

Senior Estates Golf & Country Club
 Board of Directors Meeting
 Tuesday, May 28, 2024 – 1:30 pm
 Auditorium – Listen In (425) 666-4290

AGENDA

- Call to Order
- Pledge of Allegiance
- Changes to the Published Agenda
- Treasurer/Budget Committee Report
- Reports of Officers, Boards, and Standing Committees
- Good of the Order
- Open Mic – Comments on Motions as published
- Motions
- Open Mic
- Announcement of Next Meetings
- Adjourn meeting.

MOTIONS

FIRST MOTION (to approve)

[2024-0528-Financial-Transfer-of-Funds](#)

Treasurer Allan Lindberg: I move to transfer from Reserve Funds to Operation Funds to cover qualified expenses for the following for work that was performed and paid for from the Operation Funds.

Inv Date	Vendor Name	Inv#	Description	Amt Pd	REPAIR/REPLAC E/UPGRADE	Asset Description	Asset ID#
3/25/2024	CJ Hansen Company Inc	3988	repair backflow preventer at RV gate	\$ 2,058.39	REPAIR	RV Storage Lot-Drainage	1241
3/18/2024	OES, LLC	P02889	replacement engine for sander	\$ 1,450.07	REPAIR	over \$1k repair	
3/19/2024	Integrated Solutions LLC	20068	fire system repairs	\$ 3,106.99	REPAIR	Community Bldg-Fire Suppression System	1083
4/3/2024	CJ Hansen Company Inc	4041	service call- gas leak detection & repairs around HVAC	\$ 1,581.00	REPAIR	over \$1k repair	
				\$ 8,196.45	<i>submit for approval at 5/28/24 BOD meeting</i>		

SECOND MOTION (to approve)

2024-0528-Financial-Debt-Write-off

Treasurer Allan Lindberg: I move to approve a bad debt write-off of \$2,060.35 for the balance on a property that is in arrears, has been sold, and the previous homeowner is deceased.

Discussion: *(will be presented at the meeting)*

THIRD MOTION (to approve)

2024-0528-Financial-Sprinkler-System-Maintenance

Treasurer Allan Lindberg: I make a motion to engage the proposed services of North Star Turf & Irrigation LLC to update and program our golf course irrigation system software so that it operates efficiently and economically. The cost will be \$2,300 for 10 hours to program and test the system.

In addition, each month thereafter through October 15th, , North Star Turf & Irrigation LLC will visit our site twice weekly at a monthly cost of \$1,200 per month for four months bringing the total to \$7,100.

FOURTH MOTION (to approve)

2024-05-28-House-Gazebo

Director Marilyn Sbardellati: I move to hire McGrath Structural Engineering, LLC to perform a site visit in order to inspect the gazebo and prepare a report as to its current condition and salvageability. Cost estimate \$550.

FIFTH MOTION (to approve)

2024-0423-Rules-Suspend-Reading.1

Director Andrew Nordby: I move to suspend the reading of motion **2024-0423-Rules-Rules & Reg Sections 1 and 14.**

Discussion: *This motion was posted at the last BOD meeting and is now being submitted for approval.*

SIXTH MOTION (to approve)

2024-0423-Rules-Rules & Reg Sections 1 and 14.

Director Andrew Nordby: I move to approve **2024-0423-Rules-Rules & Reg Sections 1 and 14.**

1. Hours have been removed from operation and hours of play. Like fees, the rules committee would like to approve hours rather than correcting the Rules and Regulations.
2. **LIKE KIND sections have been moved together.**
3. **NEW** – Is addition.
4. **WAS** – Source in section in Rules and Regulations Nov. 28, 2023, or SOP April 1, 2024
5. Some grammar has been fixed.
6. Golf has been taken out of Golf Pro Shop.
7. Ladies has been changed to Women.
8. Some added words are highlighted or bolded.
9. Pages are numbered for easier discussion while looking at the draft. These page numbers will change when the sections are inserted into the Rules & Regulations.

1. Association Facilities

1.1 Member Guest

DELETE Guests must register and be always accompanied by a member host.

REPLACE Member must register their guest and always accompany guest.

NEW Members are responsible for payment of fees, if any, as listed in the fee schedule or posted.

1.2 Smoking. Smoking, including electronic cigarettes, is not permitted in the Association buildings.

1.3 Operation Hours for the Association.

1.3-1 Clubhouse. The Board of Directors will establish the hours for the Clubhouse and the Pro Shop.

1.3-2 Posted Hours

The Clubhouse will post approved hours on the bulletin board located at the main entrance to the office.

1.3-3 Pro Shop.

The Pro Shop will post approved hours at the Pro Shop entrance for golfers and walkers.

1.3-4 Exception. The Board of Directors may approve exceptions to the established hours for **events** approved for other than established hours.

1.3-5 Office Hours. The Board of Directors will schedule the hours the office will be open.

1.3-6 Office Posted Hours. The Office hours are posted in a glass case near the front entrance doors, and website.

NEW 1.3-7 Closures

1.3-7A Annual Closures

Annual closures are Christmas day, Thanksgiving Day, and New Years Day.

1.3-7B Weather Conditions_ Weather Conditions, including frost delays or power outages may cause issues on the golf course, tunnel or at the Association buildings. Closures for safety or damage prevention may be necessary for our members or employees. **Moved from SOP 1**

1.3-7C Health Emergency_ Oregon Health Authority and CDC guidelines will be followed and implemented if a State or Federal emergency or pandemic is declared. Moved from SOP 1

1.3-7D Cooling Area _ When temperatures are 95 degrees and above the Association has rooms available for members only as a cooling area. Moved from SOP 1

NEW 1.3-7E Maintenance Delay or Closure

Notice shall be posted at the Pro Shop and by Bugle Blast and News & Views, if time allows, for known closures on the golf course due to maintenance.

1.4 Use of Rooms

Clubs or groups Use of the Association facilities is limited to pre-registered organized clubs and groups that meet regularly. Organized clubs and groups shall have Bylaws, a set of Rules **NEW or mission statement.**

1.5 Application for Facility Usage

Clubs or Groups must submit an annual application for use of the clubhouse facilities to guarantee a meeting area. The form is on the Association website or may be obtained at the office. The responsibilities of the applicant are listed on the form. Submit to office. See also Section 2. **Moved from 3.1**

NEW 1.5-1 Annual Events

Annual events approved by the board and certain board functions take priority.

NEW 1.5-2 Dates

While most requested dates are approved, the office may notify you if a conflict or if allowance cannot be made.

1.5-3 No Rent

No rent is required from the Association organized clubs or groups registered at the business office each year or for members of the Association for memorials. **Moved From 1.8.**

1.5-4 Board Determines Eligibility

The Board of Directors reserves the final right to determine the eligibility of persons, clubs, or organizations to use the facilities. **Moved From 1.9**

14. GOLF COURSE RULES AND ETIQUETTE

NEW Hours of Operation or Closures - Hours are set by the board of directors. See Rules and Regulations Operation hours 1.3.

14.1 Golf Hours

Golf may not start on the golf course before the opening hours, as approved by the board except for scheduled tournaments that may require earlier tee times. **Was 14.6**

NEW 14.1-2 Walking

Walking is allowed on the golf course for members under the rules detailed in Walking, Section 14.12

14.2 Priority of golf times

The Pro Shop Staff is responsible for directing the priority of play on the golf course and shall maintain a Tee Time sheet. **Was 14.1**

14.3 Player Responsibility

14.3-1 Register. Members and guests must register (sign-in) at the Pro Shop before golfing. Guest(s) must be accompanied by a member in *good standing*, and guest(s) must obtain a daily bag tag that will be displayed during play. **Was 14.2**

14.3-2. A first-time or beginner golfer is encouraged to attend a clinic or take a golf lesson prior to playing. **Was 14.4**

14.3-3 First Tee. Players start from the first tee unless otherwise approved by the Pro Shop staff.

This **Was 14.33 NEW** or as part of a game with designated start holes.

14.3-4 Golf Group Limit. More than four (4) people are not allowed to play as a group except with explicit permission from the Pro Shop Staff. **Was 14.17**

14.3-5 Golfer's Golf Bag and Clubs. Golfers must have their own golf bag and a set of golf clubs, **was 14.5 NEW** unless the pro shop staff grants a waiver.

14.3-6 Golfers to Show Proof. Golfer(s) will show their bag tag or receipt for green fees upon request of the Pro Shop Staff or authorized Course Marshall. If such proof is not provided the offender will be reported to the Pro Shop Staff. **Was 14.16**

14.3-7 **Licensed Driver.** A golf cart must be driven by a person at least 16 years of age, with a valid driver's license, and may be occupied by no more than two (2) adults. **Was 14.21-8**

14.3-8 Dress Code Appropriate clothing is required on the golf course.

The dress code for golf is:

All - Shoes - Shoes are required with no steel spikes.

Men - Shirt with a collar or **NEW** approved golf industry collarless shirt.

Women – Blouse or shirt with or without sleeves.

All: No jogging shorts, short shorts, cut offs or swimming-type shorts.

All: No spandex, sweatpants, tube or tank tops, t-shirts, or spaghetti straps, bare midriffs, halter tops or strapless garments.

All – Jeans are permitted but must be in good taste. **Was Section 14.30**

14.4 Golf Course Play

14.4-1 Time for Round - Nine (9) holes should be completed in one (1) hour and forty-five minutes (45); (18) holes should be completed in three (3) hours and thirty minutes. **Was 14.7**

14.4-2 **Playing Through** - If one (1) full hole is empty ahead of you, and players are waiting behind you, invite players to play through. **NEW** Do not resume play until the team has moved to the next hole or is completely out of your range. **Was 14.10**

14.4-3 **Start** - Members that start on holes other than hole one (1) or ten (10), with permission of the pro shop, must let golfers on the field play through first. **Was 14.14**

14.4-4 **Preference on Tenth Tee** - Players coming from the number nine (9) hole will have preference onto number 10-tee. Golfers stopping between nines for refreshments, except for items to be carried and consumed during play lose their preference. **Was 14.9**

14.4-5 Golf Ball marks and Divots - Golfers are requested to carry sand and seed mix on your golf cart or pull cart as you play. **Was 14.12 + NEW.**

14.4-5A Do not replace divots on tee boxes. Reseed tee box divots with the sand and seed mixture provided at each tee box. **Was 14.11**

14.4-6 Sand Trap Rakes – Replace sand trap rakes in the holders located in the sand trap. Do not place or throw the rakes in the trap. Please place in position causing the least interference to following golfer(s) and the green mowers. **Was 14.13**

14.4-7 Golf Carts and House Maintenance Vehicles

A golf cart is identified as a vehicle that is self-propelled. A golf cart must not be driven within 30 (thirty) feet of the putting greens, onto the apron, onto the tee or into a sand trap. **Was 14.21-1**

14.4-8 Red Flag Program - Any golfer who needs to take advantage of the Red Flag Program must submit to the office one (1) of two (2) pieces of documentation; a letter from attending physician regarding the health condition that warrants the golfer this compensation, **OR their state issued Handicap Placard.** They will be issued a Red Flag and a pole to attach to their golf cart and guidelines that will be adhered to, upon arrival. **Was 14.21-2**

NEW 14.4-8A Golfers approved under the Red Flag program must comply with ordinary and reasonable rules of the course.

NEW 14.4-8B Golf cars bearing a Red Flag may drive to the side of the approach to the green, not closer than ten feet from the green and not on the approach to the green.

NEW 14.4-8C Pro shop staff has discretion to not allow Red Flag play in certain weather conditions that may damage the course.

NEW 14.4-8D Red Flag program is open to owners and associate players.

NEW 14.4-8E Red Flag program is open to owner guests playing with owners with proof of Oregon State issued Handicap placard for day.

14.4-9 Registration - Any Golf cart(s) operated on the premises must be registered by owners with the Association and purchase of an annual golf cart registration sticker that must be displayed on the windshield of the golf cart. Was **14.21-3**
14.4-9A Street Legal. DMV licensed, street legal carts with the State of Oregon are considered street legal in the City of Woodburn, where speed is posted 35 MPH or less. **Was 14.21-4**

14.4-10 Tires. The tires of golf carts, **and scooters**, must be at least eight (8) inches wide with non-aggressive tires. **(tread). Was 14.21-5**

14.4-11 Golf Cart Routes. Golf cart drivers should always use the streets north of HWY-214. A citation (by law enforcement) may be issued for using HWY- 214 without a DMV licensed golf cart. Street licensed Association house maintenance vehicles should also use the same route, whenever possible rather than the golf cart paths. [4-27-2021] **Was 14.21-7**

14.4-12 Hand Golf Cart Restricted Areas on Course

All push carts whether self-propelled or hand operated must not be on the putting greens, tee box, or into sand bunkers or across any other posted designated areas of the golf course. **Was 14.22**

14.5 Men and Women's Golf Days

Men's Day and Women's Golf Day shall begin on the third Tuesday, Wednesday and Thursday of March and shall end on the third Tuesday, Wednesday, and Thursday of October. The Pro Shop Staff have the discretion to allow other players on the course if the times allocated for the Men's Club and Women's Club are not being used. **Was 14.23**

Rewrite 14.5-1 If Men's Day or Women's Day falls on a holiday, the days are open to all players unless already part of a scheduled and approved tournament. **Was 14.23**

NEW 14.5-2 Day's play – The Board of Directors shall approve the hours for Day's play by motion for the full year by January 31.

Tuesday nine holes of the golf course are reserved for Men or Women golfers who play in the nine-hole group. The men and women will play alternate nine (9) holes unless playing together.

Wednesday is Women's Day. Who play in the eighteen (18) hole group. Women players shall have preference, provided they are a twosome or more.

Thursday is Men's Day. Thursday, men shall have preference on the first tee, providing they are a twosome or more. **Was 14.23**

14.6 Golf Tournaments

The Board of Directors will approve a schedule of golf tournaments, usually in the fall of year, before golf events the following year.

14.6-1 Updates. The tournament schedule may be updated as needed by the board. **Was 14.24**

14.6-2 **Holding a tournament.**

Members may not hold a tournament with guest(s) without first obtaining permission from the Pro Shop Staff in consultation with the Golf Chair of the Board of Directors. See 15.1. **Was 14.19.**

14.6-3 Reciprocal Play

Reciprocal play with other golf clubs is allowed whereby members of those clubs may play with permission from the Pro Shop Staff and payment of green fees consistent with rates established with our Sister Club fees with the Oregon Trail Program. **Was 14.20**

14.6-4 Invitational If there is a "true invitational" which is made up of 50 per cent members and 50 per cent invited guests, an event organizer may request a free practice round which may be granted by the golf chair at their discretion, on a case-by-case basis. However, it is recommended that event organizers for established events request the free practice round approval at the time of the Tournament Schedule by the Association Board. **Was 14.24-1.**

14.6-5 Restrictions During Tournaments

A member cannot play on the golf course during reserved tournament play if the member is not a participant in the tournament. The Pro Shop will allow play by non-participating players when there is no chance of interference in the game. **Was 14.34**

14.7 Golf Practice Areas

Golf Practice areas are the driving range **near the golf cart sheds**, the sand bunker near the gazebo, the putting green near the gazebo, the putting green in front of the clubhouse near the Pro Shop, and the putting green near the golf maintenance shed. These areas shall be open for practice to any Association member in *good standing*, their guests regardless of age. The guest must be accompanied by the member in *good standing* and always supervised. **Was 14.31**

14.7-1 Practice - Practice is not permitted on the golf course. **Was 14.8**

14.7-2 Revised - Be aware of other golfers on the course. **Was 14.25-3**

14.7-3 NEW Pick-up Balls - Golfers are responsible for picking up their own golf balls.
14.7-3A When a golfer is ready to pick up balls, other golfers must stop hitting balls and allow the pick-up of golf balls. **Was 14.25-1**

14.7-3B **Rewritten Shag Bag**. These bags are inside the bench and return after use. **Was 14.25-4.**

14.7-4 Tournament Practice – Golfers will be restricted to fifty (50) yards **on the practice field** on tournament days.
Was 14.25-5

NEW 14.7-4A – Associate - Associate golf members may also play these practice areas as part of their package.

14.7-5 Woods and hybrids may be used only into the net on the west end of the practice area (**over one hundred yards**). Exceptions may be made under the supervision of a teaching golf professional in coordination of the Golf Pro Shop staff.
Was 14.25-2

14.8 Golf Rules and Etiquette

14.8-1 Responsibility - Players assume responsibility to inform or remind other players about the rules of golf and etiquette. See also 14.3. **Was 14.26.**

14.8-2 Report Rule Violations or Complaints. Member(s) should report golf rule violations or complaints to the Pro Shop staff. **Was 14.27.**

14.8-3 Complaints other than Golf Rule Violations

REWRITE Violations of Association rules shall be reported on the Association Rules Review and Complaint form available on the Association website or at the office. **Was 14.28**

REVISED 14.8-3A Complaints - The Pro Shop Staff shall direct Association complaints to the proper form or the Rules director.

NEW 14.8-3B – The Rules committee chair is allowed use of an Association golf cart to investigate filed complaints and or violations.

14.8-4 USGA and Local Golf Rules

14.8-4A **The Association** operates under United States Golf Association (USGA) Rules and Local Golf rules established by the Green Committee of the Association. **Was 14.29**

NEW 14.8-4B Handicap The men and women's golf clubs at the Association access their handicap index through the Oregon Golf Association (OGA), an allied golf Association of the USGA. The "Handicapping Policy" is posted in the Golf Lounge. **Was 14.29**

14.8-4C Rules Books - USGA and Local Rules "Green" book are available in the Pro Shop. **Was 14.29**

14.9 Pets on course

No domestic animals of any sort, unless authorized by the Pro Shop, are allowed on the golf course or in the golf cart on the course during play. If an allowance is made the animal must remain in the cart. Owners are allowed to have pets in the golf cart while riding on the golf cart paths, and while traveling to and from the Association, while not playing golf, if the pets remain in the cart. **Was 14.32-1**

See Walking, Section 14 for rules for pets during walking hours.

14.10 Other Cart Riders

Riders, spectators, and spouses may ride or walk along with a golfer in *good standing* to help assist in caddying, locating errant golf shots, score maintenance, delivery of selected golf club as needed, moving golf car, and tending the flag, etc.
Was 14.32-2

14.11 Golf Chair

The Golf Committee Chairperson is the Board member with oversight of the "playability" of the golf course by soliciting monthly input from green meeting from operations and maintenance. **Was SOP 2.4**

14.11-1 Committee - This Committee consists of the following voting members: Board of Directors Golf Chairperson, a representative of the Women's Club, a representative of the Men's Club, and the Men's and Women's Handicap chairpersons. The Manager, Golf Professional, and Golf Course Superintendent are advisors to the Golf Committee with no votes. **Was SOP 2.4.1-A**

14.11.2 Green Committee - For many golf organizations, this committee is more often referred to as the green committee, the common name, as listed in the USGA and OGA Rulebook. **Was SOP 2.4.1-B**

14.11.3 Non-voting Member - The Board of Directors Golf Chairperson may add one (1) non-voting member of their choice to the Golf Committee. **Was SOP 2.4.1-C**

14.11.4 Golf Course Usage Rules

Owners and Associates Only – Not Open to the Public – Golfers Only – No Loitering – **Member Walkers** - No Skateboarding – No Bikers – Violators Will Be Prosecuted **Was 14.35 NEW 14.4-1** See Section 14 – Walking on the Course.

14.12 Walking on the Course - Section revised (was 14.36)

Members may walk on the golf course during hours established by the board of directors. See Rules & Regulations 1.3.

14.12-1 Guests – Members must accompany guests.

14.12-2 Register - Members and guests must register (sign-in). There are three options: 1) Use QR Code on Lanyard, 2) call the Pro Shop, or 3) sign the sign-in sheet in the golf lounge before walking.

14.12-3 Lanyard – The Association will provide the lanyards and members are required to wear them while on the course. Lanyards shall not be shared.

14.12-4 Dress code – Appropriate clothing is required on the golf course.

Men and Women: No jogging shorts, short shorts, cut offs or swimming-type shorts.

Men and Women - No spandex, sweatpants, tube or tank tops, t-shirts, or spaghetti straps, bare midriffs, halter tops or strapless garments.

Men and Women – Jeans are permitted but must be in good taste.

14.12-5 Bikes – Bicycles are not permitted under the walking rules.

14.12-6 Pets – Pets are allowed on the course with members.

14.12-6A Pets must be on a leash.

14-12-6B Pet walking is restricted to the golf cart path, plus (5) five feet off the side of the path in the grass area.

14.12-6C All waste must be picked up and taken home. **Do not place in the golf course or Association garbage receptacles.**

14.12-6D – No aggressive dogs.

14.12-6E – Do not allow dogs to dig.

14.13 Children

14.13-1 Transport. Children may be transported by golf cart to and from the club house. This also includes the tunnel and golf course path south of HWY-214. [4-13-2010] **Was 14.21-6**

14.13-2 Golf. Children must be ten (10) years of age to play golf unless they are able to show proof of handicap from a golf Association. They must be accompanied by a member in good standing, except at a Junior Tournament. [11-23-2010] Was 14.18

NEW 14.13-3 Walking. Children walking on the course must be accompanied by a member in *good standing*, 14.13-4 Path. Children are restricted to the golf cart path.

14.13-5 Trikes and bicycles. Trikes and bicycles are not allowed.

NEW 14.14 Lost and Found

14.14-1 Please turn found golf course items into the pro shop.

14.14-2 Lost items are usually kept for ninety (90) days, at minimum.

SEVENTH MOTION (to approve)

2024-0528.Rules.Facilities.Rental.Application.Revision

Director Andrew Nordby: I move to approve the following revision of the Facilities Rental Application.

[insert Logo] **APPLICATION to RENT FACILITIES**

Date of Event: _____ Purpose: _____ No. of Guests: _____
Name: _____ Member No: _____ Phone: _____
Address: _____
Setup & Cleanup by: _____ Member No: _____ Phone: _____
Setup Time: _____ Event Time: _____ Time Out* _____

- [initials] All facilities close at 9pm, at which time all clean-up and equipment stowing must be completed.
- [initials] Responsible for replacing chairs and tables in the proper storage area, for turning off the lights, checking, the windows and doors at the end of the event. **Please follow all posted signs in the kitchen.**

[initials] Refund of Security/Cleaning Deposit is subject to **forfeit if the rented area is not left clean.**

[initials] **Loss or damage to the facilities or equipment from the event, along with wages for cleanup will be subject to invoice to the signer of this agreement.**

[initials] Will liquor be dispensed at the event? No Yes If YES, see Page two

- The Association has a limited "On Premise" alcohol license (ORS 471.178) which allows beer and wine to be served and consumed. **No hard alcohol/liquor** may be served or consumed on the premise. The host/member agrees to abide and comply with all applicable laws and regulations.
- If alcoholic beverages are to be served or consumed, the host will comply with all applicable laws and regulations, including Signature(s) and Initials(s) on Page Two of this document are required. Please read back before signing.

See Fees Schedule for rental fees. (Check all that apply)

<input type="checkbox"/> Auditorium	<input type="checkbox"/> Dining Hall
<input type="checkbox"/> Blue Room	<input type="checkbox"/> Kitchen
<input type="checkbox"/> Lg. Conference Rm #1	<input type="checkbox"/> Sm. Conference Rm #2
<input type="checkbox"/> Card Room	<input type="checkbox"/> _____

Total Rental Fee(s) 1st check: \$ _____
Security/Cleaning Deposit 2nd check \$ **100.00**

Office Use Only Amount of Refund: _____ Auth. By: _____ Date Refunded: _____
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Note: I agree that the facilities will be used solely by the persons and for the purpose described above, and in accordance with all applicable Rules and Regulations (see reverse side) and this rental agreement. I understand that I am responsible for ensuring that all the facilities are left in a clean and orderly condition and without damage(s). I understand that I am responsible for the actions and conduct of all guests and attendees, and for ensuring that all guests and attendees remain in the area(s) specified above. I agree to indemnify, defend, and hold harmless the Association (and its officers, directors, employees, and agents) from all claims arising out of, or alleged to arise out of, the use of the facilities or equipment, including, but not limited to, any act of omission or to any condition of the premises or equipment.

Signature: _____ **Date:** ____ - ____ -20____
Must Initial and Sign Reverse Side too.

Approved or Disapproved Date: _____ Activities Director: _____

Note:

- If request is disapproved, an explanation in writing will accompany the returned form.
- The applicant has the right to re-submit this form to the board of directors for reconsideration.
- The deposit is subject to loss if an event is cancelled less than 72 hours before the date of the event.
- Must allow up to **ten (10) days** for a **Security/Cleaning** Deposit refund made by check for verification of bank clearance.
- Political events are not allowed.** See Rules & Regs on Political Events.
- Bylaws - Refunds must be** applied to any open account balance before a check can be issued.

Application-Rent-Facilities-2024-05xx3 Page 1 of 2

APPLICATION to RENT FACILITIES

RULES & REGULATIONS for use of Senior Estates Golf and Country Club FACILITIES

An individual member or a member club or group of the Association will, within applicable guidelines, host each clubhouse event approved by the Board of Directors. The host member will be on the premises during the event and is responsible for Association property during the event. Major furniture pieces must not be moved within the clubhouse without prior approval. The member host (individual or club/group) will reimburse the Association for any expenses incurred in additional custodial work performed after the event and/or any damages or loss to the Association's property by member or member's guest.

Please initial all that applies.

1. [initial] The member host or designated club representative must **always remain on site** and is responsible for all guests who **ARE RESTRICTED TO THE AREA ACTUALLY RENTED** plus adjacent restrooms and coat rooms. All other areas are off limits to guests during the scheduled event. Children will **always be supervised** by a member host, seeing that they remain in the area(s) authorized for, and occupied by, the adult attendees.
2. [initial] Smoking of any kind, vaping or any form of electronic smoking is not allowed within any Senior Estates Golf and Country Club building, or within **ten (10)** feet of entrance.
3. [initial] Arrangements for use of the sound system, if needed, must be requested in advance through the business office. If 50-cup coffee makers are requested, a key must be checked out during Office Hours.
4. [initial] Set-up and clean-up will be accomplished within the scheduled time. Set-up is not to begin before scheduled time without prior approval. **Clean-up is to be completed by 9pm unless prior approval.**
5. [initial] **ALCOHOL RULES:** Member or MEMBER GROUPS, and committees – the Association has a limited-on premises alcohol license (ORS 471.178). The Association will uphold the rules from OLCC (Oregon Liquor & Cannabis Commission) that applies to our license.
 - a. Beer and Wine may be brought to club and organized events but must be corked (opened) by Oregon State Certified server(s).
 - b. Beer may be purchased and opened on site through Country Cottage or the Golf Pro Shop, or as part of an Association event.
 - c. Clubs and event organizers will determine procedures to comply with the corking requirement.
 - d. **No hard liquor** is allowed on the premises.
 - e. At least two (2) substantial food items must be served.
6. [initial] **OUTSIDE Servers:** Must comply with all Alcohol Rules above. Events that bring in outside servers **MUST** provide the following to the Association office **BEFORE THE EVENT:**
 1. Names of Servers and proof of a valid server's permit.
 2. Temporary Sales License signed by the City of Woodburn.
 3. A list of at least two (2) substantial food items that will be served, as required by ORS rules.
7. [initial] I/we understand and agree that if any alcohol/hard liquor or unauthorized beer/wine is served or consumed in the facility, the event will be shut down immediately and required to clean/clear the facility prior to leaving.

Check-off List:

- Tables and chairs will be stacked properly and returned to their original storage room, unless the next group requests them to remain. Indoor Tables and Chairs are **not** to be used outside or on lawn areas without prior approval.
- All rented areas including entry, foyer, and hallway areas will be cleaned immediately following the event.
- The Kitchen floor must be swept, and damp mopped. The Dining Hall & Auditorium will be swept. Spills will be cleaned up **immediately** with a damp (not wet) cloth. Excessive moisture will damage the hardwood floor. **Do not damp-mop the auditorium floor.**
- Remove all food from the premises. Leave refrigerators, stoves, dishwasher, and counters clean. Wash and store all coffee pots. (50 cup coffee pots are to be locked up). Put used towels under the sink in the proper container. Place all refuse in plastic bags; then put filled plastic bags into dumpster outside the kitchen door.
- Before leaving, turn off all the lights, including those in restrooms, and the sound system, if used. Do not leave doors propped open. Please follow all posted signs in the kitchen.

[initial] **Additionally, a fine from Fine Schedule may be assessed, with loss of refund, and the privilege to rent facilities will be revoked. Other fee(s) may be assessed for staff to complete the cleanup/repair.**

Member Signature _____ Date: _____

EIGHTH MOTION (to approve)

2024-0528-Rules-Suspend-Reading.2

Director Andrew Nordby: I move to suspend the reading of motion **2024-0528.Rules.Resolution for Collection of Unpaid Charges**

Discussion: *This is a new motion that is being posted.*

NINTH MOTION (to post)

2024-0528.Rules.Resolution for Collection of Unpaid Charges

Director Andrew Nordby: I move to post 2024-0528 Resolution for Collection of Unpaid Charges.

[LOGO inserted here]
1776 Country Club Road
Woodburn, OR 97071

Resolution of The Board of Directors

COLLECTION OF UNPAID CHARGES

WHEREAS "Declaration" is the *Restated Declaration of Restrictions for all Lots in Senior Estates Golf and Country Club*, "Bylaws" is *Bylaws of the Senior Estates Golf and Country Club*, "Act" is the *Oregon Planned Community Act, ORS 94.550 - 94.783*, ORS 94.630(1)(n), ORS 94.630(1)(n), and "Association" is *Senior Estates Golf and Country Club*.

WHEREAS, "assessments," as used in this Resolution, includes all amounts validly assessed against a Lot or Unit Owner ("Owner") pursuant to the governing documents of Senior Estates Golf and Country Club, including, but not limited to common expenses, interest, fees, fines, attorney fees and all collection costs; including action to collect unpaid assessments;

NOW, BE IT FURTHER RESOLVED, that the following steps be adopted to provide for the uniform and systematic procedure for the collection of unpaid assessments:

1. All assessments shall accrue interest at the rate of eighteen percent (18%) per annum from the date such assessment is first due. [Articles of Incorporation]
2. If any assessment remains unpaid by an Owner for more than thirty (30) days from the due date for its payment, the Board shall send a notice to the Owner indicating the amount due, including notice of the late fees and interest, and demand for immediate payment thereof. *See Exhibit "A"* attached hereto.
3. If any assessment remains unpaid by the Owner for more than sixty (60) days from the due date for its payment, the Board shall turn over collection to the Association's attorney ("Attorney"), who shall (a) send a written demand for payment and any notice as required by the Federal Fair Debt Collection Practices Act, if applicable; (b) prepare and record a lien against the Owner's unit; (c) notify the Owner within twenty (20) days of recording that the lien has been recorded; and (d) may notify any first mortgage or trust deed holder of the Owner's default, if applicable. The lien amount shall include all collection costs to date, including attorney's fees and the cost of preparing and/or recording the lien, any notice of lien required by law, and any notice to a first Mortgage holder, if applicable. The demand for payment shall notify the Owner of the Owner's liability for payment of charges imposed by Attorney to cover fees and costs associated with all collection efforts. The demand for payment shall include all collection costs to date.
4. If any assessment remains unpaid by the Owner thirty (30) days after the date of Attorney's demand, Attorney shall send Owner a ten (10) day demand letter for payment notifying the Owner that if full payment is not received within ten (10) days of the date of the letter the Association intends to file suit to either obtain a money judgment or foreclose on the lien. The demand shall include the updated amount owing, including all collection costs to date.
5. If any assessment remains unpaid by the Owner ten (10) days after the attorney's ten (10) day demand letter/notice of intent to file suit, the Attorney shall file suit for a money judgment, unless the Board, after recommendation by Attorney, determines that lien foreclosure is advisable under the circumstances. In such cases, the attorney may file a lawsuit for a money judgment, for foreclosure, or for both a money judgment and foreclosure, as permitted by applicable law.
6. If the Association is successful in obtaining a money judgment, Attorney shall collect on the judgment in this order, unless Attorney determines other actions or another order of collection is appropriate under the circumstances: (1) file and send a ten (10) day demand to pay judgment; (2) garnish accounts, wages and/or rents; (3) levy against any personal and real

property; and (4) levy against the unit. Additional steps may be necessary to determine the availability and location of the judgment debtor's assets. If the Association is successful in a suit to foreclose on the lien, the Attorney shall proceed as necessary to complete the foreclosure unless otherwise directed by the Board.

NOW, BE IT FURTHER RESOLVED, that all legal fees and costs incurred in the collection of a delinquent account shall be assessed against the delinquent Owner and shall be collected as an assessment as provided in the Association's governing documents and the Planned Community Act.

NOW, BE IT FURTHER RESOLVED that all contacts and/or contracts with the delinquent Owner shall be through Attorney. Neither the Board nor any of its agents shall discuss the collection of the account directly with the Owner after it has been turned over to Attorney, unless one of the attorneys is present or has consented to the contact and/or contract.

NOW, BE IT FURTHER RESOLVED, that Attorney shall have the discretion to enter an installment payment plan with a delinquent Owner in appropriate circumstances. In all cases in which a lawsuit has been filed, any such plan must be secured by a Stipulated Judgment. Any payment plan providing for a down payment of less than the greater of one-third (1/3) of the delinquent balance or twice the current monthly assessment, or a duration in excess of twelve (12) months shall require approval of the Board president.

NOW, BE IT FURTHER RESOLVED that Attorney, in its initial demand notice, shall communicate to Owner that the account has been turned over to it for collection, and that all payments are to be made to Attorney until the account has been brought current. The Association hereby grants to Attorney its limited power of attorney to endorse for deposit checks made payable to the Association (or its agent management company, if any) in satisfaction of accounts sent to Attorney for collection. The Attorney shall deposit all payments in its trust account. All amounts collected shall be disbursed by Attorney according to the provisions of the Association and Attorney representation agreement.

NOW, BE IT FURTHER RESOLVED, that nothing in this Resolution precludes the Board from taking further action in the collection of unpaid assessments permitted by the Association's governing documents or applicable law, including, but not limited to, adopting or enforcing rules regarding the termination of utility services paid for out of assessments of the association and access to and use of recreational and service facilities available to owners and, after giving notice and an opportunity to be heard, terminate the rights of any owners to receive such benefits or services until the correction of any violation covered by such rule has occurred.

This Resolution supersedes and replaces all prior resolutions covering the same subject matter.

The effective date of this Resolution is June _____, 2024.

ATTEST: the above resolution was properly adopted and on file.

ATTEST by Senior Estates Golf and Country Club:

President, Board of Directors Date

Secretary, Board of Directors Date

[LOGO inserted here]
1776 Country Club Road
Woodburn, OR 97071

EXHIBIT "A"

ASSESSMENTS ARE 30 DAYS PAST DUE

Date
Name
address
Woodburn, OR 97071

RE: NOTICE OF UNPAID ASSESSMENTS

Dear **Mr. Doe**:

The records of Senior Estates Golf and Country Club show that your assessment account is now past due. Our records reflect the following:

Principal Assessments Due:	\$ _____
Accrued Late Charges:	\$ _____
Accrued Interest:	\$ _____
Total Due:	\$ _____

Demand is hereby made for immediate payment of the balance in full. If you have any questions, please contact the undersigned. If payment is not made in full in 30 days, your account will be sent to an attorney for collections. You will then be responsible for paying the attorney fees which will accrue in an attempt to collect on the debt. The Board hereby encourages you to avoid any additional costs and fees. If you need assistance, in the form of a payment plan, contact the Administration Office before the 30 days expires.

Your prompt payment of the balance due is appreciated.

Sincerely,

Jane Doe
Chairperson, Board of Directors
(Phone number)
(Email)
(Address)

TENTH MOTION (to approve)

2024-0528-Rules-Suspend-Reading.3

Director Andrew Nordby: I move to suspend the reading of motion 2024-0528.Rules&Reg.2-13 and 15-21.

Discussion: *This is a new motion that is being posted.*

ELEVENTH MOTION (to post)

2024-0528.Rules&Reg.2-13 and 15-21.

Director Andrew Nordby: I move to post 2024-0528.Rules&Regs.section 2-13 and 15-21

1. **LIKE KIND sections have been moved together.**
2. **New, Add, Revised, Replace, Merged, Redundant** are used as help to the reader.
3. **Was** – Source in section in Rules and Regulations Nov. 28, 2023, or SOP April 1, 2024
4. Aid notes as noted in 2 and 3 will be removed from the final document.
5. Some grammar has been fixed including added words without changing context.
6. The Spa (Hot tub) has been removed from the documents at this time while the Board of Directors work on plans.
7. Chair or Chairperson has been changed to Director except under Drones which has a director and the chairperson for the activity.
8. Gazebo main section left in while the Board of Directors work on plans but removed from food and beverage in facilities.

Forward Page

For your convenience, this document contains rules from **DELETE** our Conditions, Covenants and Restrictions. (CC&R), **REPLACE** the Association governing documents and some rules from the City of Woodburn as they do at times govern the same area.

These are not a complete set of rules but are to be used for most of the general circumstances that occur at the Association.

The general rule when this happens is: The stricter rule applies. The Association has some rules that are stricter than those of the City.

For further explanation, or more detailed rulings, refer to the Senior Estates Golf and Country Club governing documents.

NEW: Our governing documents, in addition to these Rules and Regulations, include Declarations of Restrictions, Articles of Incorporation, Bylaws, Standard Operating Procedures, Enforcement Resolution, Fines Schedule, Current Fee Schedule and various approved forms and Resolutions, approved by the Board of Directors.

NEW: *Assumed Business Name (ABN) Woodburn Estates & Golf, registered January 21, 2015. In 2024 the Association will gradually change back to use of our corporate name as approved by the board of directors starting January 1, 2024.

2. USE OF FACILITIES.

2.1 Liability -The Association, its officers and employees shall not be liable for injury to persons or damage to property that is sustained by members, guests, or other persons, on the property of Association. **WAS 11.1.**

2.1-1 Members Use Facilities at Their Own Risk. Members or guests using any of the facilities at the Association, including the Golf Course, assume all risks with such use. **WAS 11.2.**

2.2 **Activities Committee.** The principal responsibility of the Activities Director is the promotion of the Association as a good place for members to live and enjoy themselves through participation in activities for senior citizens. **WAS SOP 2.2-1.**

2.2-1 The Activities Director coordinates with the New Member Director regarding new members, monitors use of recreational facilities and equipment within the Association and maintains active liaison and coordination with the House Director, Golf Director, and the Golf Professional. **WAS SOP 2.2-1.**

2.2-2 Specific duties are not limited to the following: **WAS SOP 2.2-1.**

2.2-2A Review Events. In conjunction with the Data Coordinator in the Business Office, making an annual review of annual and recurring scheduled outside activities and special events.

2.2-2B After the review a schedule should be prepared for the coming year. Contact should be made with outside organizations to ensure that certain activities and special events are not lost due to scheduling conflicts. **WAS SOP 2.2-1A.**

DELETE 2.1 Facility Schedule - The Activities Director and the business office shall authorize and schedule the use of Association facilities with the Board of Directors. **USED 2.2-1 SOP Language.**

2.2-2C The Golf Director shall have preferential use of the facilities from 3:30 PM on Memorial Day, Independence Day and Labor Day and all Mixed Golf Tournaments, approved by the Board. **WAS 2.6.**

2.2-2D Organized clubs and groups may reserve a date and time for meetings after completion and approval of the Group or Group Facility Usage Form. **WAS 2.2 REVISED.**

2.2-2E In the event of a scheduling conflict, the Activities Director shall resolve the conflict in favor of the group with the greater number of members attending the event. [4-27-2021] **WAS 2.5**

2.2-2E1 – The dining hall shall be scheduled as first priority, rather than the auditorium if it will accommodate a function. **WAS 2.9.**

2.2-2F Coffee Hour. WAS SOP 2.2-1.

Coffee hour is a regularly scheduled event that happens every Thursday at 10 a.m. in the auditorium with entertainment and information for the members.

2.2-2F-1 Coffee Hour is under the Activities Director but is usually run by a volunteer organizer.

2.2-2F-2 Volunteer organizer must complete an annual reservation of auditorium and confirm that contact information is correct.

2.2-2F-3 Volunteer Organizer shall report at least annually to the Activity Director, and more often if applicable.

2.2-2F-4 Money collected at Coffee Hour is taken to the office.

2.2-2F-5 Reimbursements are allowed for purchase of regular and usual expenses after submittal of a reimbursement request and receipt of purchase.

2.3 Use of Phrase "Open to The Public".

The phrase "Open to the Public" may be used to promote an Association event if permission is sought from and given by the Board of Directors. Permission may be on a per-event or continuing basis. **WAS 2.3.**

2.4 Dance. Saturday and Square Dance Clubs may use "Open to The Public."

DELETE: Woodburn Estates Dance and Social Club **CHANGE TO:** Dance Committee is granted permission to use the phrase "Open to the Public" to promote events at the Association. **WAS 2.4.**

2.5 Bingo.

NEW: Bingo is a regularly scheduled event that happens every Wednesday in the dining hall.

2.5-1 Guests at Bingo must meet one (1) of the following:

2.5-1A Household and Local guests, age eighteen (18), and over, as defined in the Bylaws. **WAS 2.7-1.**

2.5-1B Care givers who must accompany a disabled member. **WAS 2.7-2.**

2.6 New Member Committee. The responsibilities of the New Member committee are to foster an increased awareness and understanding of the Association by members, and to promote goodwill and understanding among members. Specific duties are not limited to the following: **WAS SOP 2.2-5.**

2.6-1 The New Member Director and committee shall welcome, in person, all new residents to the Association and explain the various opportunities for participation in club activities. **WAS SOP 2.2-5A.**

2.6-2 The New Member Director and committee shall hold regular orientation meetings (receptions) to welcome new members and enable them to meet current Board members, **WAS SOP 2.2-5B NEW:** and members of clubs, groups, and committees in the Association.

REVISED: 2.6-3 The New Member Director shall ensure that new residents are aware of deed restrictions, and that they have copies of the **DELETE:** Declaration of Restrictions, Articles of Incorporation, Bylaws, and the Rules and Regulations. **REPLACE:** governing documents, fees, and fines. **WAS SOP 2.2-5C.**

2.7 Seminars, Training Sessions & Classes. The Board of Directors may approve a commercial seminar, training session, class, forum, or service, requested by a member in *good standing* that the Board of Directors considers to be beneficial to members of the Association. **WAS SOP 2.8.**

2.8 Alcohol Rules. Member Groups and Committees WAS 2.10.

The Association has a limited-on-premises alcohol license. (ORS 471.178). The Association will uphold the rules from OLCC (Oregon Liquor and Cannabis Commission) that applies to our license. [4-27-2021].

2.8-1 Wine may be brought to club and organized events but must be *corked* (opened) by Oregon State Certified servers. [5-23-2017].

2.8-2 **ADD:** Wine and Beer must be purchased and opened on site through Country Cottage or the Golf Pro Shop, or as part of an Association event. [5-23-2017].

2.8-3 No hard liquor is allowed on the premises. [5-23-2017].

2.8-4 At least two (2) substantial food items must be served. [5-23-2017].

2.8-5 Outside Servers - Must comply with all rules under Member Groups and Committee rules above. [5-23-2017].

2.8-6 Events that bring in outside servers **MUST** provide the following to the office **BEFORE THE EVENT.** [5-23-2017].

2.8-6A Names of Servers and proof of a valid server's permit.

2.8-6B Temporary Sales License signed by the City of Woodburn.

2.8-6C A list of at least (two) (2) substantial food items that will be served, as required by OLCC rules. [6-27-2017].

3. MEMBER EVENTS

3.1 Facility Use Application.

REVISED: Members must complete a Club or Group Facility Usage Form, i.e., application form, which lists the information necessary and pay applicable fees to consider a request to use the facilities. The form is available at the office and lists the responsibilities of those requesting the use of the facilities.

3.2 Event Schedule Set-Up and Clean-Up Time Limit.

The event schedule will include a "not more than one (1) hour set-up time" immediately before the event and (one) 1 hour after the event.

3.3 Security/Cleaning Deposit. The members shall submit a security/cleaning deposit with the application form. See Fee Schedule for this security/cleaning deposit. [8-22-2023].

3.3-1 The security/cleaning deposit will be refunded if the used facility is returned to the same condition as before the event. **WAS 3.4.**

3.3-2 Members must allow up to ten (10) days to return the security cleaning deposit so that verification of the check clearing the banking institution can be done by the association office. **WAS 3.4-1.**

3.3-3 The security/cleaning deposit is subject to loss:

3.3-3A If an event is cancelled less than seventy-two (72) hours before the date of the event. [5-23-2018] **WAS 3.4-2.**

3.3-3B In the event the facility is not returned to a proper condition or vacated as scheduled. **WAS 3.4.**

3.3-4 Final Determination - The Association Office shall be the sole judge to determine if the security/cleaning deposit is to be refunded. [4-27-2021] **WAS 3.5.**

3.4 **NEW: Suspension** - Members are subject to suspension from use of the amenities, including, but not limited to reserving use of the facilities if:

3.4-1 A member is "not in good standing".

3.4-2 A member violates use of the facility rules as stated in the Association governing documents or on the application form.

3.4-2A Violations include non-attendance of member, sub-letting, and violation of the on-site alcohol rules.

3.4-3 Damage to the facilities.

3.5 NEW: Fines and charges Members are subject to additional fines and charges if the facility is left in disarray, or the facility is damaged. Labor and materials, billed at the current rate necessary to repair or clean-up may be charged to the member.

4. POLITICAL EVENTS and CANDIDATES

4.1 Political Events. Partisan political events are not permitted at the Association.

NEW: 4.3 - Elected Officials may make an appearance for an informational or Town Hall meeting under the following conditions: **WAS 4.2.**

4.3-1 Not running for Political Office. A declared candidate for an elective office may not make a political appearance at the Association. **WAS 4.3**

NEW: 4.3-2 To provide community non-partisan information beneficial to our community.

NEW: 4.3-3 As part of a non-partisan activity or coffee hour event. (example – Golf cart parade).

5. FACILITIES

5.1 House Committee - The House Director reports monthly to the Board of Directors on the operation of the clubhouse complex, including any plans for changes or expenditure. **WAS SOP 2.2-4A1 and SOP 2.2-4A2 MERGED.**

5.1-2 Maintains all physical aspects of the clubhouse complex, golf course, and RV lot including structures, parking lot, walkways, furniture, fixtures, equipment and supplies, heating, cooling, and the utilities. [2-26-2019] **WAS SOP 2.2-4B1.**

5.1-3 Coordinates with the Activities and Golf Directors on the operation and condition of the restaurant in matters that affect the structure and operating systems. **WAS SOP 2.2-4B2.**

5.1-4 Coordinates all matters affecting the clubhouse structure and operating systems through the Manager. **WAS SOP 2.2-4B3.**

5.1-5 Develops and maintains an on-going plan for major repairs and replacement of structures and equipment. **WAS SOP 2.2-4B4.**

5.1-6 Familiar with Emergency procedures and maintains an “in-house” standard operating procedure. **WAS SOP 2.2-4B5.**

5.1 Food & Beverages in Facilities. Food may be cooked in the Restaurant and Kitchen only. Food and beverage may be served in the Blue Room and Craft Room. [8-28-2018].

5.2 Groups Using Facilities:

5.2-1 Must have one (1) person that is responsible for cleanup as well as replacing chairs and tables in the proper storage area.

5.2-2 Must have one (1) person that is responsible for the lights, thermostats, windows, and doors at the end of an event.

5.3 Kitchen.

5.3-1 The refrigerator must be emptied and cleaned after use.

5.3-2 Garbage cans must be emptied into outside garbage containers, the liner replaced, and the lids replaced.

5.3-3 Stoves, ovens, and counter tops must be cleaned and emptied after use with detergent or other cleaning materials. Scouring powder shall not be used.

5.3-4 The Kitchen fan must be used when food is heated or cooked.

5.3-5 Kitchen sinks must be cleaned and wiped dry after use.

5.3-6 Used towels will not be hung to dry before being placed in containers under the sink.

5.3-7 The kitchen floor must be swept, and damp mopped.

NEW: 5.3-8 Empty dishwasher.

NEW: 5.3-9 Items in appliances and on counters may be removed and disposed of if left after an event.

5.4 Sound System. Members shall request use of the sound equipment at the office before the event.

5.5 Members Borrowing Association Equipment.

REWRITE: A member in *good standing* may borrow approved equipment from the Association for an event for a limited time when approved by a staff member.

5.6 Books and Puzzles.

REVISED: Books in the Association library and puzzles from the Puzzle Room, located near the dining hall may be borrowed without a checkout system by members. [4-27-2021].

5.7 Gazebo.

5.7-1 Instructions for operating and cleaning the grills will be obtained at the Office.

5.7-2 Garbage cans must be emptied into outside garbage containers, the liner replaced, and the lids replaced.

5.7-3 Gazebo tables and chairs shall be stacked under the roof.

5.7-4 Chairs and tables borrowed from other rooms (Dining Hall, Craft Room, etc.) shall be returned to those rooms.

5.7 Drones. Drones are only allowed on the Association common grounds with prior written approval of the Activity Director, the chairperson for each event and the Association President or Association manager.

5.7-1 Members or groups that bring drones on the common property without permission as stated in 5.7 above will be asked to take down the drone.

A second request may include a request to leave the common area.

5.7-2 Drones may be used on common grounds, as approved by the Board of Directors for professional use by the Association, under the following conditions only.

5.7-2A Trained individual(s) approved by the Association.

5.7-2B Professional company hired by the Association with liability and business insurance and an Oregon CCB number. (10-25-2016) **WAS 5.8.**

6. HEALTH CENTER.

NEW: The Health Center includes the swimming pool and exercise room. Members and associates, along with their guests are required to sign in at the area as you walk in the door.

REVISED: 6.1 Guests - Guests must be accompanied by a member or associate and are requested to pay each time a facility is used, based on the Fee Schedule. **WAS 6.2.**

6.2 Under Age 18 – **MERGED.**

6.2-1 Guests under the age of eighteen (18) are limited to the hours of 11 am to 2 pm in the Swimming pool only. **WAS 6.3-1.**

6.2-2 Guests under the age of eighteen (18) are not permitted in the spa or to use the exercise room or exercise equipment. **WAS 6.3-2.**

6.2.3 Guests Under Age Four (4) **WAS 6.4.**

Guests under the age of four (4) are not permitted in the swimming pool. **WAS 6.3 & 6.4.**

6.3 Pets. Pets are not permitted in the Health Center. **WAS 6.1.**

6.4 Dress Code for Swimming Pool. People using the swimming pool must wear bathing suits. Cut-offs or street clothes are not permitted. **WAS 6.11.**

6.5 Bathing Suits in Exercise Room.

Bathing suits are not permitted in the exercise room. **WAS 6.15.**

6.6 Prohibited Health Issues.

Persons with a communicable disease, an open sore or wound, or a bandage of any kind are not permitted to use the swimming pool. **WAS 6.6.**

6.6-1 Diapers are not permitted in the swimming pool. **WAS 6.7.**

6.7 Shower **MERGED.**

6.7-1 Members and guests must take a soapy shower before entering the swimming pool. **WAS 6.8.**

6.7-2 - Suntan lotion or oil must be removed before entering the swimming pool. **WAS 6.9.**

6.8 Lifesaving Equipment.

Lifesaving equipment is for emergency use only. **WAS 6.5.**

6.9 Lap Swimmer.

Lap swimmers have priority over casual swimmers **ADD:** in the designated area.

6.12 Prohibited Use - **MERGED SECTION.**

6.12-1 Food and beverages are not permitted in the Health Center or the swimming pool sundeck area. **WAS 6.10.**

6.12-2 Diving, running, and horseplay is not permitted in Health Center or swimming pool sundeck areas. **WAS 6.12.**

6.12-3 Toys, Inner tubes, surf boards, etc. are not permitted in the Health Center. **WAS 6.13.**

7. GAME ROOM

NEW: 7.1 Sign In - Members and associates, along with their guests shall all sign in.

NEW 7.1-1 Guests must be accompanied by a member or associate and are requested to pay, based on the Fee Schedule.

7.2 Game Tables. Clean the tables by only brushing from the head toward the rack end, and only in that direction. **WAS 7.1.**

7.2-1 Sitting on Tables - Sitting on the pool tables is prohibited. **WAS 7.2.**

7.3- Play.

7.3-1 Prohibited: Masse shots, jump shots, and shots that may damage the pool table surface are prohibited. **WAS 7.3.**

7.3-2 Time Limit. Play is limited to one (1) hour whenever there are players waiting. **WAS 7.4.**

7.3-3 Number. Play must be open to at least four (4) players per table when all the pool tables are in use. **WAS 7.5.**

7.4 Under age 18. Persons under the age of eighteen (18) are not allowed to play pool or snooker.

8. ADVERTISEMENTS and SIGNS

REVISED (MOVED for More priority) It is not the intent of the Board of Directors, nor the association to endorse any commercial product or service in our publications, use of our bulletin or reader boards or in the *News & Views*. **WAS 8.4-1 and SOP 5.2-2B.**

8.1 Bulletin Boards.

8.1-1 Members and Established groups or organizations of the Association may post ads and signs 3½ x 5", or 8 ½ x 11" on bulletin boards. Larger ads and signs, and those from non-members must be approved by the Activities Director of the Board of Directors before posting.

8.1-2 Members' ads no larger than 8 ½ x 11 must contain the member's number, be signed, and dated, and may be posted or displayed for no more than thirty (30) days. **WAS SOP 5.2-1A and 5.1-3C.**

8.2 Common Grounds.

8.2-1 Except for the "hours of operation sign" and emergency phone numbers, no sign, placard or other written or printed material may be posted on the windows, glass cases at the entrances, or doors. [4-25-17].

8.2-2 No outside signage on common area is allowed unless it is an approved sponsored event. See 8.1-1 for exception [12-8-2015].

8.2-3 The Restaurant operator will post a sign on the restaurant entrance door showing the hours the restaurant is open and may post signs that display the restaurant menus and events.

8.3 Business Solicitations and Advertising – **WAS SOP 5.2.**

8.3-1 In the Clubhouse **WAS SOP 5.2-1.**

Marketing Materials. Commercial enterprises may place business cards, pamphlets, or other promotional material on the business card rack and/or bulletin board located near the restaurant. **WAS SOP 5.2-1A.**

8.3-1A 30-Day Posting Limit. All posted material must be dated and may be displayed for a period of up to thirty (30) days on the bulletin board. **WAS SOP 5.**

8.3-1B Offensive Materials. Materials deemed to be offensive will be removed by the Activities Director or Manager. **WAS SOP 5.2.**

8.3-2 Homeowner Lots.

8.3-2A No sign or **NEW:** flag, banner, or other unnamed device, shall be posted on the property **NEW:** nor visible from the street, which **DELETE:** violates on the basis of **REPLACE:** discriminates based on race, color,

creed, religion, sex, age, and national origin, source of income, political affiliation, disability, sexual orientation, or marital status **WAS 8.3-3**.

8.3-2B Signs: No sign including political sign or other advertising device shall be erected on any Lot, Building Site, or Unit. **WAS 8.3-2A**.

Exception: One (1) sign indicating the name of the owner or occupant not larger than 6 x 24 inches. [12-13-2011] [11-23-2021] **WAS 8.3-2**.

Exception: A sign may be posted advertising the company working on a member's lot while work is in progress. The sign must be removed when the job is completed. [12-8-2015] **WAS 8.3-1**.

Exception: One (1) sign not larger than 18 x 24 inches advertising that property for sale.

Exception: One (1) sign not larger than 18 x 24 inches advertising that property for rent. **WAS 8.3-2 NEW: Rentals are allowed only under strict rules as outlined in Declarations, Article II.**

NEW: Exception: Occasional Association event signs, erected on an owner, with owner permission erected shortly before an Association event and removed immediately following the event.

8.4 Marketing Publications/Communications Committee.

8.4-1 News & Views. The Marketing Publications/Communications Committee, also known as the Marketing PC oversees the content and publication of *News & Views* (N&V) the official publication of the Association. **WAS SOP 2.2-8A.**

Articles for publication must be submitted by the deadlines given by the *News & Views* office. Articles will be printed as submitted, although spelling, or grammar may be corrected with approval of the N&V Editor or Marketing PC Director. **WAS SOP 2.2-8A.**

8.4-1A Advertisers. **News & Views.** Association advertisements can be placed in *News & Views* twice monthly. Advertisers provide the ads and decide how often they will appear. The terms for payment are due upon receipt, with late fees accruing at 1.5% per month (simple). Statements are sent out on the last day of the month for published ads. **WAS SOP 5-1-1.**

8.4-2 Phone Directory. The Association Phone directory is an annual publication following the bid process **DELETE:** as specified in the SOP **WAS SOP 2.2-8B and 5.1-2.**

8.4-2A Marketing PC is responsible for obtaining advertising to support the publication of the annual Association Phone Directory. **New** member updates, changes to telephone numbers **DELETE:** and email addresses **END OF DELETE** personnel updates, new or deleted activities will be updated and provided by the Association Office.

8.4-3 Bugle Blast. Marketing PC will oversee and coordinate the publication of announcements on the Association e-blast named Bugle Blast. The Bugle Blast is to be used for important and emergency communications to members and associates. **WAS SOP 2.2-8C.**

8.4-4 Reader Boards. The Association committees and groups provide Marketing PC information to be posted on the Reader Boards. The posts must be informative, relevant to the Association members, appropriate in content for members and the viewing public, timely, and at the conclusion of events, removed from the Reader Boards. **WAS SOP 2.2-8D.**

8.4-5 Marketing Assistance. Marketing PC will assist in the Association marketing programs by promoting and displaying content provided for the *News & Views*, Bugle Blast, Directory, Reader Boards, **NEW:** Facebook, and other media. **WAS SOP 2.2-8E.**

8.4-6 Social Media. Marketing PC will oversee and post to **NEW:** the bulletin and reader boards, approved social media. Posts are of general interest and special events. Marketing PC reserves the right to approve requested posts as to applicability for the platform. Recurring posts are not allowed. **WAS SOP 2.2-8F.**

8.4-7 Website. Marketing PC will oversee the content and maintenance of the current website. The general content of the website requires committee approval and, if required, the Board of Directors. Verification must be made to ensure items posted on the website do not violate copyright restrictions. **DELETE:** Updates to the website will be timely to ensure current and correct content is displayed. **REPLACE:** Timely updates will be made to ensure current and correct content.

8.4-8 Advertising. All advertising materials including, but not limited to, posters, banners, brochures, and flyers will be approved by the Marketing Communications/Publications Committee prior to distribution. The approved Association logo, where possible, must be on the advertising material. **WAS SOP 2.2-8H.**

8.4-8A The Association reserves the right to publish or not publish an advertisement at our discretion. Articles or advertisements of any form that are deemed to be in poor taste or offensive in the opinion of the editor of the *News & Views*, the editor of the Phone Directory, or the Board member having oversight of publications will not be accepted for publication. **WAS 8.4-2.**

~~8.4-8B~~ Commercial enterprises which have, through their business practices, attained an unsavory reputation will not, at the discretion of the editor of either publication or the Board member responsible for publications, be allowed to advertise. **WAS SOP 5.1-3.**

8.4-8C Oregon Construction Law (OR 70) requires anyone who works for compensation in any construction activity involving improvements to real property needs license from the Oregon Construction Contractors Board (CCB). This includes, but is not limited to roofing, siding, painting, carpentry, floor covering, concrete, heating, and air conditioning, electrical, plumbing, tree servicing, repair of attached appliances, land development, home inspection and most other construction and repair services. [6-27-2017] For more information call Oregon Contractors Board at (503) 378-4621. **WAS 8.4-3.**

NEW: 8.4-8D Oregon Landscape Contractors Law (OR 671) – For more information on what is allowed with and without a Landscape license contact the Oregon Landscape Contractors Board (LCB) at (503) 967-6291.

8.4-8E Association Restaurant advertisements in the *News & Views*, the Phone Directory and on the Digital Screens will be free of charge. The restaurant is the Association operating department leased to a manager for the convenience and enjoyment of the residents of the Association and is maintained in keeping with the Articles of Incorporation. **WAS 8.4-4.**

DELETE 9.1 – Lifetime Golf

~~Lifetime privileges commencing the year of the member's 90th birthday provided:~~

~~Members (Owners) and Associates are entitled to free lifetime golf privileges, commencing on January 1st of their 90th birthday upon request. [2-11-14] [11-23-21]~~

~~9.3-1 Annual Golf membership must be paid in full three (3) years prior to birthday. [1/27/2015]~~

~~9.3-2 Member must be in *good standing*. [1/27/2015]~~

~~9.3-3 Golf cart sticker fees must be paid each year. [1/27/2015]~~

~~9.3-4 This motion is retroactive to January 1, 2020.~~

~~9.3-5 Second golfer discount, if allowed by the association, in the household does not apply, unless the second golfer has attained age ninety (90) and qualifies under the conditions above. [2-25-20] **END OF DELETE.**~~

9 Referral Rewards [4-27-2021] **WAS 9.2.**

NEW: The Association will provide gift certificates for referrals under the following conditions:

9.1 Must be a current homeowner or associate member in *good standing* giving a referral to a new paid associate membership.

9.2 Member to receive a ten percent (10%) gift certificate to Country Cottage or the Association Golf Pro Shop, based on the total fees paid by the new associate member to the Association.

9.3 Current homeowner or associate member is not limited to the number of referrals that become associate members.

DELETE: 9.1-4 Program to be reviewed in December each year, as part of the budget process, to keep program active the following year, beginning January 1 each forward year. **END OF DELETE.**

REPLACE 9.-4 - The Referral program will continue as written unless revoked during the annual budget process for the following year.

10. RENTERS

10.1 Age Requirement. A renter must be fifty-five (55) years of age or older **NEW:** and registered at the office by the owner member or **ADD:** designated agent.

10.2 Memorandum of Understanding. The owner member or **DELETE** his **REPLACE** designated agent shall cause the renter to complete a *Memorandum of Understanding* for qualifying inherited rental properties and submit it for approval by the Board of Directors before granting occupancy rights to the Renter. [4-25-2021].

10.3 Use of Facilities. Renters must become Associates to use the Association facilities. The fifty (50) year minimum associate age rule does not apply to renters, as renters must be age fifty-five (55) and above to qualify as renters. [4-25-2017].

10.4 Room. The homeowner of the property must also reside in the home where the room is rented. [4-27-2021].

11. VEHICLES - WAS SECTION 12.

For the purposes of this section a vehicle is defined as a licensed **ADD:** and Department of Motor Vehicles (DMV) registered street legal and motorized passenger car or pick-up, intended to carry the owner of the vehicle and passengers as designed by the manufacturer. [4-25-2017].

DELETE: The vehicle may include a motorcycle. [4-25-2017] **WAS 12-A.**

DELETE: The vehicle must be operable. [4-25-2017] **WAS 12-B.**

REPLACE: Included vehicles may also be a motorcycle or trike. All vehicles must be operable with vehicle stickers properly displayed.

11.1 On Street Parking. On Street Parking: Street parking in the Association comes under the **DELETE:** jurisdiction **REPLACE:** authority of the City of Woodburn and any assumed violations are to be reported to the Woodburn Police. **WAS 12.1.**

11.2 **NEW:** The vehicle shall not be used as a storage unit.

11.3 Parking. Parking is prohibited on lawns, sidewalks, or unpaved parking surfaces. Consideration may be given to paving blocks with prior completion of an Architectural Review Form, and approval of the Architectural Committee. [4-25-2017] **WAS 12.2-1.**

11.4 Temporary Parking. A unit, with or without motor power, which is designated for recreational purposes and/or human occupancy for recreational, work or emergency purposes may be stored temporarily on the lot.

11.4-1 The unit may not be parked or stored in the driveway, or anywhere on a member's lot, exclusive of the garage, longer than 72 hours. **Was part of 12.2-1.**

11.4-2 – A unit includes but is not limited to a converted van, camping trailer, motor home, travel trailer, utility trailer, truck camper, tow-dolly, watercraft, **WAS 12.2-1 ADD:** a commercial vehicle with or without trailer and with or without a Logo.

11.5 Day Parking Permits. Travel agencies or other organizations must fill out an Extended Day Parking Permit form at the office so that the Association will have notice of Day-only parking. The form must be completed with the date and time of the event by the contact company. The Activities Director will review the annual approved Association schedules to confirm there are no conflicts with Association activities in conjunction with other board chairs, as is appropriate (e.g., Golf Director) **ADD:** and the business office.

11.5-1 No Overnight Parking will be permitted.

11.5-2 If there is a conflict with an Association event, the DAY Permit will be denied, including pick-up and drop-off due to possible congestion issues. **DELETE:** The company/individual must find an off-site parking area in that situation. **WAS SOP 3.**

12. Portable on Demand Storage.

Portable on Demand Storage (PODS) or trash containers may not be parked or stored on a member's lot for longer than 72 hours without permission of the Association. Vehicles, PODS, or trash containers that may pose a safety hazard to adjacent driveways or streets may not be parked in the street, driveway or anywhere on a member's lot. [Vehicles 12-31-2011] **WAS 12.2-2.**

13. RECREATIONAL VEHICLE (RV) LOT.

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. [11-28-2023] **WAS 13.10-3 and SOP 2.2-7.**

13.1 RV Lot Committee - The RV Lot Committee Director will be responsible for Board oversight in the management of the RV Lot including:

13.1-1 Maintaining a list of current owner registration of stored property, with ability to move property in case of an emergency. **WAS SOP 2.2-7A.**

13.1-2 Establishing guidelines for how, when, and by whom the RV Lot is to be used and for making recommendations pertaining to fees and usage of the RV Lot including storage units. **WAS SOP 2.2-7 - 2.2-7B – 2.2-7C – MERGED.**

13.1-3 Responsible for the security and monitoring of the RV Lot and recommendations for improvement or changes. **WAS SOP 2.2-7D.**

13.1-4 Familiar with Emergency procedures and maintains an “in-house” standard operating procedure. **WAS SOP 2.2-7E.**

13.2 Renting Space. Only homeowner members, family of homeowner, and associates may obtain lot space or storage unit space on an annual basis with priority to homeowner, then family of member and finally, associate. **WAS 13.1.**

DELETE: Associates may also obtain RV lot space and or storage unit space for their own unit(s) on space availability. [associates 3-23-2021] [11-28-2023] **WAS 13.1-REDUNDANT.**

13.3 Owner Responsibility.

13.3-1 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. It is up to the owner to provide their own insurance to cover such loss or damage. [11-28-2023] **WAS 13.10-1, 13.11 and 13.4 – MERGED.**

13.3-2 DMV registration – the owner must check for possible DMV registration. **WAS 13-D.**

13.3-3 **DELETE:** It is advisable that the owner has **REPLACE:** The owner must have 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] **WAS 13.1-3.**

13.3-4 RV 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. [11-28-2023] **WAS 13.1-4.**

13.3-5 Security Key Card. Do not allow another member to enter or leave the RV Lot on your recorded entry. **WAS 13.7.**

13.3-6 Pets must be on a leash when in the RV Lot. **WAS 13.13.**

13.3-7 Children are to be supervised and are not allowed to roam or play in the RV Lot. **WAS 13.14.**

13.4 Allowed RV Lot vehicles: **WAS 13-A-G.**

13-4-1 RV or Motorhome, 5th Wheel, Travel Trailer. [11-28-23].

13-4-2 Pickup Camper, personal use and off-road vehicle and trailer.

13-4-3 Watercraft and Trailer.

13-4-4 Automobiles and Pick-up Trucks.

13-4-5 Personal Storage Trailers. [5-25-2021]

13-4-6 Auxiliary towing dollies. [8-22-2023].

DELETE: 13.15-3 Auxiliary towing dollies are allowed. [10-22-2009] **REDUNDANT.**

13.5 Moveable. The unit(s) stored **DELETE:** must be moveable and **END OF DELETE** 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. **WAS 13.1-2.**

DELETE: Moveable, as defined in this section, means that the owner, or designated party can drive down and drive away, reload, or hook up and move their unit, as required by the Association. [10-24-2017] **WAS 13.1-2 REDUNDANT.**

13.5-1 The Unit must be moveable by the owner or designated party, 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. **COMBINED 13.2-2 and 13.15-2.**

13.6 Rent Fees and Agreement. All lot sizes and storage unit sizes are defined in the Fee Schedule. [11-28-2023] **WAS 13.1-1.**

13.7 Lot Space and Storage Unit Agreement **WAS 13.2.**

NEW: 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.

13.7-1 The prorated RV Lot fee will be for the first-time RV Lot rental by a member, member family member or associate only, not the first time with that vehicle or the first time in that lot space. [11-28-2023] **WAS 13.2-1.**

13.7-2 The 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. [11-28-2023] **WAS 13.2-2.**

13.8 Deny Access and/or Terminate a Space Agreement. The Association reserves the right to deny access and/or terminate a space agreement. This is in addition to other actions that may be taken for violation of **DELETE:** Rules and Regulations. **REPLACE:** with governing documents. **WAS 13.3.**

13.9 Clean-Up Fee. The clean-up charges effective 1-1-2021 **DELETE:** going forward **END OF DELETE** will be treated as a fee. There will be a clean-up fee for the space obtained. [3-2-2021] **WAS 13.4.**

13.9-1 **REWRITE:** Exemption: The refund of clean-up deposits of \$50 that were paid by RV Lot storage Homeowners prior to 1-1-2021 will be refunded when the space is clear of any debris or hazardous material. **WAS 13.4.**

NEW: 13-9-1A For qualifying homeowners under 13.4-2, this exemption does not apply if they return to rent.

13.10 Termination. 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 agreement, their access will be denied. **WAS 13.6 and 13.9 - REWRITTEN.**

13.10-1 All costs associated with cleanup, including hazardous materials or environmental clean-up costs will be the responsibility of the member. **WAS 13.4 and 13.6.**

ADD: 13.10-2 The renter will be invoiced for disposal, cleanup, and labor that the Association must incur if the renter does not leave the rented space clean.

DELETE: 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] [11-28-2023] **WAS 13.9 REDUNDANT.**

13.11 Placement.

13.11-1 Member or Associate will be responsible for orderly appearance of the obtained space and their unit(s). Upon notification of violation(s), no more than thirty (30) days will be allowed for correction(s). **WAS 13.5.**

13.11-2 Centered in Space. RV unit(s) must be parked centered side to side in RV Lot space and nothing may be stored within four (4) feet of the fence. **WAS 13.8.**

13.11-3 Unit May Be Covered but not Anchored to the Ground or Fence.

Canvas may cover the unit(s) but must be secured to the unit(s), not anchored to the ground or fence. Individual tire covers are allowed for the protection of the unit(s). No self-supporting structure will be permitted. **WAS 13.12.**

13.12 Prohibitions.

13.12-1 - Toxic or hazardous chemical, flammable, corrosive, or explosive materials. **WAS 13.10-2.**

13.12-2 - No major mechanical or major body work may be done on stored vehicles in the RV Lot at any time. Due to hazardous material rules engine and transmission oil changes are considered major work. Tires must be kept inflated due to safety reasons and all stored vehicles must always be moveable. [5-25-2021] **WAS 13.-15-4.**

13.13 Violations and Complaints. All perceived violations and complaints are to be immediately reported to the office in writing **WAS 13.15 NEW:** or on the approved Complaint Form and submit it to the Rules Director.

15. PROPERTY.

NEW: Property in this section is the property of the owner.

NEW: City in this section is the City of Woodburn, Oregon.

NEW: Lot in this section means a platted or partitioned lot within Senior Estates Golf and Country Club so designated in any declaration annexing the property to Senior Estates Golf and Country Club, but not including any Common Area now or hereafter owned by the Association. For further information, refer to Declaration of Restrictions (September 1, 1999).

15.1 Architectural Review Committee. The Architectural Review Committee Director has authority over all matters pertaining to deed restrictions, including changes to home/garage exterior or property landscaping.

WAS SOP 2.2-2.

15.1-1 Architectural Review Requests. Once work on a project approved by the Architectural Review Committee is complete, a re-inspection will be performed to ensure the work conforms to the original plan.

WAS SOP 2.2-1A.

NEW: 15.1-1A Copies of the application, approval or denial, and re-inspection will be placed in the Lot File as a permanent record.

15.1-2 Compliance Certification Requests. Prior to closure of home sales, a Compliance Certification inspection must ensure the property and existing structure follow current governing documents of the Association. **WAS SOP 2.2-B.**

15.1-2A If non-compliant issues are found, they will be reported to the property owner or agent for resolution. Once the issues are resolved, closure of the sale may proceed. **WAS 15.6-3 and SOP 2.2-1B Merged and Rewrite. WAS 2.2-1B.**

REVISÉD: 15.1-3 Transfer of Title. A property that does not fully comply with the governing documents of the Association must be changed to comply with those documents before a Certificate of Compliance is issued for the transfer of title. **WAS 15.6-3.**

15.1-4 Guidance. This Committee is guided by the provisions of the current governing documents of the Association and local City Ordinances. Questions concerning interpretation of Association governing documents will be resolved at the level of the Board of Directors. Questions pertaining to City Ordinances will be resolved at the City Building, Planning, or Public Works Departments. **WAS SOP 2.2-1C.**

15.1-5 Committee Meetings. The Architectural Review Committee meets as needed to assign inspections to committee members, discuss questions brought before the committee, and to identify areas that should be referred to specific City departments for clarification. Results of assigned inspections are normally available within ten (10) days of receipt in the office. Committee members will visit the property to perform their inspections and if access to required areas is not available (e.g., the owner is not at home), completion of the inspection might be delayed. **WAS SOP 2.2-1D.**

15.2 Owner Responsibility. **NEW: 15.2-1** Owners are responsible for maintaining the dwelling house, garage, fence, wall, hard services, such as sidewalks and add-ons, such as a deck, or any unnamed structural changes to the lot.

15.2-2 Failure to maintain the exterior of dwelling and/or garage, including siding, roof, windows, and paint may incur fines, as detailed in the Fine Schedule. **WAS 15.6-1 (expanded).**

NEW: 15.2-3 The owner is responsible for obtaining prior approval before changes are made to structures as listed in 15.2-1. For further information, refer to the Declaration of Restrictions. The owner shall:

15.2-3A Complete Architectural Review Request form and submit to the office for prior approval or work to be performed at your home. Forms are available on the Senior Estates Golf and Country Club website or at the main office. **REVISÉD – Section 15.1.**

15.2-3B Must obtain any necessary building or mechanical permits from the city. **WAS 15.1-2.**

15.2-3C Must obtain any necessary electrical or plumbing permits from Marion County. **WAS 15.1-3.**

15.2-3D Project shall be pursued with reasonable diligence from the time of commencement until fully completed. **WAS 15.1-4.**

NEW: 15.2-3E Notify Architectural Review Committee that job is ready for re-inspection upon completion or a change in plan.

NEW: 15.2-3F All building materials associated with the project shall be cleaned up after the project is completed.

15.3 Exterior (**SECTION REORGANIZED**).

15.3-1 Exterior building materials and colors must be consistent with exterior building materials and colors presently within the Association. **WAS 15.1-5 and 15.1-6.**

15.3-2 Exterior building products new to the construction market must be approved by Architectural Review Committee before installation within the Association. A roof other than Hip or Gable design is not permitted **WAS 15.1-7 and 15.1-10.**



15.3-3 Roof Styles not allowed: Plain concrete, corrugated metal, plywood, press board, **ADD:** shakes or tile. **WAS 15.1-10.**

15.3-4 Add-Ons. A patio, patio cover, deck roof or additional construction may not be built in a setback area. A deck is an outdoor area raised above grade level with standard wood or wood composite construction; it is part of the house. A patio is an outdoor living area at grade level constructed of any paving materials. **WAS 15.1-8.**

15.4 Driveways. Lots are limited to one (1) driveway. A golf cart or wheelchair access, not to exceed forty-eight (48) inches in width with curb cut is allowed on corner lots. [12-13-2011] **WAS 15.2.**

15.5 Hedges, Fences and Walls **WAS 15.4.**

15.5-1 No hedge, fence, wall, or similar structure shall be permitted, unless written plans and specifications have been approved in writing, by the Architectural Review committee. The City of Woodburn requires review and a fence permit before a fence is built.

15.5-2 Hedges (barrier) are restricted to a maximum of seven (7) feet.

15.5-3 Shrubbery are restricted to a maximum of six (6) feet.

15.5-4 Fences and Walls are restricted to a maximum of six (6) feet behind the setback lines of the property; all measurements are to be made from curb height.

15.5-5 Hedges (barrier), Fences, and Walls must not extend beyond the street setback line of the house.

15.5-6 The curb is not the property line. Most property lines are 7 – 15 feet inside the curb line.

15.5-7 Fences and/or Walls on the Property line, (see city diagram) starting at the curb will not exceed:

15.6-7A - 3.5 feet in height for the first six (6) feet.

15.6-7B - 4.5 feet in height for the next six (6) feet.

15.6-7C - 5.5 feet in height for the next six (6) feet.

15.6-7D - 6.5 feet in height for the next six (6) feet.

15.6-7E - then not to exceed seven (7) feet to back property line.

15.5-8 EXCEPTIONS to Hedges, Fences, and Walls:

Hedges (barrier), Fences and Walls defining the perimeter of the Association may be a maximum of seven (7) feet above the curb line.

Hedges (barrier), Fences, and Walls are permitted on lots that abut side streets to the vision clearance area to the front setback line.

Hedges (barrier) at the house line shall not exceed six (6) feet (72 inches).

Decorative lattice, rail, or picket fences:

15.5-8A Defining a landscape feature not to exceed twenty-four (24) inches in height.

15.5-8B In front and side yards within the Vision clearance area not to exceed forty-two (42) inches in height.

15.5-8C In front yard outside the Vision clearance area not to exceed forty-two (42) inches in height.

15.5-8D Golf Course Homes - Rear property lines of lots that abut the golf course are limited to a four (4) foot high unobstructed, open style fence.

NEW: 15.5-8E Houses on the golf course – For further information, refer to Declaration of Restrictions.

15.6 Landscape **WAS 15.3.**

15.6-1 Owners are responsible for maintaining their yards and lawn free of weeds and in a neat and orderly manner. [12-13-2011].

15.6-2 Owners are responsible for all sides of their shrubbery and foliage to ensure that it does not invade their dwelling, garage, and their neighbor's property. For further information, refer to Declaration of Restrictions. [6-28-2022].

15.6-3 Clothes lines must be fully screened from the golf course, street and neighbor's front and side view.

15.7 Trees **WAS Section 15.5.**

15.7-1 City Easement - City permission is required to plant, cut, or remove a tree in the city easement portion of a lot. Trees planted in the city easement portion of a lot become the property of the city and the property owner is responsible for its care.

15.7-2 Tree Maintenance - With the exception of normal tree maintenance, members may not top, intentionally damage, cut, carve, transplant, or remove any private tree, common grounds tree, or street tree, nor attach or place any rope or wire (except to support the tree itself), sign, poster, handbill, or other thing to it, without approval of the Association's Architectural Review Committee, unless specifically authorized in writing by the City of Woodburn Public Works Director.

15.7-3 Trees in rear lots of those member's properties that abut the golf course (Section No.3, Block 31; Section No.5, Block 44; Section No.6, Block 56, and Lots 1 through 16 of Block 59 and Section No.7, Blocks 65, 66, 67, 72 and 73) shall be trimmed to offer unobstructed and open view of golf course. [12-13-2011] **WAS 15.5-4.**

15.7-4 Dead trees and shrubs shall be removed from the property, including the stump.

15.7-4A All tree stumps shall be removed below the surface of the ground. **WAS 15.5-3.**

NEW: 15.7-4B For more information contact the City of Woodburn Planning Division.

15.8 Lot Structure (Dwelling)

15.8-1 Dwellings. See City Building Division

Any lot structure(s) shall not occupy more than 40% of the total area of a lot. **WAS 15.-6-2.**

15.9 City of Woodburn Vision Clearance



This diagram is a city guide, outlining the development standards and other considerations for constructing a fence or free-standing wall on private property. Fencing and wall zoning regulations may be found at the City of Woodburn website or call the city.

15.10 Accessory Storage Units/Cabinet **WAS Section 15.8.**

This section refers to an accessory storage unit only, and not a shed.

15.10-1 Storage units/cabinets no larger than two hundred (200) cubic feet with Architectural Review Committee approval may be installed against the side or rear of the house. (Example 7' wide x 7' high x 4' deep).

15.10-2 Prior to installation color, materials, and placement must be approved by the Architectural Review Committee.

15.10-3 If you have an existing storage unit and it meets the above criteria it will be approved by submitting an Architectural Request Form to the Architectural Review Committee.

15.10-4 For one (1) attached to the house it must meet all the criteria of the City of Woodburn Planning Department and the Architectural Review Committee.

15.11 **REVISED:** Over the Air Reception **-WAS Section 16.1 & 16.2** antenna.

15.11-1 Over-the-air reception devices (OTARD) is allowed under Federal Communication Commission (FCC) rule as follows:

15.11-2 Property owners or tenants may install, maintain, or use an antenna to receive video programming from direct broadcast satellites, broadband radio services, and television broadcast stations in areas within the owner's or tenant's exclusive use.

15.11-3 The OTARD rule also applies to certain customer antennas that receive and transmit fixed wireless signals.

15.11-4 Antennas shall be installed in such a manner to be visually non-offensive, **NEW:** as much as possible, consistent with good signal reception. **WAS 16.6**

15.12 Ham Radio Towers **WAS 16.4.**

15.12-1 Free-standing or guyed Ham radio or communications towers are not allowed.

15.12-2 Inverted "V" Ham antenna.

Inverted "V" Ham antennas with a maximum height of thirty-five feet above ground level are allowed.

15.12-3 Verticals or trapped verticals maximum height.

Verticals or trapped verticals such as 4BTV with a maximum height of thirty-five (35) feet above ground level are allowed. **WAS 16.5.**

NEW: 15.13 – Light Trespass. Light trespass is under the authority of the City of Woodburn – City Ordinance 2338 Please call the non-emergency phone number (503) 982-2345 or visit www.woodburn-or.gov/ordinances.

NEW: 15.14 Noise Trespass. Noise trespass is under the authority of the City of Woodburn – City Ordinance 2312 Please call the non-emergency phone number (503) 982-2345 or visit www.woodburn-or.gov/ordinances.

NEW: 15.14-1 Noise, as defined by the City of Woodburn "unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Please call the non-emergency phone number (503) 982-2345 or visit www.woodburn-or.gov/ordinances.

NEW: 15.15 Video Camera Surveillance. It is understood and reasonable that homeowners may use security cameras on their property.

NEW: 15.15-1 Quiet Enjoyment – Owners must not point their cameras at their neighbors' windows, backyards, or any other areas where *privacy is expected* nor interfere with another owner's quiet enjoyment of their home and property. For further information, refer to Declaration of Restrictions.

16 REFUSE CONTAINERS WAS 15.7

NEW: 16.1 Refuse Containers include Recyclable Items, Perishable Garbage, Yard Debris or compost, or Glass recycling or any member provided container used for regular pickup.

16.2 Shall be removed before it becomes offensive and shall not accumulate on or about the residence.

16.2-1A When not being emptied or filled, containers shall be closed.

16.2-1B The containers shall have no overflow issues.

16.2-1C After container pick-up, all containers must be out of the city right-of-way within 24 hours after collection and placed flat against the side or back of the dwelling. **NEW:** (i.e., not side by side at corner of house).

16.2-1D Exception –Members who have specially marked disabled containers from the local collector may store those containers in front of the garage. [6-27-2017].

16.2-1E Exception may be denied by the Association if the member stops collection or has overflow issues.

NEW: 16.3 – Uncontained Garbage – Uncontained items listed in 16.1 stored around the owner's home or lot may be subject to fines if left to accumulate or if the smell is such that it attracts vermin or creates a smell that is offensive.

17. PETS

17.1 No Raising Animals. No animals, reptiles, livestock, or poultry, of any kind shall be raised, bred, or kept or permitted, excepting domestic dogs, cats, fish, and pet birds. None of the mentioned animals shall be raised as a business. [12-8-2015]

17.2 All Dogs and Cats on Leashes. All dogs and cats, when outside their owners' property boundaries, must be restrained by leashes. Owners are responsible for ensuring that their pets do not disturb the peace and comfort of any residents, and for cleaning up all droppings made by the animals.

18. INCIDENTAL BUSINESS

18.1 Incidental Business Permitted Under the Following Conditions. Incidental business activity in a home or "home office" is permitted under the following conditions:

18.1-1 The home must be the place of residence of the member conducting the business activity and may not be construed to prevent or prohibit an Owner from:

Maintaining the owner's professional personal library.

Maintaining the records of the owner's business.

Handling of personal and business professional phone calls.

Occasionally conferring with business or professional associates, clients, or customers. [12-8-2015].

18.1-2 There may be no employees or other persons engaged in the business activity, other than the residents of the home.

18.1-3 There may be no signs advertising or identifying the business activity.

18.1-4 Business activity, including storage of goods and materials, shall be indoors.

18.1-5 There may be no noise or lights, caused by the business activity, discernible outside the home.

18.1-6 The "home office" must comply with local ordinances and regulations, including city licenses, if applicable. If complaints arise, the owner shall present upon request a copy of the license to the Association board or board representative.

18.1-7 The "business" must not interfere with neighbors' quiet enjoyment of their homes.

19. ENFORCEMENT OF RULES.

19.1 Rules Committee Director - The Rules Director should have an understanding of and is the principal Board member in the matter of formulating or revising the various Association **DELETE:** rules, regulations, enforcement resolutions, and standard operating procedures. **REPLACE:** governing documents, fees, and fines. [6-28-2022] **MERGED 19.1 and SOP 2.2-6 and 2.2-6A.**

19.2 Rules. The Chairperson should ensure that those documents are kept up to date and will coordinate efforts in enforcing the various rules expressed in the governing documents, fees, and fines. **MERGED 19.2 – 19.3 and SOP 2.2-6B.**

19.3 Enforcement. To enforce the provisions of the corporation's governing documents, the Rules Director will establish a system for processing notices of alleged violations (from written complaints by members). **WAS SOP 2.2-6C1.**

NEW: 19.4 Enforcement Resolution. The Enforcement Resolution document explains the violation procedures to be followed and the method of fines. **WAS SOP 2.2-6C2.**

19.5 In those times that the committee feels there is a danger to members of the committee, personal visits **DELETE:** as outlined in the Standard Operating Procedures **END OF DELETE** may be skipped, with a letter, regular and certified, being the first step. **WAS 19.3.2 and SOP 2.2-6C3.**

NEW: 19.6 There may be times that Rules violations are outside the scope of our authority, and members may be referred to the police, City of Woodburn, or the appropriate agency.

20. AMENDING the RULES & REGULATIONS.

DELETE: **20.1 Amendments** These Rules and Regulations may be amended by the Board of Directors at any regular meeting of the board, provided the amendment was proposed at the previous regular meeting and discussed, and was posted on the bulletin board in the entrance hall by the office during the period between the two (2) meetings. **END OF DELETION.**

REPLACE: 20.1 These rules may be amended by the Board of Directors at any regular meeting of the Board, provided the amendment was proposed at the previous regular meeting and printed in the Association newspaper (N&V), was posted on the Association bulletin (near the puzzle room) at least ten (10) days prior to next Regular Board meeting. At the second meeting, the posted amendment shall be discussed and voted on by the Board of Directors.

20.2 All amendments to these rules must be dated and signed by the President, Secretary, and Rules Director.

20.3 Rule Changes: The Rules Director is the principal Board member when revising the various Association governing documents. All changes or additions must be reviewed by the rules committee for consultation before it is brought to the Board of Directors by the Rules Director for a vote.

20.4 Rules Archive: The word document, the PDF of signatures, and only the PDF "on file" with no signature is made available to the members on the Association website. All three (3) documents are archived at the Association office.

21. CERTIFY the RULES & REGULATIONS.

We certify that that these Rules and Regulations were adopted in accordance with the **DELETE:** Covenants, Conditions and Restrictions (CC&Rs) **REPLACE:** governing documents of the Association including these Rules and Regulations.