

# ALDERBROOK GOLF & YACHT CLUB POLICIES AND PROCEDURES

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# Alderbrook Golf & Yacht Club Policies and Procedures

**MISSION STATEMENT:** The Alderbrook Golf & Yacht Club Homeowners Association (AGYC HOA) preserves, protects, and enhances our assets, environment, quality of life, and social and recreational opportunities for our members, while effectively managing growth.

**VISION STATEMENT:** Centered around a picturesque 18-hole golf course, the AGYC HOA strives to be:

- A tranquil, forested, and well-governed community.
- A community with well-managed and maintained infrastructure and amenities.
- A friendly, welcoming, and inclusive community.
- A thriving, fiscally secure HOA – allowing the community to take advantage of future opportunities.

## 1.0 OPERATING PHILOSOPHY

### 1.1 Authority and Responsibility

Alderbrook Golf & Yacht Club (AGYC) is a non-profit homeowners association formed for the benefit of its members as defined in the governing documents as defined in Appendix A. These documents provide the structure and rules for the management of all AGYC interests. In addition, these governing documents provide the authority for AGYC to interpret these rules, develop policies and procedures, and assess fees to ensure the proper administration of AGYC affairs.

In addition to being a management entity, AGYC is the owner of real property, including all elements associated with the Clubhouse, Annex Building, Maintenance Shop, the Golf Course, certain lots, roads, and common areas (as defined in section 4) recorded in various plat maps that constitute Alderbrook. AGYC also owns certain tracts of land adjacent to the boundaries of Alderbrook but not included within the plat maps. In addition, AGYC owns certain tangible and intangible personal property necessary for the maintenance, repair, and general upkeep of the golf course, roads, and common areas related structures. AGYC may sell these properties with approval of the Board of Directors (Board).

The purpose of the Policy and Procedures (P&Ps) is to provide a repository of current information relevant to the operation and management of AGYC. It is anticipated the P&Ps will aid all members in understanding the functions of AGYC and provide an aid to current and future AGYC management by providing proper documentation and reference to the rules and regulations.

All Directors, officers, committee members, agents, employees, volunteers, and all others performing services for or on behalf of AGYC shall do so in a manner he or she believes to be in the best interest of AGYC, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position in similar circumstances.

The P&Ps may be amended by the initiative process or through Board action and approval. Members may propose changes by presenting an initiative petition, signed by five percent of the members in good standing, and approved by a majority vote at a sanctioned membership meeting. Amendments proposed by Board members shall be introduced and discussed at a meeting prior to the one at which action is taken by the Board.

## **1.2 Membership Meetings**

There shall be an annual membership meeting. At this meeting, such issues as election of Board members, approval of the annual budget, approval or waiver of the annual audit, proposals, initiatives and referenda shall be voted on. The annual audit may be waived if sixty-seven percent of the votes, cast by owners at a membership meeting of AGYC at which a quorum is present, vote each year to waive the audit.

Special membership meetings may also be called as needed.

Initiatives may be submitted to the Chair of the Election Committee at least 60 days prior to the vote. These initiatives shall be accompanied by signatures of members in good standing representing five percent of the total votes of the membership.

## **1.3 AGYC Membership**

Members are defined by the Bylaws as any individual or legal entity who owns property and who pays dues for such property. (See Bylaws Article II and P&Ps section 2.) All members are required to pay the same amount of dues for each lot.

In addition, AGYC may provide for one or more categories of Associate Memberships.

Members in good standing are those with no current substantial Alderbrook covenant or other rule violations, and who are no more than 90 days delinquent in the payment of any amount due to AGYC. Members in good standing have all the rights and privileges afforded by AGYC.

Each AGYC member has a responsibility to participate in the business affairs of AGYC. It is important that everyone shares an interest in the welfare of the community and participates through the many opportunities afforded each member. Whether through voting, membership in various committees, participation in volunteer activities, attendance at membership meetings, or letting individual views be known to management, each member has a responsibility to support AGYC. Specific responsibilities include, but are not limited to:

- Read and comply with AGYC governing documents.
- Ensure that those who reside on or visit their property adhere to all AGYC rules and regulations.
- Treat AGYC leaders, employees and each other with courtesy and respect.
- Direct all criticisms and complaints to the General Manager (GM) or the Board.
- Maintain their property according to established standards.
- Vote in AGYC elections and on other issues.
- Pay AGYC dues, assessments and other charges on time.
- Participate in the governing of AGYC.
- Stay current on all AGYC information and announcements.
- Apply for approval of permits for building and other plans and/or activities.

Each member in good standing has the right to use AGYC property and facilities, and to permit guests, family members, and tenants to do so as well, pursuant to AGYC rules and regulations. Specific membership rights include, but are not limited to:

- A responsive and competent AGYC association.
- Honest, fair, and respectful treatment by the Board and employees.

- Access to appropriate AGYC books and records.
- Live in a community where the property is maintained according to established standards.
- Have access to and be notified of changes to all documents that address rules and regulations governing AGYC.
- Authority to propose changes to governing documents through the initiative process as defined in the Membership Meetings subsection.

Ladies, Men’s and Yacht Clubs are three specific social clubs operating independently, but under the overall authority and responsibility of AGYC.

AGYC adopted a Zero Tolerance in the Workplace Policy. No member, guest or tenant shall communicate or interact with an AGYC employee in a manner that a reasonable employee would find hostile, intimidating, harassing, badgering, demeaning, abusive, threatening, offensive or disrespectful. (Please see section 4.)

Any violation or unacceptable behavior shall be directed to the GM in writing.

#### **1.4 AGYC Management**

AGYC manages its affairs through a seven-member Board, acting in concert with various committees made up of individual volunteer members. Day-to-day operations of AGYC are controlled by the Board but delegated to the GM. Roles and responsibilities of the Board, Committees and GM are discussed below.

##### **A. Board of Directors**

The Board is managed by seven members, each of whom is in good standing. Their responsibility and authority are as a collective unit and not as an individual.

##### **1. Election**

Each member of the Board shall be elected to a three-year term of service. Two or three members are elected each year through a secret ballot process at the annual meeting. Board positions are filled by candidates receiving a majority vote (50% +1). Elections are repeated, as necessary, until all Board positions are filled.

A Nominating Committee will provide names of candidates for the Board. Any members who wish to run shall have their names added to the roster by contacting the Nominating Committee at least 75 days before the meeting. After such time, names will be added only if the potential candidate submits a petition to the Nominating Committee at least 60 days before the annual meeting. These petitions shall consist of signatures of members in good standing representing five percent of the total votes of AGYC. Desirable attributes for prospective Board members include:

- Available time to prepare, attend and actively participate in one Board meeting per month.
- Time and capability to work with at least one committee as a liaison for the Board.
- Available time to attend ad hoc meetings as needed.
- Computer skills sufficient to communicate via email.
- Knowledge and proficiency to use word processing and spreadsheet programs.

##### **2. Authority and Responsibility**

According to the Bylaws, the Board is responsible for acting in all instances on behalf of AGYC, except where otherwise expressly provided. It conducts, manages and controls the affairs and business of AGYC and exercises ownership authority and control over all of the common properties of AGYC. Its' responsibility is to follow state laws, the governing documents and rules and regulations in ways that best serve the purpose of AGYC, and act in a fair and reasonable manner. The Board also has the right to delegate certain responsibilities as it may see fit. Additional details on the powers, duties and processes of the Board are contained in the Bylaws Articles IV, V and VI. Specific responsibilities of the Board include, but are not limited to:

- Treat AGYC members, employees and each other with respect.
- Direct all criticisms and complaints to the GM, and not to employees.
- Fulfill their fiduciary duties to AGYC and exercise discretion in a manner they reasonably believe to be in the best interests of AGYC.
- Exercise sound business judgment and follow established management practices.
- Balance the needs and obligations of AGYC as a whole with those of individual members.
- Understand the governing documents and manage AGYC accordingly.
- Conduct open, fair and well-publicized meetings.
- Provide a process members may use to appeal decisions affecting their rights.
- Provide complete and timely disclosure of personal and financial conflicts of interest related to the actions of the Board.
- Propose changes to current P&Ps as appropriate. Voting on changes shall occur at the next meeting after the proposal has been presented.
- Communicate with the AGYC membership in a timely, clear and concise manner.

### 3. Board/Committee Interface

The Board operates in conjunction with various committees. Each committee, made up of members in good standing, is charged with providing guidance and recommendations to the Board regarding relevant actions and activities in a variety of areas. The Board is responsible for approval, denial or modification of such recommendations. Committee recommendations will be discussed at Board meetings with the intent of accommodating member input in AGYC's decision-making process. Details of committee function, structure and responsibilities are contained in Section 7.

It is the responsibility of the Board President, with the advice and consent of the other Board members, to appoint the Chair of each committee. These appointments are generally made at the start of each new term of office of the Board following the annual meeting. Committees may meet with the Board from time to time to discuss particular issues.

A Board liaison is appointed as an advisory, non-voting member of each committee except Adjudication, Election and Nominating Committees. The liaison is responsible for attending committee meetings, participating in committee discussions, and providing information between the Board and the committee. It is not appropriate, however, for a liaison to initiate or lead discussions on any topic before the committee.

### 4. Board/GM Interface



The Board delegated responsibility for day-to-day operation of AGYC to the GM. The Board is responsible for determining the hiring process to be followed and selection of a GM. Details of the GM responsibilities are included in Section 1.

The Board President is the primary contact with the GM on a continuing basis. The GM is provided with a written performance review at least once per year. The Board shall meet privately with the GM to discuss the review in detail and lay out any necessary plan for performance improvement. Any changes in compensation for the GM shall be approved by the majority vote of the Board.

Board Members shall be cognizant of the GM's available time and shall make a concerted effort to avoid unnecessary contact, both during business hours and after hours.

#### 5. Board Meetings and Communications

The Board is required to hold meetings that are open to all members. Decisions made by the Board shall be made only at open meetings. Appropriate notice, along with the agenda and supporting data, will be available to all interested members prior to the meeting. All meetings of the Board, with the exception of Executive Sessions, will be open to all members, and minutes on all open meetings shall be made available in a timely manner after each meeting. Members may request to be placed on a meeting agenda in order to present or discuss a particular topic. If time permits at the end of a Board meeting, members may address the Board without prior notice.

- a. The Board may vote to convene to an Executive Session to consider personnel matters, legal counsel communication, possible violations of the governing documents, liabilities of members to AGYC, and likely or pending litigation. Decisions made in Executive Sessions shall be adopted in an open meeting and recorded in the minutes of the meeting.
- b. A quorum of the Board is a majority of its members; a majority vote of the sitting members is necessary to transact business. All Board members present at a meeting shall vote on every issue unless the member has a real or perceived conflict of interest or insufficient information to make a decision.
- c. If a mistake is discovered in the minutes or agenda item for a Board or membership meeting, it shall be brought to the attention of the Board as soon as possible. At the next Board meeting, a motion shall be made to amend the previously approved document. After discussion and vote to accept the change, the action taken shall be recorded in the minutes.
- d. A decision to cancel a meeting due to weather or emergency may be made by the President or Vice President. The Business Office is responsible for notifying members, by electronic means or phone call within 24 hours of the intended meeting time. A notice of any rescheduled meeting shall be sent to members, as required by law.
- e. The Board may call a Work Session for the purpose of gathering information on specific issues and to discuss matters that require in-depth discussion. Appropriate notice and an agenda shall be provided to all members prior to the session, and members are welcome to

observe. Participation is limited to the Board or at Board discretion. No actions shall be taken by the Board at a Work Session.

6. Election of New Officers

The outgoing Board President, or their designee, shall conduct the election of officers immediately following the annual meeting or at the first regularly scheduled Board meeting if it occurs within one week.

7. Appointment of Members to fill unexpired Board position terms

If there is a vacancy on the Board, the remaining directors shall appoint a new member to serve out the remainder of the unexpired term. The following steps and considerations should be followed in the appointment of a new member to fill an unexpired seat on the Board:

- a. The Board shall seek to fill the vacancy as quickly as possible.
- b. Prospective appointees shall be members in good standing and considered according to their overall qualifications to serve on the Board, bearing in mind their specific skills to meet the current needs of the Board.
- c. The prospective appointee may be asked to attend a Board meeting for discussions and exchange of ideas prior to the new appointment.
- d. The new member shall be chosen by the majority vote of the remaining Board members.

8. Code of Conduct for Board Members

All Board members are expected to conduct themselves in a reasonable and responsible manner at all times. They have no authority to reprimand or give direction to any employee. Any criticism shall be directed to the GM. A complaint about a Board member shall be brought to the attention of the Board President or Vice President. An investigation into the matter will be conducted if needed. If investigation of the complaint verifies inappropriate behavior, the member shall be warned that further inappropriate behavior may lead to public censure, removal as Board Officer, and possible request for resignation from the Board.

9. Removal

A Director may be removed with or without cause by a majority vote of the members in good standing voting at a meeting with a quorum, upon proper submission of a member initiative or Board referendum. A director may also be removed by resignation, disqualification or dismissal.

**B. AGYC Committees**

1. Committees are designated by the Board to provide guidance and recommendations in a specific area, except as governed by the Covenants and Bylaws, and as detailed in Section 7. Committees may be created or disbanded at any given time according to the current needs of AGYC, as determined by the Board.
2. A Board member sits on all standing committees, except Adjudication, Election and Nominating, as a liaison for the Board. The GM is an ex-officio member of each standing committee.
3. Committees meet on a regular basis to assist in particular administrative functions of the Board, provide guidance on their specific area, and provide a written report on each committee meeting to the Board and the GM, except as otherwise noted in these policies.
4. Standing and Special\* Committees.
  - a. Standing Committee Chairs are appointed by the Board President, with the advice and

consent of the Board.

- b. Special\* Committee members are all appointed by the Board, and the Committee members select a chair from appointed members.

The current AGYC Committees are:

- A. Activities
- B. Adjudication\*
- C. Building and Architectural (B&A), see also Appendix D
- D. Communications
- E. Election; see also Appendix G
- F. Emergency Preparedness Advisory Committee (EPAC)
- G. Environment
- H. Finance
- I. Golf
- J. Governing Documents Oversight (GDOC)
- K. Greens
- L. House & Facilities
- M. Marketing
- N. Nominating
- O. Roads and Drainage; see also Appendix F
- P. Strategic Planning
- Q. Trees; see also Tree Policy, Section 5
- R. Welcoming

Members in good standing may serve on AGYC committees. Attendance at committee meeting is open to all members, but only committee members vote on guidance and recommendations to the Board. A master list of all committees and their chairs is posted electronically.

#### 5. Annual Committees

Two committees whose needs recur on an annual basis are the Election and Nominating Committees. Structure, responsibilities and functions of these committees are described in Section 7.

#### 6. Ad Hoc Committees

From time to time, the Board may appoint ad hoc committees to assist the Board in developing information on specific issues or proposed activities. Each committee assignment carries with it a specific purpose and function. Specific results shall be developed and reported to the Board. Any AGYC member in good standing may be asked to serve on an ad hoc committee.

### 1.5 General Manager

The GM serves at the pleasure of the Board. The Board establishes P&Ps on behalf of the membership. The GM is the primary interface with members and has the delegated responsibility for the day-to-day operation of all aspects of AGYC. Specific duties, responsibilities and attributes include, but are not limited to:

- Computer Skills – Shall be able to use a computer and have experience with word processing, spreadsheet, presentation program and web site applications.
- Shall possess and use good interpersonal skills with the Board, AGYC members and general public.

- Shall be punctual, efficient, independent worker, detail oriented and possess good work habits.
- Shall be able to perform and/or manage multiple tasks, projects and priorities concurrently with a positive attitude and approach.
- Shall act professionally while performing the duties of the GM.
- Shall maintain AGYC operating budget.
- Shall demonstrate integrity, respect, and teamwork and be result-oriented, innovative and focused on customer service.

Specific duties and responsibilities include, but are not limited to the following:

**A. AGYC Operations.**

1. Provide overall guidance and operational direction.
2. Manage all AGYC assets to achieve the greatest benefit to AGYC.
3. Transfer all deposits collected for reserves, special assessments and all active debt servicing accounts by the end of each month.
4. Enforce the P&Ps as adopted by the Board and recommend changes.
5. Be the primary source of communication with banks, the developer, Alderbrook Resort and other community partners.
6. Represent AGYC in all legal and financial matters, as specifically directed by the Board.
7. Formally review and document the performance of all employees, ensuring AGYC personnel practices are met.
8. Participate in all Board and membership meetings.
9. Assist the Board in establishing and implementing a strategic plan to achieve AGYC goals.
10. Work to maintain a safe environment for members, employees and guests, including adhering to all Federal, State and local laws.
11. Prepare and activate AGYC safety and emergency response plans.
12. Work to ensure AGYC assets are properly maintained.
13. Develop marketing strategies to enhance overall financial welfare of AGYC.
14. Prepare monthly reports to the Board on performance to Budget, membership summaries, green fee and Golf Shop summaries, and other items as requested by the Board.
15. Actively manage past due accounts to ensure timely payments and prevent chronic delinquencies.
16. Participate in committee activities to the extent necessary to be fully aware and involved in all current issues.
17. Work closely with the Adjudication Committee to ensure timely and fair resolution of member disputes.

**B. Golf Course Maintenance and Common Areas**

1. Provide management and direction to the Golf Course Superintendent and oversee maintenance of the golf course and common areas held by AGYC.
2. Determine staffing levels to efficiently maintain the golf course and common areas within AGYC.
3. Ensure task plans for maintaining common areas and beautification of AGYC are developed and implemented.
4. Develop equipment maintenance, repair and replacement schedules.
5. Work closely with the Greens and Golf Committees to ensure member input is considered in the upkeep and playability of the golf course.

### **C. Pro Shop and Golf Course Operation**

1. Provide management and direction to the Head Golf Professional and oversee the operation of the Golf Shop.
2. Develop staffing plans to minimize labor costs and maximize efficiency of Golf Shop operations.
3. Plan, schedule and coordinate of all member golf events in a manner to maximize the enjoyment by members.
4. Coordinate and implement of all Men's and Ladies Club golf activities.
5. Develop and implement marketing strategies to maximize the income from outside play.
6. Develop and implement of plans to maximize income from Golf Shop operations and driving range.
7. Ensure that appropriate inventory levels are maintained.
8. Establish of appropriate pricing structure for greens, inventory, driving range, golf course and equipment.
9. Plan, schedule, coordinate and supervise of all outside tournaments.

### **D. Food and Beverage Operations**

1. Provide management and direction to the Food and Beverage Manager(s) and oversee the operation of the kitchen and bar areas.
2. Develop staffing plans to minimize labor costs and maximize efficiency of Food and Beverage operations.
3. Plan, schedule and coordinate of all member social events in a manner to maximize the enjoyment by members.
4. Develop and implement of marketing strategies to maximize the income from outside functions utilizing the Clubhouse facilities.
5. Ensure that appropriate inventory levels are maintained.
6. Establish reasonable menus and pricing structures.

### **E. Other AGYC Properties**

Plan, schedule and coordinate all member events in a manner that maximizes the enjoyment by members.

### **F. AGYC Business Operations**

1. Provide daily management and direction to the Business Office employees.
2. Develop a staffing plan and workflow processes to maximize the efficiency of business operations.
3. Ensure that policies and procedures exist and are followed, consistent with good business practices.
4. Maintain knowledge and compliance with all lease terms and contractual obligations.
5. Maintain the operating budget for AGYC.

## **2.0 Membership**

**2.1 Owner Membership** - The ultimate authority of AGYC is vested in its individual members, and responsibilities apply to all members. Members in good standing have all the rights, benefits and responsibilities described in these policies. If any two persons own together a lot within AGYC, they shall each be considered members. If three or more individuals, or a business, own a lot within AGYC, they may designate up to two people to be considered members. Such designation shall be made in writing to AGYC and may be changed from time to time.

**A. Rights, Benefits and Responsibilities include the following:**

- Elect Board members.
- Approval/disapproval of annual budget.
- Unlimited golf for two designated members.
- Preferential tee times, up to 2 weeks in advance.
- Member discounts in Golf Shop and Restaurant.
- Use of AGYC-owned facilities.
- Eligibility for membership in Men's Club, Ladies Club, Yacht Club and committees.
- Payment of monthly dues and special assessments.
- If renting their home, owners shall register renters and providing the Renters Information Letter.

**B. Voting Rights**

Through secret ballot, the members shall elect a Board of Directors to manage the affairs of AGYC, and shall approve or disapprove annual budgets, financial proposals, and various referenda. One vote may be cast for each lot owned. Members may also initiate various actions through the initiative process.

**C. Benefits**

Members in good standing receive discounts, where applicable, on Golf Shop merchandise, food and beverage items and use of AGYC facilities. Optional fees may be assessed for use of the facilities, such as Personal Cart Registration, Driving Range and cart storage fees. Members shall have preferential tee time privileges (up to 2 weeks in advance).

**D. Membership in Men's, Ladies and Yacht Clubs**

All owner-members shall be eligible for membership, including the vote, in the Men's and/or Ladies Clubs, the Yacht Club, and other committees, organizations or social clubs in Alderbrook.

**E. Dues and Special Assessments**

Owner-members shall be responsible for monthly dues or special assessments, in the amount determined by the Board.

**F. Delinquencies**

Members shall lose good standing status if they are more than 90 days delinquent in the payment of any amount due to AGYC. Alleged violations shall be referred to the GM for resolution in accordance with the rules enforcement procedures outlined in these Policies.

**G. Renters**

Property owners shall use due diligence in obtaining renters for their property. Owners shall register their renters with AGYC on a form provided by AGYC and shall provide their renters with the Renter Information Letter and copies of applicable P&Ps. Owners are responsible for any rules violations committed by their renters. The form to register renters with the Business Office is included as Appendix B. Violations are subject to fines/fees, see Appendix H.

**Please note:** Renters or lessees of homes within the AGYC development are not entitled to Owner-Membership privileges but may purchase on Annual Associate Membership to enjoy the privileges associated with this membership.

**2.2 Annual Associate Membership** - An Annual Associate Membership may be sold by AGYC, as authorized by the Board, to a maximum of two adults per membership. Annual Associate members have the rights, benefits and responsibilities described below. Alleged violations of Annual Associate member rights, benefits and responsibilities shall be referred to the GM for resolution in accordance with the P&Ps.

**A. Rights, Benefits and Responsibilities include the following:**

- Unlimited golf for designated members.
- Preferential tee times, up to two (2) weeks in advance.
- Member discounts in Golf Shop and Restaurant.
- Use of AGYC-owned facilities.
- Eligibility for membership in Men's Club, Ladies Club, Yacht Club and other social clubs
- No voting rights on AGYC corporate affairs.
- Not subject to AGYC special assessments.
- Payment of full Annual Associate Membership fee.
- Right to refund, if Annual Associate Memberships are terminated prematurely by AGYC.

Annual Associate Members shall receive discounts, where applicable, on Golf Shop merchandise, food and beverage items, and use of AGYC facilities. Optional fees may be assessed for use of the facilities, such as Personal Cart Registration, Driving Range and cart storage fees. Annual Associate Members shall have preferential tee time privileges up to two (2) weeks in advance. Alleged violations of the P&Ps shall be referred to the GM for resolution.

**B. Terms of Membership**

Annual Associate Memberships are valid for one year from the date of purchase and shall not be sold or transferred to others. Partial year memberships shall not be sold. Memberships are available for either a single adult or as a joint membership for two (2) adults. Separate rates apply for single and double memberships.

**C. Voting Rights**

Annual Associate Memberships shall have no vote on any matter pertaining to the corporate affairs of AGYC or in any special or general meetings of the regular membership. They shall not be given notice of any such meetings of the membership.

**D. Membership in Men's, Ladies and Yacht Clubs**

Annual Associate members shall be eligible for membership, including the vote, in the Men's and/or Ladies Clubs, the Yacht Club and other social clubs and activities at AGYC.

**E. Initial Fee, Dues and Special Assessments**

Annual Associate member shall not pay an initiation or transfer fee. The total amount of the Annual Associate Membership fee shall be paid in full, at the time of purchase or renewal. Annual Associate members are not subject to special assessments.

**F. Revocation of Membership**

Annual Associate Memberships shall be reviewed yearly to determine if this type of membership will continue to be offered by the Association. Annual Associate Memberships may be terminated at the end of the term or within 30 days of written notice of termination. In the case of premature termination by AGYC, a refund of the prorated portion shall be refunded to the purchaser.

### **3.0 AGYC Property**

#### **3.1 Property Acquired and Held for Community Use**

##### **A. Purchase and Sales Agreement**

As a part of the Purchase and Sale Agreement with Crista Ministries in 2001, AGYC acquired the golf course, roads, and other property, which is intended for community use. In addition to the obvious (golf course, roads, and Wickiup), several parcels were included in the purchase with the interest to hold for future development as common property. The property transfer is Exhibit A to the Purchase and Sale Agreement. The process to be followed in the sale of AGYC Properties is included in Appendix C.

##### **B. Lot Combinations**

1. It is AGYC policy to limit lot combinations to only those instances where conditions exist that would present a hardship to a lot owner if a particular lot is not to be combined with another, where a lot combination resolves a particular problem, or where a lot is not buildable under current county standards.
2. Not Buildable Lots
  - a. A lot is not buildable when there is insufficient space to construct a dwelling due to insufficient setbacks from property lines, slope limitations, wet-lands or drainage issues per county code, inadequate space for any drain-fields, consideration for current and future land uses, topography, easement access or perc testing.
  - b. A building permit will not be issued from Mason County.
3. The Board considers requests for lot combinations on a case-by-case basis. Lot combinations for the singular purpose of avoiding O&M fees on a particular lot are expressly prohibited.
4.
  - a. A lot combination is subject to a fee of \$5,000.
  - b. All approved lot combinations shall be completed within 120 days of Board approval.
5. All dues, fees, and assessment continue to accrue during the 120 day period referenced in paragraph 4.b above.
6. If the lot combination is:
  - a. Terminated by the petitioning lot owner or not completed within 120 days of approval
  - b. Accrued dues, fees and assessments are immediately due and payable, retroactive to the day of Board approval of the lot combination.

#### **3.2 O&M Fees and Special Assessments**

Member accounts are billed monthly and shall be paid in full by the 25<sup>th</sup> of the billing month.

For checks returned as Insufficient Funds, the charges shall be reapplied to the member account, along with any bank fees.

Disputed items on a member account shall be resolved within six (6) weeks of the charge. Refusal to pay after six (6) weeks is treated as a delinquency as outlined below.

##### **A. O&M Fees**



Operation and maintenance fees (O&M), are collected from each lot owner. There is one account administered for each lot. Members are encouraged to use the automatic withdrawal option for payment of monthly O&M fees.

**B. Special Assessments**

From time-to-time, the Board may deem it necessary to assess special fees on members to pay for projects, or act on situations deemed to be in the best interest of AGYC. Members shall vote on these assessments. These assessments are equally assessed on each member lot. Payment options may be presented. Late payment or non-payment is considered a delinquency.

**3.3 Delinquencies**

Delinquencies are handled as follows:

**A. Delinquent Account – 60 Days**

Members who are sixty days in arrears receive a letter stating that unless the outstanding balance is paid within the next 30 days, a lien may be placed on the property, and the account may be sent for collection or be subject to other action approved by the Board.

**B. Delinquent Account – 90 Days**

Members who are ninety days in arrears receive a letter stating that they are no longer members in good standing and have lost all membership benefits until their account is current. They will also be notified that their account may be liened and sent for collection if full payment is not received.

**C. Delinquent Account – 120 Days**

Members who are one-hundred twenty days in arrears will have a lien placed on their property.

**D. Collection Options**

AGYC reserves the right to assess interest and late fees, place liens on property, foreclose on property, and seek legal action or other means to achieve full payment on past due accounts. Members are responsible for all legal or collection fees, if any.

**3.4 Application of Funds**

Partial payments received on delinquent accounts will be applied in the following priorities:

1. Assessments
2. O&M Fees
3. Legal Fees
4. Other costs (lien filings (not already included in legal fees), cart storage, Personal Cart Registration Fee, etc.
5. Interest
6. Late Fees
7. Fines

The Board may consider settlement requests from delinquent account holders. If an agreement is reached, funds received will be applied per the above priorities.

**3.5 AGYC Owned Property Sales**

The policy of AGYC is to assess each AGYC owned property and to determine the highest and best use of each asset. According to prevailing local economic conditions, financial needs, and strategic planning, AGYC may take various courses of action:

- Sell the asset in a manner most advantageous to AGYC.

- Hold the property and offer it for sale at a later date.
- Hold the property and incorporate it as a part of AGYC common use area.

The specific process for keeping track of inventory, determining price, showing lots, accepting an offer, closing the deal, and updating inventory is contained in the Appendix C.

## **4.0 AGYC Operations**

### **4.1 General Use Statements**

AGYC maintains the following in protection of our community.

#### **A. Zero Tolerance for Workplace Abuse**

All AGYC members, guests and tenants shall treat AGYC employees with courtesy and respect. No member, guest or tenant shall communicate or interact with an AGYC employee in a manner that a reasonable employee would find hostile, intimidating, harassing, badgering, demeaning, abusive, threatening, offensive or disrespectful.

Failure to comply with these standards shall subject the offending member to the penalties established for major violations of AGYC rules, without a warning. Members shall be held responsible for the conduct of their guests and tenants with respect to this policy.

AGYC's GM shall report alleged violations of this policy to the Board. The Board shall determine whether the policy has been violated and, if so, the penalty to be imposed. The employee and the alleged offender shall be afforded an opportunity to be heard, in executive session, before the Board reaches its decision. The Board shall retain reported violations and penalties in the member file, in the event of future violation or action.

#### **B. Privacy Policy**

Under Washington Homeowners Association Act under RCW 64.38, AGYC's books and records are available to all members. AGYC complies with all appropriate laws and legal requirements, while protecting to the maximum extent possible, the privacy of the employees and members.

Persons with access to or in possession of member or employee information generated for AGYC business purposes shall not permit that information to be used for any other purpose. Persons, corporations or other entities requesting member or employee data shall request the exact data, intended use of the data and reasons for requesting the information in writing to the GM. This data is provided only when legally required or in a rare circumstance when the Board approves the release of information.

#### **C. Fees for Use of Clubhouse, Golf Cart Storage, Annex, Wickiup and Other AGYC Property**

Fees for use, recommended by the GM, are reviewed by the Finance Committee or the Board. The regulations and fees are available to all interested parties, see Appendix H.

#### **D. Smoking Policy**

Smoking is strictly prohibited in all enclosed or covered facilities, AGYC owned vehicles, within 50 feet of any gasoline or combustible fuel vehicle or equipment, and within 25 feet of any building entrance. Care shall be taken to ensure that lit materials are disposed of appropriately and safely.

#### **E. Use of AGYC Tools, Equipment, Supplies and Shop Facilities**

Members shall not use any AGYC tools, equipment, supplies or shop facilities without specific approval by the GM.

#### **F. No Fault Policy**

Members, non-members and guests of members, assume all responsibility for injury and assume liability to others for their acts while on AGYC property. Unsupervised pets prohibited on AGYC property.

#### **G. Alcohol Use**

Members or social clubs serving alcohol on AGYC property shall obtain a proper banquet permit, abide by all State laws regarding the distribution of alcohol, and obtain any required raffle permits.

### **4.2 Clubhouse**

#### **A. General use**

This policy establishes the use requirements for the Clubhouse. Compliance is the responsibility of the person scheduling the Clubhouse for the event use. All food and beverage shall be purchased from the Clubhouse unless otherwise arranged with the GM. Hours of operation will be adjusted to the seasons, posted and communicated to members on a regular basis.

1. Clubhouse shall be opened and secured by employees; no keys are given out.
2. Employees shall be present in the Clubhouse whenever it is open and be responsible for securing the facility.
3. Only approved employees shall be in the kitchen area or behind the bar. Kitchen employees shall oversee the use of the BBQ pit.
4. Building capacity is determined by the Mason County Fire Department and is posted in the Clubhouse.
5. No property shall be removed from the premises for any reason.
6. No confetti, glitter, rice, Silly String, screws, hooks, nails, thumbtacks, tapes or similar products (other than painter non-marring tape) shall be used in or around the Clubhouse. (Additional charges may apply if any of these items are used without prior approval.)
7. AGYC is not responsible for any stolen or lost articles.
8. AGYC is not liable for any accidents or injuries within or outside the facility.
9. Waiver, Release and Indemnification contracts shall be signed for all rentals.
10. Service animals are permitted without restriction. Other supervised pets are welcome outside and in non-food service areas.

#### **B. Events**

To ensure an event date is available, scheduling is done with the Business Office as far in advance as possible. The GM has the option to make non-holiday Mondays available for functions not purchasing food and beverage from AGYC.

Members who sign up for AGYC functions are responsible for the cost of the event if they do not show up. Cancellations shall be made (3) three days prior to an event, unless otherwise stipulated by the organizers of that event. Exceptions may be made for medical reasons or family emergencies.

#### **C. Rental**

1. All Food and Beverage services shall be purchased through AGYC, unless otherwise authorized by the GM, and are subject to a 20% service charge plus Washington sales tax. The GM recommends Clubhouse rental fees.

2. Cleanup – The cleaning fee includes routine cleaning only. Any cleaning beyond routine tasks, such as sweeping, mopping, dusting, trash removal, linen laundering, etc. shall be charged and deducted from the damage deposit. Member groups not paying a damage deposit may help minimize cleaning costs by restoring furniture in rooms used to normal table configurations and removing any decorations.

#### **D. Food Service**

AGYC will operate the Restaurant, staffed and equipped to provide all food services deemed necessary. Any group using the Clubhouse shall use the restaurant as the food and beverage provider. Special exceptions, such as Yacht Club potlucks, may be granted by permission of the GM. All food and beverages purchased shall be subject to Washington sales tax.

#### **E. Beverage Service**

AGYC shall operate the Bar, staffed and equipped to provide all beverage services deemed necessary. AGYC shall comply with the governing laws and regulations relating to the sale and distribution of alcoholic beverages. All alcohol will be stored in a secure area.

1. All bartenders and alcohol servers shall comply with state law.
2. Minors are permitted in the bar area at all times.
3. All bartenders, bar managers and alcohol servers shall hold an Alcohol Servers Permit (WAC 314-14-010) within 60 days of employment.
4. AGYC reserves the right to refuse service to anyone. Complaints shall be directed to the GM.

#### **F. Beverage Cart**

AGYC operates the Beverage Cart as deemed necessary. All rules and regulations pertaining to the sale of alcohol shall be followed.

### **4.3 Golf Course**

#### **A. General Use**

1. All play is governed by the rules of the U.S. Golf Association, except where local rules apply, as determined by the Head Golf Professional, Golf Committee or GM.
2. Children under the age of 16 shall have permission from the starter before play. Children not playing golf shall have adult supervision at all times while on the golf course.
3. Players or persons in or about AGYC assume all responsibility for injury and assume all liability to others for their acts while on AGYC property.
4. Damage to golf course property shall be paid for by the person responsible, or in the case of a guest, by the sponsoring member.
5. Non-golfers are prohibited on the course or cart paths while the course is open for play.
6. Etiquette dictates that faster players be permitted to play through. Every effort should be made to play 18 holes in 4 ¼ hours or less.
7. A group of 5 is not permitted except at the discretion of the Head Golf Professional.
8. Players who have paid a fee to play are not permitted to play more holes or rounds of golf than paid for. This rule includes all tournament players, unless a practice round is included in the tournament agreement with AGYC.

9. The dress code applies to the golf course and all practice areas. Clothing shall be appropriate, clean and in good repair. Certain apparel is considered inappropriate, such as fleece or jersey sweatpants, tank tops, halter or fishnet tops, bare midriffs, T-shirts, cut-off pants (shorts), or gym, swim or tennis wear. Shorts shall be mid-thigh length or longer. Exception: For children under the age of 12, T-shirts and nice shorts or pants are appropriate only in the practice areas and with an appropriately dressed adult.
10. From May 1 through September 30, only green-friendly footwear is permitted (no metal spikes). However, if an exemption is requested for safety or medical purposes, the request shall be signed by a physician or accompanied by a letter from a physician.
11. The Board may from time-to-time enter into reciprocal agreements with other clubs in order to benefit the membership of AGYC. Current reciprocals in effect are available through the Golf Shop.
12. Pets are not allowed on the golf course, driving range or cart parking area unless riding in a golf cart.

#### **B. Tee Times**

1. Members may book tee times up to 2 weeks in advance. Outside players may book tee times up to 1 week in advance.
2. Large Groups of 20 or more may reserve tee times up to 12 months in advance. Returning large groups may reserve tee times up to 15 months in advance. This applies to tournaments as well as other group play. Large groups are not allowed reservations on Memorial Day, Labor Day or 4<sup>th</sup> of July and the nearest weekends, except as permitted at the direction of AGYC.
3. North Forty guests with reservations at Alderbrook Resort and Spa may reserve tee times up to 12 months in advance. AGYC shall hold a minimum of two tee times each morning and two tee times each afternoon for guest use, per the Agreement with North Forty.
4. The Men's and Ladies Clubs are allowed to block several hours of available tee times on two separate days per week, as coordinated with the Golf Shop and/or GM.
5. Members who make tee times but fail to show shall not be assessed a fee. They are contacted by the GM and, if multiple offenses occur, the suspension of member privileges may result.

#### **C. Tournament Rules and Fees**

1. For outside tournaments, organizers shall sign a contract that includes applicable fees, the rules of play and dress code for all players.
2. For AGYC Tournaments, members do not pay green fees. Non-members shall pay guest-of-member fees in effect at the time.
3. For Ladies Club Guest Day, each playing member is allowed one complimentary guest.
4. The GM or Head Golf Professional shall approve all Horse Race Tournaments.
5. The Golf Shop operates all AGYC sponsored tournaments except First Mates, which is run by the Ladies Club.
6. Members who sign up for AGYC tournaments shall be responsible for the cost of the event if they do not show up. Cancellations shall occur three (3) days prior to an event, unless otherwise stipulated by the organizers of that event. Exceptions may be made for medical reasons or family emergencies.

#### **D. Power Cart Use**

1. As of September 1, 2005, any golf cart owned and/or operated by a homeowner, renter or associate member shall use an electric motor for power. Existing gasoline-powered carts may be retained until they are replaced. However, Alderbrook members may sell their gasoline-

powered cart to another member. This policy applies not only to the golf course cart paths, but also to the AGYC owned roads and rights-of-way. This policy does not apply to carts “fleeted in” to support tournaments, carts brought in for one-time use by guests, equipment operated by the AGYC greens crew, beverage carts and other vehicles operated by AGYC.

2. The Green Superintendent determines when power carts may drive on the course. A sign is posted by the 1<sup>st</sup> Tee indicating when cart use is permitted on the fairways. Carts shall not be driven on any Par 3 fairways or hole #8 fairway unless the cart has a handicap flag displayed.
3. Golfers physically unable to play golf without the full use of a power golf cart are allowed access to all fairways, except #6 and #16, when the appropriate sign is displayed. A letter to the Head Golf Professional or GM requesting this privilege shall be accompanied by a letter from their physician verifying the golfer’s inability to walk the course. When the request is approved, a handicap flag shall be visible on the golf cart. The Head Golf Professional may use discretion in issuing temporary handicap signs to golfers. Any abuse of this policy may result in cancellation of this privilege.
4. Children under the age of 16 shall be accompanied by an adult while operating a golf cart on AGYC property.

#### **E. Personal Cart Registration Fee**

In order to use privately owned carts on the golf course, members or associate golfers shall be charged an annual fee, as determined through the annual budget process. Members who own more than one golf cart are charged only one Personal Cart Registration Fee. Authorization stickers, as issued by the Business Office, shall be affixed to personal golf carts.

### **4.4 The Pointe**

The Pointe, a grassy, fenced-in area across from the Clubhouse on East Country Club Drive, is for member and guest use, and may be rented for private functions.

#### **A. General Use**

1. AGYC assumes no liability for personal property brought onto, or left behind, at the site.
2. Driving or parking on the grassy area is prohibited at all times, except with GM permission.
3. Open fires or fireworks are prohibited at all times.
4. Trash and litter shall be disposed in containers provided.
5. Use after 10 p.m. is prohibited, except with GM permission.
6. Service animals are permitted without restriction. All other pets are prohibited.

#### **B. Reserved Functions**

Private functions require advance reservations through the Business Office, including:

1. A signed contract and a nonrefundable deposit of \$500 are required to reserve the selected date, and will be applied to the final bill.
2. A \$500 damage deposit, in addition to the rental fee, shall be paid in full no later than 90 days prior to the event.
3. One half of the total fee for use of The Pointe shall be due a minimum of 30 days prior to the event. The remainder of the unpaid balance is due 5 working days prior to the event date unless other arrangements are made with AGYC.
4. If the event is cancelled, for any reason, the \$500 deposit is non-refundable. If the event is cancelled 30 days or more before the reserved date, any fees paid other than the \$500 deposit may be refunded, less any portion spent on behalf of the event planner. If the event is cancelled less than 30 days before the reserved date, any fees paid shall be forfeited.

5. For groups larger than 100 adults, a separate fee for parking and traffic control is required.
6. Use of temporary structures, equipment and restroom facilities shall be addressed with specificity in the rental contract, including:
  - a. Structures, tables, chairs, equipment and restroom facilities provided by AGYC require advance notice and reservation, and are subject to separate rental, set-up and take-down charges.
  - b. Structures, tables, chairs, equipment and restroom facilities not provided by AGYC require advance approval by the GM. The GM shall review and approve all temporary facility information including, but not limited to, name of rental company(s), specific types of structures/equipment to be placed on the property, dimensions/sizes, number of units and a map identifying location or placement of all structures/equipment.
  - c. Stakes required to secure temporary structures shall be approved prior to use by the GM.
7. Use of confetti or similar decorations of any kind is prohibited.
8. Event organizers are responsible for cleaning up and returning the area to its original condition. After deduction of any incidental event costs and damage and/or cleaning costs, the remainder of the damage \$500 deposit shall be refunded.
9. All outdoor entertainment, including bands and sound systems shall be pre-approved by the GM. All noise shall end at 9:00 p.m. Sunday through Thursday and 10:00 p.m. Friday and Saturday.

#### **C. Food Service**

All event food shall be provided by AGYC.

1. If a non-AGYC food catering company is requested, the catering company shall be pre-approved by the Food & Beverage Director. If a catering company is approved, a separate food service charge shall be assessed.
2. An event cake, provided by a source pre-approved by the Food & Beverage Director, is permissible, with a cake service fee of \$1.00 per person.

#### **D. Alcohol and Beverage Service**

The Pointe is subject to Washington laws and regulations governing the sale and distribution of alcoholic beverages.

1. All liquor shall be provided and served by AGYC servers - NO EXCEPTIONS.
2. Consumption of all alcoholic beverages shall be confined to the event area.
3. AGYC reserves the right to refuse service to anyone.

### **4.5 Common Areas and Facilities**

AGYC owns and/or maintains common areas and facilities within the community boundaries. These areas are for the exclusive use and enjoyment of the members, their families and guests, and those invited to use these areas. The common areas and facilities include, but are not limited to:

- Clubhouse, with adjoining decks and parking lots
- Annex Building - Community Center
- Wickiup
- The Pointe
- Picnic Areas
- Tennis, pickle ball and basketball courts
- Community gardens
- Children's play area

Bocce courts  
Off-leash dog area  
Golf course, including cart paths  
Driving range  
Organic Collection Site  
Roads within AGYC boundaries

AGYC is responsible for maintaining and paying costs associated with these common areas and facilities. The Board may create reasonable rules and regulations for their use by members, their family members, guests and visitors. AGYC may charge fees for using the common areas and facilities.

These requirements are mandatory for the return of any deposit paid for use by members or private parties.

## **A. Annex**

### **1. General Use**

The Annex is a community-owned house used for social functions, card-playing, member or committee meetings, exercise and library. Use of the facility for group functions shall be reserved with the Business Office in advance of use.

- a. Smoking is prohibited within 25 feet of the building and the deck.
- b. Access code for the front door is available from the Business Office or Golf Shop.
- c. Parents of children who use the area are responsible for all actions and/or damages.
- d. Furniture shall be left according to the meeting room plan.
- e. Dispose of trash and litter.
- f. Clean kitchen counters and dishes; remove any unconsumed foods and beverages.
- g. Lock all windows and doors.
- h. Set thermostats at 55 degrees.
- i. Turn off lights when exiting the building.
- j. Lock the front door when an event ends after 5 pm.
- k. Service animals are permitted without restriction. All other pets are welcome outside the facility only.

### **2. Reserved Functions**

The scheduled use calendar is posted on the bulletin board inside the front door. The person in charge of the function shall adhere to all requirements noted above.

## **B. Wickiup**

### **1. General Use**

This is a common area located on Manzanita Drive, which includes a picnic area, bocce courts, tennis courts, basketball court, pickle ball courts, community gardens, playground for children, restrooms and green open space. It is for member and guest use only and may be rented for private functions.

- a. Use after 10 PM is prohibited.
- b. Open fires or fireworks are prohibited at any time.
- c. Service animals are allowed with no restrictions, and other pets as follows:
  1. Pets on a leash are permitted in the green open space.
  2. Unleashed pets are permitted in the fenced off-leash dog area. Owners/handlers shall remain with pets and shall obey the off-leash area rules as posted.



3. Except as note in 1 and 2 above, pets are not permitted in other areas within the Wickiup.
- d. Dispose of trash is required for return of any damage deposit.
- e. Turn off lights in restrooms and covered areas.

## **2. Reserved Functions**

Use of this common area for group functions shall be reserved with the Business Office in advance of use.

## **3. Off-leash Dog Area**

**A.** The off-leash dog area is set aside at the Wickiup for pet owners to allow their dogs to run and play while not on a leash. Specific rules for use are posted at the entrance to the area.

Basic guidelines are:

1. Owners/handlers are responsible for cleaning up after their dogs and removing excrement or play/training aids.
  2. Owners/handlers shall be 18 years or older.
  3. Area hours are from dawn to dusk.
  4. Owners/handlers are legally responsible for their dogs and use the area at their own risk.
- B.** Comments or concerns about the area should be directed to the GM for referral to the Alderbrook Kennel Club.

## **5.0 General Rules**

### **5.1 Bid or Proposal Policy**

1. All entities performing work for AGYC shall be licensed, bonded and insured. Projects or services over \$5,000 require Board Approval and that vendors add AGYC as an “additional insured” to the policy covering the project.
2. All projects or services totaling over \$5,000, three bids or proposals shall be solicited in writing. Supply orders are excluded from this requirement.
3. The GM shall provide to potential bidders a clear outline of the needs, specific terms and conditions, detailed description of the project or service, delivery expectation, and non-compliance penalties.
4. Copies of all documentation outlining detailed services and materials being provided pertinent to the bid or proposal shall be maintained in the Business Office for audit purposes and future reference.
5. The GM shall present all bids, proposals and any recommendations to the Board for consideration prior to award.
6. Bids or proposals from members or member businesses are permitted, but shall be subject to the same criteria, scrutiny and consideration as a non-member’s bid or proposal.
7. Upon Board approval, a written agreement detailing all the terms, conditions and penalties shall be prepared and fully executed prior to commencement of the project or service.
8. The completed agreement shall contain a copy of the solicitation documents, as well as current proof of insurance and a copy retained by the Business Office.
9. The Board may waive some or all of these Policy requirements in situations where timing or obtaining multiple bids or proposals is not feasible.
10. In cases of emergency, a unanimous vote of the Directors at a meeting where a quorum is present is sufficient to vote on the issue the same day as presented to the Board.

## **5.2 Development Standards**

The Board, as authorized by the Covenants, established a Building and Architectural (B&A) Committee to review and act upon any plans to develop, improve or maintain residential lots. Plans shall be submitted to the B&A Committee prior to lot clearing or construction of any building, structure or fence. Plans shall also be submitted for landscaping projects and any home improvements altering the footprint of the structure. For specific details, see Appendix D.

## **5.3 Buildings and Property Maintenance**

All buildings and property within AGYC shall be maintained in good repair, clean and presentable in appearance.

1. Wood piles shall be screened from public view as much as possible.
2. Above-ground tanks shall be screened from view.
3. Freestanding outdoor lighting on individual lots shall be the type that does not lead to light pollution beyond individual lot boundaries.
4. No laundry or bedding shall be hung outdoors unless it is screened from the golf course, street and neighboring properties.

## **5.4 Home Business or Office Policy**

In order to protect and promote the residential character of the Alderbrook community, the Board established the following policy to ensure compliance with AGYC Protective Covenant, Section 4. The purpose of this policy is to give clarification and direction to the Board and community members regarding home businesses and offices.

1. Any member may establish a home business or office in their own residence. The member shall maintain a current business license with the State of Washington and provide a copy to the Business Office.
2. The member shall seek consent of the Board prior to establishing a home business or office. This request shall be by letter to the Board with a brief explanation of the business.
3. The home business or office shall not impact the community peace and quiet or unduly impact the traffic in the community.
4. All supplies and/or equipment for the home business or office shall be within the confines of the member's residence and meet all of the Covenants, Bylaws and Policies & Procedures requirements for appearance of the property.
5. Complaints about the home business or office activity shall be addressed to the GM and follow the AGYC policy for dispute resolution.
6. The home business or office name shall not include any reference to Alderbrook Golf and Yacht Club.
7. After approval by the Board, information regarding the home business or office shall be maintained by the Business Office.

## **5.5 Vehicle Parking and Storage**

1. Recreational vehicles, including campers, motor homes, mini-homes, boat trailers, travel trailers, utility trailers or any mobile unit used for recreation or vacation activity, may be parked or stored on any lot on which a permanent residence has been constructed, or otherwise as

designated by the Board. They shall be maintained and parked in such a manner to not detract from the aesthetic beauty of the surrounding area. Homemade recreational vehicles are not permitted.

2. Recreational vehicles shall be screened from direct view of neighbors or passersby if possible. A proliferation of recreational vehicles conspicuously parked on individual lots is not a desirable community attribute. Where possible, owners shall seek to limit visual intrusion that may be detrimental to the community.
3. No inoperable vehicles, including recreational vehicles, shall be kept on any lot for longer than 72 hours.
4. Permanent structures for automobiles, boats and other recreational vehicles shall be constructed of similar material, be the same color and appearance as the primary residence and have received approval from the B&A Committee. Rigid/framed plastic, nylon, foam or canvas soft-covered structures are prohibited.
5. Commercially available form-fit, non-rigid, soft covers are permitted if covers are earth-toned or neutral colored. Earth-toned or neutral colored tarps are acceptable.
6. Vehicles, including recreational vehicles, shall not be repeatedly parked on AGYC roads or rights-of-way, except where a driveway crosses the rights-of-way. Exceptions to this rule include:
  - a. Contractor vehicles may be parked on the roadside, in a safe manner, during construction or maintenance activities.
  - b. Homeowners' guests may park on the roadside temporarily or during a special event when the homeowner's lot does not accommodate all the guest's vehicles.
  - c. Recreational vehicles shall not be parked on AGYC common areas or roadways at any time. Temporary exceptions to this rule, by permit only, may be obtained from the GM.
7. Recreational vehicles belonging to guests of AGYC members shall not be parked on an individual lot longer than seven (7) days.
8. Recreational vehicles shall not be used as living quarters for more than seven (7) days.

## **5.6 Outdoor Burning Requirements**

### **A. General**

1. Outside burning is prohibited except in a barbecue, smoker or approved fire pits.
2. Fireworks and burn barrels are strictly prohibited.
3. Weed burning torches are permissible except during burn bans.
4. A spark arrestor screen shall be used on any open flame other than on a barbecue or smoker.
5. The fire shall not create a nuisance from smoke, obscure visibility on roads, or endanger life or property.
6. An adult, water and equipment capable of extinguishing the fire, shall be in constant attendance at the site while burning.
7. All open fire activity shall be suspended during county-wide burn bans.
8. Violations shall result in a fine, see Appendix H.

### **B. Barbecues or Smokers**

Barbecues or smokers are permitted in a safe area, such as on a patio or deck.

### **C. Fire Pits**

1. Fires shall consist of only firewood or charcoal briquettes and are not for the disposal of debris.
2. Fire pits shall be of metal, concrete or decorative stone construction, not to exceed 3' in diameter.

3. Fire pits shall have at least a 10' firebreak surrounding it and allow a 20' vertical clearance from overhanging branches.
4. Only 1 fire pit is allowed per parcel.
5. All fire pits shall be inspected and approved by the GM or appointed representative. A copy of the approval shall be maintained by the owner, along with a copy filed in the Business Office.

#### **D. Violations**

Any outdoor burning, including non-approved fire pits, shall receive an automatic fine, see Appendix H.

### **5.7 Tree Policy**

AGYC Covenants embrace a tree policy that strives to preserve as much view as possible, while at the same time removing as few trees as possible. No trees greater than 5" in diameter at any height may be removed from any property without appropriate documentation and approval. Owners are responsible for removing all debris following tree removal within 30 days.

AGYC shall be held harmless from any problems occurring as a result of this policy. Anyone causing damage to AGYC property shall be held responsible for repairing the damage.

See Appendix H for unauthorized tree removal.

#### **A. Tree Committee**

1. **Removal of Trees.** Owners of existing homes or lots, not involved with construction activities, shall submit written or website requests to the Tree Committee before removing any tree over 5" in diameter at any height. Factors taken into consideration include proximity of trees to a dwelling, health of trees, safety concerns and view restrictions.
2. **Unsafe or Menace.** Trees declared by a qualified forester to be unsafe or a menace to life or property shall be removed by the owner, at owner expense. The owner shall submit written or website request, prior to removal, to the Tree Committee.

#### **B. Building & Architectural Committee**

1. **Accessibility & Perk Tests.** Lot owners may "brush" or remove vegetation from their lot for accessibility and as necessary to conduct perk tests. Brushing may include removal of small trees less than 5" in diameter.
2. **Construction.** Owners shall submit detailed plans to the B&A Committee for any tree removal required for construction activities. The final determination shall be included in the B&A plan approval.
3. **Views.** If during construction, an owner is concerned views are unreasonably obstructed by a neighbors' trees, the owner shall first contact the tree owner to discuss removal or topping of such trees.
  - a. If the tree owner agrees, the request for the desired action shall be submitted to the B&A Committee.
  - b. If the tree owner does not agree, the B&A Committee may require the tree be removed or topped, in consultation with the Tree Committee, at the expense of the owner/resident requesting removal or topping.

#### **C. General Manager**

1. AGYC Property. Trees or vegetation located on any AGYC property may not be removed, altered, or displaced, except to gain rights-of-way to owners' property, without approval

from the Board. Committees seeking to remove trees or vegetation from AGYC common areas shall submit a written plan or basis for removal. Requests shall be submitted to the GM, who consults with the appropriate committee before submitting the request to the Board.

2. Developer. Special circumstances may arise, whereby the developer wishes to remove trees or indigenous growth from their own property (not involving construction) or AGYC property. Requests are submitted to the GM. If warranted, the Board takes action at the next meeting.
3. Golf Course. When maintaining AGYC property, the Green Superintendent will obtain GM approval when removing vegetation, trees less than 5" in diameter, or tree limbs as needed. Trees over 5" in diameter shall have Board approval prior to removal.

**D. Violations of this policy shall receive fines, see Appendix H.**

### **5.8 Signs**

There will be no Signs are prohibited on any property or buildings except as follows:

1. One sign giving the names of the owners or occupants, not to exceed four square feet.
2. One sign giving the name of the main contractor during the period of actual construction, not to exceed six square feet.
3. Two "For Sale" signs per property, not to exceed six square feet per sign. Signs are not allowed at any location other than at property that is for sale.
4. Political signs shall be limited to 2 per owners' property, not to exceed four square feet each, and shall be removed within 2 days after the election.
5. Any signs that become unsightly or are unauthorized shall, after 15 days notice, be removed by AGYC.

### **5.9 Pets**

1. AGYC may require removal of pets that are obnoxious to neighbors. Obnoxious behavior includes, but is not limited to, excessive barking day or night, property destruction and viciousness.
2. Owners of pets shall not allow their pets to leave the owner's property. Dogs are required to be on a leash when off their property.
3. Owners of pets are required to clean up after their pets and to remove their pets' droppings, placing them in their own garbage or community waste stations.
4. Unsupervised pets are prohibited on the golf course or driving range unless riding in a golf cart.
5. Service animals may accompany their owners in any area.
6. Violations of the Pet Policy may result in a fine, see Appendix H.

### **5.10 Speed Limits**

Members and guests will adhere to all AGYC posted speed limits and stop signs. Where the speed limit is not posted, a 20 MPH speed limit shall apply. AGYC may employ control devices including, but not limited to, speed bumps, radar signs and cameras.

### **5.11 Newsletter Publication Guidelines**

The *Foremast* is a monthly newsletter disseminated by email, hard copy and posted on the AGYC website.

The Foremast purpose is to:

1. Provide information to AGYC members and people outside of the community, including real estate agents, potential home buyers, local businesses and visitors to the area.
2. Share articles that are topical, factual, accurate, timely, positive, unbiased and of general interest.
3. Portray the community in a favorable light.

The Foremast shall include the following kinds of articles/information:

1. Summary of Board meetings and monthly financial report.
2. Information or updates on significant AGYC developments, such as dues and assessments, roads and drainage, emergency planning and security.
3. Information about annual meetings, candidates and elections.
4. Reports from the Board, GM, Head Golf Professional and department heads.
5. Monthly AGYC event calendar.
6. Monthly AGYC committee reports on activities, events and members.
7. AGYC club reports, including Men's Club, Ladies Club and Yacht Club.
8. "Local color" articles about AGYC, the Hood Canal area or special features.
9. Introduction of new AGYC members and other pertinent membership information.
10. Monthly real estate activity.
11. Public service announcements and paid classified and commercial ads.

The Foremast shall not publish articles that are:

1. Editorial or controversial in nature.
2. Misleading or libelous.
3. Political or commercial in nature.

All articles submitted are subject to the above guidelines and shall include the author's name. The editor of the *Foremast* is responsible for making the final determination of whether an article or other information is included in the *Foremast*. If there is a dispute, the editor's decision may be appealed to the Board.

### **5.12 Memorials**

Memorials to recognize persons or pets are allowed in the community, pending approval by the Board. Requests are submitted to the Environment Committee, reviewed and a recommendation is presented to the Board for approval. The preferred memorial is a patio or entryway brick purchased from the Men's Club. Other types of memorials may be considered on a case-by-case basis and are subject to Board approval. Unapproved memorials shall be removed.

### **5.13 Noise**

Repetitive, frequent or continuous noises that interfere with normal activities, such as sleeping and conversation, are prohibited. The short-term use of landscaping equipment, such as mowers and leaf blowers, is acceptable. 10 P.M. to 7:30 a.m. is designated as "quiet time," when loud music and any excessive noise that intrudes on individual neighbors or the community-at-large are prohibited. This Policy does not apply to AGYC maintenance equipment.

### **5.14 Health Compliance**

While on AGYC-owned or AGYC-leased property, including the Clubhouse, patio, golf course, driving range, The Pointe, Annex, Wickiup and parking areas, AGYC members, their guests and members of the

public shall comply with all federal, state and local health guidelines across multiple illnesses. This includes, but is not limited to, practicing good hygiene and preventative health measures. **AGYC**

## **Employment & Personnel Policies**

### **A. Family Employment Policy**

1. AGYC is a small, member-owned homeowner’s association, with assets and common areas in rural Mason County. AGYC encourages employment of HOA members and non-HOA members, including family members, as defined below. Employment shall be based solely on qualifications and experience for the position, and advancement shall be based on merit and a fair, unbiased assessment of skill and performance in the position.

2. Protection of HOA records and funds. The purpose of the Family Employment is to protect the integrity and confidentiality of financial information and personnel records, and retain administrative control of HOA computer software and programs.

3. Definition.

a. “Related to” is defined as any one of the following:

- i. Parent, child (including adopted), grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece and first cousins; or
- ii. Husband, wife, step-parent, step-child, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, half-brother, half-sister, uncle, aunt, nephew, niece, spouse/partner, past or present, of any of the relations above; or
- iii. Cohabiting couples, significant others, persons living in the same household, or non-owners residing in the HOA.

b. “HOA member” is defined as a person who owns an interest in any parcel at AGYC, either individually or in the name of a legal entity.

c. For purposes of this policy, the Business Office, Restaurant, Golf Shop and Greens/Maintenance are considered individual “departments.”

The Personnel Policies, adopted by the Board, are contained a separate document. It is considered a part of the overall Alderbrook policies, incorporated herein by reference, and includes the following sections:

1. Purpose and Scope
2. General Policies and Practices
3. Employment Practices
4. Hours and Attendance
5. Compensation
6. Benefits
7. Leaves
8. Performance Reviews and Training
9. Employee Responsibility and Conduct
10. Discipline and Termination

## **7.0 Standing and Special Committees**

The following standing and special committees are established to provide assistance and recommendations to the Board and the GM, and act as a liaison between the membership and the GM. Standing Committees Chairs are appointed by the Board President, with the advice and consent of the Board. Special\* Committee members are each appointed by the Board, and the Committee members select a chair from appointed members.

It is the responsibility of the Board President, with the advice and consent of the other Board members, to appoint the Chair of each committee. A Chair may serve a maximum of three consecutive terms. Committee Chairs shall accept volunteers and select members from a broad spectrum of membership to allow members the opportunity to contribute their ideas to AGYC through committee participation. This paragraph shall not apply to Special\* Committees in Section B, C and N below.

The committees meet as necessary, with meeting dates, times and agendas announced prior to the meetings. Minutes shall document attendance and recommended actions, be forwarded to the Board and GM, and available for membership review. All original documentation received by a committee shall be kept in the Business Office, including contracts, plans, permits and communication.

Each committee shall provide recommended items to be added to the budget, with the estimated cost, schedule and priority for each, to the Finance Committee.

#### **A. Activities Committee**

The Activities Committee shall consist of at least three (3) members plus a Chair. The committee will:

1. Plan, schedule and coordinate social events for AGYC members.
2. Coordinate all activities with the GM.
3. Provide input to the *Foremast* to communicate upcoming events to the membership.

#### **B. Adjudication Committee\***

The Adjudication Committee is a dispute resolution entity chartered under Article VII, Section 3 of the Bylaws. The Committee is responsible for adjudicating claims that a member violated AGYC's governing documents. The function of the Committee is to provide an unbiased, independent review and evaluation of claims or disputes between a member and AGYC.

The Board President appoints five (5) members, with the advice and consent of the other Board members. The Committee selects its Chair from the appointed members. Board members are prohibited from sitting on this Committee.

Any matter referred to this Committee shall be considered by a minimum of three (3) members. If three (3) members are not available to accomplish a timely or impartial decision, additional members may be appointed by the Board as needed.

The Committee operates in response to a request from the GM if a member disputes a GM-proposed resolution. Policy 9.2 on Rules Enforcement applies to resolution of the issue. If a Board member is a party to a dispute or complaint, refer to Policy 1.4 AGYC Management, Item 8 'Code of Conduct for Board Members'.



The timelines recommended for completing this process may be extended if agreed to in writing by all parties.

For issues requiring Committee action, the following procedure shall be followed:

1. The GM shall notify the Board when a dispute is referred to the Adjudication Committee for resolution. The Board shall refrain from discussing the issue with the parties, Association members and other Board members.
2. The GM provides all relevant documentation to the Committee and may be asked to provide additional background information.
3. At least three (3) members of the Committee meet as a group, in person, to review all information related to a particular issue. Electronic participation is prohibited. The Committee interviews the alleged violator(s) and other members or persons with relevant knowledge. Committee members and all interviewees shall sign the meeting notes.
4. The Committee shall document in detail its decision and the basis for it.
5. The Committee Chair sends the detailed decision to the GM, who forwards it to the involved parties within one (1) week.
6. If an involved member disagrees with the decision of the Committee, they may, within two (2) weeks of the date of the letter conveying the Committee decision, file an appeal to the Board and request a hearing. The Committee Chair shall attend the hearing to present the basis for the Committee decision. Members who are party to the dispute shall be invited to attend the hearing and to address the Board.
7. If an appeal is not filed within two (2) weeks from the date of the Committee decision letter, the determination shall be ratified by the Board.

### **C. Building and Architectural Committee\* (B&A)**

This Committee meets at least once per month, on the second Monday of the month, and otherwise as scheduled. B&A consists of at least three (3) AGYC members, in addition to one (1) voting member of the Roads & Drainage Committee, and one (1) voting representative of Alderbrook Properties. The Board President, with the advice and consent of the other Board members, appoints each member of the Committee. The Chair and Vice Chair are selected by the appointed Committee members, and each serves a 3-year term, with the option of serving an additional 3-year term.

B&A is authorized to review and act upon any plans or proposals to construct, erect modify, or improve any structure, create or alter an entry way, and develop, improve or maintain residential lots prior to implementation on all property within AGYC. B&A ensures consistency with the intent of the Covenants and AGYC governing documents. All final determinations by B&A may be appealed to the Board. (See Appendix D, Construction Guidelines.)

1. **Responsibilities.** In accordance with the Construction Guidelines (Appendix D), B&A shall:
  - a. Review and act upon construction plans for all new homes, external structures, driveways and landscaping plans prior to project onset.
  - b. Review and act upon plans for any home improvement projects that alter the footprint or exterior shape of the structure.
  - c. Review and act upon any major changes to existing landscaping.
  - d. Monitor all projects to ensure compliance.

- e. Monitor all properties for rules violations, and report to the GM for follow-up action.
  - f. For any new construction, confirm with Roads & Drainage Committee that drainage plans, including culverts in the rights-of-way, are consistent with the Construction Guidelines. Any drainage to the golf course or other AGYC common property, except road rights-of-way, shall include a Drainage Easement (Appendix E).
  - g. Monitor construction or remodeling projects to ensure the Construction Guidelines (Appendix D) are being met.
  - h. Review and provide recommendations on changes to the Construction Guidelines.
  - i. Include in meeting minutes, a record of all plans submitted and B&A decisions.
2. **Agenda.** B&A shall provide an agenda of its meetings to the general membership and Alderbrook Properties at least **five (5) days** in advance of its meetings, including address-specific action items and a general description of the project(s).
- NOTE: Applications received by the first Monday of each month** shall be scheduled for the next meeting. This timeline provides B&A sufficient time to review the application and request additional information, if necessary. Applications received **after the first Monday of the month** shall be scheduled for the following month's meeting.
3. **Notice to neighbors.** There is an approved form for Notice to Neighbors included with the Application. An owner is responsible for delivering a courtesy notice to each adjacent neighbor, including detail of an approved project prior to construction. A copy shall be placed in the owner parcel file in the Business Office.
4. **Record of Action.** A summary of new applications and approved projects shall be posted in the *Foremast* each month. Upon approval, detailed meeting minutes shall be posted on the AGYC website.
5. **Summary to the Board.** A summary of address-specific applications and committee action shall be submitted each month to the Board. The monthly meeting minutes shall include the status of pending projects and is available on the AGYC website. These monthly minutes and summaries shall be maintained in a B&A file in the Business Office, and a copy placed in each parcel file.
6. Changes to the Construction Guidelines shall be approved in writing by Alderbrook Properties.

#### **D. Communications Committee**

The Communications Committee is composed of at least three members plus a Chair. The purpose of the Committee is to make recommendations to the Board and GM about ways to inform, engage and educate members regarding issues important to their understanding of, and participation in, AGYC affairs.

The Committee shall:

- 4. Manage the content, design and advertising of the monthly newsletter.
- 5. Review and make recommendations regarding the AGYC website.
- 6. Review and make recommendations regarding other AGYC communications.
- 7. Recommend non-electronic means of communications.

8. Manage the content, design and advertising of the monthly newsletter per the guidelines set for the in Section 5.0.

#### **E. Election Committee (see Appendix G)**

The Election Committee is composed of a Chair appointed by the President with the advice and consent of the Board. The Chair shall choose (3) or more members, ratified by the Board, to assist in the voting process.

The Committee shall:

1. Review the existing procedures and recommend any changes to the Board for consideration and approval.
2. Determine the members eligible to vote, per AGYC governing documents, as of a date ten (10) days before the annual meeting, in conjunction with the GM and the Business Office.
3. Receive and control all ballots.
4. Count the ballots and report the voting results to the President for announcement/publication.
5. Document the results for the permanent file and note any recommended changes for the future.

The Election Committee is active in the 60-day period prior to any general membership meeting where voting is to take place or in other cases as requested by the Board. The Chief Administrative Officer shall be available prior to the meeting to provide assistance to the Election Committee members in determining voting eligibility when people are checking in at the meeting.

#### **F. Emergency Preparedness Advisory Committee (EPAC)**

The EPAC Committee is responsible for:

1. Presenting information on emergency issues facing the community.
2. Sharing preparedness information with the AGYC community to enhance their personal and household preparedness.
3. Acting in an advisory capacity to the GM and Board on related issues.

The committee shall consist of at least three (3) members and a Chair.

#### **G. Environment Committee**

The Environment Committee is responsible for evaluating the general environmental conditions at and around AGYC. The Committee shall:

1. Develop and recommend concepts for future projects.
2. Provide recommended policies and procedures for the Organic Collection Site (OCS).
3. Plan for and implement beautification projects within the constraints dictated by the budget allocations.

The Committee shall consist of a Chair and at least four (4) members.

#### **H. Finance Committee**

The Finance Committee is responsible for reviewing all financial aspects of AGYC. The Committee does assume an active role in the day-to-day operation or management of AGYC, nor does it have approval authority related to financial matters.

Membership will consist of at least four (4) members, including a Chair, plus Board Treasurer. At least one (1) member of the Committee should have a background in finance and should be familiar with audits and audit procedures.

The responsibilities of the Committee shall include:

1. Review the proposed annual budget and make recommendations.
2. Review all plans for capital improvement programs.
3. Periodically review and make recommendations to the GM relative to financial procedures and accounting.
4. Recommend internal review and audit plans.
5. Review and make recommendations to investment policies for the savings, reserves and retirement plans.
6. Review and make recommendations on short-term and long-term capital financing plans.

#### **I. Golf Committee**

The Golf Committee is responsible for providing recommendations regarding all golf-related activities.

The responsibilities of the Committee shall include:

1. Recommend specific activities, junior programs and instructional programs to increase the member involvement and enjoyment in the game.
2. Work with the GM to generate and maintain reciprocal agreements with other golf clubs.
3. Work with the Golf Shop on tournaments.
4. Recommend local rule changes governing the use of the golf course.
5. Recommend changes to the dress code.

This Committee consists with at least four (4) members and a Chair and shall include the current Men's Club President, Ladies Club Captain and a representative from the Activities Committee and Marketing Committee. It meets as required but at least once per month during April through October.

#### **J. Governing Documents Oversight Committee (GDOC)**

The GDOC is responsible for reviewing, updating and maintaining the governing documents of AGYC.

This includes the Covenants, Bylaws and Policies and Procedures (P&P). The goal is to improve consistency, integrity, transparency, enforceability and version control. The Committee will consist of a Chair and at least three (3) members. Meetings occur as needed.

#### **K. Greens Committee**

The Greens Committee is responsible for recommending policies, rules, repairs and enhancements that affect the golf course. The Committee shall:

1. Meet regularly with the GM, Head Golf Professional, and Green Superintendent to assess the playability of the golf course and make recommendations for changes.
2. Recommend golf course enhancements and major maintenance.
3. Assist in coordinating scheduled major maintenance projects.
4. Suggest long-range planning and priorities for changes to the golf course.

The Committee consists of a Chair, an Environment Committee member, and at least six (6) members who represent our golfing membership (both men, women and a mix of handicaps). It meets regularly during the golf season and at such other times as is necessary to plan projects, prepare budget requests or provide recommended solutions to emergent problems.

#### **L. House and Facilities Committee**

The House and Facilities Committee is responsible for ensuring the integrity, upkeep, usage, décor and maintenance of the AGYC common- area facilities.

The Committee shall:

1. Recommend enhancement opportunities for the common area facilities, such as the Clubhouse, Annex, The Pointe and Wickiup area.
2. Suggest ways to ensure that common area facilities are maintained and utilized with guidelines.
3. Explore and recommend opportunities for enhancement and possible development of existing facilities.
4. Promote use of community facilities.
5. Assist GM and Board as requested.

This Committee shall consist of a Chair and at least three (3) members. Meetings occur as needed.

#### **M. Marketing Committee**

The Marketing Committee is responsible for making recommendations on strategies and ways to promote the use of Alderbrook facilities. Responsibilities include, but are not limited to:

1. Suggest ways to market and promote the golf course and restaurant operation.
2. Identify target audiences, locally and in surrounding areas.
3. Determine various methods of communication to reach target audiences.
4. Recommend incentive plans to encourage use of our facility over alternatives.
5. Gather information on competition and events (closures, new courses, tournaments, etc.).
6. Suggest ways to network with community businesses and organizations for mutual benefit.
7. Promote activities to enhance membership in AGYC.

Membership shall consist of at least four (4) members. Meetings occur as needed.

#### **N. Nominating Committee**

The Nominating Committee shall be formed annually to seek out and present candidates for the Board. The Board President appoints the members of this Committee, including the Chair, with the advice and consent of the Board members.

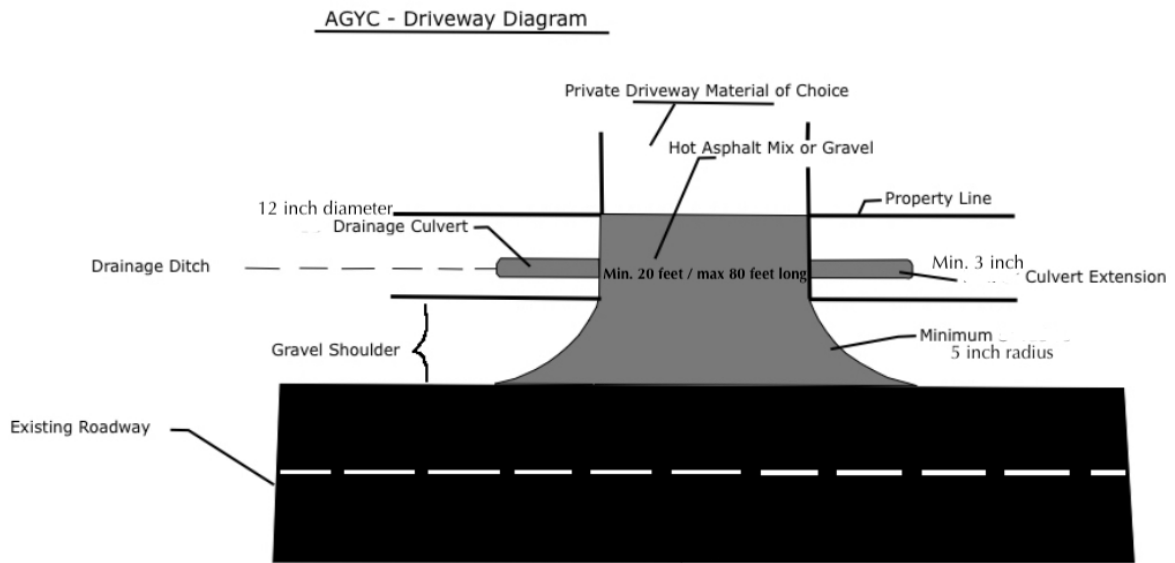
The committee shall be formed approximately five (5) months prior to the annual meeting and will be active only until the election of the new Board members.

The duties of this committee include the following:

1. Communicate with all AGYC members, encouraging any member in good standing who wishes to run for one of the open Board positions to submit their name for inclusion on the ballot.
2. Meet to determine a list of potential candidates, other than those who have voluntarily submitted their names, and contact them to determine their interest in serving on the Board.
3. Any members who wish to run may have their names added to the roster by contacting the Committee at least 75 days before the annual meeting. After such time, names will be added only if the potential candidate submits a petition signed by at least 5% of the total votes, to the committee at least 45 days before the annual meeting.
4. Obtain personal biographies on each candidate, to be printed and distributed to the entire membership with the ballots prior to the annual meeting.
5. Present the list of candidates to the Business Office at least 50 days prior to the annual meeting, for inclusion on the ballot.
6. Organize a "Meet the Candidates" meeting at least three (3) weeks prior to the annual meeting. Publicize the meeting and encourage all members to attend.

**O. Roads and Drainage Committee (R&D) (see Appendix F)**

1. R&D goal is to:
  - a. Maintain all AGYC-owned roadways in good order and free from hazards. This includes, but is not limited to, hazard repairs, snow and debris removal, road sweeping and elimination of on-the-road obstructions, striping, drainage and other conditions that affect the overall status of all roadways and adjacent rights-of-way.
  - b. Provide road signage within AGYC that conforms to Federal and state standards established by the Manual for Uniform Traffic Control Devices (MUTCD).
  
2. R&D provides recommendations for maintenance of:
  - a. Roads and rights-of-way.
  - b. Road signage, striping and lighting.
  - c. Drainage and culvert requirements.
  - d. Pruning and clearing to permit good vision at intersections and curves.
  - e. Driveway access across rights-of-way. (See diagram below, and in Appendices D & E.)
3. Provide the GM with projected project schedules, pending Board approval.
4. Make recommendations to the Board for winter projects for the Green/Maintenance Department.
5. Report to B&A regarding drainage plans, including culverts on the rights-of-way, consistent with the Construction Guidelines. Any drainage to the golf course or other AGYC common property, except road rights-of-way, shall include a Drainage Easement (Appendix E).
6. Confirm to B&A that driveway plans are consistent with the Construction Guidelines.
7. R&D consists of at least two (3) members, including a B&A Committee representative, plus a Chair, and meets as necessary.
8. Driveways crossing rights-of-way shall be constructed per the following guideline. Private driveway material is of the owner's choice. Hot asphalt mix or gravel is recommended; concrete is prohibited in the AGYC rights-of-way (ROW).



**P. Strategic Planning Committee**

This Committee is responsible for recommending updates to our Strategic Plan. The purpose of the updated Plan is to ensure that AGYC operates in an orderly, efficient and timely manner in representing the membership. The Committee meets as necessary to accomplish the following objectives:

1. Assess where we are now and where we want to be in ten (10) years.
2. Establish a planning process that provides an opportunity for AGYC member input.
3. Collect and consolidate committee recommendations for the overall betterment of AGYC.
4. Communicate plan development concepts to the Board, other committees, membership and GM on a regular basis.
5. Monitor progress of Strategic Plan and provide recommendations on updates.

This committee shall consist of at least three (3) members and a Chair.

**Q. Tree Committee**

The Tree Committee is responsible for reviewing all requests for tree removal not involving new construction or other B&A projects. This Committee acts in an advisory capacity to B&A when tree removal is proposed outside the 10' construction footprint. This Committee also acts in an advisory capacity to the Greens Committee and GM for any trees in the AGYC common areas.

The Committee consists of a Chair and at least three (3) members. (See section 5.7 Tree Policy)

**R. Welcoming Committee**

The purpose of the Committee is to identify, greet and orient new AGYC members to the Alderbrook community.

The Committee shall:

1. Work with the GM and staff to identify new property owners.
2. Send a letter of welcome.
3. Contact the member and facilitate an introduction.
4. Provide the new member with an Alderbrook Directory and list of local utilities and emergency contact numbers and access information for the governing documents.
5. Provide the new member with information on key personnel, including the General Manager, Board and Business Office staff.
6. Offer the member a tour of facilities, including Clubhouse, Annex, The Pointe and Wickiup.
7. Provide the new member with information about groups, including Men's and Ladies Clubs, Yacht Club, card players, etc.
8. Offer to act as a contact point if there are questions about the community.
9. A Welcoming reception is be held for those new to our area.

The Welcoming Committee is composed of at least three (3) members plus a Chair and meets monthly.

## **8.0 Business and Finance**

### **A. Accounts Receivable Write-off's**

No Accounts Receivable shall partially or totally written off without the express approval of the Board and a notation in the meeting minutes stating the reason and amount(s) of such write-off.

### **B. Prior Year Adjustment**

Changes shall be made to prior year data only with the express recommendation of the CPA and Treasurer, and written consent of the Board. The reason for such adjustment shall be included with the recommendation.

### **C. Transfer Fee**

A transfer fee shall be charged on any transaction that results in a complete change of ownership on an existing title. A fee shall be charged for a partial change in ownership exclusively for the purpose of changing the eligible golfing members on that property. See Appendix H for fee amounts.

1. The following categories are excluded from payment of the transfer fee: Marriage, Divorce or Death  
In the event of marriage, divorce or death of an existing member, the transfer fee is waived to add or replace one person on the title for membership privileges.
2. Other owners  
When a property is owned by three (3) or more individuals, or a business, and is registered with AGYC, there may be a change in membership privileges once every three (3) years, for each building lot, without imposition of the transfer fee.
3. Unusual Circumstances
  - a. In the event of unusual circumstances (such as severe medical problems) a member may request a waiver of this fee from the Board.
  - b. In no case shall membership changes be permitted without the person being added having at least a fractional ownership interest in AGYC property.



#### **D. Construction Damage Mitigation Fee**

A construction fee shall be charged for performing major construction, defined as new homes, garages or significant remodeling activity requiring a building permit from Mason County.

The construction fee shall be paid when the application is made to B&A. The request will not be acted upon until the fee is paid. See Appendix H for see amounts.

Construction activities commenced without B&A approval are deemed to be “evading the fee” and the penalty will be a doubling of the fee scheduled, see Appendix H.

#### **E. Tournament Credits**

1. Golfers are eligible to win credits through participation in weekly golf competitions or other golf tournaments conducted or organized through the Golf Shop.
2. For Non-AGYC members, credits may be used as follows:
  - a. Redeemed for Golf Shop merchandise or Converted to a Golf Shop Gift Card.  
Golf Shop Gift Cards are for Golf Shop merchandise only.
  - c. Golf Shop Gift Cards do not expire.
3. For AGYC Members, credits may be used as follows:
  - a. Redeemed by December 31<sup>st</sup> of the year earned for Golf Shop Merchandise only; or may be converted to an AGYC Gift Card and used as described in Section F below.
  - c. Member credits do not expire.
4. Golf Shop accounts created for member and non-member credits and account balances are available in the Golf Shop.

#### **F. Gift Cards**

1. Golf Shop Gift Cards are redeemable for Golf Shop merchandise only, and do not expire.
2. AGYC Gift Cards are redeemable for Golf Shop merchandise, including special orders, Green Fees, Driving Range, rentals, and restaurant purchases.
3. AGYC Gift Cards may be purchased in the Golf Shop, restaurant or online, and do not expire.
4. Gift Cards shall not be redeemable for:
  - a. HOA dues; or
  - b. Cash; or
  - c. Restaurant or bar server tips.

#### **G. Reserve Study**

The Association prepared a Reserve Study, per RCW 64.38, supplemental to the O&M budget. A funding plan for the work recommended by the reserve study, if any, is based on a physical analysis and a financial analysis.

**1. Creation.** The Association conducted a baseline Reserve Study, including a physical analysis and a financial analysis, as follows:

- a. The Physical Analysis included:
  - i. A component inventory identifying those portions of the community the Association is obligated to maintain, including the useful life of each component.
  - ii. A condition assessment of each component on the component inventory by on-site inspection.
  - iii. Estimates of the remaining useful life and replacement costs of each component.
- b. The Financial Analysis includes:

- i. An analysis of the funds currently held in the Association's Reserve Fund in relation to the expected needs of the Association, per the Reserve Study.
- ii. A future funding plan to meet the requirements of the Reserve Study.
- iii. Analysis of the contribution rate to achieve and maintain full funding within 30-year study period.

**2. Update of the Reserve Study.** Each year following the baseline reserve study, the Association reviews the Reserve Study, including a physical and financial analysis, to and determine increases in replacement costs and decreases in remaining useful lives of the components. The update may be done with or without a site visit. In determining whether a site visit is required in any given year, the Association will take into consideration the following:

- a. Any special or extraordinary issues facing the community (such as an increase in maintenance issues.)
- b. Increased deterioration in any components beyond normal wear and tear.
- c. Economic changes affect replacement cost of any component.
- d. Whether routine maintenance of the components has been kept up.

**3. Funding the Reserve Fund.** The Reserve Fund is funded through regular assessments and, when necessary, special assessments levied by the Association. The Reserve Fund shall be funded at a level to always maintain a positive balance.

**4. Investing the Reserve Funds.** It is the intent of AGYC to protect the Reserve Fund principal to ensure that all Reserve Fund investments are Federal Deposit Insurance Corporation (FDIC) insured and/or guaranteed by the U.S. Government.

- a. The Reserve Fund shall be held in a separate interest-bearing FDIC insured savings account, up to the maximum allowed by law. Funds exceeding FDIC insurance limits shall be transferred to other FDIC secured investments to protect the Reserve Fund's principal and earn interest.
- b. The funds shall be invested to meet all planned Reserve Fund expenditures for the budgeted fiscal year. Investments shall be made to provide the highest possible interest while maintaining Reserve Fund liquidity and principal preservation.
- c. The Treasurer is responsible for tracking Reserve Fund investments. The Board may elect to delegate day-to-day Fund transactions to the GM.
- d. The Treasurer, with Board concurrence, may propose a qualified fiduciary broker or financial institution, to make recommendations and manage the Reserve Fund investments.
- e. The GM shall provide a quarterly written report to the Board, outlining the status of the Reserve Fund and recommending investment changes.

**5. Withdrawals.** Withdrawals may be made to pay for unforeseen or unbudgeted costs unrelated to maintenance, repair or replacement of the Reserve Study components.

- a. The Board shall approve and record any such withdrawal in the minutes.
- b. Notice of any such withdrawal shall be sent prepaid by first-class mail to the mailing address of each parcel owner.
- c. A repayment schedule, not to exceed 24 months, shall be adopted, unless it is determined that repayment within 24 months imposes an unreasonable burden on the parcel owner.
- d. Payment of major maintenance, repair or replacement of Reserve Study components out-of-cycle with the Reserve Study projections may be made from the Reserve Fund account without meeting the notification or repayment requirements.

**6. Demand for Preparation.** If more than three (3) years have passed since the date of the last professionally prepared Reserve Study, thirty-five percent of owners who cast votes may demand, in writing to the association, that the cost of a Reserve Study be included in the next budget, and that the study be prepared by the end of that budget year. The Board shall make assurances that the Reserve Study is included in the next budget. Upon ratification of the next budget, the Board shall arrange for the completion of the Reserve Study.

#### **H. Operating Contingency Fund**

It is the intent of AGYC to maintain an Operating Contingency Fund (OCF) comprising a minimum of (1) one-month general operating expenses (average monthly total for the past 12 months of Common Area and Administration expenses). The purpose of OCF is to defray the cost of unexpected and/or emergency HOA operating expenditures. Deposits to the OCF are subordinate to full funding of the Clubhouse debt service account, the Reserve Fund account, and the golf course debt service account, in that order. Full funding means deposit of the invoiced membership amount for each account or purpose, times the number of members or lots paying.

The OCF shall be handled as follows:

1. The OCF shall be kept in a separate account for this purpose.
2. The GM shall get prior written approval of the Treasurer, or a Board officer in the absence of the Treasurer, prior to any withdrawal from the OCF.
3. Monthly deposits to build or maintain the OCF shall be made from O&M fees collected. As with any savings-type account, the OCF fluctuates throughout the year as needs arise. At the beginning of the budget planning cycle, the amount needed to build or maintain a one-month level is recalculated and budgeted.
4. If the OCF exceeds one-month general operation expense (as defined above), the Board may approve the expenditure for a current project. Monthly deposits or budgeted increases to OCF may be suspended when funds reach the one-month funding level.
5. A report on the transfer and expenditures from the OCF shall be disclosed as part of the monthly Treasurer's report to the Board and membership.

#### **9.0 Rules & Policy Enforcement**

All AGYC members, residents and guests are subject to the rules contained in the governing documents and policies adopted by the Board. The purpose is to provide the membership a high degree of safety and enjoyment.

Each member is responsible to have or obtain a current copy of the Covenants, Bylaws, and Policies and Procedures, and updates to these documents as they occur. Members are responsible to keep family members, friends and renters advised of all applicable provisions and updates of the governing documents.

Any member may file a complaint about a Rule or Policy violation. Complaints shall be made in writing (paper or email) to the GM. Member-to-member disputes not involving Rule or Policy violations are not handled by AGYC. When a Board member is party to a dispute, Policy 1.4, section 8 applies.

### **9.1 Acts of Misconduct**

Activities considered inappropriate behavior include, but are not limited to, the following:

- Damage to community property.
- Repeated violation or disregard of AGYC governing documents.
- Disrespectful behavior towards employees.
- Acts of endangerment.
- Public misconduct.

### **9.2 Enforcement Process**

Complaints received shall be handled per the guidelines and retained in the Business Office. The timelines recommended for completing this process may be extended if agreed to in writing by all parties.

#### **A. Informal Contact**

1. Within a week after an alleged violation is reported, the GM shall contact the involved parties.
2. The GM shall keep a record of any contact with the involved parties by date and a summary of each conversation.

#### **B. Formal Contact**

1. If the issue cannot be resolved informally, the GM shall send a letter to the involved parties within two (2) weeks after the informal contact.
2. The letter shall include a proposed remedy, a time limit to correct the problem and the penalties for noncompliance. (See section 9.3.)
3. The GM shall notify the Board by email the name of the involved parties and alleged violation. Board members shall refrain from discussing the issue.
4. Either party has the right to appeal the GM's proposed remedy to the Adjudication Committee. The appeal shall be submitted to the GM within two (2) weeks of the date of the letter.

#### **C. Adjudication Committee Appeal Process (See Policy 7.0.)**

1. If the issue cannot be resolved by informal or formal contacts with the GM, an involved party may file an appeal.
2. The GM shall notify the Board when a dispute is referred to the Adjudication Committee for resolution.
3. The Board shall refrain from discussing the issue with the parties, AGYC members and other Board members.
4. The GM provides the Committee with all documentation applicable to this issue.
5. The Committee meets in person within two (2) weeks of the appeal.
6. Any person with relevant information to this issue may be invited to attend the meeting and provide additional information to the Committee.

7. After interviews and investigation are complete, the Committee shall deliberate and determine its decision to the issue.
8. A letter outlining the decision of the Committee shall be sent to the GM for forwarding to the involved parties within one (1) week.

#### **D. Board Appeal Process**

1. If requested by an involved party, the issue may be appealed to the Board within two (2) weeks of the date of the letter conveying the Committee decision.
2. A hearing shall be scheduled by the Board within two (2) weeks of the request.
3. Any person with relevant information to this issue may be invited by the Board to participate in the meeting.
4. The Board may uphold, revise or make changes to the penalty.
5. A letter shall be sent to the involved parties within 1 week of the Board decision.
6. The decision of the Board constitutes the completion of the HOA enforcement process.

### **9.3 Penalties for Rule & Policy Violations**

In accordance with AGYC Governing Documents and RCW 64.38, AGYC has the authority to seek enforcement through fines, suspension of membership privileges or court action. Situations may be corrected by AGYC, with attorney fees and other costs required for enforcement and correction billed to the violator.

#### **A. Minor Rule and Policy Violations**

1. Minor Rule and Policy violations include, but are not limited to:
  - a. Causing property damage while recovering golf balls (see Covenant 6.e).
  - b. Use of the Wickiup past 10 P.M.
  - c. Violation of dress code and/or soft spike policy.
  - d. Inappropriate or unauthorized use of carts AGYC property.
  - e. Unauthorized signs.
  - f. Absence of screening of above ground tanks.
  - g. Noise violation (See Policy 5).
  - h. Pet violations, including but not limited to:
    - Failure to pick up pet droppings.
    - Not on a leash.
    - Obnoxious to neighbors.
  - j. Property not kept in a neat and clean condition (See Policy 5.)
2. Minor Rule and Policy violations as follows: First Violation – A letter from the GM describing the violation, the remedy required, the time limit for compliance, and penalties for violation and further noncompliance.
  - a. Second Violation – If the violation is not corrected within the established time limit or if a second or similar violation occurs, the GM shall send another letter with notification of the fine assessed, see Appendix H.
  - b. Third Violation – If the violation is not corrected within the established time limit or if a third or similar violation occurs, the GM shall send another letter with notification of the fine assessed, see Appendix H.

- c. Subsequent or Continuing Violations – If the violation is not corrected within the established time limit or similar violations occur, the GM shall send another letter with notification of the fine assessed, see Appendix H.

## **B. Major Rule and Policy Violations**

1. Substantial violators of major infractions may be assessed fines according to severity of the violation. See Appendix H for fine details. Substantial Major Rule and Policy Violations include, but are not limited to:

- a. Failure to comply with B&A Guidelines in Appendix D, Construction Guidelines, commenced without B&A application or permit approval.
  - b. For substantial projects, including but not limited to clearing a lot, erecting a building, structure, fence, or wall, or where a Stop Work Order has been issued, additional remedies, fines and costs, if applicable, and other appropriate action, in the discretion of the Board. House trailers and mobile homes parked or stored on properties, except during construction.
  - c. Parking of vehicles in rights-of-way, which shall be subject to immediate towing.
  - d. Derelict vehicles stored outside on owner's properties.
  - e. Vicious Pets.
  - f. Unregistered renters.
  - g. Outside Burning – (see Policy 5)
  - h. Unauthorized removal of trees greater than 5" in diameter without prior approval (per Policy 5.).
2. Communication or interaction with an AGYC employee in a manner that a reasonable employee would find hostile, intimidating, harassing, badgering, demeaning, abusive, threatening, offensive, or disrespectful. (See Policy 4.)
3. Major Rule and Policy violations shall be assessed fines as stated in Appendix H.

## **C. Suspension of Membership Privileges**

Membership privileges, including use of the golf course, AGYC facilities and voting on membership matters, may be suspended if the violator does not satisfy the enforcement conditions. Members shall continue to be liable for dues and all AGYC charges while on suspension.

## **Appendices Available on the AGYC [Website](#)**

**Appendix A – Governing Documents**

**Appendix B – Renter Information Form**

**Appendix C – AGYC Property Sales Process**

**Appendix D – CONSTRUCTION GUIDELINES**

**Appendix E – Drainage Easement Agreement and Deed**

**Appendix F – AGYC Drainage Policy**

**Appendix G – Election Committee Procedures**

**Appendix H – Fines & Fees Schedule**

## Appendix I

Note: Document version control was not effectively tracked between approximately 2011 and 2024.

<b>Revision History</b>		
<b>Version Date (Month and Year of Board Meeting approved.)</b>	<b>Board Meeting Approved</b>	<b>Changes</b>
	2020	Official version posted
	August 2022	Amendments to P&P 7.N (Roads & Drainage), Appendix D (Construction Guidelines), Appendix F (Development Standards), P&P 5.2 (Development Standards).
	December 27, 2023	Revisions to the construction guidelines, Appendix D.
April 2024	April 24, 2024	Additions to include the Governing Documents Oversight Committee (GDOC) B AGYC Committees, 4.J & 7.0 Standing and Special Committees, J
August 2024	August 28, 2024	Amendments to create fine schedule as Appendix H.
September 2024	September 25, 2024	Amendments to Appendix G to address majority and tie votes.



September 2024	September 25, 2024	<p>Complete P&amp;Ps update for consistency.</p> <ul style="list-style-type: none"> <li>• Added to Section 1.0, 1.4, A Board of Directors - “Board positions are filled by candidates receiving a majority vote (50% +1). Elections are repeated, as necessary, until all Board positions are filled.”</li> <li>• Added to Section 3.0, 3.1, B Lot Combination – “A building permit will not be issued from Mason County”.</li> <li>• Added to Appendix B Renter Information – Rental start and end dates.</li> <li>• Make Appendices separate documents.</li> </ul>
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Revision History		
Version Date (Month and Year of Board Meeting approved.)	Board Meeting Approved	Changes
November 2024	November 25, 2024	<ul style="list-style-type: none"> <li>Removed Community Garden from the Environment Committee's responsibly</li> </ul>

December 2024	December 30, 2024	<ul style="list-style-type: none"> <li>• Rewrite 5.14 from COVID-19 to be general health.</li> <li>• Rewrite 2.1 A last bullet regarding rental of homes for clarity.</li> <li>• Add to 2.1 G “Violations are subject to fines/fees, see Appendix H.</li> <li>• Rewrite 9.3 B d to change inoperable to derelict and to specify vehicle stored outside on owner’s property.</li> <li>• Updated Appendix H for clarity.</li> <li>• Update driveway diagram in 7.0 O for readability.</li> <li>• Update driveway diagram in Appendix D.</li> <li>• Update AGYC Application for Construction &amp; Notice in Appendix D.</li> <li>• Update Notification to Neighbors in Appendix D.</li> </ul>
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