

## **Alderbrook Golf & Yacht Club Policies**

**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 4.5) 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.

The purpose of this Policy and Procedures document is to provide a repository of current information relevant to the operation and management of AGYC. It is anticipated this document will aid all members in understanding the functioning of AGYC. It is also hoped it will provide an aid to current and future AGYC management providing proper documentation and reference of the rules and regulations. All Directors, officers, committee members, agents, employees, volunteers, and all others performing services for or on behalf of AGYC, will 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 would be in similar circumstances.

This Policies and Procedures document 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 must be introduced and discussed at a meeting prior to the one at which action is taken by the Board.

## 1.2 Membership Meetings

There will be an annual membership meeting. At this meeting, such issues as election of Board members, approval of the annual budget, approval or waiving of audit, proposals, initiatives and referenda will be voted on. The audit may be waived if sixty-seven percent of the votes cast by owners at a 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 must 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 AGYC Bylaws as any individual or legal entity who owns property and who pays dues for such property. (See Owner Membership Rights, Benefits and Responsibilities at 2.1.A) 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 very 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 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 GM or AGYC 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 AGYC 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 section of this document.

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 by Resolution 2018-2 on October 15, 2018. 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 Policy 4.1.A for the full Resolution.)

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

#### **1.4 AGYC Management**

AGYC manages its affairs through a seven member Board of Directors (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 are delegated to a General Manager (GM). Roles and responsibilities of the Board, Committees, and GM are discussed below.

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

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

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

Each member of the Board is 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. A Nominating Committee will provide names of candidates for the Board. Any members who wish to run may 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 will 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, to attend, and to actively participate in one Board meeting per month.
- Time and capability to attend 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 AGYC 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, AGYC 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 Articles IV, V and VI of the Bylaws. 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 AGYC's governing documents and manage AGYC accordingly.
- Conduct open, fair, and well-publicized meetings.
- Provide a process that members can use to appeal decisions affecting their rights.
- Provide complete and timely disclosure of personal and financial conflicts of interest related to the actions of AGYC leaders.
- Propose changes to current Policies and Procedures as appropriate. Voting on these changes will 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 has 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 1.5

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 will 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 must be approved by the majority vote of the Board.

Board Members will be cognizant of the GM's available time and will make an exerted 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 will 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 will 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 to governing documents, liabilities of members to AGYC, and likely or pending litigation. Decisions made in Executive sessions must 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 must 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 will be brought to the attention of the Board as soon as possible. At the next Board meeting, a motion will be made to amend the previously approved document. After discussion and vote to accept the change, the action taken will 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 will 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, will 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 will 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 will seek to fill the vacancy as quickly as possible.
- b. Prospective appointees must be members in good standing and should be considered according to their overall qualifications to serve on the Board, bearing in mind their specific skills to meet the current needs of the existing 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 will 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 should be directed to the GM. A complaint about a Board member should 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 will 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**

Committees may be created or disbanded at any given time according to the current needs of AGYC as determined by the Board. Committees are designated by the Board to provide guidance and recommendations in a specific area of interest. A Board member will sit on all standing committees, except Adjudication, as a liaison for the Board. The GM is an ex-officio member of each standing committee. Currently AGYC operates with fourteen standing and special committees to assist in particular administrative functions of the Board.

1. Standing and Special Committees

Currently there are the following committees:

- A. Activities
- B. Adjudication
- C. Building and Architectural (B&A)
- D. Communications
- E. Election

- F. Emergency Preparedness Advisory Committee (EPAC)
- G. Environment
- H. Finance
- I. Golf
- J. Green
- K. House
- L. Marketing
- M. Nominating
- N. Roads and Drainage
- O. Strategic Planning
- P. Trees
- Q. Welcoming

Each of the committees noted above is given the responsibility to provide guidance on their specific area of interest. The Board President, with the advice and consent of the other Board members, appoints the Chair of each committee. The Chair will seek members in good standing to serve on the committee. A master list of all committees and their members will be posted. Committees will operate in their area of interest according to the description of responsibilities described in Section 7.A through 7.N of this document. Each standing committee will meet on a regular basis and provide a written report on each committee meeting to the Board and the GM. Participation and attendance at meetings is open to all members. Each committee provides recommendations to the Board.

## 2. Special 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, paragraphs D and J.

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 would carry with it a specific purpose and function. Specific results should 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 policies and procedures 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 the organization. Specific duties, responsibilities and attributes include, but are not limited to:

- Computer Skills – Must be able to use a computer and have experience with word processing, spreadsheet, presentation program and web site applications.
- Must possess and use good interpersonal skills with the Board, AGYC members and general public.
- Must be punctual, efficient, independent worker, detail oriented and possess good work habits.
- Must be able to perform and/or manage multiple tasks, projects and priorities concurrently with a positive attitude and approach.
- Ability to act professionally while performing the duties of the GM.

- Maintain AGYC operating budget.
- Demonstrate integrity, respect, and teamwork, result-oriented, innovative and focused on customer service.

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

**A. AGYC Operations** - Providing overall guidance and operational direction.

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

**B. Golf Course Maintenance and Common Areas** - Provide management and direction to the Golf Course Superintendent and oversee maintenance of the golf course and common areas held by AGYC.

1. Determine staffing levels to efficiently maintain the golf course and common areas within AGYC.
2. Ensure that task plans for maintaining common areas and beautification of AGYC are developed and implemented.
3. Develop equipment maintenance, repair, and replacement schedules.
4. Work closely with the Green 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** - Provide management and direction to the Golf Professional and oversee the operation of the Pro Shop, to ensure that the following are accomplished:

1. Development of staffing plans to minimize labor costs and maximize efficiency of Pro Shop operations.
2. Planning, scheduling and coordination of all member golf events in a manner to maximize the enjoyment by members.
3. Coordination and implementation of all Men's and Ladies Club golf activities.

4. Development and implementation of marketing strategies to maximize the income from outside play.
5. Development and implementation of plans to maximize income from Pro Shop operations and driving range.
6. Ensuring that appropriate inventory levels are maintained.
7. Establishment of appropriate pricing structure for inventory, driving range, golf course and equipment.
8. Planning, scheduling, coordination and supervision of all outside tournaments.

**D. Food and Beverage Operations** - Provide management and direction to the Food and Beverage Manager(s) and oversee the operation of the kitchen and bar areas, to ensure that the following are accomplished:

1. Development of staffing plans to minimize labor costs and maximize efficiency of Food and Beverage operations.
2. Planning, scheduling and coordination of all member social events in a manner to maximize the enjoyment by members.
3. Development and implementation of marketing strategies to maximize the income from outside functions utilizing our clubhouse facilities.
4. Ensuring that appropriate inventory levels are maintained.
5. Establishment of reasonable menus and pricing structures.

**E. Annex and AGYC Properties**

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

**F. AGYC Business Operations.**

Provide daily management and direction to the Business Office employees.

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

## **2.0 Membership**

### **2.1 Owner Membership**

#### **A. Rights, Benefits and Responsibilities**

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 as enumerated in these policies. If any two persons own together any lot within AGYC, they will 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 will be made in writing to AGYC and may be changed from time to time.

## **B. Voting Rights**

Through secret ballot the members will elect a Board of Directors to manage the affairs of AGYC and 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 have all the rights and privileges afforded by the Club. Associate Members will be eligible for all member privileges except voting. Members receive discounts, where applicable, on Pro Shop merchandise, food and beverage items, and use of AGYC facilities. Optional fees may be assessed for use of the facilities, such as Trail Fees, Driving Range and cart storage. Members will have preferential tee time privileges (up to 2 weeks in advance).

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

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

## **E. Dues and Special Assessments**

Owner-members will be responsible for monthly dues, in the amount determined by the Board. They are subject to any special assessments.

## **F. Delinquencies**

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

## **G. Renters**

Property owners shall use due diligence in obtaining renters for their property. Owners renting their property will register their renters with AGYC on a form provided by AGYC and will provide their renters with copies of applicable AGYC Policies. 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.

A renter or lessee of a home within the AGYC development is not entitled to any membership privileges. A renter or lessee is eligible to participate as an Associate or Annual Associate Member if they choose to purchase these memberships.

## **2.2 Associate Membership**

### **A. Rights, Benefits and Responsibilities**

Associate members have all of the rights, benefits, and responsibilities of owner-members except those enumerated below. Alleged violations will be referred to the GM for resolution in accordance with the Rules Enforcement procedures.

### **B. Sale of Membership**

An Associate membership may be sold by AGYC, as authorized by the Board, to a maximum of two adults. It will also include any dependent not exceeding the age of 18 years and living at home, or a dependent student not exceeding 21 years of age.

Associate members may sell or transfer this membership to others.

### **C. Voting Rights**

Associate members need not be given notice of and will have no vote on any matter pertaining to the corporate affairs of AGYC or in any special or general meeting of the regular membership.

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

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

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

Associate members will pay an initiation fee and monthly dues to AGYC, in amounts as determined by the Board. They are subject to any special assessments.

### **F. Revocation of Membership**

Associate memberships will be permanent unless revoked for cause.

## **2.3 Annual Associate Membership**

### **A. Rights, Benefits and Responsibilities**

Annual Associate members have all of the rights, benefits, and responsibilities of owner-members except those enumerated below. Alleged violations will be referred to the GM for resolution in accordance with the Rules enforcement procedures.

### **B. Sale of Membership**

Annual Associate Members may not sell or transfer this membership to others. They are valid for one year from the date of purchase. No partial year memberships will be sold. Memberships are available for either a single adult or as a joint membership for 2 adults. Separate rates apply.

### **C. Voting Rights**

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

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

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

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

Annual Associate members will not pay an initiation or transfer fee. The total amount of the annual membership fee must be paid in full at the time of purchase or renewal. They are not subject to any special assessments.

### **F. Revocation of Membership**

Annual Associate memberships will be reviewed yearly to determine if this class will continue to be offered. It may be terminated at the end of the term or within 30 days of written notice of

termination. In the case of premature termination, a refund of the prorated portion will 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 actual 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 be combined with another, where a lot combination resolves a particular problem, or where a lot is “unbuildable” under current county standards.
2. Unbuildable Lots
  - a. A lot is unbuildable 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 letter from Mason County confirming a lot is unbuildable is a prerequisite to considering an application for lot combination.
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
  - b. Not completed within 120 days of approval, 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 must be paid in full by the 25<sup>th</sup> of the billing month.

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

Disputed items on a member account must be resolved within six weeks of the charge. Refusal to pay after six weeks is treated as a delinquency and is handled 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 will be 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 that are deemed to be in the best interest of AGYC. Members will have a vote on these assessments. These assessments will be equally assessed on each member lot. Payment options may be presented. Late payment or non-payment will be considered a delinquency.

## **3.3 Delinquencies**

Delinquencies are handled as follows:

### **A. Delinquent Account – 60 Days**

Members who are sixty days in arrears will 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 will be sent a letter informing them that they are no longer members in good standing, have lost all membership benefits until their account is current. They will also be notified that their account will be liened and may be 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 late fees, place liens on property, foreclose on property, 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 shed rent, trail fees, etc.
5. Interest
6. Late Fees
7. Fines and penalties

The Board may consider settlement requests from delinquent account holders. Should an agreement be 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 (per Board Resolution 2018-2, adopted October 15, 2018)**

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 General Manager 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 State Homeowners Association law, AGYC's books and records are available to all members. AGYC will comply 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 will not permit that information to be used for any other purpose.

Persons, corporations, or other entities requesting member or employee data must request the exact data, intended use of the data, and reasons for requesting the information, in writing to the GM. This data will be 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, as determined by the GM, will be reviewed annually. The regulations and fee structures will be available to all interested parties.

#### **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 should be taken to ensure that lit materials are disposed of appropriately and safely.

#### **E. Use of AGYC tools, equipment, supplies and Shop facilities**

Members may 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 in or about AGYC, assume all responsibility for injury to them and also assume all liability to others for their acts while on the premises. In order to avoid injury and maximize pleasure, unsupervised pets are not permitted on the premises.

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

Members or social clubs that serve alcohol on AGYC premises will obtain a proper banquet permit, purchase of any liquor served, abide by all State laws regarding the distribution of alcohol, and obtain any raffle permits necessary.

### **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 must be purchased from the Clubhouse unless otherwise arranged with the GM. Hours of operation will be adjusted to the seasons, and will be posted and communicated to members on a regular basis.

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

- B. Events** – To ensure that your event date is available, scheduling should be 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 will be responsible for the cost of the event if they do not show up. Cancellations must occur three days prior to an event, unless otherwise stipulated by the organizers of that event. Exceptions will be made for medical reasons or family emergencies. Organizers of the event should post their no-show policy.

- C. Rental** – All Food and Beverage services must be purchased through AGYC, unless otherwise authorized by the GM, and are subject to a 20% service charge plus Washington State sales tax. The GM will establish Clubhouse rental fees.

Cleanup – The cleaning fee includes routine cleaning only. Any cleaning beyond routine tasks such as sweeping, mopping, dusting, trash removal, linen laundering, etc. will 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. It will be staffed and equipped to provide all food services deemed necessary. Any group that uses the Clubhouse and desires food will use the restaurant as the provider. Special exceptions, such as Yacht Club potlucks, may be granted by permission of the GM. All food and beverages purchased will be subject to Washington State sales tax.

**E. Beverage Service**

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

1. All bartenders and alcohol servers must comply with state law.
2. Minors are not permitted in the bar area at any time.
3. All bartenders, bar managers and alcohol servers must hold an Alcohol Servers Permit (WAC 314-14-010), which they must have within 60 days of employment.
4. AGYC reserves the right to refuse service to anyone. Complaints must be directed to the GM.

**F. Beverage Cart**

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

**4.3 Golf Course**

**A. General Use**

1. All play will be governed by the rules of the U.S. Golf Association, except where local rules apply, as determined by the Golf Committee, Golf Professional, or GM.
2. Children under the age of 16 years of age must have permission from the starter before play. Children not playing golf must have adult supervision at all times while on the golf course.
3. Players or persons in or about AGYC assume all responsibility for injury to them and also assume all liability to others for their acts while on the premises.
4. Damage to golf course property will be paid for by the person responsible, or in the case of a guest, by the sponsoring member.
5. Non-golfers are not allowed 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 will not be permitted except at the discretion of the Golf Professional.
8. Players who have paid a fee to play are not permitted to play more holes or rounds of golf than have been 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 must be appropriate, clean and in good repair. Certain apparel is considered inappropriate, such as fleece or jersey sweat pants, tank tops, halter or fishnet tops, bare midriffs, T-shirts, cut-off pants (shorts), or gym, swim or tennis wear. Shorts must be mid-thigh length or longer. Exception: For kids under the age of 12, T-shirts and nice shorts or pants would be appropriate if only in the practice areas and with an appropriately dressed adult.
10. From May 1 through September 30, only green-friendly footwear will be permitted (no metal spikes). However, if an exemption is requested for safety or medical purposes, the request must 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 Pro 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 as much as 12 months in advance. Returning large groups may reserve tee times as much as 15 months in advance. This will apply to tournaments as well as other group play. These large groups will not be allowed reservations on Memorial Day, Labor Day or 4<sup>th</sup> of July holidays and the nearest weekend, except as permitted at the direction of AGYC.
3. North Forty guests with reservations at Alderbrook Inn may reserve tee times as much as 12 months in advance. AGYC will 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. Men's and Ladies Clubs will be allowed to block several hours of available tee times on two separate days per week, as coordinated with the Pro Shop and/or GM.
5. Members who make tee times but fail to show will not be assessed a fee. They will be 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 must 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 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 Golf Professional must approve all Horse Race Tournaments.
5. The Pro Shop will operate all AGYC sponsored tournaments except First Mates, which is run by the Ladies Club.
6. Members who sign up for AGYC tournaments will be responsible for the cost of the event if they do not show up. Cancellations must occur three days prior to an event, unless otherwise stipulated by the organizers of that event. Exceptions will be made for medical reasons or family emergencies. Organizers of the event should post their no-show policy.

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

1. As of September 1, 2005 any golf cart owned and/or operated by a homeowner, renter, or associate member must 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 right-of-ways. 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 which are operated by AGYC.
2. The Green Superintendent determines when power carts may drive on the course. A sign will be posted by the 1<sup>st</sup> Tee indicating when cart use is permitted on the fairways. Carts may 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 Golf Professional or GM requesting this privilege must 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 must be visible on the power golf. The Golf Professional may use discretion in issuing temporary handicap signs to non-member golfers. Any abuse of this policy may result in cancellation of this privilege.
4. Children under the age of 16 must be accompanied by an adult while operating a power golf cart on AGYC premises.

#### **E. Annual Trail Fees**

In order to use personal carts on the golf course, members will be charged an annual fee, as determined by the GM. Members who own more than one golf cart will be charged only one trail fee. Authorization stickers, as issued by the Business Office, will be affixed to members and renters golf carts.

#### **4.4 The Pointe**

The Pointe, a grassy, fenced-in area across from the Clubhouse on 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.
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.
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, must 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. Remainder of the unpaid balance is due 5 working days prior to the event date unless other arrangements have been 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 not be refunded.
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 General Manager. The General Manager 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 General Manager.
7. Use of confetti or similar decorations of any kind is prohibited.
8. Event organizers are responsible for clean-up and returning the area to its original condition at the time of rental. After deduction of any incidental event costs and damage and/or cleaning costs, the remainder of the \$500 deposit shall be refunded.
9. All outdoor entertainment, including bands and sound systems shall be pre-approved by the General Manager. 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 State of 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)  
The Pointe

- Picnic Areas
- Tennis and basketball courts
- Community gardens
- Children's play area
- Bocce courts
- Off-leash dog area
- Golf course, including cart paths
- Driving range
- Yard waste and compost area
- Roads with 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 and guests, and visitors. AGYC may charge fees for using the common areas and facilities.

These requirements for use of AGYC Common Areas 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 must be reserved with the Business Office in advance of use.

- a. Smoking prohibited within 25 feet of the building.
- b. Access code for the front door available from the Business Office or Pro Shop.
- c. Parents of children who use the area are responsible for all actions and/or damages.
- d. Furniture left according to the meeting room plan.
- e. Dispose of trash and litter.
- f. Clean kitchen counters and dishes; removed 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 the 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 will adhere to all requirements noted above.

## **B. Wickiup**

### **1. General Use**

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

- a. Use after 10 PM not permitted.
- b. Open fires or fireworks are not permitted 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 area. Owners/handlers must remain with pets and shall abide by the off-leash area rules as posted.
  3. Except as noted in 1 and 2 above, pets are not permitted in other areas within the Wickiup.
- d. Dispose of trash. (Required for return of any damage deposit which may have been charged.)
  - e. Turn off lights in restrooms and covered areas.

## **2. Reserved Functions**

Use of this common area for group functions should 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 must 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 General Manager 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 carry liability insurance. Projects or services over \$5,000 require that vendors add AGYC as an "additional insured" to the policy covering the project.
2. For 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 General Manager 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 General Manager shall present all bids, proposals and any recommendations to the Board for consideration prior to approval.
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.
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 at which 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 make recommendations to the Board on any plans to develop, improve or maintain residential lots. Plans must be submitted to the B&A Committee and approved by the Board prior to lot clearing or construction of any building, structure or fence. Plans must also be submitted for major landscaping projects and any home improvements that alter the footprint of the structure. See Appendix D, Construction Guidelines, for specific details.

## **5.3 Buildings and Property Maintenance**

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

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

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

In order to protect and promote the residential character of the Alderbrook community, the Board of Directors is establishing 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 office.

1. Any member may establish a home business or office in their own residence. The member must maintain a current business license with the State of Washington and must provide a copy to the AGYC Business Office.
2. The member shall seek consent of the Board prior to establishing a home business or office. This request will be by letter to the Board with a brief explanation of the business.
3. The home business or office must 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 must 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 General Manager 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 homeowner's association.
7. After approval by the Board, information regarding the home business or office shall be maintained by the AGYC Business Office.

### **5.5 Vehicle Parking and Storage**

1. (Per Covenant 6.b) Recreational vehicles, including campers, motor homes, mini-homes, boat trailers, travel trailers, utility trailers or any mobile unit used for recreation or vacation type activity, may be parked or stored on any lot on which a permanent residence has been constructed, or otherwise as designated by the Board of Directors. 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 should 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 should 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 right-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 will 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 days.
8. Recreational vehicles shall not be used as living quarters for more than 7 days.

### **5.6 Outdoor Burning Requirements**

#### **A. General**

1. Outside burning is prohibited except in a commercial 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 commercial barbecue or smoker.
5. The fire shall not create a nuisance from smoke, obscure visibility on roads, or endanger life or property.
6. An alert person, 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 or when winds exceed 5 mph.

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

Commercially available 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 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 in non-approved fire pits shall receive a verbal and written notice for a first violation followed by a fine of \$250 per violation thereafter through July 31, 2015. All violations of this regulation after July 31, 2015 shall receive an automatic fine of \$250, without warnings, plus \$250 per violation thereafter.

### **5.7 Tree Policy**

As stated in our Covenants, AGYC embraces a tree policy that will strive 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 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 will be held harmless from any problems which may occur as a result of this policy. Anyone causing damage to AGYC property will be held responsible for repairing the damage.

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

1. *Removal of trees* - Owners of existing homes or lots, not involved with construction activities, will submit requests to the Tree Committee before removing any trees over 5" in diameter. Factors that will be taken into consideration include proximity of trees to a dwelling, health of trees, safety concerns, and view restrictions.
2. *Unsafe or Menace* - Trees that are declared by a qualified forester to be unsafe or a menace to life or property must be removed by the owner, at his expense. Notification of such removal must be submitted to the Tree Committee.

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

1. *Construction* – Lot owners may remove from their lot, any vegetation necessary to conduct perk tests or provide accessibility. If tree removal is required for construction activities, owners will submit plans to the B&A Committee. The request must receive Board approval before implementation.
2. *Views* - Owners, whose views are unreasonably obstructed by neighbors' trees, should contact the tree owner to discuss removal or topping of such trees. If the owner agrees, the request for the desired action must be submitted to the B&A Committee. If the owner does

not agree, the B&A Committee may require that the tree be removed or topped at the expense of the resident requesting this 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 right-of-ways to owners' property, without approval from the Board. Committees seeking to remove trees or vegetation from AGYC common areas must submit a written plan or basis for removal. Requests must be submitted to the GM, who will consult 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. Request will be submitted to the GM. If warranted, the Board will take action at the next meeting on this request.
3. *Golf Course* – When maintaining AGYC property, the Golf Superintendent will obtain GM approval when removing vegetation, trees less than 5" in diameter, or tree limbs as needed. Trees over 5" in diameter must have Board approval prior to removal.

### **5.8 Signs**

There will be no signs 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 6 square feet per sign. They are not allowed at any location other than the property that is for sale.
4. Political signs will be limited to 2 per owners' property, not to exceed 4 square feet each, and will be removed within 2 days after the election.
5. Any signs that become unsightly or are unauthorized will, with 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 may not allow their pets to leave the owner's property unattended or without being under control. Dogs are required to remain 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.
4. Unsupervised pets are not allowed on the golf course or driving range unless riding in a golf cart.
5. Service animals may accompany their owners in any area.

### **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 25 MPH speed limit will 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 that is disseminated by email, hard copy, and posted on the AGYC website.

- A.** Its 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.
- B.** The *Foremast* should include the following kinds of articles/information:
  - 1. Summary of Board of Director meetings.
  - 2. Information or updates on significant AGYC developments, such as dues and assessments, roads and drainage, emergency planning and security.
  - 3. Information about the annual meetings, candidates and elections.
  - 4. Reports from the Board of Directors, General Manager, Head Golf Pro and department heads.
  - 5. A 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.
- C.** The *Foremast* should 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 will 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 of Directors.

### **5.12 Memorials**

Memorials to recognize persons or pets are allowed in the community, pending approval by the Board. Requests should be submitted to the Environment Committee, where they will be reviewed and a recommendation will be 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 will be considered on a case-by-case basis and are subject to Board approval. Unapproved memorials will 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.

## **6.0 AGYC Employment & Personnel Policies**

### **A. Family Employment Policy - General statement**

1. Alderbrook Golf & Yacht Club (AGYC) is a small, member-owned homeowner's association (HOA), 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 & personnel records and retain administrative control of HOA computer software and programs.

#### 3. Definitions.

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, Pro Shop and Greens/Maintenance are considered individual "Departments".

**B.** The Personnel Policies, adopted by the Board, are contained a separate document. It is considered a part of the overall Alderbrook policies, is 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.

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. The

committee Chairs will accept volunteers and select members from a broad section of membership. This will allow members the opportunity to contribute their ideas to AGYC through committee participation.

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

Each committee will 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 will consist of at least three 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 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 members. If three 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 is 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 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 week.
6. If an involved member disagrees with the decision of the Committee, they may, within two 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 weeks from the date of the Committee decision letter, the determination is subject to ratification by the Board.

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

The B&A Committee is responsible for reviewing and approving all construction and modifications prior to implementation on property within AGYC and ensuring consistency with the intent of the Covenants and other AGYC governing documents. The Committee meets at least once per month, on the second Monday of the month, and otherwise as scheduled.

1. **Responsibilities.** In accordance with the Construction Guidelines (Appendix D), the Committee will:
  - a. Review construction plans for all new homes, external structures, driveways and landscaping plans prior to project onset.
  - b. Review plans for any home improvement projects that alter the footprint or exterior shape of the structure.
  - c. Review 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, must include a Drainage Easement (Appendix E).
  - g. Monitor construction or remodeling project to ensure that Construction Guidelines 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 Committee decisions.
2. **Agenda.** The Committee shall provide an agenda of its meetings to the general membership and Alderbrook Properties at least **five 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 of each month** shall be scheduled for the next meeting. This timeline provides the Committee members with time to review the application and request additional information, if necessary. Applications received **after the first of the month** will be scheduled for the following month's meeting.
3. **Posting.** When an application is received, the General Manager shall post with a weather-resistant "HOA Application Pending" notice (Appendix A), at least 8.5" x 11" in size, at the driveway or legal access point of the property. The Notice, including a general description of

the project, shall remain on the property from the time of submission of an application until decision by the Committee.

4. **Notice to neighbors.** Every effort will be made by the General Manager to deliver a copy of the "HOA Application Pending" notice to the Applicant's "immediate neighbors". Delivery shall be completed, by hand or electronically, at least **five days** prior to Committee consideration of the application. "**Immediate neighbors**" may provide written comment on a pending application to the Committee any time prior to Committee consideration.

"**Immediate neighbors**" include, at a minimum, the parcels to the front & back of the property (including across a fairway), and the adjacent parcels on each side of the property.

5. **Record of Action.** New applications and the status of approved projects shall be posted in the Foremast each month.
6. **Summary to the Board.** A summary of address-specific applications, committee action, and status of pending projects, shall be submitted each month to the Board. These monthly summaries shall be maintained in a B&A file in the Business Office, **and a copy placed in each parcel file.**

This Committee will consist of at least five members, a representative of Alderbrook Properties and a non-voting liaison member from Roads & Drainage Committee. Any change to the Construction Guidelines must be approved in writing by Alderbrook Properties.

APPENDIX A

**NOTICE OF PENDING B & A APPLICATION**

**Meeting scheduled \*\*/\*\*/\*\*\*\* at 3:00 p.m. at AGYC Clubhouse**

Property Street Address: \_\_\_\_\_

Closest Fairway: \_\_\_\_\_

General description of Application/Project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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 will:

1. Manage the content, design and advertising of the monthly newsletter.
2. Review and make recommendations regarding the AGYC website.

3. Review and make recommendations regarding other AGYC communications.
4. Recommend non-electronic means of communications.
5. 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 concurrence of the Board. The Chair will choose three or more members, ratified by the Board, to assist in the voting process.

The Committee will:

1. Review the existing procedures and recommend any changes to the Board for consideration and approval.
2. Determine the members eligible to vote as per AGYC governing documents, as of a date 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 just prior to any general membership meeting where voting is to take place or in other cases as requested by the Board. The Business Manager will be available just 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. Act in an advisory capacity to the GM and Board on related issues.

The committee will consist of at least three members and a Chair.

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

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

1. Develop and recommend concepts for future projects.
2. Provide recommended policies and procedures for the Composting area and Community Garden.
3. Plan for and implement beautification projects within the constraints dictated by the budget allocations.

The Committee will consist of a Chair and at least four members.

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

The Finance Committee is responsible for reviewing all financial aspects of AGYC. The Committee is not expected to 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 members plus the Treasurer of the Board. At least one member of the Committee should have a background in finance and should be familiar with audits and audit procedures.

The responsibilities of the Committee will 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.

These 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 Pro Shop on tournaments.
4. Recommend local rule changes governing the use of the golf course.
5. Recommend changes to the dress code.

This Committee will include the current Men's Club President, Ladies Club Captain, and a representative from the Activities Committee and Marketing Committee. It will meet as required but at least once per month during April through October.

### **J. Green Committee**

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

1. Meet regularly with the GM, Golf Pro, and Greens 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 members who should represent our golfing membership (both men and women and a mix of handicaps). It will meet 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.

### **K. House and Facilities Committee**

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

The Committee will:

1. Recommend enhancement opportunities for the common-use facilities, such as the Clubhouse, Annex, open park area, and Wickiup area.
2. Suggest ways to ensure that common-use 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 General Manager and Board as requested.

This Committee will consist of a Chair and at least three members. Meetings will occur as needed.

#### **L. 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 F&B 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 will consist of at least four members. Meetings will occur as needed.

#### **M. Nominating Committee**

In accordance with the current Bylaws, the Nominating Committee will be formed annually to seek out and present candidates for the Board. The President of the Board will appoint the members of this Committee, including the Chair, with the advice and consent of the Board members.

The committee will be formed approximately five 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. They will 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. These biographies will 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 3 weeks prior to the annual meeting. Publicize the meeting and encourage all members to attend.

#### **N. Roads and Drainage Committee *(Please see current Appendix F)***

The AGYC goal is to:

- 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 right-of-ways.

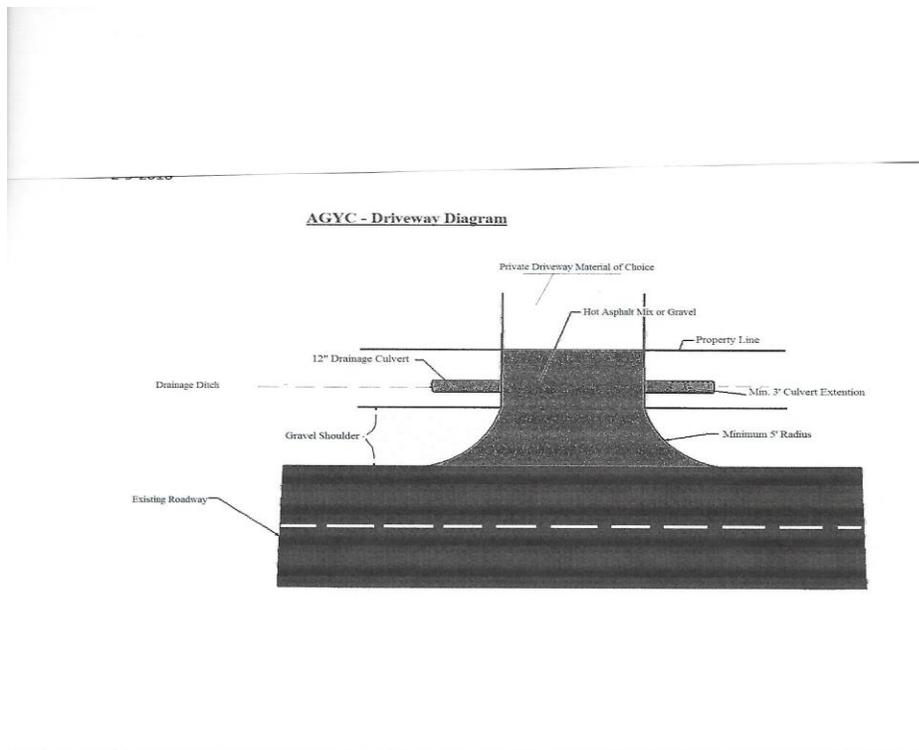
- Provide road signage within AGYC that conforms to Federal and state standards established by the Manual for Uniform Traffic Control Devices (MUTCD).

The Committee will:

1. Provide recommendations for maintenance of:
  - a. Roads and right-of-ways,
  - 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 right-of-ways. (see diagram inserted)
2. Provide the GM with projected project schedules, pending Board approval.
3. Make recommendations to the Board for winter projects for the Maintenance Department.
4. Confirm to the B&A Committee that drainage plans include culverts on the right-of-way, consistent with the Construction Guidelines. Any drainage to the golf course or other AGYC common property, except road right-of-ways, must include a Drainage Easement (Appendix E).
5. Confirm to the B&A Committee that driveway plans are consistent with the Construction Guidelines.

This Committee consists of at least four members plus a Chair. They meet as necessary to accomplish the above.

Driveways crossing right-of-ways shall be constructed per the following guideline. Private driveway material will be of the owner's choice. Hot asphalt mix or gravel is recommended, and concrete is acceptable, though it is more expensive to repair.



**O. 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 will of the membership. The Committee will meet as necessary to accomplish the following objectives:

1. Assess where we are now and where we want to be in ten 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 will consist of at least three members and a Chair.

**P. Trees Committee**

The Tree Committee is responsible for reviewing all requests for tree removal. This Committee will also act in an advisory capacity to the Green Committee and GM for any trees in the AGYC Common Areas.

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

**Q. Welcoming Committee**

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

The Committee will:

1. Work with the GM and his staff to identify new property owners.
2. Send a letter of welcome signed by Welcoming committee chair.
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 our governing documents.
5. Provide the new member with information on the key personnel, including the General Manager, Board and office staff.
6. Offer the member a tour of our facilities, including Clubhouse, Annex, Pointe and Wickiup.
7. Provide the new member with information about the groups we offer, including Men's and Ladies Clubs, Yacht Club, card players, etc.
8. Offer to act as a contact point should they have questions about the community.
9. Every six months, a Welcoming reception will be held for those new to our area.

The Welcoming Committee is composed of at least three members plus a Chair and meets monthly on the second Wednesday.

## **8.0 Business and Finance**

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

No Accounts Receivable will be partially or totally written off without the expressed 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 will be made to prior year data only with the expressed recommendation of the CPA and Treasurer, and written consent of the Board. The reason for such adjustment must be included with the recommendation.

### **C. Transfer Fee**

A transfer fee of \$500 will be charged on any transaction that results in a complete change of ownership on an existing title. The fee of \$250.00 will be charged for a partial change in ownership exclusively for the purpose of changing the eligible golfing members on that property.

One half of this total fee will be directed to the Road Reserve account to assist in drainage, paving, or road maintenance activities.

The following categories are excluded from payment of the transfer fee:

1. Marriage, Divorce or Death  
In the event of marriage, divorce, or death of an existing member, the transfer fee will be waived to add or replace one person on the title for membership privileges.
2. Other owners  
When a property is owned by three or more individuals, or a business, and is registered with AGYC, there may be a change in membership privileges once every three 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 from the Board, a waiver of this fee.
  - b. In no case will membership changes be permitted without the person being added having at

least a fractional ownership interest in AGYC property.

**D. Construction Damage Mitigation Fee**

Effective November 1, 2005 a mitigation fee will be charged for performing major construction. Major construction is defined as new homes, garages, or significant remodeling activity requiring a building permit from Mason County. Two categories of major construction are defined, each of which employs trucks or related equipment. This fee is intended to assist in repairing damage caused by heavy equipment and increased traffic over the roads and right-of-ways resulting from construction activities.

The damage mitigation fee will be paid when the application is made to the B&A Committee. The request will not be acted upon until the fee has been paid. The fee will be directed to the Road Reserve account to assist in drainage, paving, or other road maintenance activities.

Fee Schedule:

New home construction	\$750
Garage or major addition to an existing home	\$500

Construction activities commenced without recommendation of the B&A Committee and approval by the Board are deemed to be “evading the fee” and the penalty will be a doubling of the fee scheduled above.

**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 Pro Shop.
2. For Non-AGYC members, credits may be used as follows:
  - a. Redeemed for Pro Shop merchandise; or
  - b. Converted to a Pro Shop Gift Card. Pro Shop Gift Cards are for Pro Shop merchandise only.
  - c. Pro 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 Pro Shop Merchandise only; or
  - b. May be converted to an AGYC Gift Card, and used as described in Section F below.
  - c. Member credits do not expire.
4. Pro Shop accounts created for Member and Non-Member credits and account balances are available in the Pro Shop.

**F. Gift Cards**

1. Pro Shop Gift Cards are redeemable for Pro Shop merchandise only, and do not expire.
2. AGYC Gift Cards are redeemable for Pro Shop merchandise, including special orders, Green Fees, Driving Range, rentals, and Food and Beverage purchases.
3. AGYC Gift Cards may be purchased in the Pro 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 64.38.065, supplemental to the Association’s O&M budget. A funding plan for the work recommended by the reserve study, if any, will be 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 as provided above, the Association will cause the reserve study, including both the physical and financial analysis to be evaluated to determine increase in replacement costs and decreases in remaining useful lives of the components of the reserve study to adequately address changes to be made to the reserve study. The update may be done with or without a site visit. In determining whether a site visit is required in any given year in order to update the reserve study, 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 that affect the replacement cost of any component.
- d. Whether routine maintenance of the components has been kept up with.

**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 will be funded at a level such that the reserve fund will at all times maintain a positive balance.

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

- a. The 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 which protect the Fund’s principal and earn interest.
- b. The Fund 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 Fund liquidity and principal preservation.
- c. The Treasurer is responsible for tracking Fund investments. The Board may elect to delegate day-to-day Fund transactions to the General Manager.
- d. The Treasurer, with Board concurrence, may propose a qualified fiduciary broker or financial institution, to make recommendations and manage the Fund investments.
- e. The General Manager will provide a quarterly written report to the Board, outlining the status of the Reserve Fund Assets and recommending investment changes.

**5. Withdrawals** –Withdrawals may be made to pay for unforeseen or unbudgeted costs that are unrelated to maintenance, repair, or replacement of the reserve components.

- a. The Board shall 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 owner.
- c. A repayment schedule, not to exceed 24 months, shall be adopted, unless it is determined that repayment within 24 months would impose an unreasonable burden on the owners.
- 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 account without meeting the notification or repayment requirements.

**6. Demand for Preparation** – If more than three 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 must make assurances that the reserve study will be included in the next budget. Upon ratification of the next budget, the Board will arrange for the completion of the reserve study.

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

It is the intent of AGYC to maintain an Operating Contingency Fund (Fund) 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 the Fund is to defray the cost of unexpected and/or emergency Association operating expenditures. Deposits to the Fund are subordinate to full funding of the clubhouse debt service account, the reserve 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 Fund shall be handled as follows:

1. The Fund shall be kept in a separate account for this purpose.
2. The General Manager shall get prior written approval of the Treasurer, or a Board officer in the absence of the Treasurer, prior to any withdrawal from the Fund.
3. Monthly deposits to build or maintain the Fund will be made from O&M fees collected. As with any savings-type account, the fund will fluctuate throughout the year as needs arise. At the beginning of the budget planning cycle, the amount needed to build or maintain it at a one-month level will be recalculated and budgeted.
4. If the Fund 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 this fund may be suspended when funds reach the one-month funding level.
5. A report on the transfer and expenditures from the Fund shall be disclosed as part of the monthly Treasurer's report to the Board and membership.

## **9.0 Rules & Policy Enforcement**

All Alderbrook Golf & Yacht Club members, residents and guests are subject to the rules contained in the governing documents and to policies adopted by the Board of Directors. Their purpose is to provide the membership of AGYC a high degree of safety and enjoyment.

Each member is responsible to have or obtain a current copy of the Covenants, the Bylaws, and the 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, in particular the AGYC Policies.

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 disputes not involving Rule or Policy violations are not handled by the Association. When a Board member is party to a dispute Policy 1.4, item 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 (as defined in 4.1.A Zero Tolerance for Workplace Abuse Policy)
- Acts of endangerment
- Public misconduct

### **9.2 Enforcement Process**

Complaints received shall be handled per the following guidelines. 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 2 weeks after the informal contact.
2. The letter prescribes a proposed remedy, a time limit to correct the problem and the penalties for noncompliance. (see section 9.3 below)
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 must be submitted to the GM within 2 weeks of the date of the letter.

### **C. Adjudication Committee Appeal Process (refer to Policy 7.0 B)**

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, Association 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 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 1 week.

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

1. If requested by an involved party, the issue may be appealed to the Board within two weeks of the date of the letter conveying the Committee decision.
2. A hearing shall be scheduled by the Board within 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 64.34.020, AGYC has the authority to seek enforcement through fines according to the following schedules, 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 & Policy Violations**

1. Minor Rule or Policy violations include, but are not limited to:
  - a. Causing property damage while recovering golf balls (reference 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 on the course
  - e. Unauthorized signs
  - f. Absence of screening of above ground tanks
  - g. Noise violation as outlined in AGYC Policy 5.3(4)
  - h. Pet violations, including but not limited to:
    - Failure to pick up pet droppings

- Not on a leash or under control
  - Obnoxious to neighbors
- j. Property not kept in a neat and clean condition (as referenced in Policy 5.3)
2. Minor Rule or Policy violations shall be assessed fines as follows:
- a. 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.
  - b. 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 a \$25 fine assessment.
  - c. 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 a \$50 fine assessment.
  - d. 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 a \$100 fine assessment.

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

1. Major Rule or Policy violations include, but are not limited to:
  - a. Building & Architectural Guidelines, including but not limited to erecting a building, structure, fence, or wall without B&A Committee approval.
  - b. 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. Inoperable vehicles stored on properties
  - e. Vicious Pets
  - f. Unregistered renters
  - g. Outside Burning – (per Policy 5.6 D) Any outdoor burning including in non-approved fire pits receive an automatic fine of \$250, without warning, plus \$250 per violation thereafter.
  - h. Unauthorized removal of trees greater than 5” in diameter without prior approval (per Policy 5.7) shall receive an immediate fine of \$250 per tree, without warning.
  - i. 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. (Per Policy 4.1.A offender shall be subject to a Board-determined fine without warning.)
2. Major Rule or Policy violations shall be assessed fines as follows, unless otherwise stated:
  - a. 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.
  - b. 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 a \$100 fine assessment.
  - c. 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 a \$250 fine assessment.
  - d. 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 a \$500 fine assessment.

**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.

## **Appendix A – Governing Documents**

The following provide the structure and rules for the management of all AGYC interests.

1. AGYC Articles of Incorporation, signed May 29, 2003 and filed July 20, 2005.
2. AGYC operates under statutory authority given by Washington state law: RCW 64.38 Homeowners Associations.
3. RCW 24.03 Non-Profit Corporations and related state rules for non-profit organizations.
4. The local authority and jurisdiction relatable to AGYC is defined in the Bylaws of the Alderbrook Golf & Yacht Club, recording number 1854348 dated September 18, 2005, and filed November 22, 2005. These Bylaws also set forth the structure of the organization, the manner of its governance, and the rights and responsibilities of membership.
5. The current Protective Covenants for Alderbrook Golf & Yacht Club are recorded under Mason County number 1834557 signed March 28, 2005 and filed April 7, 2005. This document contains the covenants, conditions, and restrictions that run with all the land within the jurisdiction of Alderbrook and is binding on all lot owners, their heirs, and successors.
6. AGYC Policies and Procedures outline the structure for day-to-day operations. (Amended October 17, 2005; Updated July 30, 1998, and July 17, 2000; and amended March 21, 2011.)

**Appendix B**  
**Renter Information Form**

AGYC property owners renting or leasing a property at Alderbrook Golf & Yacht Club is required to fill out this form and file it with the AGYC Business Office for each property rented or leased. Owners are required to keep this information current at all times. Owners are responsible for informing renters regarding all AGYC Policies and Procedures.

Property

Street Address \_\_\_\_\_

Property Owners

Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone: Day \_\_\_\_\_ Evening \_\_\_\_\_ Cell \_\_\_\_\_

Backup Contact \_\_\_\_\_

Address \_\_\_\_\_

Phone: Day \_\_\_\_\_ Evening \_\_\_\_\_ Cell \_\_\_\_\_

Renter Information:

Name \_\_\_\_\_ Vehicle Lic. # \_\_\_\_\_

Phone: Cell \_\_\_\_\_ Alternate: \_\_\_\_\_

Other Occupants and Vehicle License Numbers:

1. \_\_\_\_\_ Vehicle Lic. # \_\_\_\_\_

2. \_\_\_\_\_ Vehicle Lic. # \_\_\_\_\_

Property owners are responsible for AGYC rule violations committed by their renters. The monthly O&M fees and any assessments are the property owner's responsibility. This form must be signed, dated and returned to the AGYC Business Office at:

330 E. Country Club Drive E.  
Union, WA 98592  
(360) 898-2560

\_\_\_\_\_  
Property Owner Signature

\_\_\_\_\_  
Date

Renter acknowledges receipt of and compliance with AGYC Policies & Procedures.

\_\_\_\_\_  
Renter Signature

\_\_\_\_\_  
Date

\*Stay and Play? Yes \_\_\_\_\_ No \_\_\_\_\_

**Alderbrook Golf & Yacht Club (AGYC)  
Renters Information Letter**

**Welcome to AGYC! In order to make your stay in our community a pleasant one for all parties, we are attaching some of the information from our policies that may apply to you. Please read them over and if you have any questions, please contact the member who is renting you the property and/or the Business Office.**

**AGYC contact information:**

**Pro Shop: 898-2560, ext. 1**

**Business office: 898-2560, ext. 2**

**Bar and Restaurant (open to members, renters, & the public): 898-2560, ext. 3**

**For emergencies (Police, Fire or Ambulance): dial 9-1-1**

**For non-emergencies:**

**Mason County Police: 275-4467, ext. 313 or 427-9670, ext. 313**

**Fire Department: 898-4871**

**Ambulance: 426-5532**

**Mason General Hospital: 426-1611**

**Hood Canal Communications (phone, cable, internet): 898-2481**

**Mason County PUD 1 (water, electricity): 877-5249 or 1-800 544-4223**

**Post Office: 898-2653**

**Hood Canal School District: 877-9700**

**Shelton School District: 426-1687**

**Alderbrook Golf & Yacht Club Policies**

***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.

Renters are not entitled to membership privileges unless they choose to purchase Associate or Annual Associate memberships. Please contact the Business Office for details on these memberships if you are interested.

AGYC policies apply to renters as well as members. Copies of our governing documents are available online and also from the Business Office. Summaries of the major policies that apply to renters are included here.

**Speed Limits.** The speed limit on AGYC roads is 25 miles per hour.

**Golf Course.** The golf course is open to non-members. Please call the Pro Shop for tee times, green fees, and general information. The dress code applies to all golfers.

**Pets.**

- Dogs must be on a leash when off their property.
- Pet owners are required to clean up after their pets and to place droppings in their own garbage.
- Pets are not allowed on the golf course or driving range.
- AGYC may require removal of pets that are obnoxious to neighbors. Obnoxious behavior includes excessive barking day or night, property destruction, and viciousness.

**Fire Prevention.**

- Fireworks are prohibited at AGYC at all times.
- No outside burning is permitted except in approved locations. Burn barrels are prohibited.
- Barbecues and fire pits are permitted when used in a safe area with a hose or fire extinguisher available for fire suppression. A spark arrester screen must be used when the fuel source is other than gas.

**Buildings and Property Maintenance**

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

- Wood piles must be located in areas that are screened from public view as much as possible.
- No laundry or bedding may be hung outdoors unless it is screened from the golf course, the street, and the neighboring properties.
- 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 8 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.

**Vehicle Parking and Storage**

- No inoperable vehicles may be kept on any lot for longer than 72 hours.
- Vehicles must be parked on the property.
- Parking on right-of-ways is prohibited except for temporary usage.
- Separate rules apply to recreational vehicles. Please check with the Business Office if you need this information.

*We hope you enjoy your stay at Alderbrook Golf & Yacht Club*

## **Appendix C**

### **AGYC Property Sales Process**

The specific process for keeping track of inventory, determining price, showing lots, accepting an offer, closing the deal, and updating inventory is as follows:

1. Lot Inventory

All lots that revert back to AGYC flow through our attorney to the Business Office. Our attorney provides assurance that title to the property is clear and that we can sell it with no encumbrances. The Business Office maintains the list of lots that are available to be sold. The list will be updated periodically and available to any interested party. The Board will determine the timing and manner of sale for each lot that is to be sold.

2. Lot Sale Price

When a new lot has been added to AGYC inventory, the GM will determine if the lot has any distinguishing characteristics that would assist the Board in establishing a price. At that time the Board will determine if, when, and how the lot should be sold.

3. Accepting an Offer

If a prospective buyer wishes to make an offer or has been a successful bidder, they should be asked for a deposit that will temporarily take the lot out of inventory. The attached Offer Sheet can be used to facilitate the process. The purpose of this sheet is just to record the buyer's pertinent information and create a record of the offer. All completed Offer Sheets should be turned into the Business Office.

4. Closing the Deal

During the time of showing a lot or accepting an offer, the potential buyers should be informed that they pay all closing costs. On an individual lot sale a closing fee is paid to our attorney, a transfer fee paid to AGYC, and the State excise tax added on to the sale price. Also, there will be minor fees for recording the deed and pro-ration of taxes on the property. When the purchaser is ready to close, they will receive a letter similar to the one attached that describes the essence of the deal. This letter is not a contract; it is intended only to confirm for the buyer the details of the closing process and what they should be expecting to pay. The buyer notes their acceptance; the Business Office faxes the agreement to our attorney who in turn prepares the Quit Claim Deed and a letter of impending closing that is sent to the buyer. The letter from the attorney will detail the exact closing costs and serve as the buyer's closing statement after the signing process is completed. The buyer pays the remaining amount of money to our attorney who in turn remits the amount due AGYC. The Business Office receives the check and takes the lot out of inventory.

If a buyer wishes to have a standard title insurance policy and receive a statutory warranty deed, that process can be handled through an escrow closing agent and title insurance company. This obviously increases the costs for the buyer and in general, AGYC will pay no portion of the closing costs unless particular arrangements have been made, such as increasing the sales price or accommodating multiple lot sales.

**Appendix C**  
**Offer Sheet – AGYC Owned Lots**

Buyer Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

***Property Description:***

Division: \_\_\_\_\_ Lot: \_\_\_\_\_

Price: \$ \_\_\_\_\_

Notes or Comments:

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

**Appendix C**  
**Sample Letter**

DATE

Name

Address

Dear:

This letter is to confirm our recent discussions regarding your purchase of an AGYC owned lot. The lot is identified as Division \_\_\_\_ Lot \_\_\_\_ with a purchase price of \$\_\_\_\_. We are in receipt of your check for \$\_\_\_\_ as down payment to hold the lot.

We try to make the sales process as simple as possible by using our attorney in Shelton. Upon your acceptance of this letter of mutual understanding, our Business Manager, will fax this letter to our attorney, and he in turn will notify you of the readiness to close. Closing can take place in a matter of days. At closing you will pay all closing costs and the remainder of the sales price of the lot, and our attorney will provide you with a Quit Claim Deed to the property.

Your total costs at closing should include the remainder of the sales price, \$\_\_\_\_, attorney closing fee of \$\_\_\_\_, lot transfer fee of \$\_\_\_\_, and excise tax of approximately \$\_\_\_\_ for a total of \$\_\_\_\_. There will also be a small fee for recording the title and possibly a relatively small charge for prorating property taxes on the lot.

Thank you for closing AGYC and we look forward to welcoming you as part of the Alderbrook community.

\_\_\_\_\_  
AGYC Representative

\_\_\_\_\_  
Accepted by (Name)

\_\_\_\_\_  
(date of acceptance)

## Appendix D

### ALDERBROOK GOLF & YACHT CLUB

#### CONSTRUCTION GUIDELINES

##### I. INTRODUCTION

The Protective Covenants governing the Alderbrook Golf & Yacht Club (AGYC) authorize AGYC to prepare and make available in printed form guidelines, principles, and criteria to guide and assist those who are preparing to build, improve, maintain, or develop their lot. The AGYC Board of Directors (Board) established the following Guidelines for the benefit of all property owners. They are intended to move AGYC forward as the community grows and changes occur.

##### II. AUTHORITY

The Board hereby establishes a Building and Architectural Committee (B&A Committee), as authorized by the Covenants, to approve or disapprove in writing:

1. All plans and specifications for any building, structure, fence, or wall erected, placed, or altered on any lot
2. Surface and groundwater drainage plans
3. Landscaping plans (see article IX of this document)
4. Driveway plans (see Policy 7.0 N. B&A Committee)
5. Any lot clearing or grading, with the intent to preserve as much of the natural beauty, trees, shrubs, and plants as possible.

Decisions will be based on aesthetics of exterior design, and location with respect to the topography and finished grade elevations. To be approved, applications, and the materials contained therein, shall conform to the Covenants, these Construction Guidelines, and related policies. Decisions may be appealed to the Board of Directors within fourteen days from receipt of the B&A Committee decision. The decision of the Board is final.

##### III. DEFINITIONS

**Buildings** are defined as any house, garage, carport, shed, deck, porch, or other outbuildings, such as gazebos, greenhouses, etc.

**Structures** are defined as fences, walls, golf ball screens, arbors, light standards, flagpoles, satellite dishes, above ground tanks, spas, or any other such external appliance foreign to the natural landscape.

**Clearing** is defined as removal of any tree, with a butt diameter greater than five inches, from the area outside of the construction boundaries. The construction boundaries are defined by a line ten feet from the perimeter of any approved building, structure, septic system, driveway, or path.

##### IV. AGYC CONSTRUCTION PERMITS

###### 1. CONSTRUCTION PERMIT –

- a. An AGYC Construction Permit must be obtained prior to beginning any construction activities on any lot. The permit must be approved by the B&A Committee and include a Mason County Building Permit.

- b. An applicant may expedite the permitting process by obtaining AGYC pre-approval prior to applying to the County.
        - c. The applicant will receive an AGYC Construction Permit upon submitting copies of the Mason County Building Permit without further B&A Committee action if there are no changes in the application that received B&A Committee pre-approval.
2. **APPLICATION.** Applications for AGYC Construction Permits are available on line at [www.alderbrookgolf.com](http://www.alderbrookgolf.com) and at the AGYC Business Office. Completed applications, along with plans, County permit and all other supporting documentation should be submitted to the General Manager in the AGYC Business Office.
3. **FEES.** Each owner who engages in construction activity which requires an AGYC Construction Permit must pay a fee to pay for ongoing maintenance and repair of roads damaged by heavy equipment and increased traffic resulting from construction activities. Fees must be paid when the application for an AGYC Construction Permit is submitted to the B&A Committee. The fee amount is \$750.00 for a new home; \$500 for a garage or major remodel.
4. **PRE-CONSTRUCTION ACTIVITIES.** Prior to beginning any construction activities, the owner must meet with representatives of the B&A and Roads & Drainage Committees on-site to clarify driveway crossings, culvert requirements, drainage issues, and other factors in order to avoid potential violations of AGYC rules.
5. **PERMIT APPLICATION REQUIREMENTS.** A permit application must contain, at a minimum:
  - a. A plot plan, drawn to scale, showing the property line boundaries and dimensions, all existing and/or planned improvements, including the drain field location, driveway construction and the location of these improvements with respect to the property lines. The plot plan must clearly indicate setbacks from property lines, including distances. A right-of-way of approximately 15 feet belonging to AGYC exists between the edge of the pavement and the front property line of each lot and may not be cleared or altered unless approved in writing by the B&A Committee. It is the owner's responsibility to define lot boundary locations and existence of easements and common areas relative to the owner's lot. AGYC makes no representation as to the accuracy, location, or existence of any lot lines, easements, or boundaries. A current site survey is recommended and is the responsibility of the lot owner.
  - b. Scale drawings, sketches, cut-sheets, photographs, and/or a written description of the planned improvement in sufficient detail that the B&A Committee can make an informed and logical determination for approval/disapproval. At a minimum, drawings for buildings and structures must include a plan and exterior elevations and must describe the building style, type of siding, trim, and colors.
  - c. Owners of multiple lots may submit to the B&A Committee plans and specifications for the structures which will be used on multiple lots, and obtain pre-approval of such plans for use on any lot belonging to the owner, subject to modifications approved by the B&A Committee for topography and drainage specific to each lot. If approval of multiple use plans is obtained, the owner may submit the information required in 5a and 5b, along with a description of any minor modifications to the approved plan which illustrate variations in exterior elevation, trim and color, to make a complete application
  - d. On-site drainage management must meet current AGYC Policies.  
AGYC bears no responsibility for the historic flow of surface or ground water as it may pertain to an individual lot, other than its control and management as it reaches common areas, such as roadways and ditches. It is each owner's responsibility to fully understand the potential for flowing or standing water on the owner's lot and to take whatever measures may be required to mitigate its impact.

- e. Five-foot drainage and utility easements exist on the sides and back of each lot. AGYC, at its sole discretion, may choose to utilize those easements to control the flow of storm water to or from common areas.
- f. Right-of-way access and driveway construction.

All roads within Alderbrook Golf & Yacht Club, except Manzanita Dr. are owned and maintained by AGYC. The right-of-way is the property where the road is located and the land between property lines and the road. The right-of-ways are owned by AGYC and any work taking place within the right-of-way requires prior approval. AGYC must allow driveway access to all properties bordering the right-of-ways. Property owners are responsible for construction and construction costs, and are required to submit an application for any work the owner performs within the right-of-way. All driveway construction must meet current AGYC specifications (see Driveway Diagram in Policy 7.0.N). Applications for new driveway construction and improvements must be submitted to the B&A Committee for review and approval. Modifications to driveways across right-of-ways must also have Roads & Drainage Committee approval.

#### **V. APPLICATION APPROVAL PROCESS**

1. The B&A Committee will consider requests for lot clearing prior to construction after reviewing septic system designs, building plans, and the plot plan.
2. The B&A Committee's approval/disapproval of permit applications will be based on the aesthetics of exterior design and location with respect to the topography and finished grade elevations. The B&A Committee will not evaluate the engineering aspects of the improvement or determine if Mason County requirements are met.
3. The B&A Committee will send a written approval/disapproval, along with any conditional requirements, to the submitting party within 30 days after receiving an acceptable construction permit application. Additional time may be required if further information is requested. An unacceptable application will be returned to the submitting party with a written description of the deficiencies.
4. All B&A Committee approvals are given subject to compliance with all governmental and quasi-governmental requirements. Any changes to plans or variances granted by other agencies must be submitted to the B&A Committee for approval prior to implementation.

#### **VI. RECONSIDERATION**

If the B&A Committee denies a permit, an owner may request reconsideration by the B&A Committee.

1. The request must be filed with the B&A Committee within fourteen days of written notice of the denial. The denial notice is deemed given upon personal delivery, or three days after it is deposited in the U.S. mail, postage prepaid and addressed to the owner at the owner's address stated in the Mason County real property tax records or such other address established by written notice from the owner to AGYC.
2. If requested by the owner, the B&A Committee will meet with the applicant at a mutually agreeable time, no later than fourteen days following the request. The owner and any other persons with relevant knowledge of the issue will be allowed to speak. The B&A Committee will conduct the meeting so that it is reasonable and fair to all parties. The purpose of the meeting is for the B&A Committee to obtain a better perspective from the applicant's standpoint to assure all aspects of a particular issue have been fairly evaluated.

3. At the end of the hearing, the B&A Committee shall decide whether or not to uphold the original decision and determine if any changes need to be made. This information must be communicated in writing to the owner within seven days of the hearing.
4. Following the reconsideration decision, the owner may file an appeal with the Board within fourteen days of the decision if they are dissatisfied with the decision.

#### **VII. CONSTRUCTION MONITORING**

1. Work commenced or changed without written B&A Committee approval shall be issued a stop work order and considered a major infraction under Policies & Procedures Section 9.3.A.2
2. Approval/disapproval will be granted to the named applicant and a specific lot and is not transferable to another member or another lot, except for pre-approvals of designs to be used upon multiple lots by the same owner.
3. A Construction Permit is valid for twelve months from the date of the approval letter. If construction has not started within that period, a new application must be submitted, and fees associated with the initial submittal will be forfeited.
4. The B&A Committee will monitor during construction phases and will provide the owner/builder with a detailed checklist, including notification requirements.

#### **VIII. CULVERT INSTALLATION**

1. Any work done in the AGYC right-of-way's requires a permit from the B&A Committee. A culvert may be required under all driveways or pathways that cross any AGYC owned ditch or drainage area, as determined by the Roads & Drainage Committee. Any variance to this requirement must be documented in writing by the B&A Committee. All culverts must be installed per specifications provided by the B&A Committee and signed off by a B&A Committee representative with a copy kept in the owner's file.
2. Culvert installation will be the first construction activity performed, except for planning and septic design activities, and must precede all site work.
3. The culvert will be installed at the location shown on the plot plan submitted with the Construction Permit application.

#### **IX. LANDSCAPE PLANS**

1. No later than nine months after starting construction, the owner must submit a landscape plan for B&A Committee approval. All disturbed areas must be replanted. Bark covering and gravel alone will not be sufficient. Landscaping with a northwest theme is recommended.
2. Basic landscaping must be completed within one year of completion of construction as defined below or two years of issuance of the Construction Permit, whichever occurs first.

#### **X. CONSTRUCTION REQUIREMENTS**

1. Single Family. Only houses that are single-family dwellings are permitted.
2. House Trailers or Mobile Homes are not allowed, except that a trailer may be parked on the property during the period of construction and may be used as a residence during that period. When the residence under construction is certified for occupancy by the County or at the end of one year, whichever comes first, the trailer may no longer be occupied as a residence. The B&A Committee will review applications for modular homes on a case-by-case basis.

3. Perk Holes must be refilled within sixty days after tests have been completed unless construction has started.
4. Utility Connections. All utility connections must be underground.
5. Completion of construction. Within one year from the time the lot is initially cleared, construction must be completed from all outward appearances and the grounds cleaned of debris and building materials.
6. Setbacks. AGYC setback requirements are as follows: Setbacks are measured to the nearest portion of any structure, which is normally the drip line, not the foundation. Front and back setbacks from the property lines to the nearest portion of any building, deck, or porch must be at least 25 feet in the front and 15 feet in the back. Side setbacks from property lines to the nearest portion of any building, deck, or porch must be at least five feet. Variances may be approved on a case-by-case basis. Any request for a variance must include written justification.  
**Special Notice:** Setback requirements imposed by AGYC and Mason County may differ. Mason County may grant variances to setback requirements that are not acceptable to AGYC. Any change or variance to any setback as noted on an original plot plan submitted to AGYC must be approved by AGYC. Violation of this requirement may be cause for penalties, issuance of a stop work order, or removal of the portion of the improvement located within the setback.
7. Foundations. All newly constructed residences must have a continuous perimeter concrete foundation, except where the terrain may require otherwise.
8. Minimum Size. All newly constructed residences must have a minimum of 1,000 sq. ft. of heated living space , excluding garages, porches, and decks. Waivers may be granted on a case-by-case basis.
9. Garages and Parking Spaces. Any newly constructed residence must include an enclosed garage, with a minimum capacity of two cars, and sufficient hard or graveled surface on the lot to allow the parking of two passenger vehicles off the street, in addition to the space for parking located in the garage. Waivers may be granted on a case-by-case basis.
10. Roofs. All building roofs must be Class A fire-rated architectural roofing. The principal roof of a newly constructed residence must have continuous ridge vents.
11. Exterior Appearance. The B&A Committee will not approve applications for AGYC Construction Permits that do not reasonably meet the following criteria:
  - a. The principal residence must include sufficient windows, siding material changes, and projections or recesses to minimize the appearance of a stark, plain wall. Some latitude will be allowed for the backside of non-fairway lots.
  - b. Trim is required around all windows, doors, and other openings.
  - c. Exterior colors must be muted or earth-toned.
12. Lighting. No glare or light spillover should be apparent from neighboring properties. "Dark Sky" compliant lighting is preferred.
13. Screening. Areas below first floor decks or porches greater than 24 inches above ground level and above ground tanks must be screened. Screening, such as lattice or adequately sized shrubbery, will be considered sufficient.
14. External Noise. Heat pumps and/or other noise producing devices must be located such, or noise dampened, so as not be a nuisance to neighboring properties or the golf course.
15. Satellite or Transmitting Antennas. Satellite antennas or transmitting devices, must be screened and be as unobtrusive as possible to neighboring properties. Acceptability of any transmitting devices will be determined by the existence or impact of any radio frequency interference associated with those devices. Lack of such interference may have to be

demonstrated. Acceptance of any such devices may be deferred, withheld, or rescinded if shown to be a nuisance to any other AGYC members.

16. Fences. The design and concept of Alderbrook is one that promotes and emphasizes continuity of open space and natural settings. In general, fencing is inappropriate. In certain situations and locations, however, a fence that serves a specific purpose such as screening wood storage, propane tanks, etc., may be appropriate. Prior to construction, the applicant must receive B&A Committee approval.

The B&A Committee will consider fence requests subject to the following:

- a. Living fences or hedges composed of native evergreens, or a combination of specimen and native plants, are encouraged where there is a legitimate purpose for a fence.
- b. Living fences along a property line, whether planted or cultivated using native vegetation may be planted or cultivated only to the extent that they can be maintained by the applicant property owner and will not encroach onto the neighboring lot nor grow to excessive heights. Height limits may be imposed to preserve views enjoyed by adjoining properties.
- c. Existing vegetation may not be removed to accommodate a non-vegetative fence without prior approval of the B&A Committee and application for such must be made part of the original request.
- d. A non-vegetative residential purpose fence shall be kept to the minimum height and length necessary to fulfill its purpose. Except in exceptional circumstances, no fence of any composition that parallels a golf course fairway will be permitted.
- e. All residential non-vegetative fencing shall be composed of materials and finishes compatible with the principal structure(s) or that would blend with the native background. Approval will depend upon fence style, aesthetic qualities, and structural integrity of each proposal, with emphasis on consistency within the local neighboring area.
- f. Golf ball protective screens, dog kennels, and deer fencing will be approved on a case-by-case basis, taking into consideration the criteria in the above paragraphs. See-through screening around individual shrubs does not require approval.
- g. Prior to approval, the B&A Committee requires submittal of a site plan depicting the location on the lot of the proposed fence, together with details that shall include the type of materials or species of plants proposed.

The B&A Committee will render its decision based on the criteria above and these additional factors:

1. Topography of the lot
2. Intended purpose, i.e., screening, etc.
3. Additional considerations specific to the proposal
4. Positive or negative impacts to the area and neighboring properties

#### **XI. BUILDER/CONTRACTOR RESPONSIBILITIES.**

Lot owners are responsible for the conduct and behavior of their contractors. Builders and their sub-contractors must observe the following rules during the period of construction. Repeated violations of these basic rules may result in penalties to the lot owner, barring the offending party access to Alderbrook, or both.

1. Contractors and delivery vehicles must try to find the most direct route to the home site, minimizing use of AGYC's private roads. All delivery vehicles should access Alderbrook via Manzanita and never use Beach Drive unless that is the location of the home site.
2. Contractors and delivery vehicles must strictly observe posted speed limits.
3. Contractors must be mindful that Alderbrook is an established community and the prevalent peace and quiet of the neighborhood must be maintained to the greatest extent possible during construction. The volume of radio, tape players, or any other devices not directly used in the construction process should be kept to a minimum so as to not unduly disturb neighbors or golfers. Noise from construction activities, such as power saws, compressors and hammering, is limited to the hours between 7:30 AM and 7:30 PM.
4. Shouting or unruly behavior among construction workers is prohibited. Use of profanity or other offensive language or behavior affecting AGYC members or guests is prohibited.
5. Any dogs or pets brought to Alderbrook by contractors must be kept on a leash at all times and not allowed to create a nuisance in the community.
6. The lot owner must provide temporary sanitary facilities for use during the period of construction. Such facilities must be placed on the construction site and located as inconspicuously as possible on the property, unless a suitable off-site location is approved by the B&A Committee.
7. Open burning is prohibited at all times.
8. Drainage ditches must be kept free of all debris.
9. Construction sites must be kept free of trash and not be visually detrimental to neighboring homes or passersby.
11. Concrete and paving truck cleanout must never be done on AGYC property, right of ways, easements, or drainage ditches.
12. In addition to a sign with the owner's name, two "For Sale" signs, not to exceed four square feet, and one sign listing the contractor's name, not to exceed six square feet, may be located on the property during construction.

## **XII. IMPROVEMENT OF EXISTING HOMES.**

1. An AGYC permit is required for any home improvement that alters the footprint of the structure, repainting main body exterior (colors must be muted or earth-toned), landscape project that involves excavation of dirt, building any structure, constructing any wall or fence, altering driveways, or creating any entry or pathway to a home.
2. Landscaping improvements done to update or renew existing features do not require an AGYC permit unless one of the following is included in the scope of the work:
  - a. Any project that requires three or more yards of concrete, such as an extension of a driveway or patio.
  - b. Erection of any wall greater than four feet in height.
  - c. Excavation or grading for any project that may alter the topography in such a way that drainage is affected.
  - d. Any planting or structure that could affect neighboring sight lines, play on the golf course, or is aesthetically obtrusive.
3. In general, all of the conditions contained in these Guidelines for new construction apply to remodels or other improvements/modifications to a currently developed property. The B&A Committee, however, will consider the extent of such improvement, when reviewing the materials submitted with an application for a construction permit.

### **XIII. NON-COMPLIANCE**

AGYC is authorized to assess penalties for violations of the Construction Guidelines. Violations shall be considered major infractions per Policies & Procedures Section 9.3.A.2 and may be assessed fines from \$100 to \$500 according to the severity of the violation.

\* \* \* \* \*

#### Information Sources

Required forms or process: Alderbrook Golf & Yacht Club (AGYC)

360-898-2560; 330 E. Country Club Dr. E. Union, WA 98592; [www.alderbrookgolf.com](http://www.alderbrookgolf.com)

Water or electricity hook-ups: PUD#1 of Mason County:

360-877-5249; 21971 N. US Hwy 101, Shelton, WA 98584

Telephone or cable: Hood Canal Communications

360-898-2481; 300 E. Dalby Rd., Union, WA 98592

**Appendix D (cont.)**

**APPLICATION FOR CONSTRUCTION PERMIT**

Date: \_\_\_\_\_

Division \_\_\_\_\_ Lot \_\_\_\_\_

**Type of Construction Project (check applicable):**

- |                          |   |               |
|--------------------------|---|---------------|
| <input type="checkbox"/> | <b>New Home – Application Fee</b>                         | <b>\$ 750</b> |
| <input type="checkbox"/> | <b>Garage or major exterior remodel – Application Fee</b> | <b>\$ 500</b> |
| <input type="checkbox"/> | <b>Deck or porch construction or modification</b>         | <b>N/C</b>    |
| <input type="checkbox"/> | <b>Outbuilding construction or modification</b>           | <b>N/C</b>    |
| <input type="checkbox"/> | <b>Other structure* construction or modification</b>      | <b>N/C</b>    |
| <input type="checkbox"/> | <b>Driveway modification</b>                              | <b>N/C</b>    |
| <input type="checkbox"/> | <b>Other</b>  | <b>N/C</b>    |

**Total paid** \$ \_\_\_\_\_

Submitted by \_\_\_\_\_

Amount Received \_\_\_\_\_

Received by \_\_\_\_\_ Date \_\_\_\_\_

**NOTE:**

**Permit expires twelve months from submittal date if construction has not begun during that period and fees will be forfeited.**

\*Structures are defined as fences, walls, golf ball screens, arbors, light standards, flagpoles, satellite dishes, above ground tanks, spas, or any other such external appliance foreign to the natural landscape.

**Appendix D (cont.)  
Application for AGYC Construction Permit**

*The Building and Architectural Committee (B&A) must approve all new home construction, major remodeling, and major landscaping.*

Building Site: Division \_\_\_\_\_ Lot \_\_\_\_\_

Mason County Parcel # \_\_\_\_\_

Project Description \_\_\_\_\_

Estimated Start Date \_\_\_\_\_

Prime Contractor Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Registration # \_\_\_\_\_

Phone Number \_\_\_\_\_

By signing and submitting this application, the applicant/owner acknowledges and promises the following:

- Compliance with AGYC governing documents, including AGYC Bylaws, Covenants, and Construction Guidelines.
- Applicant/owner responsibility to legally locate lot lines and any improvements they may relate to lot lines and easements.
- Prior to any clearing, you are required to meet with a B&A Representative.
- Foundation inspection (to confirm setbacks) is required by a B&A Representative prior to pouring concrete.
- Responsibility for any and all water drainage issues during and after construction activities.
- Any approval will be limited to plans submitted and will not apply to any deviations. Any changes to plans will require re-approval.
- Non-compliance of the AGYC rules may result in violation fines.

Owner/applicant \_\_\_\_\_

Current mailing address \_\_\_\_\_

Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_

*Appendix E*  
**DRAINAGE EASEMENT AGREEMENT AND DEED**

**AFTER RECORDING RETURN TO:**

*Robert D. Wilson-Hoss  
 236 W. Birch Street  
 Shelton, WA 98584*

<b>DOCUMENT TITLE:</b>	<i>Easement Grant and Agreement</i>
<b>REFERENCE NUMBERS OF RELATED DOCUMENTS:</b>	<i>N/A</i>
<b>GRANTORS:</b>	<i>Alderbrook Golf &amp; Yacht Club</i>
<b>GRANTEES:</b>	
<b>LEGAL DESCRIPTIONS:</b>	<i>(both)</i>
<b>ASSESSOR'S TAX PARCEL NUMBERS:</b>	<i>(both)</i>

## **EASEMENT AGREEMENT AND DEED**

### **1. Parties.**

*a. Owner/Grantor: The owner of Parcel 1, as legally described below, is Alderbrook Golf and Yacht Club (AGYC), a Washington State nonprofit homeowners' association.*

*b. Owners/Grantees: The owners of the vested interest Parcel 2, as legally described below,*

*are \_\_\_\_\_.*

### **2. Parcels.**

*a. Parcel 1 (Golf Course): Parcel 1 is legally described as follows:*

*b. Parcel 2 ( Lot): Parcel 2 is legally described as follows:*

*3. Purpose: The purpose for this Easement Agreement and Deed is to allow the Grantees to connect drainage facilities located on their Lot to drainage facilities owned and installed by Grantor on their Golf Course. This benefits the Grantees by providing them with a reasonable means to drain naturally-occurring water from their Lot. It benefits Grantor by ensuring that water draining onto their Golf Course is appropriately drained onto their Golf Course, and then by their facilities once it enters the Golf Course. "Drainage facilities" includes ditches, pipes, and other improvements used as part of a system to drain water from one location to another. The drainage facilities as they exist on the Lot, and on the Golf Course within \_\_\_feet of the Lot, are as illustrated in the attachment hereto, which is made a part hereof by this reference.*

*4. Maintenance and Repair. The Grantees promise to maintain, repair and/or improve the drainage facilities in at least the capacity of Grantee's facilities as of the date hereof, or the capacity to which the same may be improved at any time in the future, whichever is greater, on their Lot so that water carried thereby drains into the drainage facilities on the Golf Course. The Grantor promises to maintain, repair and/or improve, at its sole discretion, the existing drainage facilities on their Golf Course so that no harm is done to the Grantee's Lot by the failure of the Grantor's facilities to drain water from Grantees' facilities, in at least the capacity of Grantor's facilities as of the date hereof. The Grantees are responsible for inspecting the drainage facilities on both the Lot and the Golf Course to ensure that they are operational and adequate to serve their purposes at all times, and of notifying the Grantors of any perceived deficiencies.*

*5. Release, Hold Harmless, and Indemnification. Grantees promise to release, hold harmless, and indemnify Grantor from any and all claims arising from the connection of the drainage facilities on their Lot to the drainage facilities on the Golf Course, or related in any way to the subject matter of this Agreement. "Grantees" include the current owners of the Lot, their successors in interest, their personal representatives, heirs, assigns, agents, employees and contractors, and anyone else who may have any interest through Grantees in any way in any claims having to do with the subject matter of this Agreement. "Grantor" means Alderbrook Golf and Yacht Club, and its Board of Directors, directors, officers, agents, employees, contractors and volunteers. Grantees understand that Grantor is only willing to allow connection to its drainage facilities if it is assured, by this promise to release, hold harmless and indemnify, that claims will not be brought against it relating in any way to the subject matter of this Agreement.*

## **6. Easements.**

**A. In favor of Grantees.** Grantor hereby grants and conveys an easement of passage to Grantees, and their successors in interest, contractors, agents and employees, across that portion of the Golf Course immediately adjacent to the Lot, and within \_\_\_\_ feet of the Lot, for the sole purpose of inspection of the drainage facilities on the Golf Course that are used for drainage of water delivered to the Golf Course drainage facilities from the drainage facilities on the Lot. Grantees understand that these facilities are located on a busy, working Golf Course, and they agree to restrict their passage to the minimum needed to inspect the facilities. They agree specifically to not interfere with golfers in any way whatsoever, to not conduct any inspections when golfers are reasonably present, and that they are solely responsible for their safety and the safety of their successors in interest, contractors, agents and employees. They understand that the protections of paragraph 5 above apply to all of these when on the property of Grantor, including as to injury from struck golf balls.

**B. In favor of Grantors.** First, Grantees acknowledge that Grantor owns certain easement rights over the Lot, as properly granted and recorded in applicable plat maps, covenants, conveyances and other documents. In addition to these Easement rights, Grantees grant and convey to Grantor the right-of-passage onto the Lot for the purpose of inspecting the drainage facilities on the Lot that are used for drainage of water from the Lot onto the Golf Course. Such passage will be restricted to the minimum need to inspect the facilities. Grantees further grant and convey to Grantor the right to perform improvements to the drainage facilities on the Lot, when the same are reasonably necessary to respond to an emergency that has caused or is reasonably believed to become the cause of substantial damage to the Golf Course, defined as damage the cost of repair of which is, or will be, more than \$1000. If such an emergency exists, Grantor will make reasonable attempts to notify Grantees,

and discuss remedial measures with them, but Grantee may take reasonable measures, in its discretion, to restrict damages to the Golf Course to the amount of \$1,000, so long as such measures are reasonably related to the damages to the Lot caused by the remedial actions of Grantors. Grantors will be responsible for restoring the premises of Grantees, provided that Grantees are responsible as set forth above for all other aspects of any related claims, and that the cost of restoration will account for damages to the Lot caused by the emergency conditions, and damages that would have been caused but for Grantors' remedial measures.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Grantee(s):

\_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Grantor:

\_\_\_\_\_

STATE OF WASHINGTON )

) ss.

COUNTY OF MASON )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, I certify that I know or have satisfactory evidence that \_\_\_\_\_ is/are the person(s) who personally appeared before me, and said person(s) acknowledged that (she/he/they) signed

*this instrument and acknowledged it to be (her/his/their) free and voluntary act for the uses and purposes mentioned in the instrument.*

*WITNESS my hand and official seal affixed the day and year first above written.*

*Affiant Known*     

*Affiant produced ID*     

*Type of ID* \_\_\_\_\_  
*OF*

\_\_\_\_\_

*PRINT NAME:*

*NOTARY PUBLIC IN AND FOR THE STATE*

*WASHINGTON, residing in* \_\_\_\_\_

*My commission expires:* \_\_\_\_\_



**Appendix E – Page 6 of 6**

# **Appendix F**

## **AGYC Drainage Policy**

### **General Authority**

AGYC is owner of and holds title to all roads (with the exception of Manzanita) within Alderbrook. The roads include 30 feet on each side of the centerline, about 15 feet of which is unpaved; which is reserved for road maintenance, and installation, repair and upkeep of utility and drainage facilities. An additional five-foot easement exists on the side and rear of each lot for utilities and drainage.

AGYC has the authority and responsibility to manage, control and make requirements affecting these right-of-ways and easements, for the benefit of all of its members. AGYC also has the authority to approve or disapprove development plans for individual lots, including consideration for lot clearing, topography and grading.

In recognition of the substantial increase in new construction and attendant change to existing drainage facilities, AGYC has adopted the following policy to aid in the management and control of surface and ground water runoff.

The dramatic increase in recent development of the lots at Alderbrook requires that AGYC take immediate and direct action to protect the rights of all Alderbrook members.

### **Standards**

Surface water is drainage that is produced by rain, melting snow, springs, or water that has escaped from a stream. When developing a lot, the owner may increase the rapidity or amount of flowage of surface water, and even change its direction of flow, so long as it continues to flow as diffuse surface water. But a member cannot develop his or her lot so as to collect, channel and/or discharge surface waters onto downstream property so that the result is materially different in terms of either the amount, or the manner of discharge when doing so caused damage to the downstream property. And even if these conditions are met, an upstream owner must use good faith in changing the flow of surface water to the downstream lot, and also use reasonable care to prevent unnecessary damage.

### **Application of Standards**

AGYC will consider all applications to its Building and Architectural Committee in light of these standards, and approval of any such application is conditioned on compliance of the proposed project with them. In addition, AGYC will consider current conditions of previously approved and developed lots for compliance with these standards, and may require remediation of these lots as set forth below, taking into account both the severity of the damages caused or to be caused by the current conditions, and the expense and difficulty of remediation.

### **Responsibilities**

Specific responsibilities relative to drainage-related issues are as follows:

- AGYC has the responsibility to install, maintain and repair facilities located in common areas, easements, right-of-ways and any other property owned by AGYC as may be required to assure that the standards are met, and road surfaces are protected.
- AGYC may install or improve drainage facilities within easements associated with individual lots as may be required to assure the standards are met.

- AGYC may create or impose requirements or rules on individual landowners to collect, control, divert or otherwise manage the flow of surface water, as required to assure the standards are met. In doing so, AGYC will take into account both the severity of the damages caused or to be caused by the current conditions, and the expense and difficulty of remediation. These requirements or rules may vary according to the location and topography of individual lots.
- Individual lot owners are responsible for management and control of water coming onto their lot and water generated on their lot through the creation of impervious surfaces, when the result fails to meet the standards.
- This policy will be implemented with consideration for practical considerations and challenges facing an upstream owner, where reasonably possible to do so and meet the standards.

### **Requirements**

This policy sets forth certain requirements that may be supplemented from time-to-time by AGYC as conditions warrant.

- AGYC will maintain all right-of-ways, unless individual lot owners desire to maintain them in a manner consistent with Alderbrook policy. No structures, landscaping or vegetation is allowed in the right-of-way that may impede the natural flow of water. Where such impediments may exist, AGYC retains the right to cause their removal.
- All NEW construction must include a plot plan showing installation of all drainage facilities that collect, manage or control the flow of surface or ground water. This plot plan will require written and documented approval as part of the B&A process.
- Pursuant to this policy, AGYC may require certain sites with unique location or topological features to include specific water collection, routing or retention devices. Such devices could include collection basins, French drains, tight lines or infiltration systems. Costs of installation of any such facilities will be borne by the landowner.

AGYC may require culverts or other drainage facilities to be installed on previously approved and developed properties, as set forth above, to assure that the standards are met. Should such facilities be required, AGYC will notify affected homeowners at least 60 days prior to implementation, unless an emergency exists, in the reasonable discretion of AGYC. If an emergency exists, AGYC will try to work with the affected owners to minimize the impacts of AGYC requirements, while at the same time protecting all lots and common properties from damages. Each lot owner will make required improvements on his or her lot and at his or her expense, and to the satisfaction of AGYC specifications within 60 days of written notification. Should an owner be non-responsive, AGYC reserves the right to make improvements as may reasonably be required, considering the nature of the existing and probable future damages, and the burden of the improvements to the upstream owner, and bill the homeowner accordingly. AGYC will make a reasonable effort to return the affected area to a condition similar to that which existed prior to the installation of the improvement but cannot guarantee macadam, cement or driveways other than gravel will be returned to “as before” condition.

For additional information on specific drainage issues or requirements, please contact the AGYC GM or a member of the following committees, who serve at the pleasure of the Board of Directors:

- The B&A Committee in regards to new or revised lot construction drainage issues.
- The Green Committee or Golf Course Superintendent for all drainage issues on the golf course.
- The GM for all AGYC common areas.

- The Roads and Drainage Committee for AGYC roads, right-of-ways and easement drainage issues.

### **Latecomer Fees**

Any member who is required to bear the burden of the expense of improvements required pursuant to this policy has the right to be repaid by the owners of any other lots, either individual members, or AGYC as to common properties, who are benefited by the same, in proportion to the relative benefits. AGYC is entitled to repayment for the expense of improvements undertaken pursuant to this policy from each benefited member in proportion to the benefit to each such member. It is also entitled to repayment of any expense made to remediate any development by any member in violation of the standards; provided that the remediation undertaken provides a benefit to any other members with respect to their lots that would have otherwise been their responsibility to pay for. The member violating the standards will be required to pay the entire amount, and then will be repaid upon application for development approval as set forth immediately below.

No owner of an undeveloped lot will be required to contribute to the cost of any such improvements until he or she submits an application for approval of a developmental plan for the lot that includes construction of a residence. Approval of any such plan will be contingent upon payment of the proper proportionate sum, as directed by the B&A Committee.

## **Appendix G**

### **Election Committee Procedures**

The Election Committee is composed of a Chair, appointed by the President of the Board. The Chair will choose three or more members, approved by the President, to assist in the voting process.

Not less than 14 days nor more than 50 days before the date of the meeting each member, including all delinquent payment members, of the Alderbrook Golf & Yacht Club (AGYC) will be mailed a notice of annual general membership meeting where voting is to take place. A ballot containing all pertinent issues and/or candidates for Board positions will be included with the mailing. Notice will be sent that votes will not be counted if the member has delinquencies in payments.

The Notice to membership prior to the vote shall include an approximate number of votes required to reject the budget. The required number to reject the budget is based on actual figures as of the date of the vote. This number is computed as follows:

Total number of AGYC lots  
LESS Non-voted Developer lots  
LESS Delinquent Account lots  
LESS AGYC owned lots  
= Total eligible votes  
X 51%  
= Number of votes needed to reject the budget

Following the mailing of the documents, the Business Office (Office) will provide the Committee with two computer printouts of the members listed in alphabetical order. One printout will be labeled List 1 and the other List 2. The Committee will obtain from the Office a current list of members eligible for more than one vote. List 1 will be used initially. List 2 will be used later in the ballot process.

When the return envelopes are received in the Office, they will be assigned, unopened, to the Committee. The Committee will collect the return envelopes on a timely basis. The signature on the back of the envelope will be validated against the list of members. The Committee will open the envelope to ensure the privacy envelope has been enclosed and to make sure there are no payments or written communications for the Club. The privacy envelopes remain in the return envelope. The member's account number on List 1 will be circled indicating the (absentee) ballot has been returned. File the return envelopes in alphabetical order. Using List 1, periodically count the number of members who have returned their ballots including the additional votes and report to the Office. This information is needed by the Board to see if a quorum is within reach. If no privacy envelope is enclosed, do not circle the member's account number and do not file. Notify the Office of those instances so the Board can decide whether the member will be called or a letter written asking them to resubmit.

ONE WEEK PRIOR TO GENERAL MEETING:

The Committee Chair will call a meeting of Committee members. Prior to the meeting, obtain a list of members not eligible to vote from the Office. Using List 2 and not referencing List 1, the return envelopes that have been filed will be counted. The member's account number will be circled after the

signature has been validated with List 2. Once all the envelopes have been counted, List 1 will be compared to List 2 to make sure all envelopes are accounted for. If there are discrepancies, they will be corrected until both lists are identical. Underline the ineligible members in red ink on both printouts. Remove envelopes from the file of those members who are ineligible to vote. Keep these envelopes banded together, marked "Ineligible to vote" and place in the back of the file.

Remove the privacy envelopes and re-file the return envelopes in alphabetical order. After all the privacy envelopes have been removed, they may be opened and sorted. **(Two Committee members must be present whenever privacy envelopes are opened.)**

If there should be a tie between the candidates, the Committee will make a blind draw to settle the tie. The results of the voting will be documented and retained in a permanent file in the Business Office.