

Discovery Bay Women's Club (DBWC)

Guidelines & Rules Effective August 1, 2023

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1. NAME AND ADDRESS

- 1.1 **Name**. The name is Discovery Bay Women's Club (DBWC).
- 1.2 **Address**. The principal office of DBWC is in the Discovery Bay Resort (DBR) Office Building at 276875 U.S Highway 101, Gardiner, WA 98382. The mailing address is: 2261 Old Gardiner Road, Sequim, WA 98382.
- 1.3 **Additional Contact Information**. As follows:
 - A. Office Phone: 360-797-7222
 - B. Office email: office@discoverybayresort.org
 - C. Facilities email: facilities@discoverybayresort.org
 - D. Board of Directors email: board@discoverybayresort.org
- 1.4 **Website**. www.discoverybayresort.org and the email for the Website Team is website@discoverybayresort.org

2. PURPOSE

- 2.1 **Declaration of Authority**. The Amended and Restated Covenants, Conditions and Restrictions (CC&Rs) for Discovery Bay Resort Article 4, Section 6 allows for Club Rules. These rules are adopted by the DBWC Board of Directors, referred to as the Board. The Board has authority to amend and change these rules as needed.
- 2.2 **Goals of Guidelines and Rules**. These guidelines, standards and rules are for the benefit and protection of all Members of the Club and their Guests. They are provided to avoid misunderstanding and provide clear definition of what is expected in our community.
- 2.3 **Deviations**. Requests for individual site deviations from the rules must be submitted in writing to the Board.

3. DEFINITIONS

- 3.1 **Supplemental**. The definitions below are supplemental to the definitions provided in the CC&Rs, Article 1, Landscape and Architectural Review Committee (LARC) Standards, and DBR Rules.
- 3.2 **Formal Organization**. An organization with a fixed set of rules of intra-organization procedures and structures.
- 3.3 **Guest/Guests**. A Person or persons invited by a member to stay overnight.

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- 3.4 **Resident.** This term references any Member who resides in a Residence Vehicle on a designated site within the boundaries of the Discovery Bay Resort. Each site is limited to a maximum of four (4) Residents.
- 3.5 **Residence Vehicle.** A vehicle parked on a site, and which meets the requirements of CC&Rs, Article 1, 1.35 "Recreational Vehicle" or "RV."
- 3.6 **Social Member.** A Member of the Club that is sub-leasing a Site or residing with another Member.
- 3.7 **Visitor.** A person who visits a Member but does not stay overnight.

4. COMMITTEES

- 4.1 **Landscape/Architectural Review Committee (LARC).** LARC assists Members with the submission, clarification, approval process, and compliance of the LARC Design Requests as outlined in the LARC Standards. The aims are to achieve safety and harmony within the Resort and minimize any undesired effects on other Members. The Standards are provided to avoid misunderstanding and provide clear definition of what is expected in our community. Only RV Members may serve on LARC.
- 4.2 **Nominations and Elections Committee.** This committee organizes the elections of the DBWC Board of Directors, sends out ballots and tallies the vote.
- 4.3 **Finance Committee.** This committee works with the DBR Staff and DBWC Treasurer for the purpose of preparing a DBWC annual budget. The annual budget is to be submitted by the Finance Committee for review and comments to the RV Members and the Board, with final approval by the Board. The Finance Committee will assist the Board Treasurer and DBR Staff with quarterly budget reviews, annual Reserve Study updates, and where appropriate make recommendations to the Board on actions which may be taken to remain within budget. Only RV Members may be on the Finance Committee.
- 4.4 **Other Committees.** Other committees may be named by the Board depending on need.

5. APPLICATION FOR MEMBERSHIP

- 5.1 **Social Member.** A person seeking to become a Social Member must meet all qualifications of CC&Rs Article 2.3 and be sponsored by a current RV Member. The applicant must complete and forward a DBWC Social Member application to the DBWC office, along with any applicable application fees. Within fifteen (15) days,

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the Board will either approve, disapprove, or return the application for additional information. Once approved, a Social Member is entitled to the benefits of membership, except for membership on LARC and the Finance Committee. Social Membership is required to sublease a site from a willing RV Member.

- 5.2 **RV Member.** RV Membership is limited to leaseholders at DBR. A person seeking to become an RV Member must meet all qualifications of CC&Rs Article 2.3, have a written agreement for a lease transfer, and be sponsored by a current RV Member. The applicant must complete and forward a DBWC RV Member application to the DBWC office, along with the Bona Fide Offer, and any applicable application fees. Within thirty (30) days, the Board will either approve, disapprove, or return the application for additional information. Once approved for membership and upon completion of the lease transfer, an RV Member is entitled to all benefits of membership.

6. RESPONSIBILITIES OF MEMBERS

- 6.1 **Rules and Regulations.** All Members shall conform to the rules and regulations as stated in the CC&Rs, Articles of Incorporation, By-laws, DBWC and DBR Rules, and LARC Standards.
- 6.2 **Dues/Maintenance Fees.** All Members are responsible to pay dues, fees, and assessments in accordance with CC&Rs Article 5. RV Members will be billed monthly.
- 6.3 **Utility Payments.** Members must pay all electrical fees within 30 days of the billing date, or a late fee will be charged. See the fee schedule in the office or on the website.
- 6.4 **Meetings.** Regularly scheduled meetings shall be conducted to disseminate information and promote communications between Members, Management, and the Board. On-line attendance will be available for most meetings. All members are encouraged to participate.
- 6.5 **Visitors and Guests.** Members may invite non-Member Guests and Visitors to use the Property provided the Member occupies a Site during the visits. A Member may designate a representative (another Member) if the Member is absent from DBR. All Members are responsible for the conduct of their Visitors and Guests at all times.
- A. Guests may stay for up to a total of thirty (30) days in any twelve-month period. Guests occupying a Site or using the Property for more than thirty (30) days must qualify and be approved as Social Members.

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- B. Guests must register with the office and obtain a Registration Packet which includes rules and other important information. Additionally, Guests and Visitors who will be utilizing the Common Areas/Facilities, including the swimming pool, must sign a "Visitor/Guest Release of Liability & Indemnity Form."
- C. If the Member is using a designated representative for purposes of this rule, they must provide the office with the name of the designated representative.
- D. The Board may require a Guest or Visitor, who does not conform to DBR Rules or whose behavior is offensive to DBR Residents, to leave. The Board, in its sole discretion, has the right to determine whether behavior is offensive.

7. REQUEST FOR ACTION

- 7.1 **Scope.** A Request for Action (RFA) may be submitted by any member for a broad range of subjects including, but not limited to, maintenance needs in the Common Areas, proposed changes to rules, community issues or problems, and suggestions for new programs and activities.
- 7.2 **Initial Process.** RFA forms are available in the office or may be downloaded from the website. The completed RFA must be forwarded to the office. If the member wants the issue addressed at the next Work Session, the RFA must be received a minimum of six (6) business days prior to the scheduled Work Session. If an RFA is submitted late, the Board, at its own discretion, may add it to the Work Session by issuing an amended agenda and notifying the member submitting the RFA.
- 7.3 **Responsibilities.** Upon receipt of an RFA, the office will forward copies to the Board. The Board will act on the RFA or determine the appropriate entity for action. As appropriate, RFAs may be added to the agenda for a Work Session or forwarded to the Facilities Manager or a Committee. If an RFA is included on the agenda, the Member or a designated representative is expected to attend the Work Session to provide clarification and any additional information as needed.
- 7.4 **Resolution/Follow-up.** Once the process is complete, the RFA will be completed by the appropriate entity with the answer, comment or action taken. A copy of the completed RFA will be provided to the submitting member.

8. SITE DEVELOPMENT OR CHANGES

- 8.1 **External Changes.** In accordance with the CC&Rs, Article 7, any permanent or temporary modification to a site must have written approval from LARC before the project can begin.

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- 8.2 **LARC Applications.** LARC Design Forms are available in the office lobby, from the office and on the website. Members must refer to the CC&Rs and the LARC Standards in developing their proposed project. Members should not order the delivery of parts or materials or start any project without LARC authorization as the items may be subject to being returned or removed at the Member's expense.
- 8.3 **Site Development over Adjacent Sites.** RV members who hold leases on adjacent sites may choose to treat the sites as a single site for design purposes only. The following conditions apply:
- A. If the proposed project is approved by LARC, the approval must be conditional on the RV member either transferring the leases together in the future OR restoring the sites to conform to the LARC Standards prior to selling/transferring leases. This approval must be documented and included with each lease.
 - B. These provisions do not change the number of sites, or the requirements, responsibility, or benefits for RV members for each site. RV members shall:
 - 1) Continue to have one vote per site,
 - 2) Continue to pay monthly maintenance fees per site, and
 - 3) Be allowed to plug in one RV or Residence Vehicle per site.
- 8.4 **Site Numbers.** To expedite deliveries and emergency access, site numbers should be visible from the street traveling in both directions, and not obstructed by any object.

9. GROWING MEDICAL CANNABIS

- 9.1 **Medical Cannabis Act.** All growers must comply with Washington State RCW 69.51A Medical Cannabis and Jefferson County Law. Specifically,
- A. Each Grower must have a current medical marijuana license.
 - B. Plants will be grown, harvested, and processed out of sight of public view as well as from neighboring sites within the park. Specifically, all growers must comply with Washington State RCW 69.51A.260 (2).
- 9.2 **DBR Requirements.**
- A. Growers will plant, tend, and process medical cannabis only on their own site, with a limit 4 plants per site.
 - B. All growing areas shall be at the rear of the member's site. Temporary screens, trellises, or shade cloths will be used to assist and to conceal plants at various

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stages of their growth (see LARC Standards about which ones require LARC approval).

- C. Plant aroma is highest at time of harvesting and while drying; growers will confine the odor with plant protection enclosures. They will notify neighbors of processing times so they can avoid the area or close their windows.

- 9.3.1 **Failure to Comply**. Failure to follow these rules will subject the member to fines and other remedies as outlined in our governing documents.

10. SALE OF LEASES

- 10.1 **Resources**. In addition to these rules, Members planning to sell their lease should refer to the following resources:

- A. CC&Rs Article 3

- B. The "How to Buy or Sell a Site Lease" guide (available on the website)

- 10.2 **Notification**. In accordance with CC&Rs Article 3, Sellers must notify DBWC of their intent to transfer a lease.

- 10.3 **Bona Fide Offer**. Sellers must complete the Bona Fide Offer Form and submit to the Board. If the buyer is not already an RV Member, the buyer's application for RV Membership must be included in the submission to the Board. Bona Fide Offer forms and RV Membership application forms are available on the website or may be obtained from the office.

- 10.4 **Club Approval**. Prior to issuing approval of the lease transfer, the Board shall ensure all provisions in CC&Rs Article 3 have been met. This includes checking for any conditional approvals or other agreements tied to the lease(s). See 8.3A.

- 10.5 **Title Transfers**. Any Park Models or Park Trailers should have the title transferred after the BOD approval but prior to the finalization of the lease transfer.

- 10.6 **Fees**. Prior to issuance of the lease documents to the buyers, sellers and buyers must pay all fees associated with the sale and transfer of the leases. The current fees are detailed in the "How to Buy or Sell a Site Lease" guide.

- 10.7 **Lease Extensions**. Sellers may only sell the lease with the remaining years. The seller must advise the buyer of the lease expiration date. If a buyer or a current RV Member wishes to purchase additional time on the lease, they may submit the request to the Board. If approved, the payment for additional years must be made prior to the execution of the lease extension.

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As part of the annual budget process, the Board will set the yearly fee for lease extensions. The current fee will be included in the "How to Buy or Sell a Site Lease" guide. Approval or disapproval of lease extensions is at the sole discretion of the Board.

11. SUBLEASES

- 11.1 **Rentals.** In accordance with the CC&Rs, Article 3, sites may not be Subleased for hotel or transient purposes, or for fewer than seven (7) consecutive days. RV Members may only sublease their site(s) to Social Members. Potential renters must apply for membership (see 5.1) and indicate that they intend to occupy a Site under a sublease. Once the membership application has been approved, the Club will provide the RV Member with a Sublease for all parties to complete and sign.
- 11.2 **Documentation.** The RV Member shall provide a copy of the fully executed Sublease to the office in advance of the Renter's occupation of a Site. The RV Member may be charged a fee to the Club associated with the sublease of a Site. The Renter must be provided a Renter's Packet. These packets may be obtained from the office. The RV Member is responsible for ensuring that renter notifies the office of their arrival.

12. COMMON AREAS AND FACILITIES

- 12.1 **Use.** The common areas and facilities are for the benefit of the Members. Guests and Visitors may be extended the privilege to use them. Use is subject to revocation if abused. Guests and Visitors may be restricted to specific times and areas of usage. Residents, Guests, and Visitors are expected to maintain the Common Area facilities in a clean and orderly manner. Additionally, everyone must abide by the Discovery Bay Resort Rules.
- 12.2 **Scheduling Functions or Events.** The following procedures must be followed when a Member or Committee wants to schedule a function or event.
- A. **General.** Members wishing to schedule an event in common areas where outside Guests/Visitors, who are not RV Members or Social Members, will be attending, including inviting an outside vendor, person providing a service or a fundraiser, must contact the Calendar Team to check availability, schedule date/time/place and fill out a Facility Usage Form.

All Visitors/Guests must sign a "Visitor/Guest Release of Liability & Indemnity Form" prior to, or upon arrival at the scheduled event. The office will provide the proper forms for the number of people attending.

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Current instructions that deal with parking, invitations, clean-up, gate code, and use fees are listed on the Facility Usage Form available on the Website or in the office.

- B. **Small informal gathering of Members:** If only Social and RV Members are attending, no Facility Usage Form or Usage fee is necessary. Contact the Calendar Team to check availability and schedule.
 - C. **Informal social group of personal guests that include non-Members:** Game groups, Art Classes, Guest Lecturer, Concert, Fundraiser, and Member family events, where all people attending are known by a Member, may be scheduled by contacting the Calendar Team to check for availability, fill out Facility Usage Form (if possible, one week prior to the event) and pick up enough Visitor/Guest Release of Liability and Indemnity Agreements for all non-Members attending. No usage fee will be assessed.
 - D. **Formal Organizations, Outside Organizations:** May make application directly to the Board or through a Member. The Board of Directors will evaluate each application based upon the event's appropriateness and suitability to the park. After approval by the Board, fill out a Facility Usage Form and return to the Office. Events where Members pay an admission fee or are charged for a service or item will be charged according to the set fee schedule.
 - E. **Outside Vendors for Profit:** Massage therapist, Dog Groomer, Hair stylist, Food Vendor, Concert, and other events where Members pay an admission fee or are charged for a service or item will be charged according to the set Usage fee schedule. (Events for DBR Fundraising will not be charged a usage fee)
- 12.3 **Commercial Activities.** The Common Area facilities may be used by a Member for commercial activities if prior written approval by Management is obtained. Management shall have sole discretion in approving the use of the common area facilities for commercial activities. If a Member is using Common Areas to earn a personal profit, a fee will be charged for space rental. The use of the Common Areas shall not interfere with other Member's usage. Commercial activities include sale of merchandise to park Residents and services such as car washes, tutoring, and special classes in crafts or music lessons for personal profit.
- 12.4 **Tent Camping.** Guest tent camping is allowed only in the tent camping area. Tent campers must register with the office, pay any applicable fees, obtain a Guest Packet, and follow all rules and regulations. The tent camping area is not available for camping during the Annual Meeting weekend.
- 12.5 **RV/Trailer/Boat Storage.** Limited designated rental parking spaces are available to Members for a monthly fee. Contact the office for more information.

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13. CODE OF CONDUCT

- 13.1 **Harassment Policy.** Members, Guests, and Visitors shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other Members, Residents, Guests, Occupants, invitees, or directed at management, its agents, its employees, or vendors.
- 13.2 **Fiduciary Responsibilities.** Board members and Committee members have the fiduciary duty to stay objective, unselfish, responsible, honest, trustworthy, and efficient. They must always act for the good of the Club, rather than for the benefit of themselves. Additionally, Board members, staff, and members of LARC must complete and sign a Conflict-of-Interest Form annually.

14. GRIEVANCE PROCEDURES

- 14.1 **Definition.** Grievances procedures are established to provide individuals a vehicle to seek relief for any unresolved issues with another Member or Management.
- 14.2 **Informal Process.** Prior to filing a formal grievance, a Member should contact the individual(s) involved and attempt to resolve the issue(s) less formally. If appropriate, the next informal step is to involve Management. If no resolution is achieved, then the formal grievance can be filed.
- 14.3 **Formal Process.** State the grievance in writing, dated and signed, and send or deliver to a Board Member. Include the name of the person or persons involved, plus information about the alleged issue, incident, or situation. This will form the factual basis for the complaint. Please be specific.
- A. The Board will provide a copy of the grievance to the subject of the complaint and ask for written response in a timely manner.
 - B. The Board will provide a copy of this response to the person who files the grievance.
 - C. If new material is presented in the response, then the person who filed the grievance may respond in writing in a timely manner to the new issues only. This continues back and forth until there are no new issues to which to respond. All responses must be presented or mailed to the Board President.
 - D. The Board will issue a decision based on the information received within a timely manner. All Board decisions are final.

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- 14.4 **Conflict Resolution.** Conflict resolution of Member disputes may also be initiated by the Board. No names will be disclosed; but documentation will be maintained in case of legal action.

15. ENFORCEMENT OF RULES

- 15.1 **CC&Rs.** The Board or its employees shall have the right to enforce any current rule or regulation as listed and/or posted. Any action undertaken or process of complaint initiated shall be in accordance with the procedures listed in the current CC&Rs Article 8 Enforcement.

- 15.2 **Enforcement.** Enforcement of these Rules and Regulations, CC&R's, Articles or By-Laws for DBWC will be accomplished by Management, the Board, or their other delegate. Additionally,

- A. Continuing violations will result in implementing the schedule of fines listed in 14.3 below.
- B. Violations of local Zoning laws will be reported to the County for enforcement.
- C. Flagrant violations by
 - 1) Guests and/or Visitors will be sufficient reason for their being asked to leave the Resort.
 - 2) Social Members may result in the termination of their membership and the right to sub-lease.
 - 3) RV Members will be handled in accordance with their lease and the CC&Rs.

- 15.3 **Fine Assessments.** The following assessments may be levied for continued violations of the Rules. Prior to assessments, oral and/or written notice of violation will be issued.

VIOLATION	First Offense	Continued Offense
Speeding	\$ 10.00	Doubling each incident
Parking	10.00	"
Signs	10.00	"
Design/Construction	50.00	"
Landscaping	50.00	"
Appearance	50.00	"
Business/Soliciting	50.00	"
Nuisance	25.00	"
Harassment	75.00	"

Other Violations: Assessment set by Board of Directors not to exceed \$500.00.
See the Pet Rules for additional Fine information.