

ALAMO COUNTRY CLUB OWNER ASSOCIATION RESTATED RULES and REGULATIONS

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INTRODUCTION

The following is a manual of the Restated Rules and Regulations for the Alamo Country Club Owners Association (ACCOA) that will govern the conduct and use of all the amenities and common grounds. The ACCOA Board of Directors controls these Rules and Regulations. It also deals with the enforcement of the restrictions and conditions required in the association's Articles of Incorporation, Covenants and Bylaws and Rules and Regulations are for the benefit of all residents and observance of these rules will enhance living at the Alamo Country Club for all. The Rules and Regulations are subdivided into headings to make it easier for reference thereto. There may be some duplication of rules within various headings. These rules supersede all other versions.

All rules contained herein are to be enforced and include enforcement of conditions and requirements specified in the association's Articles of Incorporation, Convents and Bylaws and not contained herein. It is necessary that our established Articles of Incorporation, Covenants, Bylaws and Rules and Regulations be enforced without exception if we are to maintain the standards of our owners association and the value of our investment. Therefore, it has become necessary that violations of our rules be penalized.

Residents, guests, and renters shall comply with the governing rules. It is hoped that the enforcement of the penalties will be unnecessary and that all members, guests, and renters will abide by and assist in enforcement of governing rules. It is certainly in the best interests of all. Additionally, we anticipate that all members of the association will assist the Board of Directors and especially the Alamo Country Club (ACC) Manager in policing and enforcing the rules. Violations are to be reported, in writing, directly to the Club Manager for handling. After hours or on weekends, violations should be reported, in writing, to the security guard for handling for handling or to be turned into the Club Manager.

A. Procedure

- I. The manager and Board of Directors shall use the following procedure for enforcement of the Covenants and Rules and Regulations under Bylaw Article VI, Section 2.
- II. The manager will be notified of all violations in writing on the complaint form. The manager will investigate all violations reported in writing, however, the Board may appoint an investigative committee if necessary. The Board may also appoint a Compliance Committee to carry out its responsibilities in this procedure.

B. INFORMAL NOTIFICATION TO OWNER

- I. This can be as simple as a phone call, or friendly "drop in visit" by the manager to notify the homeowners that they are out of compliance with a Covenant or Rule and Regulation and to request compliance giving the owner a reasonable time frame to do so.
- II. If the owner has not taken action to cure the violation within the time frame given, the manager will follow the requirements of section C.
- III. However, the Board may seek immediate legal and equitable remedies where there is present a danger to health, safety and welfare of the Association and/or its members. The Board, pursuant to the declaration, may also seek injunctive relief or damages in a court of law, and may use any self-help authorized by the Association's documents.

C. NOTICE REQUIRED BEFORE ENFORCEMENT ACTION

- I. Before the Association may take any of the following enforcement actions for a violation of a Covenant or Rule and Regulation the manager must give written notice to the owner by certified mail, return receipt requested.
 - a) levy a fine for a violation
 - b) use self-help to cure the violation,
 - c) charge an owner for the cost of maintenance, restoration or repair,
 - d) suspend an owner's right to use a common area
 - e) charge an owner for property damage
 - f) file a suit against an owner other than a suit to collect a regular or special assessment or foreclose under an association's lien.

II. The notice must:

- a) describe the violation or property damage, list possible sanctions, state any amount due the Association from the owner; and
- b) inform the owner that the owner:

- 1. is entitled to a reasonable period to cure the violation and avoid the sanction unless the owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; and
- 2. may request a hearing on or before the 30th day after the date the owner receives the notice, and
- 3. may have special rights or relief related to the enforcement action under federal law, including the Service members Civil Relief Act (50 U.S.C. app. Section 501 et seq.), if the owner is serving on active military duty, and
- 4. will be charged for attorney's fees and costs if the violation continues after a decision is rendered following the conclusion of the hearing or, if no hearing is requested, after the deadline for requesting a hearing.
- III. The notice and hearing provisions of this section do not apply if the association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action.
- IV. The notice and hearing provisions of this section do not apply to a temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the Board makes a final determination after the hearing, or if no hearing is requested, after the deadline for requesting a hearing.
- V. If a notification letter sent under this section is returned to the Association die to the owner's failure or refusal to claim it, the letter shall be deemed to have been received by the owner on the 20th day after the postmark date of the letter.

D. HEARING BEFORE BOARD; ALTERNATIVE DISPUTE RESOLUTION

- I. If the owner is entitled to an opportunity to cure the violation, the owner has the right to submit a written request for a hearing to the manager to discuss and verify facts and resolve the matter in issue before the Board.
- II. The Association shall hold a hearing under this section *not later than* the 30th day after the date the Board receives the owner's request for a hearing and shall notify the owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing.

- III. The Board or the owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties.
- IV. If the owner does not request a hearing, the Board may impose sanctions as appropriate.
- V. An owner or the Association may use alternative dispute resolution services such as mediation.

E. CONDUCTING THE HEARING

- I. At the beginning of each hearing, the presiding officer, may introduce the case by describing the alleged violation and the procedure to be followed during the hearing. The owner is not required to be in attendance at the hearing.
- II. Each party or designated representative, may, but is not required to, make an opening statement, present evidence and testimony, present witnesses, and make a closing statement. The owner or the Association may make an audio recording of the meeting. The presiding officer may also impose such other rules of conduct as may be appropriate under the given circumstances.
- III. The Board may base its decision solely on the matters set forth in the complaint, results of the investigation and such other credible evidence as may be presented at the hearing. After all testimony and other evidence has been presented at the hearing, the Board shall, within 14 days, or such longer period as the Board may set, render its written findings and decision, and impose a sanction, if applicable. The decision, either a finding for or against the owner, shall be by a majority of the Board members present at the hearing. Failure to strictly follow the hearing procedures set forth above shall not be grounds for appeal of the Board's decision, absent a showing of denial of due process.

F. ATTORNEY'S FEES

I. All attorneys' fees, cost, and other amounts collected from an owner shall be deposited into an account maintained at a financial institution in the name of the Association. Only those persons indicated in the By-Law Article IX Section 2 may be signatories on the account.

II. On written request from the owner, the Association shall provide copies of invoices for attorney's fees and other costs relating only to the matter for which the Association seeks reimbursement of fees and costs.

SECTION I. GENERAL RULES

- 1. ACCOA is a 55 and over retirement community and, as such, at least one resident must be over the age of 55. In addition, every resident must be 18 years of age or older.
- 2. Residents shall keep current the ACCOA Resident Registration Form and the Homeowners Emergency Information Form by contacting the office with the information. Forms are available in the ACCOA office.
- 3. In some instances, the ownership on the ACCOA lot/home is by other than an individual(s) (i.e., a trust, a corporation, an estate, etc.). Also, there are instances where spouses, partners, parents, children and/or others are full time ACCOA residents. For these reasons, permanent residency will be the basis of unrestricted use of ACCOA amenities. Winter Texans are recognized as permanent residents.
- 4. Residents (both homeowners and renters) are encouraged to register with the office all guests who are staying 48 hours or longer. Guests, when using our amenities, must ALWAYS be accompanied by a resident.
- 5. Persons using any of the amenities do so at their own risk.
- 6. Residents who enter the front gate must have a pass or current **identification sticker visible** through the windshield of their vehicles. Owners and renters (hereinafter referred to as residents) may purchase these identification stickers in the office. Residents shall have a current sticker on their vehicles on or before January 1 each year.
- 7. Visitors, contractors, and tradesmen must register upon entering the front gate with the Security guards. Visitors staying more than (1) one night must get a temporary pass for their vehicle upon entering the front gate from the Security guards. Passes are to be returned when the guest departs ACCOA.
- 8. Residents are encouraged to notify the office or Security guards when they are expecting long-term visitors. The guards will use discretion and his/her own best judgment in

- granting or refusing entry. Residents who are leaving for an extended period of time should notify the office or Security guards of emergency numbers before they leave.
- 9. In the absence of the General Manager, the Security guards, assisted by the Security Committee, have the authority on matters concerning the common areas.
- 10. No unlicensed driver shall operate a golf cart.
- 11. The speed limit within the country club is 20 miles per hour. Stop signs are for the protection of all and should be observed by drivers of golf carts as well as by drivers of other vehicles. No overnight parking is allowed on the streets for more than three consecutive nights. This includes automobiles, R.V. units, utility trailers and golf carts.
- 12. All committees shall operate under the direction and pleasure of the Board of Directors.
- 13. It is required that the seller provide to the buyer of real property within the Alamo Country Club, current copies of the Covenants, By-laws, Owners Association Rules and Regulations and any Special Assessments. Both parties shall sign a form acknowledging receipt of these documents. Copies of the documents and the form are available in the office.
- 14. Residents may only have contractor's working in ACCOA between 7:00 am and 7:00 pm Monday through Saturday. There shall be no contractor work or building material and household item deliveries on Sundays or the following Federal Holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas.
- 15. It is not permissible to hang out any clothing or have any clothing or have any clothing lines within your yard.
- 16. All events which occur at ACCOA are for the benefit of ACCOA residents and their guest. Any event which occurs may be advertised inside ACCOA only. No advertising of any type may be presented to the general public. This includes all media outlets as well as printed material designed to be handed out individually or posted in any way outside the ACCOA community.
 - All material distributed inside the community must be signed by the event chairperson and the manager of the club or representative.

17. The following areas will be classified as restricted areas whereas only authorized personnel will have access. The restricted areas are: maintenance yard, pump house, north and south storage areas in the clubhouse, pool pump area and behind the counter in the pro shop. A list of authorized personnel to enter these areas will be maintained in the General Manager's office and will be updated on an as needed basis or, at a minimum, annually.

RV & STORAGE AREA

- 1. The Storage Area is a for-lease storage facility. Leasing a space in the storage area shall be limited to property owners who are members of ACCOA.
- Storage spaces shall only be used to store vehicles that are used for their intended purpose at least once annually, including, but not limited to, motor vehicles, recreational vehicles, utility/cargo trailers, boats with trailers etc. All vehicles must be kept in good repair and moved annually. However, enclosed sheds may be used to store other types of personal property.
- 3. All storage spaces must be kept free of any items that promote termite infestation or vermin production or that represent a fire hazard. Additionally, any items that create a nuisance visually, or by their nature, are prohibited including, but not limited to, old tires, inoperable vehicles and/or parts, old home appliances, worn-out yard equipment, firewood, old lumber and pallets, etc.

4. Sheds, shed doors and flooring:

- A. <u>Process</u>: Any planned improvement to a shed in the RV/storage area must be presented to the PPRC committee prior to the start of any work. This request must include a plan for the improvement complete with a bill of materials to be used, a brief statement of what is to be stored in the unit to be enclosed, and a proposed schedule of when the work is to be performed. The PPRC will review the request and approve or reject the request in a timely manner. With initial approval from the PPRC and final written approval from the BOD, the shed owner must secure a building permit, if necessary, from the Hidalgo County. Once a building permit is secured, or deemed unnecessary, work may begin.
- B. <u>Doors</u>: After PPRC approval and BOD written approval, doors may be installed providing they have no headers typically required of overhead doors or any other height restricting addition that would reduce the original height of the door

opening. A man-door may be installed in one side of the swing type (or other acceptable type) door that allows access without opening the entire structure. The main door shall be a manufactured metal door or made with a white metal skin over a treated lumber frame.

- C. <u>Floors</u>: Shed floors may be improved by adding concrete provided the original floor elevation is maintained and no drainage issues are created. The floor installation plan must be submitted to the PPRC committee prior to starting any work. The plan must include a drainage provision that addresses the slope of any concrete to be installed to insure no drainage is directed toward any other shed. Digging out of floors is strictly prohibited. The addition of a concrete floor must be built in accordance with the following guidelines: The floor must be at least 5 inches thick with reinforcement wire or fiber mesh and have no more than a 2-foot front apron outside the shed opening with finished surface to be the same elevation as existing material. (Eliminated "Digging out of floors is strictly prohibited.") (In last sentence, eliminated "no more than")
- D. <u>Interior walls</u>: Interior partition walls, if installed, must be installed on the owner's side of the support beams. Materials used for partition walls must be non-flammable.
- E. <u>Existing Shed Enclosures</u>: Once removed, any future new doors to that shed must be installed according to the guidelines in force at that time.
- F. <u>Appeals</u>: All decisions by the PPRC may be appealed to the BOD Executive Committee. No other appeals are available through ACCOA.
- 5. Spaces shall be leased and assigned at the ACCOA Office on a first-come, first-served basis during the month of February each year with priority given to owner/members in good standing, who currently lease a space. In order to follow this first-come, first-served rule, the ACCOA Manager will maintain a waiting list of owner/members who have expressed a desire to lease a space. The lease period (the "Lease Period") is from March 1st to the last day in February of the following year. Payments received after March 15th will be assessed a late fee equivalent to the annual lease fee.
- 6. Only one space may be leased by each household, regardless of the number of lots in the ACCOA that the member owns or has an interest in. The owner/member may lease space in the open part of the Storage Area or in the areas occupied by storage sheds.

Owner/members who currently own more than one shed and lease more than one space will continue to be eligible to do so for as long as they continue to renew their leases. Owner/members currently leasing a space will be eligible to lease an additional open space (without a shed) if there is no waiting list and there are still spaces available for lease on or after April 1st. Such additional space will be available for lease on a first-come, first-served basis and the owner/members leasing these additional spaces will not retain priority to lease these spaces again during the following year unless they are again available for lease on or after April 1st.

- 7. Owner/members will be required to complete and sign an ACCOA Storage Area Lease Agreement and pay the current lease price for each space that is leased prior to the use of that space. Owner/members shall not sub-lease their space to another person.
- 8. When a lease agreement for the leased space is completed and the lease price has been paid, a sticker showing the owner/member's lot number will be issued to the owner/member. This sticker shall be applied to the vehicle parked in the space and shall be prominently displayed in such a manner as to be visible from the road. Shed owners shall display their sticker under the space number on the shed facing the roadway.
- 9. No lease fees will be prorated; however, any spaces that are available after September 1st can be leased for one half (1/2) the current lease price for the balance of the Lease Period.
- 10. Owner/members vacating a space shall do so by the end of the Lease Period. Owner/members who fail to vacate a space as required shall pay a hold over fee equal to one-tenth (1/10) of the amount of the annual lease price per day.
- 11. The use of electricity (available in sheds only) is exclusively for RV storage and only as necessary for charging the battery of the RV and for minimally necessary lighting of enclosed sheds. Any other use of electricity will require the installation of an electric meter at the shed owners' expense.
- 12. Failure to follow any provisions of the lease agreement, these rules and regulations, or the Storage Area parking instructions posted at the entrance to the Storage Area shall be grounds for termination of the owner/members lease.
- 13. The ACCOA BOD will propose a lease price for each space prior to the Annual Member's Meeting each year. Consistent with ACCOA's status as a non-profit corporation, the intent

- of the proposed lease price shall be the recovery of the annual cost of operating and maintaining the Storage Area to the extent that costs can be determined.
- 14. The ACCOA BOD will revise the Storage Area parking instructions periodically, as necessary, and the Manager will post these prominently at the entrance to the Storage Area.
- 15. The ACCOA BOD reserves the right to remove and dispose of property stored in violation of these rules in a manner required by law after notice to the owner/member.

YARD MAINTENANCE

- 1. All Homeowners are responsible for the maintenance of their yard year-round. Those Homeowners leaving for more than two (2) weeks need to inform the office of their yard contractor before leaving.
- 2. Grass yards shall be mowed as necessary in order to maintain proper appearance of ACCOA.
- 3. All yard contractors are responsible for bagging the clippings and disposing of clippings at time of service.
- 4. Rock yards will have weeds controlled as needed.
- 5. Flowerbeds should be maintained to have no weeds or grass growing within them. It is the responsibility of the homeowner to maintain their plants and trees along property lines as not to encroach into others property.
- 6. Fallen fruit from trees must be picked up and not left to rot on the ground. (Note) the fallen fruit provides a breeding environment for insects and also attracts rodents.
- 7. ACCOA will pick up yard waste on Fridays, unless they fall on a holiday and, if so, alternative times will be announced at the clubhouse. For pickup, all limbs must be cut in no more than 3ft lengths and bundles will not weigh more than 50 pounds. All leaves and grass cuttings must be bagged in plastic bags for pickup.

- 8. If a Homeowner is doing a large trimming job, they can request a trailer to be delivered to their lot if the trailer is available and is not requested on a brush pickup day.
- 9. The ACCOA Employees will not perform any work for the property owners during their working hours.
- 10. There will be a \$ 50.00 minimum charge to the property owner (per offense) if the ACCOA is required to contract yard service on your property. If any yard service has not been paid within 60 days, a lien will be placed against the property.
- 11. No bathroom fixtures such as toilets, bathtubs, sinks, etc. are allowed to be used as decorative flower boxes or item.
- 12. Only organic yard trash to be disposed at brush area.
- 13. ACCOA will dispose of some items for a fee, such as hot water heaters, washer, dryer, commode. We will not dispose of any items with freon in unit. Call the office to schedule a pick up.

SECTION II. CLUBHOUSE RULES

- The ACCOA clubhouse is a NO SMOKING area. No animals allowed in the clubhouse, except those who serve for handicap needs and any BOD sanctioned event including an animal. No Gambling allowed in clubhouse.
- 2. **PROPER ATTIRE:** Appropriate attire is required in the clubhouse. No wet bathing suits are allowed in clubhouse and bathing suit cover-ups are required for ladies and shirts are required for men to come into clubhouse wearing bathing suits.
- 3. **OFFICE:** The ACCOA office hours are posted by the front office door.
- 4. **CLUBHOUSE:** The clubhouse is opened at 5:30 am and closed at 11:00 pm. Residents desiring to use the clubhouse will do so in accordance with the following guidelines:
 - a. At least 50% of invited attendees at all functions, except family functions, must be ACCOA residents.

- b. All outside groups MUST be sponsored by an organization that is a member of the Activities Committee.
- c. Members will be allowed to hold family functions at the clubhouse as long as it is for one or more owners of ACCOA property. They do not need to abide by Guidelines a and b (above). There will be a \$ 50.00 refundable deposit to cover cleaning, repairs or replacement of broken and missing items. The fee may be prorated if needed to cover costs. After inspection by the General Manager of ACCOA, Chair or Vice-Chair of the Activities Committee, the personal check of the homeowner will be returned. There is a \$ 50.00 fee for private use of the clubhouse, excluding memorial services for ACCOA residents.
- d. Monthly Committees, Groups, and/or individuals are not permitted to have any fundraiser for their treasury in the same month they are hosting without prior approval from the Activities Committee.
- e. All **fundraisers must be pre-approved** by the General Manager and Activities Committee through the proper request form, 30 days before the function. Forms are located in the ACCOA office.
- f. Groups of individual residents are encouraged to sign up to host a monthly event (i.e., potlucks, block parties, etc.). All committees, groups, and/or individuals are encouraged to schedule a minimum of one (1) fundraising event. Profits from these events will go to the Activities Committee.
- g. Use of one room DOES NOT mean another room cannot be used. Occupants should use common courtesy regarding noise level.
- h. Organizations are to sign the contracts for the groups they hire and are accountable financially for said contract. The Activities Committee with the consent of a majority of its members may choose to help out financially, but it should not be automatic or expected.
- i. "ALL" Free-will offering events must be pre-approved by the Activities Committee no later than fourteen (14) days before the scheduled event.
- j. The sponsoring and/or hosting Committee, Group, and/or individuals are responsible for:

- Shutting off the air conditioning, fans and lights after the function
- Cleaning tables
- Sweeping the floor (great hall and kitchen)
- DO NOT WASH FLOORS
- · Cleaning the kitchen: washing counter tops and sinks
- · Putting away all used kitchen equipment
- Spreading wet towels and clothes on counter tops or over sink front
- Taking trash **out to trash area** (Behind brown fence)
- Disposing of all remaining food items
- k. Arrangements by residents for the use of any room or pavilion must be made with the General Manager:
 - Request should be made 14 days in advance
 - Notify Office 2 days in advance how the room is to be set up
 - If room(s) is to be used for a function other than social, notice must be given 14 days in advance stating the topic of the meeting.
 - If it is to be a political meeting (Example: Meet the Candidates) all candidates need to be invited. All candidates must be notified by certified mail, and the receipt given to the Club Manager.
 - · Name of moderator is required prior to the event.
- I. Arrange with the Office for any audio or visual equipment that may be needed.
- m. All functions requiring an entrance fee must have a sign-up sheet posted on the bulletin board in hall unless tickets are to be sold. **Notification of the date and time of the posting of the sign-up sheet must be posted at least 2 weeks in advance of the event.**
- Any tickets to be sold by the golf shop may be submitted for sale no sooner than 30 days before the event.
- o. No scheduled functions requiring an entrance fee may be cancelled without the approval of the Activities Committee.
- p. Other than the set activities that are scheduled each month of each year and have rooms automatically reserved for their use (i.e., Golf, Bridge, Bingo, etc.) all other scheduling of room use will be on a "First Come, First Served" basis.

- q. Use charge for consumable items (i.e., ice, coffee, tea, paper products, and plasticware) shall be as follows:
 - (1) When ALL proceeds from a monthly Social Committee function go to the Activities Committee, there is NO CHARGE for the consumable items used.
 - (2) When an organization **does not** charge an admission fee and uses Disposable and consumable items for a function, it is required to pay the below prices to the Activities Committee:

 (a) Ice (Per Bag):
 \$1.25

 (b) Coffee (10-cup Pot):
 \$1.50

 (c) Coffee (50 to 60-cup Pot):
 \$8.00

 (d) Coffee (100-cup Pot):
 \$15.00

 (e) Iced Tea (Gallon)
 \$1.00

 (f) Kegerator
 \$75.00

- (3) The Activities Kegerator may be rented through the Office for Club/Committee functions held at the Clubhouse, pool area or pavilion. NO HOME Rentals.
- (4) A \$75.00 fee is required and \$50.00 will be refunded when the Kegerator is returned cleaned per directions posted on the unit. The unit and the keg must be returned cleaned and inspected by an Activity Committee member within 72 hours after the function has ended.
- (5) As per agreement with the ACCOA Investors Club, they will not pay any rental fees for use of the Kegerator as it was a donation from them to the ACCOA Activities Committee. They will not pay a \$50.00 refundable deposit provided the unit is returned per posted directions.
- (6) Beer and/or wine must be purchased through the Pro Shop NO EXCEPTIONS.
- r. Items normally available in the kitchen for use as disposable and consumable items are:

COFFEE	ONE-GALLON ZIPLOCK	DINNER NAPKINS	6-INCH PLATE (STYRO)
GLOVES	TRASH BAGS	PAPER TOWELS	10-INCH PLATE STYRO
INSTANT TEA	TO-GO BOXES	3M PADS	ALUMINUM FOIL
CREAM PACKETS	BEVERAGE NAPKINS	LIQUID SOAP	½ INCH STEAM PANS
SUGAR PACKETS	PLASTIC STIRRERS	PAM SPRAY	PLASTIC SILVERWARE
SWEET N LOW PACKETS	INDIVIDUAL BUTTER CUPS	TABLE COVERS -	4 OZ. BOWLS (STYRO)
		WHITE VINYL	
SARAN WRAP FILM	SALT & PEPPER W/SHAKER	8 OZ COFFEE CUP & 12 OZ	
		DRINKING CUP (STYRO)	

- s. Activities Committee Rules and Regulations Acceptance Form must be signed and returned to the Activities Committee by September 1st of each and every calendar year. Forms are located in the ACCOA office.
- 5. **EXERCISE ROOM:** The exercise room is open from 6:00 AM to 11:00 PM daily. The exercise room is for use by residents only. Persons using any of the equipment do so at their own risk. No items may be removed from the room.

6. **GOLF SHOP:**

HOURS:

a. The Golf Pro Shop hours are Tuesday - Friday 8:00am to 4:00pm and Saturday 8:00am to 1:00 pm. Sunday and Monday are closed. Golf shop hours may be modified by the General Manager to accommodate events or workloads.

EVENTS:

- a. Saturday Scramble deadline to sign-up is Friday noon.
- b. Couples Scramble deadline to sign-up is Thursday noon.
- c. After all event deadlines, a stand-by list will be available, if your handicap is compatible with a cancellation you will be notified.
- d. The Golf Shop Manager will schedule and conduct Saturday mixed scrambles and Friday couples with times to be posted. The Golf Shop Manager will have the final determination on the conduct of these scrambles.

- e. Names will be put into the Golf Shop computer and the first run of the software will determine the team assignments. Individual requests for team assignments cannot be honored. There is the possibility that some couples may be paired on some events.
- f. Ties will be broken by scorecard review using the following hole order (2, 7, 9, 3, 5, 6, 4, 8 &1). The Golf Shop Manager will make the final determination.
- g. Payouts will, in general, be made to approximately one-half of the teams. The golf shop manager will make the final determination.

SALES:

Merchandise return policy

- You must present receipt of sales with returned item(s).
- Returned merchandise items must be in same condition as time of sale. No worn items will be accepted.
- . All merchandise sales are final after 10 days.
- · All golf club sales are final at time of purchase.
- · All discounted or sale items are final at time of sale.
- No returns on Special Orders.
- A deposit is required on Special Orders over \$ 100.00.
- All warranties are through the manufacture company and it is the responsibility of the purchaser to register them.

ACCOUNTS:

- Prize money will be awarded to Homeowner's Pro Shop account.
- Effective July 1, 2018, all accounts must be liquidated by April 30th of each year. Accounts in arrears must be satisfied and accounts with cash balances will be forfeited unless spent down in the golf shop. No cash or check refunds will be issued.
- Renters must liquidate their accounts prior to leaving or forfeit them.

SECTION III. LOCAL GOLF COURSE RULES

THE GOLF SHOP MANAGER IS RESPONSIBLE FOR ENFORCING THE ACCOA GOLF RULES. ALL COMPLAINTS OF VIOLATIONS MUST BE SUBMITTED TO THE GOLF SHOP MANAGER OR THE GENERAL MANAGER IN WRITING AND SIGNED. RULE VIOLATIONS ARE SUBJECT TO PENALTIES AS PROVIDED BY THE CLUB RULES.

1. SIGN-UP

- a. Tee times are required from November 1 through April 30 between 8:00 AM and 4:00 PM. Tee times are not required from May 1 until October 31.
- b. All players must start on #1 tee. During no tee times, May 1 until October 31, individuals and groups are required to utilize the ball rack on the men's #1 tee box to establish correct order of play.
- c. An individual can sign up prior to 2:00 PM for only one block of tee times, i.e., 4 players. All players' names must be listed.
- d. An individual signing up must include him or herself and the names of accompanying players. When fewer than 4 names are listed any individuals may sign up to play.
- e. Residents cannot sign up golfers that are not present to play or use guests as a means to control who may play with them.
- f. No-shows will be considered as having played for that specific day.
- g. Any participants in a sanctioned tournament, on day of event, cannot play on golf course prior to event.
- h. Golfers may play an extra 9 holes of golf on any day the course is open between November 1 and April 30 with the following restrictions:

- (1) If tee times are available, a second tee time can be signed up for after 2:00 pm. for the following day.
- (2) If a player has finished his round of golf and additional tee times are available for the same day, the player may sign up and play again that day.
- (3) Players may begin play before 7:52 am or after 4:00 pm. Those golfers playing before 7:52 will have to wait on mowers on the course.
- i. Players are required to report to the Golf Shop at least 10 minutes prior to their tee time. If a player is unable to keep the tee time, the player must notify the Golf Shop.
- j. A maximum of four players is permitted.

2. **GOLF RULES**

- a. USGA rules apply except where local rules are noted herein.
- b. Any participants in a golf committee sanctioned tournament are not allowed to play any part of the course before the tournament.
- c. All Holes (as applicable):
 - (1) A ball lying in the fairway may be marked, lifted, cleaned, and placed within 6 inches of its original lie. Also, if a ball comes to rest in a barren area in the fairway, the player may take relief as ground under repair. USGA Rule 25-1; Abnormal ground conditions.
 - (2) In the rough, a ball MUST BE PLAYED AS IT LIES.
 - (3) **IMMOVABLE ARTIFICAL OBSTRUCTIONS:** Immovable artificial obstructions are defined as items such as electric transformers, irrigation pipes, yardage markers, cable TV boxes, sprinkler heads and concrete cart paths. Refer to Out of Bounds lost Ball section for a complete definition of Out of Bounds. A player may move the ball from an immovable artificial obstruction with no penalty by using the following procedure:

- Determine the nearest point of <u>clear relief</u> for stance and intended swing.
- Simulate address position using the club that you expect to use to hit the shot
- · Place a marker where your ball would be at that point.
- Through the green (fairway and rough) the ball may be dropped within one club length of this point, no nearer the hole, using your longest club for measurement.
- · If <u>clear relief</u> can be taken <u>across a cart path</u> from the nearest point of relief, it would be permissible.

Be aware of the following:

- A player may NOT use this procedure in a hazard or on the putting green.
- The dropped ball may roll two more club lengths from the point where it touched the ground.
- Even after the free drop, there still might not be an unobstructed path to the green.
- (4) TREES ARE NOT ARTIFICIAL IMMOVABLE OBSTRUCTIONS. Player can declare the ball unplayable, and relief can be taken as defined in paragraph c. (1) Relief Situations and Procedures.
- (5) Practicing on the fairways and greens of the golf course is strictly prohibited. All practicing will be at designated areas of the driving range, chipping area and putting green.
- (6) When one or more holes are open ahead of a group of players, players behind them should be allowed to play through.
- (7) Time permitted to look for a lost ball is FIVE minutes. If a ball is lost in a water hazard, limit the time to THREE minutes.
- (8) Retrieving golf balls other than your own from the water is prohibited. All golf balls in the water (other than your own) are property of Alamo Country Club. ACCOA is not responsible for any injuries while retrieving golf balls.

- (9) If a ball strikes a yardage marker, the player may replay the shot with no penalty.
- c. Relief Situations and Procedures:
 - (1) **Unplayable Lie** [One stroke penalty]:
 - (a) Play a ball as nearly as possible at the spot from which the original ball was last played. OR
 - (b) Drop a ball within two club-lengths of the spot where the ball lay, but not nearer the hole. OR
 - (c) Drop a ball behind the point where the ball lay, keeping that point directly between the hole and the spot on which the ball is dropped, with no limit to how far behind that point the ball may be dropped.
 - (d) The ball will be removed from under arborvitae trees and played as an unplayable lie with a 1-stroke penalty.
 - (2) Water Hazards. Direct water hazards are defined by YELLOW stakes; lateral water hazards are defined by RED stakes; and, both are IN the hazard. The ball is deemed to be in the hazard when it lies in or any part of it touches the hazard. Playing options from water hazards:
 - (a) OPTION A [Direct and Lateral Hazards]: Drop the ball anywhere behind the hazard on an imaginary line extending from the hole through the spot where the ball last crossed the margin of the hazard (no closer to the hole). One stroke penalty.
 - (b) OPTION B [Direct and Lateral Hazards]: Go back to the place from which the ball was originally hit. One stroke penalty.

- (c) OPTION C [Lateral Hazards ONLY]: Drop the ball within two club lengths of the spot where the ball last crossed the margin of the hazard OR within two club lengths of a spot on the opposite side of the hazard, equal distance to the hole. One stroke penalty.
- (d) OPTION D [Direct and Lateral Hazards]: A player may play the ball from within the hazard with no penalty. If the player chooses this option, the club cannot be grounded (soled).
- (e) OPTION E [Direct and Lateral Hazards]: Play the ball from a marked drop area (see specific holes below). One stroke penalty.
- (3) **Bunkers.** A bunker is defined as consisting of a prepared area of ground, often a hollow, from which turf or soil has been removed and replaced with sand or the like. A player may not ground (or sole) the club in a bunker. If a player so desires, the ball may be deemed unplayable in a bunker and the player may use the following options:
 - (a) Drop the ball on an imaginary line extending from the hole THROUGH the spot where the ball lies unplayable. That line stops at the edge of the bunker. The ball MUST be dropped in the bunker, no nearer the hole. One stroke penalty.
 - (b) Go back to the place from which the ball was originally hit. One stroke penalty.
 - (c) Drop the ball within two club lengths of the spot where the ball lies un-playable. The two club lengths cannot extend outside of the bunker and must be no nearer the hole. The ball MUST be dropped in the bunker. One stroke penalty.
- (4) Out of Bounds and Lost Balls. Out of bounds may be marked by white stakes, white lines. All out of bounds markers will be placed on the golf course side of concrete curbs, walls, fences and other owner property lines. The stakes and lines, themselves, are out of bounds and the ball is determined to be out of bounds when ALL of it lies out of bounds. A ball

laying against a concrete curb or other property line is clearly out of bounds when ALL of it lies out of bounds and must be replayed from the spot where the original ball was last played with a one stroke penalty. The same procedure shall apply if a ball is lost. If the ball is NOT against the curb but is several inches from the curb, it is still in-bounds and in play. NO relief for stance and swing is allowed from the curb inasmuch as the curb is clearly out of bounds. The ball must be played as it lies, or, of course, there is always the option of declaring an unplayable lie which includes a one stroke penalty.

- (a) From the Tee: The ball may be played from anywhere within the tee markers and may be re-teed.
- (b) Through the Green: The ball must be dropped no nearer the hole.

d. Specific Holes:

- (1) Hole #3:
 - (a) If the ball passes the bridge and lands in the water inside (below) the red markers, the ball must be played as a direct water hazard. The player may use Option A or B under water hazards.
 - (b) If the ball crosses over the hazard past the red markers and then falls back into the water, the ball may be played as a lateral using Option A, B or C underwater hazards.
 - (c) If the ball lands on the left side of the green and rolls into the hazard, crossing the red stakes, it is played as a lateral water hazard. The player may use Option A, B, or C under water hazards.
 - (d) Women ONLY may use Option E under water hazards under any of the above circumstances.
 - (e) If the ball is incorrectly played from the green side, it is a TWO stroke penalty.

- (f) If the ball lands or comes to rest IN the garden area behind the green, the ball may be dropped in the designated drop area. One stroke penalty.
- (g) If the ball comes to rest against the wall of the garden area, the player may drop the ball no nearer the hole. No penalty stroke.
- (2) Hole #4: From the out of bounds marker located approximately 160' west of the cart path, a ball resting against the north side of the cart path shall be considered partially in bounds and the golfer is entitled to free closest point of relief (no closer to the hole) plus stance and swing. Again, there is no penalty for this relief.
- (3) Hole #5: If the ball goes into the hazard to the right of the green after it passes the dual yellow and red markers or goes over the back of the green and into the hazard, it is played as a lateral water hazard. Both men AND women may use any of the above water hazard options (as applicable).
- (4) Hole #6: If the ball goes into the water, women may choose to use the designated drop area or any of the other options for direct water hazards. Men MUST use the options for direct water hazards.
- (5) Hole #8: Out of bounds on the north side of this hole shall be defined by the north side of the cart path. A ball resting against the north side of the cart path shall be considered partially in bounds and the golfer is entitled to free closest point of relief (no closer to the hole) plus stance and swing. Again, there is no penalty for this relief.
- (6) Hole #9: Behind the number 9 green, the concrete edge of the golf cart parking area and the sidewalk is out of bounds.

3. **GOLF CARTS**

a. All carts are to stay on the cart paths except those with a physical limitation flag.

Those with physical limitation flags will travel the cart paths to the point

perpendicular to the ball, then enter AND leave the fairway by the shortest route. When playing this 90-degree rule, pick up your own ball (including play in scrambles). The Golf Shop manager has the authority to both issue and revoke physical limitation flags. A doctor's statement or a currently dated handicapped automobile sign is required for both permanent and temporary flags. Flags are issued for a period equivalent to the doctor's statement (or auto sign) and will be canceled at the end of that period unless an update is provided.

- b. All golf carts will be numbered with the member's lot number. The numbers will be at least 3" high and will be placed on both sides of the cart.
- c. Golf carts shall be limited to two persons each. Each player must have a set of clubs.
- d. No golf cart is permitted within 30 feet of the green.
- e. Pull carts are prohibited on the greens, the shoulders of greens, or between greens and bunkers.
- f. Carry bags should be placed on the shoulders of the greens, not on the greens.
- g. Spectators are allowed to ride along during scheduled events unless otherwise stated.

4. **SAFETY**

- a. <u>No person under age of 18 years of age</u> shall be allowed on any portion of the golf course during golfing hours.
- b. No bikes, skateboards, roller blades, etc. shall be allowed on cart paths or course at any time.
- c. Walking, running, or jogging on cart paths is prohibited during golfing hours.
- d. Persons fishing in the lakes on the golf course shall concede right of way to golfers during golfing hours. Fishing, at all times, shall be at the risk of the person fishing.

5. MISCELLANEOUS

- a. Appropriate attire is required on the golf course; bathing suits, halter-tops, cut off shorts, and "muscle shirts" are prohibited. Only golf shoes with <u>soft spikes</u> or tennis shoes may be worn on the course.
- b. No swimming or wading is allowed in any lake.
- c. Pets will not be allowed on the golf course at any time.
- d. Players are responsible for damage that they cause to the course or the property near the course. Damage should be reported to the Golf Shop manager upon completion of the round.
- e. Litter, including cigarette butts and broken tees, is to be placed in trashcans on tee boxes. Glass is not permitted on the course.

6. **GUESTS**

a. Residents will be charged for guests using the golf course. This charge will be \$8.00 per day per guest. Guests outside of a 150-mile radius from the Alamo Country Club and overnight guests with inviting owner will not be subject to the charge for use of the golf course as long as guest does not extend past twenty-one (21) consecutive days. Guests within a 150-mile radius of the Alamo Country Club will be subject to the charge of \$8.00 per day for use of the golf course.

A Non-Local Guest is anyone with a place of residence as shown on their driver's license or other identification not within a 150-mile radius of ACC. In addition, to play golf during the winter season, Non-Local Guests **must** be staying overnight at a resident's home in ACC. People that are staying at a local Motel, RV Park or other lodging facility near ACC are considered to be Local Guests.

Time Period of Play	Guest Fees	
	Local Guest	Non-local Guest
May 1 thru October 31		
	\$8 per day	No fee
November 1 thru April 30	Cannot Play	No fee

- b. Guests must be accompanied by a resident.
- c. Residents are responsible for damage caused by their guests.
- d. To enhance the knowledge of our golf course maintenance employees, the manager may schedule these employees to play the course outside of their normal work hours as Guests of ACCOA and the BOD. There will be no charge for this play. This privilege is limited to no more than twice monthly. The manager will ensure that this play does not interfere with ACC member's use of the course. These employees must be accompanied and supervised by the Course Superintendent at all times during play.

7. OTHER RESTRICTIONS

Conditions may arise warranting further restrictions regarding use of the golf course upon the recommendation of the Course Superintendent or Club Manager, the Golf Committee, and with the approval and direction of the Board of Directors.

8. LOCAL HANDICAP, AWARD, AND TOURNAMENT REQUIREMENTS:

- a. In order to have a handicap, which enables all golfers to play in scrambles, leagues, or tournaments, a handicap fee must be paid to the Golf Shop on a yearly basis.
- b. Players are responsible for recording all scores in the Golf Shop after correcting individual hole scores in accordance with the "Equitable Stroke Control" table as posted. In order to participate in club sponsored scrambles, special events, or tournaments, players must post their individual scores after noted corrections and maintain an active, up-to-date handicap. In order to retain your handicap, a player

must turn in 12 scores in the last 12 months with the exception that part time residents need only 6 scores in the past 12 months. This is a requirement to play in any golf tournament. If you have not turned in the required scores as stated during the last 12 months, then you must start over and turn in 5 scores to establish a new handicap.

- c. In competition, the gold tees are for the use of men, and the blue tees for the use of women, 80 years of age or older, unless granted an exception by the Golf Handicap Committee.
- d. No tournament, scramble, or use of the golf course sponsored by a non-member can be held without the approval of the Board of Directors.
- e. All proceeds and awards must be controlled by the Golf Shop. Any exceptions to this rule must have the approval of the Board of Directors.
- f. All resident golfers must obtain a bag tag from the Golf Shop.

9. **GOLF LESSONS**

- a. Lessons will be limited to ACC Residents. No non-members will be allowed to take lessons at ACC.
- b. There will be no playing lessons on the golf course.
- c. At no time shall lessons interfere with the use of the facilities by other residents.

10. **GOLF ETIQUETTE**

- a. On the Tee:
 - Observe the tee markers; always tee the ball BEHIND them.
 - The player with the "honor" drives first.
 - · Never talk or move about when another player is driving.

- Never swing a club where you can be seen or heard by the player driving.
- Wait until the players ahead have played their second shots AND are out of your driving range before teeing off.
- Repair all divots with sand mix. Don't take divots with practice swing.
- · Warm up should be performed outside the tee box.

b. On the Fairway:

- · The player who is "away" plays first.
- · Never stand in the line of a player's shot.
- · Be still while a player is taking a shot.
- If a ball is lost, signal the players behind to go through, then wait until they are out of range before playing again.
- · Wait until the preceding players are off the green before making an approach shot.
- Replace, and press down with your foot, all divots.
- · Call "FORE" if your ball goes near any other person.
- · Allow faster players to play through if hole is open ahead.

c. In a Bunker:

- · Enter and leave the bunker at the point nearest the ball.
- Smooth over ball, club, and front marks with the rake when you leave the bunker.
- Leave the rake INSIDE the bunker, tines down, near the right or left perimeter.

d. On the Green:

- Leave extra clubs at the edge of the green nearest to your path to your cart.
- Place the flag at the edge of the green, away from the players putting lines.
- The player "away" putts first.
- Keep your body still, and your shadow out of the putting line of any player.
- Do not move or talk while players are putting.
- · Avoid stepping on the turf at the edge of the cup.

- · Avoid stepping on another players putting line.
- Repair your ball markers and any others left by other golfers.
- · Never use your club head to remove the ball from the cup.
- Replace the flag in the cup immediately after holing out.
- Leave the green immediately after holing out; record the scores after you leave the green or on the next tee box before teeing off.

11. METHODS OF SPEEDING PLAY

a. On the Tee:

- . Have tees in pocket of clothing.
- Have identifying mark on your ball.
- Place golf cart near tee area to prevent delay after teeing off.
- While waiting to tee off, warm up with practice swings so as to be ready when it is your turn to play. (Take no divots).
- Take no more than one or two practice swings before actually teeing off.
- Use only one ball UNLESS your ball is out of bounds, may be lost, or is in a water hazard.
- Watch your drive until the ball stops rolling. Line it up with some object such as a tree, post, etc. Keep a mental picture of the distance and direction that the ball went.

b. On the Fairway:

- Drive golf cart directly to a point opposite your ball being careful not to get ahead of or in the line of play of golfers behind your ball.
- Plan the club you will use for your next shot as you drive or walk up to the ball.
- Upon reaching your ball, if you are uncertain as to what club to use, take two or three with you so you will have the right club.
- Take no more than one practice swing before playing the ball. A practice swing is not absolutely necessary once you have warmed up and are actually playing; a single swing just to loosen up and get the "feel" should be all that's required for most players.

- · IMMEDIATELY signal players behind you to play through when you lose a ball or send it out of bounds and intend to look for it.
- Be ready to play when it is your turn; make the preliminary preparations such as selection of your club, planning your aim, and even getting your grip. Watch the shots of the other players and then step quickly to your ball and play.

c. On the Green:

- Before going onto the green to putt, place your extra clubs just off to the side of the green nearest your path to your cart.
- Immediately mark and lift your ball if it is in the way of another players ball.
- Stand on the side of the green nearest your ball when waiting your turn to putt.
- If your ball is nearest to the hole, tend the flag for other players, if asked. As soon as one player holes out, that player tends the flag for the remaining players, if asked.
- Each player has the right to continue putting until the ball is holed out UNLESS it requires standing on another players putting line.
- Leave the green as soon as the last player from your group holes out.

12. RULES FOR PUTTING GREEN, DRIVING RANGE & CHIPPING RANGE

a. Putting Green:

- No using of facility while under maintenance.
- · No one under 18 allowed on putting green.
- Open on Mondays.
- No carts on putting green.
- No littering such as broken tees, cans, cigarette butts, Kleenex, etc.
- No using facilities under bad weather conditions such as rain, lightning, hail, etc.
- · All guests must be accompanied by a resident.
- · Chipping and pitching is allowed anytime.
- No paid lessons are allowed at this area.

b. Driving Range:

- No using facility while under maintenance.
- · Hit from marked area only.
- · Use sand to fill in divots.
- No littering such as broken tees, cans, cigarette butts, Kleenex, etc.
- No removing baskets or balls from range.
- No using facilities under bad weather conditions such as rain, lightning, hail, etc.
- \$1.00 per basket of balls.
- · All guests must be accompanied by a resident.

c. Chipping Range:

- · No using facility while under maintenance.
- Rake sand traps.
- No golf carts on grass.
- No littering such as broken tees, cans, cigarette butts, Kleenex, etc.
- No removing baskets or balls from range.
- No using facilities under bad weather conditions such as rain, lightning, hail, etc.
- \$ 1.00 per basket of balls.
- · All guests must be accompanied by a resident.

SECTION IV. POOL AND SWIMMING RULES

(Also see rules posted at the pool).

Pool hours are from 8:00am to 11:00pm and Spa hours are 6:00am to 11:00pm except for Thursday, they open at 12:00 noon. All swimmers swim at their own risk. There is NO LIFEGUARD ON DUTY.

1. All guests under the age of 21 must be accompanied by a resident and all guests must register at the golf shop window before swimming or using the hot tub.

- 2. Shower before entering pool or hot tub AND re-shower before reentering the pool if lotions are applied.
- 3. No pets are allowed in pool area.
- 4. No glassware is allowed in pool area. Debris from food or drinks should be removed from pool area.
- 5. All swimmers will use the outside showers and restrooms.
- 6. Swim suits will not be worn in the clubhouse except in the locker room.
- 7. Turn off hot tub pumps after use.
- 8. No children under 12 years of age are allowed in the hot tub AND only babies wearing swim diapers are allowed in the pool.
- 9. Swim and use hot tub at your own risk. There is no lifeguard on duty.
- 10. Respect the rights of others. There are some regularly scheduled swimming exercise classes, and these have first right of use. If you swim at night, do it quietly.
- 11. Do not interfere with or handle pool equipment devices. Any damage done to this equipment will be charged to the responsible party or parties. Report any broken equipment to the office or security guards.
- 12. Wear only commonly accepted swimming apparel. Cutoffs, shorts or other similar types of clothing are not allowed in the pool.
- 13. Do not run, push or roughhouse in the pool or pool area. No Diving or "Cannon Balling" in the pool.
- 14. Observe the "Buddy System" swim safely and enjoy!
- 15. Pool, hot tub and entire pool area is closed on Thursday mornings until noon for cleaning.

- 16. Residents will be charged for guests using the swimming pool. This charge will be \$2.00 per guest per day or \$5.00 per week. Guests outside of a 150-mile radius from the Alamo Country Club and overnight guests with inviting owner will not be subject to the charge for use of the pool as long as guest does not extend past twenty-one (21) consecutive days. Guests within a 150-mile radius of the Alamo Country Club will be subject to the charge of \$2.00 per guest per day or \$5.00 per week for use of the swimming pool.
- 17. During the winter months, the pool will stay closed and covered when the temperature is at or below 65. Using the pool while covered is prohibited, however, the hot tub/spa may be used from 6:00 am until 11pm regardless of the expected temperature. The pool cover goes on at 10:30 pm.

SECTION V. SHUFFLEBOARD and TENNIS COURT RULES

- 1. All guests must be accompanied by a resident.
- 2. No glassware is permitted on any court area.
- 3. Do not walk on shuffleboard court playing surfaces.
- 4. When finished with shuffleboard court items, put all equipment in shed, turn off lights as required, and lock the door. Return the key to the guardhouse.
- 5. No jumping over or hanging on tennis court nets.
- 6. No food or drink items on court areas.

SECTION VI. MEMORIAL POLICY

1. The intent is to give residents of Alamo Country Club a way in which to remember their family and friends.

2. Options for Memorials:

- a. The planting of a tree or installing of a bench. A plaque of 4 inches x 6 inches will be placed on the bench or below the tree.
- b. Donating an item on a club wish list to the club in memory of a family member or a friend.
- c. Special projects donation. If one of our residents funds a special project in memory of a family member or a friend, the Memorial Committee will see it thru permits, approvals and construction.
- d. Including in ones will, a remembrance to Alamo Country Club.
- e. Memorial Fund. When a donation is received in a person's name, a plate will be engraved and installed on a plaque in the main hall. The person's name, birth year and year of passing will be on the plate. Thank you cards will be sent to the donor to confirm it was received. If a donation is made by a friend, a notice will be sent to the family letting them know of the donation but not the amount unless requested by the donor. Donation envelopes are on the Sunshine Bulletin Board in the hall of the main building and in the office by the locked Memorial donation box. All monies received will be spent at Alamo Country Club for the betterment of the residents of Alamo Country Club. Donations are not tax deductible. No money will be spent from the donations for advertising or administrative costs.

SECTION VII. SIGNS

Pursuant to Article VIII, paragraph 5 of the Covenants, the Architectural Control Committee hereby sets the rules for signs displayed within the confines of Alamo Country Club.

- 1. All signs will not to exceed 18" x 24" in size. The maximum height above the ground is 3 feet. Signs can offer ONLY the following information:
 - a. <u>Home for sale or rent information:</u> Offered by owner, builder, or realtor with telephone number, name and address only. No price or other information is permitted on the sign but information box with fliers is permitted.
 - b. Home under construction or remodeling: Contractor's sign can state only telephone number, name, and address and must comply with maximum sign "18 x 24" size. Contractors will be required to agree to these sign rules when submitting plans to Architectural Control Committee for approval prior to the onset of construction. All signs must be removed at time of completion of construction.
- 2. Political Signs: A property owner may display on the property owner's property one or more signs for a candidate or ballot item for and election;
 - on or after the 90th day before the date of the election to which the sign relates; or
 - (2) before the 10th day after that election date.
 - a. The following restrictions will apply;
 - (1) the sign must be ground mounted
 - (2) only one sign for each candidate or ballot item
 - (3) the sign must not contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component;
 - (4) the sign must not be attached to plant material, a traffic control device, a light, a trailer, a vehicle, or other existing structure or object;
 - b. The sign shall not;

- (1) be painted on architectural surfaces
- (2) threaten the public health or safety
- (3) be larger than four feet by six feet
- (4) violate a law
- (5) contain language, graphics, or any display that would be offensive to the ordinary person
- (6) be accompanied by music or other sounds or by streamers or is otherwise distracting to motorists
- c. ACCOA may remove a sign displayed in violation of a restrictive rule permitted by this section.
- 3. All other types of signs or displays must receive proper approval from the Architectural Control Committee as to content, a statement of purpose, and length of time to be displayed. These types of signs must also comply with the standard 18" x 24" size. No sign shall contain language, graphics or any other display that would be offensive to the ordinary person.
- 4. No signs on common areas without prior approval of the Club Manager.

SECTION VIII. PETS

Pursuant to Article VIII, paragraph 4 of the Covenants, all animals must be contained by owners or kept on a leash at all times. Pet owners are required to pick up after their pets when out walking with them. These rules apply to all common areas.

SECTION IX. RENTERS

1. **GENERAL:**

The Alamo Country Club Owners Association welcomes renters. With this welcome goes the responsibility to protect the general security and well-being of the community just as if the renter was a member. Renters are permitted the maximum utilization of the various facilities under the same conditions as the member from whom they are renting and will not be excluded from any golf event. The member relinquishes all rights to use the various facilities for the duration of the rental period.

2. HOMEOWNERS RESPONSIBILITIES:

- a. The Homeowners must provide the renter with a copy of the current Alamo Country Club Owners Association Rules and Regulations, the Covenants and the Bylaws and obtain confirmation of receipt by signature of the renter on the ACC DOCUMENT RECEIPT FORM FOR RENTALS. Copies of this form are available in the office.
- b. If the Homeowner is not at Alamo Country Club when renting, the member must call or write the Club Manager stating the name and status, i.e., single renter or more than one renter. Upon arrival, the renter will go to the office to obtain a copy of the appropriate documents.
- c. All Homeowners are encouraged to use a standard rental agreement and to provide a completed copy of the agreement for the members' file in the club office.
- d. Even though the responsibility may be delegated to the renter, Homeowners are responsible for the up keep of the property; i.e., yard maintenance. Homeowners are also responsible for damages to neighboring properties that is caused by their renters.

- e. Renters are encouraged to contact the Club Manager at their earliest opportunity to provide permanent address and next of kin information to be used in the event of an emergency arises while they are residing at Alamo Country Club.
- f. Renters guests are welcome for a maximum of 21 days. Renters must always accompany their guests when use of amenities is involved: i.e., tennis and shuffleboard courts, pool, golf course, and club house facilities such as the exercise room and pool tables.
- g. Renters must observe our covenants, bylaws, and regulations just as members are expected to do. The following are some specific reminders:
 - (1) Do not exceed the speed limit of 20 MPH.
 - (2) Do not park vehicles on the streets overnight.
 - (3) Do not allow pets to run loose. Also, pet owners must clean up after their pets.
 - (4) Do not store unsightly articles outside the residence in view of neighbors.
 - (5) Do not engage in offensive activities: i.e., anything that could reasonably be construed to be an annoyance or nuisance to the neighborhood.
 - (6) Do not put trashcans out on the curb until the morning of the pickup day. (Trash pickup day is currently Wednesday.)

SECTION X. ARCHITECTURAL CONTROL COMMITTEE (ARCO)

1. Purpose:

To review, judge, record and report on all building and related projects within ALAMO COUNTRY CLUB (ACC) against published and accepted criteria for protecting and maintaining the integrity and aesthetics of all ACC owners' properties.

- 2. Criteria: The following ACC documents will usually be all that is necessary for ARCO decisions:
 - · ACC Covenants for Phase I, Phase II and Phase III.
 - ACC Rules and Regulations.
 - ACC Bylaws.
 - · Plans for Phase I, Phase II and Phase III.
 - · Directives issued by the Board of Directors (BOD).
 - · Decision history.
- 3. Procedure for submitting projects to ARCO:

Property owners must submit their request to ARCO on form # ARCO-01 "Project Request" (PR) and "Contractor and Homeowner Obligations". This form is available at the ACC office and on the web at the ARCO page of the ACC website. The form must be completed in detail to adequately define the total scope of the project with drawings, sketches and specifications attached. The form must be dated and signed by the author. The PR will be approved, rejected, or returned to the author for more information. There will never be a verbal approval or rejection. You are welcome to attend the weekly meeting to discuss the project. The Architectural Control Committee meets every Thursday morning at 8:30am in the Club library. Direct any questions or concerns to any ARCO Committee Member or the ACC Manager.

ARCO approval must be obtained prior to the commencement of the project.

4. A Project clean-up deposit of \$250 must accompany the approval form. This deposit will be kept until the project is complete and the homeowner requests its return. Submit another first page of form #ARCO-01 to the ACC Office to request the deposit return. The project will then be inspected by ARCO and the clean-up result approved or rejected. If the clean-up is not satisfactory these funds with be used to hire someone to finish the clean-up and any remaining funds with be returned to the homeowner.

5. ARCO approval is required on any exterior construction, repair or updating of an owner's property.

Examples: (not all inclusive)

- Roof covering and color choice
- · Patio construction, cover and enclosure
- Any concrete work, including replacement
- Concrete staining and painting
- · Exterior paint color selection
- Window and door replacement
- Fencing and wall construction
- Tree removal (suggest you replace it with another)
- · Home addition or expansion
- Rock yard (landscaping fabric required)
- · Grass yard (Bermuda or winter rye only)
- Display of signs
- · Rainwater harvesting
- · Solar heating/power
- 6. Major concerns: (not all inclusive)
 - · Lot setback requirements; you cannot build on the setback. Setbacks depend on your Phase as spelled out in the Covenants.
 - · Necessary City of Alamo building permits are to be applied for by the homeowner or the contractor and issued prior to commencement of the project.

SECTION XI. OUTDOOR ANTENNAS

GENERAL

Per the OTARD Rule (FCC 47 CFR Section 1.4000), lot owners and tenants may erect antennas that are one meter or less in diameter or diagonal measurement at the rear of

the house to receive satellite TV or wireless cable. An antenna of one meter or less measured diagonally may be erected at the rear of the house to receive local TV broadcasts.

Transmit/receive antennas of less than one meter may be erected at the rear of the house to receive or transmit satellite or non-satellite fixed wireless signals (e/g/ HughesNet, wireless internet).

If acceptable reception at the rear of the house is not possible, or if installation at the rear of the house imposes unreasonable expense or delay, the antenna may be located on another part of the structure/lot, making every effort to ensure the location is as inconspicuous as possible. Antennas may be mounted on a mast.

2. EXCEPTIONS

The above-referenced OTARD Rule does not apply to stick antennas used to receive distant television signals or to antennas used for AM/FM radio, amateur (Ham) radio, citizens band (CB) radios or digital audio radio services (DARS). Presently, FCC allows HOA'S to regulate exterior antennas used for these applications and ACC does not permit them to be erected on any homeowner's lot or building.

3. SAFETY REQUIREMENTS

Lot owners and tenants must adhere to the following safety requirements:

- a. Antennas must be securely mounted using a commercially-available mount approved or installation in this area.
- b. Because of the danger to people or other structures, installation of antenna masts extending more than twelve (12) feet above the roofline require prior approval of ARCO. Such approval requests must demonstrate that the mast will be properly secured. Masts that are not more than twelve (12) feet above the roofline do not need prior approval.

- c. Antennas must be properly grounded, using a ground block on the coax cable and a ground wire on the mount/mast. Both ground wires must be attached to a grounding stake, tied into the house ground.
- d. Ground-mounted masts must be mounted on a cement footer extended at least three (3) feet into the ground. For hole diameter, consider the effect of RGV winds on your mast.
- e. Because of the danger of RF radiation, receive/transmit antennas must be professionally installed and comply with all FCC guidelines regarding RF exposure limits.
- f. Antennas may not be installed in common areas nor may they extend past the residence lot line.

4. APPROVAL REQUIREMENTS

- a. Antenna installations which meet the above OTARD criteria do not need submission or approval of an ARCO Project Approval Form. All other proposed antenna installations require submission of an ARCO Project Approval form and ARCO approval before any installation is begun.
- b. ACCOA reserves the right to conduct after-the-fact inspections of any installation and disapprove those that are not in compliance with the above criteria.

SECTION XII FORMS

Pursuant to these Alamo Country Club Owners Association Rules and Regulations, the following pages contain forms for acknowledgement of receipt of various documents. PLEASE NOTE, latest versions of forms are available in the ACCOA office:

- a. PPRC-PROJECT REQUEST FORM.
- b. ACC DOCUMENT RECEIPT FORM FOR RENTALS.

- c. ACC DOCUMENT RECEIPT FORM FOR SALES.
- d. ACC RESIDENT REGISTRATION FORM.
- e. FUND RAISER EVENT REQUEST FORM.
- f. HOMEOWNERS EMERGENCY INFORMATION FORM.
- g. ARCHITECTURAL CONTROL COMMITTEE FORM.
- h. ACC COMPLAINT FORM
- i. ACTIVITIES COMMITTEE RULES AND REGULATIONS ACCEPTANCE FORM
- j. RESALE CERTIFICATE FORM

ALAMO COUNTRY CLUB PROJECT PLANNING AND REVIEW COMMITTEE RV SHED PROJECT APPROVAL FORM

Construction of any type on RV storage sheds requires the approval of PPRC and the ACC Board of Directors. Use this form and form PPRC-02 (Contractors/Homeowners Obligations for RV sheds) to request approval of your proposed construction project. Your request must be approved by PPRC and the ACC BOD before applying for a permit from the County of Hidalgo.

1-DATE	SHED NUMBER_	
		PHONE
		PHONE
4-PROJECT DESCRIPTION	N	
5- PPRC SIGNATURE		PROJECT STEP
	Approved	Plans and Specifications for above project.
	Disapproved	
	Approved	Preparation for concrete pour.
	Disapproved	
up	Approved	Final project inspection for return of clean-deposit of \$250.
	Disapproved	
6-COMMENTS		
7 IMPORTANT Also comp	late and sign Form #1	DDDC 02 "CONTDACTOD / DV SHED

Committee Chairperson Hidalgo County Building Inspector

OWNER OBLIGATIONS"

ALAMO COUNTRY CLUB PROJECT PLANNING AND REVIEW COMMITTEE

NOTICE IS HEREBY GIVEN TO ALL CONTRACTORS / RV SHED OWNERS PROPOSING TO PERFORM WORK WITHIN ALAMO COUNTRY CLUB TO ABIDE BY THE FOLLOWING:

CONTRACTOR / RV SHED OWNER OBLIGATIONS

- 2. Construction and site plans, with all additional information as specified in the RV and Storage Area section of the ACC Rules and Regulations, must be submitted to the Project Planning and Review Committee. (PPRC will subsequently forward to ACC BOD for their approval.)
- 3. NO construction will begin on any project until the plans are approved and the Contractor and RV Shed Owner submit a signed and dated copy of these CONTRACTOR / RV SHED OWNER OBLIGATIONS (Form # PPRC-02) to the Alamo Country Club office.
- 4. Prior to the start of projects, a deposit of \$250 must be made to the Alamo Country Club to be used for any delinquent construction-related clean-up during or following construction. Unused deposit funds will be refunded after final inspection of the completed project. (See Item 8 below.)
- 5. Concrete floor slabs must be 5" thick, reinforced with fiber mesh or 6x6 10 Ga. wire mesh and so labeled on the submitted plans. Concrete floor is to include a 2-foot apron outside the shed entrance.
- 6. Concrete floors must maintain the original elevation. No drainage problems are to be created. The submitted plans must demonstrate that no drainage will be directed at another shed.
- 7. A PPRC committee member must be notified at least 4 hours before a concrete pour to allow time for a prepour inspection.
- 8. Contractors / RV Shed Owners responsible for any concrete pours MUST insure that NO dumping of excess concrete or "wash-out" of concrete batch trucks is allowed on ACC property. (Failure to abide by this will result in forfeiture of the \$250 clean-up deposit.)

NOTATIONS			

Submitted plans must show the materials and colors that will be used for doors, walls, etc.

9.

Accepted by	7:			
	Contractor	r		Date
	RV Shed Ow	vner		Date
Copies to:	RV Shed Owner PPRC Chairperson	Contractor	Office File	PPRC Board Liaison

ACC DOCUMENT RECEIPT FORM FOR RENTALS

Owner's Statement

I have rented my property	at lot # Alamo Countr	y Club, to
	for the period	to
I have given my renters a	copy of the Alamo Country Club	Articles of Incorporation, Covenants, Bylaws
Policies & Procedures for	55 & older community and Rule	es and Regulations and have informed them
that they must adhere to	these documents, just as memb	pers must, while living at Alamo Country Club
Date:	Signed:	
		(HOMEOWNER)
Homeowner's Contact #: _		
Title (Check One)		Trustee fficerExecutor)
	Renter's State	ement
I have received a copy of t	he above-cited documents and	I have read this statement and agree to
abide by the restrictions c	ontained therein.	
Date:	Signed:	
		(RENTER)
Renter's Contact #:		

ACC DOCUMENT RECEIPT FORM FOR SALES

Seller's Statement

I have sold my property at lo	ot # Alamo Country Club	, to
	I have given the buyers a copy	of the Alamo Country Club
Articles of Incorporation, Co	venants, Bylaws, Polices & Proced	ures for 55 & older community
and Rules and Regulations a	nd have informed them that they	must adhere to these documents,
just as members must, while	e living at Alamo Country Club.	
Date:	Signed:	
		LLER)
Seller's Contact #:		
Title (Check One)	Owner(s)Corporation Office Other (Specify)	Executor
	Buyer's Statement	
I have received a copy of the	e above-cited documents and have	e read this statement and agree
to abide by the restrictions o	contained therein.	
Date:	Signed:	
		(BUYER)
Seller's Contact #:		
Title (Check One)	Owner(s)Corporation Officer Other (Specify)	

ACC RESIDENT REGISTRATION FORM

Please list below \underline{all} individuals, who permanently reside at your lot within ACC. At any time in which this information may change it is the responsibility of the owner(s) to inform the office of the change within 15 days.

Owner(s) Name:	
	(See Note 1)
Address:	Lot #:
List names and ages (Sec	e Note 2) of all individuals residing at the above address:
	age:
I,(Print Nam	hereby certify that the above information is
true and accurate:	Date: (Signature)
Title (Check One)	Owner(s) Trustee Corporation Officer Executor Other (Specify)

Note 1: If not an individual(s), please provide owners of record legal description, i. e., Living Trust, Corporation Name, Estate, etc.

Note 2: ACC is a 55 an over community and as such the Articles of Incorporation, Covenants and Bylaws specify that residence must be 18 years of age or older and one Resident must be over 55 years of age.

FUND RAISER EVENT REQUEST FORM

Club or C)rganiza	ation spo	onsoring	the event:				
Date and	l Time (of event	:					
Room ev	ent wil	l be held	l in:					
Purpose	of ever	nt:						
Estimate	d numl	per of at	tendants	:				
Name of	repres	entative	from clu	b or organization	on reques	sting approval:		
month p pay \$1.0	rior to 0 per p	requeste erson ar 00), Ice \$	ed date o	f event. It is ur e for Coffee (10	iderstood -cup \$1.5 .00. Ice is	I that the Club 50; 50-cup \$8.0 5 not included v	neeting at least or Organization 0; 100-cup \$15. with the tea fee.	will 00),
Below	is	for	Club	Manager	and	Activities	Committee	Date:
				_ Disapproval _ Disapproval	-			
Signature	e of Clu	b Mana	ger:					
Signature	e of Act	civities C	ommitte	e Officer:				
		ном	IEOWNE	ERS EMERGE	NCY INF	ORMATION	FORM	
					Date			
Homeow	ners N	ame(s)_						

Address	
Local Phone #	-
Northern Phone #	_
Northern Address	-
E-mail Address	Person
taking care of your yard (when out of town)	
Name	_
Phone #	_
Person taking care of your house (when out of town)	
Name	_
Phone #	_
The following information is needed if you have some kind of emergency (pe	rsonal or property)
and we need to contact someone for you i.e. Relative or neighbor:	
Emergency Contacts	
1. Name	_
Address	
Phone #	
2. Name	
Address	
Phone #Relation	_
For Office Use Only	
Date Initials	_
ARCHITECTURAL CONTROL COMMITTEE FORM	
Clean-up deposit in ACC office Form # ARCO-01	
<u>ALAMO COUNTRY CLUB</u>	
ARCHITECTURAL CONTROL COMMITTEE (ARCO)	
PROJECT APPROVAL FORM	

We appreciate that you are requesting approval of your project by the Architectural Committee. The Committee has the responsibility, in the review process, to follow the guidelines set forth in the Covenants, **especially ARTICLES V, VI** and other rules, which were established to maintain the aesthetics of our subdivision. This will reflect in all of our property values.

1-DATE	LOT #ADDRESS
2-HOMEOWNER	PHONE #
3-HOMEOWNER E-MAIL	ADDRESS
1-CONTRACTOR	PHONE#
5-PROJECT DESCRIPTION	l:
5-ARC. CON. COMMITTE SIGNATURE:	E PROJECT NAME:
	Approved Plans and specifications for above project. (See comments) Approved Final project inspection for return of lot clean-up
	_ Disapproved deposit of \$250.00 (See comments)
	_ Approved Preparation for concrete pour.
	Disapproved (See comments)
	Approved Tree removal. (For trees 3 inches or more in dia- Disapproved meter, measured 12" above ground).
	Committee Signature
	Committee Signature
7-COMMENTS:	
B- IMPORTANT - Also rev	view and sign Form # ARCO-01 (CONTRACTORS AND HOMEOWNERS OBLIGATIONS).
	oval, Homeowner must apply to the City of Alamo to ascertain if a Building Permit is commenced (a Building Permit does NOT negate ACC Covenants or Rules).
-	when approved, must start within 6 months from approved date mpleted and cleaned-up within 6 months.

Copies To: Home Owner Contractor Office Lot# File Board Liaison
Committee Chairperson Alamo "City Code Enforcer/Inspector"

SKETCHES or PLANS

ALAMO COUNTRY CLUB ARCHITECTURAL CONTROL COMMITTEE (ARCO)

NOTICE IS HEREBY GIVEN TO ALL CONTRACTORS AND HOMEOWNERS PROPOSING TO PERFORM WORK WITHIN ALAMO COUNTRY CLUB (ACC) TO ABIDE BY THE FOLLOWING:

CONTRACTOR AND HOMEOWNER OBLIGATIONS

- 1. Check for any lien on the involved property. (Note ACC office may have this information).
- 2. Construction and plot plans, with all pertinent information, must be submitted to the Architectural Control Committee for approval.
- 3. No construction will begin on any project until the plans are approved, and the Contractor and Homeowner submit a signed and dated copy of this CONTRACTOR AND HOMEOWNER OBLIGATIONS (Form # ARCO 01) to the Alamo Country Club office.
- 4. Prior to the start of projects, a deposit of \$250 must be submitted to the Alamo Country Club for the use of any delinquent project related clean-up, if required, during or following completion of the project. Unused funds will be refunded, upon application to ACC, after a final inspection of the completed project. (See Item 8 below).
- 5. Concrete for sidewalks and driveways must be a minimum of 5 inches thick with 6" x 6" and 6 Ga. wire mesh reinforcing and so labeled on the submitted plans. Sidewalks alongside the street(s) must be 5 feet wide and extend from property line to property line. Walkways and patios must be a minimum of 3.5 inches thick. For additional thickness and footing consider the future possible use of the patio slab.
- 6. The foundation elevation shall be no less than 12 inches or more than 20 inches above the elevation at the crown of the street as measured at the front center point of the involved lot. The elevation of the foundation must be labeled on the submitted plan.
- 7. A Committee member must be notified at least 4 hours prior to any concrete pour to allow time for a pre-concrete pour inspection.

8. Contractors and Homeowners responsible for any concrete pours **MUST** assure that no dumping of excessive concrete or "wash-out" of concrete batch trucks is allowed on any ACC property, including the brush/refuse area and the vehicle storage area.

Failure to abide with this will result in the forfeiture of the \$250 clean-up security deposit.

- 9. Submitted plans must show type of building exterior materials to be used, i.e., brick stone, etc.
- 10. Submitted plans must indicate the type of roofing to be used. Only composition shingles, cedar shingles, clay tile or pre-approved coated metal is allowed.
- 11. The location of any air conditioning units, rainwater harvesting, and solar energy equipment shall be designated on the submitted plans, and that location must be approved by the Committee.
- 12. For new home construction, a "Rent-A-Can" (or equivalent) facility shall be made available for on-site construction use.
- 13. Landscaping grasses, when used, must be either BERMUDA or WINTER RYE. Note-these are the only approved grasses allowed.
- 14. No landscaping or flora shall be permitted to obstruct the neighbors' view of the golf course.
- 15. No construction vehicles of any type are permitted on the golf course.
- 16. There shall be no additions or alterations which change the outside dimensions of any building without prior written approval by the Committee via the Project Approval Form # ARCO-01.
- 17. There shall be no appurtenances (such as fencing or walls) erected on any lot that are not shown in detail on the submitted plans.
- 18. ARCO strongly recommends Homeowner obtain a copy of the Contractor's **liability insurance** certificate.
- 19. A request for a sign (any externally displayed graphic) must indicate the dimensions, lettering size, colors to be used, materials to be used, and a graphic sketch of representation placed on pages 2 or attached to this form. This request must also specify where the sign shall be placed on the lot, a statement of its purpose and for what length of time it will be displayed.

NOTATIONS				

Accepted by:				_
	Co	ntractor	Date	
	Hoi	neowner	Date	-
Copies To:	Homeowner	Contractor	Office Lot # File	Board Liaison
	Committee Cha	nirperson		

Specifications for Lot Line / Perimeter Curbing

These specifications cover a Homeowner's option to construct a low CURB along the side and rear lot lines of his/her property. A curb may not be placed along any street side lot line.

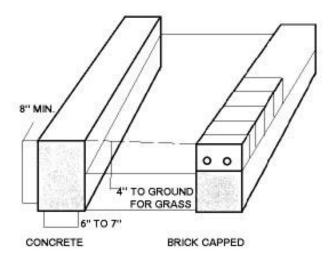
WIDTH - Between 6 and 7 inches

HEIGHT – 8 Inches Minimum

Top of curb to extend 4 inches minimum, 6 inches maximum, above grade of land. It must extend 2 inches minimum above stone.

MATERIAL – Solid poured concrete or brick capped poured concrete. Wood is not permitted for lot line/perimeter curbing.

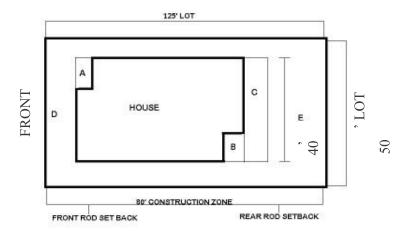
EXAMPLE



IMPORTANT!! TO BE CERTAIN THAT THE CURBS ARE PLACED COMPLETELY ON THE "PROJECT HOMEOWNERS" SIDE OF THE LOT LINES, THE PERMANENT SURVEY METAL MARKERS MUST BE LOCATED, OR NEW ONES ESTABLISHED, AND RESPONSIBILITY.

SUBJECT: Specifications for Walls

- 1 This specification covers a Homeowners option to construct a wall within or around specific areas of the Homeowner's lot.
- All lots have a designated area (zone), as specified by the Covenants, on which major construction may take place. For 125 feet deep, "standard" size lot, this zone is 40 feet wide by 80 feet long (***), and firstly, contains the house (or mobile home).
- Any wall must also be contained within the permitted Construction Zone. The structure, therefore, can enclose or be placed on areas only within this zone not occupied by the house.



- 4 Referring to the "standard", 50' x 125; lot layout above:
 - 4.1 A wall, up to 6 feet high, can enclose part or all of the areas designated as "A" and "B". This type of wall; when used has been to shield the front entrance.
 - 4.2 A wall, up to 32 inches high, can enclose part or all of the areas designated as "A", "B", and "C"
 - 4.3 A wall must start and end at house.
 - 4.4 No wall is permitted in areas designated as "D" and "E".
- Standard approved construction materials are Brick or Decorative Concrete Block. Other material may be requested for Committee review. The standard wall must be supported by a continuous poured concrete footer.
- A wall is a barrier enclosing or upon a field or yard which may prevent passage, to confine, or to mark a boundary. Terms synonymous with wall include barricade, barrier, or screen.
- For additional clarification, it is recommended that Homeowners initially review their preliminary wall intentions with the Architectural Control Committee prior to finalizing their plans.
- (***) Approximately 15% of ACC lots are not "standard" size (50' X 125') and must be reviewed by the Committee on an individual basis, to identify the "Construction Zone".

ALAMO COUNTRY CLUB COMPLAINT FORM

Form must be dated, signed by person filing complaint and submitted to the ACC office.

Manager	Board of Directors	Club or Committee
ORIGINATOR:		
#:		
ADDRESS:		
TELEPHONE #:		·
	DESCRIPTION OF COMPLAINT	
SIGNATURE OF ORIGINATOR:		
	FOR OFFICE USE ONLY BELOW THIS LINE	
	COMPLAINT RESOLUTION	
Date received:		
Complaint handled by:		
	MANAGER, BOARD OF DIRECTORS, CLUB OR	COMMITTEE
Ruling/Supporting rationale:		
Action to be taken:		
MANAGER	BOARD OF DIRECTORS	CLUB OR COMMITTEE
	Date	

Date		
Date		

PARTY RULES AND REGULATIONS ACCEPTANCE FORM

All Committees, Groups and/or Individuals using the facilities are required to sign, date and return this contract form to the Activities Committee by September 1 of each calendar year.

While hosting an event at the Alamo Country Club the following rules and regulations will be observed by the Committee, Group and/or Individual(s) hosting the event.

- 1. The entire clubhouse is a non-smoking area.
- 2. Shut off the air conditioning, ceiling fans and lights after function.
 - 3 Sweep the floors (Great Hall and Kitchen) DONOT MOP FLOORS.
- 4. Clean the Kitchen: wash counter tops and sinks
- 5. Put away all used kitchen equipment.
- 6. Spread wet towels and cloths on counter tops or over sink front.
- 7. Take the trash OUTSIDE to brown fenced area.
- 8. Dispose of all remaining food. Do not leave leftover food in refrigerator.
- 9. At least, one person from the Committee, Group and/or Individual(s) hosting the event must be present till the last guest or hired help (band or entertainment) has completely left the building area.
- 10. A \$50.00 REFUNDABLE deposit is required. The Committee, Group and/or Individual(s) is responsible for any broken or missing items which will be deducted from the deposit.

- 11. Homeowner's private parties require a \$50.00 fee for use of room, excluding memorial services for Alamo Country Club residence.
- 12. When a Committee, Group and/or Individual(s) charge an admission fee for an event to benefit their own treasury (fundraiser), **there is \$1.00 fee per person**. Men's League, Ladies League and Golf Committee are exempt from the \$1.00 per person fee, providing they agree to a "negotiated" annual fee.
- 13. When ALL proceeds from ta Committee, Group and/or Individual(s) go to the Activities Committee, there is NO CHARGE for consumable items used.
- 14. When a Committee, Group and/or Individual(s) DO NOT CHARGE AN ADMISSION FEE and uses disposable items for a function or even, it is required to pay the Activities Committee the following amounts:

a. ICE (per bag) \$1.25
b. Coffee (10 cups) \$1.50
c. Coffee (50 cup) \$8.00
d. Coffee (100 cup) \$15.00
e. Ice Tea (Gallon) \$1.00

- 15. Beer and/or Wine must be purchased through the Pro Shop. **NO EXCEPTIONS**
- 16. If Committee, Group and/or Individual(s) responsibility change, a new Party Rules and Regulations form must be submitted with up to date changes to the Activities Committee.

I have read and understand the above rules and regulations. I am aware if failure to execute this document will result in Non-Usage of the clubhouse facilities.

Signature (Acting Chairman or responsible party)	Lot # & Phone #	