

## GOLF COURSE VIEW PROTECTION POLICY

Procedures for handling situations where OCHL-12 Homeowner Views have become Impaired by growth on the Harbour Pointe Golf Course

### Introduction

A Covenant Agreement binding both parties was signed on August 18, 1989 between Golf Northwest Inc (the developer of Harbour Pointe Golf Course) and BCE Development Inc (the developer of the homes around fairways 10 through 18 of Harbour Pointe Golf Course). BCE later transferred its rights and obligations under the Covenant to two Homeowner's Associations (HOAs), the One Clubhouse Lane Sector 12 (OCHL-12) HOA for homes on fairways 10-13 and the One Clubhouse Lane Sector 17 (OCHL-South) HOA for homes on fairways 14-18.

Among other provisions, the 1989 Covenant Agreement states that the design of the Golf Course and the surrounding residential properties was accomplished cooperatively by both parties "**with the objective of maximizing the value of BCE's surrounding properties, primarily through the creation of fairway lots and the opening of views**". The parties further "**confirm their general policy that removal of trees from the Golf Course Property is desirable to the extent it opens up views and vistas which benefit the Sector 12 Owner and the Sector 17 Owner's remaining property which abuts the Golf Course property. Golf Associates agrees to cooperate reasonably with the Sector 12 owner and the Sector 17 Owner as to the removal of particular trees which the Sector 12 Owner and the Sector 17 Owner may desire to remove in order to decrease view obstructions.**" The Covenant also states, "**The thinning and tree topping process shall give due regard to the Sector 12 Owner and the Sector 17 Owner's interest of opening up the golf Course views to the adjoining fairway lot owners and Golf Associates' interest of golf course design factors including aesthetics and safety considerations.**"

These expressed Covenant rights form the basis for the expectations of OCHL-12 HOA that Homeowners should not have their views unnecessarily impaired by trees or vegetation on the Harbor Point Golf Course.

The purpose of this Golf Course View Protection Policy is to formally define and clarify what constitutes a Golf Course view-impairment situation, and whether and to what extent safety and aesthetics must be considered. This document provides definitions of policy terms and outlines the procedures to be followed to permit the ACC respond in an objective, consistent, fair and reasonable manner in determining whether Golf Course view impairment situations should be referred to the Golf Club for a resolution.

## Definitions

- 1. Protected Views:** Protected Views are views of Puget Sound, Harbor Point Golf Course, Whidbey Island and the Olympic Mountains.
- 2. Protected View Sites:** Protected view sites are defined as views from each window in the major interior rooms of a home: living room, dining room, kitchen, family room, kitchen nook, den office, bonus room, master bedroom and bath, and other bedrooms; as well as views from exterior decks or patios as built by the home builder and any other decks or patios subsequently approved by the ACC.
- 3. View Protection Standard:** Views that existed in August of 1989 or at the later date when the impacted home was constructed, which is now impaired by vegetation growth on Golf Club property by greater than 25% is the view standards to be used in determining whether a specific view is protected, subject to the constraints of aesthetics and safety considerations. The percentage of view impairment excludes partial blockage from other homes, fences or vegetation growth on non-Golf Club properties.
- 4. Native Vegetation:** Vegetation that is initiated by a natural process, typically via airborne or bird seeding.
- 5. Native Trees:** The indigenous conifer and broadleaf trees present on the Harbor Point Golf Course Property when Golf Northwest began development.
- 6. Added Vegetation:** Trees and shrubs added by the Golf Club from 1989 forward.

## View Protection Policies

1. All four Protected Views are separately and equally protected. Each protected view site will be treated equally and evaluated individually.
2. Homeowners who file a view protection complaint under this policy should document their complaint with photographs, including historical photographic evidence if available.
3. In the absence of historical photographic evidence, some other supporting documentation must be provided.

## Complaint Handling Process

1. The formal Golf Course Impaired Views complaint process begins when an impaired homeowner (complainer) files a written complaint to the Association.
  - a. Within 14 Days of receipt of the complaint, the ACC will respond to acknowledge receipt and to confirm that the formal process has begun.
  - b. Within 30 days of receipt of a written complaint, the ACC will initiate an investigation of the complaint to determine its validity.
  - c. Aesthetics and Safety factors will also be evaluated and considered by the ACC before making a final determination.
  - d. Substantiated complaints will be forwarded to the designated Golf Club representative, along with any other valid complaints received by the ACC, on a quarterly basis.
  - e. The ACC will attempt to work with the Golf Club for a timely resolution of the complaint.
2. A complaint form is available through the Association which will serve to provide a thorough record documenting the nature of the complaint, any supporting information, the critical dates and the resulting actions.
3. The ACC will investigate the alleged view obstruction issue(s) assuring all complaining homeowners are treated fairly. The ACC will inform parties of the final determination in writing.
4. If a complainant challenges the ACC's determination, the dispute may be resolved by the complainant and the ACC submitting to binding arbitration, pursuant to the rules of the American Arbitration Association, to settle the issue. The Homeowners Association and the complainant will share equally the arbitration fees, but each party shall be solely responsible for their own attorney fees and expenses.