



# POLICY and PROCEDURE

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Board Approval Date	11/02/2019
Original P&P Date	03/25/2005

## USE FEE MEMBER PROGRAM

### PURPOSE

To define the Pinebrook Facility Use Fee Program for a limited number of property owners outside of Pinebrook that allows a fee based facilities usage and activities participation in Pinebrook. The current number of UFM's is 26. The Board can increase/decrease the number or eliminate the program all together.

### POLICY

The Facilities Use Fee Program will be administered in accordance with this document.

### REFERENCE

None

### FORMS

29-1 Use Fee Program CC&Rs and Contract

29-2 Hold Harmless Contract

### PROCEDURE

#### 1. Participant Definition

- A. Property owners outside of the Pinebrook subdivision, whose property is not part of another HOA that has recreational/social facilities, who wish to pay an annual usage fee for purposes of facility usage and activities participation.
  - 1) First right of refusal to join is for those property owners who have property joining Pinebrook subdivision property (approximately 10).
  - 2) Second is a first come, first serve basis for joining.
  - 3) A waiting list will be maintained. Participation is on a calendar year annual basis and is renewable each year.
- B. Participants are not members of the Pinebrook Home Owners Association. They cannot vote in homeowner elections.
- C. Participants cannot serve on the Pinebrook Board (welcome to serve on committees). Membership in the program cannot be transferred.
- D. The Use Fee Program is for property owners and their guests only. Short-term (Realtor Rentals, Airbnb, VRBO, etc.) or Long-term renters are not eligible for the program and cannot use Pinebrook facilities.
- E. Must abide by the "Use Fee Program" CC&Rs (Conditions, Covenants & Restrictions). Failure to comply with the CC&R rules by the program member and / or their guests will result in cancellation of the membership and all usage / participation privileges.



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2. Facility Use Fee Program Cost
  - A. The cost will be established by the Board of Directors annually. Just like Pinebrook property owners, it is expected that use fee participants will volunteer for work parties, and help with organization events. No special assessments will be levied against use fee program participants.
3. Restrictions:
  - A. Usage is limited to the owners of the property and their immediate family and guests who are staying at the owner's house / cabin or are accompanied by the owner to the facilities and activities.
4. Facilities and Benefits Available to Use Fee Program Members
  - A. Lake, beach, BBQ / picnic, baseball field, basketball court, volleyball court, bocce ball, disk golf, horseshoes, playgrounds, RV spots, & Town Hall.
  - B. Participation in all activities (parties, BBQs, fishing derby, beach games, etc;)
  - C. Receipt of Newsletters.
5. Master List of Facility Use Fee Program Members of PB HOA
  - A. Maintain a master list file of all Use Fee Members. The member name, property address in Arnold, mailing address, Arnold phone number and contact phone number is to be included. Include a note if they have property that connects to existing Pinebrook subdivision property.
  - B. Enter the Use Fee Members in the Pinebrook database utilizing the 900 series of lot numbers. Use a special flag that identifies these members, yet allows them to be included in data sorts, printing, "phone book" inclusion and "Newsletter" mailings.
  - C. Enter the Use Fee Members in Quick Books for annual fee billing in November of each year (for the following calendar year) through Quick Books.
6. Waiting List of Potential Facility Use Fee Members of PB HOA
  - A. Maintain a waiting list sheet with the same information as above for each entry along with the date they went onto the waiting list.
  - B. Anyone with property (not in any subdivision) connecting to Pinebrook subdivision property has first priority in the waiting list, so use a flag to indicate these folks on the waiting list.
7. Master Paper File for Facility Use Fee Program Members of PB HOA
  - A. Maintain a master paper folder file that includes the CC&R signed contract and the Hold Harmless signed contract for each of the Use Fee Members.
  - B. Include all communications to and from the Use Fee Members.

#### SUMMARY OF CHANGE FROM PREVIOUS ISSUE

Changed 1.D to exclude "short-term" renters from the Use Fee Member Program and use of Pinebrook facilities.



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## USE FEE MEMBER CC&R'S & CONTRACT

### Purpose

This document describes the Conditions, Covenants & Restrictions (CC&Rs) that apply to Use Fee Program Membership in the Pinebrook HOA. Acceptance of Use Fee Program Membership requires payment of the specified annual fee, signing of the CC&R contract and signing of the "Hold Harmless Agreement".

#### 1. Eligible Use Fee Program Members (Number of Members Are Limited)

- A. First priority will be given to property owners whose non-subdivision property is connected to existing Pinebrook Subdivision property. They will also have first priority on the Use Fee Program Membership waiting list.
- B. Second priority will be given to any property owners whose property does not belong to a HOA in the greater Arnold area.
- C. Property Owners from HOA's with no facilities can join as third priority.

#### 2. Fees And Suspension of Use Fee Program Membership

- A. Membership is annual and is renewable each year.
- B. Program Members will not be levied any special project assessments that might be requested of the Pinebrook property owners.
- C. Failure to pay the fee by December 31st will result in suspension of membership.
- D. Suspension of membership can also occur due to non-conformance with this CC&R and Pinebrook Policy and Procedures 3, 17, & 18 by the participating member, their family members, and / or their guests. The Pinebrook Board will vote on suspension in these situations with an appeal process supported for the Use Fee Program Member.
- E. The Pinebrook Board reserves the right to drop the Facility Use Fee Program at anytime. Existing program members will be allowed to complete the annual participation program or they will be refunded a pro-rated amount of fees.

#### 3. Facility Use Fee Program Membership Privileges

- A. Allows usage of the private Pinebrook Facilities in accordance with posted rules and in compliance with Pinebrook Policy and Procedures:
  - 1) Policy and Procedure 3: Use of Pinebrook Town Hall and Common Areas
  - 2) Policy and Procedure 17: Pinebrook Dog Regulations
  - 3) Policy and Procedure 18: Use of Pinebrook Lake, Beaches, Docks, and Playground Areas.
  - 4) Policy and Procedure 29, Form 29-1, this CC&R and Contract Document
- B. Facilities: (anyone under 12 years must have an older guardian with them)
  - 1) Lake and docks for swimming and fishing - (note, no lifeguard services)
  - 2) Beaches with playground and accessible restroom facilities
  - 3) Beach picnic / BBQ area
  - 4) RV sites overlooking the lake with a nominal fee usage charge



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- 5) Baseball field, Sand Volleyball Court, Basketball Court, Horseshoe Pits. Bocce Ball Court and Disc Golf Course.
  - 6) Town Hall for events (one free usage per year)
  - 7) Large BBQ / picnic area near Town Hall and creek
4. **Activities Participation**
- A. Regular Potlucks and BBQs and Parties (5 to 6 per year)
  - B. Fishing Derby: usually 2 per year and Beach Games for kids: usually 2 per year
  - C. Work Parties, Card Nights, Women's Groups, serve on Activity Committees
  - D. 4<sup>th</sup> of July Parade, Fireworks, Games, BBQ
5. **Newsletter**
- A. Notification of events and "What's Happening"
6. **Restrictions**
- A. Cannot vote in homeowners' elections nor serve on the Pinebrook Board
  - B. Membership cannot be transferred.
  - C. The Use Fee Program is for property owners and their guests only. Short-term (Realtor Rentals, Airbnb, VRBO, etc.) or Long-term renters are not eligible for the program and cannot use Pinebrook facilities.
  - D. In accordance with Policy and Procedure 17, no pets are allowed to be in the Common Areas of Pinebrook facilities (lake, beaches, docks, BBQ areas, Town Hall, athletic fields / courts. Pets on leash are allowed on the roads / trails within Pinebrook and allowed to pass through common facility parking areas for road / trail access.
  - E. All Use Fee Program Members and their family members and guests must abide by these CC&Rs, and Pinebrook Policy and Procedures 3, 17 & 18 (available at the Town Hall).
  - F. The Pinebrook HOA and Board of Directors can not be held liable or legally prosecuted for any death, injuries, or property thefts / damages incurred by the Use Fee Program Member, family or guests while using Pinebrook facilities / property, or by engaging in Pinebrook activities. It is expected that Use Fee Program Members have their own liability insurance to cover themselves, family members, and guests.

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### 7. Pinebrook Facility Use Fee Program Member Contract

- A. Filling out this next section, signing the compliance commitment contract, and submitting this entire document along with the signed "Hold Harmless" document to the Pinebrook Board for approval allows a person to be considered for Use Fee Program Membership in Pinebrook or to be added to the waiting list.

Full Name		Arnold Area Property Address	
Non-subdivision property connects to Pinebrook subdivision <input type="checkbox"/> Yes <input type="checkbox"/> No		Property is bare land or has a house / cabin on it <input type="checkbox"/> Bare land <input type="checkbox"/> House or cabin	
Mailing Address		Arnold Phone Number	Email Address
Contact Phone Number (1)	(2)	(3)	

For consideration and acceptance as a Pinebrook Facility Use Fee Program Member, I declare that I have read & understand this Use Fee Program CC&R document along with Policy and Procedures 3, 17 and 18 and I will abide by all the conditions stated to be a Pinebrook Facility Use Fee Program member in good standing and accept the compliance responsibility for all of my family members and guests. I agree to repair any damages caused by my family and guests to Pinebrook facilities. I understand that this is a renewable annual membership program and I commit to pay the annual fee as requested or forfeit my Pinebrook Facilities Use Fee Program membership.

Signature	Date
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### SUMMARY OF CHANGE FROM PREVIOUS ISSUE

Changed 6.C. and 6.F. to exclude "short-term" renters from the Use Fee Member Program and use of Pinebrook facilities.



## POLICY and PROCEDURE

Attachment #	<b>29-2</b>
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### USE FEE MEMBER HOLD HARMLESS AGREEMENT

I hereby acknowledge that I have voluntarily chosen to use the facilities and participate in the activities of the Pinebrook Home Owner's Association (HOA) as outlined in the CC&Rs for Use Fee Program members by becoming a Pinebrook Facility Use Fee Program member of the Pinebrook HOA.

I understand the risks involved and I accept any and all responsibility for myself, my family, my guests and my renters including but not limited to property damage or loss, minor bodily injury, severe bodily injury, and death.

In consideration of my participation and representative of family and guests as a Use Fee Program member of Pinebrook HOA and to the fullest extent permitted by law, I agree to indemnify, defend and hold harmless the Pinebrook HOA, its officers, directors, employees, volunteers, property owners and assigns from and against all claims arising out of or resulting from my participation as a Use Fee Program member. "Claim" as used in this agreement means any financial loss, claim, suit, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from. In addition, I hereby voluntarily hold harmless the Pinebrook HOA, its officers, directors, employees, volunteers, property owners and assigns from any and all claims, both present and future that may be made by me, my family, guests, renters, estate, heirs or assigns.

I also understand that the Pinebrook HOA does not provide any medical or dental insurance or life insurance to cover bodily injury, illness or death, nor insurance for personal property damages or loss, nor insurance for liability arising out of my negligent acts or omissions; and I acknowledge that I am completely responsible for my own insurance to cover these expenses for myself, my family, my guests and my renters.

I further understand that this acknowledgment of risk and hold harmless agreement is intended to be as broad and inclusive as permitted by the laws of the State of California and that if any portion hereof is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect. In the event any claims or suit is brought forward within the scope of this agreement by myself, my family members, my guests, my renters or on behalf of any of the fore-mentioned, I agree to pay for all legal fees and costs associated with the defense of such claims or suit incurred by the Pinebrook HOA, its officers, directors, employees, volunteers, property owners and assigns.

I agree that this acknowledgment of risk and hold harmless agreement is effective for as long as I am a Pinebrook Facility Use Fee Program member.

Signature(s) of Pinebrook Facility Use Fee Program Member

Date