

**Woodburn Estates & Golf
Board of Directors Meeting
Tuesday, November 28, 2023 – 2:00 pm
Auditorium – Listen In (425) 666-4290**

MOTIONS

Motion #1

Treasurer Allan Lindberg: I make a motion to transfer \$8,453.61 from the Reserve Fund Account to the Operating Fund Account to cover qualified expenses as follows:

Asset TBD Jacobsen AR331 rear rollers & repair parts, Asset# TBD (purchased 12/21-none assigned yet) \$1,205.33.

Asset # 1167 Jacobsen Turfcut 4wd replacement battery & mower deck parts = \$1,065.40

Asset# 1164 Toro 3100D Sidewinder electrical system parts & repair = \$1,183.88

Asset # RF6 Tru Double Door Refrigerator replaced = \$4,999.00

Motion #2

Treasurer Allan Lindberg: I make a motion to approve the personal issue as discussed in the Executive Session on 11-21-2023.

Motion #3

Treasurer Allan Lindberg: I make a motion to adopt the proposed 2024 annual budget.

Motion #4

Director Sherman Lackey: I move to return to our Incorporated business name – Senior Estates golf & Country Club by January 1, 2024.

Motion #5

Director Sherman Lackey: I move to increase the spending for Mail Chimp to \$50.00 per year beginning December 1, 2023

Motion #6

Director Steve Garner: I move to approve 2023-1024 Enforcement Resolution (add).

- 1.5. Theft of any property belonging to the Association itself.** Fines will be imposed by the Board based on whether the property is recovered in its original condition, recovered damaged, destroyed or not recovered. Fees will be adjusted based on the severity of the occurrence. (see Fee Schedule).

#1a Move to amend the wording “**Fee Schedule**” with “**Schedule of Fines**”.

Motion #7

Director Steve Garner: I move to approve 2023-1024 **Enforcement Resolution (add).**
Schedule of Fines.

21. Theft.

The fine severity will be set by the Board. ***

Motion #8

member of this Association is exempt from any personal liability for the payment of Association debts, charges, and claims except to the extent of his or her beneficial share in the corporate assets and in any distribution there under.

4.5-1 Exemption

Acts of confirmed theft, vandalism or accidental damage to the common ground or assets of the association, thereof, may be invoiced to the individual member/owner for lost wages, replacement or legal costs incurred, as fully allowed under applicable law, including but not limited to a lien on the property until paid.

Motion #9

Director Steve Garner: I move to approve 2023-1024 **Bylaws 4 Members. (revised) 4.1-1.**

4.1-1 Property Owner Members. Property Owners in ~~Woodburn Estates & Golf~~ **the Association** shall automatically be members of the corporation and are subject to fees, whether they participate in any corporate or club activity, or not. Membership is not transferable and is canceled upon change of property ownership. Voting rights, community access and participation in HOA activities are suspended if the Property Owner member is not a member in *good standing*.

Exception: the owner may transfer from lot to lot within the Association using the form "Intent to Transfer and Exemption from Working Capital Fee" without loss of membership, see Bylaw 5.9-2.

#9a _Move to amend the wording "Intent to Transfer and Exemption from Working Capital Fee" with "Intent to Transfer".

Motion #10

Director Steve Garner: I move to approve 2023-1024 **Bylaws 5.9-2** section (**revise**)

5.9-2D Exemption from the Working Capital Fund Fee may be granted by the Board of Directors only under the following circumstances:

5.9-2D1 Any Person acquiring title or an ownership interest in a Lot, Unit or Building Site by inheritance, gift, tenancy by the entirety, living trust or other means without the payment of value or giving of other consideration, **will not pay** the Working Capital Fund fee for acquiring such title or ownership interest. **They will be required to show death certificate. See Declaration: ARTICLES II-C.**

5.9-2E Exemption from the Working Capital Fund Fee may be granted by the Board of Directors only under the following circumstances: **[6-10-1980]**

5.9-2E1 Must submit an "Intent to Transfer" form before selling and moving from current member lot to another member lot. In the event of a delay, the

transfer must be completed within 45 days of the closing of both 1st and 2nd homes as listed on the form.

- 5.9-2E2 **Property Owner**, after residing in the **current (1st)** home for a minimum of six (6) months after closing, may be allowed an exemption for 50 percent (50%) of the Working Capital Fund fee if purchasing a second home in the Association. The second home may be invoiced for the remaining 50 percent (50%) allowed, if the member does not remain in *good standing* ~~while owning both homes~~. [8-22-2017]
- 5.9-2E3 **Neither home** can be rented. [8-22-17]
- 5.9-2E4 **True copies** of all documentation evidencing the acquisition of the title of ownership interest shall be submitted **along with the form "Intent to Transfer"**.
- 5.9-2E5 **One-time request for exemptions.**
- 5.9-2E6 **This exemption allows the current homeowner as of 12-31-2023 to transfer to their second home and to continue with their selected HOA fee.**

Motion #11

Director Steve Garner: I move to approve 2023-1024 **Rules & Regs #14.36 (add)**.

14.36-10 Bikes are not allowed. (From Orange Form used in golf shop, Signage on the Golf course, and R&R 14.35).



Motion #12

Director Steve Garner: I move to approve 2023-1024 **Rules & Regs section 13 (revised)**.

13. RECREATIONAL VEHICLE (RV) LOT

The RV space may be used for the following vehicles:

13-A RV or Motorhome, **5th Wheel, Travel Trailer.**

13.1 Members, **Family of Members**, and Associates May Obtain Space

Only homeowner members, **family of** homeowner, and associates may obtain **lot space or storage unit space** on an annual basis with priority going to homeowner, and then family of member. Associates may also obtain **RV lot space and or storage unit space for their own unit(s)** on space availability. [associates 3-23-2021]

13.1-1 All lot sizes and storage unit sizes are defined in the Fee Schedule.

13.1-2 The unit(s) stored **must be moveable and must be identified on the form and/or photo may be attached. Ownership must be verified at the time of application along with proof of insurance and registration of ownership. Moveable, as defined in this section, means that the owner is able to drive down and drive away, reload, or hook up and move their unit, as required by the Association. [10-24-2017]**

13.1-3 It is advisable that the owner has an emergency contact on file who may move the unit if the owner is unable to move the unit in a situation requiring a move. [10-24-2017]

13.1-4 Lot and or Storage Unit users are expected to follow Rules and Regulations for usage. The Association member will be responsible for compliance, usage, and fees.

- 13.2 **Lot Space and Storage Unit Agreement ~~Must Be Renewed Each Year~~**
13.2-1 This RV Lot space agreement must be renewed every year on a full year basis. Proof of Insurance and Proof of Current Registration of Ownership will be required. The prorated RV lot fee will be for the first-time RV member or the first time RV Associate only, not the first time with that vehicle or the first time in that lot space.
13.2-2 Individual Storage Unit agreement must be renewed – see Fee Schedule. Proof of Insurance will be required. No alteration to the unit door, walls, ceiling, or floor.
- 13.6 Due Date Penalty
If the lot space or storage unit fee is not paid within thirty (30) days of the due date, or if the member does not clean out their storage unit and or remove their unit(s) immediately upon termination of this RV Lot agreement, their access ~~may~~ will be denied. All costs for such action(s) will be the responsibility of the member.
- 13.9 Member Termination of Space
By permanently removing their unit(s) from the lot space and leaving the lot space and or storage unit space clean, or non-payment of the fee. [3-2-2021]
- 13.10 ~~Unit is Stored at Owner's Risk~~
13.10-1 The Unit(s) will be stored in the RV lot space at the owner's risk.
13.10-2 The following are not allowed: chemical, flammable, corrosive, or explosive materials ~~may not be visible on open trailers~~. [5-23-2017]
13.10-3 The Association will not be responsible for loss or damage caused by fire, vandalism, theft, weather, or the act of other person(s), including acts of natural disaster. It is up to the owner to provide their own insurance to cover such loss or damage.
- ~~13.11~~ **11 Personal Item Storage at Owner's Risk.**
All properties by owner stored inside, outside, or underneath the owner's unit(s) are at the owner's risk ~~of the owner~~. It is up to the owner to provide their own insurance to cover such loss or damage. ~~The following are NOT allowed – flammable, corrosive, or explosive materials.~~
- ~~13.11~~ **12 Unit May Be Covered but not Anchored to the Ground or Fence.**

Motion #13

Director Steve Garner: I move to approve 2023-1024 Intent to Transfer (**revised**). See attached.

Motion #14

Director Steve Garner: I move to approve 2023-1024 Storage RV Agreement (**revised**). See attached.



Intent to Transfer Form

Owner Name(s): _____

(1st) Old Member # _____ Old Address: _____

Date sold: _____

(2nd) New Member # _____ New Address: _____

Closing Date: _____ within 45 days.

After the closing has been completed on the above addresses, please grant an exemption from the Working Capital Fee for the following reason:

- Bylaws 5.9-2E Exemption** from the Working Capital Fund Fee may be granted by the Board of Directors only under the following circumstances: [6-10-1980]

The approved Bylaws 5.9-2E are to be inserted here.

Owner Signature(s): _____

BOARD ACTION: The petition is:

- GRANTED – The Working Capital Fee will be discounted for this member.
- DENIED – The Working Capital Fee is due in full within thirty (30) days.

Board Meeting ____ - ____ -20____ Director Name _____

NOTE: Must be approved at a monthly Board of Directors open meeting for approval. See Bylaw 5.9-2.



RV LOT SPACE and Storage Unit Agreement RENTAL Form

RV Lot or Storage No _____

Only Woodburn Estates & Golf members may obtain space for their own unit(s) in the RV Lot. (Bylaws #4)
Only the Association members will use the RV Lot. (Bylaws #4.1)

Member # _____ Please Print Date: ____ - ____ -20____
Name: _____ Phone No. (____) - ____ - ____
Address: _____ Cell No. (____) - ____ - ____

Ownership must be verified at the time of application.

Unit 1 description (Make & Model etc.) _____
Unit registration number, if applicable: _____
Unit License Information: State: _____ Number: _____ length: _____

Unit 2 description (Make & Model etc.) _____
Unit registration number, if applicable: _____
Unit License Information: State: _____ Number: _____ length: _____

Alternate unit description (Make & Model etc.) _____
Unit registration number, if applicable: _____
Unit License Information: State: _____ Number: _____ length: _____

Alternate unit may be stored when main unit is away.

ANNUAL LOT SPACE FEE

Check size required
[mark only one]

See Fees Schedule for the following:

- Small ----- Annual RV Small Unit Space Max Length 20'
- Medium – Annual RV Medium Unit Space Max Length 30'
- Large ----- Annual RV Large Unit Space Max Length 41'

For Office Staff Only

Amount Refund \$ _____

Authorize By _____

Date _____

Amount for the Lot Unit Space checked above \$ _____
One Time Clean-up Fee \$ _____
 Annual Storage Unit Small (5' x 8') \$ _____
 Annual Storage Unit Large (8' x 10') \$ _____
 Member, Family, Associate **Total \$** _____

Total annual space fee must accompany this application.

Contact Information – in case of emergency, please notify:

Name: _____ Relationship: _____
Address: _____
City, State _____ Phone _____ Cell _____

I agree that the RV Lot space described above will be used only for unit(s) stored by the member indicated above, and in accordance with all applicable Rules and Regulations. If substitute unit(s) is acquired, I must notify the Association Office in writing before storing them in the RV Lot.

I understand that the Rules and Regulations governing the RV Lot, including any amendments thereto, are applicable to this agreement. I understand and agree to these terms and that I am responsible for the actions and conduct of all my guests and other invitees who may enter the RV Lot by my signature below.

Signature _____ **Date** ____ - ____ - 20 ____

- A unit must be **moveable** in case of a disaster or improvements to the RV Lot.
- A unit as referred to in these Rules and Regulations shall include self propelled, tow able unit and/or utility/canopy/camper/travel trailer and/or canoe/boat trailer combinations.
- Auxiliary towing dollies are allowed.

Refer to Rules and Regulations on RV rules.