



2024

MCOA Policy Statements

Moss Creek Owners Association, Inc.

1523 Fording Island Road, Hilton Head Island, SC 29926

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MOSS CREEK OWNERS ASSOCIATION, INC.

Policy Statement 03-01

Meetings of the Board of Directors

Effective Date: March 1, 1993

Revised: March 3, 1998, December 2, 2003, May 22, 2008,
October 28, 2010, November 21, 2013, November 21, 2019, February 27, 2020,
July 30, 2021

WHEREAS, Article VI of the Moss Creek Owners Association, Inc. (MCOA) Bylaws outlines the requirements for the types of meetings and the number of meetings required during the year; and,

WHEREAS, additional practices for the Board of Directors meetings have evolved or been prescribed by intervening Boards; and,

WHEREAS, the Board of Directors wishes to establish an inclusive policy to provide guidance to this and future Boards regarding the execution of meetings of the Board of Directors.

NOW THEREFORE BE IT RESOLVED THAT the following points from the MCOA Bylaws are herein incorporated:

- Regular meetings shall be held monthly.
- Notice of the agenda shall be posted in a public place at least 5 days prior to any such meeting.
- The time and place of such meetings may be fixed from time-to-time by resolutions of the Board of Directors.
- Regular meetings shall be open to the Members for observations.
- Members wishing to address the Board must advise the Secretary at least seven days prior to the meeting of their desire, and inform the Secretary of the subject of their presentation. The Board can limit the number of presenting Members to 5 per meeting and can place a time limit of 5 minutes per presentation. (Member presentation will be scheduled to begin immediately prior to the formal meeting of the Board of Directors.) The Member presentations shall conform to the subject previously coordinated with the MCOA Secretary (in writing) and will be typically discussed at the next Board meeting. The Member shall receive, in writing, the Board's decision within a reasonable time period.
- Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three days notice to each Director.
- Special meetings of the Board of Directors shall be open to the Members of the Association who may observe and ask questions specifically to the issues discussed as currently allowed at Regular Board meetings.
- Every act or decision done, or made, by at least 5 of the members of the Board of Directors shall be regarded as an act of the Board of Directors.

- Any action by unanimous written consent of all of the Board of Directors shall have the same legal effect as action taken by the Board of Directors at a duly held meeting at which a quorum was present; and,

BE IT FURTHER RESOLVED THAT absent special circumstances, all matters proposed to be placed on the agenda for a regular meeting of the Board shall be communicated to the MCOA President, Secretary, or General Manager at least four full business days prior to the date of the meeting; and,

BE IT FURTHER RESOLVED that the agenda for the Regular Meetings of the Board shall be generally as follows:

- Call to order, quorum established
- Report of the General Manager
- Report of the President
- Report of the Treasurer
- Unfinished business from a prior meeting
- New Business
- Committee Reports
- Announcements
- Approval of meeting minutes
- Adjourned Motion

BE IT FURTHER RESOLVED THAT the agenda for an Executive Session of the Board of Directors shall be limited to issues relating to personnel and compensation, contract negotiations, pending or threatened litigation, and receipt of legal counsel; and

BE IT FURTHER RESOLVED THAT Meetings of the Board of Directors shall be conducted informally, generally as provided in *Roberts' Rules of Order*; provided, however, upon the request of any Director made at any time, the rules contained in *Robert's Rules of Order* shall govern in all cases to which they are applicable, and in which they are not inconsistent with the MCOA Covenants and Bylaws; and,

BE IT FURTHER RESOLVED THAT subject to other requirements within this Policy, the business of the Board shall generally be conducted as follows:

- Introduction of a matter by motion and second.
- The Director introducing the matter speaks on the matter first. Each other Director then is allowed to speak. No Director is to be interrupted except to request information.
- Any Committee reports or recommendations should be presented to the Board for consideration.
- General Discussion of the Motion.
- Motion made to adopt, amend, table, postpone indefinitely, or refer to committee for further study.
- The Chairperson may put the question or any Director may move the question for a vote.

- The vote can be made by voice, show of hands, or ballot. Dissenting votes are not recorded unless specifically requested to do so at the time of voting.

BE IT FURTHER RESOLVED THAT minutes of Regular Meetings shall be maintained and made available to the Membership as quickly as reasonable, subsequent to the Meeting. However, the Minutes of a regular Board Meeting are approved at the end of the meeting.

Copies of Approved Minutes shall be made available to Members at the regular MCOA copying charge.

MOSS CREEK OWNERS ASSOCIATION, INC.

Policy Statement 03-02

MCOA Treasurer

Effective Date: March 1, 1993

Revised: March 3, 1998; December 2, 2003,

April 6, 2007, December 10, 2009, October 28, 2010,
December 7, 2017

PURPOSE: To specify the duties, responsibilities and authority of the MCOA Treasurer.

AUTHORITY:

Article VII - Officers, Section 1. of the MCOA Bylaws states that, "The officers shall be a President, Vice-president, Secretary, Treasurer". Section 6. states that, "The Treasurer shall cause the audited financial statements to be mailed to Members with the notice of the Annual Meeting, together with other financial statements which the Board determines to be pertinent."

POLICY

A. DUTIES

The Treasurer's duties shall be to:

1. Serve as the Chairperson of the MCOA Finance Committee.
2. Serve as an ex-officio member of the MCOA Audit Committee.
3. Assure delivery to each Director, on a timely basis, MCOA monthly financial statements including, but not limited to, the balance sheet and income and expense statements.
4. Work with MCOA Management to develop the Annual MCOA Budget for presentation to the MCOA Finance Committee for review and recommendation to the MCOA Board for its approval.
5. Work with the Finance Committee and Management to establish and maintain a financial model and long-term forecast that encompasses and accomplishes the long-term vision of MCOA, and serves as the foundation for the operating, non-operating and project budgets.
6. Assure the audited financial statements are mailed to Members with the notice of the Annual Meeting, together with other financial statements that the Board determines to be pertinent.
7. Review in conjunction with the General Manager and Controller the renewal of annual insurance policies (both commercial and health insurance).

B. AUTHORITY

The Treasurer shall be authorized to:

1. Co-sign checks for properly approved expenses.
2. Review and approve actions proposed by Management to write off Member or other debts deemed to be uncollectible in excess of

\$3,000. Any such action taken by the Treasurer shall be reported to the Board at its next meeting.

3. Approve salary adjustments recommended by the General Manager for the MCOA employees reporting to the General Manager.

MOSS CREEK OWNERS ASSOCIATION, INC.

Policy Statement 03-03

Expenditure of Funds

Effective Date: March 1, 1993

Revised: March 3, 1998; December 2, 2003; March 6, 2007,
December 10, 2009, October 28, 2010

PURPOSE: To provide for the prudent expenditure of MCOA Funds.

AUTHORITY:

Article V, Section 1, *Board of Directors: Powers and Duties*, of the MCOA Bylaws give the Board the power, "To appoint and remove, at their pleasure, all officers, agents and employees of the Association; prescribe their duties, fix their compensation; and require of them such security or fidelity bond and indicated...". Also, Article VII, Section 7, *Officers*, "The Vice President, Secretary, Treasurer, Assistant Secretary and Assistant Treasurer of the Corporation shall perform all duties assigned by the President or Board of Directors, and additionally may, in lieu of the President, sign on behalf of the Association a) such documents as he or she may be directed to sign by the President or Board of Directors, and b) all notes, checks, leases, mortgages, deeds, and other written instruments and documents as may be ordinary in the day-to-day administration of the business of the Association.

POLICY:

Adherence to Budget

Expenditure of all MCOA Funds shall be consistent with the operating and capital budgets adopted by the Board, and this policy.

Supervision and Approval of Expenditures

All expenditures of MCOA shall be supervised by the MCOA General Manager and be subject to such approval procedure as he/she shall establish. The General Manager shall require approval from the MCOA President or designee for the following items:

- To enter into or modify any contract with a term more than a year, regardless of size and/or cancellation provisions.
- To purchase any budgeted asset of more than \$25,000.
- To purchase any approved asset more than \$5,000 over the budgeted amount.
- To substitute any asset purchase, within a department, more than \$5,000.
- To purchase any operating supplies or service more than \$50,000, if budgeted, or \$15,000 if not budgeted.
- In an emergency situation, to purchase more than \$15,000 of unbudgeted assets.
- This policy does not apply to insurance.

MOSS CREEK OWNERS' ASSOCIATION, INC.

Policy Statement 03-04

Non-Applicability of Membership Certificate Fee to Certain Transactions

Effective Date: February 1, 1993

Revised: June 7, 1993; July 8, 1997; March 3, 1998; December 2, 2003;
April 22, 2008; May 22, 2008, December 10, 2009, October 28, 2010, June 28, 2012,
March 28, 2013, December 6, 2016, November 17, 2022

WHEREAS, Article VIII of Moss Creek Owners Association, Inc. Covenants establishes the requirement, with certain exceptions, that every purchaser of each Residential Lot or Family Dwelling Unit within Moss Creek shall either purchase or be provided a Moss Creek Membership Certificate.

WHEREAS, Article VIII further authorizes the Board of Directors to exempt certain types or categories of transfers of Residential Lots and Family Dwelling Units from the Moss Creek Membership Certificate requirement pursuant to such terms and conditions as established by the Board of Directors; and,

WHEREAS, the Board of Directors wishes to establish and document such terms and conditions by defining those certain types or categories of exempt transactions.

NOW THEREFORE, BE IT RESOLVED THAT the following provisions are adopted as applicable to the specific types of transactions herein described:

1. **Current Moss Creek Membership Certificate Holder Purchases Another Moss Creek Residential Lot or Family Dwelling Unit**

In the event a current Certificate Holder purchases another property within Moss Creek, the Certificate Holder **may** elect to move their Membership Certificate to the new property, leaving the original property without a Membership Certificate.

An agreement of understanding must be executed between the General Manager's office and the Certificate Holder, in a form and format comparable to that attached to this Policy Statement as **Exhibit I**.

To qualify for this provision, the Member must begin actively marketing the original property for sale within 5 days of the closing date of the property being purchased. Further, the vacated property must be sold and closed within 24 months of the closing on the new property. If the vacated property has not been sold within the 24 months limitation, the Member will be required to purchase a Membership Certificate for such property at the then applicable Membership Certificate fee.

2. **Current Moss Creek Membership Certificate Holder Sells Moss Creek Property and Purchases Another Property Within Three Months**

In the event a current Certificate Holder sells their property and relinquishes his or her Membership Certificate, and, subsequently purchases a replacement Residential Lot or Family Dwelling Unit within three months, the Member may

request application of the same provision as would have applied had the transaction fallen into the above described category, i.e., **Current Moss Creek Membership Certificate Holder Purchases Another Moss Creek Residential Lot or Family Dwelling Unit.**

To qualify for this provision, the Member must enter into a contract to purchase another Moss Creek property within three (3) months after the date on which closing occurred on the original property sale, and, close on the new property within six (6) months after the same date.

3. Current Moss Creek Membership Certificate Holders Trade Properties

The Membership Certificate Fee shall not be payable by any of the current Certificate Holders who trade properties with one another, irrespective of whether the trade involved additional consideration.

4. Title Acquired by a Lending Institution through Foreclosure

The Membership Certificate Fee shall not be payable as the result of either a purchase by a lien holder in connection with a mortgage or tax foreclosure, or a deed in lieu of foreclosure, provided that the lien holder has listed the property for sale and diligently pursues a sale of the property, and, the property is not occupied as a residence, and, the lien holder does not use any of the Moss Creek amenities or Member privileges while holding title.

A full Membership Certificate Fee shall be payable by or for the subsequent purchaser of the property from the lien holder, irrespective of the type of Certificate held by the previous owner.

5. Title Transferred to Immediate Family Member for No Consideration

The Membership Certificate Fee shall not be payable as a result of any gift or transfer of title for which no or nominal consideration is paid, if,

such transfer is made by a living person, by will, by intestacy, or by joint tenancy survivorship, and,

the Transfer is to member or members of the immediate family of the transferor or to a trust for the benefit of such persons.

“Immediate Family Member” shall mean only spouse, parents, children, stepchildren, siblings, grandchildren and any person married to any such people.

To qualify for this provision, Moss Creek Owners Association, Inc., must be provided a copy of the Affidavit of True Consideration, which was executed in connection with the transfer, or such other evidence as may be acceptable to Moss Creek Owners Association, Inc. legal counsel substantiating that no or nominal consideration was paid.

6. Transfer of Title to Immediate Family Member with Retention of a Life Estate

The Membership Certificate Fee shall not be payable as a result of any gift or transfer of title for which no or nominal consideration is paid to an immediate family

member (as previously defined) where a life estate is reserved by the transferor(s), if,

the transferor(s) retains a life estate in the property conveyed for and during the life or joint lives of the transferor(s), and,

the deed of conveyance clearly obligates the transferor(s) and the transferee(s) and both remain jointly liable for the payment of all fees, regular and special assessments, and user fees.

The Membership Certificate shall remain in the name of the transferor(s) until such time that Moss Creek Owners Association, Inc. is presented with written notification of the death or incapacitation of the last transferor, at which point in time a new Membership Certificate will be issued, without charge, to the transferee(s) designated in the original document of conveyance.

During the Life Estate period, invoices for all fees and assessments shall be mailed to the transferor(s) as provided for in the Moss Creek Owners Association, Inc. Covenants and/or Bylaws.

To qualify for this provision, Moss Creek Owners Association, Inc. shall be provided with a copy of the proposed deed of conveyance together with a written request for the approval of such transfer.

7. **Speculative Rehab Program for a Moss Creek Family Dwelling Unit**
Membership Certificate Fees for Family Dwelling Units purchased for rehabilitation and subsequent resale will be handled as provided in Policy Statement 03-11, *Spec Rehab Program*.
8. **Speculative Building Program for a Moss Creek Family Dwelling Unit**
Membership Certificate Fees for Family Dwelling Units purchased for building and subsequent resale will be handled as provided in Policy Statement 12-01, *Spec Building Program*.

Exhibit I

Acknowledgements of Policy Statement 03-04

Current Member Moving Certificate to Subsequent Property

As a property owner of Moss Creek, I acknowledge that Policy Statement 03-04, paragraph 1, (*Current Moss Creek Membership Certificate Holder Purchases another Moss Creek Residential Lot or Family Dwelling Unit*), allows me to move my current Membership Certificate to a different Moss Creek property, leaving my original property without a Membership Certificate for a period not to exceed 24 months.

I also acknowledge for this provision; I must begin actively marketing the original property for sale within 5 days of the closing date of the property being purchased. Further, if the original property hasn't sold within 24 months of the purchase of the new property, I will be required to purchase a Membership Certificate in my name for such property at the then applicable Membership Certificate Fee.

A subsequent sale will require the purchase of a new Membership Certificate by or for the purchaser.

Member's Name	Lot #
---------------	-------

Member Signature	Date
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.....

Member Selling Property to Another Member who is Moving His/Her Certificate

As a Moss Creek property owner who currently has a Partially Refundable Membership Certificate, and is selling his/her property to another Moss Creek property owner that will be bringing his/her certificate from his/her current property, I acknowledge that I will not be receiving a refund from Moss Creek at the sale. I also acknowledge that Moss Creek will not become involved in determining the price of sale to include the refund.

Member's Name	Lot #
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Member Signature	Date
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MOSS CREEK OWNERS ASSOCIATION, INC.

Policy Statement 03-05

General Manager's Job Description

Effective Date: March 7, 1995

Revised: December 2, 2003

October 28, 2010, November 21, 2013

PURPOSE: To delineate the authority and responsibilities of the MCOA General Manager.

AUTHORITY:

Pursuant to the Moss Creek Bylaws, Article V, ***Board of Directors: Powers and Duties***, Section 1, the Board of Directors is empowered to appoint and remove, at their pleasure, all officers, agents and employees of the Association; prescribe their duties; fix their compensation; and require of them such security or fidelity bond as indicated. This policy statement delineates the job description of the Moss Creek General Manager.

POLICY: The MCOA General Manager is charged with the day-to-day operational management of Moss Creek in accordance with the policies established from time-to-time by the Board of Directors of MCOA. He or she has the authority to act as MCOA's exclusive agent to supervise, manage, direct and operate Moss Creek on behalf of and for the account of MCOA, subject at all times to the Direction of the President, on behalf of the Board. The General Manager reports to the President of MCOA, and receives direction only from the President. The General Manager is the Assistant Secretary of the Moss Creek Owners Association, Inc.

The responsibilities of the General Manager include:

1. Legal
The General Manager is responsible for ensuring MCOA is operated in accordance with the Covenants, Bylaws and Rules and Regulations. The General Manager, working with the Chief of Security, has the authority to ensure that the actions of Members, their Tenants, and Guests are in compliance with said governing documents.
2. Financial
The General Manager oversees preparation of the preliminary annual budget for review and approval by the MCOA Finance Committee and Board of Directors. The General Manager manages operations to ensure adherence to the budget, and makes the MCOA President and Treasurer aware of any potential variance to budget as they occur. The General

Manager can authorize the expenditure of all funds in the approved budget. Expenditures that will result in a net negative variance from the approved budget require the approval of the MCOA President and Treasurer. The General Manager shall ensure that all financial aspects of MCOA are handled in accordance with good accounting principles, such that the annual Audit of MCOA's finances does not identify any significant problem areas.

3. Operational

The General Manager is responsible for ensuring that all *aspects* of MCOA are in compliance with any and all Local, State, and Federal Laws, including, but not limited to, IRS, OSHA, EEOC, etc.

The General Manager is responsible for ensuring that all Departments meet their objectives, and are staffed by qualified individuals.

4. Informational

The General Manager shall keep current on all aspects of Community Association Management and issues of material interest to MCOA. He/she shall keep the MCOA Board fully updated on such issues.

MOSS CREEK OWNERS ASSOCIATION, INC.

Policy Statement 03-06

Vote Counting Procedures

Effective Date: December 2, 2003

Revised: December 10, 2009; March 25, 2010; November 18, 2010,
December 7, 2017

WHEREAS, Article IV, Section 8 of the Moss Creek Owners Association, Inc. (MCOA) Bylaws establish responsibility for vote counting with the General Manager and Administrative staff in accordance with procedures established by the Board of Directors to ensure accuracy and confidentiality; and,

WHEREAS, Article IV, Section 8 further places the Audit Committee and the MCOA Corporate Secretary, or designee, in an observation and verification role; and,

WHEREAS, the Board of Directors wishes to establish procedures for balloting and counting in MCOA elections and referendums.

NOW THEREFORE BE IT RESOLVED THAT

ballots and proxies will be designed to clearly indicate the matters being voted upon, or action empowered in the case of a proxy, with appropriate spaces to signify the voter's choice, and provision for write-in votes in the case of Board of Director elections; and,

the ballot and/or proxy shall be designed to provide a means of authentication while maintaining the confidentiality of the vote; and,

an irrevocable ballot shall be used for elections and referendums, i.e., once properly executed and submitted, it cannot be withdrawn; and,

a revocable general proxy shall be made available to Members to be represented at the Meeting by a designated Member of the Board of Directors; and,

no earlier than the final day of voting, the Administrative staff, under the direction of the General Manager or designee, shall open the envelopes containing the completed ballots and/or proxies and verify signatures in compliance with the current master list showing the Members' names. After completion of name verification, the name portion of the ballots will be removed. The staff will then proceed with the vote count.

ballots and proxies submitted at the Meeting will be treated with the same procedures as previously described; and,

voting will be concluded at the beginning of the Membership Meeting.

BE IT FURTHER RESOLVED THAT one or more of the Audit Committee and the MCOA Corporate Secretary, or designee, shall observe the count proceedings and verify the final counts; and,

BE IT FURTHER RESOLVED THAT, only the names of those being elected are announced without reference to the number of votes received; and,

BE IT FURTHER RESOLVED THAT the number of votes received by each candidate is considered to be confidential and will not be published or released to Members; provided, however, that upon written request from a candidate, the MCOA Corporate Secretary is authorized to share with that candidate on a confidential basis the number of votes received by that candidate only as well as the total number of ballots and votes cast in the election; and,

BE IT FURTHER RESOLVED THAT ballots will be sealed and retained for a period of 90 days to assure accessibility in the event the Board of Directors is petitioned to execute a recount as provided in Article III, Section 4(b) of the Moss Creek Owners Association Covenants. In the event of a petition required recount, the recount must be performed by competent, independent, confidential professionals, and the cost of such must be paid by the Petitioner.

MOSS CREEK OWNERS ASSOCIATION, INC.

Policy Statement 03-08

Exceptions for Payment of Annual Plan Commitments

Effective Date: September 28, 1987

Revised, May 5, 1992; July 11, 1996; September 17, 1996; January 1, 2000;
November 4, 2003; March 6, 2007; November 20, 2008; December 10, 2009,
October 28, 2010

WHEREAS, Moss Creek Owners Association, Inc. has governing Covenants, Bylaws, and Rules and Regulations that establish annual user fees applicable to the usage of Moss Creek amenities; and,

WHEREAS, those governing documents specify that the commitment to an Annual Plan comes with certain privileges not otherwise available, and further that annual plans are deemed a commitment for the calendar year; and,

WHEREAS, the Board of Directors recognizes that sometimes, special circumstances occur that preclude a Member from fulfilling that annual commitment.

NOW THEREFORE BE IT RESOLVED THAT there are three specific exceptions that qualify for financial relief from the commitment to an Annual Plan (e.g., golf cart fee), relief from which will be provided under the following provisions. **NOTE:** This does not include the Annual Activity Fee. That fee will not be abated for any reason.

Qualified exceptions for relief are:

1. Sale of the Member's Property
2. Death of the Member
3. Documented Medical Illness or Injury

Calculations for relief will be made as follows:

Sale of the Member's Property

When a property owned by a Member having elected an Annual Plan is sold, and the Member physically moves from the Community and owns no other Moss Creek property, the closing date for the real estate sales transaction shall be the date on which the annual User Plan commitment will cease.

The **Annual Plan** (e.g., golf cart fee) will be prorated to the date of the closing, and any balance due will be collected at the closing, any overpayment will be refunded to the Member by Moss Creek Owners Association, Inc. check immediately after closing.

Death of the Member

When a Member having elected an Annual Plan dies, the first day of the month in which the death occurred shall be the date on which the appropriate plan will cease. Fees for a Member with an **Annual Plan** will be prorated to that date, and any balance due will remain on the account of the deceased Member's property, any overpayment will be applied to the account as a prepayment of assessments and fees.

The surviving spouse or surviving participant who was part of an Annual Plan may choose to discontinue their plan or convert to a single category under the same classification.

Documented Medical Illness or Injury

When a Member having elected an Annual Plan (e.g., golf cart plan) suffers a medical illness or injury that, in the opinion of their physician, prevents the Member from participating, they may petition the General Manager for financial relief from the Annual Plan obligation.

The period of relief shall begin on the first day of the month in which the petition is granted (the "relief" date). The General Manager shall have the option of making the period of relief retroactive to the date of the onset of the illness or injury, as long as the date is not more than four months prior to the petition for relief.

Relief shall end on the first day of the month in which the Member is reinstated (the "resume" date).

Further provisions of this policy include:

1. The Member must request relief for a minimum of four months.
2. This policy may also apply to the spouse or other participant functioning as a "care giver" for the Member.
3. To obtain relief, the Member must petition the General Manager, in writing, and provide a medical statement from a physician substantiating the petition.
4. It is the responsibility of the Member to advise the General Manager, in writing, when the reinstatement is desired.
5. If the relief period spans calendar years, the Member must elect the same options for the new year and the period of relief will continue.

Additional participants who are part of an Annual Plan, from which a Member is requiring relief, may have their portion of the Annual Plan reduced to the "Single" version of the same classification.

MOSS CREEK OWNERS ASSOCIATION, INC.

Policy Statement 03-10

Memorial and Honorarium Policy

Effective Date: March 9, 1999

Revised: December 2, 2003, October 28, 2010

PURPOSE: To establish a policy which recognizes the desire of Association members to erect or construct items in memory or honor of certain individuals.

AUTHORITY:

Pursuant to the Moss Creek Covenants, Article VI, Section 8, the Covenants authorize the Board of Directors to establish a set of Rules and Regulations that include various guidelines and procedures. This policy establishes the guidelines with which Administration can meet the requests of the family and friends.

The General Manager will be responsible for the administration of the policy for the MCOA Board of Directors. He will honor written requests as outlined in the following guidelines.

POLICY:

I. A paver-stone walkway has been established behind the Moss Creek Clubhouse which is the recommended location for memorials and honorariums. Each stone can be inscribed as appropriate.

II. If the request is for other than a paver, it should be submitted in writing to the General Manager. Approval of anything other than a paver requires a recommendation by the General Manager to the Board, and Board approval, and is subject to the following:

- Memorials and Honorariums must be items which will enhance the natural beauty of Moss Creek, increase enjoyment of the members, or benefit the Moss Creek employees.
- Memorials and Honorariums must not require significant expenditures for future upkeep, or interfere with usual maintenance procedures.
- Memorials and Honorariums must be items which MCOA would install anyway given unlimited availability of funds.

- Examples of items include benches, bike racks, playground equipment, scholarship funds and picnic tables. Areas for placement could include the Blue Heron Sanctuary, the crab docks, Fording Island, Bostwick area, and other areas of Common Property.
- A small plaque will be placed, and a permanent record will be maintained, on each item acknowledging the name of the individual for which the Memorial or Honorarium is given. The plaque will be removed after 3 years.

This policy will remain in effect until otherwise rescinded, modified, or amended by the Board of Directors. A list of items and possible locations will be maintained by the Administrative Staff, and will be updated as needed.

MOSS CREEK OWNERS ASSOCIATION, INC.

Policy Statement 03-11

Spec Rehab Program

Effective Date: July 10, 2001 Revised: December 2, 2003, October 28, 2010, June 28, 2012, and January 24, 2013

PURPOSE: This policy is designed to provide financial incentive to builders or other individuals to purchase a Moss Creek home in need of repair. The intention is that these homes will be extensively rehabilitated and then put back on the market for sale. This will benefit the community by upgrading the inventory of housing. The Moss Creek General Manager will be responsible for managing this plan.

AUTHORITY:

Article VI, Section 8, of the Moss Creek Covenants authorizes the Board of Directors to establish a set of Rules and Regulations that include various guidelines and procedures. This policy establishes the guidelines for individuals to purchase a Moss Creek home for renovation with the intent to place the home back on the market for resale within 12 months.

POLICY:

When a property is purchased under this program, a new Moss Creek Membership Certificate will be purchased at the price then in effect. The certificate will not be issued to the new owner ("renovator"). Assuming that renovations are completed, and the house put back on the market (multi-listed) within a twelve-month period, the certificate will be held by Moss Creek and issued to the ultimate purchaser when the property sells. The property is required to sell within a 24 month time frame from date of entrance into the program. In this way, the Membership Certificate can be passed on to the ultimate owner without the cost of an additional certificate.

While the renovator owns the property, he will be responsible for all assessments, fees, and utilities. Should the "renovator" not list the property for sale within a twelve-month period; Moss Creek will issue the Membership Certificate to him. Then, if the property sells at a later date, a new Membership Certificate will need to be purchased.

At the May 29, 2009 Board meeting, the Spec Rehab Program was modified to allow for rental of properties in the program with certain limitations. Those limitations include:

- Current properties in the program qualify.

- For any new participants, only one property per owner at any given time would be allowed to qualify for rental.
- Rental may be for up to a period of 24 months.
- The property must stay on the market for sale during the rental period.
- This amendment will be reviewed yearly for continued applicability.

Certificates (except Transferable)

At the time of closing, a new certificate will be purchased but not issued to the renovator. A new certificate will be issued to the final purchaser at no charge.

Transferable Certificates

If the owner of the property being sold to the “renovator” holds a Transferable Certificate, the property may be transferred without an additional fee. For this to qualify for the Spec Rehab Program; however, one-half of the Membership Certificate Fee then in affect, must be paid to Moss Creek at closing. A new certificate will then be issued to the ultimate purchaser without further charge, subject to the above rules.

The Moss Creek General Manager and the “renovator” will sign a Letter Contract agreeing to the terms. This Policy Statement will be attached to the Letter Contract.

During the renovation process, the owner will be extended the privilege of a Moss Creek Charge Account for use at the Clubhouse or for other amenities. Golf and tennis will be available using Renter rates.

Cross Reference

In referencing additional policy statements for non-applicability of certificate purchases, refer to Policy Statement 03-04.

Date Issued

“Renovator” – individual purchasing house for spec rehab

RE: Lot _____

Dear Mr./Ms.

This will constitute our contract pursuant to the Spec Rehab Program policy of Moss Creek Owners Association, Inc., herein referred to as the “Policy”, a copy of which is attached to this letter. Each of us hereby agrees to comply with each of the provisions of the Policy.

In the event that the rehab has not been completed and the property placed on the market for sale within one (1) year after the date on which you entered the program, or if the property has not been sold within 24 months after the date you entered the program, then notwithstanding any provision of the Policy to the contrary, the Moss Creek Membership Certificate will be issued to you and any subsequent sale of the property by you will require the payment in full of the then current Moss Creek Membership Fee. The date that you closed on the purchase of the property will be considered the date that you entered the program.

MOSS CREEK OWNERS ASSOCIATION, INC.

By: _____
John Miller, General Manager

Acknowledged and Agreed:

Date

MOSS CREEK OWNERS ASSOCIATION, INC.

Policy Statement 03-12

Moss Creek Special Memberships

Supersedes all policies with regard to Special Memberships
(combined October 1, 2002)

Revised: December 2, 2003; December 10, 2009; November 18, 2010
February 28, 2019, May 29, 2019, May 25, 2023

PURPOSE: To establish a policy that includes the various types of Special Memberships offered by Moss Creek.

AUTHORITY: Article VI, Section 3 of the Moss Creek Covenants authorizes the establishment of up to 100 Special Memberships for the use of Moss Creek amenities without the requirement of Moss Creek property ownership.

POLICY:

1. **Membership Rights and Privileges**

Special Members (non-property owner individuals and certain Members selling their property) shall be approved by a majority vote of the MCOA Board of Directors upon recommendation from the General Manager. Special Memberships shall be limited to individuals, and no person shall hold more than one (1) membership. Special Memberships may not be sold as Corporate or Partnership Memberships. Each Special Membership shall be issued in one name and, if a Family Membership, shall entitle the holder, spouse and children, under the age of 25 years, and residing in the family household, the use of the facilities as outlined below. Special Memberships are subject to the Rules and Regulations currently in effect for Members and user fees as approved annually by the MCOA Board of Directors.

The Association has established the following kinds of Special Memberships:

- a. **Golf** - A Golf Special Membership entitles holder and family the use of the Devil's Elbow North and South golf courses, Racquet Center, Pool and Fitness Center, Clubhouse, locker room, pro shops, and such other amenities as may be approved by the Board.
- b. **Social** - A Social Special Membership entitles holder and family, upon payment of appropriate fees, the use of the Clubhouse, Racquet Center, Pool and Fitness Center, and such other amenities as may be approved by the Board.
- c. **Senior Membership** - A Senior Membership entitles holder and spouse the use of the Clubhouse, the Devil's Elbow North and South golf courses, the Racquet Center, Pool and Fitness Center, Clubhouse, locker room, pro shops and such other amenities as may be approved by the Board. Moss Creek also provides charging privileges to Senior Members.
- d. **Previously Designated Non-Spouse Member or Surviving Spouse Membership**
A Previously Designated Non-Spouse Member or Surviving Spouse Membership entitles the holder to continue the use of the Clubhouse, Devil's Elbow North and South golf courses, Racquet Center, Pool and Fitness Center, locker rooms, pro shops, and other such amenities as may be approved by the Board.

2. Terms and conditions
 - a. Special Memberships shall be subject to the payment of the initiation fees as established by the Board of Directors, and annual dues as approved by the Board annually.
 - b. Special Members shall have no votes in the affairs of the association and no interest in its assets.
 - c. Special Memberships shall not be transferable.

3. Eligibility
 - a. Special Membership Program - Golf & Social

Individuals must submit an application to the General Manager designating their interest in either the Golf or Social Special Membership set forth in Section (1) (a) and (b) above, and including payment of the applicable non-refundable initiation fee. The applicant will not be required to own property in Moss Creek. The applicant will be interviewed by a group appointed by the Board, who, with the General Manager will submit the application and their recommendations to the Board.
 - b. Special Membership Program - Former Owners

Owners who have resided in Moss Creek for the immediately preceding five years and sell their Moss Creek residence shall be promptly notified of their opportunity to apply for a Golf or Social Special Membership. Application for a Special Membership must be submitted within 90 days of notification. Their application shall be submitted to the General Manager, who following review, shall submit it to the Board with his recommendation. Upon acceptance, the applicant will be required to purchase either an annual plan Golf or Social Membership, as set forth in Section 1 (a) and (b) above.
 - c. Senior Membership

Moss Creek Members who have sold their property and have moved to an assisted living or continuum of care facility within this area. Their application must be submitted to the General Manager within 90 days of the sale for the Moss Creek property, who will then submit it to the Board with his/her recommendation. This privilege is extended to former Members who have resided in Moss Creek during the immediately preceding five years and have reached the age of 75 years. Senior Members will be granted golf and racquet playing privileges at Certificate Holder rates and have the right to pay the Annual Activity Fee which is due in full no later than January 31st of each year. Senior Members shall have the privilege of a club account by making application through the Moss Creek Charge Agreement. Guests of Senior Members using the Moss Creek golf and racquet facilities will be charged at the current Certificate Holder guest fees set by the MCOA Board of Directors.
 - d. Previously Designated Non-Spouse Member or Surviving Spouse Membership

A Previously Designated Non-Spouse Member or Surviving Spouse Membership is available to individuals who were previously designated as a Non-Spouse Member by or are the Surviving Spouse of a recently deceased property owner and who continue to reside full-time in the same property in Moss Creek pursuant to the terms of a Trust Agreement or life estate. An application must be submitted to the General Manager, who will then submit it to the Board for action, with the General Manager's recommendation. Such Previously Designated Non-Spouse Members or Surviving Spouses will be granted use of all Member facilities and amenities at Certificate Holder rates, and have the right to pay the Annual Activity Fee, which is due in full no later than January 31st of each year. Further, such Members shall have the privilege of a club account by making application through the Moss Creek Charge Agreement. Guests of such

members using the Moss Creek golf and racquet facilities will be charged at the current certificate holder guest fees set by the MCOA Board of Directors.

4. Duration. Special Memberships shall normally continue during the lifetime of the member, subject to the payment of the required user fees, charges, and dues, and in compliance with all applicable Rules and Regulations. Changes in fees and dues to Regular Members will be proportionately reflected to Special Memberships.
5. Initiation Fees and Dues. A non-refundable initiation fee shall be paid by each Special Member upon admittance to membership. The initiation fee will be determined by the MCOA Board of Directors. The current fees as established by the MCOA Board are:

Required Fees	Non-Property Owner	Former Owner-	Senior	Previously Designated Non-Spouse Member/Surviving Spouse
Initiation Golf	\$6,000	-0-	-0-	-0-
Initiation Social	\$3,000	-0-	-0-	-0-
Annual Plan Required	Yes	Yes	No	No

Annual dues (user fees) shall be payable by categories as established from time-to-time by the MCOA Board of Directors. Annual dues (user fees) are paid in full by January 31st of each year, or will be billed monthly in advance and are payable when billed. Non-payment of annual dues within 60 days of the due date shall result in acceleration of payment of the full unpaid amount of annual dues and suspension of all rights and privileges of special membership.

6. Termination of Special Membership

- a. Resignation. A Special Member may resign at any time by Letter of Resignation addressed to the MCOA Board of Directors. Such resignation shall not become effective until such time as he or she is no longer liable for payment of dues, fees, assessments or any other charges.
- b. Death of a Member. Upon the death of a Special Member, his or her membership shall terminate. In the event the surviving spouse of a Special Member applies for membership within a period of six months from such death, a Special Membership shall be approved for the spouse without payment of an initiation fee, provided, however, that in the event the holder of such new certificate remarries and later dies leaving a surviving spouse, the foregoing provisions relating to the approval of a new membership shall not apply. Upon the event of the foregoing provisions, such membership shall be terminated.
- c. Purchase of Real Property in Moss Creek. In the event that a Special Member purchases real estate at Moss Creek within 2 years of the Special Membership purchase, 100% of the Special Membership Initiation Fee shall be applied to the Certificate Fee and such Special Member shall then become a Regular Member. If, at the time when the Special Member purchases real estate, the Membership Certificate Fee is greater than the amount of the initiation fee credit due the Special Member, the difference will be paid to MCOA at the time of closing on the property purchased. In the event such Special Member shall be a surviving spouse of a deceased Special Member, the amount so credited shall remain the same.
- d. Expulsion. The MCOA Board of Directors shall have the power, by a majority affirmative vote, to expel any Special Member for non-payment of dues,

assessments, or other charges which are more than 60 days overdue or for any conduct which, in the opinion of the Board, is likely to injure the welfare, interests, or character of Moss Creek or its Members. No such vote shall be taken unless the Special Member has been given ten (10) days written notice for such proposed action and afforded an opportunity to be heard. In the event of expulsion, any unused portion of the annual dues will be refunded, minus any indebtedness.

- e. Change of Residence. A previously Designated Non-Spouse Member or Surviving Spouse Membership shall terminate when such Member is no longer a full-time resident in Moss Creek.

APPLICATION
SOCIAL SPECIAL MEMBERSHIP

MOSS CREEK
1523 Fording Island Road
Hilton Head Island, South Carolina 29926
843-837-2229 – (Fax) 843-837-5770

NAME: _____ Birth Date: _____

Name of Spouse: _____ Birth Date: _____

Names & Birth Dates of Children: _____
(if under age of 22)

Address: _____

Membership Type: Family () Single ()

Other Address (if any): _____

Email Address: _____

Phone (Home): _____ Phone (Bus.) _____

Name & Address of Present Club: _____

Current or Prior Club Membership

Member since: _____, 19_____

Member of _____ Committee

Current or Prior Clubs (give names & addresses)

Date of Application

Signature of Applicant

Approved by MCOA Board _____
Date

APPLICATION
GOLF SPECIAL MEMBERSHIP

MOSS CREEK
1523 Fording Island Road
Hilton Head Island, South Carolina 29926
843-837-2229 – (Fax) 843-837-5770

NAME: _____ Birth Date: _____

Name of Spouse: _____ Birth Date: _____

Names & Birth Dates of Children: _____
(if under age 22)

Address: _____

Membership Type: Family () Single ()

Other Address (if any): _____

Email Address: _____

Phone (Home): _____ Phone (Bus.): _____

Name & Address of Present Golf Club: _____

Current or Prior Club Membership

Member since: _____, 19_____

Member of _____ Committee

Prior Golf Clubs (give names & addresses)

Date of Application

Signature of Applicant

Approved by MCOA Board _____

Date

APPLICATION
PREVIOUSLY DESIGNATED NON-SPOUSE MEMBER
OR SURVIVING SPOUSE MEMBERSHIP

MOSS CREEK
1523 Fording Island Road
Hilton Head Island, South Carolina 29926
843-837-2229 – (Fax) 843-837-5770

Name of Applicant: _____ Birth Date: _____

Name of Former Property Owner Previously Designating Applicant as "Member" or Deceased Property Owner:

Address: _____

Phone (Home): _____ Phone (Bus.) _____

Email Address: _____

Date of Application

Signature of Applicant
Single ()

Approved by MCOA Board _____
Date

APPLICATION
FORMER OWNER

MOSS CREEK
1523 Fording Island Road
Hilton Head Island, South Carolina 29926
843-837-2229 – (Fax) 843-837-5770

Name of Former Owner: _____ Birth Date: _____

Name of Spouse: _____ Birth Date: _____

Address: _____

Phone (Home): _____ Phone (Cell): _____

Email Address: _____

Membership Type: Family () Single ()

Previous Moss Creek Property address: _____

Date of Application

Signature of Applicant

Approved by MCOA Board _____ (Date)

APPLICATION
SENIOR SPECIAL MEMBERSHIP

MOSS CREEK
1523 Fording Island Road
Hilton Head Island, South Carolina 29926
843-837-2229 – (Fax) 843-837-5770

Name: _____ Birth Date: _____

Name of Spouse: _____ Birth Date: _____

Address: _____

Name of Assisted Living or Continuum of Care Facility: _____

Phone (Home): _____ Phone (Cell): _____

Email Address: _____

Membership Type: Family () Single ()

Moss Creek Member since: _____ (date)

Date of Application

Signature of Applicant

Approved by MCOA Board _____ (Date)

MOSS CREEK OWNERS ASSOCIATION, INC.

Policy Statement 03-13

MCOA Committee System Structure

Effective Date: September 10, 2002

Revised: December 2, 2003

Cross Referenced with PS 95-01

Revised: December 10, 2009, October 28, 2010,
December 6, 2016, November 21, 2019, October 22, 2020,
January 4, 2021, November 18, 2021, September 22, 2022,
October 27, 2022, September 28, 2023

PURPOSE: To establish a consolidated policy that will provide a clear and consistent committee structure for use in the operation of the Association.

AUTHORITY:

Bylaw Provisions

Article VIII, Section 1 establishes certain specified Permanent Standing Committees and, at subsection (a) provides that: “the Board may from time-to-time form, modify, dissolve or reconstitute other standing committees as priorities and issues dictate...” and “(t)he duties, membership, mission and other criteria of these committees shall be outlined through Policy Statements.”

POLICY:

A. Permanent Standing Committees

1. Nominating Committee

The Nominating Committee shall be constituted as set forth in Article VIII, Section 3, of the Bylaws.

Only one (1) member of the Nominating Committee is allowed per household, no Member may serve more than two consecutive years. In the event of the dissolution or disbanding of any of the organizations whose official is allowed to appoint a member of the Nominating Committee, the Board of Directors of the Association may appoint a member to the Committee to fill the vacancy.

Notice of Nominating Process for Board of Directors will be published in the January, February, and March Advocate and This Week in the Creek. An application for interview form will be available at the Administration office in January. The application should be completed and returned to the Administration office to the attention of the Nominating Committee no later than April 1st. The Nominating Committee will interview and evaluate all candidates by May 15th.

Prior to presentation of the slate to the Board of Directors, the Nominating Committee will advise Members who were considered but not nominated, so that those Members will have the opportunity to run by petition. The Nominating Committee shall present, in writing to the MCOA Board, a slate of candidates for positions to be filled on the MCOA Board of Directors no later than May 15th. The Nominating Committee will announce the candidates to the Community by an e-blast sent to the Membership, along with the information on how to be a petition candidate.

Members desiring to run by petition must submit a petition with a minimum of 50 qualified voting member signatures to the Nominating Committee within 30 days

after the announcement of the candidate slate. Petition information will be available at the Administration office.

Petitions submitted by the June 15th deadline will be verified by the Audit Committee no later than June 22nd. If petitions are verified, the petitioner bio information will be included in the July Advocate as a Petition Candidate.

The Nominating Committee shall invite all nominated and qualified petition candidates to submit answers to informational questions put to them by the Nominating Committee for publication in the August issue of the Advocate.

The Chairperson of the Nominating Committee shall invite all nominated and qualified petition candidates to present themselves to the Membership at a community meeting to be held in September no later than the mailing date of the ballots. As this meeting is specifically for the candidates to become familiar to the Membership at this meeting no substitution will be permitted for any reason.

Write-in Candidates are allowed for the Board of Director elections but cannot participate in the "Meet the Candidates" forum and are not covered in the Advocate.

2. **Audit Committee**

The Audit Committee shall be constituted and function as set forth in Article VIII, Section 2 of the Bylaws.

a. Mission

The Audit Committee shall supervise the annual audit of the Association's books and approve the resulting audited financial statements.

In addition, this Committee will cause to be performed by qualified professionals other financial reviews assigned by the Board and reviews which the Committee deems appropriate on items of concern found during the audit.

The Audit Committee shall, as stated in Article IV, Section 8, of the Bylaws, observe and verify the counting of votes in connection with the election of members of the Board of Directors.

b. Structure

The Audit Committee Chair shall be appointed by the Board of Directors, and shall previously have been a Member of said Board of Directors.

The Chairperson shall select three additional members to the Committee, each of whom shall possess sufficient familiarity with the Policies and Procedures of MCOA to make a meaningful contribution; selections shall be submitted to the Board of Directors for confirmation.

The current MCOA Treasurer will be an ex-officio member of the Audit Committee.

c. Duties

The Committee will work through management to request and obtain proposals from professional auditing firms with relevant experience for performance of the audit. The level of this effort on a year-to-year basis is at the discretion of the Committee; however, periodic rotation of auditing firms, or of audit partners within the firm, is considered desirable. As a result of this effort, the Committee will submit its recommendations to the Board for authorization to management to

engage the services of the selected independent audit firm.

The Committee will advise the independent auditors of areas where the Committee or the Board have special concerns or requests.

The Committee shall supervise the services of the independent auditors in the annual audit of the Association's books.

At the conclusion of the audit, the Committee will meet in executive session with the Finance Committee and the audit firm to discuss the Auditor's assessment of the performance of MCOA employees as it relates to the availability and adequacy of all material requested by the Auditor, and the adequacy of MCOA's systems of internal control.

The Committee shall annually convene a meeting of the Auditors, Finance Committee, General Manager and Controller for purposes of reviewing and approving the Audited Financial Statements.

The Audit Committee shall present the final Audited Financial Statements to the Board along with any observations, comments, or suggestions it may have.

3. Architectural Review Board

Established and operated pursuant to Article VII, Sections 1 & 2 of the MCOA Covenants, the ARB has the authority for final review and control of residential construction within Moss Creek as well as Moss Creek Village. Such authority is to be exercised in accordance with Policy 91-01, Architectural Review Board Guidelines and Procedures.

4. Strategic Planning Committee

a. Objectives

To work with Moss Creek's Board of Directors, Finance Committee and General Manager to periodically review and update the Strategic Plan in response to changes in internal and external demographics, industry trends, economic conditions, and external influences.

b. Duties

To update a strategic plan that defines the long-term vision (3-6 years), assesses MCOA's position relative to that vision, outlines future projects, and in coordination with the Finance Committee, identify the requisite financing available and/or necessary to achieve the vision.

c. Membership

The Executive Committee, established at subsection 6, shall constitute the membership of the Strategic Planning Committee. Every third year when the Strategic Plan is reviewed and revised, one (1) 2nd year member from each of the following committees will be nominated by their respective Chairs for advisory service in that year: Facilities & Infrastructure, Green & Grounds, Social and Recreational Activities, Communications and Marketing, and Finance.

5. Finance Committee

The Finance Committee is responsible for ensuring Moss Creek is in a sound financial condition capable of meeting the operational needs and obligations of the Association, generating sufficient capital for reserves to replace/update the amenities and infrastructure, and creating sufficient cash flow to meet new capital investment needs to retain current Members and attract future Members.

The MCOA Treasurer shall be the Chair of the Committee, and the MCOA President shall be an ex-officio member.

6. Executive Committee

Pursuant to the authority set forth above, there is established an Executive Committee of the MCOA Board consisting of the President, Vice President, Treasurer, and Secretary of the MCOA Board. Upon authorization by the Board, the Executive Committee shall:

- a. Execute all responsibilities of the Strategic Planning Committee with respect to matters designated by the Board of Directors, in a manner consistent with the process set forth in Policy Statement 21-01.
- b. Act as a steering committee (conducting research, preparing analysis, and making recommendations) on such emerging issues as may be assigned by the President or the Board.
- c. Assist in the recruitment, evaluation and hiring of the General Manager, as needed.
- d. Facilitate interim decision making and communication on behalf of the Board on urgent and time sensitive matters in cases where a quorum of the Board is unavailable, or the Board is otherwise unable to act. All such actions must be documented and submitted to the full Board for confirmation at its next scheduled meeting.
- e. Address such other matters as the Board may from time-to-time assign.

B. Other Standing Committees

1. Social & Recreational Activities Committee

Responsible to advise the Board and Management on strategies and concepts for use of amenities and activities to engage the Moss Creek membership.

The Committee's advice will center around how Moss Creek can leverage amenities and venues (the Clubhouse, Fitness/Pool Complex, Bostwick Point Park) and the Moss Creek Ambassadors to bring the Community closer together. The focus will be on recommending social and recreational events that will inspire and invigorate Moss Creek Members' experience and engage more Members of all ages to become active in the Community. The strategic recommendations will be based on Member input via the annual survey and other input. Implementation and scheduling shall be the responsibility of Management.

A representative of the Moss Creek Ambassadors shall be an ex-officio member of the Committee.

2. Facilities & Infrastructure Committee

Responsible for Advising the Board and management on the facilities including (but not limited to) the Clubhouse, Fitness/Pool Complex, Bostwick Pavilion, Water Oak Utility and other facilities and infrastructure.

The MCOA Treasurer shall be an ex-officio member of the Committee.

3. Green & Grounds Committee

Responsible for Advising the Board and management on the golf courses, practice areas, lagoons, ponds, common areas and Nature Preserves. The Committee also will as needed provide input and guidance on the 10-year Master Plan for the golf courses.

The Chairperson of the Golf Club and the Chairperson of the Nature Club, or their designees, shall be ex-officio members of the Committee.

4. Communications & Marketing Committee

Responsible for Advising the Board and management on the internal and external marketing and communications for the Community; defining the brand, and focusing on attracting and informing Members interested in the active lifestyle offered by the Community. The Committee shall help develop and report on the annual Member Satisfaction Survey and other measurement tools designed to enhance the Member experience.

A representative of the onsite real estate company shall advise the Committee as needed.

C. Committee Guidelines:

1. Except as otherwise provided, the President of the Board of Directors shall appoint the Chairperson of each Committee, who normally will be a member of the Board. There generally will be a second Board Member serving as a Vice-Chairperson on each Committee. The General Manager shall appoint staff for each Committee.

2. A Committee will be comprised of 4-6 persons in addition to the Chairperson and vice chairperson. The Board encourages the membership at-large to volunteer to serve on Committees, and to specify committee preference if they so choose. If a committee does not have enough volunteer members, the Chairperson will recruit from the membership the number of members needed to complete the committee.

3. The chairperson will present for approval, the proposed Committee members to the Board of Directors at the first meeting of the year.

4. All Committee appointments are for a period of two years and may be reappointed for up to two additional consecutive two-year terms.

5. Selection of Committee members to serve or continue to serve should be guided by the desire that half of the Committee would be new members each year.

6. Each Committee will have a mission statement acknowledging it to be advisory to the Board of Directors and Management.

7. The Board will provide to the Committee Chairs a list of goals and objectives in line with the approved budget and Strategic Plan.

8. Generally, Committees should meet in January and at least quarterly thereafter.

9. The Chairperson will submit a report to the Board of Directors, at the monthly Board meeting after each Committee meeting.

10. All Committee meetings (with the exception of the Nominating and Audit Committees) shall be:

- a. publicly scheduled in advance;
- b. open to Members for observation, space permitting;
- c. conducted pursuant to a published agenda, and
- d. summarized in published minutes

11. Except as otherwise provided in Bylaw Article VIII, Section 4, all Committee actions shall be in the form of recommendations to the Board.

12. The General Manager shall assign such staff and resources as may be necessary to support the administrative needs of the Committees. Committees have no command or supervisory function over personnel. Committees may recommend additional staff duties to the General Manager or the Board but only the General Manager may extend or enlarge staff workload or assign employment tasks to staff members.

MOSS CREEK OWNERS ASSOCIATION, INC.

Policy Statement 03-14

Review and Establishment of Membership Certificate Fee

Effective: April 21, 2003

Revised: December 2, 2003, September 5, 2007, November 21, 2013, December 6, 2016, November 21, 2019, November 17, 2022

PURPOSE: The purpose of this Board Policy is to establish the frequency of such reviews and the methodology to be used in determining changes in Membership Certificate Fees.

AUTHORITY:

Pursuant to the Moss Creek Covenants, Article VIII, Section 1, the Moss Creek Board of Directors is empowered to review the amount of the Membership Fees from time to time.

POLICY:

1. The Board of Directors shall direct the Finance Committee of the Board to review the Membership Certificate Fee on a regular basis and present its recommendation for Fee changes to the Board for review and implementation. Such reviews must be performed at least every four years starting in 2022.
2. The deliverables of the Finance Committee review should be the recommendation of whether there should be a change in the amount of and/or the structure of the Fee, the amount of any recommended change in the Fee or its structure, the reasons for recommended changes, and an Implementation Schedule for the recommended change.

MOSS CREEK OWNERS ASSOCIATION, INC.

Policy Statement 03-15

MCOA Member Participation in Reciprocal Golf and Tennis Programs

Effective Date: January 1, 2004

Revised: October 30, 2008

PURPOSE: The MCOA Board of Directors wishes to establish minimum membership requirements for participation in Golf and Tennis programs involving discounted usage of MCOA amenity facilities in exchange for discounted usage of other amenity facilities.

AUTHORITY: As stated in the Moss Creek Covenants, Article VI, Functions of the Association, Section 8, Rules and Regulations, "In carrying out the functions and exercising the power and authority of these covenants, the Board of Directors shall establish Rules and Regulations which will implement and fulfill all the purposes and intent of these covenants. In addition to the powers granted to the Board of Directors elsewhere in these Covenants, the Board of Directors is authorized to establish Rules and Regulations governing access to and use of all property in Moss Creek, including, but not limited to, all matters pertaining to roadways, vehicles, piers, docks, ponds, lagoons, marshes, buildings owned by the Association, and all recreation and service facilities."

BACKGROUND: There are several golf and tennis organizational activities in the area that function on a reciprocal basis. The essence of these arrangements is that members from one club or community are invited to play golf or tennis as guests at a facility for a drastically reduced rate, with the understanding that the event will be reversed at a future date.

MCOA willingly allows use of the amenities for these programs on the basis that it is a benefit to the Moss Creek Members to play at these other facilities, and it is positive for Moss Creek to have members of other area clubs and communities experience Moss Creek.

Since golf and tennis at Moss Creek are optional, it has come to pass that some Members utilize these programs as their primary source of amenity usage and, therefore, are able to play frequent golf and tennis at reduced rates.

It is considered inequitable for Members who do not pay regular golf or tennis dues to have the same privilege as those who do.

POLICY: To participate in a reciprocal program for golf or tennis, Moss Creek Members must be enrolled as an Annual Activity Fee Member. Annually, the Professional Golf Staff and Tennis Staff at Moss Creek will be required to verify that participants in the reciprocal programs comply with this requirement:

Programs subject to this Policy include, but are not limited to:

Home and Aways

Interclubs

Lowcountry Team Play Matches

Lowcountry Women's Golf Association

Mid-Caps

Four Club

Senior Men's Golf Association

MOSS CREEK OWNERS ASSOCIATION, INC.

Policy Statement 03-16

MCOA Board of Directors Job Description

Effective Date: December 3, 2003

Revised: January 23, 2020, November 19, 2020, September 22, 2022

PURPOSE: To establish the duties and responsibilities of the Members of the MCOA Board of Directors.

AUTHORITY:

Pursuant to the Moss Creek Bylaws, Article V, ***Board of Directors: Powers and Duties***, Section 2, "The Board of Directors shall carry out the duties of the Association as stated in the Articles of Incorporation and in the Covenants." These duties include, but are not limited to, the duties outlined in the Covenants. The MCOA Board has the Authority and Responsibility to develop policies and regulations for the operation of MCOA, to monitor the financial and overall performance of MCOA; to provide the General Manager and staff with the resources to meet the needs and fulfill the mission of MCOA; and to communicate with the Members of MCOA.

POLICY: The Full Board's Responsibilities

1. Establish Policy and Enforcement thereof.
2. Hire and evaluate the General Manager
3. Approve Annual Budget and any Modifications
4. Monitor financial performance and condition
5. Approve a strategic plan for MCOA
6. Elect and support the Officers of MCOA
7. Review and approve key operating procedures as submitted by Management
8. Serve as an information conduit between Members and Management.
9. Understand Fiduciary Responsibilities and Legal Exposures

Individual Responsibilities

1. Attend Board and appropriate Committee Meetings
2. Be knowledgeable about MCOA Policies & Procedures and Governing Documents
3. Be informed about MCOA on issues and current events
4. Express their views, and be considerate and appreciative of the views of others
5. Serve on Committees as appointed
6. Be active in the Community
7. Advise the General Manager of concerns of the Community
8. Maintain confidentiality on confidential issues
9. Honor and execute the Board of Directors Code of Conduct

**Moss Creek Owners Association, Inc.
Board of Directors Code of Conduct**

I, _____ as a member of the Moss Creek Owners Association Board of Directors will:

- Adhere to a high standard of ethical conduct and act in accordance with Moss Creek Covenants, Bylaws and Policies.
- not use MCOA or my service on this Board for my own personal advantage or the advantage of my friends or relatives;
- keep confidential information confidential; the term “confidential information” as used herein shall be as defined by the Board of Directors in the MCOA Rules and Regulations. This obligation shall remain applicable to all Directors following the termination or expiration of their term of service;
- respect and support majority decisions of the Board;
- approach all Board issues with an open mind, prepared to make decisions in the best interests of the Association;
- diligently strive to earn and maintain the respect of those we serve;
- focus my efforts on the mission of MCOA and not my personal goals;
- never exercise authority as a Board Member except when acting in a capacity so authorized by the Board; and,
- consider myself a “trustee” of MCOA and do my best to ensure that Moss Creek is well-maintained, financially secure, always operated in the best interests of the Association, and in compliance with all legal rules and regulations applicable to the Moss Creek Owners Association.

Signature

Date

MOSS CREEK OWNERS ASSOCIATION, INC.

Policy Statement 03-17

Handling of Complaints

Effective: December 2, 2003, October 28, 2010

PURPOSE: The MCOA Board of Directors has established this policy to adopt procedural guidelines with regard to handling of complaints in which Members and employees are involved.

AUTHORITY: Pursuant to the Moss Creek Covenants, Article VI, Section 8, the Covenants authorize the Board of Directors to establish a set of Rules and Regulations that include various guidelines and procedures to follow when handling complaints and violations.

POLICY: Suggestions, Criticism and Petitions
Suggestions relating to Management, policy or personnel should not be discussed with employees of MCOA. Recognizing the value of constructive criticism, all complaints, suggestions and petitions relating to any of the MCOA's operations, should be directed, in writing, to the President or the General Manager of the MCOA. No such written communication will be considered if received unsigned.

Member-Employee Relationships

The General Manager is solely responsible for the supervision of the employees of Moss Creek. Members should be respectful of Association employees and shall not seek favors that would take an employee away from his or her duties. It is unacceptable for any Member or Guest to abuse, verbally or otherwise, any Moss Creek employee or discipline such employee in any manner, or otherwise direct activities. All comments, requests, complaints, suggestions or recommendations relating to the facilities, services, or employees shall be directed in writing to the General Manager or President of MCOA. (Violations of this rule by a Member or Guest of a Member will be reported to the Board for appropriate actions in accordance with the established procedures. A copy of which is available at the Administration Office). No such written communication will be considered if received unsigned.

Member-Member Conduct Violations

The following is the established procedure as stated in the Rules and Regulations, **General Information, Procedure of Conduct Violations**, to submit and process complaints relating to Member conduct violations of the Moss Creek Rules and Regulations; Bylaws or Covenants (Article VI, Section 8, paragraphs 2 and 3).

1. A Member or Members or others reporting the violation(s), or improper conduct, shall complete a signed confidential statement and submit this to the General Manager.
2. The General Manager will immediately submit the details of the complaint to the Member(s) involved and any other persons who may have information regarding the incident.
3. If the incident cannot be disposed of satisfactorily on an informal basis by the General Manager, the General Manager will inform the Board of the complaint/violation. The Board, after reviewing all relevant facts, may dismiss the complaint as not warranting further action. If the Board does not dismiss the complaint, but believes that it warrants further inquiry or action, then the aggrieved party must attend a hearing to discuss an amicable resolution of the dispute before

the member or aggrieved party files any legal action against the Board, the Association, or member of the Board, or any agent of the Association.

4. The Board shall give notice of the date, place and time of the hearing to the party requesting the hearing, not less than ten (10) days after receipt of the request for such hearing, and the hearing shall be scheduled not less than seven (7) nor more than twenty-one (21) days after the date on which such notice is given by the Board.
5. If the Board determines that use of a mediator may help resolve the dispute, the Board may have a certified mediator attend the hearing, and the party requesting the hearing agrees to cooperate in a mediation of the dispute.
6. The Board or an appointed Mediation Committee shall, at the conclusion of the hearing, recommend one of the following:
 - No action warranted.
 - A letter of caution and/or reprimand by the Board.
 - The imposition of penalties against the Member or Members charged in accordance with the Moss Creek Covenants, Bylaws and Rules and Regulations, taking into account the severity and the circumstances of the infraction.
7. The Board, if applicable, shall review whatever action is to be taken and if it gives its approval to same, the Member(s) involved shall be notified in writing of such action.
8. The following is a sample letter to be issued for improper conduct violations:
 - Notification of violation letter
Dear member:
Management has received a complaint regarding an incident that you were reportedly involved in that needs to be resolved. The incident involved (e.g., employee abuse, improper behavior). Please contact me so that an appointment can be scheduled to resolve this issue in an amicable manner.
 - Notification of penalty letter (if applicable)
Dear Member
The Board has reviewed all evidence of the violation in my letter dated _____ and has imposed the following fine as authorized by the Covenants. (List in detail the action imposed by the Board.)

MOSS CREEK OWNERS ASSOCIATION, INC.

Policy Statement 03-18

Member Work Requests

Effective: December 2, 2003

Revised: October 30, 2008

PURPOSE: The Board of Directors of MCOA has established this policy to provide for consistent handling of Member requests for work to be done on Common property.

AUTHORITY: The Moss Creek Rules and Regulations, in the Section titled “**Employee Relationship,**” states that “All comments, requests, complaints, suggestions, or recommendations relating to the facilities ... shall be directed in writing to the General Manager.”

POLICY: Any Member requesting that work be performed on Common property shall complete and submit a “Work Request Form” to Administration. This form can be found and filled out on the Moss Creek website (example attached), or in person at the Administration office.

All requests are logged in, researched and acted upon as appropriate.

The Member is notified in writing by the General Manager once the request has been evaluated and appropriate action determined.

MOSS CREEK OWNERS ASSOCIATION, INC.

Policy Statement 03-20

Principles for Moss Creek Members and Community Leadership

Effective Date: December 2, 2003

WHEREAS, Community Associations Institute, a national organization dedicated to fostering vibrant, responsive, competent community associations, has recommended adoption of a set of Rights and Responsibilities for Better Communities as a guidepost for all those involved in the community, including Board and Committee Members, Managers, and Members; and,

WHEREAS, the Moss Creek Owners Association, Inc. Board of Directors has reviewed this recommendation and agrees that documenting a set of Principles for Moss Creek Members and community leaders is worthwhile in the continuing pursuit of harmony, community, responsible citizenship and effective leadership, while balancing the best interests of the individual Members and those of the Association.

NOW THEREFORE BE IT RESOLVED THAT the following Principles for Members and Community Leaders is hereby endorsed by the Board of Directors, and recommended for distribution to the Membership at Large.

Members Have the Right To:

1. A responsive and competent property owners' association.
2. Honest, fair, and respectful treatment by Moss Creek management, employees, and the volunteer leadership.
3. Participate in the governing of Moss Creek by attending meetings, serving on committees and standing for election.
4. Access appropriate Corporate books and records.
5. Prudent expenditure of fees and assessments.
6. Live in a community where the private and common properties are maintained to an acceptable standard.
7. Fair treatment regarding the financial obligations, including the opportunity to consider payment plans before a foreclosure action is initiated.
8. Access to all documents that address rules and regulations governing the Community.
9. Appeal to the appropriate authority those decisions affecting non-routine financial responsibilities or property rights.

Members Have the Responsibility To:

1. Read and comply with the governing documents of the Community.
2. Maintain their property to acceptable standards.
3. Treat Community leadership, management, and employees honestly, with respect, and in accordance with the governing documents of Moss Creek.
4. Vote in Community elections and referendums.

5. Pay Community assessments and charges on time.
6. Contact Community Management, if necessary, to discuss financial obligations and alternative payment arrangements.
7. Request reconsideration of material decisions that personally affect them.
8. Provide current contact information to the Community Management to help ensure they receive information from the Community.
9. Ensure that all who reside on their property, i.e., tenants, relative, friends, adhere to the governing documents of Moss Creek.

Community Leadership Has the Right To:

1. Expect Members to meet their financial obligation to the Community.
2. Expect Members to know and comply with the governing documents of Moss Creek and to stay informed by reading materials provided by the Community.
3. Respectful and honest treatment from the Members.
4. Expect Members to treat Moss Creek management and employees honestly, with respect, and in accordance with the governing documents.
5. Conduct meetings in a positive and constructive atmosphere.
6. Receive support and constructive input from the Members.

Community Leadership Has the Responsibility To:

1. Fulfill their fiduciary duties to Moss Creek and exercise discretion in a manner they reasonably believe to be in the best interests of the Community.
2. Exercise sound business judgment.
3. Conduct open, publicized meetings of the Board of Directors.
4. Balance the needs and obligations of Moss Creek as a whole with those of the individual Members.
5. Understand the Moss Creek governing documents and be aware of applicable state and local laws, and to make sure the Community is managed accordingly.
6. Establish committees or use other methods to obtain input from Members.
7. Conduct open, fair and well publicized elections.
8. Welcome and educate new Members into Moss Creek.
9. Encourage input from Members on issues affecting them individually and the Community as a whole.
10. Encourage events that foster neighborliness and a sense of community.
11. Allow Members access to appropriate Community records, when requested.
12. Make sure all monies due from Members are collected.
13. Provide a process Members can use to appeal decisions affecting them if they so choose.
14. Provide complete and timely disclosure of personal and financial conflicts of interest related to the actions of their position.
15. Treat Moss Creek management and employees honestly, with respect, and in accordance with governing documents and established policy.

MOSS CREEK OWNERS ASSOCIATION, INC.

Policy Statement 03-21

Petition & Referendum Procedures

Effective Date: 10/27/2016

PURPOSE

Article III, Section 4 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Moss Creek (Covenants) establishes the Power of Referendum for Members. Included within this Power of Referendum, Voting Members have the right to submit a petition signed by not less than twenty five percent (25%) of the Association's eligible votes, calling for the repeal of an action taken by the Board of Directors and/or requesting that the Board of Directors take some new action. The purpose of this Policy Statement is to establish guidelines and procedures for the petition and referendum process when Voting Members seek to employ this Power of Referendum.

AUTHORITY

Article VI, Section 8 of the Covenants authorizes the Board of Directors (Board) to establish Rules & Regulations to implement and to fulfill the purpose and intent of the Covenants. Further, MCOA Rules & Regulations include a prohibition of solicitation of any kind within Moss Creek. This policy is in place to protect Member privacy and applies to the petition process.

POLICY

The guidelines and procedures listed below shall be followed whenever Voting Members seek to employ the Power of Referendum as provided in Article III of the Covenants:

A. Petitions

1. The petition must comply with the requirements of Article III Section 4 of the Covenants.
2. To provide a public place where Voting Members may sign the petition, the petitioners may post a petition at the reception desk at the MCOA Administration building. Petitions may not be posted at other MCOA buildings or facilities, nor may Members solicit signatures at MCOA buildings or facilities.
3. A copy of the petition language will be printed in the Advocate to inform Members of the petition effort. Petitioners may submit a statement to be printed in the Advocate explaining their rationale for pursuing the repeal of a Board action and/or the new action they would like for the Board to take. The Board may also include a statement in the Advocate stating its position regarding the actions being sought.

4. MCOA will, upon request, provide petitioner with an MCOA Member list, including name and property address. Other Member information, including email addresses, telephone numbers, and voting records, is treated by MCOA in a confidential manner and will not be disclosed.

B. Petition Signature Validation and Tally

1. The Covenants provide that a petition be signed by no less than twenty five percent (25%) of the Association's eligible votes in order to repeal an action of the Board and/or to compel some new action by the Board. A Voting Member is the Certificate Holder and/or an individual designated by the Certificate Holder to have voting rights for a property.
2. Petition sheets with signatures should be delivered to MCOA Administration when the signature gathering process is complete. As soon as possible following delivery of the petition sheets, the General Manager and Administrative staff will count the number of Voting Member signatures included on the petition sheets. Members of the Audit Committee will oversee the process of validating whether a petition includes sufficient signatures of Voting Members to meet the minimum of 25% of the Association's eligible votes.
3. Members who sign petitions may request to have their signature removed at any time prior to when the petitions are validated by contemporaneously advising MCOA Administration and the petition organizers in writing (including e-mail) of such Member's desire to have his or her name removed.

MOSS CREEK OWNERS ASSOCIATION, INC.

Policy Statement 03-22

Capital Spending

Effective Date: 10/27/2016

PURPOSE

Under the MCOA Covenants the authority to pursue capital improvements on Common Properties and Restricted Common Properties is vested in the Board of Directors, with the exception of the levy of Special Assessments for capital improvements, which require Membership approval. In the planning process for capital improvements it is essential for the Board of Directors to inform the Membership and to seek Member input and comment before proceeding with major capital projects. The purpose of this Policy Statement is to establish a process for sharing information, and offering Members an opportunity to ask questions and provide input to the Board in the planning process for major capital projects.

AUTHORITY

Article VI of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Moss Creek (Covenants) delineates the functions of MCOA with regard to improvements, equipment and furnishings on Common Properties and Restricted Common Properties, and the services that the Association is authorized but not required to provide. Section 4(s) of this Article authorizes the Association to construct improvements on Common Properties, or Restricted Common Properties, for use for any of the purposes or as may be required to provide the services authorized.

Article IV, Section 4 (a) authorizes the Board of Directors of the Association to borrow money for the purpose of improving and/or maintaining the Common Properties, Restricted Common Properties and Membership Common Properties,

Article VI, Section 8 of the Covenants authorizes the Board of Directors (Board) to establish Rules & Regulations to implement and to fulfill the purpose and intent of the Covenants.

POLICY

Except in cases of emergency repairs, the Board of Directors shall conduct a Town Hall Meeting for major capital projects anticipated to exceed \$500,000 in construction cost upon 30 days prior notice. The Town Hall Meeting will be held when the preliminary design and project cost estimates are available. This information will be shared with the Membership, and Members will be invited to ask questions and provide comment about the proposed project at this meeting. The Town Hall Meeting will be held before the Board of Directors decides whether to proceed with final design and to seek bids for a major capital project expected to exceed \$500,000 in construction costs.

MOSS CREEK OWNERS' ASSOCIATION, INC.

Policy Statement 05-01

Policy for Collection of Delinquent Accounts

Effective Date: January 26, 1993

Revised: February 3, 1998, December 8, 1998, September 8, 1999, September 6, 2005,
October 30, 2008, December 10, 2009, October 28, 2010

PURPOSE:

The Board has adopted the position that aggressive action be taken against Members who are late or delinquent in the payment of their accounts.

AUTHORITY:

Article VI, Functions of the Association, Section 7., Financial Administration, of the MCOA Covenants states that, "...the Board of Directors is authorized to establish a system or systems for the administration of Members' accounts and to establish the terms and conditions applicable to the establishment and collection of such accounts, including the imposition of appropriate interest charges for late payments and attorney's fees for collection..."

POLICY:

Collection of Moss Creek Owners Association Monies

It has become necessary to formally establish a system for the administration of accounts owing to the MCOA and terms and conditions applicable to the collection of such accounts.

The following is the procedure for collection of monies of all kinds (including, without limitation, club accounts, annual and special assessments, water and sewer charges, and other sums) owing from Members and any other responsible parties.

Due Dates

The Annual Assessment is due and payable on or before January 31st, or, paid in 12 equal monthly payments

Special assessments are due and payable as prescribed in the documents authorizing such special assessments and will be deemed late if received after such date.

Club accounts and any other sums owing are due and payable (unless otherwise determined by the Board), on the last day of the month following the month in which they are incurred and will be deemed late if received after such date.

The date upon which Annual Assessment and special assessments, club accounts, and any other sums owing, respectively, are due and payable is referred to herein as the "Late Date".

30 Days Past Due Date

If the January installment payment or any subsequent monthly payment of the Annual Assessment or other fees remains unpaid for more than 30 days after the last day of the month in which it is billed, then the **full** unpaid amount of the Annual Assessment and all other fees will automatically become due and payable without notice from MCOA.

Single Account

All monies of all kinds owing (including, without limitation, club accounts, annual and special assessments, amenity fees and other sums) shall be administered as a single account of the Member and/or other responsible party.

Late Charges

A late charge of \$25 will be added to the account of any Member and/or other responsible party if payment in full of such account has not been received within 30 days after the Late Date. An additional late charge of \$25 will be added to the account of any Member and/or other responsible party if payment in full has not been received within 60 days after the Late Date.

Returned Checks

An additional administrative fee of \$25 will be charged for returned checks.

Delinquencies; Collection Procedures

In addition to the late charges specified above, all monies of any kind (including, without limitation, club accounts, annual and special assessments, water and sewer charges, and other sums owing) not paid by the date such monies are due and payable will incur an interest charge of 1.5% per month (or such other amount as may be determined by the Board pursuant to the Covenants) from the date such monies are due and payable.

30 Days Past Due

If payment in full of monies owing has not been received within 30 days after the Late Date, a letter will be sent to the Member and/or other responsible party requesting immediate payment and advising of the posting of the initial \$25 late charge.

60 Days Past Due

If payment in full has still not been received within 60 days after the Late Date, a second letter will be sent by registered or certified mail advising of the posting of the second \$25 late charge to the account and the future suspension of charge privileges and the right to use Moss Creek amenities, and further that the matter will be referred to an attorney for collection at the expense of the Member and/or other responsible party.

90 Days Past Due

If payment in full has not been received within 90 days after the Late Date, the matter will be referred to an attorney for collection, which will include, without limitation, foreclosure on the Member's lot or dwelling and/or a lawsuit seeking a judgment for personal liability of the owner and recourse against the Member's other assets. The Member and/or other responsible party will incur all legal expenses.

The Member and/or any other responsible party will be notified by registered or certified mail of the immediate (a) suspension of their privilege to charge any amount to their club account, and (b) suspension of their right to access to, and use of, any and all Moss Creek amenities and services (including, without limitation, use of the golf courses, tennis courts, swimming pools, and water and sewer service. etc.)

Recurring Delinquencies

In the event a Member becomes past due within 18 months of a previous past due status, the 90 days past due action will be accelerated to the date the Member is 30 days past due.

Other Matters

There will be no exceptions to the foregoing procedures, provided, however, any Member and/or other responsible party may apply to the Board or General Manager in writing for a waiver or deferral of any procedure due to extraordinary hardship or other legitimate mitigating circumstances. The Board will consider all such applications, but shall have no obligation to grant any waiver or deferral.

No failure or delay of the Board in exercising any of its rights or remedies shall be a waiver of such right or remedy. Nothing contained herein shall limit or otherwise impair any other right or remedy of the MCOA.

The Board may amend these procedures at any time and shall have the sole discretion to interpret them and determine the manner of their application.

MOSS CREEK OWNERS ASSOCIATION, INC.

Policy Statement 06-01

Commercial Pickup Trucks, Commercial Vehicles, Recreational Vehicles and Motor Driven Cycles

Effective: March 1, 2006, October 28, 2010, November 21, 2013, December 6, 2016,
November 19, 2020, May 27, 2021, June 24, 2021, November 18, 2021

PURPOSE: The Board of Directors has established the following policies to provide for fair, clear and consistent interpretation of certain restrictions contained in the Moss Creek Owners Association Covenants.

AUTHORITY:

Article IX, Section 23 of the Moss Creek Owners Association Covenants, Conditions, and Restrictions states:

- "... No trailer, camper, recreational vehicle, boat, boat trailer, commercial van, commercial pickup trucks, panel truck, or commercial vehicle shall be parked over night in any residential area unless such vehicle is kept entirely within a garage. ..."; and,
- "... motor driven cycles of any nature whatsoever are hereby prohibited from being operated upon any portion of Moss Creek ...";

POLICY: The following definitions shall be used to govern enforcement of the above cited restrictions.

What is a "Commercial Vehicle"?

As there are many different uses and versions of commercial trucks, vans, commercial vans, and panel trucks today, the categorical designation as a commercial vehicle is not always appropriate. The defining difference of a Commercial Vehicle is the exterior appearance and/or the existence of exterior markings or special external attachments for carrying equipment or supplies that would designate the vehicle as commercial. **Therefore, any vehicle with the exterior of a commercial vehicle or any vehicle with specific exterior markings, including but not limited to, signage, pipe racks etc..., shall be deemed a commercial vehicle for purposes of this policy.**

What is a "recreational vehicle"?

The definition is found in the Covenants as "a vehicle designed for or containing sleeping, cooking or toilet facilities of any kind".

What is a "motor driven cycle"?

The term "motor driven cycle" shall be applied broadly for all purposes of this prohibition. It will include, but not be limited to, "motorcycle", "moped", "motorcycle three-wheel vehicle", and "autocycle" but excludes "electric-assist bicycles" and "bicycles with helper motors", which are defined under S.C. Code Section 56-1-10 (29) as low-speed electrically assisted bicycles with two or three wheels, each having fully operable pedals and an electric motor of no more than 750 watts, or one horsepower, and a top

motor-powered speed of less than twenty miles an hour when operated by a rider weighing one hundred seventy pounds on a paved level surface, that meets the requirements of the Federal Consumer Product Code provided in 16 C.F.R., Part 1512, and that operate in a manner such that the electric motor disengages or ceases to function when their brakes are applied or the rider stops pedaling; and that has a label that is affixed permanently, in a prominent location, to each electric-assist bicycle, indicating its wattage and maximum electrically assisted speed. In addition, Moss Creek also prohibits motor scooters, motorized skateboards, segways or any similar vehicle.

Overnight parking of commercial vehicles, RV's, and trailers

Prohibited vehicles must be removed from residential areas, or kept entirely within a garage (garage door fully closed so the prohibited vehicle cannot be seen) by 9:00 PM. An extension up to midnight may be prearranged with Security. As stated in Article IX, Section 23, an Owner may request in advance an exception for overnight parking of a recreational vehicle from the General Manager or his/her designee for the night before a morning departure and/or the night after an evening return from a multi-day trip.

As an accommodation, Moss Creek will provide Members owning a commercial vehicle the ability to park overnight in designated spaces behind the Administration Building. The Member must have the vehicle removed by 7:00am weekdays as the space is needed for the normal operation of the Association. It is requested that the Member contact either Security or Administration when needing to use this parking space.

The MCOA staff is directed to enforce these restrictions fairly and consistently to all Members, understanding that non-complying Members will be subject to the monetary fine system provided in the Moss Creek Covenants, Conditions, and Restrictions.

This Policy will remain in effect until otherwise rescinded, modified, or amended by the Board of Directors.

MOSS CREEK OWNERS ASSOCIATION, INC.

Policy Statement 06-02

Prohibition on Board Compensation

Effective: March 1, 2006

PURPOSE: The Board of Directors has established the following policy to ensure that it is clearly understood that there is no compensation for the MCOA Board of Directors.

AUTHORITY:

The Moss Creek Owners Association Corporate By-laws and Declaration of Covenants, Conditions and Regulations authorize the Board of Directors to adopt additional governmental policies as necessary in the ordinary course of business.

POLICY: Members of the Board of Directors of Moss Creek Owners Association shall serve as unpaid volunteers. They shall not utilize their position as a Board Member to their own financial benefit in any way.

This Policy is not intended to prohibit reimbursement of expenses incidental to Board service or to preclude acceptance of gratuitous food and beverage during the accomplishment of a Board Member's responsibility.

This Policy will remain in effect until otherwise rescinded, modified, or amended by the Board of Directors.

MOSS CREEK OWNERS ASSOCIATION, INC.

Policy Statement 06-03

Initiating Corrective Action on Residential Properties Within Moss Creek with Unclean or Unkempt Conditions

Effective: March 1, 2006, October 28, 2010, December 7, 2017

PURPOSE: The Board of Directors has established this policy to provide a standard procedure for monitoring the maintenance of residential properties in Moss Creek and initiating corrective actions when necessary.

AUTHORITY:

Article IX, Section 8 of the Moss Creek Owners Association Covenants, Conditions, and Restrictions states: "It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of the buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or of the specific area."

Also, Article IX, Section 9 of the Moss Creek Owners Association Covenants, Conditions, and Restrictions states: "No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No plants or animals, or devices or things of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof are allowed with the Properties."; and,

Further, Article IX, Section 10 of the Moss Creek Owners Association Covenants, Conditions, and Restrictions states in part: "... , the Association and its agents have the right to enter upon any residential lot on which a residence has not been completed and landscaped to remove, clear, cut or prune underbrush, weeds or other unsightly growth, which in the opinion of the Association detracts from the overall beauty, setting and safety of Moss Creek. The cost of such services shall be paid by the Owner of the lot requiring such services. ..."

POLICY: The following procedure shall be used by the Board to enforce the above cited conditions.

Identification of a Deficient Situation

A residential property thought to be in a deficient maintenance condition may come to the attention of MCOA management, either by a written member complaint or through observation by an MCOA staff member. It is then management's responsibility to validate the complaint, and, if deemed appropriate, take actions necessary to correct the situation.

Validation of the Complaint

Validation of a complaint will take the form of a physical inspection by senior management and an evaluation of the subject lot as it compares to other residential properties in the immediate vicinity. It is specifically recognized that different residential areas of Moss Creek have distinct maintenance characteristics. It is also specifically recognized that a different standard is applied to a primarily wooded property versus a primarily open property.

During the validation process, consideration will also be given to how Members in the immediate vicinity view the property.

Corrective Action

Subsequent to the validation process, management will make a determination as to whether corrective action is required.

If it is determined that no action is required, the member originally making the complaint will be advised that the property is deemed consistent with the neighborhood and no action is being taken. The complaining member may appeal that decision in writing to the Board of Directors.

If it is determined that corrective action is required, the owner of the subject property will be notified in writing that their lot requires attention and will be given 14 days to take action. Otherwise, MCOA will have the situation corrected and the Member account will be charged the cost incurred by MCOA.

Members failing to take corrective actions will be subject to the monetary fine system as provided in the Moss Creek Covenants, Conditions, and Restrictions.

MOSS CREEK OWNERS ASSOCIATION, INC.

Policy Statement 06-04

Unauthorized Use of MCOA Amenities

Effective Date: July 1, 2006

Revised: November 20, 2008, October 28, 2010
November 21, 2013

PURPOSE:

The MCOA Board of Directors wishes to establish appropriate fees and fines for the unauthorized use of MCOA amenity facilities by Members and Guests.

AUTHORITY:

As stated in the Moss Creek Covenants, Article VI, Functions of the Association, Section 8, Rules and Regulations, "In carrying out the functions and exercising the power and authority of these Covenants, the Board of Directors shall establish Rules and Regulations which will implement and fulfill all the purposes and intent of these Covenants. In addition to the powers granted to the Board of Directors elsewhere in these Covenants, the Board of Directors is authorized to establish Rules and Regulations governing access to and use of all property in Moss Creek, including, but not limited to, all matters pertaining to roadways, vehicles, piers, docks, ponds, lagoons, marshes, buildings owned by the Association and all recreation and service facilities."

BACKGROUND:

The recreational amenities in Moss Creek, principally golf courses, tennis courts, fitness center, pools, boat/kayak storage facilities, dock, and marina facilities are available, for a fee, to all Members of the Association. The fees are approved by the Board of Directors and updated at least annually.

In the vast majority of cases, the appropriate fee is paid, and usage of the amenity is therefore authorized.

Occasionally, a Member or a Member's Guest will utilize, or attempt to utilize, an amenity without paying the appropriate fee. This usage would be deemed unauthorized.

Unauthorized usage of the recreational amenities as defined herein is considered a violation of good conduct and should be subject to fees and fines as approved by the Board of Directors. In the case of unauthorized usage by a guest of a Member, the Member will be responsible for the fees and fines.

POLICY:

The Board of Directors hereby establishes that MCOA Management, upon the determination that an unauthorized use by a Member or Guest has occurred, will charge the user the highest prevailing rate appropriate for the amenity used, based on the then current approved fee schedule, plus a fine of \$100.00. Subsequent fines will be in accordance with the Covenants and may increase up to \$1,000 per occurrence.

In the event of first offenses, MCOA Management may issue a one-time only warning.

MOSS CREEK OWNERS ASSOCIATION, INC.

Policy Statement 06-05

Parking on Leisure Trails

Effective Date: July 1, 2006, October 28, 2010

PURPOSE

The MCOA Board of Directors wishes to establish the appropriate Policy for allowing parking on Leisure Trails within Moss Creek.

AUTHORITY

As stated in the Moss Creek Covenants, Article VI, Functions of the Association, Section 8, Rules and Regulations, "In carrying out the functions and exercising the power and authority of these Covenants, the Board of Directors shall establish Rules and Regulations which will implement and fulfill all the purposed and intent of these Covenants. In addition to the powers granted to the Board of Directors elsewhere in these Covenants, the Board of Directors is authorized to establish Rules and Regulations governing access to the use of all property in Moss Creek, including, but not limited to, all matters pertaining to roadways, vehicles, piers, docks, ponds, lagoons, marshes, buildings owned by the Association and all recreational and service facilities."

BACKGROUND

The Leisure Trails within Moss Creek are specifically provided for the safe usage of Members and Guests traveling on foot or on non-motorized vehicles such as bicycles, roller blades, strollers, etc. This being the case, parking on the Leisure Trails is prohibited, if there is any alternative solution.

It has become apparent over time that in certain instances, no alternative solution exists. Examples include tree work where the equipment cannot be located off of the path, or a party in a Member's home where off-path parking for Guests does not exist.

POLICY:

Parking on the Leisure Trails should be avoided if at all possible.

When no alternative exists, the Member must arrange through the Security Department of MCOA for temporary parking on the Leisure Trails. To accommodate this need, and to still ensure the safety of those desiring normal use of the Leisure Trails, additional Security Officers will be scheduled on site for the duration of the event.

The Security Department and the General Manager will determine the quantity of officers required and duration of service needed. The host Member will reimburse the cost of the additional Security to MCOA.

MOSS CREEK OWNERS ASSOCIATION, INC.

Policy Statement 06-06

MCOA Board - Election of Officers

Effective Date: September 5, 2006

Revised: November 18, 2010, November 18, 2021

PURPOSE:

The MCOA Board wishes to establish a MCOA Policy Statement that will provide a standard procedure for the MCOA Board of Directors (Board) to elect, from its own, officers for the coming year. These officers shall include the President, Vice President, Secretary, and Treasurer.

AUTHORITY

As stated in the Moss Creek Bylaws, Article VII, *Officers*, "The officers shall be a president, vice-president, secretary, treasurer, and the Board of Directors may appoint assistant treasurers and assistant secretaries who shall serve at the pleasure of the Board of Directors and who shall perform all duties assigned by the President or Board of Directors incident to those duties of the Treasurer and Secretary as provided in the Bylaws. The General Manager of the Association shall be an assistant secretary."

POLICY:

It is the duty of the Board to enhance Moss Creek for all members by holding democratic elections and appointing people, as much as possible, to the positions, Offices, and Chairs with dignity, forethought and determination of capabilities in mind.

The following program was approved for future year's elections and appointments on the Board:

1. MCOA members officially elect new members to the Board at a special meeting each October. Those newly elected members will replace the outgoing members on January 1st of the new year.
2. The new members of the Board and the six carry-over members of the Board have the responsibility for the structure of the Board for the ensuing year.
3. By policy, the newly elected Board members attend the Board meetings subsequent to their election to observe and learn. At the first such meeting, the President presents the officer election process and educates the Board members and announces that anyone desiring to run for an office on the Board should submit to the President, in writing, his/her desire, and anyone wishing to nominate someone for an office should also submit, in writing, that person's name by November 15th. Also, Board members (new and existing) interested in particular committees and recommendations for committee chairperson should be submitted, in writing to the President by November 15th.

4. It is suggested, the President should be a third year Board member and the Treasurer should be a second year Board member.
5. At the Board meeting next subsequent to November 15, the President presents the names of the people interested and/or nominated for various offices. At that time, the interested people will have the opportunity to speak and members will have the opportunity to speak on behalf of those seeking various positions if they so desire. The outgoing Board members, although not eligible to vote, can speak on behalf of members running for office. Further, interest in various committee positions will also be mentioned and discussed if desired.
6. The President will then conduct a "Pre-election" voting session. Although not official, this voting session will establish the officers for the new year. The members that vote will be the nine members serving on the Board as of the new year. The three outgoing Board members will not have a vote during the "Pre-election" secret ballot voting session. A person who loses one position can place their name or have their name placed for another position. The order for the "Pre-election" will be President, Vice-President, Treasurer, and Secretary.
MCOA Bylaws, Article VI, Section 3, Quorum provides that every act or decision done or made by at least 5 members of the Board shall be regarded as an act of the Board. This would include the election of officers. If two or more candidates are running for an officer position and no candidate receives a majority vote, the two candidates receiving the highest number of votes would proceed to a run-off election.
7. At the first meeting (January) of the Board, the outgoing President will call the meeting to order and ask for a motion to ratify and accept the results of the "Pre-election." Once elections are complete, the new Committee compositions are officially announced.

In the event that a Board officer needs to resign during their term due to sale of their property or for other reasons, the Board will need to elect a new officer to finish the officer term for that given year.

1. Upon receiving notification from the officer, the Board President will announce to the Board the pending officer vacancy and request that any current Board member interested in running for the position notify him/her.
2. Depending on the timeframe of the resignation, at either the next regularly scheduled Board meeting or a special called Board meeting, the Board will vote to elect a new officer for the vacated position. At that meeting, the President presents the names of the people interested in the vacated position. At that time, the interested Board members will have the opportunity to speak and other Board members will have the opportunity to speak on behalf of those seeking various positions if they so desire.
3. All current Board members will be eligible to vote in the election.
4. The elected officer will start their term upon the resignation date of the current officer, and serve in that position until the end of the year.

MOSS CREEK OWNERS ASSOCIATION, INC.

Policy Statement 06-07

Board of Directors Valid Ballot Definition

Effective: December 1, 2006

PURPOSE: The Board of Directors has responsibility for ensuring that voting for candidates for MCOA's Board of Directors is as fair and democratic as possible. Part of that responsibility is to define the proper form of ballots which will be considered "valid" and counted during the election.

AUTHORITY: Article IV, of the Moss Creek Owners Association Bylaws, "Board of Directors: Nomination and Election" states:

- Section 3. The Nominating Committee shall nominate at least as many candidates for the Board as vacancies on the Board to be filled and not more than twice as many as the number of positions to be filled.
- Section 5. Election to the Board of Directors shall be by printed ballot as hereinunder provided... Ballots which contain votes for more than the number of vacancies will be invalid.

POLICY: In all elections to fill vacancies on MCOA's Board of Directors, ballots which contain votes for fewer candidates than there are vacancies on the Board shall be considered invalid.

This Policy will remain in effect until otherwise rescinded, modified, or amended by the Board of Directors.

MOSS CREEK OWNERS ASSOCIATION, INC.

Policy Statement 07-01

MCOA Employee Code of Ethics

Effective Date: May 1, 2007, October 28, 2010, November 17, 2022

PURPOSE:

To have all employees sign a *Code of Ethics*.

AUTHORITY:

Pursuant to the MCOA Covenants, Article VI, **Functions of the Association**, Section 8, *Rules & Regulations*: "In carrying out the functions and exercising the powers and authority of these covenants, the Board of Directors shall establish rules and regulations which will implement and fulfill all of the purposes and intent of these covenants." This policy establishes the guidelines with which Administration can meet the fiduciary responsibilities of all employees.

POLICY:

The Human Resource Director, under the guidance of the General Manager, will be responsible for the administration of the policy for the MCOA Board of Directors. All employees hired by MCOA shall be required to sign a *Code of Ethics*.

A copy of the MCOA Employee *Code of Ethics* is attached

**Moss Creek Owners' Association, Inc.
MCOA Employee Code of Ethics**

I, _____, as a member of the staff of MCOA, will:

- Represent the interests of all Moss Creek Members, fairly and consistently, avoiding favoritism to any special interest group;
- Not use my position to my personal advantage or the advantage of my friends or relatives;
- Keep confidential information confidential; the term “confidential information” shall be as defined by the Board of Directors in the MCOA Rules and Regulations;
- Respect and support the majority decisions of the Board of Directors
- Approach all issues with an open mind, pursuing the best resolution for everyone involved;
- Focus my efforts on the mission and goals of MCOA;
- Do nothing to violate the trust and responsibility inherent with the authority of my position,
- Only exercise authority appropriate with my position and as prescribed by the Policies and Procedures of MCOA, and,
- Do my best to ensure that Moss Creek is well-maintained, financially secure, and operated in the best interest of the Membership.

Signature_____ Date_____

MOSS CREEK OWNERS ASSOCIATION, INC.

Policy Statement 07-02

Bonus and Special Payments to Employees and Employees of Contractors

Effective Date: May 1, 2007

PURPOSE:

The MCOA Board of Directors wishes to establish specific guidelines to award bonuses and special payments to MCOA Employees and employees of MCOA contractors.

AUTHORITY:

Pursuant to the Moss Creek Bylaws, Article V, ***Board of Directors: Powers and Duties***, Section a., "the MCOA Bylaws authorizes the Board of Directors to appoint and remove, at their pleasure, all officers, agents and employees of the Association; prescribe their duties; fix their compensation; and require of them such security or fidelity bond as indicated."

POLICY:

All bonus and special payments to MCOA employees and employees of MCOA contractors must be authorized through signed contracts between the MCOA and those employees or signed contracts between the MCOA and MCOA contractors. Exceptions to this policy can only be made by the authorization and written approval of the current President of the MCOA and the current Treasurer of the MCOA. Any bonus or other payments in excess of \$10,000 must be approved by the full MCOA Board of Directors.

MOSS CREEK OWNERS ASSOCIATION, INC.

Policy Statement 07-03

Expense Accounts

Effective Date: February 6, 2007, October 28, 2010

PURPOSE: To ensure that all personal business expenses paid by MCOA funds are authorized expenditures.

AUTHORITY: MCOA Covenants, Article VI, ***Functions of the Association***, Section 8, ***Rules & Regulations***: “In carrying out the functions and exercising the powers and authority of these covenants, the Board of Directors shall establish rules and regulations which will implement and fulfill all of the purposes and intent of these covenants.” Also, MCOA Bylaws, Article V, ***Board of Directors: Powers and Duties***, Section 2.a., “To supervise and require proper performance of all officers, agents, and employees of the Association.” and, Section 6., “Indemnification of Officers, Agents and Employees who are not Directors. Unless otherwise provided in the Articles of Incorporation, the Board of Directors may indemnify and advance expenses to any officer, employee or agent of the Association, who is not a Director of the Association, to any extent, consistent with public policy, as determined by the general or specific action of the Board of Directors.”

POLICY: In keeping with the proper manner of running and managing a business or an organization, the supervising manager must approve all expense accounts and business expenditures. For example: the Assistant to the General Manager must have expenses approved by the General Manager; Clubhouse Manager must be approved by the General Manager; Accounts Receivable Manager must be approved by the Controller; etc., and the General Manager’s expenses must be approved by the President and in his/her absence, the Treasurer.

Any expense not determined to be in the best interest of MCOA and its Membership will be disallowed. Thus, any questionable expense should be cleared in advance.

MOSS CREEK OWNERS ASSOCIATION, INC.

Policy Statement 07-04

Review and Updating of the Repair and Maintenance Asset Schedules and the Subsequent Calculation of the Reserve Funding Level

Effective Date: October 1, 2007

Revised: October 1, 2008, October 28, 2010

PURPOSE: To specify a periodic update of the asset listings and replacement values and the timing and cost of scheduled maintenance or replacement of those assets. This will support the periodic calculation of the Reserve Fund funding level.

AUTHORITY: Pursuant to the Moss Creek Covenants, Article V, the Moss Creek Owners Association Board of Directors is empowered, to levy Annual Assessments, Special Assessments, and User Fees to be used for the improvement, maintenance, enhancements, enlargement, and operation of the Common Properties, Restricted Common Properties, and the Membership Common Properties and to provide services which the Association is authorized to provide.

POLICY: 1. The Board of Directors in concert with the Finance Committee shall direct the General Manager to review and recommend, updates to the Moss Creek Asset Listings, their estimated replacement values, and approximate timing and costs for specific maintenance or replacement of those assets during the annual MCOA Budget preparation.

2. Every 3 years these listings will be submitted to an outside consultant to review the reasonableness and accuracy of these schedules and to calculate the necessary Reserve Fund funding level for Moss Creek.

3. These asset listings will also be used to support any insurance requirements and support for claims that may be necessary due to any loss.

MOSS CREEK OWNER'S ASSOCIATION, INC.

Policy Statement 10-01

Performance Evaluation and Compensation Administration

Effective Date: October 28, 2010

Revised September 23, 2021

Revised and Renamed: November 17, 2022

Purpose:

To establish fair, efficient, and consistent procedures supporting the effective administration of wages and salaries, with the objectives of providing equitable compensation to all employees, and responsible management of Association funds on behalf of Membership.

Authority:

MCOA Bylaws, Article V, Section 1, Paragraph (a). provides for the following powers and duties of the Board of Directors:

...To appoint and remove, at their pleasure, all officers, agents and employees of the Association; prescribe their duties; fix their compensation;...and any bonuses, modification, extensions and performance evaluations of the General Manager and his/her direct reports shall be ratified by the Board of Directors...

Policy

Implementation of the procedures established herein shall adhere to the following principles.

- A. Confidentiality of individual employee compensation shall be maintained at all times.
- B. Except where the entire Board of Directors expressly provides otherwise, wage and salary administration shall be executed in compliance with the current budget, as reviewed and recommended by the Finance Committee and approved by the Board of Directors.

Procedures:

Fair and effective wage and salary administration will be conducted as follows:

GOAL SETTING

- A. To promote continuity of strategic direction for the community and to facilitate prompt action by the Board, Committees, Management and Staff, the outgoing President shall draft proposed ensuing year Board goals based on the existing strategic plan, approved 5-year plan, and carry over goals from the current year. This draft shall be completed and sent to all Board members, both current and incoming, and the GM by December 1. A special Working Session of the Board including current and incoming Board members and the GM shall be held by December 15 to finalize a draft of the proposed ensuing year Board goals.
- B. The GM shall use this draft of proposed ensuing year goals to develop his/her proposed goals and the goals of his/her Direct Reports and promptly provide these proposed goals to the Board.
- C. The incoming Board shall hold a Working Session with the GM by January 15 of the new year to finalize both Board and GM goals.
- D. Final goals for the Board and the GM shall be discussed and approved by the Board at the January meeting.
- E. Goals of the GM's Direct Reports shall be discussed and ratified at the January Board meeting.
- F. The Board shall receive a mid-year status report of the GM goals and shall approve any modifications as needed

PERFORMANCE REVIEW

- A. By December 1, the GM shall provide the Board with a self-assessment of his/her performance for the year.
- B. The President will convene an Executive Session with the current year Board and the GM upon Director request to get input on the self-assessment. The President shall then draft the preliminary GM performance evaluation document which will be reviewed in Executive Session and approved by the Board by the end of December.
- C. The President will deliver the year end approved performance evaluation in person to the GM.
- D. By mid-January, the GM shall hold annual performance reviews with each of his/her Direct Reports. The GM shall prepare an evaluation of the Direct Reports including recommended salary and bonus adjustments. The Direct Report evaluation shall be presented to the Board for review and ratification in Executive Session.

The General Manager, in conjunction with each Department Head will annually evaluate the performance and compensation of employees in each Department and administer compensation adjustments as appropriate.

Annual Member Satisfaction Survey results shall be considered whenever establishing goals, evaluating performance, or assessing compensation adjustments in the manner set forth in this Policy Statement.

Attachment A outlines the timeline for goal setting and performance reviews.

ATTACHMENT A

Goal Setting

- By 12/1 – President's draft of proposed ensuing year goals sent to General Manager (GM) and all current and incoming Board members.
- By 12/15 - Working session of current and incoming Board members and the GM to finalize proposed ensuing year Board goals.
- By 1/15 - Board working session to finalize Board and GM goals.
- Prior to the January Board meeting the GM will prepare proposed Direct Report annual goals and provides them to the incoming Board.
- January Board Meeting - Board approval of Board and GM goals; Board ratification of Direct Report goals.

Performance Review

- Mid-year - Board receipt and approval of GM midyear status report.
- By 12/ 1 - GM submits self-assessment to Board based on job description and goals for the year
- By 12/ 15 – Current Board members will convene in Executive Session to review GM self-assessment; President will then draft a preliminary GM performance evaluation and submits to full Board.
- By 12/31 - Board reviews and approves GM performance evaluation in a second Executive Session.
- President delivers approved performance evaluation to GM
- By January 15 - GM conducts Direct Report performance reviews and submits evaluations to the Board.
- At January the January Board meeting - Board reviews and ratifies Direct Report evaluations in Executive Session.

MOSS CREEK OWNER'S ASSOCIATION, INC.

Policy Statement 10-02

Records Policy

Effective Date: October 28, 2010, November 19, 2020, September 22, 2022

Purpose:

To establish a policy governing the maintenance and release of MCOA records and, and providing for Member access to such records, in a manner that complies with SC Code Section 33-31-1601 et seq.

The system must fully comply with appropriate governmental requirements and also be manageable, cost effective, and protect the individual privacy of the Moss Creek Members and all employees.

Authority:

Bylaw Article V, Section 2. Paragraph c. establishes the following duties of the Board of Directors.

To cause to be kept a complete record of all of its acts and corporate affairs and to make such records available for inspection by Owners, except for the records of executive sessions of the Board.

Additionally, SC Code 33-31-1601 et seq. defines the corporate records that must be maintained by a South Carolina nonprofit corporation; identifies the kinds of records a Member is entitled to inspect and copy, and the conditions under which a Member may be entitled to inspect such corporate records; and sets forth the scope of a Member's inspection rights.

Policy

A. MCOA Members

The Board will comply with the Bylaws and the South Carolina Nonprofit Corporation Act at all times with regard to maintenance of Association records and Members' rights to inspect Association records.

Accordingly, after receiving a written request for any of the following records from a Member at least five business days before the date of inspection, the Association shall provide the following as requested.

1. The Association's Articles of Incorporation;
2. The Association's current Bylaws;
3. All Resolutions adopted by the Association's Board relating to the characteristics, qualifications, rights, limitations, and obligations of Members.
4. The Minutes of all meetings of the Members and Board for requested dates during the past three years;

5. Written communications from the Association to the membership for requested dates during the past three years, including any financial statements given to the membership;
6. A list of the names and addresses of current directors and officers; or,
7. Any recent reports required to be filed by the Association with the Secretary of State.
8. The usual costs of preparing and/or copying the requested information shall be paid by the Member requesting the information.

Additionally, a Member shall be entitled to review records of any meetings of the Association's Board of Directors, records of any actions taken by the Members or Directors without a meeting, or Association accounting records upon the receipt of a written request from a Member stating the following with specificity:

1. A reasonable date and time to inspect the said records, which date must be no earlier than five business days from the date of the Member's written notice;
2. A statement that the Member's demand is made in good faith and has a proper purpose.
3. A description, with reasonable particularity, of the purpose for the request and the records the Member desires to inspect; and,
4. A statement as to how the desired records are directly connected to the Member's stated purpose.

Each such request shall be reviewed by the Board or Board's representative to determine if the request has been made is for a proper purpose and in good faith following Section 33-31-1602(c) of the Act. In the event the Board, or its representative, determines that the request does not comply with the Act, the Association shall reject the request in writing to the Member specifying the reasons for its rejection.

B. MCOA Directors

With the exception of confidential personnel information unrelated to Director's duties and responsibilities under the Bylaws and Covenants upon receipt of a director's request for any reports, books, records, papers, accounts or other information, the General Manager promptly shall collect and deliver the requested information to such Director. It is provided, however, that where the General Manager determines there is/are good and substantial reason(s) to refuse production of some or all the requested information, the General Manager shall set forth the reason(s) for this determination, in writing, and promptly submit them to the Board. Upon the Board's review, it shall affirm, modify or withdraw the original Director request and so notify the General Manager. In the event any of the requested information is determined by the Board to be of a confidential nature (as defined in the MCOA Rules and Regulations section: Definitions), the General Manager shall conspicuously identify all such documents as "Confidential" prior to delivery to the Director.

For the purpose of this provision, the term "promptly" shall mean within 10 business days of receipt of the Director request.

MOSS CREEK OWNERS ASSOCIATION, INC.

Policy Statement 12-01

Spec Building Program

Effective Date: June 28, 2012

PURPOSE: This policy is designed to provide financial incentive to builders or other individuals to purchase a lot in Moss Creek in order to build a speculative home. The intention is that this will benefit the community by having new homes to offer buyers. The Moss Creek General Manager will be responsible for managing this plan.

AUTHORITY: Article VI, Section 8, of the Moss Creek Covenants authorizes the Board of Directors to establish a set of Rules and Regulations that include various guidelines and procedures. This policy establishes the guidelines for individuals to purchase a lot with the intention of building a spec home.

POLICY: When a property is purchased under this program, a new Moss Creek Membership Certificate will be purchased at the price then in effect. The certificate will not be issued to the new owner ("builder"). The spec home is required to be constructed within 12 months of entrance to the program, and required to be sold within 24 months of entering the program. The Membership Certificate will then be passed on to the ultimate owner without the cost of an additional certificate.

While the "builder" owns the property, he will be responsible for all assessments, fees, and utilities. Should the "builder" not list the property for sale within a twelve-month period or not sell the property within a 24 month period; Moss Creek will issue the Membership Certificate to him. Then, if the property sells at a later date, a new Membership Certificate will need to be purchased.

There is to be no occupancy of the home during the 24 month period while there is no certificate issued.

Certificates (except Transferable)

At the time of closing, a new certificate will be purchased but not issued to the "builder". A new certificate will be issued to the final purchaser at no charge.

Transferable Certificates

If the owner of the property being sold to the “builder” holds a Transferable Certificate, the property may be transferred without an additional fee. For this to qualify for the Spec Home Program; however, one-half of the Membership Certificate Fee then in affect, must be paid to Moss Creek at closing. A new certificate will then be issued to the ultimate purchaser without further charge, subject to the above rules.

The Moss Creek General Manager and the “builder” will sign a Letter Contract agreeing to the terms. This Policy Statement will be attached to the Letter Contract.

During the building process, the owner will be extended the privilege of a Moss Creek Charge Account for use at the Clubhouse or for other amenities. Golf and tennis will be available using Renter rates.

Cross Reference

In referencing additional policy statements for non-applicability of certificate purchases, refer to Policy Statement 03-04.

Date Issued

“Builder” – individual purchasing house for spec home program

RE: Lot _____

Dear Mr./Ms.

This will constitute our contract pursuant to the Spec Building Program which is attached to this letter and hereby made a part here of (referred to herein as the “Policy”).

Each of us hereby agrees to comply with each of the provisions of the Policy.

In the event that the home has not been completed and placed on the market for sale within one (1) year after the date on which you entered the program (date property closed), then, notwithstanding any provision of the Policy to the contrary, any subsequent sale of the house by you will require the payment in full of the then current Moss Creek Membership Fee. Also, if the property has not been sold within 24 months after the date you entered the program (date property closed), the Moss Creek Membership Certificate will be issued to you.

MOSS CREEK OWNERS ASSOCIATION, INC.

By: _____
John Miller, General Manager

Acknowledged and Agreed:

Date

MOSS CREEK OWNERS ASSOCIATION, INC.

Policy Statement 18-01

Designated Member

Effective Date: May 24, 2018

PURPOSE:

To establish a policy to allow a Certificate Holder whose Spouse is incapacitated permanently residing other than with the Certificate Holder to designate a "Significant Other" instead of his/her incapacitated Spouse as a Member to have the same rights of access to the Common Properties, Restricted Common Properties and Membership Common Properties as do Members.

AUTHORITY:

Article VI Section 8 of the Moss Creek Covenants authorizes the Board to establish rules and regulations governing access to and use of all property in Moss Creek including all recreation and service facilities. Further, pursuant to Article XVIII Section 6, the Board shall have the right to determine any questions arising with the Declaration and to construe and interpret its provisions.

POLICY:

In the event the Spouse of a Certificate Holder is incapacitated and permanently residing other than with the Certificate Holder, the Certificate Holder shall be deemed to be not married for purposes of Article III of the Moss Creek Covenants such that said Certificate Holder may designate as a Member, one (1) adult individual of legal age who resides with the Certificate Holder to have the same rights of access to the Common Properties, Restricted Common Properties, and Membership Common Properties as do Members.

Documentation confirming the aforementioned incapacity and residency must be submitted at the time the designation is made.

The Certificate Holder is financially responsible for the designee.

Any designation made pursuant to this policy may be terminated at any time by the Certificate Holder or the Board and shall automatically terminate upon the Certificate Holder's death.

This Policy may be rescinded, modified, or amended by the Board of Directors at any time in its sole discretion.

MOSS CREEK OWNERS ASSOCIATION, INC.

Policy Statement 19-01

Special Member Meeting Called by Petition

Effective Date: December 3, 2019

PURPOSE

Article III, Section 7 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Moss Creek (Covenants) establishes a right for Members of the Association to call Special Meetings of the Membership. The purpose of this policy statement is to establish the policy and procedures for calling Special Member Meetings by petition pursuant to the right established in the Covenants and in accordance with the South Carolina Nonprofit Corporation Act Title 33, Chapter 31, Section 33-31-702(b).

AUTHORITY

Article VI, Section 8 of the Covenants authorizes the Board of Directors (Board) to establish Rules & Regulations to implement and to fulfill the purpose and intent of the Covenants.

POLICY

The guidelines and procedures listed below shall be followed whenever Voting Members seek to employ the Right of Members to Call Special Meetings as provided in Article III, Section 7 of the Covenants:

- A. A Member desiring call a Special Member Meeting to address an issue or a change to the Governing Documents must notify a corporate officer of MCOA, in writing, of the request. This request must specify with reasonable certainty the purpose for which the meeting will be held. Notice of the Special Meeting will be sent to all eligible voting members within the timeline required, based on the date the request is received.
 1. A member request for a Special Meeting must be accompanied by written, dated and signed support from Members representing no less than the requisite number of eligible votes as required by MCOA governing documents and/or state law.
 2. If the request does not meet the minimum requirements, the Secretary shall notify the petitioner of the situation and detail what is required in order to proceed with the request.

- B. The MCOA Secretary shall, on behalf of the Association, acknowledge receipt of the request and notify all Board members and the General Manager. In addition, the Secretary shall request a review of the supporting documentation by the MCOA Audit Committee to validate receipt of the required minimum number of valid signatures.

1. The Audit Committee (once notified of the request) shall meet to verify that each individual supporting the call for a Special Meeting is indeed an eligible voter in Moss Creek. If the Audit Committee confirms valid compliance, the Secretary shall notify all Board members that a valid request for Special Meeting has been received and validated.
- C. The President (or acting President) of the MCOA shall convene a meeting of the Board of Directors and Administration to establish a date for the Special Meeting.
- D. Upon approval of a majority of the Directors, a Special Meeting date shall be established. A formal Notice of Special Meeting shall be drafted and sent to all members which details the request for the Special Meeting along with any supporting material necessary to explain to eligible voters the reason and expectation of the Special Meeting.
- E. The Notice of Special Meeting shall be prepared by Administration and will include Notification of time, place and reason for the Special Meeting.
1. A Directed Proxy++ may be utilized if the issue involves voter decision (Referendum) along with appropriate information regarding electronic and paper ballot submission (if applicable). In addition, a one-page position paper outlining “for” and “against”: perspectives should be included.
 2. For Special Meetings requiring a Referendum, votes will be collected by electronic and/or paper ballot included with the Meeting Notice. Voting will also be available in person at a specified time on the day of the meeting.
- F. The MCOA Secretary is responsible for preparing an Agenda for the Special Meeting to ensure petitioner needs are met. The Agenda shall follow normal Board procedures for the meeting.

++ - *Directed Proxy* - an option given to an owner voting via proxy to authorize a proxy to cast the Member's vote (Yes or No) on any proposed amendment to the Governing Documents as directed by the owner.

MOSS CREEK OWNERS ASSOCIATION, INC.

Policy Statement 21-01

Annual Capital Project Review Process

Effective Date: September 22, 2022

PURPOSE: To detail the process by which new capital projects are submitted, prioritized, costed, approved, and implemented in support of the Strategic Plan

Authority: Pursuant to the applicable provisions of Moss Creek Covenant Article VI, Sections 1, 2, and 48, the Board of Directors is empowered to take any and all such actions necessary, subject to the limitations set forth therein, to construct, purchase, own, operate and maintain improvements to Common Properties or Restricted Common Properties.

POLICY:

1. New capital project proposals (“proposal”) may be submitted by members or Administration to the Board for assignment to the appropriate Committee. The first six elements of the Business Case Form (attached hereto as Form A) must be completed by the proposal’s originator.
2. The assigned Committee shall review the proposal for suitability and relevancy with consideration of the following:
 - a. Membership survey input
 - b. Staff survey input
 - c. Trends in the market
 - d. Moss Creek Strategic Plan and Brand Statement
3. Following its review and evaluation, the Committee shall determine and recommend to the Board that the proposal be accepted, modified, or rejected. Concurrently, the Committee must provide the proposal originator with a copy of its recommendation to the Board.
4. If the Board approves the proposal for further action, the Committee will complete the impact section of the Business Case Form (sections 6-10) and Administration will develop a preliminary cost estimate (section 11) for the Business Case Form.
5. The Controller will collect, review, and summarize all the approved Business Case Forms in a tracking sheet which shall be maintained year to year.
6. If the approved proposal is estimated by Administration to cost \$50,000 or less, the Committee will present the proposal to the Board for final approval.
7. If the approved proposal is estimated by Administration to cost greater than \$50,000, Administration will proceed to develop a formal cost estimate of the proposal. If any additional development costs are required to develop a formal cost estimate (i.e., engineering drawings, permit applications, etc.), the Board must approve such expenditures for the additional development costs. (Section 12).
8. Once a final cost estimate is submitted by Administration, the Committee shall forward the proposal to the Finance Committee for review of available funding and timing of implementation within the 5 Year Plan. (Section 13).
9. Upon completion, the Finance Committee will advise the Board of the results of its review. The Board of Directors must approve any project additions to the 5 Year Plan.

Business Case Form

The following Business Case Guidelines will apply to all recommendations made to Management, Board of Directors, and other Moss Creek Committees.

Questions to be answered by Committee or Member(s)

Answers to the following questions will be required prior to Committee Approval and Recommendations to the Board for further action.

Date of Submission			
1	Project originator		
2	Project Description		
3	List Key Components		
4	What data or identified trend(s) justify and support this recommendation?		
5	What is the proposed timeframe for implementation?		
Committee to Complete Sections 6-10			
6	Impact on Community Value (1-10)		
7	Impact on Member Experience (1-10)		
8	Impact on Employee Engagement (1-10)		
9	Impact on Future Focus (1-10)		
10	Other:		
Management to Complete Sections 11-13			
11	Rough Estimate		
12	Funds Needed to develop final cost estimate		
13	Developmental, Implementation, maintenance and new capital costs	Costs Cost to develop: Cost to implement: Reserve Funds Available: New Capital Required:	
		Ongoing Cost Expectation:	
Additional Committee Comments		Additional Management/Admin Comments	