

# Rules, Regulations and Resolutions

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#### **INTRODUCTION**

A member of the McNary Golf Club is entitled to enjoy all the privileges of the Club, subject to such restrictions as are contained in the Club's *Bylaws* and these *Rules, Regulations and Resolutions*, or as may be established from time to time by the Board of Directors (Board). The Board has the authority to revise these *Rules, Regulations, and Resolutions* as necessary by a majority vote in a General Session meeting of the Board. The Board may not modify the *Bylaws* by approving *Rules, Regulations, or Resolutions* that are contrary to the *Bylaws*. If a conflict exists between the *Bylaws* and the *Rules, Regulations and Resolutions and Resolutions* and *Resolutions* the *Bylaws* take precedence.

*Rules, Regulations, and Resolutions* may be established for Members that are different than those required of the public. However, these *Rules, Regulations, and Resolutions* are designed to ensure that an expected level of conduct will be observed, and thus, maximum enjoyment of the Club's privileges will be attained. *Rev.* 03/2021

#### **CLUB RULES**

**Section 1. Club Privileges.** Members, their guests and the public shall abide by all *Rules, Regulations, and Resolutions* of the Club. Any Member conducting themselves in an unbecoming manner or knowingly violating any Club rule may be denied service by the Board and may have membership privileges sanctioned. Proper behavior as specified in the *Rules, Regulations, and Resolutions* shall be observed by the Members, guests, and the public at all times. *Rev.* 03/2021

**Section 2. Payments.** The Club shall provide for the privilege of Members charging for all purchases. All Members account numbers shall be placed on file and will be available in all service areas. The number will be used on all charge tickets of any kind. Members are required to sign on all charge tickets. *Rev.* 03/2021

**Section 3. Accounts.** All charges, dues and assessments are due and payable within 30-days of the billing date. Statements will be sent out on or about the first day of each month. If a Member has not paid within 30-days after receipt of a monthly statement, a reminder notice shall be sent specifying the amount owing and a late charge of \$15 shall be assessed to all accounts. If such indebtedness is not paid within 60-days, any right to vote and access to privileges of the Club shall automatically be suspended until such time as the Member has brought their account current, together with late fees. Any Member failing to bring indebtedness current within 120-days shall be subject to expulsion and loss of redemption privileges. All expenses incurred by the Club for checks returned by the Member's or guest's banks or in connection with delinquent accounts shall be borne by the Member causing such expense. The Member shall also pay the Club's attorney's fees and court costs in connection with collections. *Rev. 03/2021* 

Section 4. Tournaments. Tournaments take precedence over other normal Club and Member activity on and off the Golf Course. No one under the age of 18 years old shall be eligible for member tournaments unless specified otherwise. *Rev. 03/2021* 

Section 5. Public Access. Public use of the Club and its facilities shall be determined by the Board. The lower level Clubhouse, including men's and women's locker rooms shall remain private and for the exclusive use of Members and their guests. *Rev. 03/2021* 

**Section 6. Parking and Traffic Regulation.** Members and guests shall strictly observe all traffic regulations established by the Board. Parking areas, for both automobiles and golf cars, shall be marked. Members who park improperly will be warned, but repeated offenses may result in removal of vehicles. *Rev.* 03/2021

**Section 7. Club Furniture and Equipment.** No Club property or furniture shall be moved from the room or outdoor area in which it is placed without the DCO/GM's approval. No Club property or furniture shall be removed from the Club premises without the DCO/GM's permission. Individual

Members or their guests shall be responsible for any damage to Club property or furniture. Any willful damage to Club property shall be grounds for corrective action sanctions and restitution by the Board. *Rev.* 03/2021

**Section 8. Pets.** Pets may be allowed on the golf course only with the permission of the Pro Shop staff or DCO/GM. All pets must be on a leash. Owners are responsible for managing their pet's behavior, cleaning up any waste, and making sure their pets are not distractions to other golfers. *Rev. 03/2021* 

Section 9. Solicitation. No solicitation or notice shall be posted in the Clubhouse without the DCO/GM giving prior approval. *Rev.* 03/2021

Section 10. Members' Property. The Club is not responsible for any loss or damage of private property.

Section 11. Employees Only Area. The power golf car storage area, course maintenance area, bag storage area, kitchens, and bars, are off-limits to Members and guests unless authorized by an employee of the Club.

Section 12. Games and Activities. The Board, in its sole discretion may prohibit any games or activities which it considers to be harmful to the interests of the membership of the Club. *Rev.* 03/2021

Section 13. Suggestions and Grievances. Suggestions to assist in the improvement of any Club feature may be made orally or in writing to the DCO/GM or Board. Complaints may be made orally or in writing to the DCO/GM or Board. *Rev. 03/2021* 

Section 14. Wildlife. Members and guests are not allowed to feed the wildlife on Club property. This includes ducks and geese. *Rev.* 03/2021

**Section 15. Leave of Absence.** In accordance with Section 2.05 of the *Bylaws*, Equity Members may request in writing a medical leave of absence to the DCO/GM if they are physically unable to play golf. The member must provide written verification from their doctor. *Rev.* 03/2021

Section 15.2. Limitations. Medical leaves must be for a minimum of three (3) months. A member may not be approved more than two (2) leaves over a five (5) year period. *Rev.* 03/2021

Section 15.3. Leave Options. There are two (2) options for a member approved for a medical leave of absence. *Rev.* 03/2021

- 1. The Member will pay 50% of membership dues and trail fees. Capital Dues will not be reduced. Emeritus Members are not eligible for reduced membership dues and trail fees. *Rev.* 03/2021
- 2. The Member may designate a person to become a "playing member" on their membership during the period of their medical leave. The playing member will be responsible for all dues and fees along with any personal charges that they endure. The playing member will have access to all club privileges. Playing members must complete a membership application, meet all of the eligibility requirements for membership, and must be approved for membership in the same manner as all other Members. *Rev. 03/2021*

Section 15.4. Access to Privileges. While on a leave of absence the golf privileges of the Club are suspended. Members may still utilize the Clubhouse, the restaurant, the practice areas, and the pro shop. *Rev.* 03/2021

**Section 15.5. Family Privileges.** If a member on a leave of absence has a Family membership, and paying reduced fees prescribed above, the entire membership is suspended and no qualified person is allowed golf privileges. A member with a Family membership who wishes to allow other qualified persons golf privileges may do the following: *Rev. 03/2021* 

- 1. keep the Family membership active;
- 2. temporarily convert their membership to a Single membership, or;

3. pay the public per use fees.

Section 16. Reinstatement of Resigned Membership. A member wishing to reinstate their membership after resignation but prior to redemption must either pay the full dues for the period of their resignation or a full Equity Purchase or Initiation Fee, whichever is less. *Rev. 03/2021* 

#### **CLUBHOUSE RULES**

Section 1. Dining Facilities. The Dining Facilities shall be available to members, guests and the public.

**Section 1.1. Liquor License.** In accordance with Oregon Liquor Control Commission the Golf Club property is a licensed premise. **NO OUTSIDE ALCOHOL** (beer, wine or distilled spirits) may be brought onto the premises. All alcohol consumed on golf club property must be purchased from the restaurant or Club. Any member or customer not in compliance with this policy may be required to leave the premises immediately or subject to corrective action. *Rev.* 03/2021

Section 1.2. Clubhouse Privileges. Members are entitled to access and use of the Banquet Room and downstairs meeting room free of charge. Members wanting food and beverage service or the room set-up for them by the restaurant must arrange with the restaurant and pay for those services. *Rev.* 03/2021

**Section 2. Men's and Women's Locker Rooms.** The Club is not responsible for any articles or valuables placed in lockers or locker rooms or downstairs facilities. All clothing and valuables must be stored in lockers. Clothing left in the locker room outside of lockers shall be put in storage. Clothing remaining unclaimed for sixty (60) days shall be disposed of by the Staff. Only Members and guests are permitted in locker rooms. Golf club sets and bags shall not be stored in lockers. Storage of food and/or beverages in the lockers or on the Club premises is prohibited. Locker rooms and downstairs' facilities as specified herein are for Members and their guest usage only, and all public usage is prohibited. *Rev.* 03/2021

#### **COURSE RULES**

**Section 1. Rules of Play.** The *Rules of Golf* established by the United States Golf Association (USGA) will govern all play, except as modified by local rules (see Section 13 Adopted Local Rules). In the spirit of the game, all players are expected to respect the rights of others, take care of the course, exhibit good sportsmanship, and follow the general guidelines set forth in "Rule 1 - The Game, Player Conduct and the Rules". USGA handicaps are available to all members upon payment of the required fee. *Rev. 03/2021* 

**Section 2. Tee Times/Sign In.** All players, regardless of whether walking or riding a golf device must register in the golf shop before play at the assigned time from the first tee, unless permission to start on the tenth tee is granted by the DCO/GM or designated starter. It is imperative that all comply for accurate registration in case of emergencies. Tee times may be made in advance as follows: Equity members, 14 days in advance; Non-Equity members, 10 days in advance and public, 7 days in advance. *Rev. 03/2021* 

Section 2.1. Tee Time Blocks. When the club reserves a block of tee times for the women's club, men's club or any other member-based group, unused tee times may be released for public play 48-hours prior to the tee time. *Rev.* 03/2021

**Section 3. Pace of Play.** Pace of play is set by a typical foursome; therefore, foursomes have the right of way as long as they are keeping the pace of play. All Players must maintain a reasonable rate of play which would result in four-hour fifteen-minute (4:15) round for a foursome. If a group falls behind those ahead every effort should immediately be made to resume your position with the group ahead. If the group is unable to close the gap, they must skip a hole or two to get back in position or be subject to leave the golf course. Each golfer must play with their own set of clubs. *Rev. 03/2021* 

Section 4. Group Size. Members, guests, and public are encouraged to play in foursomes. Rev. 03/2021

- 1. Singles, twosomes or threesomes are permitted to play if they do not disrupt normal speed of play. However, the Pro Shop reserves the right to make up foursomes if necessary.
- 2. Fivesomes are allowed at the discretion of the Pro Shop (e.g., slow days or tournaments).

**Section 5. Junior Play.** To play without being accompanied by an adult player, junior players (18 and under) must be certified by the Club staff as to their knowledge of golf rules, etiquette and playing techniques. *Rev.* 03/2021

#### Section 6. Course Play. Deleted. Rev. 03/2021

Section 7. Practice. Practice is confined to the practice areas and is generally not permitted on any areas of the golf course. *Rev.* 03/2021

**Section 8. Walking.** Members, guests, and the public may play the course walking and carrying their own clubs or using private or Club carts. Walking with a paid player is allowed. Jogging and exercising is not permitted on the golf course. Non-paying persons found walking, jogging, riding or driving on Club property are trespassing and may be prosecuted. *Rev. 03/2021* 

**Section 9. Powered Golf Cars, Scooters and Devices.** For the purposes of this policy the term Powered Golf Device (hereinafter referred to as Device) means a powered vehicle designed to transport golfers around the golf course (e.g., golf car, golf scooter, golf board or any other types of devices). This does not include push carts or motorized push carts that require the golfer to walk. Members, guests and public players may use Club rental devices or privately-owned devices, provided annual fees or per seat fees as adopted by the Board are paid and all other Rules, Regulations, and Resolutions herein provided are met. Member owned devices must be registered with the Club, pay the prescribed annual fee, also known as a "Trail Fee", and attest that they have insurance. A revocable license, via the Private Device Agreement, is issued and in place until such time as the Club revokes the license. In acceptance of this license the Member agrees to comply with all Rules, Regulations, and Resolutions and pay the prescribed fees. Nonmembers may be granted permission to operate privately owned devices upon completing a Private Device Agreement and paying the current fee adopted by the Board and presenting proof of insurance. *Rev. 03/2021* 

#### Section 9.1. Privately Owned Device Specifications and Maintenance. Rev. 03/2021

- 1. Golf Cars may be electric or gas powered. Scooters, boards and other devices designed to carry one golfer may only be electric powered.
- 2. Cars may be configured for no more than four (4) riders. Scooters, boards or other devices may be configured for no more than one (1) rider.
- 3. Member and nonmember private devices used while playing golf are limited to conveying two (2) golfers at any one time in order to maintain pace of play.
- 4. No device may be stored at the Club.
- 5. Devices will be maintained in a clean and in presentable condition.
- 6. The owner shall be responsible for all maintenance of their device.

#### Section 9.2 Licensing, Annual, and Per Seat Fees. Rev. 03/2021

- 1. The licensing, annual, and per seat fees for private and rental devices will be established by the Board and published in a fee table.
- 2. The annual license fee (Trail Fee) paid authorizes unlimited use of one privately owned device, for up to two (2) seats, by that owner, their partner, their qualifying children and qualifying grandchildren (only for a jointly owned Family Equity Memberships), or another member or guest when accompanying the owner. The Trail Fee does not authorize use of the licensed car by

other Members, guests, or public players unless they pay a Trail Fee, per seat rental device fee, or public per seat device fee, as either a single purchase or package plan.

- 3. For the purpose of these Rules, Regulations, and Resolutions a privately-owned device licensed with the Club has only one owner of record. The owner and their partner (if jointly owned membership) are considered one owner.
- 4. Trail Fees for individuals owning and using more than one private device will be set by the Board.

#### Section 9.3 Policies and Rules Governing Use of Devices. Rev. 03/2021

- 1. Devices, private or rental, will not be operated recklessly at any time.
- 2. Private and rental devices when not in use must be parked in designated areas only; and may not be parked in areas signed "No Golf Car Parking".
- 3. The pro shop staff and/or Course Superintendent or their representative has authority to restrict device use at any time due to adverse course conditions and weather. The pro shop staff and/or Course Superintendent or his representative have authority to revise restrictions at any time as course conditions change. Possible restrictions include:
  - Green Flag Devices allowed on course following the 90-degree rule (operate device on path, drive directly to ball and return immediately to path).
  - Blue Flag Only persons with an authorized handicap flag are allowed on course following 90-degree rule.
  - Red Flag Devices on path only. While under Red Flag restrictions, blue flags are restricted to paths only.
- 4. Handicap flags are issued by the DCO/GM or pro shop staff, only to those members, guests, or public who provide proof of a medically valid accommodation need (i.e., letter from Doctor or handicap parking permit)
- 5. Under certain circumstances the DCO/GM or pro shop staff may issue a temporary handicap flag to a golfer with a temporary disability or injury for a period of time.
- 6. Devices may only enter and leave the golf course where paths intersect with the streets or at locations authorized by the DCO/GM.
- 7. Only the Member owner, partner, their qualified children, or qualified grandchildren with a driver's license, or the Member's guest when the Member owner is present, may operate a member owned/licensed device. However, with the approval of the DCO/GM, visiting adult guests and family members of the Member may be granted permission to operate a device.
- 8. Private devices cars must be removed from the Club property at the end of each day's play unless otherwise authorized by the pro shop staff or DCO/GM.
- 9. For the purpose of promoting excellent playing conditions in and around all greens and tees, devices must return to the path at the white line and remain fully on the path until after the next teeing area. Within these Rules, Regulations, and Resolutions white lines are considered extending in a direct line beyond the fairway and through the rough. The 90-degree rule should be utilized as often as possible.
- 10. Devices are not to be driven into the yards of any of the homes or any out of bounds area bordering the golf course unless on a path or street.
- 11. Violators of device operation regulations may be subject to corrective action sanctions.

#### Section 9.4 Rental Devices and Permitted Use. Rev. 03/2021

- 1. The Club shall provide a fleet of rental devices.
- 2. Rental devices may be operated by persons licensed to drive motor vehicles.
- 3. Rental devices may be driven on the golf course only and only at designated street crossings. They may not be operated off the golf course property except that the pro shop staff may grant permission to drive the golf cars to the Willow Lake Golf Center driving range via McNary Estates streets only.
- 4. No more than two players or two riders are permitted to ride or play from a rental device. Rental fees are per seat. A rental device with one player and one nonplaying rider requires payment of two (2) seat fees.
- 5. Cost to repair a damaged rental device is the responsibility of the operator/renter of the device.

#### Section 9.5. Authority to Revoke Private and Rental Device Privilege. Rev. 03/2021

- 1. The Board or the DCO/GM is authorized to revoke the private device license (Trail Fee) and privileges granted within these *Rules, Regulations, and Resolutions*, of device owner(s). Such revocation terminates the owner's privilege, and the privilege of those covered within their license, to operate their private device on the golf course or anywhere else on the Club's premises.
- 2. The DCO/GM or pro shop staff is authorized to terminate a rental device agreement at any time. Refunds are made at the sole discretion of the DCO/GM or pro shop staff.
- 3. Disobeying the rules pertaining to use of private or rental devices or the safe operation thereof, anywhere on the Club's premises, McNary Estates streets, or at the Willow Lake Golf Center, are cause for revocation of device privileges and rental agreements.

**Section 9.6 Indemnity.** The member agrees and covenants to indemnify and keep indemnified McNary Golf Club, and hold and save the golf club harmless from and against any and all causes of actions, claims, demands, liabilities, loss, damage, or expense of whatsoever kind and nature, or attorney's fees whether incurred under retainer or salary or McNary Golf Club shall or may at any time sustain or incur by reason or in consequence of the member operating their licensed private golf car or motorized device on McNary Golf Club property.

Section 10. Dress Code. Members, guests and the public shall comply with the provisions of the Dress Code established by the Board. All members and players are encouraged to wear golf specific clothing items. The following items are prohibited: *Rev.* 03/2021

- 1. Sleeveless shirts for men, T-shirts, tank tops, halter tops, and bare midriff shirts.
- 2. Cut off pants, sweat or jogging pants, short shorts, spandex/lycra shorts, swim wear, basketball shorts, or short running shorts.
- 3. Pants and shorts must be free from holes, tears and patches.
- 4. Tights, nylons, or stockings unless under shorts, skorts, or skirts.

#### Section 11. Guests. Deleted. Rev. 03/2021

#### Section 12. Golf Course. Rev. 03/2021

- 1. All divots are to be replaced or filled in with provided sand and seed mix in fairways. Please encourage everyone in your group to do the same.
- 2. Receptacles are provided on all tees for trash. Please use them. Do not discard cigarette butts, cigar butts, chewing tobacco, or nut shells on the golf course. Use the trash receptacles.

- 3. Rakes are provided in all sand bunkers. Use them to smooth out your footprints and the area where you hit the ball. Replace the rakes fully in the bunker with the handle facing the teeing area. Enter and exit from the low side of the bunker.
- 4. Hitting into other groups is **PROHIBITED**. Do not hit any shot until all players in the group in front of you are clearly out of range, including having completely left the green area or paths.
- 5. Repair your ball marks on the green. Use a tee or carry a divot repair tool.
- 6. Remove the ball from the cup with your hand not with the putter.
- 7. Golf Ball Hunting: A person may retrieve their golf ball or other golf balls quickly found while looking for their golf ball during play of golf only. Other golf ball hunting is prohibited. Please stay out of lakes, ponds and streams.
- 8. Do not trespass onto the private property of homeowners neighboring the golf course to retrieve a golf ball or for any other reason, unless invited by the homeowner.
- 9. Playing music is allowed, but volume levels should be set with consideration for others in your group or on the golf course.
- 10. Please refrain from profanity.

#### Section 13. Lessons. Rev. 03/2021

Golf lessons may be offered by professional staff by appointment. Advance reservations are recommended. Lesson rates are periodically established by the DCO/GM.

**Section 14. Handicap Committee and Handicaps.** Equitable handicaps are vital to the life of the Club and any manipulation or lack of integrity concerning handicap rules is a serious matter and will be addressed by the Handicap Committee. *Rev.* 03/2021

**Section 14.1. Handicap Committee.** In accordance with the World Handicap System (WHS) *Rules of Handicapping* "Section IV Administration of a Handicap Index" and the Oregon Golf Association, the Club will maintain an official Handicap Committee. The Handicap Committee plays a vital role in the successful administration of a player's Handicap Index and is equipped with tools to intervene when the calculated Handicap Index is no longer reflective of the player's demonstrated ability. The purpose and procedures of this committee are outlined in the *Rules of Handicapping*. The Handicap Committee routinely spot checks player registration and posting records. *Rev. 03/2021* 

Section 14.2. Establishing and Maintaining a Handicap. Person wishing to establish a WHS handicap for use in competitions must pay the handicap fee to the Club and post scores (using handicap computer in the Pro Shop or via the approved GHIN Smart Phone App) in accordance with the WHS *Rules of Handicapping*. The annual fee is adopted by the Board. *Rev.* 03/2021

#### MEMBERS CORRECTIVE ACTION PROCESS Adopted. 02/2021

**Section 1. Purpose of the Process.** To establish a consistent investigative and corrective action process for managing rules violations, interpersonal conflicts, and conduct unbecoming of the Club's members. The process is designed to manage all corrective actions within the Club by the members of the Club.

**Section 2. Corrective Action Committee (CAC).** The President of the Board may establish a standing or Ad Hoc committee of three (3) Equity Members to perform the Level II investigative and corrective action processes outlined. None of these members may be a member of the Board. Members filing a complaint or any witness may not serve on the CAC for that particular complaint.

Section 3. Corrective Action Process. Members or staff who observe or are affected by behavior of a Member that violates any of the *Bylaws* or *Rules, Regulations, and Resolutions* of the Club may make a

complaint either verbally or in writing. Complaints may be submitted to Pro Shop staff, the DCO/GM or any Board member. Complaints should include the date of violation, the behavior or violation of rules, the persons involved, and any witnesses. A timely complaint is encouraged and will be held in confidence.

Three levels of process are in place for managing the corrective action process; Level I – Staff, Level II – Corrective Action Committee, and Level III – Appeals Process.

- Level I Staff: This level will be used for first time and minor rules infractions in and around the Club property and on the course. The appropriate staff member (Pro Shop staff or DCO/GM) will contact the persons involved in the infraction and investigate and determine the sanctions appropriate for the infraction and inform the parties of the final actions. Sanction for this level of action shall be limited to Dismissal of Infraction, Oral Warning, or Written Reprimand.
- Level II Correction Action Committee. When infractions are more serious in nature, repeated offenses requiring higher level sanctions, or may involve actions considered conduct unbecoming of a member the DCO/GM will request that the President convene the CAC to investigate and make a final determination on the appropriate sanctions. Sanctions for this level of action may include all sanctions listed below. The CAC determines the final sanctions on behalf and as empowered by the Board. The CAC will conclude any process within 30-days of an infraction.
- Level III Appeal Process. A Member may appeal to the Board an imposed sanction. They must do so by submitting a written letter of appeal to the President of the Board. The President will convene an executive session within 30-days of receipt of an appeal letter. A quorum of Directors as defined in the *Bylaws* is necessary to conduct an appeal hearing. At the appeal hearing the Board will hear evidence of the infractions and complaint from the person or body who conducted the investigation and levied the sanctions as well as the person who sanctions were levied. The person sanctioned may bring witnesses, but these witnesses must be Members, guests or people directly involved in the alleged violation. Members are not entitled to legal counsel. The Board will review the staff member's or CAC's course of action, the sanctioned person's defense and make a final determination of action. The appeal decision made by the Board is final and will be communicated in writing to the person sanctioned.

**Section 4. Corrective Action Sanctions.** The *Bylaws* and *Rules, Regulations, and Resolutions* specify the potential sanctions that may be imposed as a consequence of a Member's violation of behavior. These sanctions are not progressive in nature, rather used to achieve corrected behavior. The intent is to use the least amount of corrective action or sanctions to achieve the correct behavior. The determination whether to impose a sanction and the severity of the sanction to be imposed is entrusted to the discretion of Staff, the DCO/GM, the CAC, and the Board:

- **Dismissal**: Staff, DCO/GM, CAC or the Board may dismiss the alleged violation and take no action.
- **Oral Warning:** When a violation is sustained, Staff, the DCO/GM, the CAC or the Board may provide an Oral Warning for first time or minor infractions of the rules. A note of oral warning shall be placed in the members file to document the warning for future reference.
- **Reprimand Letter:** When a violation is sustained, Staff, the DCO/GM, the CAC or the Board may send a letter of reprimand to the Member and place such letter in the Member's file for future reference.
- Fines: When a violation is sustained, the CAC or Board may impose a fine on the Member.
- **Probation**: When a violation is sustained, the CAC or Board may place the Member on probation for a specific period of time. During this time, if a further incident occurs, an immediate additional penalty may be imposed, the severity of which may be more extensive.

- **Suspension**: When a violation is sustained, the CAC or the Board may suspend the Member for a specific period of time. During the period of suspension, all Club use privileges may be suspended for the Member, family and guests. Dues payments (including any assessments and installments that may be due during the suspension) continue to apply.
- **Expulsion**: When a violation is sustained, the CAC or the Board may expel a Member from the Club, permanently forfeiting all their membership privileges and proceed with other remedies provided in the *Bylaws*.

#### EQUITY MEMBERSHIP REDEMPTION POLICY (Rev. 11/2018)

In accordance with Section 2.12-4 of the Club *Bylaws*, the Board adopts the following as the current practice for redeeming the members Equity Purchase.

The Club will redeem members who have resigned their Equity Membership in accordance with the *Bylaws* "Section 2.12-4" at a rate of 50% of the current advertised Equity Purchase or 50% of the initiation fee paid at the time of joining whichever is less.

*Example: If the currently advertised Equity Purchase fee is \$1,200 then the Club will redeem the resigning member \$600 at the time their resigned membership sells. If the resigning member paid an initiation fee of \$600 then the club will redeem \$300 to that member.* 

#### ADOPTED LOCAL RULES

#### A-1 Defining Boundaries Rev. 03/2021

Out of bounds throughout the golf course general area are defined only by white stakes. These stakes are immovable obstructions.

#### B-1 Defining Penalty Areas Rev. 03/2021

Where an artificial wall (concrete curb) surround the edge of a pond or lake the penalty area is defined by the outside edge of the wall.

[Explanation] By adopting this local rule we could avoid any issues of painting the penalty area around those ponds or lakes.

#### B-3 Provisional Ball for Ball in Penalty Area Rev. 03/2021

If a player does not know whether their ball is in the penalty area on Hole #10, the player may play a provisional ball under Rule 18.3, which is modified in this way:

In playing the provisional ball, the player may use the stroke-and-distance relief option (see Rule 17.1d(1), the back-on-the-line relief option (see Rule 17.1d(2)) or, if it is a red penalty area, the lateral relief option (see Rule 17.1d(3)). If a dropping zone (see Model Local Rule E-1) is available for this penalty area, the player may also use that relief option.

Once the player has played a provisional ball under this Rule, he or she may not use any further options under Rule 17.1 in relation to the original ball.

In deciding when that provisional ball becomes the player's ball in play or if it must or may be abandoned, Rule 18.3c(2) and 18.3c(3) apply except that:

• When Original Ball Is Found in Penalty Area Within Three-Minute Search Time. The player may choose either to:

- Continue to play the original ball as it lies in the penalty area, in which case the provisional ball must not be played. All strokes with that provisional ball before it was abandoned (including strokes made and any penalty strokes solely from playing that ball) do not count, or
- Continue to play the provisional ball in which case the original ball must not be played.
- When Original Ball Is Not Found Within Three-Minute Search Time or Is Known or Virtually Certain to Be in Penalty Area. The provisional ball becomes the player's ball in play.

#### E-4 Relief from Aeration Holes (Only when enacted by the Pro Shop) Rev. 03/2021

When specified by the Club, if a player's ball lies in or touches an aeration hole:

- a. **Ball in General Area**. The player may take relief under Rule 16.1b. If the ball comes to rest in another aeration hole the player may take relief again under this Local Rule.
- b. Ball on Putting Green. The player may take relief under Rule 16.1d.

But interference does not exist if the aeration hole only interferes with the player's stance or, on the putting green, on the player's line of play.

This Local Rule is only in play when enacted by the Pro Shop.

#### E-5 Alternative to Stroke and Distance for Lost Ball or Ball Out of Bounds Rev. 03/2021

When a player's ball has not been found or is known or virtually certain to be out of bounds, the player may proceed as follows rather than proceeding under stroke and distance.

For two penalty strokes, the player may take relief by dropping the original ball or another ball in this relief area (see Rule 14.3):

Two Estimated Reference Points:

- a. Ball Reference Point: The point where the original ball is estimated to have:
  - Come to rest on the course, or
  - Last crossed the edge of the course boundary to go out of bounds.
- b. **Fairway Reference Point:** The point of fairway of the hole being played that is nearest to the ball reference point, but is not nearer the hole than the ball reference point.

For purposes of this Local Rule, "fairway" means any area of grass in the general area that is cut to fairway height or less.

If a ball is estimated to be lost on the course or last crossed the edge of the course boundary short of the fairway, the fairway reference point may be a grass path or a teeing ground for the hole being played cut to fairway height or less.

Size of Relief Area Based on Reference Points: Anywhere between:

- A line from the hole through the ball reference point (and within two club-lengths to the outside of that line), and
- A line from the hole through the fairway reference point (and within two club-lengths to the fairway side of that line).

But with these limits:

Limits on Location of Relief Area:

• Must be in the general area, and

• Must not be nearer the hole than the ball reference point.

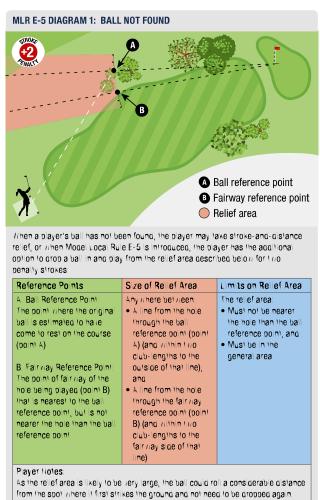
Once the player puts a ball in play under this Local Rule:

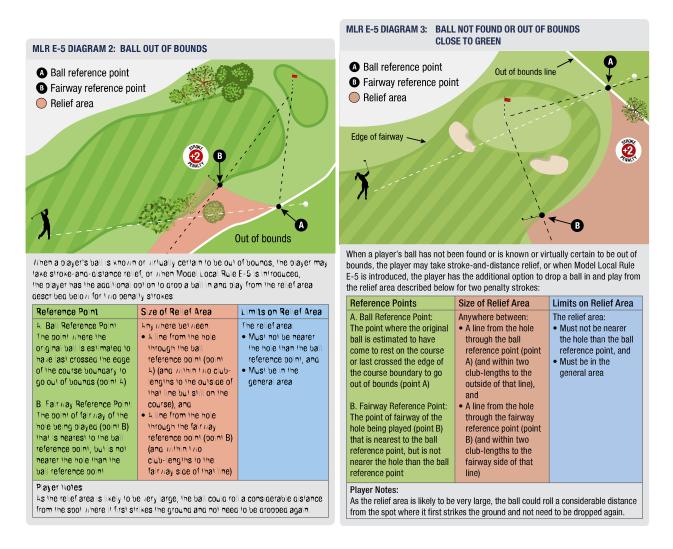
- The original ball that was lost or out of bounds is no longer in play and must not be played.
- This is true even if the ball is found on the course before the end of the three-minute search time (see Rule 6.3b).

But the player may not use this option to take relief for the original ball when:

- That ball is known or virtually certain to have come to rest in a penalty area, or
- The player has played another ball provisionally under penalty of stroke and distance (see Rule 18.3).

A player may use this option to take relief for a provisional ball that has not been found or is known or virtually certain to be out of bounds.





#### E-9 Defining an Area of Out of Bounds as a No Play Zone Rev. 03/2021

Any private property such as trees, shrubs, fences, retaining walls, hedges, yard decorations or furniture, that are out of bounds is a no play zone and the player **MUST** take free relief under Rule 16.1f(2) if their ball is on the course and anything in the no play zone interferes with the player's area of intended stance or swing. The player may not take relief from a shrub or tree that is in the no play zone but is hanging over the out of bounds line and interferes with the players swing or stance. The player must not play the ball as it lies.

#### E-11 Ball Deflected by Power Line Rev. 03/2021

If it is known or virtually certain that a player's ball hit a power line, or tower, or a wire, or pole supporting a power line (not the concrete base) during the play of holes #12 and #13, the stroke does not count. The player **MUST** play a ball without penalty from where the previous stroke was made (see Rule 14.6 for what to do).

#### F-5 Immovable Obstruction (Sprinkler) Near Putting Green Rev. 06/2020

Relief from interference by an immovable obstruction may be taken under Rule 16.1.

The player also has these extra options to take relief when such immovable obstructions are close to the putting green and on the line of play:

Ball in General Area. The player may take relief under Rule 16.1b if an immovable obstruction is:

- On the line of play, and is:
  - Within two club-lengths of the putting green, and
  - Within two club-lengths of the ball.

**Exception – No Relief If Line of Play Clearly Unreasonable.** There is no relief under this Local Rule if the player chooses a line of play that is clearly unreasonable.

## **Resolution #2018-01 – Financial Management and Oversight**

#### McNary Golf Club

#### Resolution #2018-01 – Financial Management and Oversight

WHEREAS, Article IV – Government, section of the *Bylaws, Rules and Regulations* of the corporation establish the Board of Directors as the governing body.

WHEREAS, Article XIII – Corporate Funds, section of the *Bylaws, Rule and Regulations* provides guidance for the management of the Club's financial resources and procedures.

WHEREAS, it is the Board of Director's responsibility to establish the policies and practices for the signatory authority on Corporate accounts.

WHEREAS, it is the Board of Director's responsibility to establish the policies and practices for the overall financial operations and review of the Club.

THEREFORE, LET IT BE RESOLVED that the Board of Directors designate the General Manager of the Club to be the sole required signature on corporate checks and to direct the General Manager to budget for a full financial Compilation every fiscal year and a full financial Review every four (4) years starting with the first Review occurring in January 2019.

APPROVED, this 20th day of August 2019.

Jeff Jones, President

Date

Larry Scruggs, Secretary

Date

## **Resolution #2020-01 – Larry Bent Life Membership**



#### Resolution #2020-01 - Larry Bent Life Membership

WHEREAS, Head Golf Professional Mr. Larry Bent has been employed at McNary Golf Club since March 6, 1976 having served our club for over four (4) decades.

WHEREAS, Mr. Bent has recruited, taught, coached, and developed countless number of golfers in his more than 44 years at McNary Golf Club.

WHEREAS, Mr. Bent commands the respect of so many former assistants, player services personnel, and junior golfers that the majority of them still call him Mr. Bent.

WHEREAS, Mr. Bent is also known widely in the Keizer community at large as "McNary Larry".

WHEREAS, you can often find Mr. Bent joyfully singing his way around the golf shop while performing his many duties.

WHEREAS, the Equity Members of McNary Golf Club cannot envision our Club without the presence of Mr. Bent.

THEREFORE, BE IT RESOLVED that the Board of Directors designate Mr. Larry Bent as a *Life Member* of McNary Golf Club granting him access to the amenities of a Full Family Equity Membership so long as the golf course is owned by the Equity Members.

APPROVED, this 20th day of May 2020.

SUBMITTED BY: Jeff Jones, Past President

ADOPTED BY BOARD OF DIRECTORS:

Todd Petzel, President

Date

Mark Piercy, Secretary

Date

## **Resolution #2020-02 – Capital Dues Implementation**



#### Resolution #2020-02 - Capital Dues Implementation

WHEREAS, McNary Golf Club conducted a Capital Reserve Study with Golf Club Reserves, LLC in February 2020 to assess Capital maintenance of the Golf course and the facilities.

WHEREAS, In April 2020 Golf Club Reserve, LLC delivered its findings which laid out a capital maintenance strategy for the next 30 years, which requires McNary Golf Club to reinvest over \$2.5M in capital maintenance to revitalize the course and its facilities.

WHEREAS, The Board of Directors along with members of the finance committee met in July 2020 to discuss the way forward, and how to best implement a capital maintenance strategy that best suits McNary Golf Club.

WHEREAS, The Board of Directors in concert with the Finance committee determined that McNary Golf Club needs to set aside between \$50K-\$100K in capital maintenance dollars annually to start tackling critical capital maintenance.

WHEREAS, All proceeds from the McNary Golf Club capital dues program will be set-aside to execute the capital maintenance strategy.

THEREFORE, BE IT RESOLVED that the Board of Directors determined the implementation and execution of capital dues in the amount of \$120 per year (\$10 per month) starting January 1\* 2021 and here on forward.

APPROVED, this 21st day of October 2020.

SUBMITTED BY: Todd Petzel, President

ADOPTED BY BOARD OF DIRECTORS:

Todd Petzel, President

Date

Mark Piercy, Secretary

Date