



Big Canoe® POA

BIG CANOE PROPERTY OWNERS ASSOCIATION

Policies and Procedures

May 7, 2024

Contents

| | |
|---|----|
| Preface | 5 |
| Policies 001-049 Nature and Environment | 6 |
| 001 Preserve and Protect the Natural Beauty of Big Canoe | 6 |
| Procedure 001.1 Deer Management Program | 7 |
| Procedure 001.2 Wildlife Care and Feeding | 8 |
| Procedure 001.3 Non-Motorized Vehicle Restrictions | 9 |
| Policies 050-099 General Big Canoe Policies | 10 |
| 050 Policy and Procedure | 10 |
| Procedure 050.1 Distributing & Recording Policy & Procedure | 11 |
| 051 Property Owner Satisfaction | 12 |
| Procedure 051.1 Property Owner Satisfaction | 13 |
| 052 Ethics Guidelines | 14 |
| Procedure 052.1 Board Member Ethics | 15 |
| Procedure 052.2 Employee Non-Fraternization Guidelines | 16 |
| Procedure 052.3 Employee Acceptance of Gifts | 17 |
| 053 Communications | 18 |
| Procedure 053.1 Communications with Property Owners | 19 |
| Procedure 053.2 Communications With Developer | 20 |
| Procedure 053.3 Communication with POA Management & Staff | 21 |
| 054 Enhance Value of the Community | 22 |
| Procedure 054.1 Marketing Big Canoe Amenities and the Community | 23 |
| 055 Electronic Document and Signature | 24 |
| Procedure 055.1 Use of Email Addresses | 25 |
| Policies 100-149 Board | 26 |
| 100 Governance Model | 26 |
| Procedure 100.1 Embed Governance Model in POA Operations | 27 |
| 101 Hiring of General Manager | 28 |
| Procedure 101.1 Search Process for New General Manager | 29 |
| 102 Performance Evaluation Policy | 30 |
| Procedure 102.1 Board Self-Evaluation | 31 |
| Procedure 102.2 General Manager Evaluation | 32 |
| 103 POA Voting and Results Announcement | 33 |
| Procedure 103.1 Valid Ballot Support | 34 |
| Procedure 103.2 Election Results Reporting | 35 |
| 104 Board Meetings | 36 |
| Procedure 104.1 POA Board Meetings | 37 |
| 105 Financial Management | 38 |
| Procedure 105.1 Annual Budget Procedure | 39 |
| Procedure 105.2 Special, Reserve and Board Capital Assessments | 40 |
| 106 Board Oversight | 42 |
| Procedure 106.1 Monitoring Performance | 43 |
| Procedure 106.2 Check Signing | 44 |

| | | |
|------------|---|----|
| 107 | POA Lots | 45 |
| | Procedure 107.1 Transfer Title of Property to the POA | 46 |
| | Procedure 107.2 Disposal of POA Property | 47 |
| | Procedure 107.3 Combining an Unbuildable Lot with an Improved Lot or Combining an Unbuildable Lot with a Buildable but Unimproved Lot | 48 |
| | Procedure 107.4 Combination of an Improved Lot or Buildable but Unimproved Lot with a Buildable but Unimproved Lot | 49 |
| | Procedure 107.5 Splitting a Two Acres or Larger Lot | 50 |
| 108 | Rental of POA Property | 51 |
| | Procedure 108.1 Rental of POA Property | 52 |
| | Procedure 108.2 Marina Slip and Storage Rack Rental | 53 |
| | Procedure 108.3 Storage Lot Rental | 54 |
| | Procedure 108.4 POA Rental of Property | 55 |
| 109 | In-Memoriam Naming | 56 |
| 110 | Relationship with Property Associations within Big Canoe | 57 |
| | Procedure 110.1 Relationship with BC Property Owner Associations | 58 |
| 111 | External Relations | 59 |
| | Procedure 111.1 Monitor External Relations | 60 |
| 112 | Stewardship of POA Owned Property | 61 |
| | Procedure 112.1 Long Range Master Plan for POA-Owned Land and Facilities | 62 |
| | Policies 150-199 Management | 63 |
| 150 | The POA will be an Employer of Choice | 63 |
| | Procedure 150.1 Employee Use Of Amenities | 64 |
| | Procedure 150.2 Employee Discounts | 65 |
| | Procedure 150.3 Employee Awards | 66 |
| | Procedure 150.4 Employee Loans | 67 |
| | Procedure 150.5 Educational Expense Reimbursements for Employees | 68 |
| 151 | Amenities | 70 |
| | Procedure 151.1 Clubhouse | 71 |
| | Procedure 151.2 Food and Beverage Service Outside of Big Canoe | 72 |
| 152 | Expenditure Policy including Goods/Products, Services, Maintenance/Repairs, and Capital | 73 |
| | Procedure 152.1 Operating Expenditures | 75 |
| | Procedure 152.2 Capital Expenditures | 76 |
| | Procedure 152.3 Bid Process | 79 |
| 153 | Intentionally Left Blank | 82 |
| 154 | Maintenance of Common Properties | 83 |
| | Procedure 154.1 New Neighborhoods | 84 |
| | Procedure 154.2 Facilities Maintenance Program | 85 |
| 155 | Emergency Services | 86 |
| | Procedure 155.1 Emergency Services | 87 |
| 156 | POA Records Policy | 88 |
| | Procedure 156.1 POA Records Storage | 89 |
| | Procedure 156.2 POA Member Access to Records | 90 |

| | | |
|------------|--|-----|
| 157 | Charitable Contributions | 92 |
| | Procedure 157.1 Donation of Amenity Usage | 93 |
| | Procedure 157.2 Charitable Fundraising Events | 94 |
| 158 | No Smoking in POA | 95 |
| | Policies 200-249 Amenities | 96 |
| 200 | Amenity Membership | 96 |
| | Procedure 200.1 Amenity Membership Provisions | 97 |
| | Procedure 200.2 Complimentary Memberships | 98 |
| 201 | Multiple Owners of Individual Properties | 99 |
| | Procedure 201.1 Eligible Individuals / Additional Owners Fees | 100 |
| 202 | Rights and Access to Big Canoe Common Properties and Facilities | 102 |
| | Procedure 202.1 Entry and Use of Facilities | 104 |
| | Policies 250-299 AECD/AECC | 105 |
| 250 | Architectural Control | 105 |
| | Procedure 250.1 AECD Relationship with Company | 106 |
| | Procedure 250.2 AECD Rules and Enforcement | 107 |
| | Procedure 250.3 Road Impact Fee | 108 |
| 251 | AECC review of POA projects | 109 |
| | Procedure 251.1 AECC/AECD Review of POA Projects | 110 |
| | Policies 300-349 Committees | 111 |
| 300 | Committees | 111 |
| | Procedure 300.1 Board Members Do Not Serve on Committees | 112 |
| | Procedure 300.2 Selection of Committee Members | 113 |
| | Procedure 300.3 Committee Responsibilities | 114 |
| | Procedure 300.4 General Guidelines for All Board & Management Committees | 115 |
| | Appendices | |
| | Appendix 1 Operating Expenditure Flow | 117 |
| | Appendix 2 Capital Approval Flow | 118 |
| | Appendix 3 Bid Process Flow | 119 |
| | Appendix 4 POA Standards of Conduct | 120 |

Preface

This document contains all Board Policies approved by the Property Owners Association (POA). These policies are subservient to the most current version of the primary governing documents of the Big Canoe POA as defined on the POA website at: <https://www.bigcanoepoa.org/property-owners/poa-community-governance/>

These documents include:

Big Canoe POA Articles of Incorporation

Big Canoe Covenants and Restrictions.

Big Canoe Bylaws

Nothing in the Governance Model (See Reference 3) or in any Big Canoe policies or procedures can override any provision in the above governing documents.

These policies and procedures are intended to provide direction for the business operations of the POA. When needed, the POA Board may make changes, revisions or exceptions to any policy with a simple majority board vote.

References:

The POA, through policies and actions, actively promotes retention of the character and culture of Big Canoe, as defined in "The Character of Big Canoe". This document can be accessed on the POA website at: <https://drive.google.com/file/d/13lll3nrjDgJbN8FblFImKmp6eHyhfcna/view>

Big Canoe POA Rules and Regulations. This document can be accessed on the POA website at: <https://www.bigcanoepoa.org/property-owners/poa-community-governance/governing-documents/rules-regulations/>

Big Canoe POA Governance Model. This document can be accessed on the POA website at: <https://drive.google.com/file/d/1AZlmOjoxuiYRdtc7l8ovnzBP3oLhVa0N/view>

Policies 001-049 Nature and Environment

BIG CANOE POLICY

001 Preserve and Protect the Natural Beauty of Big Canoe

I. POLICY

Preserve and protect the natural beauty of Big Canoe.

Preserve and protect the scenery, the natural and historic objects, and the wildlife in Big Canoe in a manner that leaves them unimpaired for the enjoyment of future generations.

III. RESPONSIBILITIES

POA Board and General Manager

IV. SCOPE

This policy governs all who enter Big Canoe.

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

Reference: "The Character of Big Canoe". See Preface.

BIG CANOE PROCEDURE

Procedure 001.1 Deer Management Program

I. PROCEDURE

The deer herd will be managed to control population and preserve and protect the environment of Big Canoe.

The extent of any regeneration and quantitative objectives will be determined by using resources from the U.S. Department of Agriculture, Wildlife Services and/or expert resources designated by that agency. Reference: "Georgia's Urban Deer Management Plan." Georgia Department of Natural Resources (May 20, 2009).

The management system includes, but is not limited to, harvest methods, charitable donation of harvest proceeds and deer counts for population trend information.

II. RESPONSIBILITIES

General Manager

III. SCOPE

IV. DEFINITIONS

V. RELATED POLICIES AND DOCUMENTS

Big Canoe Deer Management Position Statement
POA Deer Study Committee Final Report

BIG CANOE PROCEDURE

Procedure 001.2 Wildlife Care and Feeding

I. PROCEDURE

Intentional feeding of any wildlife other than birds is prohibited. Bird feeders must be removed if there is evidence of disturbance or damage by animals such as bears or raccoons. Details are included in the Association's Rules and Regulations which are approved from time to time by the POA Board.

II. RESPONSIBILITIES

General Manager

III SCOPE

This policy covers all Big Canoe property and all who enter Big Canoe.

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE PROCEDURE

Procedure 001.3 Non-Motorized Vehicle Restrictions

I. PROCEDURE

Non-motorized vehicles are prohibited from using some roads in Big Canoe.

The Board specifically delegates to the General Manager, or designated representative, the authority to change the list of prohibited roadways at his/her discretion.

II. RESPONSIBILITIES

General Manager

III. SCOPE

This procedure covers all who enter Big Canoe.

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

Rules and Regulations

Policies 050-099 General Big Canoe Policies

BIG CANOE POLICY

050 Policy and Procedure

I. POLICY

The Board will create and periodically review Policies to ensure consistent administration of the POA's governing documents.

Procedures may be developed and documented to ensure accuracy and consistent results. Board Procedures are controlled by the POA board. Procedures are also developed and maintained by the General Manager. These are defined in the Responsibilities section of each Policy or Procedure.

Board Policies, Rules and Regulations can be amended from time-to-time, as deemed appropriate by the POA board and management. Proposed revisions to Policies, Rules and Regulations must have a public reading at two formal meetings of the POA board to provide an opportunity for resident feedback and discussion before they can be voted upon at a subsequent meeting. Proposed revisions to Rules and Regulations that are time sensitive or involve matters of safety, and do not pertain to monetary fees or fines do not require two formal meetings of the POA Board prior to a vote.

II. RESPONSIBILITIES

POA Board and General Manager

III. SCOPE

IV. DEFINITIONS

Policy: Defines the "what" or "why" of a major association position and may change over time by approval of the Board.

Procedure: Detailed action(s) necessary to fulfill a Policy and usually defines the "when", "who" and "how." Board defined and approved policies are likely to be firm over time in contrast to staff-defined procedures which will change as operations may require.

Note: The General Manager defines and maintains "Management Directives", which define general management guidelines. In addition, the POA develops and maintains Rules and Regulations that derive their authority from Articles of Incorporation, Covenants, Bylaws and Board Policy. These documents can be found on the POA website by going to Property Owner > POA and Community Governance > Governing Documents

V. RELATED POLICIES AND DOCUMENTS

BIG CANOE PROCEDURE

Procedure 050.1 Distributing & Recording Policy & Procedure

I. PROCEDURE

The POA Board Secretary will coordinate the development and periodic refinement of Board Policies. The General Manager will maintain a record of all Policies and Procedures.

All Board Policies will be published on the POA website for access by property owners.

II. RESPONSIBILITIES

POA Board Secretary and General Manager

III. SCOPE

IV. DEFINITIONS

V. RELATED POLICIES AND DOCUMENTS

BIG CANOE POLICY

051 Property Owner Satisfaction

I. POLICY

The POA is dedicated to property owner satisfaction with the Amenities, services, facilities and common area maintenance at Big Canoe.

A formal survey will be performed at least bi-annually using industry standards, and reported in a timely manner to the community.

II. RESPONSIBILITIES

POA Board and General Manager

III. SCOPE

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

053 Communications

BIG CANOE PROCEDURE

Procedure 051.1 Property Owner Satisfaction

I. PROCEDURE

Property Owner satisfaction will be measured through formal feedback mechanisms. These mechanisms will include a Property Owner satisfaction survey, supplemented by other options such as comment cards, complaints, suggestions, calls to customers or electronic inquiries and responses. Trends will be tracked and reported by the General Manager to the Board.

Survey formats should provide continuity for year-to-year comparisons as well as absolute assessments of performance and importance.

II. RESPONSIBILITIES

General Manager

III. SCOPE

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE POLICY

052 Ethics Guidelines

I. POLICY

All POA employees, board members, committee members and volunteers will conduct POA business in an ethical manner.

II. RESPONSIBILITIES

POA board and General Manager

III. SCOPE

This policy governs all Big Canoe employees, board directors, committee members and volunteers.

IV. DEFINITIONS

Ethical manner:

- 1) Act as good stewards of the environment, resources and information entrusted to our care.
- 2) Treat Board members, employees, owners and the public with dignity and respect.
- 3) Comply with all applicable laws, rules, regulations and professional standards.
- 4) Make all decisions based on fairness and honestly to the entire community.
- 5) Be accountable for their actions.
- 6) Become leaders for Big Canoe
- 7) Disclose and avoid improper conflicts of interest.
- 8) Refrain from accepting gifts of value in those instances prohibited by law or POA policy.

IV. RELATED POLICIES OR DOCUMENTS

BIG CANOE PROCEDURE

Procedure 052.1 Board Member Ethics

I. PROCEDURE

All board members are required to sign the "POA Standards of Conduct" at the time that they are elected to the board.

II. RESPONSIBILITIES

POA Board

III. SCOPE

This procedure covers all Big Canoe POA board members.

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

POA Standards of Conduct: Approved by the POA board on November 17, 2022. This document requires signing of the "POA Standards of Conduct" yearly. This requirement is modified by this Procedure to require that each newly elected POA director sign the document prior to attending their first board meeting following election to the POA board.

BIG CANOE PROCEDURE

Procedure 052.2 Employee Non-Fraternization Guidelines

I. PROCEDURE

A family member, roommate, close personal friend (in certain circumstances) or an individual who is currently involved in a non-platonic relationship with a Big Canoe employee may not be hired in the same department or continue to work in that department if it would create a supervisory/subordinate relationship with any individual described above, have the potential for creating an adverse impact on work performance of the employee or others, or reasonably create an actual conflict of interest, an appearance of conflict of interest, or the perception of unfairness to other employees. Exceptions require General Manager approval.

II. RESPONSIBILITIES

General Manager

III. SCOPE

This procedure covers all Big Canoe POA employees.

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE PROCEDURE

Procedure 052.3 Employee Acceptance of Gifts

I. PROCEDURE

Employees will not accept cash gifts or gratuities from any person or firm currently doing business with the POA, seeking to do business with the POA, or who has done business with the POA in the past five years. The General Manager will have the authority over non-cash gifts.

II. RESPONSIBILITIES

General Manager

III. SCOPE

This procedure covers all Big Canoe POA employees.

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE POLICY

053 Communications

I. POLICY

The POA will communicate timely dissemination of information and data to the property owners through appropriate methods.

II. RESPONSIBILITIES

POA Board and General Manager

III. SCOPE

.

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

VI. REFERENCE:

Procedure 104.2 Access to POA Records

BIG CANOE PROCEDURE

Procedure 053.1 Communications with Property Owners

I. PROCEDURE

The General Manager will be responsible for keeping the Property Owners informed of operations, emergencies and amenities status at Big Canoe.

New Property Owners: Within 90 days of purchase, the POA will provide a letter to all new property owners that gives the property owner a web link for the following documents on the POA web site:

- Big Canoe POA Declaration,
- Covenants & Restrictions,
- Rules and Regulations, and
- AECC guidelines.

The letter can be provided either via U.S. mail (Certified Return Receipt) or e-mail. The POA will maintain documentation of the transmittal by filing the proof of receipt in the property owners lot file maintained by the Accounting staff.

- For transmittals done via US Mail, the documentation will include the receipt from the initial mailing and the return receipt from the post office once the information has been delivered.
- For transmittals via email a copy of the acknowledgment of receipt.
- The POA will hold a New Homeowner Orientation meeting quarterly

Public Notices: The General Manager will be responsible for maintaining a list of all areas where notices, advertisements and other communications may be posted or otherwise displayed and which organizations or individuals may use them. Criteria for publicizing group or organization activities will be maintained.

Other Big Canoe Organizations: The POA Board expects the Staff to handle business communication with Big Canoe clubs and organizations. The Staff will involve the Board where policy and direction changes may be recommended. Board members who receive requests directly from organizations should refer them to the General Manager. Any interaction between a Board member(s) and organization members that contains a suggestion or specific threat of lawsuit against the POA must be reported immediately to the General Manager or CFO to assure proper legal and insurance follow up.

II. RESPONSIBILITIES

General Manager and POA staff. The General Manager shall designate a person to be responsible for this procedure.

III. SCOPE

This procedure covers communications with all property owners

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE PROCEDURE

Procedure 053.2 Communications With Developer

I. PROCEDURE

The primary conduit for communications between the Board and the Developer is the developer representative on the Board of Directors. Operational communications are done directly between the POA Staff and the Developer Staff.

II. RESPONSIBILITIES

POA Board and General Manager

III. SCOPE

This policy covers communications between the POA Board, Staff and the Developer.

IV. DEFINITIONS

Developer: Big Canoe Company

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE PROCEDURE

Procedure 053.3 Communication with POA Management & Staff

I. PROCEDURE

All business communications between the Board of Directors and the Senior Management and Staff of the POA will be done through the General Manager. The General Manager may approve direct Board Member interaction with the Management Staff for a specific scope of work.

II. RESPONSIBILITIES

POA Board and General Manager

III. SCOPE

This policy covers communications between POA Board and POA Management and Staff

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE POLICY

054 Enhance Value of the Community

I. POLICY

Be involved in a marketing plan that has a complete and accurate picture of the Big Canoe Community that features the legacy lifestyle, properties and amenities.

II. RESPONSIBILITIES

POA Board and General Manager.

III. SCOPE

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

1. Big Canoe By-Laws, Article III, para. 3.1.
2. Big Canoe Covenants and Restrictions, Article IV, Sections 5 and 7; Article X, Section 5(k).
3. The Character of Big Canoe

BIG CANOE PROCEDURE

Procedure 054.1 Marketing Big Canoe Amenities and the Community

I. PROCEDURE

The POA General Manager and his staff shall establish and administer marketing support functions that provide effective internal and external exposure of Big Canoe and its amenities. This may include appropriate discounts or other in-kind promotions or considerations by the POA

II. RESPONSIBILITIES

POA Board and General Manager

III. SCOPE

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

055 Electronic Document and Signature Regulation

I. POLICY

Whenever the Declaration, the By-Laws, the Articles of Incorporation or any other governing legal document of the Big Canoe Property Owners Association, Inc. ("Association Instruments") require that a document, record or instrument be "written" or "in writing," the requirement is deemed satisfied by an electronic record as a substitute for a written item, and whenever the Association Instruments require a signature on a document, record or instrument, an electronic signature satisfies that requirement and such electronic signature shall be permitted as a substitute for a written signature so long as the electronic signature is easily recognizable as a secure electronic signature that is capable of verification, under the sole control of the signatory, and attached to the electronic document in such a way that the document cannot be modified without invalidating the signature; or the Board of Directors reasonably believes that the signatory affixed the electronic signature with the intent to sign the electronic document and that the electronic document has not been modified since the signature was affixed.

Verification and Liability for Falsification. The Board of Directors may require reasonable verification of any electronic signature, document, record, or instrument. Absent or pending verification, the Board of Directors may refuse to accept any electronic signature or electronic record that, in the Board's sole discretion, is not clearly authentic. Neither the Board of Directors nor the POA shall be liable to any owner or any other person for accepting or acting in reliance upon an electronic signature or electronic record that the Board of Directors reasonably believes to be authentic or for rejecting any such item that the Board of Directors reasonably believes not to be authentic. Any owner or person who negligently, recklessly, or intentionally submits any falsified electronic record or unauthorized electronic signature shall fully indemnify the Association for actual damages, reasonable attorney fees actually incurred, and expenses incurred as a result of such acts.

This Policy & Procedure will not affect or change the requirement of Article II, Section 2.3 of the By-Laws that all Notices of Meetings of the Members be sent either "personally or by first class mail" and that this Policy & Procedure, therefore, only applies to Actions Taken Without a Meeting of the Members per Article II, Section 2.5(c) of the By-Laws.

This Electronic Document and Signature Rule and Regulation is being implemented in accordance with Georgia's Uniform Electronic Transactions Act which provides that electronic records and signatures are expressly recognized under Georgia law.

II. RESPONSIBILITIES

POA Board and General Manager

III. SCOPE

This policy covers all Big Canoe property owners.

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

Third Amended and Restated By-Laws, Article XI Electronic Communications

BIG CANOE PROCEDURE

Procedure 055.1 Use of Email Addresses

I. PROCEDURE

Upon the Effective Date of this Electronic Document & Signature Policy Regulation, any email address that is on file with the Association that has been provided by a Property Owner will be used from that date forward by the Association for any Association purpose, including, but not limited to, all official communications from the Association to the Members related to any and all matters regarding the Big Canoe community, any Association matter requiring a vote of the Members and any communications to individual Members regarding any Association matter.

II. RESPONSIBILITIES

POA Board and General Manager

III. SCOPE

IV. DEFINITIONS

V. RELATED POLICIES AND DOCUMENTS

Policies 100-149 Board

BIG CANOE POLICY

100 Governance Model

I. POLICY

The Big Canoe POA Board and Management operate in accordance with the Big Canoe Governance Model. This model provides for Board governance through establishment and maintenance of Board Policies and oversight of operations, making extensive use of advisory committees at the board and management level. Operational authority for POA management is delegated to the General Manager.

The Board and General Manager shall be responsible for assuring that the Big Canoe Governance Model is being used effectively and that necessary revisions are formally adopted.

The Board will conduct periodic reviews of the Governance Model and its effectiveness.

II. RESPONSIBILITIES

POA board and General Manager

III. SCOPE

This policy covers all aspects of Big Canoe POA board and management operations, including relations and communications with Big Canoe property owners.

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE PROCEDURE

Procedure 100.1 Embed Governance Model in POA Operations

I. PROCEDURE

The Board and the General Manager will be guided by the POA Governance Model in all aspects of POA board functions and Management operations.

II. RESPONSIBILITIES

The following specific responsibilities are defined for the Board:

The Board is responsible for Policy and Oversight. The General Manager is responsible for the day to day operation of Big Canoe, developing and managing the budget and developing procedures related to Board Policy

The Board Secretary will be responsible for assuring that all board actions that define or modify Board Policies or Procedures are incorporated into the relevant documents in a timely manner. All Board Policies will be published on the POA website.

The following specific responsibilities are defined for the General Manager.

All Procedures will be maintained and revised as necessary by the General Manager's staff. New Procedures will be added when necessitated to ensure consistent implementation of Board Policy.

III. SCOPE

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE POLICY

101 Hiring of General Manager

I. POLICY

The Board will select and hire a POA General Manager when required.

The Board will appoint a special General Manager Search Committee of the Board. The board will appoint one of the Board Members as chair of this committee of the board. The board will (In Executive Session of the Board) vote to make the final selection and compensation package of a POA General Manager

II. RESPONSIBILITIES

POA Board

III. SCOPE

This policy covers the process used to hire a General Manager.

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

103 Preparation for Board Decisions

BIG CANOE PROCEDURE

Procedure 101.1 Search Process for New General Manager

I. PROCEDURE

- a.) The Board will appoint a special General Manager Search Committee of the Board, consisting of seven persons: Four from the Board and three from property owners in good standing with the POA. The property owner positions shall be widely advertised to the property owners. Persons requesting consideration for the committee shall present a written resume to the Board showing their qualifications and reasons for participation.
- b.) The Committee shall elect a member to serve as Secretary. The Secretary will be responsible for documenting all meetings in minutes that are provided to the board president in a timely manner. All minutes shall be marked as "POA Confidential – for POA Board Members Only".
- c.) The Board shall furnish the Committee a current GM Job Description and any related descriptive documents that indicate Board expectations of the GM.
- d.) The Board will develop a suggested compensation package including salary guidance based on the then current pay range shown in the POA's Compensation Plan.
- e.) The Board and Committee will jointly agree on a List of characteristics, skill sets, work experience, etc., desired.
- f.) The Committee will adopt a Job Search procedure to include:
- Publish the job opening to the Big Canoe Community through normal channels.
 - Solicit candidates through industry communication channels.
- g.) If the Committee determines that a professional job search firm is needed, the Committee will evaluate and select a firm and provide a written recommendation to the Board for approval.
- Establish a written screening process that ultimately leads to on-site interview and orientation for up to five candidates.
- h.) Provide regular interim reports to the Board, and, when appropriate, to the community.
- i.) Once the final candidates are finished with the interview process, the Board will meet and take a vote on the final selection. This vote is confidential and does not have to be unanimous. The Board will discuss and approve a suggested compensation package for the final candidate. The Board will approve the final negotiated compensation package before making the offer binding.
- j.) Assure extensive background, credit, and reference checks on final prospects, per POA hiring practices.
- k.) All information provided to the Committee by the Board, all information received from candidates and other information relating to this committee shall be treated as sensitive information and not distributed nor communicated outside the Board or Committee.

II. RESPONSIBILITIES

POA Board

III. SCOPE

Applicable only when a new POA General Manager needs to be hired.

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE POLICY

102 Performance Evaluation Policy

I. POLICY

The Board will self-evaluate its performance once a year. The Board will evaluate the performance of the General Manager twice a year

II. RESPONSIBILITIES

POA Board

III. SCOPE

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE PROCEDURE

Procedure 102.1 Board Self-Evaluation

I. PROCEDURE

The Board will conduct a self-evaluation of its members once a year at year-end. This evaluation will be accomplished by all POA Directors. The evaluation factors should be established by the Board in the annual planning session.

II. RESPONSIBILITIES

Board, led by the POA President.

III. SCOPE

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE PROCEDURE

Procedure 102.2 General Manager Evaluation

I. PROCEDURE

The Board will review the General Managers performance twice a year: at mid-year and at the end of the year. This is intended as an objective review and will be accomplished by the POA board using a form that may be revised by the Board prior to the first evaluation of the year. The form used for the year-end evaluation will be identical to the mid-year evaluation to provide consistency in the evaluation.

Each member of the board will complete the evaluation and provide it to the POA President for compiling. The Board will meet with the General Manager to discuss the evaluation. This evaluation is a primary factor in determining any bonus or salary increase that the board grants to the General Manager.

Any board discussions of the General Manager evaluation will be conducted in Executive Session.

II. RESPONSIBILITIES

POA Board.

III. SCOPE

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

102 Board Meetings

BIG CANOE POLICY

103 POA Voting and Results Announcement

I. POLICY

Elections will be conducted in accordance with POA By-Laws

.

II. RESPONSIBILITIES

POA Board and General Manager

III. SCOPE

POA Elections including Director elections and proposals requiring Property Owner votes.

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

Third Amended and Restated By-Laws, Article III

BIG CANOE PROCEDURE

Procedure 103.1 Valid Ballot Support

I. PROCEDURE

Ballot wording will include instructions to assist Property Owners in returning valid ballots. Instructions will include the requirements for:

- Legible entries made by the Property Owner on the ballot being returned.
- A valid lot number entered in a space provided.
- Signature of an owner, listed on the deed to the property, entered in the space provided.
- The printed name of the person signing the ballot, entered in the space provided.
- Distributing the ballot such that it is sent by the stated deadline at the specified address.

II. RESPONSIBILITIES

POA Board and General Manager

III. SCOPE

All Property Owner voting

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

Third Amended and Restated By-Laws, Article III; Policy 055 Electronic Document and Signature

BIG CANOE PROCEDURE

Procedure 103.2 Election Results Reporting

I. PROCEDURE

Reporting of election results for POA Directors will include:

(a) For General Elections:

- Audit firm or agent that has received and counted the ballots will send a letter to the Director of Finance for verification of vote count by class.
- Upon verification, the Audit firm or agent will send a summary letter showing the total vote count by candidate. The letter will be sent to the Election Committee Chairperson, POA Board President and Director of Finance. If the Board President is a candidate in the election, the summary letter intended for the President will be sent to the Vice President or to the Secretary if the Vice President position is unfilled or the Vice President is also a candidate.
- On the day before the Annual Meeting, the President or Vice President or Secretary having received the letter will inform the candidates of the summary results.
- The President or Vice President or Secretary having received the letter will announce the names of the successful candidates at the Annual Meeting.
- The election results summary letter will be attached to the Minutes of the Annual Meeting and retained on file with the Minutes.

(b) For Primary Elections

- Audit firm or agent that has received and counted the ballots will send a letter to the Director of Finance for verification of vote count by class.
- Upon verification, the Audit firm or agent will send a summary letter showing the total vote count by candidate. The letter will be sent to the Election Committee Chairperson, POA Board President and Director of Finance. If the Board President is a candidate in the election, the summary letter intended for the President will be sent to the Vice President or to the Secretary if the Vice President position is unfilled or the Vice President is also a candidate.
- The President or Vice President or Secretary, having received the letter, will arrange for announcement of the results to be published to the community no later than September 20, after informing the candidates.
- The Election Results summary letter will be filed.

(c) For proposals requiring Property Owner vote:

- Audit firm or agent that has received and counted the ballots will send a letter to the Director of Finance for verification of vote count by class.
- Upon verification the Audit firm or agent will send a summary letter showing the total vote count. The letter will be sent to the POA Board President and Director of Finance.
- The Board President and staff will determine the results announcement process.

II. RESPONSIBILITIES

POA Board and staff for all ballots plus POA Election Committee for election of Directors.

III. SCOPE

All Property Owners Voting

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

Third Amended and Restated By-Laws, Article III; Policy 055 Electronic Document and Signature

BIG CANOE POLICY

104 Board Meetings

I. POLICY

All meetings where the Board is scheduled to vote on Association business are open to the property owners and residents, except for Executive Sessions.

The Board will hold regular monthly meetings. Minutes of all Public Board Meetings, will be posted on the POA website after approval by the Board.

II. RESPONSIBILITIES

POA Board

III. SCOPE

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

VI. BOARD DECISION REFERENCE

Board minutes, August 17, 2011, Action 08.17.11-03.

Board minutes, October 19, 2011, Action 10.19.11-03. Delay implementation until January 2012.

BIG CANOE PROCEDURE

Procedure 104.1 POA Board Meetings

I. PROCEDURE

The Board will periodically reassess the protocol for content and conduct of open board meetings. The objective is to make the workings of the Board as visible as may be practically and legally allowed.

The meeting Agenda, such as it is at the time, will be published electronically to the membership during the week preceding the scheduled meeting. Property owners who choose to receive POA emails will receive one to that effect and the Agenda will be available on the website.

II. RESPONSIBILITIES

This procedure is the responsibility of the POA Board.

III. SCOPE

This procedure covers all meetings of the POA Board that are advertised as Open Meetings. This procedure does not include Executive Sessions of the Board. The POA is not subject to laws requiring Open Meetings.

IV. DEFINITIONS

Executive Sessions: These will only be held when the Board needs to retain confidentiality on highly sensitive issues that may cause individual embarrassment to employees or property owners, or that otherwise dictate confidentiality. Examples of these highly sensitive issues include, but are not limited to the following:

a.) All matters relating to individual employee discipline or terms and conditions of employment. (Final decisions to be approved/announced in open session.) All matters relating to individual job performance evaluations and individual performance bonus awards. Preliminary discussions relating to terms and conditions of employment for POA employees in general. (For hiring to fill positions requiring Board approval, the approval may take place in Executive or Open Session.)

b.) All matters relating to individual job performance evaluations and individual performance bonus awards. .

All matters relating to real estate planning, negotiations and transactions.

c.) All matters relating to the identity of delinquent property owners.

d.) All matters involving attorney/client privilege.

e.) Exploratory sessions involving discussions/negotiations pertaining to joint Company-Association issues

f.) Appeals by Property Owners unless they choose to present the appeal in Open Session.

g.) Considerations regarding real estate transactions.

h.) Consideration of contracts

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE POLICY

105 Financial Management

I. POLICY

The Board will approve an Annual Financial Plan.

.

II. RESPONSIBILITIES

POA Board

III. SCOPE

This policy covers all revenues and expenses of the POA.

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE PROCEDURE

Procedure 105.1 Annual Budget Procedure

I. PROCEDURE

The Annual Budget is prepared based on a budget calendar developed by the CFO. The budget calendar must allow:

- Time for the Finance Committee review and make a recommendation to the Board for the upcoming year's budget,
- The Board to have adequate time to review the proposed budget, and request changes to the budget prior to a vote to approve the budget no later than the regular November board meeting of the year preceding the budget.
- The Budget will include:
 - Re-forecast of the current year income and expense projections
 - Operating Budget for the upcoming year
 - Capital Budget for the upcoming year
 - Ten year cash forecast
- Associated documents that provide;
 - A budget overview
 - Analysis to facilitate review by the Finance Committee and Board

II. RESPONSIBILITIES

POA Board, General Manager, Director of Finance and Finance Committee

III. SCOPE

Document the Annual Budget process.

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

VI. APPROVED BY:

Director of Finance

Procedure 105.2 Special, Reserve and Board Designated Capital Assessments

I. PROCEDURE

Special Assessments

Special Assessment dollars tracked in separate general ledger accounts. Expenditures on projects associated with special assessments are also tracked in separate general ledger accounts. A detailed report is prepared for Management and the Board showing the status for special assessment dollars collected and expenditures made for the related projects is part of the monthly financial report that is submitted to the Board and posted on the Web Site. These reports are shared with the community at Town Hall meetings and the Annual meeting.

Reserve Assessments

Reserve Assessments are tracked in separate general ledger accounts and funds are segregated into separate bank accounts. An income statement for the reserve assessments billed and the reserve assessments collected and expended is part of the monthly financial report that is submitted to the Board and posted on the Web Site.

Board Designated Capital Assessments

Board Designated Capital Assessments are tracked in separate general ledger accounts and funds are segregated into separate bank accounts. An income statement for the Board designated capital assessments billed and the Board designated capital assessments collected and expended is part of the monthly financial report that is submitted to the Board and posted on the Web Site.

II. RESPONSIBILITIES

The Board, General Manager, Director of Finance and Finance Committee.

III. SCOPE

IV. DEFINITIONS

Special Assessment: An assessment for the purpose of defraying in whole or part the cost of any construction or reconstruction, unexpected maintenance or repair and replacement of the Common Properties and capital improvements thereon and to repay any loans made to the Association. Any such assessment shall have the assent of the members as delineated in the covenants.

Reserve Assessment:

Capital Reserve: An assessment for the funding of monies to pay for:

- a.) The purchase, repair, maintenance and replacement of Association property identified in a Capital Reserve Study performed by a Reserve Specialist
- b.) Expenses or capital expenditures caused by natural disasters, other emergencies that affect the health, safety, and welfare of the Owners, and to prevent or minimize damage or waste of Common Property.

Debt Reduction Reserve: An assessment for the funding of monies to pay down specified debts.

Board Designated Capital Assessments: A portion of monthly general assessment the Board allocates for capital purposes.

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE POLICY

106 Board Oversight

I. POLICY

The Board will require effective controls to assure maintenance, administration and financial well-being of the POA.

Each month the financial performance of the amenities will be made available to the Property Owners.

II. RESPONSIBILITIES

POA Board

III. SCOPE

This policy covers oversight responsibility of the board for POA operations.

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE PROCEDURE

Procedure 106.1 Monitoring Performance

I. PROCEDURE

1. Monthly: Actual performance is tracked against budget. This is accomplished through the preparation of:
 - Monthly Statement of Operations
 - Monthly Summary of Operations
 - Detailed Budget/Actual Departmental Statement of Operations
 - Review of detailed General Ledger Accounts by Finance and Department Managers
 - Monthly Performance Measurement Reporting tool.
2. Finance Committee meets monthly to review and ask questions regarding the monthly financial statements.
3. Community Information: The CFO supplies a copy of the Monthly Summary of Operations along with the Statement of Operations and the Monthly Performance Measurements for posting of the Web Site.
4. Each Department Manager receives a copy of their Income/Expense Statement along with the detailed general ledger. This information is used to review the financial performance of the department for the month. The information provides a guideline on how to proceed in upcoming months.
5. Senior Management meets on a weekly basis to discuss a variety of issues that at times focuses on financial performance and steps that may need to be taken to make corrective changes in order to stay within the operations budget, reallocate capital dollars and monitor staffing. To facilitate this monthly performance measurements have been developed which track key indicators.

II. RESPONSIBILITIES

The Board, General Manager, CFO and Finance Committee

III. SCOPE

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE PROCEDURE

Procedure 106.2 Check Signing

I. PROCEDURE

The Board requires that an authorized Officer of the Board review documentation for and co-sign every check prepared for payment by the Association in the amount of \$20,000 or more that involves non-recurring expenditures.

Also, any payment to, or in behalf of, the General Manager, shall require Board Officer Signature when in excess of \$500.

All POA checks are required to have two signatures, and no employee shall sign a check made in that employee's behalf.

II. RESPONSIBILITIES

Board and General Manager

- The Director of Finance will be responsible for updating the check signing authorization yearly
- The President, Vice President, Treasurer and Secretary of the Board will be authorized to sign checks

III. SCOPE

IV. DEFINITIONS

The Officers (President, Treasurer and Secretary of the Board) are authorized to sign checks
The Director of Finance will be responsible for updating the check signing authorization yearly

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE POLICY

107 POA Lots

I. POLICY

The POA may accept Warranty Deeds for Unbuildable Lots. The Board will determine if title to any Big Canoe property is eligible for transfer to the POA.

Property Owners may, under specified conditions, combine contiguous Lots. The Developer must concur with any re-platting.

II. RESPONSIBILITIES

POA Board and General Manager

III. SCOPE

This policy applies to all Big Canoe property.

IV. DEFINITIONS

Unbuildable Lot: Any Big Canoe lot that cannot support septic system requirements as defined in Article X, Exhibit "A" of the Declaration.

V. RELATED POLICY

VI. BOARD DECISION REFERENCE

Board minutes, January 17, 2007, Action 01.17.07-09.

BIG CANOE PROCEDURE

Procedure 107.1 Transfer Title of Property to the POA

I. PROCEDURE

The POA may accept transfer of title of the Lot upon Owner(s) submittal of:

- a.) Copy of the current deed;
- b.) A survey of the lot;
- c.) A letter from the appropriate Public Health Authority stating that the Lot is not suitable for building;
- d.) Proof that all taxes due on the Lot up to the date of conveyance have been paid without proration;
- e.) Proof that the Lot is free and clear of all liens and encumbrances other than the Declaration; and
- f.) Proof that all assessments on the Lot have been paid up to the date of the transfer of title.

The POA will not accept transfer of title on a lot that has been previously replatted and later deemed Unbuildable.

Upon approval by the Board, the owner must promptly submit a warranty deed transferring the property to the POA to complete the transaction.

II. RESPONSIBILITIES

POA Board and General Manager

III. SCOPE

IV. DEFINITIONS

- a.) Unbuildable Lot – Any Big Canoe lot that cannot support septic system requirements as defined in Article X, Exhibit "A" of the Declaration.
- b.) Buildable Lot – shall mean any lot that has not been designated Unbuildable.
- c.) Improved Lot – shall mean a Family Dwelling Unit as defined in Article 1, Section (d) of the Declaration.
- d.) Unimproved Lot – shall mean a Residential Lot as defined in Article 1, Section (e) of the Declaration.
- e.) Contiguous Lots – shall mean a common boundary where at least 75% of the longest touching boundary line is shared by the majority lot.

V. RELATED POLICIES OR DOCUMENTS

VI. Reference:

Procedure 107.2 Disposal of POA Property

BIG CANOE PROCEDURE

Procedure 107.2 Disposal of POA Property

I. PROCEDURE

The POA may own Non-Common property through transfer of title or other means.

The General Manager will recommend to the board, for approval, plans for disposal of any properties that have been transferred to the POA.

II. RESPONSIBILITIES

POA General Manager

III. SCOPE

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE PROCEDURE

Procedure 107.3 Combining an Unbuildable Lot with an Improved Lot or Combining an Unbuildable Lot with a Buildable but Unimproved Lot

I. PROCEDURE

The Owner of adjacent lots, one of which is unbuildable and one of which is Buildable may combine those lots into a single property if all of the following are met:

- a.)** One lot has been officially designated by the appropriate public health authority as not suitable for building.
- b.)** The Developer has approved the combination according to Covenants provisions.
- c.)** All POA assessments on both lots have been paid up to the date of the scheduled Board action for approval of the combination.
- d.)** The Property Owner pays the POA a fee equal to five years of unimproved lot assessments at the current rate.

Upon Board approval and payment of the fee, the ongoing POA fee for the combined lot will be that of a single lot, improved or unimproved as may apply.

Upon Board approval and payment of the fee, the Property Owner will have 60 days to complete the re-platting. If not completed, the unimproved lot will revert to normal billing and the five year fee will be refunded, less fees due for the interim period.

If circumstances should change over time such that the unbuildable lot becomes suitable for building, the owner of the combined lot may apply to the POA Board for approval to reverse the combination consistent with the boundaries prior to the combination. The Board may approve if all of the following are met:

- a.)** The suitability for building is documented by the appropriate governmental authority.
- b.)** All POA assessments have been paid up to the date of the scheduled Board action for approval of the separation.
- c.)** If improvement has taken place after the combination, the location of the building must be such that the separation will result in necessary setbacks being maintained on the separated Building Lot.
- d.)** The Property Owner pays all fees and assessments that would have been paid on the previously unbuildable lot had the combination not been done. The five year fee equivalent paid at the time of the combination will be credited to the current owner of the combined lot.
- e.)** The Property Owner requesting the separation pays the POA a \$1,000 administrative fee.

II. RESPONSIBILITIES

POA Board and General Manager

III. SCOPE

IV. DEFINITIONS

Improved lot fee is the "Family Dwelling Unit" fee per Article VI of the Declaration

Unimproved lot fee is the "Residential Lot" fee per Article VI of the Declaration

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE PROCEDURE

Procedure 107.4 Combination of an Improved Lot or Buildable but Unimproved Lot with a Buildable but Unimproved Lot

I. PROCEDURE

A buildable but unimproved lot, not owned by the Developer, may be combined with one or more contiguous Improved Lots or Buildable but Unimproved Lots. The POA fees and assessments for the unimproved lot, or parts thereof, will be added, in proportion, to the improved lot or lots with which it is combined. The POA Board may approve the combination(s) if all POA assessments for all affected lots have been paid up to the date of the scheduled Board approval of the combination(s) and the Developer has approved the combination according to Covenants provisions.

Upon Board approval, the Property Owner(s) will have 60 days to complete the re-platting or the approval will be automatically withdrawn.

If the unimproved lot has not been divided in the combination, the owner may later return the unimproved lot to its original status and continue to pay the fees and assessments. A \$1,000 administrative fee will be paid to the POA by the Owner. An unimproved lot that has been divided for combination with multiple lots may not be restored to single lot status.

II. RESPONSIBILITIES

III. SCOPE

IV. DEFINITIONS

- a.) Improved lot fee is the "Family Dwelling Unit" fee per Article VI of the Declaration
- b.) Unimproved lot fee is the "Residential Lot" fee per Article VI of the Declaration

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE PROCEDURE

Procedure 107.5 Splitting a Two Acres or Larger Lot

I. PROCEDURE

The Owner of a two acre or larger lot may split the property into two lot lots if the following are verified and submitted:

- a.) Both lots are not reduced to a size more than 10% smaller than the smallest lot shown on the first plat of the Neighborhood Are recorded per the Covenants and Restrictions Article 2, Section 2 (s);
- b.) A survey of the two lots;
Both lots have been officially designated by the appropriate public health authority as suitable for building;
- c.) The Developer has approved the splitting of the property according to Covenants provisions;
- d.) The approval of all surrounding Property Owners;
- e.) Proof that all taxes due on the current Lot is up to the date of conveyance have been paid without proration; and
- f.) Proof that the current Lot is free and clear of all liens and encumbrances other than the Declaration.

Upon Board approval, the Property Owner will have 60 days to complete the re-platting or approval will be automatically withdrawn.

An unimproved lot that has been divided may not be restored to single status.

II. RESPONSIBILITIES

POA Board and General Manager

III. SCOPE

IV. DEFINITIONS

- a.) Unbuildable Lot – Any Big Canoe Lot that cannot support septic system requirements as defined in Article X, Exhibit "A" of the Declaration.
- b.) Buildable Lot – shall mean any lot that has not designated as Unbuildable.
- c.) Improved Lot – shall mean a Family Dwelling Unit as defined in Article 1, Section (d) of the Declaration.
- d.) Unimproved Lot – shall mean a Residential Lot as defined in Article 1, Section (e) of the Declaration.
- e.) Surrounding Property Owners – shall mean Property owners with contiguous lots and lots across the road.
- f.) Contiguous Lots – shall mean a common boundary where at least 75% of the longest touching boundary line is shared by the majority lot.

V. RELATED POLICIES OR DOCUMENTS

Covenants and Restrictions

BIG CANOE POLICY

108 Rental of POA Property

I. POLICY

Rental agreements for more than one month must be approved by the General Manager and/or the Director of Finance.

II. RESPONSIBILITIES

General Manager

III. SCOPE

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE PROCEDURE

Procedure 108.1 Rental of POA Property

I. PROCEDURE

Rental of POA property is delegated to the General Manager except as required by Article 4, Section 3(h) of the Covenants or similar language in any Covenant revisions. Any rental agreements that meet this exception must be approved by the Board.

II. RESPONSIBILITIES

POA Board and General Manager

III. SCOPE

All POA owned property

IV. DEFINITIONS

VI. RELATED POLICIES OR DOCUMENTS

I. Covenants Article X, Exhibit "A"

II. Covenants Article VIII, Section 2, q

III. Letter from William J. Bryne to Roger Klask, March 10, 2009, Re: Replatting Big Canoe lots.

BIG CANOE PROCEDURE

Procedure 108.2 Marina Slip and Storage Rack Rental

I. PROCEDURE

Agreements can be made with the Property Owner(s) of one lot to rent slips and storage racks. Fees will be charged to that lot and the Property Owner(s) are considered the " Lessee"

The "Lessee" may choose to add a "Partner(s)" who will share the use of the leased space. "Partner(s)" sign an amendment to the Lessee's agreement, which the Lessee must submit to the POA for recording.

A Marina slip renter (whether or not their boat is being sold) desiring to terminate a slip rental must terminate their slip rental in writing, as required by the terms of the rental agreement. After said termination, the marina slip will revert to the POA and then may be retained by the POA or be offered to individuals on the Waiting List maintained by the POA in the chronological order therein listed.

II. RESPONSIBILITIES

General Manager and Marina Manager.

III. SCOPE

This procedure applies to anyone who rents a marina slip.

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE PROCEDURE

Procedure 108.3 Storage Lot Rental

I. PROCEDURE

Agreements can be made with the Property Owner(s) of one lot to rent storage lot spaces. Fees will be charged to that lot and the Property Owner(s) are considered the "Lessee"

A renter of a storage lot space must terminate their rental agreement in writing as required by the terms of the agreement, and after said termination, the storage lot space will revert to the POA and then may be retained by the POA or be offered to individuals on the Waiting List maintained by the POA in the chronological order therein listed.

II. RESPONSIBILITIES

General Manager.

III. SCOPE

This procedure applies to anyone who rents a Big Canoe Storage Lot space.

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE PROCEDURE

Procedure 108.4 POA Rental of Property

I. PROCEDURE

Rental of property and/or facilities for POA use is delegated to the General Manager except as required by Article 4, Section 3(h) of the Covenants or similar language in any Covenant revisions. Any rental agreements that meet this exception must be approved by the Board.

II. RESPONSIBILITIES

POA Board and General Manager

III. SCOPE

All property and/or facilities rented from outside parties for POA use.

IV. DEFINITIONS

VI. RELATED POLICIES OR DOCUMENTS

I. Covenants Article X, Exhibit "A"

II. Covenants Article VIII, Section 2, q

III. Letter from William J. Bryne to Roger Klask, March 10, 2009, Re: Replatting Big Canoe lots.

BIG CANOE POLICY

109 In-Memoriam Naming

I. POLICY

Any In-Memoriam Naming of Big Canoe property will be approved by the POA Board.

II. RESPONSIBILITIES

POA Board

III. SCOPE

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE POLICY

110 Relationship with Property Associations within Big Canoe

I. POLICY

All Property Associations within Big Canoe must insure they meet their obligations under the Big Canoe Covenants, report annually to the Board on the status of their Liability Insurance and provide timely updates of the name and contact information for the Property Association primary contact.

II. RESPONSIBILITIES

POA Board

III. SCOPE

POA and other property associations within Big Canoe

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE PROCEDURE

Procedure 110.1 Relationship with Big Canoe Property Owner Associations

I. PROCEDURE

Pending

II. RESPONSIBILITIES

General Manager.

III. SCOPE

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE POLICY

111 External Relations

I. POLICY

The POA will establish and maintain positive and productive relationships with local media, elected officials, community leaders, public/private organizations and the general public of Dawson and Pickens counties

The POA may engage in appropriate advocacy activities as they may further the interests of the Association and/or Big Canoe.

II. RESPONSIBILITIES

POA Board and General Manager.

III. SCOPE

This policy governs POA relationships and activities with other organizations, groups and entities outside of Big Canoe.

IV. DEFINITIONS

External Relations: Any relationship, informal or formal, with organizations, groups, entities and individuals that are external to Big Canoe.

Advocacy: Support for or against a cause or proposal; Attempt to influence public opinion or resource allocation decisions; Protection of assets of interest. This can include position papers, media campaigns, public speeches, etc. Unless otherwise decided by the POA board, it does not include legislative lobbying efforts.

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE PROCEDURE

Procedure 111.1 Monitor External Relations

I. PROCEDURE

Involved POA Board members and the General Manager will provide periodic updates to the entire Board on external matters relating to the business of the association.

II. RESPONSIBILITIES

POA Board and General Manager

III. SCOPE

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE POLICY

112 Stewardship of POA Owned Property

I. POLICY

The Board of Directors will ensure the POA is acting with intention to be responsible stewards of all land and facilities owned by the Big Canoe POA, including, but not limited to greenspace/ common space, recreational / amenity, commercial, and investment parcels.

II. RESPONSIBILITIES

POA Board

III. SCOPE

This policy covers all real property and facilities owned by the Big Canoe POA.

IV. DEFINITIONS

Common Property: Those parcels of real property, owned by the Big Canoe POA, whose property deeds describe the parcel(s) with the words "Common Property".

Association-Owned Property: Those parcels of real property, owned by the Big Canoe POA, whose property deeds do not describe the parcel(s) with the words "Common Property".

Conservation Easements: A form of Deed Restriction that places restrictions on use of property. The Conservation Easement is held by a third party who provides oversight and can enforce the restriction.

Non-Exclusive Easements / License to Use: The POA has issued a few non-exclusive licenses to utilize POA property to owners who have installed steps adjacent to Lake Petit. These are memorialized with agreement documents, are revocable at any time for any reason and are not transferable to new owners of the private property.

Deed Restrictions: Restrictions placed in a specific property deed that provides restrictions or requirements affecting current and/or future permissible uses of that property.

V. RELATED POLICIES OR DOCUMENTS

General Declaration of Covenants and Restrictions of the Big Canoe Property Owners Association, as amended

Bylaws of the Big Canoe POA, as amended

Long Range Master Plan for POA Owned Real Property, as updated

POA Restricted Parcel Map (to be developed) highlighting POA parcels containing conservation or deed restricted use provisions.

Policy 001 Preserve and Protect the Natural Beauty of Big Canoe

Policy 107 POA Lots, Procedures 107.1 & 107.2 Transfer / Disposal of POA Owned Property (this is focused on residential Lots)

Policy 108 Rental of POA Property

BIG CANOE PROCEDURE

Procedure 112.1 Long Range Master Plan for POA-Owned Land and Facilities

I. PROCEDURE

- The POA owns several hundred acres of real property.
- Parcels protected under permanent Conservation Easements will be protected in accordance with those easements.
- Parcels with restrictive conditions contained in their individual parcel deeds will be treated in accordance with those individual restrictions. Any change in use will follow the requirements prescribed by the deeds.
- All restricted parcels are highlighted on the Big Canoe Restricted Parcel Map, attached to this Procedure.
- The POA Board and/or Staff will consult the Long Range Master Plan document, this Policy, the accompanying Restricted Parcel Map, and individual parcel deeds as required, prior to initiating any change in use or disposition of any parcel(s) of real property owned by the Big Canoe POA.

II. RESPONSIBILITIES

POA Board and General Manager

III. SCOPE

This procedure covers all real property and facilities owned by the Big Canoe POA

IV. DEFINITIONS

V. RELATED POLICIES AND DOCUMENTS

Policies 150-199 Management

BIG CANOE POLICY

150 The POA will be an Employer of Choice

I. POLICY

The POA will be an 'Employer of Choice' by creating an environment where people want to work and have long lasting careers.

Management will develop a place where people choose to work over other competing organizations. Elements to improve include compensation, benefits, rewards, training, perks, opportunities, development, high standards, challenging work assignments, employee morale and reputation of the POA. The POA should strive to create a culture of good service with satisfied employees

II. RESPONSIBILITIES

General Manager

III. SCOPE

Staffing must be maintained to support a successful community.

IV. DEFINITIONS

Employer of Choice: Company that attracts, optimizes and retains top employees.

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE PROCEDURE

Procedure 150.1 Employee Use Of Amenities

I. PROCEDURE

Use will be at non-prime times and with the permission of that amenity manager. Those who work in multiple amenities will have privileges in the amenity of their choice.

Employees working in non-amenity departments will be permitted to designate the single amenity in which they wish to have privileges.

Complimentary use of amenities other than the employee's designated amenity may be approved by the employee's department manager and the amenity manager but on a very limited, non-prime time basis.

Guests may join the employee in use of the respective facilities with permission of the manger and will pay prevailing employee-guest rates.

Eligible employees desiring broader use of amenities may purchase memberships at Property Owner rates. Property Owners' who become employees and are already members of that amenity must maintain their membership to be eligible for any employee discounts or privileges.

II. RESPONSIBILITIES

General Manager and Amenity Managers.

III. SCOPE

This policy is limited to POA employees.

IV. DEFINITIONS

Full time employees: Employees who qualify for POA employee benefits.

Eligible part time employees: Employees who work a minimum of 16 hours per week, in season.

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE PROCEDURE

Procedure 150.2 Employee Discounts

I. PROCEDURE

Employee Meal and Merchandise Discount privileges are defined in Administrative Policies.

II. RESPONSIBILITIES

General Manager and Amenity Managers

III. SCOPE

This policy is limited to POA employees.

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE PROCEDURE

Procedure 150.3 Employee Awards

I. PROCEDURE

The General Manager will maintain an Employee Recognition Program. The POA encourages sponsoring one or two annual events for employee recognition. One event is suggested for presentation of service awards. Awards are for employees achieving five year increments of continuous service.

Employee Retirement:

Any full time employee, 55 years of age and older, who has worked for Big Canoe a minimum of ten years, and who voluntarily retires, shall be entitled to a retirement recognition providing that the total of age and years of service is 80 or greater.

Guidelines are:

- 1.** Verification of term of service is the responsibility of the Human Resources Department. Arrangements are the responsibility of the Supervisor.
- 2.** Employees who have exceptional tenure and contribution to the POA as a whole may receive special recognition as determined by the General Manager and Senior Staff. The amount provided for the retirement recognition award is based on the individual's length of service. Award level values are established by Management Directives and funded in the annual budget. The amounts are intended to be nominal for the purpose of recognition.
- 3.** An individual retiring from the POA may choose any combination of gift, cash or retirement event according to the Management Directives. POA funds allocated may be combined with employee donations for an enhanced award.

II. RESPONSIBILITIES

General Manager

III. SCOPE

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE PROCEDURE

Procedure 150.4 Employee Loans

I. PROCEDURE

The POA may extend employee loans up to \$1,000, per 24 months, with a payback period of one year with no interest for employees:

Needing help with a debilitating situation

Suffer a catastrophic loss

The need must be substantiated by a bill(s) showing the amount owed.

II. RESPONSIBILITIES

General Manager

III. SCOPE

This policy covers all POA employees.

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE PROCEDURE

Procedure 150.5 Educational Expense Reimbursements for Employees

I. PROCEDURE

Full-time employees who have completed the 90-day probationary period are eligible for tuition and books payment / reimbursement.

Eligible coursework:

- High school GED coursework and tests.
- State and Nationally recognized Skill Set Certifications from the leading industry organization(s) for: Golf Operations and Maintenance, Vehicle and Equipment Maintenance, Landscaping, Lakes & Streams, Marina Operations, Arborist, Naturalist, Wildlife, Fisheries, Tennis Operations and Instruction, Aquatic Facilities, Recreation / Fitness Operations, Personal Trainers / Instructors, Firefighter, EMT, Paramedic, Incident Command, Security, Community Management, Club Operations, Food Service, Chef, Hospitality, Accounting, Administration, Website Management, Communications.
- General college coursework structured to earn an Associate's Degree in a field related to the employee's career goals.
- Bachelor's Degree studies related to the work the employee is engaged in, or seeks to be engaged in with the Big Canoe POA.
- Master's Degree studies related to the work the employee is engaged in with the Big Canoe POA.

The POA will pay 50% of the tuition up-front. Employee will pay the remainder of expense for tuition and books. Upon receiving a "B" or better in the course, or a passing score for Pass/Fail coursework, the POA will reimburse the employee for their 50% of tuition and 100% of the books.

Employees may take out a loan with the BC POA for their portion of the up-front cost of the course(s), with reimbursement coming from the employee's pay, beginning the following month and to be paid back in equal installments over a period of not greater than 12-months. The balance of an educational loan may not exceed the annual educational benefit.

Special provision for GED courses: The BC POA will pay 100% of the tuition and fees for GED coursework and tests. The employee will pay for the course materials and be reimbursed upon satisfactory completion of each test section.

If an employee should voluntarily leave the employment of the POA, he/she shall reimburse the POA for educational expenses the POA incurred on their behalf within the immediately preceding 24-months.

II. RESPONSIBILITIES

Board of Directors and General Manager

III. SCOPE

Limited to Full-Time Employees, subject to Manager and GM approval for each course

IV. DEFINITIONS

As they appear in the Big Canoe POA Employee Handbook

V. RELATED POLICIES AND DOCUMENTS

Big Canoe POA Employee Handbook

BIG CANOE POLICY

151 Amenities

I. POLICY

The POA will maintain Amenities for the Property Owners consistent with the requirements of the POA Strategic Plan.

II. RESPONSIBILITIES

General Manager

III. SCOPE

This policy governs all POA property.

IV. DEFINITIONS

Amenities are activities and facilities funded by the POA for the enjoyment of the property owners.

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE PROCEDURE

Procedure 151.1 Clubhouse

I. PROCEDURE

The Clubhouse is intended to be the “social hub” of the Community. Management shall encourage property owner activities and events at the Clubhouse. To do so, it is recognized that free or discounted use of the clubhouse is appropriate for property owners. It is understood that this Amenity will be supported through the use of POA General Funds as part of the annual operating plan.

The Clubhouse is intended to be reliably available for Property Owner use. Closing of the Clubhouse dining facilities is typically limited to four occasions per year. The General Manager must authorize additional Clubhouse closings.

The Swim Club and Canoe Lodge are available for private functions.

The Clubhouse Manager will have the right of first refusal for any food and/or beverage functions at POA facilities. Professional caterers are not permitted to cater functions at the Clubhouse facility. Professional caterers may be permitted to cater functions at other POA facilities, but this may be subject to an outside catering fee and is only permissible at the discretion of the Clubhouse Manager.

II. RESPONSIBILITIES

General Manager

III. SCOPE

This policy governs all Clubhouse Operations and ancillary facilities (excluding golf Pro Shop operations) and includes the food & beverage operations.

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE PROCEDURE

Procedure 151.2 Food and Beverage Service Outside of Big Canoe

I. PROCEDURE

The Clubhouse Manager may enter into agreements to provide food and beverage, and related services, to venues and individuals without regard to the site where the services will be provided. Such agreements must be approved by the General Manager.

Before entering into an agreement for services, the Clubhouse Manager must calculate, using conservative assumptions and including appropriate overhead, whether the proposed services will generate a profit.

An agreement may not be entered into unless there is a reasonable expectation of a profit and/or added value to the Clubhouse.

The agreement must have added value to the Clubhouse: better utilization of staff and/or facilities; added purchasing power, or similar considerations.

II. RESPONSIBILITIES

Clubhouse Manager and General Manager

III. SCOPE

This procedure whenever agreements for food and beverage services outside of Big Canoe are considered.

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

Board minutes October 19, 2010. Action 10.19.11-06

152 Expenditure Policy including Goods/Products, Services, Maintenance/Repairs, and Capital

I. POLICY

The POA will establish and maintain procedures for goods/products, services and maintenance/repairs, and capital plan expenditures.

Management will assure that all expenditures are delivered according to authorized orders and contracts and that any warranties provided to the POA are fully enforced. All expenditures will follow the applicable Approval Procedures in this Policy. General Manager and Director of Finance will review all contracts annually and determine if they need to be re-bid. All contracts should be provided to the Board of Directors annually and a schedule of contract terms and expiration and renewal dates should be maintained and available for review at all times by the Board.

Capital Reserve Fund Projects

The 1988 Declaration Article VI Section 13 specifies the Capital Reserve Fund can only be used for expenditures for a) property identified in the Capital Reserve Study or b) damage from natural disasters, emergencies, et. al.

These funds shall not be used for capital projects of more than one million dollars (\$1,000,000) (as adjusted per the Consumer Price Index for all Urban Consumers (CPI-U) beginning 2010) unless the project is approved by more than fifty percent (50%) of the votes cast by Property Owners. This restriction shall not apply to roads, bridges or dams. The one million dollars (\$1,000,000) plus CPI-U amount will include the cost of planning, design and all construction costs including a reasonable contingency. For the purposes of this policy, projects costing more than one million dollars (\$1,000,000) plus CPI-U shall not be subdivided into smaller projects to avoid a Property Owner vote.

Reasonable upfront costs for engineering, planning, or design required to ascertain an estimated cost for a project expected to exceed \$1,000,000 plus CPI-U can be incurred without a vote of the Property Owners.

Non-Capital Reserve Fund Projects

Expenditures for new Common Property or expansion of existing Common Property:

These funds shall not be used for capital projects of more than one million dollars (\$1,000,000) (as adjusted per the Consumer Price Index for all Urban Consumers (CPI-U) beginning 2010) unless the project is approved by more than fifty percent (50%) of the votes cast by Property Owners. The one million dollars (\$1,000,000) plus CPI-U amount will include the cost of planning, design and all construction costs including a reasonable contingency. For the purposes of this policy, projects costing more than one million dollars (\$1,000,000) plus CPI-U shall not be subdivided into smaller projects to avoid a Property Owner vote.

Reasonable upfront costs for engineering, planning, or design required to ascertain an estimated cost for a project expected to exceed \$1,000,000 plus CPI-U can be incurred without a vote of the Property Owners.

Expenditures to maintain, manage and operate existing Common Property

The 1988 Declaration Article IV, Section 7 specifies the POA has the fiduciary duty to maintain and operate Common Property in a first class manner in the best interest of all Property Owners, both present and future. These expenditures do not require a Property Owner vote.

II. RESPONSIBILITIES

POA Board, Finance and Audit Committee, and General Manager

III. SCOPE

This policy is to provide guidelines for POA operating and capital plan expenditures including the bid process and contract approvals.

IV. DEFINITIONS

- New Common Property: real or personal property not currently owned by the POA. Examples would be buildings and land purchased in 2016, inflatable Water Park and any future Community Center.
- Expansion of existing Common Property: Significant addition in size and/or purpose. Examples would be Pickleball courts in 2014, Veranda addition in 2014 and Fire Station #3 in 2018.
- Maintenance, management and operation of existing Common Property: Replacing current capital items on the POA's asset list. Examples would be pontoon boat replacement in 2017, Clubhouse and cart barn roofs in 2019, ClayTech tennis courts conversion in 2020, fire truck replacement in 2020 and Creek rejuvenation (portions that were not enhancements, i.e. pipe replacement, irrigation replacement, etc.) in 2021.

V. RELATED POLICIES OR DOCUMENTS

Article IV, Section 7 Big Canoe Covenants, Development of Big Canoe Article VI, Section 13 Big Canoe Covenants, Capital Reserve Fund.

BIG CANOE PROCEDURE

Procedure 152.1 Operating Expenditures

I. PROCEDURE

- The operating expenditure approval is outlined in Appendix 1 and detailed below.
- Payment for all operating expenditures will be supported by invoices, packing slips or receiving documents as applicable and their required approvals.
- Goods/products expenditures
- Budgeted routine goods/product expenditures of \$50,000 or less will require approval by the Division Director and Director of Finance.
- Budgeted routine goods/product expenditures of more than \$50,000 will require approval by the General Manager and Director of Finance.
- Unbudgeted goods/products expenditures of \$100,000 or less will require approval by the General Manager and Director of Finance.
- Unbudgeted goods/products expenditures of more than \$100,000 will be required to follow the bid process (Procedure 152.3), be recommended by the Finance and Audit Committee and approved by the Board of Directors.
- Service expenditures

All services require a Certificate of Insurance with the limits provided in Procedure 152.3 and a completed W-9.

- Budgeted services of more than \$50,000 annually will require a contract, and will be required to follow the bid process (Procedure 152.3), and the contract terms and contractor approved by the Board of Directors.
- Unbudgeted services of \$50,000 or less will require General Manager and Director of Finance approval.
- Unbudgeted services of more than \$50,000 will be required to follow the bid process (Procedure 152.3), be recommended by the Finance and Audit Committee and approved by the Board of Directors.
- Management will review with the Finance and Audit Committee all contracts for professional services such as, but not limited to, the services of attorneys, accountants, engineers and architects. These professional services agreements may be awarded for up to a five (5) year term. Contract terms for all other types of service agreements cannot exceed three (3) years.
- Management will review with the Finance and Audit Committee all contracts for services greater than \$50,000
- On multi-year service agreements, such as, but not limited to, garbage collection and ditch cleaning, the contract may include cost plus language for annual increases, due to inflationary costs rather than awarding the contract on a fixed fee basis for the entire contract term.

II. RESPONSIBILITIES

General Manager, Director of Finance and POA staff.

III. SCOPE

This procedure covers all operating expenditures.

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS Procedure 152.3

Appendix 1

BIG CANOE PROCEDURE

Procedure 152.2 Capital Expenditures

I. PROCEDURE

The capital approval flow is outlined in Appendix 2 and detailed below.

- Capital Plan budget is approved at the November Board meeting for the following year.
- All capital expenditures need prior approval before purchase. Exceptions are noted in this procedure.
- Payment for all capital expenditures will be supported by invoices, packing slips or receiving documents as applicable and with the required approvals.
- Budgeted capital expenditures of \$100,000 or less will require approval by the General Manager and Director of Finance.
- Budgeted capital expenditures of \$100,000 or more will require a contract, and be approved by the General Manager and Director of Finance, and the contract terms and Contractor shall be then be approved Board of Directors.
- Budgeted capital expenditures of more than \$300,000 will require Finance and Audit Committee recommendation and approval by the Board of Directors.
- Capital expenditures using the Capital Reserve Fund or for new Common Property or expansion of existing Common Property of one million dollars (\$1,000,000) plus adjusted CPI-U beginning 2010 will require approval of fifty percent (50%) of the Property Owners vote, and approval of the Board of Directors.
- In an emergency, the General Manager is authorized to spend up to \$100,000 and will notify the Board of Directors as soon as reasonably possible which shall not be more than two (2) days after such expenditure
- Unbudgeted capital expenditures of \$100,000 or less will require approval by the General Manager and Director of Finance.
- Unbudgeted capital expenditures of more than \$100,000 will be recommended by the Finance and Audit Committee and approved by the Board of Directors.
- All non-recurring capital expenditures in excess of one million dollars (\$1,000,000) will be publicly presented no later than the Regular Board Meeting prior to the Regular Board Meeting where the project is scheduled to be approved. Capital expenditures of an emergency nature, roads, bridges, culverts or dams are exempt from this requirement in addition to those approved by a vote of the Property Owners.
- The capital approval flow is outlined in Appendix 2 and detailed below.

Pre-planning

Management defines the scope of the project. The pre-planning can include initial engineering and architectural designs to obtain more accurate estimates for the project.

- If the estimated expenditures are in line with the approved Capital/Master Plan budget, an Initial Capital Request (ICR) is completed by the Department Head.
- If the estimated expenditures are not in line with the approved Capital/Master Plan budget and the project is:
 - o \$300,000 or less, the General Manager will be required to approve the concept before the Department Head completes an Initial Capital Request.
 - o More than \$300,000, the General Manager will be required to present to the Board of Directors for a preliminary approval before the Department Head completes an Initial Capital Request.
- Bids are sent to qualified vendors according to the Bid Procedure 152.3

Evaluation of Scope of Project

Staff evaluates the returned bids to verify the bids are within the scope of the project and to negotiate with the vendor regarding pricing and/or make any changes deemed necessary. A value engineering review of the project will be performed as part of this process. Staff, Finance and Audit Committee and Board may change the scope of the project anytime during the capital approval process.

Final Capital Request and Project Justification

Expenditures of more than \$100,000 will include a Final Capital Request and Project Justification

- Final Capital Request should include the following items:
- Brief outline of scope of work and rationale for the capital item requested. If the capital item is a replacement for an existing asset (i.e. equipment, building, structures, etc.), provide a brief statement as to why the replacement is necessary.
- Bid amount comparisons including freight, sales tax and insurance.
- Significant contractual and practical differences between the bids.
- Justification if there are less than three bidders.
- Annual recurring expenditures and/or savings.
- Description of all warranties, if applicable.
- Useful life of the asset.
- Reference checks.
- Certificate of Insurance (COI).
 - o Consult with Insurance Broker to determine any necessary modifications to the POA's existing insurance policies as well as the adequacy of the vendors underlying COI limits and surety requirements (i.e. performance bond or contract bond).
 - o Minimum requirements are included in Procedure 152.3.
- W-9
- Completed contractor bid certification.
- Request for Pricing (RFP) or Invitation to Bid.
- Completed vendor bids.
- Outline timeline of project, if applicable.
- Vendor or solution recommended by staff.
- **Project Justification** should include the following:
 - o Include any "soft" benefits that would accrue (safety, improving Property Owner experience, etc.)
 - o Any other items that should be weighed, such as responsiveness, trust factor other non-specific considerations, if applicable.
 - o Incremental revenue produced as a result of the capital expenditure.
 - o Number or percentage of Property Owners impacted by the proposed expenditure, either directly or indirectly.
 - o Annual or one-time cost that might be avoided.
 - o Brief outline of any other considerations or information relevant to making a decision. See below for examples:
 - If an amenity will be closed for project, describe length and net income impact.
 - Identify other common property or capital project that would be closed or impacted.
 - Identify and report on any potential conflicts of interest, if any.
 - o Explanation of the financial and Property Owner satisfaction impact, if project is not approved.
 - o Alternatives considered

Finance and Audit Committee Review

Finance and Audit Committee periodically reviews compliance of this Procedure at the request of the Board.

Finance and Audit Committee Recommendation

If the capital project is more than \$300,000 budgeted or more than \$100,000 unbudgeted, the Finance and Audit Committee will review the Final Capital Request and Project Justification. The Finance and Audit Committee will recommend the capital project to the Board of Directors or request the staff to provide additional requirements or change scope of project.

Board of Directors Approval

If the capital project is more than \$300,000 budgeted or more than \$100,000 unbudgeted, Board of Directors will review the Final Capital Request, Project Justification and Finance and Audit Committee recommendation. Board of Directors will approve the capital project or request the staff to provide additional requirements or change scope of project.

Property Owner Approval

Capital expenditures using the Capital Reserve Fund or for new Common Property or expansion of existing Common Property of more than one million (\$1,000,000) as adjusted per CPI-U beginning 2010 will go to Property Owner vote. The capital project is approved by more than fifty percent (50%) of the votes cast. The one million dollars (\$1,000,000) plus CPI-U amount will include the cost of planning, design and all construction expenditures including a reasonable contingency.

Three Year Routine Capital Contracts

Routine capital contracts such as, but not limited to, road paving, road rejuvenation, culvert replacement and road shoulder repairs shall be bid every three (3) years. The three (3) year capital contract may be awarded with cost plus language for annual increases due to inflationary costs rather than awarding the contract on a fixed fee basis for the entire contract term.

Contract Signatures

All contracts will be reviewed by staff and POA attorney. Contracts of less than \$50,000 approved and signed by the General Manager and Director of Finance. Service Contracts of more than \$50,000 and capital contracts over \$100,000 will be approved by the Board of the POA President and General Manager

III. SCOPE

This procedure covers all capital expenditures including master plan expenditures.

IV. DEFINITIONS

Emergency expenditures: Expenditures caused by natural disasters, other emergencies that affect the health, safety and welfare of the Property Owners and to prevent or minimize damage or waste of Common Property.

V. RELATED POLICIES OR DOCUMENTS

Procedure 152.3

Appendix

BIG CANOE PROCEDURE

Procedure 152.3 Bid Process

I. PROCEDURE

The bid process flow is outlined in Appendix 3 and detailed below.

Pre-planning

Management defines the scope of the project. The pre-planning will include engineering and architectural designs or detailed specifications from at least one Registered Professional to obtain an accurate bid from qualified bidders.

Request for Pricing (RFP) or Invitation to Bid

The Request for Pricing (RFP) or Invitation to Bid package will include the following items:

- Invitation including mandatory deadlines.
- Brief description of the scope of work.
- Instructions to bidders including:
 - How bid is to be submitted.
 - Mandatory meeting, if required.
 - Due date and time for bid package.
 - Date and time bid will be opened.
 - Who to address the bid package.
 - Package delivery methods.
 - Instructions for bidders to examine the drawings, specifications and site of the project.
 - Substitutions – whether or not they are permitted and if permitted noted in the bid.
 - Bid Form – whether or not changes are permitted and if permitted noted in the bid and reason for change of the bid form.
 - Provide all warranties on work, equipment and other components of project.
 - Provide W-9
 - Provide Certificate of Insurance with the following minimums:
 - Workers' Compensation
 - Statutory Georgia Limits
 - Employers' Liability Insurance
 - \$100,000 for each Accident
 - \$100,000 for each Disease by employee
 - \$500,000 policy limit by Disease
 - Commercial General Liability
 - \$1,000,000 each occurrence including contractual liability for specified agreement
 - \$2,000,000 General Aggregate (other than Products/Completed Operations)
 - \$2,000,000 General Liability-Products/Completed Operations
 - \$1,000,000 Personal and Advertising injury
 - \$ 100,000 Fire Damage Legal Liability
 - Business Automobile Liability including owned, non-owned and hired car coverage
 - Combined Single Limit - \$1,000,000 each accident
 - Umbrella Liability (required limits may be increased or reduced, depending on the nature and scope of work to be performed)
 - \$2,000,000 per Occurrence and in the Aggregate

- In addition to the requirements above, the Vendor shall thoroughly review the scope of work that is included and any of the following are included in the services that will be provided, the following additional insurance will be required, if checked:
 - Professional Liability - \$2,000,000 per claim
 - Cyber Liability - \$2,000,000 per occurrence
 - Abuse and Molestation Coverage - \$1,000,000 per occurrence
 - Pollution Liability - \$1,000,000 per occurrence
 - Builders Risk Coverage (to be furnished by Big Canoe POA)
- o Provide references for similar projects.
- o Bid Certification signed by authorized officer or agent certifying the following:
 - Pricing is genuine and made on behalf of the respondent only
 - Respondent has not directly or indirectly induced any other person to submit a false or sham proposal
 - Respondent has not induced any other person or organization to refrain from submitting a pricing package
 - Respondent has not sought by collusion to obtain any advantage over any other respondent or Big Canoe POA
- o Timing of project.
- o Who the Vendor can contact including telephone number and email address for additional information, questions or to schedule a site visit.
 - Execution of Agreement
- o Contract timing
- o Contract will include
 - Retainage clause if applicable
 - Liquidated Damages clause if applicable
 - Commitment on pricing
 - Termination Provisions
 - Amount of full contract and payment schedule
 - Specifications including if applicable engineering and architectural designs.
 - Bid Summary/Form
 - Bid Certification Form

Bid Received

Director of Finance will receive all bids as specified in the RFP or Invitation to Bid package

Bid Opening

Finance and Audit Committee will be invited to all bids that are more than \$300,000. Bids will be opened by the Director of Finance or designee in the presence of the Director of Capital Projects, Division Director and/or Department Head.

Number of Bids

If less than three bids are received, management will need to justify the reason or redefine the scope of the project and send it out again for bid.

Staff Evaluation

If there are least three bids or management has justified why there are less than three bids, staff will evaluate the bid and follow the Operating Expenditure Procedure 152.1 or Capital Expenditure Procedure 152.2.

II. RESPONSIBILITIES

General Manager, Director of Finance and POA staff.

III. SCOPE

This procedure covers all required bids for operating and capital expenditures according to Procedures 152.1 and 152.2.

IV. DEFINITIONS

Registered Professional: an individual or corporation registered or licensed in the State of Georgia with the necessary expertise in their field(s) as approved by the Board of Directors.

V. RELATED POLICIES OR DOCUMENTS

Procedure 152.1 and 152.2

Appendix 3

BIG CANOE POLICY

153 Intentionally Left Blank

BIG CANOE POLICY

154 Maintenance of Common Properties

I. POLICY

The POA will maintain community wide standards and active preventative maintenance programs for common properties and rights-of-way.

Standards and controls will be developed to ensure that every POA property is professionally maintained to the highest level, both functionally and cosmetically.

II. RESPONSIBILITIES

General Manager.

III. SCOPE

This policy governs all POA property.

IV. DEFINITIONS

Common property: Includes land, equipment and buildings

V. RELATED POLICIES OR DOCUMENTS

VI. BOARD DECISION REFERENCE

Board minutes September 22, 2010. Action 09.22.10-05

BIG CANOE PROCEDURE

Procedure 154.1 New Neighborhoods

I. PROCEDURE

New neighborhoods have been developed by Big Canoe Company, LLC that have or have had landscape elements, fencing, statuary, ornaments and a general level of features and maintenance not consistent with the community wide standard and which are more expensive to maintain and repair.

The cost to maintain the community wide standard is a common expense that should be shared by all owners in accordance with the assessment provision of the Declaration, while the added cost to maintain unique features and provide higher levels of maintenance in the aforementioned new neighborhoods which exceed the community wide standard is a cost that specifically benefits the owners in those areas and is not a common expense.

The Board of Directors recognizes the owners of lots in Wildcat, Choctaw Village, The Bluffs and other pending developments may desire to maintain the common property at or approaching the level established by Big Canoe Company, LLC at their own expense;

The POA will offer area or neighborhood groups the option of funding increased levels of common property and right-of-way landscape maintenance at their expense subject to the landscape levels being consistent with the character of Big Canoe and within the levels provided as the respective areas were and are being developed. Funding will be through individual property owner contracts with the POA and all work will be arranged and managed by the POA to meet the specifications included in the contracts. The specifications for the respective neighborhoods will be established by the POA with input from the respective owners. No property owner is obligated to participate in providing this supplemental funding and owners may choose to participate at different levels to achieve the total needed to fund the specified work. If funds collectively received from such contracts fall below the amount required for the scope of the specified work, the work will be terminated and unused funds returned to the participating property owners.

II. RESPONSIBILITIES

General Manager

III. SCOPE

IV. DEFINITIONS

New neighborhoods are areas developed by Big Canoe Company, LLC since 1998.

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE PROCEDURE

Procedure 154.2 Facilities Maintenance Program

I. PROCEDURE

The POA owns and maintains many complex facilities.

Operational and Capital Budgets will support the routine maintenance and replacement of key components with the following goals:

Ensure the facilities are maintained in a manner that is consistent with Maintaining the Character of Big Canoe, in support of property values and quality of life in Big Canoe.

Ensure facilities are maintained to allow prudent people to navigate them without being impacted by physical hazards.

Ensure facilities are designed and operated to enhance the experiences of Property Owners and Guests who are utilizing the facilities.

Ensure all buildings and facilities are attractive, welcoming, and furnished to facilitate the programming that is conducted in the facility.

Ensure housekeeping tasks are accomplished on an "as frequently as needed" basis to keep all spaces presentable and all surfaces attractive and sanitary.

Repair or replace (as required) broken furnishings and fixtures without delay.

Develop and follow preventive maintenance programs to routinely refresh interior and exterior painting, pressure washing, deep-cleaning, carpet cleaning, etc. to ensure all facilities present themselves as being ready for a discerning membership.

Develop and follow routines that help control energy consumption and other operational costs, without compromising member/guest comfort.

II. RESPONSIBILITIES

General Manager (with budgetary support approved by Board of Directors)

III. SCOPE

This procedure covers all facilities owned by the Big Canoe POA

IV. DEFINITIONS

V. RELATED POLICIES AND DOCUMENTS

BIG CANOE POLICY

155 Emergency Services

I. POLICY

Emergency Services shall be maintained at the highest level possible consistent with the needs of the community and sound financial practices.

The Big Canoe Emergency Services effort shall provide supplementary services to the counties' efforts to maintain the highest possible ISO level. Internal, self-assessments will be conducted on an annual basis to ensure that any deficient areas are addressed.

II. RESPONSIBILITIES

General Manager.

III. SCOPE

This policy governs all Emergency Services components within Big Canoe.

IV. DEFINITIONS

ISO – International Organization for Standardization.

PPC- Public Protection Classification Program - To help establish appropriate fire insurance premiums for residential and commercial properties, insurance companies need reliable, up-to-date information about a community's fire-protection services. ISO provides that information through the Public Protection Classification (PPC™) program.

V. RELATED POLICIES OR DOCUMENTS

Procedure 155.1 Emergency Services

I. PROCEDURE

Facilities, equipment, training and other support to Big Canoe fire and EMT personnel will be of the highest practical level to ensure their safety and effectiveness.

Every effort will be made to ensure that the counties provide emergency service response in a manner commensurate with other comparable areas of the counties and the needs of Big Canoe.

Agreements may be entered into with Dawson and Pickens Counties to provide Big Canoe resources for support outside the gates. That support will not infringe upon or otherwise compromise the primary obligation to provide services within Big Canoe. The POA Insurance program will include coverage for this service to the community.

The General Manager will provide periodic written reports, at least annually, to the POA Board on the effectiveness of the combined county/POA program. At a minimum, those reports will include data on internal and external response times, county and POA ISO ratings (or one rating if combined), self-assessments, actions taken to improve services and any other relevant information. Interim reports are required whenever any policy as stated above is not effective.

II. RESPONSIBILITIES

General Manager

III. SCOPE

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

Approved: June 24, 2015

156 POA Records Policy

I. POLICY

The POA will retain those records appropriate to the business operations.

II. RESPONSIBILITIES

General Manager

III. SCOPE

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

Approved: June 24, 2015

Procedure 156.1 POA Records Storage

I. PROCEDURE

Records will be maintained for ready access and research at an economical cost. Critical records, at a minimum, will have reliable off-site back-up maintained in the event of fire or other disaster. Unless meeting the definition of 'Confidential' and specifically excluded from release, records may be made available or released to property owners in good standing, according to procedures adopted and according to Georgia law, and in accordance with Procedure 156.2. Confidential records will not be open to property owners except by special circumstances approved by the General Manager.

II. RESPONSIBILITIES

General Manager

III. SCOPE

IV. DEFINITIONS

Confidential Records: Any POA record, of any type or form, that is of a sensitive nature that would cause individual embarrassment to employees or property owners, or, as an example, include the following:

- (a.) All Personnel Records.
- (b.) All matters relating to the identity of delinquent property owners.
- (c.) All matters relating to the purchase or sale of real estate.
- (d.) All matters involving attorney/client privilege.
- (e.) Exploratory sessions involving discussions/negotiations pertaining to joint Company-Association issues
- (f.) Contracts under negotiation

V. RELATED POLICIES OR DOCUMENTS

Procedure 156.2 POA Member Access to Records

Approved: June 24, 2015

Procedure 156.2 POA Member Access to Records

I. PROCEDURE

(1) The POA will keep those records required by the Official Code of Georgia Annotated (O.C.G.A.) Section 14-3-1601 such as minutes of all Board meetings, accounting records and a record of its members.

(2) A POA member is entitled to inspect and copy, at a reasonable time and location specified by the POA, any of the records of the POA specified in O.C.G.A. Section 14-3-1602 (a) if the POA member gives the POA written notice at least five business days before the date on which the member wishes to inspect and copy.

(3) Excerpts from minutes of any meeting of the POA Board of Directors, accounting records and the membership list as delineated and qualified by O.C.G.A. Sections 14-3-1602 and 14-3-1605 may be inspected and copied by a POA member at a reasonable time and location specified by the POA provided the members gives the corporation written notice or a written demand at least five business days before the date on which member wishes to inspect and copy, but only if (a) the member's demand is made in good faith and for a proper purpose that is reasonably relevant to the member's legitimate interest as a member and (b) the member describes with reasonable particularity the purpose for which the records the member desires to inspect and (c) the records are directly connected with such purpose and (d) the records are used only for the stated purpose.

(4) As further delineated by O.C.G.A. Section 14-3-1603, a member's agent or attorney has the same inspection and copying rights as the member consistent with the scope of the agent's or attorney's representation of such member.

(5) The POA will impose a reasonable charge for the actual cost, or estimated cost if actual cost is not readily available, of production or reproduction of copies of documents to include the cost of labor and material unless the requested record is not maintained in a written form. In that instance there is no charge.

(6) Court ordered inspections are provided by O.C.G.A. Section 14-3-1604(a) and (b). Under the terms of Section 14-3-1604(c) the court will not order the inspection or production when the POA proves that it refused the inspection in good faith because it had a reasonable basis for doubt about the right of the member to inspect the records demanded. Accordingly, such will be the usual approach and process used by the POA in denying demands or requests for inspection and production.

(7) Without the consent of the POA Board a membership list or any part thereof may not be obtained or used by any person for any purpose unrelated to a member's interest as a member. Without limiting the generality of the foregoing, without the consent of the POA Board, a membership list or any part thereof may not be used to:

- (a) Solicit money or property unless such money or property will be used to solicit the votes of the members in a POA election; or
- (b) Used for any commercial purpose; or
- (c) Sold to or purchased by any person.

Except in unusual circumstances as determined by the Board in its sole discretion, the

POA Board will not allow access to its list of its members for the uses and purposes listed under 7 (a), (b) and (c) as above set forth.

(8) Property owners have no privacy expectations in POA membership lists compiled from public records of Big Canoe property ownership. Conversely, the POA will strictly adhere to applicable Georgia law regarding inspection, copying or production of membership lists since the information can be obtained from the public property records of Pickens and Dawson County, Georgia.

(9) The General Manager is the designated representative of the Board for receiving and processing requests for inspection, copying and production of the involved POA records. In circumstances other than those requiring Board approval as set forth in Paragraph (7) above, the General Manager may refer to the Board for its decision any request for inspection, copying or production covered by the Resolution.

II. RESPONSIBILITIES

General Manager

III. SCOPE

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

157 Charitable Contributions

I. POLICY

The POA does not make monetary contributions to charities or other external organizations seeking contributions. Exceptions may be made for memorials not to exceed \$100, or payment for services that are directed to a charitable organization.

II. RESPONSIBILITIES

General Manager

III. SCOPE

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

Approved: June 24, 2015

Procedure 157.1 Donation of Amenity Usage

I. PROCEDURE

Amenity use can be donated to community service groups and charitable organizations under the following conditions:

- (a.) There is no direct operational cost to the POA;
- (b.) There is no interference with regular POA or individual property owner activities;
- (c.) The usage enhances the relation of Big Canoe to its surrounding community.

Amenity Managers may also allow individuals who are not property owners "one time" use of an amenity if they feel it is in the best interest of the POA.

II. RESPONSIBILITIES

General Manager.

III. SCOPE

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS OR DOCUMENTS

Approved: June 24, 2015

Procedure 157.2 Charitable Fundraising Events

I. PROCEDURE

The sponsoring organization must bear all incremental costs for the event including any POA personnel costs for all Charitable Fundraising Events held at POA facilities.

II. RESPONSIBILITIES

General Manager.

III. SCOPE

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

Approved: June 24, 2015

158 No Smoking in POA
I. POLICY

Smoking is not permitted in POA facilities nor on any exterior common property areas where posted.

II. RESPONSIBILITIES
General Manager

III. SCOPE
This policy governs everyone who enters Big Canoe

IV. DEFINITIONS
This policy applies to property owners, guests, employees, visitors, workers, and everyone else.

V. RELATED POLICIES OR DOCUMENTS

Approved: June 24, 2015

BIG CANOE POLICY

200 Amenity Membership

I. POLICY

All Property Owners in good standing may utilize all the Amenities at Big Canoe. Annual Membership Plans are available to provide discounts.

II. RESPONSIBILITIES

General Manager

III. SCOPE

This policy governs all property owners

IV. DEFINITIONS

Complimentary memberships will normally not include clubhouse lockers and golf bag storage when those facilities are near capacity.

V. RELATED POLICIES

Approved: June 24, 2015

Procedure 200.1 Amenity Membership Provisions

I. PROCEDURE

Membership Provisions will be established and approved by the General Manager from time to time.

II. RESPONSIBILITIES

General Manager

III. SCOPE

Annual Memberships are available in:

- Golf
- Fitness
- Tennis
- Pickleball
- Swim
- Fishing

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

Approved: June 24, 2015

Procedure 200.2 Complimentary Memberships

I. PROCEDURE

The General Manager will, in December of each year, review and update the complimentary memberships to be awarded to specific individuals for the following year in the following categories:

1. Memberships for Individual and Spouse
 - a. POA Board Members
 - b. Upon retirement, Board Members receive one year post retirement for each elected term served consecutively
 - c. Senior Staff
 - d. Recreational Amenity Head Professionals or Directors
 - e. Golf Superintendent
 - f. Developer members per transition documents
2. Fitness individual memberships for employees and volunteers who must pass physical agility tests to maintain firefighter certification.
 - a. Big Canoe Public Safety employees
 - b. Big Canoe Volunteer Fire Department active members.

II. RESPONSIBILITIES

General Manager

III. SCOPE

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

Approved: June 24, 2015

201 Multiple Owners of Individual Properties

I. POLICY

All Members have access to all common property facilities, "Amenities", within limits of reasonable rules and regulations. In accordance with the Covenants Article IV. Section 3. (e.), it is "the right of the Association to charge reasonable admission and other fees for the use of the Common Properties and/or facilities thereon". To this end, Admission Fees and Usage Fees may be established and amended from time to time to ensure the financial sustainability of the Amenities.

Annual Assessment income provides the foundation of financial support for the Amenities' capital and maintenance expenses, with the understanding that this financial support provided by assessment income provides a pro-rata share for a limited number of individuals utilizing the Amenities from each Property. For this reason, Discounted Pricing and Amenity Membership Programs (for Golf, Fitness, Tennis, Swim, Restaurants, etc.), is available for up to two (2) named individual Owners and their Immediate Family Members per Improved Property, and up to one (1) named individual Owner and his/her Immediate Family Members per Unimproved Property, referred to as "Discount Eligible Owners".

When a Property is owned by more than the base number of Discount Eligible Owners, the Additional Owners will be eligible to utilize Amenities only after payment of the Annual Amenity Support Fee, which shall be no less than the annual assessment charges for an unimproved Lot. Upon doing so, they will become Discount Eligible Members. Additional Owners may not utilize Amenities as a Guest of an Owner; they must pay the Annual Amenity Support Fee prior to utilizing an Amenity. The specific individuals who are the persons named as the Discount Eligible Owner(s) for any given Property will be named for a minimum of 12-months, and change no more frequently than annually, unless the named individual is no longer an Owner. Additional Owners will not be eligible for vehicle transponders, or extended duration vehicle passes, unless they have paid the Annual Amenity Support Fee.

This Policy does not preclude the Association from offering specials, sales, promotions, etc.

II. RESPONSIBILITIES

Board of Directors

III. SCOPE

This policy applies to all Properties subject to the Big Canoe POA Covenants

IV. DEFINITIONS

From the Big Canoe Covenants:

"Owner": shall mean and refer to the Owner as shown by the real estate records in the office of the Clerk of the Superior Court for Dawson and/or Pickens Counties, Georgia, whether it be one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Residential Lot, Family Dwelling Unit, Multi-Family Tract, Public and Commercial Site, or Public and Commercial Unit situated upon the Properties...

"Member": "Every Owner shall be a Member of the Association..."

Other Definitions for this Policy:

"Additional Owners": Individuals who are individually named as owners of record on the

Property deed, but are not one of the two (2) named Discount Eligible Owners.

"Amenity", "Amenities": The facilities owned and operated by the Big Canoe POA, including but not limited to: golf, tennis, fitness, pools, marina, lakes, trails, restaurants, recreational areas, etc.

"Amenity Member": A Discount Eligible Owner who has enrolled in an Amenity Membership Program.

"Amenity Membership Program": Is a minimum 12-month financial commitment to support one or more individual Amenities, of a Discount Eligible Owner's choosing, in return for access to the Amenity at a pricing structure that can be less expensive than paying a daily Usage Fee. The Amenity Member agrees to pay an annual Amenity Membership Program fee, regardless of the frequency of usage.

"Amenity Support Fee": An admission fee that supports the capital and operating subsidy required to financially sustain the Amenities.

"Association": The Big Canoe Property Owners Association, Inc.

"Covenants": The General Declaration of Covenants and Restrictions of the Big Canoe Property Owners Association, Inc. and Big Canoe Company, as restated and amended from time to time.

"Discounted Pricing": Prices that are discounted from the full retail price, in recognition that assessment income offsets some of the capital and maintenance costs of the Amenities.

"Discount Eligible Owners": Up to two (2) specifically named Owners, or Entity Representatives, per Improved Property and their Immediate Family Members, and only one (1) specifically named individual and his/her Immediate Family Members per unimproved Lot, are eligible for Amenity Membership Programs and Discounted Pricing.

"Entity Representative": In the case of Property that is owned by an Entity (corporation, partnership, LLC, etc.), only specifically named individual(s) having an equity ownership stake in the Entity, and their Immediate Family Members will be recognized as Discount Eligible Owners. (Official entity registration documentation may be required to prove an individual is an owner of the Entity).

"Family" & "Immediate Family Members": are the Owner's spouse and dependent children under the age of 26, residing in the parent's household and/or enrolled as a full-time student.

"Guest": A personal friend, acquaintance, colleague or extended family member invited into the community by an Owner to visit with the Owner, or stay in the Owner's dwelling; or a person or people who rent a dwelling in Big Canoe from an Owner.

"Property": (paraphrased from the definition of "Properties" in the Covenants) A parcel of land, with or without a dwelling, subject to the Big Canoe POA Covenants.

"Usage Fees": Tee Times, Court Fees, Swim and Fitness Center Daily Charges, Purchases in Restaurants and Pro Shops all fall under the category of Usage Fees.

V. RELATED POLICIES OR DOCUMENTS

- Big Canoe POA Covenants & Bylaws.
- Letter from Big Canoe POA General Council to property Owner Mr. Kellogg, re: limiting memberships related to Lot 4144, Big Canoe, dated April 15, 1992.

Procedure 201.1 Eligible Individuals/Additional Owners Fees

I. PROCEDURE

- The POA will recognize up to 2 named Discount Eligible Owners and their Immediate Family Members for the purpose of providing access to amenities without a daily Amenity Support Fee and having the ability to purchase Amenity Memberships.
- Additional Owners must first pay an Annual Amenity Support Fee prior to utilizing any Amenity. The Annual Amenity Support Fee is equal to the total amount charged for an unimproved Lot, including regular, capital and special assessments for the year. Additional Owners may not utilize Amenities as a Guest of an Owner..

II. RESPONSIBILITIES

General Manager

III. SCOPE

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

Internal files: amenity membership files, vehicle pass records,

Approved: July 22, 2015

202 Rights and Access to Big Canoe Common Properties and Facilities

I. POLICY

A Guest may utilize the facilities in Big Canoe with the payment of applicable admission and usage fees where appropriate.

Owners are encouraged to work with the Big Canoe events staff to host business meetings and events in Big Canoe's Amenities, organized through the Big Canoe events staff. Event attendees will have access to Amenities as arranged through the Big Canoe events staff for the event.

Guests of the Association, Customers, Vendors, Consultants, etc., invited by and within the scope of an Association Staff Member's authority, will have limited access to Amenities for a specific purpose. They will not have access to Amenities after the official business or activity is complete, unless they transition to being a Guest.

The use of Big Canoe Amenities by Business Invitees is prohibited.

This Policy does not preclude the Association from offering specials, sales, promotions, etc.

II. RESPONSIBILITIES

Board of Directors

III. SCOPE

This policy applies to all Properties subject to the Big Canoe POA Covenants.

IV. DEFINITIONS

From the Big Canoe Covenants:

"Owner": shall mean and refer to the Owner as shown by the real estate records in the office of the Clerk of the Superior Court for Dawson and/or Pickens Counties, Georgia, whether it be one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Residential Lot, Family Dwelling Unit, Multi-Family Tract, Public and Commercial Site, or Public and Commercial Unit situated upon the Properties...

"Member": "Every Owner shall be a Member of the Association..."

Other Definitions for this Policy:

"Admission and Usage Fees": The Admission fee is a daily/weekly/monthly or annual Amenity Support Fee and Usage Fees are the published rate for Tee-Times, Court Fees, Boat Rentals, Fitness Center usage, etc.

"Amenity", "Amenities": The facilities owned and operated by the Big Canoe POA, including but not limited to: golf, tennis, fitness, pools, marina, lakes, trails, restaurants, recreational areas, etc.

"Amenity Support Fee": An admission fee that supports the capital and operating subsidy required to financially sustain the amenities.

"Association": The Big Canoe Property Owners Association, Inc.

"Business Customer": A customer(s) of an Owner's business. Business Customers are different than Guests. Owners may not utilize Big Canoe's Amenities as an extension of their business offerings to Business Customers.

"Business Invitee": Any person who comes onto the Property for the purpose of using the Big

Canoe

Amenities pursuant to a contract or other business relationship with an Owner. A Business Invitee shall also mean any person who comes onto the Property for the purpose of participating in an activity conducted on a Big Canoe Amenity by any person not provided by the POA. Examples of such use would be if a local Bed and Breakfast proprietor purchases a Lot in Big Canoe advertises that all his customers will have access to Big Canoe's Amenities and where an Owner who is a medical doctor and attempts to call in Guest passes for non-Owner patients to utilize Big Canoe's swimming pools for water exercise therapy.

"Association Guests, Customers and Vendors": A person(s) invited into the community by Association Staff for a legitimate business purpose. Examples are: Wedding and Special Event customers and guests. Golf and Tennis event patrons. Visiting Groups, Speakers, Entertainers, etc.

"Covenants": The General Declaration of Covenants and Restrictions of the Big Canoe Property Owners Association, Inc. and Big Canoe Company, as restated and amended from time to time.

"Discounted Pricing": Prices that are discounted from the full retail price, in recognition that assessment income offsets some of the capital and maintenance costs of the Amenities.

"Discount Eligible Owners": Up to two (2) specifically named Owners, or Entity Representatives, per Improved Property and their Immediate Family Members, and only one (1) specifically named individual and his/her Immediate Family Members per Unimproved Lot, are eligible for Amenity Membership Programs and Discounted Pricing.

"Entity Representative": In the case of Property that is owned by an Entity (corporation, partnership, LLC, etc.), only specifically named individual(s) having an equity ownership stake in the Entity, and their Immediate Family Members will be recognized as Discount Eligible Owners. (Official entity registration documentation may be required to prove an individual is an owner of the Entity).

"Family" & "Immediate Family Members": Are the Owner's spouse and dependent children under the age of 26, residing in the parent's household and/or enrolled as a full-time student.

"Guest": A personal friend, acquaintance, colleague or extended family member invited into the community by an Owner to visit with the Owner, or stay in the Owner's dwelling; or a person or people who rent a dwelling in Big Canoe from an Owner.

"Property": (paraphrased from the definition of "Properties" in the Covenants) A parcel of land, with or without a dwelling, subject to the Big Canoe POA Covenants.

"Usage Fees": Tee Times, Court Fees, Swim and Fitness Center Daily Charges, Purchases in Restaurants and Pro Shops all fall under the category of Usage Fees.

IV. RELATED POLICIES OR DOCUMENTS

Big Canoe POA Covenants & Bylaws. Letter from Big Canoe POA General Council to property Owner Mr. Kellogg, re: limiting memberships related to Lot 4144, Big Canoe, dated April 15, 1992.

BIG CANOE PROCEDURE

Procedure 202.1 Entry and Use of Facilities

I. PROCEDURE

When a Guest is accompanied by their Discount Eligible Member-Host, admission fees will be waived and Guest of Member pricing will apply, when available. Additional Owners are not eligible for Guest of Member pricing. An Additional Owner(s) must pay the applicable Annual Amenity Support Fee prior to utilizing any Amenity.

II. RESPONSIBILITIES

General Manager

III. SCOPE

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

Internal files: amenity membership files, vehicle pass records,

Policies 250-299 AECD/AECC

BIG CANOE POLICY

250 Architectural Control

I. POLICY

The AECC shall be responsible for the establishment of guidelines, processes, fee schedules, and enforcement procedures, subject to the approval of the POA Board of Directors.

II. RESPONSIBILITIES

General Manager

III. SCOPE

The AECC's powers are limited and may not be expanded on its own motion. The applicable guidelines and restrictions are likewise set, and the AECC and the AECD are without power to expand these restrictions through enactment directly or indirectly by interpretation or administrative rule making. The scope of its powers is set forth in the Declaration of Covenants and Restrictions and in any applicable Board resolutions.

The AECC must submit to the Board any proposed substantive or procedural change in the design process it believes appropriate. The Board will consider and make a determination on such recommendation. Until the Board acts, no proposed change shall be effective and may not be applied to any applicant.

IV. DEFINITIONS

AECC: Architectural and Environmental Control Committee

AECD: Architectural and Environmental Control Department

V. RELATED POLICIES OR DOCUMENTS

251 AECC review of all POA projects

BIG CANOE PROCEDURE

Procedure 250.1 AECD Relationship with Company

I. PROCEDURE

The Company will at all times maintain a list of lot numbers which will constitute geographical areas for which the Company will perform the architectural review function on the submittal of plans for initial home construction. The Company will establish architectural guidelines, review and approve plans, approve builders, and act on variance requests. The AECD will provide the enforcement necessary to assure that construction and landscaping is according to plan.

Throughout this process and continuing, the Association will have the responsibility of enforcing the provisions of its "RULES AND REGULATIONS PERTAINING TO APPROVED BUILDERS, SUB-CONTRACTORS, AND SERVICE PERSONNEL", in order to assure compliance with proper job site management, traffic safety, and other associated considerations.

Immediately following initial occupancy of a new home in a non-Class "B" neighborhood, the AECD will assume full architectural control of any subsequent construction activity at that address, and will do so in accordance with the appropriate architectural guidelines for that neighborhood.

Immediately following the sale of the last unit in a Class "B" neighborhood the AECD will assume full architectural control of any subsequent construction activity in that neighborhood, and will do so in accordance with the appropriate architectural guidelines for that neighborhood.

II. RESPONSIBILITIES

General Manager, AECD and the Company.

III. SCOPE

IV. DEFINITIONS

Company: The Big Canoe Company

AECC: Architectural and Environmental Control Committee

AECD: Architectural and Environmental Control Department

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE PROCEDURE

Procedure 250.2 AECD Rules and Enforcement

I. PROCEDURE

The AECD shall be responsible for the enforcement and procedures and the establishment of guidelines, processes and fee schedules. These shall be prominently posted on the POA website in an up-to-date condition.

The AECD will be responsible for identifying violations of these guidelines through property owner complaints, POA employee reports, or through its own vigilance, and shall communicate with the offending property owner in an attempt to remedy the condition. If the offending property owner does not respond positively within a reasonable time, the AECD will act within the appropriate rules and regulations.

II. RESPONSIBILITIES

General Manager, AECD and through its committee, the AECC.

III. SCOPE

IV. DEFINITIONS

AECC: Architectural and Environmental Control Committee

AECD: Architectural and Environmental Control Department

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE PROCEDURE

Procedure 250.3 Road Impact Fee

I. PROCEDURE

A Road Impact Fee will be charged for trucks and equipment entering Big Canoe in conjunction with property owner construction projects

This fee will be billed and must be paid before construction can begin. The fee is established in the annual budget.

II. RESPONSIBILITIES

General Manager

III. SCOPE

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE POLICY

251 AECC review of POA projects

I. POLICY

The AECC shall review final plans for POA projects involving building and facility additions or exterior modifications.

II. RESPONSIBILITIES

General Manager, AECD and through its committee, the AECC.

III. SCOPE

AECC has review responsibilities but no approval responsibilities.

IV. DEFINITIONS

AECC: Architectural and Environmental Control Committee

AECD: Architectural and Environmental Control Department

V. RELATED POLICIES OR DOCUMENTS

250 POA and property owners follow AECD guidelines

BIG CANOE PROCEDURE

Procedure 251.1 AECC/AECD Review of POA Projects

I. PROCEDURE

This process applies to building and facilities projects to be completed by the POA on common property. The objective is to assure that POA Projects are reviewed for consistency with Residential Architectural Control Guidelines and that planned deviations are documented.

Not all guidelines can or will apply to commercial projects. Any deviations from the standard guidelines will be documented by the committee, confirmed to the department in a memo and approved at a Board meeting for approval.

II. RESPONSIBILITIES

General Manager, AECD and AECC.

III. SCOPE

VI. DEFINITIONS

AECC: Architectural and Environmental Control Committee
AECD: Architectural and Environmental Control Department
Rules and Regulations A1 pages 1-2
Rules and Regulations C1 Issue 8, June 1, 2008

V. RELATED POLICIES

Policies 300-349 Committees

BIG CANOE POLICY

300 Committees

I. POLICY

The POA will use advisory committees at the Board of Directors and Management level.

All committees must be formed, appointed, and overseen by the Board.

For committees reporting initially to the General Manager, the General Manager will report all information from the Committee to the Board of Directors.

Chairs of committees may be appointed by the committee members or the Board.

All committee chairs and members will be confirmed by the Board.

II. RESPONSIBILITIES

POA Board and General Manager

III. SCOPE

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE PROCEDURE

Procedure 300.1 Board Members Do Not Serve on Committees

I. PROCEDURE

The Board may name a Board member liaison to each committee. If the Treasurer of the corporation is a Board member, that person will be the liaison to the Finance Committee. Board members with particular expertise may work with the appropriate committee as a resource.

Persons serving on any committee will resign from those committees if elected to the POA Board but may be selected by the Board to continue in liaison or advisory roles with those committees.

II. RESPONSIBILITIES

POA Board

III. SCOPE

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE PROCEDURE

Procedure 300.2 Selection of Committee Members

I. PROCEDURE

The POA will advertise within Big Canoe for members of committees when openings are available and qualified candidates are not readily available. Members will be selected according to procedures contained in committee charters.

II. RESPONSIBILITIES

POA Board and General Manager

.

III. SCOPE

This policy covers selection of members for Committees.

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE PROCEDURE

Procedure 300.3 Committee Responsibilities

I. PROCEDURE

All POA committees shall have a charter that is confirmed by the Board. Each committee shall be responsible for planning and executing their duties in accordance with the charter, including creating and publishing meeting minutes on the POA website or as specified in their charter. All committees are advisory in nature, and no committee is authorized to incur expenses without prior written authorization from the Board and/or General Manager.

II. RESPONSIBILITIES

POA Board, General Manager and Committees

III. SCOPE

IV. DEFINITIONS

V. RELATED POLICIES OR DOCUMENTS

BIG CANOE PROCEDURE

Procedure 300.4 General Guidelines for All Committees

I. PROCEDURE

The following General Committee Guidelines and procedures are to be adopted for all committees and used in the development of individual Committee Charters.

PURPOSE: Big Canoe Board Committees provide assistance, recommendations, and information to the Board of Directors and General Manager of the Big Canoe Property Owners Association. Committees shall act in an advisory capacity to the Board of Directors and General Manager only, unless otherwise provided or at the specific direction of the Board.

MEMBERSHIP: The members of each committee shall be a Member or spouse of a Member of the POA in good standing throughout their term of office and aged 18 or over, except for Elections Committee who must be Members of the POA in good standing. Additional qualifications, if any, are to be described in the Committee Charter. All proposed members of committees shall be approved by the Board of Directors at a regular or special meeting.

The terms for committee members are to be described in the Committee Charter. An individual may serve on more than one Committee at any given time.

A Committee member who is absent from three (3) of the regularly scheduled Committee meetings, consecutively, in a 12 month period is considered to have resigned from the Committee. The Board may waive the resignation for illness, emergency, or other good cause at the request of the Committee Chairperson.

COMPENSATION: Committee members serve without compensation, unless otherwise approved by the Board of Directors.

MEETINGS: The timing and frequency of Committee meetings shall be described in the Committee Charter. Decisions or recommendations of the Committee are approved by a simple majority vote of members present and voting (voting by proxy is prohibited). A majority of the committee members shall constitute a quorum to transact the business of the committee, and the act of the majority of the committee members present at any meeting shall be deemed to be the act of the committee.

REPORTING: The particular reporting requirements for a Committee shall be outlined within the Committee Charter.

EMPLOYEES OF THE POA: The committee is authorized to consult with the management staff members involved in the activities of the committee but shall not direct the activities of any employee of the POA.

SUB-COMMITTEES: Each Committee may appoint a sub-committee from among its membership and may delegate to this sub-committee any of its authority, duties, and function.

ETHICS: Any member of a committee to the POA who could reasonably be expected to benefit in a direct and substantial way from the possible outcome of a committee action under discussion must disclose each time that item is discussed that he/she has such a conflict of interest and abstain from voting on any motion affecting that interest.

CONFIDENTIALITY: Members of Committees may come in contact with confidential information, such as, but not limited to, personnel or legal. This information is to be kept confidential unless its release is specifically authorized by the Board. A breach of this duty may be grounds for dismissal from the committee.

II. RESPONSIBILITIES

The specific purview and responsibilities of each Committee are amplified and interpreted in their respective individual Committee Charters.

Contacting vendors or potential vendors regarding POA business is the responsibility of the POA's professional staff, unless specifically authorized by the Board or General Manager.

Committee Chairperson: The chairperson of each committee shall be a Member or spouse of a member of the POA in "good standing" throughout their term of office. The Chairperson of Committees must be approved by the Board of Directors. The Chairperson of each Committee shall preside over and manage the general affairs of the Committee to ensure that the committee fulfills its goals and assignments from the Committee Charter.

Board Liaison: All Committees may have a Board Member appointed as a Liaison. The Board Liaison's role is to ensure that the Committee adheres to its Committee Charter; acts within the purposes assigned to Committees and provides advice to the Committee when necessary.

III. SCOPE

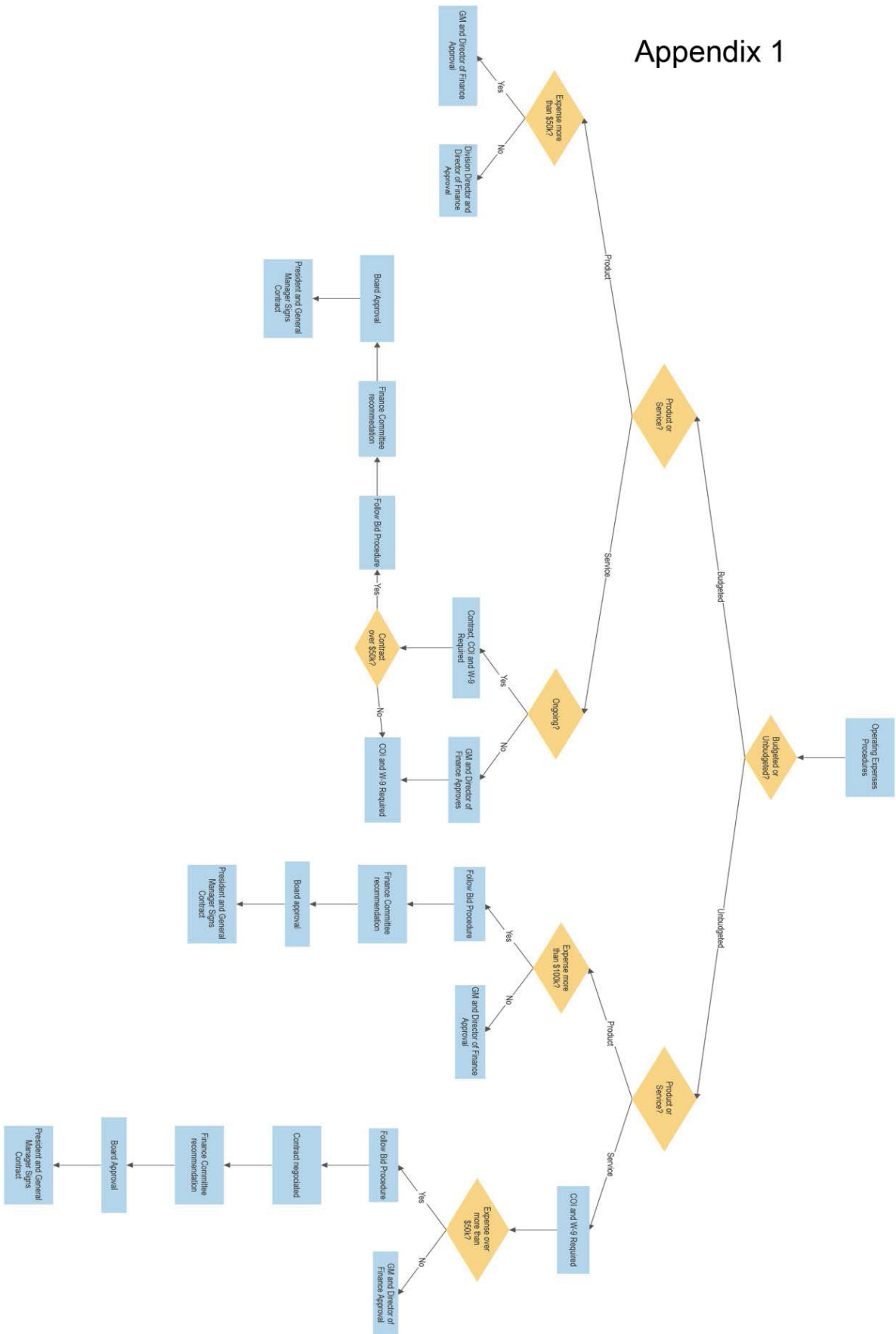
This policy governs all Board Committees.

IV. DEFINITIONS

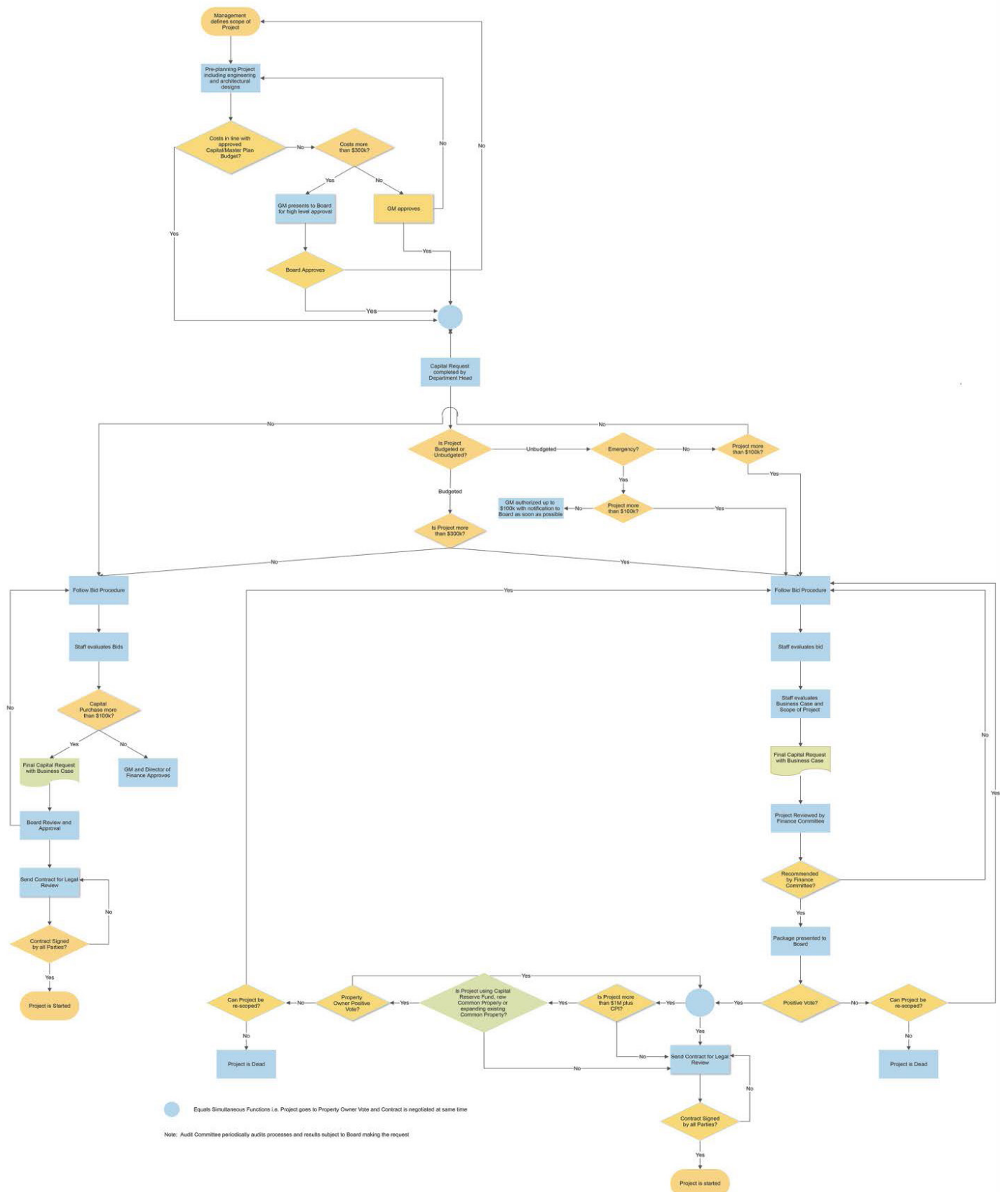
Board Committee: One which is appointed by the Board to provide assistance, recommendations, and information to the Board of Directors in an advisory capacity, as distinguished from a Committee of the Board, which consists of Board members and other appointed members, who carry out specific duties and functions on behalf of the Board.

V. RELATED POLICIES

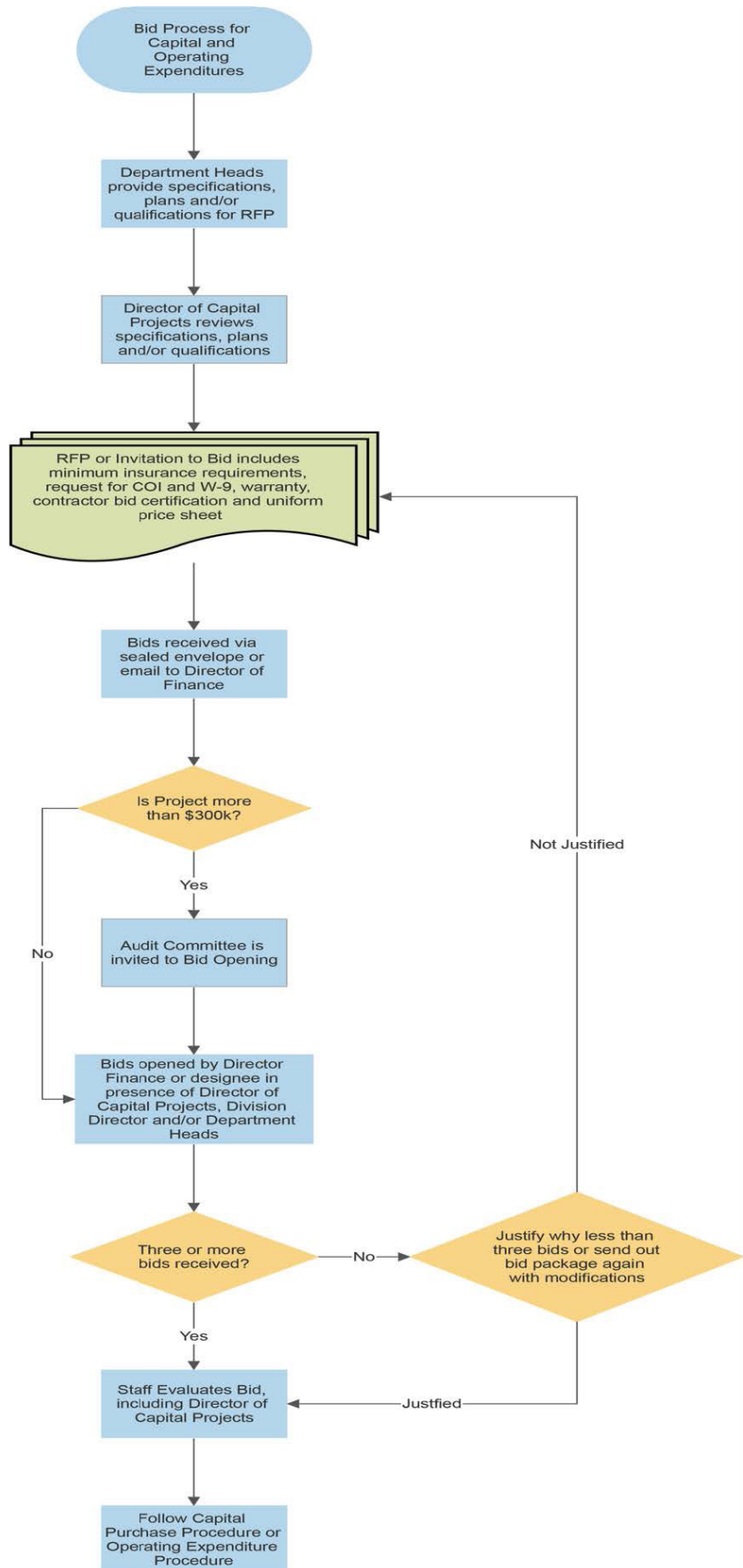
Appendix 1



Appendix 2



Appendix 3



RESOLUTION OF THE BOARD OF DIRECTORS
BIG CANOE PROPERTY OWNERS ASSOCIATION, INC.

APPENDIX 4: POA STANDARDS OF CONDUCT

This policy statement was approved by Resolution of the Board
in the November 17, 2022 Board Meeting.

WHEREAS, the Big Canoe POA Directors have a responsibility while serving as a Board member to conduct himself/herself according to ethical standards which may typically be expected by the members of the Association; and

WHEREAS, in addition, the successful operation of the POA also requires each member of the Board of Directors to discharge his/her duties and behave in a professional, courteous, and respectful manner to each other; and

WHEREAS, the Directors have an obligation of loyalty not to compete with the POA, and not to usurp an Association opportunity, and to avoid conflicts of interest; and

WHEREAS, members of the Big Canoe Board of Directors must demonstrate by their example the highest standards of ethical and professional conduct in discharging his/her duties, such that the members may justifiably have trust and confidence in the integrity of the Board and its decisions; and

WHEREAS, the Directors serve for the benefit of the POA and its members and shall recognize that acting in the best interest of the POA is their primary concern, and shall discharge the duties of their position in the best interest of the Association regardless of personal considerations; and

WHEREAS, the Board wants to ensure that Directors maintain high ethical standards of conduct and professionalism as the Directors carry out their designated duties;

NOW, THEREFORE, be it resolved that the Board of Directors hereby adopts the following Standards of Conduct:

Each Director shall:

1. strive for "unanimous" decisions with fall-back on "consensus";
2. recognize that it may be necessary to compromise to help the group reach "consensus";
3. acknowledge once a majority vote is achieved it is accepted by all;
4. protect and not disclose confidential information gained because of his/her position;
5. respect others' ideas;
6. be respectful of start/stop time;
7. listen to and consider comments of the entire group before decisions are made;
8. operate as a team;
9. share information in a timely manner;
10. honor commitments;
11. adequately prepare for meetings including review of all materials pertinent to the meetings;
12. exhibit professional courtesy to all property owners, POA staff, and management;
13. make full disclosure in writing to the Board at any time that he/she acquires an interest that might reasonably tend to create a conflict with the POA's interest;
14. be an active participant in community activities and events as time allows.

Each Director shall not:

1. solicit or accept any gift, benefit, or favor, directly or indirectly under circumstances in which it can reasonably be inferred that the gift, benefit, or favor is intended to influence him/her in the performance of his/her POA duties; complimentary amenity memberships under Procedure 200.2 I.1.a are considered ordinary and necessary to the performance of Board duties during a Board term; it is the responsibility of retiring Board members to notify the POA if amenity use under 200.2 I.1.b is in excess of de minimis;
2. engage in any business transactions or activity or have a financial interest in any business transaction, direct or indirect, which may tend to impair his/her independence of judgment in the performance of his/her duties;
3. use his/her position as a Board member for private gain;
4. make unauthorized statements on behalf of the Association or promises committing the Board to specific actions;
5. harass, threaten, or attempt through any means to control or instill fear in a member of the staff, property owner or guest;
6. vote on a question before the Board in which he/she has a direct or indirect personal or pecuniary interest not common to other members of the Board;
7. be employed by or do any work for the Big Canoe POA while serving as a member of the POA Board as provided in the By-Laws [per Section 3.6 of the By-Laws, this provision only applies to directors elected at the 2007 annual meeting and thereafter]; and/or
8. fail to disclose any conflicting interest/conflict of interest;*
9. engage on non-POA social media platforms regarding Association business.

*** Conflicting Interest/Conflict of Interest**

A conflict of interest exists when an outside influence affects one's ability to make an unimpeded, independent decision or when an individual owes duties to separate entities with different interests.

A conflicting interest is the interest a Director has involving a transaction in which a Director or a related person is either a party to the transaction or has a beneficial interest in the transaction such that it would reasonably be expected to exert an influence on the Director's judgment. A Director with a conflicting interest shall comply with the requirements of the Georgia Conflicting Interest Transactions Statute, O.C.G.A. 14-3-860-865, a copy of which is attached to this Resolution.

Elected directors deemed to have acted inappropriately may be subject to removal as provided in the POA By-Laws.

Annually at the first meeting of the new calendar year each Director will acknowledge receipt of this Code of Conduct Statement and, by signing this document, the Director is indicating understanding and agreement to abide by the numbered provisions regarding conduct and conflict of interest in the above sections.

Name

Date