

## **APP II. BOARD OF DIRECTORS, OFFICERS & APPOINTMENTS**

Amended December 14, 2013 Amended January 13, 2015, Amended May 8, 2018, Amended March 12, 2019,  
Amended April 9, 2019, Amended June 11, 2019, Amended March 10, 2020, Amended June 8, 2021, Amended March 14, 2023

### **A. Authority and Jurisdiction**

**1. General Powers.** The Board of Directors shall exercise all powers and duties of the Association (CC&Rs Art. V Sec. 1 & 2 and Bylaws Art. VI Sec. 16) except if specifically limited by the Project Documents or RCW 64.38.025. It may appoint committees and delegate powers and authority of the Board to such committees in the management of the business and affairs of the Association except as specifically prohibited in the Bylaws Art VI. Sec. 15. The Board may delegate its powers to committees, officers, or employees, employ a manager or other persons, contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association as set forth in CC&Rs Art V. Sec. 1 (g).

**2. Specific Responsibilities Mandated by the CC&Rs.** The Board shall:

- a. Maintain architectural control (CC&Rs Art V. Sec. I (i));
- b. Adopt and promulgate Architectural Standards mutually with the Architectural Committee (CC&Rs VIII. Sec. 3);
- c. The Architectural Committee shall be appointed by the Board (CC&Rs Art VIII. Sec. 1);
- d. Rule on final decisions by the Architectural Committee that are appealed and give written decisions within 45 days (CC&Rs VIII. Sec. 6);
- e. Set assessments and time of payment (CC&Rs Art VI. Sec. 3.);
- f. Determine who pays for clearing, tree removal or limbing in the Common Area (CC&Rs IV. B. Sec. 15);
- g. Regulate the management, operations, control and use by members, families, guests, and tenants of Common Area (CC&Rs Art I, Sec. 16 and 32 and Art IV A, Sec.3.); (The Board delegated administration of the Rules and Regulations covering the Common Areas and Facilities, burning, use of firearms, explosives and fireworks to the General Manager and staff.);
- h. Adopt and promulgate Rules and Regulations including the establishment of a system of fines or penalties enforceable as Special Assessments (CC&Rs Art V, Sec. 1 (a) and Art I, Sec. 32.) to regulate the management, operations, control and use of and assignment of the right to use Common Areas and facilities (CC&Rs Art I, Sec. 16 and 32, Art IV A, Sec. 3, and Art V. Sec. 2), maintenance of neat, clean and non- hazardous conditions of unimproved lots (CC&Rs Art IX, Sec. 2 (b), regulation of parking of trucks, trailers, RVs and boats (CC&Rs Art IV B, Sec. 6);
- i. Enforce the Project Documents including exclusive right to enforce assessment liens and the Rules and Regulations (CC&Rs XX, Sec. 1.);
- j. Approve in advance subdivisions or time-shares or other divisions of residential lots (CC&Rs IV. D, Sec. 3).

**3. Specific Responsibilities Authorized by the CC&Rs.** The Board and Association may:

- a. Modify or change the definition of family (CC&Rs Art II, Sec. 3);
- b. Suspend voting rights and rights to use recreational facilities for unpaid assessments and infractions of the Rules and Regulations and Project Documents (CC&Rs Art IV A, Sec. 7);
- c. Approve the use of easements and rights-of-way (CC&Rs Art IV B, Sec. 3);
- d. Set fines and penalties for clear cutting and tree removal (CC&Rs IV B Sec. 8);
- e. Remove and replace members of committees (CC&Rs Art VIII, Sec. 1 and Bylaws Article VI Section 15);
- f. Charge fees for use of recreational facilities based on usage and wear and tear (CC&Rs Art IV A, Sec. 6).

**4. Ethics and Standards of Conduct.** In conducting Board business, Directors shall:

- a. Uphold the Association's governing documents and statutory requirements.
- b. Act on behalf of the Association as a whole without regard for any personal or minority interest.
- c. Perform duties without bias or prejudice for or against any individual or group of owners.
- d. Encourage and consider input from the membership.
- e. Before rendering a decision or acting on a proposal, the Directors should:
  - 1. independently investigate and evaluate facts;
  - 2. consult with outside experts when necessary; and
  - 3. rely on information, reports or statements of such experts, rather than personal opinions, personal preferences, or personal bias.
- f. Conduct business with full transparency, except where prohibited by the governing documents.
- g. Speak with one voice, supporting all duly adopted Board decisions even if an individual view was in the minority.
- h. Respect the privacy of personal information about any association owner, resident or employee that had been obtained in the performance of Board duties.
- i. Maintain confidentiality of owner, resident or other third-party discussions, decisions and comments made at any meeting of the Board properly closed or held in executive session.
- j. Forthrightly present known facts involving Association business.
- k. Refuse to accept gifts or gratuities that clearly are meant to influence a Board decision.

## **B. Board Organization, Election of Officers, Participation and Replacement of a Board Member**

**Organization.** Immediately following each Annual Meeting, the Board shall hold a regular meeting for the purpose of organization, election of officers and the transaction of other business including, by seniority of Board Membership, Committee assignments, and designation of monthly Board Correspondents. Additional notice is not required. (Bylaws Art VI Directors. Sec. 4. APP II – 1, Position Description for Directors).

**1. Election of Officers.** The terms and responsibilities of the offices of President, Vice President and Secretary are set forth in the Bylaws Art VI and VII. Any person may hold more than one office provided that neither the Secretary nor the Chief Financial Officer may serve concurrently as the President. (Position Description for President, APP II-3; Position Description for Vice President, APP II-4, and Position Description for Secretary, APP II-5).

**2. Participation of Board and Committee Members.** Directors who have a vested interest in an issue shall refrain from voting on such matters. Directors who serve on a committee shall not serve as a Board member during an Appeal or Non-compliance Hearing related to their committee. The President shall vote and participate in debate during any meeting except the Annual Meeting in which case the President shall turn the chair over to the Vice President or appropriate temporary occupant if he or she wishes to participate in debate or if a motion refers only to the presiding officer.

**3. Replacement of a Board Member.** When a vacancy is created on the Board for longer than six months remaining in the departing Directors term by resignation, death, or removal for failure to attend Board meetings, the following procedure shall apply.

- a. An article shall be placed in the Kala Pointer stating that there is a Board vacancy and all those interested in being considered for the open position should notify the Kala Point office in writing within 30 days.
- b. The Board shall request the Election Committee to submit to the Board a list of individuals who have volunteered to fill unexpired Board terms and who currently would accept the position if elected by the Board.
- c. The Board shall compile the slate of candidates from the results of (a) and (b) above. The Board may, at its discretion, meet with the candidates individually or as a group to answer questions, explain duties, responsibilities and time commitment requirements. The Board will then fill the vacancy by majority vote per ART VI, Sec. 2 (e), of the Bylaws, amended July 12, 1998.
- d. In the case of a vacancy of less than six months, the Board may allow the vacancy to go unfilled or appoint a new Director following the procedures above. The decision to fill or not fill a vacancy shall be taken in open session at the first Board meeting following the announcement of the vacancy.

**NOTE:** If the Board chooses to temporarily replace a Board member who was removed from office by a vote of the membership per Article VI, Section 2 of the Bylaws, the above procedure shall be followed.

### **C. Appointment of a Chief Financial Officer**

The KPOA Bylaws authorize a Chief Financial Officer as one of the Association's officers in Article VII, Section 1. The CFO may not serve concurrently as the President. Bylaws, Article VII, Section 9 of this Article covers the overall duties and responsibilities of this position. (See APP II-5 - Position Description for CHIEF FINANCIAL OFFICER, for the details of this position's responsibility, authority and duties).

### **D. Appointment of a General Manager**

The Board established the position of General Manager and delegated to this position responsibility for:

1. The management, operations, control and use of Common Area. (See APP II-9 Grounds Maintenance Plan for KPOA Common Areas)
2. The management and administration of Board approved services to the Members, Committees and Board; (See APP II-11, Association Calendar)
3. The administration of the Rules and Regulations covering the Common Areas and Facilities, burning, use of firearms, explosives and fireworks. The Architectural Committee delegated administrative responsibility for the Sign Policy to the General Manager. (See APP X Position Description for the General Manager; and APP II-9 Grounds Maintenance Plan for KPOA Common Areas).

### **E. Mission**

The Mission of the Kala Point Owner's Association is to maintain the quality of life at Kala Point while enhancing and protecting the value, desirability, and attractiveness of the property and to continue providing the current level of operating maintenance services with a minimum increase in regular assessments by implementing an annual cost containment program. Consideration will be given to the overall impact on the community as Kala Point nears full occupancy. The Association's financial projections shall serve as the forecast for maintenance, service and capital improvements.

### **F. Statement of Goals**

The Board approves goals annually in conjunction with adoption of the Budget and financial projections. The Board may delegate some of its goals to Committees or appointees, which shall become the mission of that committee or appointee.

### **G. Procedure: Board Meetings, Minutes and Reports**

1. **Regular Meetings.** The Board shall usually hold its Regular Meeting on the second Tuesday of every month at the Kala Point Clubhouse. An Agenda shall be posted at mailbox sites and KPOA website at least three days prior to the meeting. Copies of written minutes shall be kept by the Secretary and made available to any Member upon request. A mailing charge may apply.

2. **Special Meetings.** The President, or if he or she is absent or unable or refuses to act, the Vice President or two Directors may call special meetings for any purpose. Special Meetings shall be noticed, conducted, and recorded as set forth in Bylaws Art VI Sec. 6.
3. **Executive Sessions.** Business relating to personnel, litigation and similar matters may be conducted in closed Executive Session, with approval of a majority of a quorum of its members as set forth in RCW 64.38.035 (2) and Bylaws Art VI Sec. 12 (b) and the Secretary shall record the session in Executive Minutes which shall be submitted to the Directors for additions, corrections or deletions in advance of the next Board meeting. Because minutes of Executive Sessions may be discussed only during Executive Sessions, they may only be approved or rejected at a regular or special meeting.
4. **Board Minutes.** The Board of Directors shall keep minutes of all actions taken by the Board, which shall be available to all owners. Board resolutions shall be numbered to include the last two digits of the calendar year as a prefix. In addition to the meeting minutes, the Association shall preserve and make available to the membership, the video and voice recordings of the open Board meetings.
5. **Board Reports.** The Board shall report to the Membership through the Kala Point newsletter and through other meetings or publications, as the Board deems appropriate. The report is an abbreviated version of the Official Board Minutes, written by the Board Secretary and is not intended to function as an editorial or opinion column. The report shall contain only factual content as do all other Committee reports and should be constructed as follows:
  - a. Informally written in a factual and abbreviated manner.
  - b. Address old and new agenda items and outcome.
  - c. Address the significant items of the General Managers financial report.
  - d. Highlight any upcoming social, emergency, amenity closure or construction events.
  - e. Be devoid of comments that could be perceived as biased or are of a personal nature and that might suggest that they are the opinion of all Board members or the official opinion of the Board as a whole.
  - f. Close with a comment that fuller details are available in the official minutes or the recording.
  - g. Consider using a bullet format for ease of reading.

## **H.Procedure: Standing Committees Meetings, Minutes, and Reports.**

The Board may appoint Standing and Special Committees and may delegate any power and authority of the Board except those restricted by the Project Documents.

1. **Standing Committees.** Standing Committees may include but are not limited to Architectural, BMAC, Communications, Elections, Finance, Grounds, Internal Control, Personnel, Publications, Emergency Preparedness, Social Plus, Strategic Planning, and Tree Committees. Per RCW 24.03A.575 standing committees are designated as either a Committee of the Board, or an Advisory Committee. Committees may annually request a change in designation. The request shall be submitted to the Board 45 days prior to annual organizational meeting of the Board.

**2. Committee of the Board.** Committees are designated as a Committee of the Board (CoB) when one or more functions/responsibilities of the Board have been delegated to the committee. Each CoB shall have three Directors assigned, two as Board Representatives and one as an alternate. The quorum to hold a meeting of a CoB is two Directors. The third Director shall attend whenever needed to achieve a quorum or when a split vote is anticipated.

- a. Only Directors may vote to approve committee resolutions. Directors shall engage with volunteer committee members to establish trust and mutual understanding of the issues involved.
- b. Committee volunteers may by consensus, appeal to the Board, any vote of the assigned Directors by communicating any such desire to any Board Officer 48 hours prior to the next meeting of the Board. Additionally, a committee may request the Board to consider assigning different Directors.

**3. Advisory Committee.** Any committee, not designated as a CoB by the Board shall function as an advisory committee. Advisory committees shall submit all decisions to the full Board for approval, by inclusion in their minutes. One of the assigned Directors shall report to the Board any decisions requiring approval.

- a. All advisory committees will include a minimum of two Board members. One Board member will be termed the Board representative, be a voting member of the committee, be responsible to assure the committee observes all governing documents and report on committee activities to the Board at their monthly meetings. The Board Alternate will assist the Board representative, participate in all discussions, act as Board representative if the Board representative is absent. See APP II-1A for other representative duties.
- b. Committee membership for the Personnel and Strategic Planning Committees shall be as specified in this APP and APP X and APP XIV respectively.

**4. General.** All committees shall submit their minutes to an assigned Director who shall submit a summary to the Board and the Kala Pointer for publication.

- a. Standing Committees shall be reorganized and elect a chair annually following the Association's Annual Meeting. Standing Committees, except the Architectural Committee, shall be composed of two or more Members appointed by the Board in addition to two Directors as set forth in amended Bylaws Art VI, Sec. 15. The Architectural Committee shall be composed of three or more members in addition to two Directors (CC&Rs Art. VIII Sec. 1 and amended Bylaws Article VI, Sec. 15). The Board President is ex-officio member of all standing committees (Bylaws Art. VII Sec. 6)

- b. Standing Committees shall meet at least quarterly. Committee meetings, except those relating to personnel, litigation or similar matters are open to all members and shall be recorded in written minutes as set forth in Bylaws Art VI Sec. 15. The Directors assigned to the Committees shall ensure that minutes are submitted to the Board prior to its regular monthly Board meeting and to the KPOA staff to be posted on the committee's website landing page.
- c. Standing Committees shall annually review their Committee Objectives and submit such desired APP changes to the Board of Directors for approval at its April Board Meeting.
- d. Many if not all committees may have alternates who are to be approved by the Board. Alternates are to attend committee meetings, learn the operations of the committee, become familiar with the appropriate governing documents and in the absence of a regular member where a quorum has not been reached will serve as a full voting member. When there are a number of alternates and a fill-in is necessary to achieve a quorum the most senior, in tenure, alternate will be appointed to the position and tenure seniority will be followed if more than one alternate is needed.

**5. Special Committees.** The Board may appoint Special Committees on an ad-hoc basis. The Special Committee shall be composed of at least three members who may be Directors, Members or others. The Committees shall meet and report as directed by the Board. Special Committees are advisory.

## **I. Appeal of Committee Decisions**

If a committee decision should be appealed to the Board both representatives to the committee will participate in hearing and discussion. If the Board goes into Executive Session to decide the appeal any primary Board Representatives who voted on the original decision at the time of such appeal will be recused. The Board Alternate may participate in the decision-making process and have the right to vote on the appeal provided they did not vote on the original decision. The Board representative to the BMAC Committee will be limited to an advisory role and will not vote on decisions in the development of Committee recommendations.

## **J. Annual Membership Meeting**

The President and General Manager, with Board approval, shall organize the Annual Meeting, which shall be noticed and conducted in December of each calendar year as set forth in RCW 64.38.035 and Bylaws Art V Sec. 2. Its business shall include but is not limited to: Election of Directors; Reports from the President, Chief Financial Officer, and General Manager; and Recognition of Volunteer Service to the Association. Member meeting minutes will be accepted by The Board of Directors at their next regularly scheduled meeting and approved by the membership at the next annual membership meeting.

**APP II-1**  
**POSITION DESCRIPTION FOR**  
**DIRECTOR**

Amended June 17, 2003, Amended May 8, 2018  
Amended March 14, 2023

**A. General Responsibility and Authority**

Directors have fiduciary and management responsibility over all Association powers, duties, business, and affairs except as specifically limited by the Project Documents. CC&Rs Art IV, Sec. 1 and 2 and in the Bylaws, Art VI, Sec.16. Terms and responsibilities are set forth in the Bylaws Art VI and VII.

**B. Duties**

1. Shall manage the affairs of the Association (Bylaws Art VI, Sec. 16).
2. Shall carry out or delegate to committees (Bylaws Art VI, Sec. 15), officers (Bylaws Art VII) or employees, the obligations of the Association (Bylaws Art V, Sec.1).
3. Shall enforce the provisions of the Project Documents by appropriate means. (CC&Rs Art. V, Sec., 1A and CC&Rs Art. XX, Sec. 1.).
4. Shall prepare for and attend Board meetings. Absence from four consecutive meetings may result in loss of position. (Bylaws Art. VI, Sec. 2).
5. Shall serve as Board correspondent for at least one month a year.
6. Immediately following each Annual Meeting, the Board shall hold a regular meeting for the purpose of organization, election of officers and the transaction of other business including, by seniority of Board Membership, Committee assignments, and designation of monthly Board Correspondents. Additional notice is not required. (Bylaws Art VI Directors. Sec. 4. and APP II.B.1. – Board Organization).
7. Shall serve as Board representative and voting member of at least one Standing Committee and shall ensure that the Board receives Committee minutes and reports including the Committee's Membership List and Current Objectives. Submission of Committee Action Plans and Year End Reports is at the Committee's discretion, unless otherwise requested by the Board. Year End Reports are to be submitted prior to the Annual Meeting. Membership Lists, Current Objectives and Action Plans are due by the April Board Meeting.
8. Shall serve on other committees and perform other duties as requested by Board.



**APP II-1A**  
**DUTIES OF BOARD REPRESENTATIVES TO KPOA COMMITTEES**

Amended May 20, 2003, Amended February 12, 2013

Amended May 8, 2018

Amended March 14, 2023

The Board of Directors has a fiduciary responsibility to protect, enhance and preserve Association property and to enforce the Association's CC&Rs, Architectural Standards, Rules and Regulations and Policies and Procedures. As a Representative, the Director has a greater responsibility to ensure that both Board and Committee actions meet the above responsibilities. Normally each Director is assigned as representative to and a voting member of one or more Committees for several reasons:

1. To ensure that governing documents are properly implemented.
2. To ensure good Board/Committee communications.
3. To ensure proper coordination with other committees, administration and the Board.

Accordingly, the Representative shall ensure that:

- a. Committees are fully familiar with the appropriate governing documents as they pertain to the Committee and that Committee objectives, policies and procedures are kept up to date. Annual review by each committee shall occur between February 1 and April 1 each year. Any changes are to be reported to the Board.
- b. Committee decisions are made with a quorum and minutes of all meetings are submitted to the KPOA office.
- c. Committee minutes accurately reflect committee decisions, concerns and achievements.
- d. Committee members abstain from voting on any matter with which they may have a conflict of interest and that the minutes state the reason for the abstention.
- e. Committees make no contractual commitment on behalf of the Association.
- f. Committees do not expend or commit Association funds unless specifically covered in the budget or approved by the General Manager or the President.
- g. Committee actions are taken with appropriate concern for the legal and/or liability implications. If in doubt, the matter should be referred to the General Manager or the President.
- h. Committee communications with KPOA members are accomplished with tact and sensitivity.
- i. Committee activities which overlap those of other committees are carefully coordinated; and if possible, the overlap is eliminated.
- j. Committees receive all necessary support from the Board and from the General Manager.
- k. Committees respond in a timely way to requests from the Board or the General Manager.
- l. Committees are maintained at full membership and new members recruited as needed.
- m. Committee membership changes are delivered to the KPOA Office.
- n. The KPOA Board Secretary and the KPOA Office shall be notified of outgoing members of KPOA Committees. Refer to APP II-21, Committee Membership Acknowledgement.

**APP II-2**  
**POSITION DESCRIPTION FOR**  
**PRESIDENT**

Amended May 20, 2003,  
Amended May 8, 2018  
Amended March 14, 2023

**General Responsibility and Authority**

The terms and responsibilities of the office of President are set forth in the Bylaws (Art VI, Sec. 1 and Art VII, Sec. 6) General responsibility shall include the usual executive powers of supervision and management such as may pertain to the office of President.

**Duties**

1. Shall serve as chair of the Board and Association.
2. Shall, with the General Manager, organize the Annual Meeting, and shall report to the Membership through the Annual Report, the *Kala Point Highlights*, and through other meetings or publications as the Board deems appropriate.
3. Shall serve as member of the Personnel Committee, may serve as a Board representative and voting member of a Standing Committee and shall serve ex officio on all other committees.
4. Shall supervise the General Manager.
5. Shall execute with the Secretary all legal documents of the Association.
6. Shall have check signing authority and be thoroughly familiar with APP VII-12 (Check Signing Procedures).
7. Shall serve as the KPOA point-of-contact on media inquiries.
8. Shall have such other powers and duties as designated by the Board.

**APP II-3**  
**POSITION DESCRIPTION FOR**  
**VICE PRESIDENT**  
**Amended May 20, 2003,**  
**Amended March 14, 2023**

**General Responsibility and Authority**

The terms and responsibilities of the office of Vice President are set forth in the Bylaws (Art VI, Sec. 1 and VII, Sec. 7) General responsibility shall include assuming the duties of the office of President if a vacancy occurs in that office.

**Duties**

1. Shall perform the duties of President in all cases in which the president is unable to serve.
2. Shall serve as alternate to the President and assist in such matters as may be delegated by the President or by the Board of Directors.
3. Shall have check signing authority and be thoroughly familiar with APP VII-12 (Check Signing Procedures).
4. Shall have such other powers and duties as designated by the Board.
5. Shall serve as a member of the Personnel Committee.

**APP II-4**  
**POSITION DESCRIPTION FOR**  
**SECRETARY**

Amended May 20, 2003,  
Amended March 14, 2023

**General Responsibility and Authority**

The terms and responsibilities of the office of Secretary are set forth in the Bylaws Art VI, Sec. 1 and VII, Sec. 8. General responsibility shall include the usual record-keeping duties of the office.

**Duties**

1. Shall execute, with the President, all legal documents of the Association.
2. Shall prepare or delegate the preparation of the minutes of all Board meetings and the Annual Meeting.
3. Shall have check signing authority and be thoroughly familiar with APP VII-12 (Check Signing Procedures).
4. Shall have such other powers and duties as designated by the Board.

**APP II-5**  
**POSITION DESCRIPTION FOR**  
**CHIEF FINANCIAL OFFICER**

Amended April 14, 2009  
Amended March 14, 2023

**General Responsibility and Authority.**

The terms and responsibilities of the office of the Chief Financial Officer are set forth in the Bylaws (Art. VI, Sec. 1 and Art. VII, Section 9) General responsibility shall include the management and administration of the Association's financial matters.

**Duties**

1. Chair the Finance Committee and oversee the duties assigned to the Finance Committee, in accordance with the Finance Committee APP VII.
2. Manage operating and reserve funds for maximum returns within strict pre-approved investment disciplines, maintaining appropriate liquidity levels.
3. Coordinate with the General Manager with respect to financial matters.
4. Have principal check signing authority and primary responsibility for financial institution relationships and associated controls.
5. Consult with independent certified public accountants regarding financial reporting and income tax matters and ensure correct and timely filing of income and payroll taxes.
6. Approve all draft and final budgets before presentation to the board or membership. Ensure that the Finance Committee, through a resolution, approves all draft and final budgets before presentation to the board or membership.
7. Present written status reports as directed by the Board.
8. After Board approval, file liens to secure late assessments.
9. Prepare for Finance Committee approval:
  - a. a financial report to the membership for the Budget Ratification Meeting and the Annual Meeting which are subject to Board approval before mailing;
  - b. the Budget Ratification Resolution for inclusion in the Budget Ratification Meeting Ballot;
  - c. the IRS 70-604 ruling decision for inclusion in the Annual Meeting Ballot.
10. Coordinate with the Chair of the ICC on scheduling an independent periodic audit.
11. Shall serve on the Personnel Committee.

**APP II-6**  
**GROUNDS MAINTENANCE PLAN**  
**FOR KPOA COMMON AREAS**  
Amended May 11, 2010  
Amended January 13, 2015, Amended  
October 13, 2015  
Amended March 14, 2023

**A. Introduction**

Every owner shares in the use of the Common Areas. It is the responsibility of the Association to maintain and manage the Common Areas and amenities. The Grounds Maintenance Plan is developed by the General Manager, reviewed and recommended to the Board by the Grounds Committee. The maintenance goal is to preserve and enhance the value, safety, aesthetics of woods, and native plants of the Common Areas. All maintenance responsibilities are delegated to the General Manager and staff unless otherwise stated below.

**B. Purpose**

- a. Preserve and enhance the property and its value for the benefit of the individual owners.
- b. Protect against major expenditures and unexpected repairs.
- c. Ensure that high safety standards are followed per OSHA (Occupational Safety and Health Administration) regulations.
- d. When possible, consider options to improve environment and aesthetics for the benefit of Kala Point.

**C. Types of Maintenance Activities**

There are four basic types of maintenance activities or programs: Routine, Preventative, Deferred and Emergency.

The General Manager shall prepare and maintain maintenance plans for each of the four types of maintenance.

**APP -7**  
**Association Calendar**  
**Amended November 8, 2011, Amended May 8, 2018, Amended March 14, 2023**

<b>January</b>		
January Board Meeting	Board	Goal setting session
January 15	Finance Committee/GM	Deadline for receiving First Half or Full Assessment Payments
January 31	Finance Committee/GM	Books closed and delivered to Accountant
January 31	CFO/General Manager	Quarterly Employment Tax Report prepared by PayChex Inc.
January 31	General Manager	Sprint Lease Renewal Notice
<b>February</b>		
February 1	General Manager	Sprint Lease Increase each year (2%)
Friday before Board Meeting	CFO/General Manager	Fourth Quarter Financial Report Friday before Regular Board Meeting
February 15	CFO/General Manager/Board	Unpaid assessments delinquent
February 16	CFO/General Manager	Assessments late notices with impending lien information mailed
<b>March</b>		
March 1	Personnel Committee	Wage Survey
March 1	General Manager	Sprint Certificate of Insurance Due
March 15	CFO/Finance/Board	File Income Tax report
<b>April</b>		
1st Friday of Month	CFO/General Manager	First Quarter Financial Report Friday before Regular Board Meeting
April 1	Board/General Manager	Target date for Pool opening
April 15	General Manager	Verizon Certificate of Insurance Due
April 30	CFO/General Manager	Quarterly Employment Tax Report; Prepared & filed by PayChex Inc.
<b>May</b>		
May 1	Administration	RV Storage/Small Boat Rental billing first week of May and due by May 30
May 16	CFO/General Manager	Assessments late notices with impending lien information mailed
<b>June</b>		
June 1	General Manager	Conduct Annual Evaluations of Non-Exempt Employees
June 1	Personnel/Board Chair	Conduct Evaluation of the General Manager – Six month
June 1	Personnel/Board Chair	Review salary ranges, to be approved by June 1 & approved at June Board Meeting
June Board Meeting	General Manager/CFO	Request to approve filing liens on continued delinquencies
June Board Meeting	Board	Approve salary /compensation for following year at June Board Meeting

<b>July</b>		
1 <sup>st</sup> Friday of Month	CFO/General Manager	Second Quarter Financial Report Friday before Regular Board Meeting
July Finance Meeting	General Manager/CFO	Submit First Draft Budget and Financial Projections to the Finance Committee
July Board Meeting	General Manager/CFO	Requesting input for Committee Budgets
July 31	General Manager/CFO	Quarterly Employment Tax Report; Prepared & filed by PayChex Inc.
July 31	General Manager	Review Insurance, (Property/Medical)
<b>August</b>		
August Board Meeting	General Manager/CFO	Budget Input due at Board and Committees
August Board Meeting	General Manager/Board	Set “Date of Record for Ownership” for vote on Budget; eligibility for Budget Ratification Vote (October 15).
August Board Meeting	Board	Prepare Board proposed Resolutions for Membership Meeting. IRS, Audit, Reserve Study, and Wage Study
August 15	General Manager	Review/update Grounds Maintenance Plan.
August 26	Membership/Board	Submit Member Proposed Resolutions for Membership Meeting to KPOA Office
August 31, 2012, 2017, 2022	General Manager	Verizon Lease expires. 5yr renewal at Verizon’s option
<b>September</b>		
September 1	General Manager	Verizon increase due
September 15	General Manager	Board Candidate(s) timely declared submittal letter Deadline
<b>October</b>		
October 1	General Manager	Prepare/Update Membership Meeting Notice & Voting Instructions
October 1	General Manger/Elections Trust	Approve the SOW for Online Voting
1 <sup>st</sup> Friday of Month	CFO/General Manager	Third Quarter Financial Report Friday before Regular Board Meeting
1 <sup>st</sup> Friday of Month	CFO/General Manager	Submit Budget & Financial Projections to the Board Friday before Regular Board Meeting
Prior to the October Board Meeting	Elections Committee & Board	Timely-declared candidates will meet with the Elections Committee and Board of Directors
October Board Meeting	Board	Finalize Board proposed Resolution wording for Membership Meeting
October 15	Board/General Manager	Target Date for Pool Closure
October 16	General Manger/Elections Trust	Establish the Mailing List of the KPOA Eligible Voting Members
October 19	Elections Committee & KalaPointer	Submit article to the Kala Pointer regarding Budget Ratification Meeting and the candidates Biographies sheets



Budget Presentation Meeting 2nd Tuesday in Oct	CFO/General Manager/Board	Adoption of the Budget & Assessments
October 31	Administration/GM	Notify owners of suspended voting privileges
October 31	CFO/General Manager	Membership CFO letter/Budget received by KPOA Office
October 31	CFO/General Manager	Quarterly Employment Tax Report: Prepared and filed by PayChex Inc.
<b>November</b>		
November 1	Board Secretary	Sign & approve Annual & Budget Ratification Meeting Notice
November 1	Administration	Enter Assessments Billing into QBS
November 1	Administration	Print Budget Ratification Meeting pamphlet
November 1	Corporate Secretary/ Administration	Affidavit of Mailing
November 1	General Manager/Elections Trust	Design, Test, and Host a Secure Credentials-Access E-Voting Site
3rd Monday in November	Administration/General Manager	Verify and Mail Envelopes for each eligible owner
3rd Monday in November	General Manager	Open E-Voting Site
1st Friday of Month	CFO/General Manager	Quarterly Financial Report - Submit Friday before Regular Board Meeting
<b>December</b>		
Day prior to the Annual Meeting	General Manager/Elections Trust	Close on-line Balloting. Results of Election will be emailed to the General Manager that evening
2nd Tuesday in December	Board/Elections/Administration	Annual Membership & Budget Ratification Meeting
2nd Tuesday in December	Board of Directors	Voting Board Officers, Committee Reps, Correspondence, Finance Resolution for Banking Institutions.
Day following December Board Meeting	Elections Committee/ Administration	Post Budget Ratification Results
December 31	General Manager	Obtain new Signature Cards for Board officers

**APP II-8A**  
**CLUBHOUSE AND BEACH USAGE POLICY**  
Adopted June 16, 1992  
Amended November 13, 2012, Amended February 12, 2012  
Amended October 13, 2015, Amended March 13, 2018

**Purpose:**

To establish a precept for reserved use of the Clubhouse and Beach area.

**Introduction:**

The Clubhouse has two rooms that are made available to members for reservations: the Fireplace room and the Main room. **KPOA does not take reservations for the Swimming pool.** The beach area has two picnic areas: one next to the playground and the other next to the gazebo. These facilities are intended for the use and enjoyment of KPOA members and their guests. All rental or reserved use must be sponsored by a KPOA member, in good standing, or by a tenant with a current "Transfer of Privileges" form on file with the KPOA office. All reservations must be approved by KPOA staff.

The sponsor of the activity must be in attendance at all times. Any activity being sponsored cannot solicit funds, membership, or conduct business transactions. Exceptions are KPOA committee sponsored events that: (a) benefit local charities (*e.g., United Good Neighbors*), (b) benefit local government agencies (*e.g., fire district*), (c) benefit KPOA organizations (*e.g. Social Plus Committee*). KPOA Committees may charge a fee to cover expenses for events that benefit the KPOA membership in general without prior approval of the Board of Directors. The Board of Directors may approve exceptions that benefit KPOA membership in general.

Request form (see attached) shall be submitted two weeks prior to the planned activity. Open meetings shall be posted on the Association bulletin boards two weeks before the meeting. The notice will be placed by staff. Private functions require no posting.

The Kala Point Rules and Regulations shall be followed at all times by members and their guests (copy attached).

**Reservations (No Refundable Deposit Fee Charged)**

1. There is no refundable deposit charge for use of facilities by KPOA groups such as the KPOA sub-associations, KPOA committees, and KPOA-recognized interest groups.
2. The Clubhouse or the beach areas may be used by Kala Point members for courses, lectures, and seminars of educational, cultural or social value. However, the activity must be open to all KPOA members.

**Rentals**

1. KPOA members may sponsor rental of the beach or Clubhouse facilities for private functions, meetings, and informational or educational seminars.
2. All rental requests must be submitted in writing two weeks prior to the planned activity and are subject to approval by the Manager.
3. A security deposit is required for all rentals, to be refunded after inspection by the Manager.
4. Deposits must be paid in advance.
5. Rental hours include set up and clean up.

**Hours are as follows:**

Beach Hours of use:	8 am - 10 pm
Clubhouse Hours of use:	9 am - 8 pm (Oct 16 <sup>th</sup> -Mar 31 <sup>st</sup> )
	9 am - 9 pm (April 1 <sup>st</sup> – Oct 15 <sup>th</sup> )

**Maximum Occupancy: Main Room - 143 people; Fireplace Room - 49 people; Game Room - 9 people**

**APP II-8B**  
**CLUBHOUSE RENTAL REQUEST**  
Amended September 14, 2010  
Amended February 10, 2015  
Amended October 13, 2015

Date of request: \_\_\_\_\_

Date of event: \_\_\_\_\_ From: \_\_\_\_\_ a.m. /p.m. To: \_\_\_\_\_ a.m./p.m.  
(Circle one) (Circle one)

Member Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Number of people expected for the event: \_\_\_\_\_

Event Group & Activity: \_\_\_\_\_

In addition to the Clubhouse Usage Policy on the reverse side of this form, the undersigned member agrees to abide by the following guidelines as well:

Members are responsible for their families and guests. Failure to observe the Rules & Regulations of Kala Point Owners' Association or the terms of this agreement may result in forfeiture of privileges and/or fines. Member further agrees to pay the replacement or repair costs in the case of any type of damage that may occur during the scheduled event.

Decorations are permitted with the use of tape or thumbtacks; nails and screws are not permitted. Clean up of the rooms rented is required.

Only the rooms that have been rented are available for use. **The swimming facilities are not included in this rental.** Setup and cleanup are included in the hours the rooms are rented.

The rental fee is as follows:

Location		Number of Hours	Refundable Deposit	Total \$
Beach Picnic Area			\$100	
Gazebo & Picnic Area			\$100	
Main Room & Fireplace Room			\$200	

**Total:** \_\_\_\_\_

Kala Point Owners' Association Approval:

Rental Agreement Accepted by:

\_\_\_\_\_  
Administrative Assistant (360) 385-0814

\_\_\_\_\_  
Kala Point Owners' Association Member

Date approved: \_\_\_\_\_

**APP II-9A**  
**RV STORAGE LOT USAGE POLICY**  
Amended May 5, 2003, Amended June 11, 2004, Amended March 10, 2020

**Introduction**

The following policy is adopted to assure equitable utilization of this limited resource. The KPOA General Manager is responsible for implementation and interpretation of these guidelines.

1. While spaces are primarily intended for RVs, utility vehicles and boats, other items may be stored with approval of the General Manager.
2. No structures will be permitted in the storage spaces.
3. Not more than one space will be allowed per membership unit. Proof of tenant ownership of personal property shall be required. If excess space is available, the manager may temporarily assign a tenant a second space. **Tenants shall not assign this Agreement or any interest under it, or sublet the Storage Space nor allow any other person to use said Storage Space.**
4. Non-resident lot and condo Members will be given equal access.
5. Timeshare tenants have space available to them in Storage Lot A, space A11. This space may be used only during their stay at Kala Point. Additional space may be available upon request.
6. If members have out of town guests visiting and need space to store their RV, trailer, etc. while at Kala Point, members may contact the KPOA office to see if space is available in a storage lot. Spaces will rent for \$5 per day if available.
7. A storage space left vacant for three (3) months will be assumed vacated unless written notice is given to the Association.
8. A storage space rental agreement is to be executed between the Association and the owner of the membership unit or renter of the membership unit. The agreement shall be for a 12-month term, renewable annually on June 1<sup>st</sup>, and have the description of the property listed in the space for auditing purposes. The space is non-transferable.
9. As the storage space is assigned for exclusive use, an annual fee is required.
10. Storage lot B has some limited water and electrical service which is provided for repairs and short-term hookups (less than 24-hours).

**APP II-9B**

**KALA POINT OWNERS' ASSOCIATION  
STORAGE SPACE RENTAL AGREEMENT**

**Adopted November 17, 1992, Amended June 11, 2013,  
March 10, 2020**

THIS STORAGE SPACE AGREEMENT is between Kala Point Owners' Association, a not-for-profit corporation (hereinafter referred to as the "Association") and «FirstName» «LastName» (hereinafter referred to as the "Tenant"). WITNESSETH:

WHEREAS, the Association is the owner of storage lots (hereinafter referred to as the "RV Lots"), intended primarily for RVs, utility vehicles and boats, situated upon certain real estate in the development commonly known as "Kala Point" in the County of Jefferson, State of Washington; and

WHEREAS, Tenant is the owner of a membership unit or a renter of a membership unit in said development; and

WHEREAS, the Association desires to lease to Tenant and Tenant desires to lease from the Association a Storage Space in the RV Lots for use in accordance with its intended purpose;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

**1. USE.** The Association agrees to permit Tenant to use and occupy an assigned Storage Space that measures **50'** designated by the Association as **Storage Space «c7StorageLotSpace2»** as shown on the map attached as exhibit "A" and incorporated herein by reference, and hereinafter referred to as "Storage Space" for the storage by Tenant of personal property described as hereinafter referred to as "Personal Property", and for no other purpose for the term stated in this agreement. No items other than as described herein shall be stored by Tenant in the Storage Space or otherwise on the RV Lots without prior approval by the Association as evidenced by an amendment to this agreement.

**2. TERM.** Tenant may use and occupy the Storage Space for a 1-year term commencing on the 1st day of June 1, 2013 and ending on May 31, 2014.

**3. STORAGE FEE.** Tenant shall pay the Association a fee of **\$130.00** per year, payable in advance, for the use of the Storage Space.

**4. IDENTIFICATION OF STORAGE.** All property stored in the Storage Space is to be listed in item 1 above. Tenant shall not place, store or deposit anything in any portion of the RV Lots other than the Storage Space. The Association hereby reserves the right at all times to re-designate the location of the Storage Space where Tenant's Personal Property shall be stored upon prior written notice to Tenant. Tenant shall allow the Association free access to the Storage Space for the purpose of making any needed repairs or maintenance. Any Storage Space left vacant for three (3) months will be assumed vacated unless written notice is given to the Association in the manner specified in Paragraph 12, below.

**5. COMPLIANCE WITH RULES AND REGULATIONS.** Tenant, Tenant's family, their servants, employees, invitees, visitors, guests and agents shall observe and comply with such rules and regulations as may be promulgated by the Association from time to time in regard to the use of the Storage Space. Tenant shall not disturb damage or move any property belonging to the Association or any other person, which Tenant may find in the RV Lots.

**6. WATER AND ELECTRICITY HOOKUPS.** The Association has provided water and electricity in storage lot B for the convenience of the Tenant, the usage of which is limited to repairs and short-term hookup (less than 24-hours). Abuse of this service, as determined by the Association, may result in the termination of this Agreement by the Association, as specified in Paragraph 13, below.

**7. HOLD HARMLESS.** It is understood and agreed by the Association and the Tenant that the storage fee payable hereunder is solely for the use of the storage space. Tenant hereby expressly acknowledges and agrees that the Association, its officers, directors, members, agents, and employees, and their successors and assigns shall not be liable to Tenant for injury to Tenant on account of loss or damage to Tenant's personal property stored in the storage space or on the RV Lots due to or occasioned by any cause whatsoever, except for those which may have been caused by sole the negligence of the Association, its employees or its agents, including without limitation, fire,

**8. FIRES OR CASUALTY.** In the event the Storage Space is rendered untenable by fire or other casualty, the Association may terminate this Agreement as of the date of said fire or casualty by giving notice to Tenant within thirty (30) days after said date and all obligations of the parties hereunder shall be adjusted as of the date of said fire or casualty.

**10. PAYMENT OF COSTS.** Tenant shall pay and discharge all reasonable costs, attorney's fees, and expenses that shall be made and incurred by the Association in enforcing the covenants and provisions of this Agreement.

**12. NOTICES.** Any notices by the Association to Tenant shall be deemed to be given if in writing and delivered personally to Tenant, or deposited in the U.S. Mail, addressed to Tenant at the address shown below Tenant's signature at the end of this document. The time of the giving of such notice shall be deemed to be the time when the same is delivered personally to Tenant, or deposited in the mail as provided above. Any notice by Tenant to the Association shall be deemed to be truly given if in writing, signed by Tenant and deposited in the U.S. Mail, to 1760 Kala Point Drive, Port Townsend, WA 98368, or to such other address as the Association may designate by notice given in accordance with the provisions of this paragraph.

**14. SEVERABILITY.** If any clause, phrase, provision, or portion of this Agreement shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement.

**16. ENTIRE AGREEMENT.** All promises, undertaking and Agreements of the parties hereto in respect to or relating to the subject matter of this Agreement are expressed and embodied herein.

## KALA POINT OWNERS' ASSOCIATION

Phone:

**Phone No:** \_\_\_\_\_

Year                  Color                  License Number:

**APP II-10A**  
**KPOA GATE CARD, TRANSMITTER,**  
**AND UTILITY ACCESS POLICY**

Amended September 18, 2002, Amended, May 8, 2012 Amended October 14, 2014, Amended  
November 14, 2017, Amended June 16, 2019

**Purpose:**

To provide members and staff a written policy and procedure that shall be followed when distributing gate cards, transmitters, and utility access codes.

**Policy:**

To assure the highest achievable level of security at the Kala Point entrance gate, the following policy will be in effect for all members and staff.

Gate cards and remote transmitters may only be sold to or provided to current KPOA members, who may or may not be residents of Kala Point, and to residents who may be leasing a rental unit or own a time share unit. Members may obtain a utility access code for personal use for out-of-town guests visiting or hosting an event. valid for a specified amount of time, not to exceed 30 days. There is no charge for this service. Members may also obtain a utility access code for use in a business manner with vendors, home health care or home improvement companies for a specified amount of time, not to exceed one year. Gate cards or remote transmitters may **not** be provided to contractors or service providers.

Contractors, service providers, commercial operations, businesses, etc. may obtain one utility access code per company/office for **business purposes only**, for a specified amount of time, not to exceed one year. There is no fee for this service.

If one of the qualified parties listed above purchases a remote opener from KPOA, they are allowed to use that opener to program other openers, either built-in to their vehicle or hand-held, but only for their personal use and/or the use of another qualified individual listed above, who is associated with their Unit/Lot number. Under no circumstances are any members or non-members, other than the KPOA Office Staff, allowed to sell gate cards or remote transmitters that have been pre-programmed to open Kala Point's security gate.

Anyone knowingly violating this policy will be subject to fines of up to \$1000 and/or penalties, as defined in Article I – COMPLIANCE & APPEALS, Section H, as a "Health & Safety" violation.

**Fees:**

KPOA currently charges members \$40 for a remote transmitter that will not program other remotes including vehicle accessory devices. As an alternative to the standard remote transmitter, KPOA offers a transmitter known to work with vehicle devices such as HomeLink® for \$55. New gate key cards are available for \$15; replacement for broken cards which are returned to the KPOA Office are \$10. Renters may be sold cards and/or transmitters if the owner of the property has signed a Transfer of Privileges document and submitted it to the KPOA Office.

Law enforcement, fire department, aid cars and mail carriers are provided utility access codes at no charge.

At the time of sale, the following information shall be recorded.

Item Sold:

- ☐ New Gate Card (#\_\_\_\_\_)
- ☐ Replacement Gate Card (#\_\_\_\_\_)
- ☐ Remote Transmitter (#\_\_\_\_\_)
- ☐ Utility Access Code (#\_\_\_\_\_)

Name: \_\_\_\_\_

Lot/Unit # (if applicable) \_\_\_\_\_

Date: \_\_\_\_\_

I received a copy of this policy and understand that I'm responsible to follow these guidelines.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**APP II – 10B**  
**Kala Point Owners' Association**  
**Utility Access Code Policy**  
**Amended September 18, 2002**  
**Amended May 8, 2012**  
**Amended February 2, 2013**  
**Amended October 14, 2014, Amended July 16, 2019**

Members may obtain a utility access code for personal use for out-of-town guests visiting or hosting an event. valid for a specified amount of time, not to exceed 30 days. There is no charge for this service. Members may also obtain a utility access code for use in a business manner with vendors, home health care, or home improvement companies for a specified amount of time, not to exceed one year.

Contractors, service providers, commercial operations, businesses, etc. may obtain one utility access code per company/office for **business purposes only**, for a specified amount of time, not to exceed one year. There is no fee for this service.

At the time of issuance, the following information shall be recorded.

Purpose of Utility Access Code:

- ☐ Members' personal use
- ☐ Member's business use
- ☐ Commercial business use

KPOA Owner Name: \_\_\_\_\_

Lot/Unit #: \_\_\_\_\_

Use/User Name(s): \_\_\_\_\_

OR

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Phone # \_\_\_\_\_

Tax ID # \_\_\_\_\_

Utility Access Code: \_\_\_\_\_

Access Period: \_\_\_\_\_

Issue Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

All utility access codes will expire at the end of their specified time. It is the responsibility of members and/or businesses to contact the KPOA office to receive a new utility access code before current code authorization expires. There is no automatic renewal of codes. Members and/or businesses that desire to obtain a code after theirs has expired can do so by contacting the KPOA Office at 360.385.0814.

Anyone knowingly violating this policy will be subject to fines of up to \$1000 and/or penalties, as defined in Article I – COMPLIANCE & APPEALS, Section H, as a “Health & Safety” violation.

**Warning: The roads within Kala Point are private and subject to the Rules & Regulations of the Kala Point Owners' Association. Your license to use these roads may be revoked if you do not comply with these Rules & Regulations.**

Purchaser Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized By (KPOA): \_\_\_\_\_

Date: \_\_\_\_\_

NOTE: For members and/or businesses that possess a current utility access code before the amended date of this policy (July 16, 2019), these revisions will become applicable after their current code/contract expires.

### **Instructions for Utility Access Code Usage**

**Use gate entry system located on the gatehouse island (left hand side) of the entrance lane. Push the “POUND” icon button once.**

**Enter 4-digit Utility Access Code (listed above). The entrance gate will open.**

**APP II-11A**  
**SMALL BOAT STORAGE POLICY**  
**Adopted March 21, 1995**  
**Amended August 12, 2014**

**Purpose:**

To provide a method to manage and regulate small boats being stored on the waterfront storage racks on KPOA common property in a fair and equitable manner.

**Introduction:**

The following policy is adopted to insure equitable use of this facility. The General Manager is responsible for implementation and interpretation of this policy. At this time, KPOA has 280 linear feet of boat storage space along the Kala Point beach. Because of the varying sizes and shapes of boats, it is not practical to assign specific spaces on the rack.

**Item:**

1. An annual storage fee of \$62 shall be charged for exclusive use of rack space. The term year shall run from June 1 - May 31. Fees are subject to change and shall be set annually by the Board.
2. KPOA registered boats shall be required to display appropriate registration decals, which will include the year and the unit number and changed annually. Unregistered boats shall not be permitted to be stored on the Kala Point waterfront.
3. Because space is limited, a waiting list shall be kept.
4. All improperly stored boats shall be removed by staff and impounded. A \$30 handling fee shall be assessed prior to releasing impounded boats. Those boats left unclaimed for 60 days shall be auctioned off by KPOA to the highest bidder.
5. Registered boats stored prior to the annual renewal date will have priority on available rack space.

**APP II-11B**  
**KALA POINT OWNERS' ASSOCIATION**  
**BOAT STORAGE SPACE RENTAL AGREEMENT**  
Adopted March 21, 1995  
Amended June 11, 2013

KPOA 2013/2014  
SMALL BOAT RENTAL  
Tag: REG #

THIS BOAT STORAGE SPACE AGREEMENT is between Kala Point Owners' Association, a not-for-profit corporation (hereinafter referred to as the "Association") and «FirstName» «LastName» (hereinafter referred to as the "Tenant").

WITNESSETH: WHEREAS, the Association is the owner of boat storage racks (hereinafter referred to as the "Storage Rack"), intended primarily for storing small boats situated upon certain real estate in the development commonly known as "Kala Point" in the County of Jefferson, State of Washington; and

WHEREAS, Tenant is the owner of a membership unit or a renter of a membership unit in said development; and

WHEREAS, the Association desires to lease to Tenant and Tenant desires to lease from the Association a storage space on the designated storage rack for use in accordance with its intended purpose;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. USE. The Association agrees to permit Tenant to use and occupy a portion of the storage rack for the storage by Tenant of personal property described as a small boat hereinafter referred to as "Personal Property", and for no other purpose for the term stated in this agreement. No items other than as described herein shall be stored by Tenant in the Storage Rack without prior approval by the Association as evidenced by an amendment to this agreement.

2. TERM. Tenant may use and occupy the Storage Rack for a 1-year term commencing on day of 1<sup>st</sup> day of June 2013 and ending on last day of May 2014.

3. STORAGE FEE. Tenant shall pay the Association a fee set by the Board of Directors (currently \$45.00 per year), payable in advance, for the use of the Storage Rack.

4. IDENTIFICATION OF STORAGE. All property stored on the Storage Rack is to be listed in item 1 above. The Association hereby reserves the right at all times to re-designate the location of the Storage Rack where Tenant's Personal Property shall be stored upon prior written notice to Tenant. Tenant shall allow the Association free access to the Storage Rack for the purpose of making any needed repairs or maintenance.

5. COMPLIANCE WITH RULES AND REGULATIONS. Tenant, Tenant's family, their servants, employees, invitees, visitors, guests and agents shall observe and comply with such rules and regulations as may be promulgated by the Association from time to time in regard to the use of the Storage Rack. Tenant shall not disturb damage or move any property belonging to the Association or any other person, which Tenant may find on or near the storage racks.

6. HOLD HARMLESS. It is understood and agreed by the Association and the Tenant that the storage fee payable hereunder is solely for the use of the Storage Rack. Tenant hereby expressly acknowledges and agrees that the Association, its officers, directors, members, agents, and employees, and their successors and assigns shall not be liable to Tenant for injury to Tenant on account of loss or damage to Tenant's personal property stored in the storage space or on the storage racks due to or occasioned by any cause whatsoever, except for those which may have been caused by the negligence of the Association, its employees or its agents, including without limitation, fire, theft, or accident or for any injury to Tenant's invitees, licensees, servants, or guests. Tenant hereby agrees to hold the Association, its employees or its agents harmless from any and all claims of any other person, persons, or organizations arising from or by reason of tenant's use and/or occupation of the storage space.

7. FIRES OR CASUALTY. In the event the Storage Rack is rendered untenable by fire or other

casualty, the Association may terminate this Agreement as of the date of said fire or casualty by giving notice to Tenant within thirty (30) days after said date and all obligations of the parties hereunder shall be adjusted as of the date of said fire or casualty.

8. DEFAULTS AND RE-ENTRY. If Tenant shall fail to keep and perform any of the covenants and agreements herein contained, other than the payment of rent, and such failure continues for thirty (30) days after written notice from the Association, unless appropriate action has been taken by Tenant in good faith to cure such failure, the Association may terminate this Rental Agreement and re-enter the premises. However, the ability of the Association to re-enter shall not impose upon the Association the obligation to do so. If the Tenant is in default in the payment of rent, the Association shall have all of the remedies available under Chapter 150, Title 19, Revised Code of Washington. If the rent or other charges due from the Tenant remain unpaid for thirty (30) consecutive days, the Tenant shall have no access to the storage space.

9. PAYMENT OF COSTS. Tenant shall pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by the Association in enforcing the covenants and provisions of this Agreement.

10. ASSIGNMENT. Tenant shall not assign this Agreement or any interest under it, or sublet the Storage Space nor allow any other person to use said Storage Space.

11. NOTICES. Any notices by the Association to Tenant shall be deemed to be given if in writing and delivered personally to Tenant, or deposited in the U.S. Mail, addressed to Tenant at the address shown below Tenant's signature at the end of this document. The time of the giving of such notice shall be deemed to be the time when the same is delivered personally to Tenant, or deposited in the mail as provided above. Any notice by Tenant to the Association shall be deemed to be truly given if in writing, signed by Tenant and deposited in the U.S. Mail, to 1760 Kala Point Drive, Port Townsend, WA 98368, or to such other address as the Association may designate by notice given in accordance with the provisions of this paragraph.

12. TERMINATION. Either party may terminate this Agreement by giving the other party thirty (30) days written notice of its intention to so terminate this Agreement. In the event of termination by Tenant before the end of the term specified herein, Tenant shall be entitled to a pro-rata refund of the storage fee.

13. SEVERABILITY. If any clause, phrase, provision or portion of this Agreement shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement.

14. SUCCESSORS AND ASSIGNS. Subject to the prohibition on Tenant's assignment of this Agreement contained in Paragraph 10 hereof, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

15. ENTIRE AGREEMENT. All promises, undertaking and Agreements of the parties hereto in respect to or relating to the subject matter of this Agreement are expressed and embodied herein.

IN WITNESS WHEREOF, the Association and Tenant have signed this Agreement as of the day and year first above written.

\_\_\_\_\_  
(Tenant Signature)

BY: \_\_\_\_\_  
(KPOA Signature)

Name and Address:

Boat Width: \_\_\_\_\_

Boat Description: \_\_\_\_\_

Phone No.

Emergency Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No. \_\_\_\_\_

**APP II -12**  
**VOLUNTEER RECOGNITION PROGRAMS**

Adopted March 21, 1995  
Amended January 8, 2013  
Amended May 8, 2018

Volunteers are the foundation of the many responsibilities and activities at Kala Point. Material reward is generally inappropriate, but public recognition should be given. The following are guidelines to suggest appropriate recognition and to whom:

**Certificate of Achievement**

Suggested Standards:

1. These will be awarded annually but should be limited in number to maintain their effectiveness.
2. Retiring Board members and Committee chairs should receive recognition.
3. Chairs of ad hoc committees that have achieved noteworthy results may be considered for recognition.
4. Other active members who may have contributed over a long period of time and normally on a variety of committees/projects may be considered for recognition.
5. At an October executive session, the Board will approve of the candidates by majority vote.

Recognition:

Certificates of Achievement are presented at the Annual Meeting of members and announcements will be made in the Kala Pointer.

**Committee Membership Acknowledgement**

1. Outgoing members of KPOA committees shall receive a letter of appreciation and acknowledgement for their volunteer service from the Board of Directors. These letters shall be sent in a timely manner and not held until the KPOA Annual Membership Meeting in December.
2. Board Representatives/Alternates of their respective committees shall be responsible for notifying the Board Secretary and the KPOA Office of these committee changes.

## **KPOA Distinguished Service Award**

### Suggested standards:

1. It should be awarded from time to time only when there is a significant contribution to the Kala Point Community over and above the "normal contribution of active volunteers and therefore is not likely to be an "annual" award.
2. The candidate should be selected by and approved by the Board with a majority vote.
3. Active Board members are ineligible.
4. Board should consider prospects each year at its October meeting in executive session, with presentation at the Annual Meeting if anyone is chosen.

### Recognition

The recognition is in the form of a certificate, placing her/his name on a brass plate on the Distinguished Service Award plaque in the clubhouse, presentation at the Annual Meeting of members and publicity to area newspapers, and the Kala Pointer.

**APP II-13**  
**TREE AND VEGETATION POLICY**  
**Adopted September 19, 2006**  
**Amended March 13, 2012, Amended August 12, 2014**  
**Amended March 14, 2017, Amended February 13, 2018**  
**Amended August 14, 2018, November 13, 2018**

**Purpose**

KPOA has a single Board-approved Tree and Vegetation Policy for use by all members, KPOA management, and KPOA committees.

This policy was established to carry out the original intent of the developer, as shown on the accompanying map (Exhibit A) under the CC&Rs (Article IV, Part B, Section 9, a and b, and the Rules and Regulations II Regulation, 6) in order to provide guidance for the administration of tree and vegetation decisions.

The matter of tree and vegetation control is a complex issue and ultimately relies on the good will of KPOA members and the good judgment of the volunteer members of the appropriate committees.

This policy is not intended to encompass all requirements regarding tree and vegetation control. Members should be aware that, in addition to KPOA governance, there are government requirements that apply. The agency for these policies is the Jefferson County Community Development Department.

**Note:**  
Certain lots are affected by the Jefferson County Shoreline Master Program (SMP-Ordinance #07-1216-13) including areas within 200 feet of the shoreline involving Critical Areas and/or Shoreline Buffers.

**Objectives**

Proper maintenance of Kala Point as an attractive wooded community includes planting, ongoing trimming, and removal of specific trees and vegetation in order to accomplish the following objectives:

1. To preserve the diversity and health of native trees and shrubs in the wooded areas
2. To support view maintenance
3. To reduce risk of fire, storm damage or other hazardous conditions.
4. To require planting of replacement trees or other vegetation (to mitigate losses of mature, natural trees) when it is an approved condition for the removal of mature natural or native trees or other vegetation by the appropriate committee.

**Jurisdiction**

The Tree and Vegetation Policy shall be administered by the Board of Directors and the Architectural, Grounds, Tree, and Bluff Management Advisory Committees in accordance with their Board-approved APPs.

The Architectural Committee deals specifically with view creation, view clearance, and view enhancement that occurs during the construction of a home on a lot as approved by the Architectural Committee prior to the refund of all architectural deposits. The Architectural Committee functions under the following documents: CC&R, ARTICLE IV.B, Section 9b, 10; APP ARTICLE III Appendix A.



The Bluff Management Advisory Committee (BMAC) administers the Bluff Management Plan (BMP) and specifically reviews, screens, and prepares recommendations for the KPOA Board on proposals for tree and vegetation actions limited only to the KPOA common area of the bluff (as defined in the BMP Appendix A). The BMAC functions under the following documents: CC&R ARTICLE V Section 1(g), the Bylaws ARTICLE VI Section 15, APP ARTICLE XV Bluff Management Advisory Committee, and the BMP Version 4.

The Grounds Committee establishes and monitors standards of aesthetics, safety and maintenance for all Common Areas. The committee also monitors the appearance of individually-owned developed properties as well as the safety and appearance of all unimproved individually-owned lots. The Grounds Committee functions under the following documents: CC&R, ARTICLE IV.B. Section 7, 15; APP ARTICLE VIII.

**Note:**

The Grounds Committee activities were suspended by the Kala Point Board of Directors and transferred to the KPOA General Manager on January 12, 2016.

The Tree Committee deals with tree and vegetation health and safety, as well as view maintenance on private property after construction is completed; and on KPOA Common Property and rights of way. The Tree Committee functions under the following documents: CC&R ARTICLE IV.B, Section 9a; CC&R ARTICLE IV.B, Section 9b; Exhibit E, B. 2.c.; Bylaws ARTICLE VI Section 15; APP ARTICLE III-2. 11.B.; APP ARTICLE III. Appendix A. Architectural Standards Height Limitations; APP ARTICLE II-22 Exhibit A; APP ARTICLE XII.

## **Policy**

### **1. Wooded Environment**

The Tree and Vegetation Policy directs maintaining the “wooded environment” that makes Kala Point an attractive community (App XII – 2, Rules and Regulations II, 6). The Policy is available on the Kala Point website at [www.kalapoint.org](http://www.kalapoint.org). For a concise overview of Tree Committee activities, please refer to **APP XII-2 Addendum: How to Access Tree Committee**.

Unless stated as an explicit exemption in this policy, all proposed actions regarding mature (See **Glossary**) living trees must be authorized by the Board of Directors, Architectural, Tree, or BMAC committees. These committees take into consideration the need for view maintenance, enhancement and/or clearance, lot development, the health of the subject tree(s), fire and safety concerns, protecting the value, desirability, and attractiveness of the Covered Property, and bluff stability in accordance with the Bluff Management Plan. However, Jefferson County has control of the bluff area within 200 feet of the shore as part of their Shoreline Management Program. Contact the General Manager for specifics.

**Note:**

Actions on non-mature trees do not require approval. See **Explicit Policy Exemptions**.

### **2. Committee Responsibility for Views**

The Architectural and Tree Committees have different responsibilities regarding views. Architectural Committee is responsible for view establishment during construction. The Tree Committee has jurisdiction over view maintenance after construction is completed.

See **Jurisdiction**. See also **APP XII-2**.

### **3. View**

The Tree Committee has a mandated responsibility (APP XII-2) to facilitate view maintenance while enhancing the safety and value of the community and retaining the wooded environment. The view includes the vista as seen from an owner’s home, which could include, but is not limited to, views of Port Townsend, water, islands, mountains, and trees.

**Note:**

- There is no property in Kala Point that has a deed guaranteeing a specific view. However, the developer intended for a substantial part of the community (that part outside of the wooded areas described in the CC&Rs, Exhibit E, Sec. C) to have some degree of view.
- A water or marine view does not always mean a full (180 degree) or unobstructed view free of trees.
- Maintaining a view by trimming or removing trees that are growing into a view (typically trees less than six (6) inches in diameter) is recommended rather than trimming or removing mature trees (that have been in existence for many years), even if these trees partially obscure the view.
- The Tree Committee may require an ISA Certified Arborist to address pruning options in conjunction with health and safety for any potential tree actions involving view maintenance. In certain cases, the Tree Committee may require a Registered Consulting Arborist evaluation.

#### **4. View Maintenance**

The Tree Committee will act to facilitate view maintenance as much as reasonably possible while maintaining the health of trees, vegetation, and wildlife, as well as being consistent with Jefferson County policy regarding maintenance of bluff critical areas.

The view established by the Architectural Committee at the time of construction for the first owner\* of the property is considered the baseline view (See **Glossary: View, Baseline**). This is the view that the first owner strives to maintain. For subsequent owners, the view present at the time of purchase is considered their baseline view. Each homeowner has the responsibility to maintain his/her baseline view over time. Trees and vegetation are part of a dynamic system; they grow and change and so may affect the view. Consequently, returning to the baseline view cannot be guaranteed, even with regular maintenance, as the view will most likely change over time. Additionally, KPOA must accede to state and county land use policies: state parks, fish and wildlife, shoreline management programs, etc.

To document the baseline view, the owner should take high quality photographs of the view, without zoom or magnification, including the date and location of each photograph. These baseline view photographs should be placed in the owner lot file at the KPOA office at the time of home purchase.

**Note:**

Documenting the view with photographs has been a long-standing recommendation as noted in APP XII-2 and KPOA FAQs.

There are three general scenarios where the Tree Committee will be involved with view maintenance: 1. View from an owner's\* lot; 2. View through a neighbor's lot; and 3. View through KPOA property.

##### **a. View from an owner's lot**

On a viewer's own lot, the viewer works with the Tree Committee to maintain his/her view. The owner should establish a pruning cycle (See **Glossary**) and adhere to it. See also **APP XII-2 Addendum: Natural Tree Action Request: Requestor's Lot**.

##### **b. View through a neighbor's lot**

1. For planted trees and other planted vegetation, the neighbor has the responsibility for maintaining the view at the request of the viewer (CCR Article IV. B., 9a). Planted trees and planted vegetation will not be permitted to infringe on the views of developed properties. Committee-recommended actions to remedy such view infringement may be enforced by KPOA. Owner action on planted trees and planted vegetation does not require Tree Committee approval. See **Glossary: Planted Tree; Vegetation**. See also **APP XII-2 Addendum: Planted Tree/View Action Request Process**.

**Note:**

As an historical guideline, roofline height is an objective measure for limiting the height of planted trees and vegetation (APP Article III. Appendix A. Architectural Standards Height Limitations). However, no action is required for planted trees exceeding the ridge roofline if they do not interfere with other owners' baseline views.

2. For natural trees and natural vegetation, the viewer must obtain the written permission of the neighbor to allow actions such as pruning or removal. If the viewer is unable to obtain such permission, the viewer may submit the matter to the Tree Committee for a determination as to whether the natural trees or vegetation at issue unreasonably impinge on the viewer's baseline view and should be trimmed and/or removed. In making this determination, the Tree Committee will be guided by the principals enunciated above; i.e., review criteria such as impact on neighborhoods and neighbors, effect on erosion, general aesthetics in the community and that trees and vegetation are part of a dynamic system that grow and change and so may affect the view. Consequently, returning to the baseline view cannot be guaranteed, even with regular maintenance, as the view will most likely change over time. See **APP XII-2 B. Procedures; Glossary: Natural Tree**; See also **APP XII-2 Addendum: Natural Tree Action Request: Neighbor's Lot**.

**Rationale:** Natural trees are not exempt from the Tree Committee approval process. A property owner is required to go through a Tree Committee tree action request process for mature natural trees on his/her property regardless of the reason for the action. Actions on non-mature trees do not require approval. (See **Explicit Policy Exemptions**) Requests for view-related actions are included as another reason for a tree action request even though the request is initiated by a neighboring viewer.

**c. View through KPOA Property**

The viewer works with the Tree Committee and the General Manager to identify and resolve the view issue either through appropriate pruning or tree removal. The Tree Committee will be guided by the principals enunciated above; i.e., review criteria such as impact on neighborhoods and neighbors, effect on erosion, general aesthetics in the community and that trees and vegetation are part of a dynamic system that grow and change and so may affect the view. Consequently, returning to the baseline view cannot be guaranteed, even with regular maintenance, as the view will most likely change over time. See also **APP XII-2 Addendum: KPOA Common Property Tree Action Request**.

\*Owner is defined as a member of the Kala Point Owners' Association and refers to ownership of a residence and not to an undeveloped lot.

**5. Undeveloped Lots**

On undeveloped lots the Tree Committee responsibility extends to tree health and safety, and so the Tree Committee may require owners from time to time to remove dead or downed trees.

**6. Costs Associated with Tree Actions**

All costs of approved cutting, removal, and cleanup of natural trees and vegetation that were not planted, and damages resulting therefrom, shall be borne by the requesting member. The costs of cutting, removal, and cleanup of planted trees and vegetation shall be the responsibility of the owner of such planted trees and planted vegetation (CCRs Article IV, B, 9, b).

**7. Replacement Trees and Vegetation**

Approval by the appropriate committee for removal of trees and vegetation may be predicated on certain reasonable conditions. One of these conditions is the replacement of the removed trees and vegetation with appropriate new plantings (APP XII-2, Policy). The Tree Committee may require the planting of a replacement tree as a condition for the approved removal of a mature natural or native tree. A replacement tree should be of the same species as the tree being replaced or another species native to the Port Townsend region. See **Glossary**.

## 8. Maintaining Tree Health and Safety

As a general rule, pruning, consistent with the health of a tree is preferred to windowing. Trimming of lateral branches to limit the spread of the tree is a reasonable approach. Topping is a prohibited method of reducing tree size as stated by the International Society of Arboriculture (ISA) and is enforced by the Tree Committee. Previously topped trees (when the process was allowed) may be pruned for health and safety, removed and replaced with a Replacement Tree (See **Glossary**), or have no action taken.

## 9. Dead or Hazardous Trees

To remove a dead or hazardous tree, contact a member of the Tree Committee.  
See **Glossary**: Dead Tree; Hazardous Tree

### Note:

Dead or hazardous trees on members' lots must be approved for removal by the Tree Committee.  
A tree request becomes an "emergency" when there is imminent danger of falling trees/limbs to people or property, or to creating an obstruction to access. See **APP XII-2** and **Addendum**: Emergency/Dead Tree Action Request Process.

## 10. KPOA Common Area Trees

Except for normal annual maintenance, modification of trees on common areas requires approval of the Tree Committee, the KPOA General Manager, or the Board/BMAC for trees on the Bluff Common Area. (Rules and Regulations II, 6, B.) See **APP XII-2 Addendum**: KPOA Common Property Tree Action Request Process.

## 11. Liability

Due diligence by KPOA is based on a Registered Consulting Arborist report to determine hazard and/or liability of identified trees.

## 12. Tree Removal from Root Rot

When a Vegetation/Tree Request is initiated stating that "root rot" is the reason for removal of an otherwise healthy appearing tree, one of two accepted methods must verify this: a) ultrasound banding, or b) core sampling.

## Explicit Policy Exemptions

### Note:

The following exemptions (1., 2., 3.) do not apply to certain KPOA areas that are under Jefferson County Shoreline Master Program jurisdiction (SMP-Ordinance #07-1216-13) involving Critical Areas and/or Shoreline Buffer areas. Refer to KPOA General Manager.

1. No approval is required to perform an action on vegetation or trees planted by or for a member on private property.
2. Trees may be removed without permission if:
  - Their trunks are within ten feet from the side of the dwelling or other structure\*, including eaves
  - Their trunks are smaller than six (6) inches in diameter (19 inches circumference) measured at three (3) feet above trunk base
3. Limbs may be pruned to the trunk without permission if they are:
  - Within 15 feet from the side of the dwelling or other structure, including eaves, or overhanging the dwelling within 15 feet of the roof or other structure, or
  - Within 15 feet above the driveway, or
  - Within 15 feet above the ground on mature, natural trees; or
  - Common Area trees within five (5) feet of a driveway may be trimmed to a height of twenty (20) feet at the homeowner's request to the General Manager; or dead limbs.
4. Tree Committee approval is not necessary to remove trees that have fallen on structures or personal property.
5. Tree Committee approval is not required for non-mature trees. See **Glossary**: Non-Mature Tree.

\*For the purposes of the Tree and Vegetation Policy, “structure” is defined as a dwelling, deck, greenhouse, permanent shed or gazebo that has been approved by the Architectural Committee. See **Glossary: Structure**.

## **Glossary**

**Note: this Glossary includes commonly used arborist terms\***

**Action:** Any activity affecting trees or vegetation

**Affected Properties:** All properties involved with tree and/or vegetation maintenance including clearing, limbing, thinning and/or trimming

**Arborist Evaluation:** An ISA Certified Arborist may be helpful in evaluating tree risk and health. An ISA Certified Arborist is a tree care professional who works with the lot owner/requestor and the Tree Committee to provide accurate arboricultural reports, tree risk assessments, or tree inventory information relevant to a tree action request, and is at the requestor’s expense. In certain cases, the Tree Committee may recommend the additional expertise of a Registered Consulting Arborist.

**Canopy:** Collective branches and foliage of a tree or of multiple trees; aggregate of tree crowns

**Case Manager:** A member of the Tree Committee who is assigned to administer a requested tree action

**Clearing:** Removal of one or more trees

**Crown:** Upper part of the tree, measured from the lowest live branch, including all the branches and foliage. See **Live Crown Ratio**.

**Crown Cleaning:** selective removal of dead, dying, diseased and broken branches from the tree crown

**Crown Raising:** Limbing the tree up from the bottom to allow a clear line of sight or to allow the growth of other trees or vegetation. Tree crown must be maintained at 25% or more of the total tree height (Live Crown Ratio) to promote health and safety and view maintenance. This pruning method is commonly referred to as “skirting up”.

**Crown Reduction:** Method of reducing the height and/or spread of a tree crown by making selective pruning cuts from the outer branches while maintaining the health and safety of the tree

**Crown Thinning:** the selective removal of live branches, or limbs, to reduce crown density

**Dead Tree:** An evergreen tree will be considered dead if at least 80% of its foliage (or needles) has turned brown and/or have fallen to the ground. A deciduous tree will be considered dead if, at one month or later into the growing season, at least 80% of its foliage is brown and/or are absent.

### **Note:**

For Tree Committee purposes, a dead tree is a standing tree which may be considered hazardous.

**Exempt Tree:** a tree for which no Tree Committee approval is required for action. See **Explicit Policy Exemptions**.

**Habitat Tree:** Dead, standing tree modified for wildlife rather than being removed

**Hazardous Tree:** Any tree which is evaluated to be a hazard to property or person and can become an emergency

**ISA:** International Society of Arboriculture. ISA provides training for tree care professionals seeking certification to assess and identify tree risk.

**Limbing:** The removal of one or more branches of a tree

**Live Crown Ratio:** The amount of living foliage expressed as a percentage of the tree's height

**Mature Tree:** Any tree larger than six (6) inches in diameter (19 inches in circumference) measured at three (3) feet above trunk base

**Native Tree:** Tree species that occur naturally in the Kala Point area and were not introduced by human activity including, but not limited to, Douglas Fir, Red Alder, Western Hemlock, Western Red Cedar, Pacific Madrone, Big Leaf Maple

**Natural Tree:** Any tree that is not planted by or for a member. In other words, a tree planted by nature that is native (occurring naturally) in the Kala Point area; a plant specimen pre-dating lot development or spontaneously seeded thereafter.

**Note:**

Natural/native trees reseed themselves in our lawns, gardens, and wooded areas. These naturally re-seeded trees are not considered "planted trees."

**Non-Mature Tree:** Any tree smaller than six (6) inches in diameter (19 inches in circumference) measured at three (3) feet above trunk base

**Planted Tree:** Any tree that is planted by or for a member

**Pruning Cycle:** Amount of time between approved, scheduled pruning requests. In most cases, KPOA and the Tree Committee will determine the pruning cycle based on growth rate of individual tree species; however, pruning will occur no more than once per year. No more than 25 percent of live crown is removed during a Pruning Cycle.

**Pruning:** Selective strategies or methods of removing or modifying branches to promote the health, safety or appearance of trees

**Removal:** Cutting a tree down to the ground or to a stump

**Replacement Tree:** Members may plant, or may be required to plant by the appropriate committee, a tree to replace a mature natural, or native, tree that has been removed. With agreement between member and committee, such trees may be formally designated as a "Replacement Tree" in which case the tree will be treated as a *mature natural* tree in all future proposed tree/vegetation actions. Replacement Trees will be identified with a metal tag.

**Review Criteria:** Criteria that the Tree Committee uses to support tree action decisions. International Society of Arboriculture (ISA) standards and recommendations are followed. Members use these criteria when filling out the Tree Action Request/Approval Form. Refer to APP XII-2 and APP XII-3.

**Skirting Up:** See **Crown Raising**

**Structure:** A dwelling, deck, greenhouse, permanent shed or gazebo that has been approved by the Architecture Committee

**Tree Committee Process Diagrams:** Brief, descriptive flow charts that guide owners through Tree Committee procedures. See **APP XII-2 Addendum**.

**Tree Squad:** A two-person team made up of Tree Committee members who are available on short notice and deal only with tree requests concerning hazardous, dead and/or emergency tree actions. The squad can also evaluate and consult on Exempt tree issues.

**Trimming:** Removing the ends of branches to limit the spread of a tree, usually involving the maintenance of planted trees and/or shrubs to a particular shape or form

**Vegetation:** Non-tree flora such as shrubs, ground covers, grasses, and vines

**Vegetation Control Request/Approval Form:** The KPOA Tree Committee form (APP XII-3) used to request tree actions. Obtain at the KPOA Administration Office or [www.kalapoint.org](http://www.kalapoint.org).

**View:** The vista as seen from an owner's home which could include, but is not limited to, views of Port Townsend, water, islands, mountains, and trees

**Note:**

A view does not mean a full (180 degree) or unobstructed view free of trees.

**View, Baseline:** The vista from an owner's home as documented by photos at the time of completion of construction or home purchase

**View Corridor:** a portion of the view

**View Maintenance:** Tree Committee approved tree actions that over time maintain the view and are the responsibility of the home owner

**Vista Pruning:** selective pruning to maintain a view from a pre-determined specific location

**Whorls:** Twigs or branches arranged in a circle around a point on the tree trunk

**Windsail:** Effect caused by the force of wind on a tree's crown

**Windthrow:** Tree failure due to uprooting caused by wind

**Windowing:** May be a feasible view maintenance solution when other pruning strategies are not possible; however, it is generally not recommended by arborists for aesthetic reasons.

\*International Society of Arboriculture. 2014. Glossary of Arboricultural Terms. Champaign, Illinois, 199 p.

**APP II - 14**  
**KALA POINT OWNERS' ASSOCIATION**  
**RECORDS ACCESS POLICY**

Approved November 19, 1996  
Amended June 21, 2005

**Purpose:**

The Kala Point Owners' Association (KPOA) has created this policy that will enable members access to Association records in accordance with RCW 24.03.135 and RCW 64.38.045.

**Introduction:**

A request for records shall be in written form and addressed to the General Manager. For convenience of the members forms are available at the KPOA Office and on the website. The KPOA staff will schedule an appropriate time during normal office hours for inspection/copying. The term "copying" includes paper as well as electronic form. The staff will endeavor to provide access to all requested information within ten (10) working days.

**Item:**

1. If a membership list is requested, KPOA is required only to provide names, addresses and listed phone numbers.
2. The cost for copying pre-printed KPOA records shall be 15¢ per page (1 side). Information that is copied to disk will be subject to charges for the actual storage disk. No cost is incurred by members who request a copy of the KPOA governing documents (CC&Rs, Articles of Incorporation, Bylaws and Rules and Regulations). Board and committee members are not required to pay for copy/labor fees for the reproduction of copied documents required to carry out their official duties and responsibilities.
3. Condominium Associations may request mailing labels for their individual association at a cost of \$1.00 per page (8 1/2 x 11).
4. If assembling the requested information and/or copying requires more than 30 minutes of staff time, there will be an additional labor charge plus any copy costs. Labor costs will be calculated based on published hourly office rate billed in quarter-hour increments beyond the initial 30 minutes. These fees are subject to change without notice.



**APP II -14 Exhibit A**  
**KALA POINT OWNERS' ASSOCIATION**  
**RECORDS ACCESS FORM**  
Approved November 19, 1996  
Amended January 20, 2004

Name \_\_\_\_\_

Address \_\_\_\_\_

KPOA Unit # \_\_\_\_\_

1. I have requested to inspect/copy the following KPOA records:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. The purpose for this inspection is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. **NOTICE** – Washington law prohibits the sale or use of the KPOA membership list. You are further cautioned that unauthorized use or sale of KPOA records and information may subject you to civil and criminal liability. Without limitation, prohibitions on unauthorized use or sale of association records and information are set forth in RCW 24.03.135 and RCW 64.38.045, copies of which are set forth on the reverse side of this records access form.

4. **DISCLAIMER** – Kala Point makes no representation or warranty that the electronic records and associated media obtained by a Member are free of defects, including without limitation computer viruses. Kala Point further disclaims any and all liability for any damages whatsoever associated with a Member's use, processing or placement of records in an electronic format on or into electronic media or a computer system, including without limitation special, incidental, consequential or indirect damages for loss of information or any other pecuniary loss.

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Date

**Washington Nonprofit Corporation Act**  
**RCW 24.03A.210    Records**

## **Corporate records.**

- (1) A nonprofit corporation shall keep permanently a copy of the following records:
  - (a) Minutes of all meetings of its members and of its board of directors;
  - (b) A record of all actions taken by the members and board of directors by unanimous written consent; and
  - (c) A record of all actions taken on behalf of the corporation by a committee of the board.
- (2) A nonprofit corporation shall keep a current copy of the following records:
  - (a) Its articles of incorporation or restated articles of incorporation and all amendments to them currently in effect;
  - (b) Its bylaws or restated bylaws and all amendments to them currently in effect;
  - (c) All communications in the form of a record to members generally within the past six years, including the financial statements furnished for the past six years under RCW 24.03A.225;
  - (d) A list of the names and business addresses of its current directors and officers; and
  - (e) Its most recent annual report delivered to the secretary of state under RCW 24.03A.070.
- (3) A nonprofit corporation shall maintain appropriate accounting records.
- (4) A membership corporation or its agent shall maintain a record of its members, in a form that permits preparation of a list of the names and addresses of all members, in alphabetical order by class, showing the number of votes each member is entitled to cast.
- (5) A nonprofit corporation shall maintain its records in written form or in any other form of a record.
- (6) All records required to be maintained by a nonprofit corporation may be maintained at any location within or without this state.

---

### **Homeowners' Associations RCW 64.38.045.**

Financial and other records - Property of association - Copies -

#### **Examination - Annual financial statement – Accounts (Partial)**

(2) All records of the association, including the names and addresses of owners and other occupants of the lots, shall be available for examination by all owners, holders of mortgages on the lots, and their respective authorized agents on reasonable advance notice during normal working hours at the offices of the association or its managing agent. The association shall not release the unlisted telephone number of any owner. The association may impose and collect a reasonable charge for copies and any reasonable costs incurred by the association in providing access to records.

**APP II- 15**  
**Conflict of Interest Policy – Directors**  
**Adopted January 17, 2006**

The purpose of the conflict-of-interest policy is to insure that KPOA Board Directors are aware of the state law, (RCW 24.03.025, RCW 23B.08.320, RCW 23B.08.510, RCW 23B.08.560, RCW 64.38.025) regarding conflict of interest, possible personal liability involved and to ensure that directors act in the best interest of the association.

KPOA Board Directors owe the association both a duty of loyalty and a duty of care; a violation of either could lead to personal liability. A director could incur personal liability when he/she fails to recognize and personally address a conflict of interest.

A conflict of interest exists when an outside influence affects one's ability to make an unimpeded, objective and independent decision, or when an individual's duty of care and loyalty to one entity leads to the disregard of care and loyalty to another, or the director fails to place loyalty and care for the organization above other interests. An individual can still be director if conflict exists, but should remain aware that certain conditions may exist that could cause the appearance of lack of objectivity. The director should then act accordingly.

Procedures for oversight:

- Directors are encouraged to read this policy, Exhibit A (Examples of conflict of interest) Exhibit B (How to determine if a conflict of interest exists).
- During board meetings, a director shall disclose possible or actual conflicts of interest prior to discussion and/or action on the issue in question.
- If a conflict of interest is determined either by the board or the individual director, the director shall leave the room for the duration of the discussion and/or action on the issue in question. The director is not to influence fellow directors in any way.
- The minutes are to reflect the director's interest, the abstention and the reason for it.

**APP II-15a**  
**Conflict Examples**  
**Adopted January 17, 2006**

Examples of conflict of interest include but are not limited to the following:

- Actual or direct conflict of interest exists when a director or related person (RCW23B.08.700) defines a “related person” as a spouse or parent or sibling thereof, of the director, or a child, grandchild, sibling, parent or spouse of any thereof, of the director) or a business associate of the director, is currently in some form of negotiation with the board, e.g. the director’s son-in-law is an asphalt contractor and is negotiating for a paving contract with the association. Another example of direct or actual conflict of interest is if the director’s son-in-law is currently contracted to pave roads, but the work being done is an issue of concern for the association for any reason.
- A conflict of interest may also arise if directors fail to enforce the association’s covenants and rules and regulations on a non-selective basis. For example, a director may allow his/her dog roam the neighborhood unleashed. The board may permit this violation, reasoning that little harm is done. However, the board’s failure to enforce the rules against the director can create potential liability for all directors.
- Potential conflict of interest exists every time the board establishes the association’s budget. Board directors have an obligation to propose budgets that meet the financial needs for operating the association. However, the personal interests of a director may be to pay less, rather than more in association fees. The potential conflict of interest rises to the level of an actual conflict of interest if the director chooses to disregard the actual needs of the association to minimize his/her personal expenses.

**APP II-15b**  
**Conflict Determination**  
**Adopted January 17, 2006**

How to determine if a conflict of interest exists for a director:

Directors should ask themselves the following questions when making a decision on behalf of the association.

- Do I have outside interests that may influence my decision regarding an issue that may come up on the board?
- Do I have outside interests that should be disclosed to the board regarding an issue?
- Do I have any duty or loyalty to another entity that may influence my decision?
- Do I have any duty or loyalty to another entity that conflicts with duty and loyalty to the association?

In evaluating the above questions, directors should consider their own personal interests and those of a third party with whom the director may have a relationship such as a business associate or familial relationship as defined by RCW 23B.08.700.

**APP II- 16**  
**Conflict of Interest Policy – KPOA General Manager**  
**Adopted January 17, 2006**  
**Amended January 13, 2015**

The KPOA General Manager has the responsibility not to use his or her position to enhance his or her personal financial status to the detriment of KPOA. Additionally, the General Manager shall avoid situations that involve or create the appearance of a conflict of interest. It is intended that the following precepts shall be utilized with regard to conflicts of interest.

1. When the General Manager deals with vendors, suppliers, contractors, or makes recommendations with respect to such dealings, the General Manager must divulge any circumstances that may constitute a conflict of interest, or the appearance of one. The General Manager shall advise the KPOA Board of Directors of those conflict-of-interest circumstances to permit complete evaluation of the situation.
2. The General Manager shall not have financial dealings with relatives on behalf of KPOA, unless, subsequent to the family relationship being disclosed, the KPOA Board of Directors grants written permission to authorize the General Manager to do so. Relatives are defined by state law as a spouse, or parent or sibling thereof, or a child, grandchild, sibling, parent, or spouse of any thereof.
3. The KPOA Board of Directors has the ultimate authority and responsibility to determine when such conflict-of-interest provisions apply and what steps need to be taken to correct conflict of interest situations. Such steps may include transfer of responsibility, disciplinary action, or dismissal if the conflict isn't properly disclosed.

**Acceptance of Gifts**

It shall be the policy of the General Manager to discourage the giving of gifts by existing or prospective vendors or suppliers with whom the General Manager acts on behalf of KPOA. The following are intended to provide guidance in this regard.

1. The General Manager will not accept gifts, including meals, from any current or potential contractor, consultant, supplier, vendor, or any of their agents that exceeds \$50 in value per calendar year.
2. The General Manager will not accept a trip from a current or potential contractor, consultant, supplier, vendor, or its agents.
3. The General Manager shall not accept cash gifts from vendors or suppliers in any amount.

### **Acceptance of Unearned Fees and Remuneration**

Acceptance of unearned fees or other forms of remuneration for work not performed from contractors, consultants, vendors, suppliers, or any others is not permitted.

### **Borrowing from KPOA, Vendors, Suppliers, Etc. for Personal Use**

The General Manager is prohibited from borrowing money from KPOA, vendors, etc. or others with whom contact is made in the course of management business, except those who are engaged in lending of financing in the usual course of their business. However, such loans must be offered on terms normally obtainable by others under similar circumstances without special concessions as to the interest rate, terms, security, or repayment conditions.

I have read these conditions and agree to abide by them.

Manager\_\_\_\_\_

Date\_\_\_\_\_

Witness \_\_\_\_\_

**APP II-17**  
**KPOA Employee Email and Electronic File Privacy Policy**  
**Adopted January 17, 2006**  
**Amended January 13, 2015**

The computers and networking resources owned by KPOA are subject to inspection and monitoring by the KPOA General Manager. The KPOA General Manager does not routinely inspect or monitor the use of computers, nor do they change or delete files or email from accounts on KPOA computers. However, there can be no guarantee of security or privacy of employee email and electronic files on these computers.

Some emails will be deemed to be part of the Corporate Record of KPOA. As such, you may be asked to take actions to save such emails in a designated manner. The Corporate Record may involve some or all of your email correspondence when using a KPOA provided email account.

Employees will sometimes need to provide substitute services for each other. Under those circumstances, another employee may need to read your electronic files or email.

For these reasons, it is advisable not to send information in email that you would not want seen by others.

Please acknowledge review and receipt of this policy by signing and dating below.

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**APP II - 18**  
**Board E-Mail Communication Policy**  
Adopted January 17, 2006  
Amended September 12, 2017

**A. Communications with Members**

1. Communications by Association Members with the Board of Directors as a whole will have a response by the current Board Correspondent, which will be copied to all board members. Such a response will be limited to statements of fact and should occur within five working days.
2. Communications by Association Members with an individual board member may have a response from that board member with copies to all board members. Such a response will be limited to statements of fact and occur within five working days.
3. Any response to an inquiry to any or all board members that requires other than statements of fact will be delayed until all board members have reached a general consensus regarding the response. Board members should communicate with each other within five days of receipt of the inquiry and should respond to the Association Member with their consensus within five working days; however, if the response requires any action, the Association Member will be informed within five days that the issue will be considered at the next meeting of the Board of Directors.

**B. Intra-Board Communications**

1. In order to facilitate the opportunity for members to “observe” all Board meetings while at the same time maintaining efficient Board process through the use of electronic communication as specifically permitted by the governing documents of the Association, the Board of Directors hereby adopts the following policy:
2. All E-mail communication between Board members which, if conducted in any other format, would be the subject of potential member “observation” under RCW 64.38 will be made available for observation by all members. Electronic copies, which can be converted to hard copies, of all such E-mails shall be filed in the corporate records. E-mails regarding items properly handled in “Executive Session” (i.e. litigation, threatened litigation and personnel matters) shall remain

confidential. Members may “observe” E-mail exchanges by visiting the KPOA office during normal business hours to review hard copies of the E-mail exchange. A general announcement of the subject matter of an Executive Session will also be available in the same manner and will be announced in accordance with Board policy regarding the announcement of Executive Sessions. E-mails will be posted at least twice monthly.

3. It is the intent of the Board of Directors to utilize E-mail when it is appropriate to facilitate business operations, to be more time sensitive in response to members’ requests and questions, and to minimize inconvenience to the volunteer board while complying with the requirements of RCW 64.38. To this end, in addition to the foregoing the Board may utilize the unanimous approval provisions of the “Action Without Meeting” provisions set forth in Article VI, Section 9 of the KPOA Bylaws. Any item upon which unanimous approval is requested and not obtained shall be placed on the agenda of the next Board of Directors meeting for discussion and action.

**APP II-19**  
**Executive Session Policy**  
**Adopted January 17, 2006**

In an effort to increase member awareness of Board activities while at the same time preserving the appropriate degree of confidentiality associated with permitted Board Executive Sessions, the Board hereby adopts the following policy:

Effective immediately, all Executive Sessions will be announced prior to the Board retiring to such a session by a statement of the presiding officer during the open meeting or electronic meeting, identifying the item(s) to be discussed in Executive Session in as much detail as is appropriate without compromising the permitted purpose of confidential executive sessions. Typically, in the case of threatened or pending litigation, the name of the complaining party, their attorney, and the general nature of the dispute will be identified, except where to do so would compromise issues of attorney/client privilege or grant the opposing party an unfair advantage over the Association. Typically, in the case of personnel matters, if the personnel issue involves a specific employee, that employee will not be identified. If the personnel matter involves discussion of such matters as the filling of a vacant position, creation of a new position, etc., the general nature of the discussion will be identified.

**APP II-20**  
**Committee Membership Policy**  
**Adopted January 9, 2007**  
**Amended June 14, 2011, Amended May 8, 2018**

**Purpose**

The success of the Kala Point community is largely dependent upon the volunteer efforts of members who staff association committees. The board is authorized to establish committees (Bylaws Article VI, section 15) and approve and remove committee members; all committees and committee members serve under the direction of the board. An important role of the board of directors is to establish meaningful responsibilities and clear charters for standing and ad hoc committees and ensure that standardized policies and procedures govern committee membership.

**A. Committee Membership Eligibility**

1. Prospective committee members are encouraged to participate on the committee of their choice.
2. Prospective committee members should be prepared to answer questions relevant to committee eligibility requirements such as skills, previous experiences, and interests.
3. If a conflict of interest exists, the potential committee member will not be eligible for committee membership until the conflict of interest no longer exists.
4. Some committees, because of the nature of their work, may further specify eligibility and recruit for specific skills or experiences.

**B. Committee Member Responsibilities**

Committee members shall:

1. Uphold governing documents in a fair and impartial manner and complete assigned tasks in accordance with applicable committee APPs.
- 2a. Meet attendance requirements defined by the committee on which the member serves.
- 2b. If a committee member is absent from four (4) or more consecutive regular committee meetings, the committee may, by a majority vote taken at the next meeting, recommend to the Board that the person be removed from the committee.
3. Follow the guidelines for meeting decorum adopted by the board.
4. Disclose situations where a conflict of interest may exist; abstain from committee activities when such situations exist, in accordance with conflict of interest policies, APPII-24, APPII-24a, APPII-24b that govern board of directors or delegates.

### **C. Committee Membership Approval Procedure**

1. A committee may choose to approve potential members prior to submitting the potential committee member's candidacy to the board; however, the final decision remains with the board.
2. The board representative for the committee will present the names of prospective candidates along with a brief statement about skills, experiences, or interests to the board for approval by vote during an open board meeting.

### **D. Committee Member Performance Management**

1. Committee chairpersons and board representatives, as committee leaders, are encouraged to address performance issues directly with the committee member; identify problem behaviors and if appropriate, provide suggestions on performance improvement.
2. If committee member performance issues cannot be resolved at the committee level the committee chair and board representative shall document the complaint and identify behaviors at issue, recommendations for resolution of the problem, and actions taken by the committee related to the issue. The complaint document shall be submitted to the personnel committee of the board and to the committee member named in the complaint.
3. The Personnel Committee and any qualified individual they may designate shall review the complaint, meet with the parties involved, and conduct further investigation as warranted by the situation.
4. After investigation the Personnel Committee will develop recommendations which could include, but are not limited to, continued performance improvement efforts, probation, suspension, or removal from the committee. Recommendations shall be discussed with the committee member named in the complaint and with committee chair and representative.
5. The Personnel Committee shall present recommendations to the Board during executive session unless an open hearing has been requested by the committee member involved.

6. If the board determines that a hearing is warranted, or if the committee member named in the complaint has requested a hearing, the following procedure shall be initiated:
  - a. The committee member will be given a minimum of 14 calendar days written notice of a hearing to be conducted during the next regularly scheduled board meeting.
  - b. If the committee member is unable to attend on the date, another hearing may be scheduled within 30 calendar days or at a date agreeable to all concerned.
  - c. The committee member named in the complaint may elect to have the hearing held in executive session or in an open meeting.
  - d. If the hearing is scheduled and the member does not attend on the agreed upon date the hearing may proceed without him/her.
  - e. The board may elect to interview the committee member, committee chair, committee representative, and other individuals who may be involved.
  - f. Any votes made by the board regarding committee member disciplinary action will be conducted and recorded during the open meeting.
  - g. Board representatives to the committee involved in the complaint should abstain from voting on the issue during a hearing.
  - h. Board action to remove an individual from a specific committee does not necessarily affect the member's right to observe committee meetings or pursue membership on other committees.

**APP II – 21**  
**VEHICLE IDENTIFICATION AND ACCESS**  
**March 12, 2019**

**A. Purpose**

The property within the Kala Point Owners Association is private property. With the exception of individual property lots, Time Share Property, and the Condominium Associations, the property is owned in common and financially maintained by the membership of the KPOA. As private property, access to, traversing through, and parking on KPOA common property is restricted to vehicles of members, tenants, invited guests, delivery or service personal. This APP establishes the policy and procedures of authorized vehicles entering KPOA through the main gate on Kala Point Drive; sets forth the policy and procedures for identifying all vehicles entering KPOA or parking on KPOA common property; and assigns responsibility for its implementation.

**B. Applicability**

This policy applies to all vehicles entering KPOA through the main gate on Kala Point Drive and it establishes identification requirements for vehicles parked at any time at specified KPOA common property, to wit beaches, sport courts, and State Park access trails.

**C. Vehicle Identification**

All vehicles entering or parking at specified KPOA common property shall appropriately display current KPOA vehicle identification, a guest pass or a Time Share pass with exceptions noted below. Any vehicle not in compliance is subject to towing as outlined in APP II-34.

**1. Member and Resident Vehicles.** The Administration Office will issue KPOA Vehicle Passes annually. Each member will be issued up to three (3) Vehicle Passes, any or all of which may be used as Guest Vehicle Passes.

**2. Guest or Invitee Passes.** In addition to the three (3) member Vehicle Passes which may each be used as Guest Vehicle Passes, if a member expects to be hosting more than three (3) vehicles which will use the specified common area facilities, during its normal business hours the Administration Office may issue controlled and dated Guest Passes. These passes must be prominently displayed when the guest vehicle is parked on common property.

**3. Registered Private or Public Functions.** Passes are not required at the specified Common Areas—to wit, beaches, sport courts, or State Park access trails—for functions pre-registered with the Administration Office during its regular business hours. The duration of such functions shall not exceed six hours.

**4. Time Share Passes.** The Time Share Office will issue date-limited passes for their guests. The pass must be prominently displayed when the vehicle is parked on common property.

**5. Other Exemptions.** Commercial, delivery, construction, and service vehicles are not required to display passes but are prohibited from using amenities including beach parking unless issued a guest pass. Vehicles parked on private lots or in KPOA storage lots are not required to display passes.

#### **D. Requirements.**

All members must display an authorized current KPOA Vehicle Pass when using specific KPOA Common Property –to wit beaches, sport courts, State Park access trails. If the current pass is issued as a window sticker, then that sticker shall be displayed on the lower left front windshield. If the current pass is issued as a rearview mirror hanging tag, then it shall be displayed with the logo facing outward. Unless specifically exempted, vehicles on specified KPOA Common Property not properly displaying a current KPOA Vehicle or Guest Pass are subject to towing per APP II-34.

#### **E. Access Devices**

When closed, the KPOA Front Gate can be opened using Electronic Transmitters, Access Cards, or the Tele-Entry System.

1. Electronic Transmitters and Access Cards. Members or tenants may gain access using an electronic transmitter or tele-entry access card. Both devices are issued during its normal business hours by the Administration Office and remain the property of the Association.

- a) Only transmitters and cards issued by the Administration Office are authorized.
- b) The Association shall charge members a fee for the use of the access devices as listed on the KPOA Website.
- c) Members shall return any Access Cards or Electronic Transmitters to the Administration Office at the time of their property's sale or at the termination of their property's rental lease. Any Access Cards or Electronic Transmitters not returned to the Administration Office shall be inactivated to prevent unauthorized access to Kala Point.

2. Tele-Entry System. When closed, the KPOA Front Gate can be opened using the Tele-Entry Screen and Keypad. Any visitor simply locates the resident's last name on the screen and enters in the corresponding number. The System then calls the resident's registered phone. Voice communication is established and the resident may enter “9” on their registered phone's keypad to open the gate.

- a) Residents must register a phone number with the Administration Office during its normal business hours.
- b) Any non-resident—including guests, Time Share renters, and vendors—must use the Tele-Entry System to enter through the KPOA front gate.
- c) Any member lacking an authorized Access Device must use Tele-Entry System to enter through the KPOA front gate.
- d) Vendors such as newspaper delivery, landscapers, and delivery services that require regular entry during hours when the gate is closed should contact the Administration Office during its normal business hours to obtain a vendor-specific access code. There may be an administrative fee for the maintenance of these codes which are renewed annually.
- e) All County Police, Sheriff, Fire, and Emergency services shall be provided with specific access codes without charge. Any similar private services must register with the Administration Office to obtain specific access codes.

#### **F. Responsibility**

1. General Manager. The General Manager shall ensure adequate application of this Administrative Policy and Procedure.

2. Members. Tele-Entry information, including the specific phone number to be used for allowing access must be provided to the Administration Office during its normal business hours. Members are also responsible for providing information necessary for the issuance of Vehicle Passes for themselves, and for other Guest Passes for their guests and service providers.



**APP II – 22**  
**Towing Policy**  
**March 12, 2019, Amended July 16, 2019**

**A. Policy**

1. Applicability. All vehicles, including those owned by KPOA residents and their guests, when operated or parked within the Association's Common Property are subject to the Access and Vehicle Identification Policies and Procedures (APP - 33) as set forth by the KPOA Board of Directors.
2. All vehicles using specific Kala Point Common Area Amenities –to wit, beaches, sport courts, State Park Access trails– with the exceptions noted in A.3 below, shall display a unique pass issued by the KPOA Administration Office. These passes will be updated periodically by the Association and each member shall be responsible for properly displaying the most current.
  - a. Proper Display. If the current pass is issued as a window sticker, then that sticker shall be displayed on the lower left front windshield. If the current pass is issued as a rearview mirror hanging tag, then it shall be displayed with the logo facing outward.
3. All vehicles of KPOA guests, invitees or Time Share residents must display an appropriate pass when operated or parked at Kala Point's Common Property beaches, tennis court parking areas, sport court, and State Park access trails. Passes are not required for vehicles parked on private lots or Storage Lots, contractors or vendors, and vehicles parked while attending a properly registered public or private function.
4. All vehicles or trailers illegally parked on KPOA Common Property will be subject to towing.
  - a. Authorization. The General Manager or a Board Member may authorize towing. In the absence of the General Manager, the Lead Maintenance Employee may authorize towing.
  - b. The approved towing company shall be given direct access to the KPOA to enforce the Towing Policy as outlined in paragraph #3.
  - c. Financial Responsibility. The owner of any towed vehicle or trailer shall be responsible for all costs and liabilities incurred. KPOA assumes no liability or financial responsibility for a towed property as a result of a violation of its policies.

**B. Procedures**

1. Vehicles and trailers, except those exempted, which are parked anywhere within specific Kala Point Common Property amenities –to wit sport courts, beaches, and State Park access trails– must properly display a current Association-issued pass or they will be subject to towing on the first violation of this policy at the owner's expense. Exemptions are provided for public or private functions for which the Administration Office has been given proper prior notification.
2. Any vehicle parked in a fire line or no-parking area will be towed at the owner's expense.
3. Any vehicle parked in a designated handicapped parking space without displaying both a Kala Point vehicle pass and an appropriate handicap tag will be towed at the owner's expense.
4. Owners of inoperable or abandoned vehicles found on common area property other than designated storage lots will be issued a citation of violation and if not removed within 48 hours will be towed at the owner's expense.
5. Any charges incurred as a result of, or during, the towing process will be the owner's responsibility.

**APP II - 23**  
**EMERGENCY SMS TEXTING**  
**Adopted April 9, 2019**

**A. Policy**

SMS Texting on the KPOA System is authorized for use by KPOA Administration, Board President, EPC Chairperson, or EPC Block Captain Leader to provide emergency short message services to Kala Point residents especially when internet is unavailable.

**B. Implementation**

KPOA residents may sign-up to received SMS Texts on their mobile phones and give KPOA permission to send them texts by completing the electronic form at <https://kalapoint.org/epc>

**C. Procedures**

KPOA Emergency Texts may consist of three types of messages:

1. Safety Alerts (emergency related messages must-know notifications),  
Advisories (urgent need-to-know time-sensitive information),
2. Traffic (specific to KPOA roads or detours).

The number of notifications sent in any month will vary based on situations within Kala Point. Messages are one-way and responses will not be accepted.

**APP II – 24**  
**Statement of Work Policy**  
**Adopted March 10, 2020**

When contracting for services or material, costing in excess of \$10,000.00 a statement of work is required. That statement of work (SOW) shall describe the scope of work to be done in sufficient technical detail so that multiple bids may be solicited.

Where the GM possesses the detailed technical expertise for the project, the GM shall prepare the SOW. Where the GM requires outside advice/expertise to prepare a SOW and evaluate the resulting bids, the preparation of the SOW shall be separately contracted out to a qualified vendor who is then disqualified from bidding on the resulting SOW. Alternatively, the GM may unitize the expertise of association members without reimbursement provided the member is not acting in any capacity for a bidder.

Unsolicited proposals from existing, or prospective vendors related to new or existing contracts shall be subject to the processes stated above.

The Board shall be provided copies of all SOW's in excess of \$10,000.00 prior to signing the contract. Any Board member may by written communication to the GM request that the proposed contract be placed on the agenda of the next Board meeting for discussion. The Board member shall have no more than 14 calendar days to submit the request to the GM. In the case of immediate health and safety of life and preservation of KPOA assets in emergencies and disasters, the GM is authorized to contract for services and material without a prior SOW.

The Board instructs the GM to make all necessary changes to APPs and other documents to implement this motion.