

**RIVER POINTE CHARTER CLUB  
OPERATING MANUAL**

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## **INTRODUCTION**

Chartered clubs are sponsored by the River Pointe Homeowners Community Association, (Association) to provide an opportunity for all Association members to pursue common interests in hobbies, recreational, social, and cultural endeavors. The facilities are for the exclusive use of members and their guests. It is hoped that this booklet will provide both guidance and structure to the chartered club system and encourage the general membership to fully participate and enjoy the programs and facilities being provided.

## **CHAPTER ONE**

### **GENERAL INFORMATION**

**1.1 Authority:** The authority to charter clubs lies with the River Pointe Homeowners Association Board of Trustees (Board), unless delegated to Association Management. All rules and procedures outlined herein are in consonance with the Association's governing documents. If a conflict arises, the governing documents prevail.

**1.2 Responsibilities:**

A. The Association Board and Management are responsible for coordinating and implementing policy for chartered clubs, allocating facility space and assisting clubs with operational concerns.

B. The Board or Management will designate a representative to assume responsibility for assisting clubs with facility scheduling, special programs and publicity/promotion. This individual is the focal point for coordinating all Association/club matters of interest.

C. Club executive boards are elected on an annual basis. Club executive boards have the responsibility of overseeing all aspects of a club's operation and administration.

**1.3 Allocation of Facility Space:** Space allocation is dependent upon membership interest in a club's activities and the availability of Association space. As space allows, chartered clubs are provided with regular meeting and activity space, without charge. The Association reserves the right to preempt club space, however, if the needs of the general membership require it. Although facility space may be dedicated to a club for full-time use, the facility and all equipment located therein remain the property of the Association.

**1.4 Administration:** To assist clubs in the administration of their programs, and to provide the Association with necessary operating data, a series of forms has been developed. All club forms are identified by the prefix "CC", and samples are shown as appendices to this manual.

**1.5 Community Service Organizations:** Many groups will form that benefit various community service and religious needs, but do not satisfy the intent for a chartered club. In these instances, the Association will attempt to provide requested facility space to assist in start-up activities. Space may be provided on a first-come, first-serve basis, but it will not be allocated to preempt or disrupt an Association sponsored activity. When space is allocated, the required rental fee will be initially waived for a period of 6 months following the date of allocation, and then a special reduced fee for community service organizations will be charged. In all cases, the Association reserves the right to disapprove requests for community service space, or curtail a previous authorization, if the needs of the general membership warrant.

## CHAPTER TWO

### ESTABLISHING A CHARTERED CLUB

**2.1 General:** Any group of Association members who are interested in pursuing a particular hobby, recreational, social or cultural endeavor may join together as a chartered club, subject to the procedures and parameters outlined herein. Chartered clubs are complimentary to the Association's programs. Proper coordination between the Association and prospective clubs is necessary to ensure that the intent for charter has been satisfied, and that Association space is both adequate and available to support the intended club function.

**2.2 Charter:** The charter is the formal written authorization granting club status. Chartered clubs are given priority for regular facility use without charge. Additionally, they are provided special rates for the use of facilities during special events and other special activities; extended specific coverage from the Association's insurance program; and given assistance in the start-up phase of their activities from Association management.

A. Charters are not granted to groups that require, as a precondition for club membership, subsequent membership in affiliated national, state, or regional organizations. Any affiliation must be optional on the part of the individual member.

B. Once chartered, clubs may not merge with another non-Association entity, require its members to join another corporation, or become incorporated in its own right. If a merger or incorporation occurs, the club's charter will be revoked.

C. Membership in any chartered club must be open to all bona fide members of the Association without discrimination as to race, religion, color, ethnic culture, or national heritage. Note: Segregated activities for male and female members may be established if desired by both genders, and each gender has the same opportunity to pursue common interests; e.g., men's and ladies social clubs, men's and ladies golf clubs.

D. To maximize facility space, charters will not be granted to groups whose purpose is similar to existing clubs using the same common facility. For example, if a ballroom dance club has been chartered for the multi-purpose room, a second group desiring a charter to do the same thing, in the same facility, would be denied.

E. Charters may be revoked for the following reasons: when club membership declines below the established minimums; when clubs violate Association policies or rules; when an irreconcilable conflict occurs within the membership; when a situation occurs which projects the club, or the Association, in an undesirable or embarrassing position; or when a club violates Federal, state, or local government laws or ordinances. The decision to revoke a charter occurs following a recommendation by Association Management and approval by the Board. The decision may be appealed by providing written justification to the Board within fourteen (14)

days of the written notice. The Board will provide a final notice of decision within thirty (30) days of receiving the written appeal.

### **2.3 Procedures for Charter Application:**

A. Thoroughly review a copy of Chartered Club Rules and Procedures to become familiar with the chartered club system. The Board designated coordinating representative will be glad to clarify questions and provide general assistance.

B. Complete Form CC-1, Application for Charter (Appendix A). Attach Form CC-2, Initial Membership Roster (Appendix B), and CC-3, Club Bylaws. Appendix C is a Sample Bylaws that should be followed as closely as possible. In this sample, please note that some bylaw provisions are mandatory and must be included, while others are optional and depend on the extent of operating detail required by the club. Forward the application package (Forms CC-1, 2, & 3) to the Board's designated Chartered Club Coordinating Representative for review and processing.

C. When all requirements have been satisfied, the application package will be forwarded to Association Management with a recommendation for approval or disapproval. If approved, the club will be provided with a written charter. If disapproved, the club will be provided with a written explanation. The decision may be appealed by providing written justification to the Board within fourteen (14) days of the written notice. The Board will provide a final notice of decision within thirty (30) days of receiving the written appeal.

**2.4 Club File:** The official file will be kept by the Board designated Chartered Club Coordinating Representative and will include the approved application package, copy of charter, amendments to bylaws, club operating rules and policies, and general correspondence with the Association. In case of conflict between the club and the Association, the official file will take precedence.

## CHAPTER THREE

### MEMBERSHIP AND CLUB OPERATION

**3.1 Membership:** Regular club membership is open to any Association member. Prior to joining a club, Association members are encouraged to visit with the chartered clubs to experience their activity and their hospitality. Following a reasonable number of visits, and the explanation of club operations and programs, regular club membership may be required for continued participation in club activities.

A. Club executive boards are responsible for periodically reviewing club membership files to ensure that members remain bona-fide Association members. Additionally, club members and their guests are required to sign-in with their respective club monitor prior to using any club facility.

B. While clubs may make provisions for honorary membership, that type of membership may not be extended to non-Association members.

C. Proper conduct and decorum is essential to preserve the active adult lifestyle that has been created within the community. Club members who become abusive, project an undesirable or inappropriate image, or who blatantly create turmoil, disruption, or dissention among club members, other clubs, or the Association in general, may have their club memberships suspended. Suspension may occur following a recommendation from the club's executive board and approval by Association Management. In severe cases, Association Management may recommend a suspension of Association privileges, subject to Board approval. A suspension of a club or Association privileges may be appealed by providing written justification to the Board within fourteen (14) days of the written notice to suspend. The Board will provide a final notice of decision within thirty (30) days of receiving the written appeal.

### **3.2 Guests:**

A. Resident Guest - All Association members are qualified to join a chartered club. Until they choose to do so, they are considered guests.

B. Non-resident Guest - All other individuals who are accompanied by an Association member, or otherwise sponsored by an Association member are considered non-resident guests. Only residents of River Pointe qualify for club membership.

C. Developer Guest - During the period of community development, and as long as the developer has the capability to annex land into the community, prospective home buyers, and developer employed sales associates are considered developer guests. Developer visitors may be accompanied by a sales associate, or may identify themselves with a visitor card. Prospective homebuyers will be in the company of a sales associate. Depending on the nature of club

activities, developer visitors and prospective homebuyers may be permitted to participate in club programs. It is incumbent upon sales associates to inquire into club policies and rules before advising developer guests that they may use club activities and programs. Sales associates may only use Association/club facilities when accompanying a prospective home buyer.

### **3.3 Use of Facilities:**

A. Association facilities and programs are available to all Association members but may be contingent upon membership or guest participation in a Chartered Club. Chartered Clubs are given complimentary use of the Retreat's facilities to provide comprehensive, low-cost leisure programs in a reasonably structured and safe environment. Restrictions on facility use, however, may be established by the Board. In order to continue to offer a variety of programs to the community at large, clubs may elect to offer member and non-member fees/dues.

B. General Use facilities may be reserved by clubs for regular membership meetings and scheduled annual special events without charge. This proviso applies to all clubs, irrespective of designated facility space. Requirements for general use space (not part of the approved annual schedule) will require a rental fee. Note: When room rental fees are applicable, chartered clubs receive a reduced rate.

C. Depending on the nature and size of a desired activity, Association Management will determine the facility to be allocated. In all cases, the decision will be based on maximizing facility utilization.

D. All clubs are required to provide the designated Chartered Club Coordinating Representative with quarterly participation figures (members and guests) relating to their regularly scheduled activity by using Form CC-4, "Quarterly Participation Record" (Appendix D). This important information is used by the Association to evaluate facility usage and the need for change and to create participation analyses which records club growth and the potential need for facility alteration. Club reports should be forwarded to the Coordinating Representative within five (5) working days following month end.

### **3.4 Program Supervision and Safety:**

A. During use of an Association facility for scheduled club use, clubs must designate a club member to act as facility monitor to ensure that Association and club operating policies and rules are satisfied. If a program involves more than one room, or if one room is too large for one monitor to properly oversee, additional monitors may be required. If club members are unwilling, or unable to properly monitor a facility, the club program will be temporarily be suspended until proper supervision can be arranged.

B. Monitors are required to check Association membership cards and guest cards during sign-in. In the event of disagreement between a monitor and club participant, the position of the monitor will prevail in all instances. A monitor's decision may be appealed to the club's executive board but, until such appeal is heard and acted upon, the monitor's decision prevails.

C. Clubs are required to offer open drop-in times for both their members and non-member residents of the community. When applicable, instructional classes may be offered at member and non-member rates to encourage full community participation. If demand for Association/club equipment warrants, clubs may establish rules that limit the amount of time the equipment is used by a single person, or establish equipment reservation schedules.

D. Each club shall maintain a Club Information Binder and/or portable information file wherein a copy of the Club By-Laws and official meeting minutes must be available for review during regular meeting times. While most rules are at the discretion of the club, those clubs using power machinery (portable or fixed) must develop and post written safety rules pertaining to the use and maintenance thereof.

E. To allow for leadership and operational stability, clubs will elect an executive board comprised of (at a minimum) a president, vice-president, and secretary. If the club anticipates dues or other financial considerations, a treasurer must be appointed (Note: If desired, clubs may combine the position of secretary and treasurer). As new officers are elected annually, clubs will complete Form CC-5, "New Club Officers" (Appendix E) and forward it to the designated Chartered Club Coordinating Representative within thirty (30) days following the annual election.

F. Safety Program - Any club using power machinery (portable or fixed) will establish and post written safety rules for the operation and maintenance thereof, and appoint a club safety committee to oversee the program. The Chartered Club Coordinating Representative and Association safety committee (if established) will work with each club on these issues.

(1) All incidents or accidents occurring in club facilities (whether requiring medical attention or not) will be immediately reported to the respective club facility monitor using Form CC-6, "Incident/Accident Report" (Appendix F). While the facility monitor will be responsible for documenting pertinent details on the report, club officers will ensure that the report is sufficiently detailed to allow for a meaningful review. The report is forwarded to the Chartered Club Coordinating Representative within twenty-four (24) hours of a reported incident or accident.

(2) If emergency medical attention is required for any accident occurring in Association facilities, the club facility monitor will immediately call 911 to obtain emergency medical assistance. Once medical assistance is en route, a member of the club should immediately notify the Property Manager and Chartered Club Coordinating Representative to review the circumstances of the incident/accident and assist the club monitor in the preparation of the report. In the case of member death, Association Management will be immediately notified, and the Board president properly informed.

(3) As applicable, Club officers will ensure that club facility monitors are reasonably well qualified in the use of any equipment, and properly trained in Association/club operating rules, and related safety awareness and prevention measures. Monitors have the

authority to deny the use of equipment to any individual who, in the monitor's judgment, is either unable or unwilling to abide by posted rules and procedures.

(4) If, in the eyes of the club's safety committee and executive board, a club member cannot physically comply with operating rules and procedures, the club board may temporarily suspend that member's facility use privileges related solely to the non-compliance issue. Prior to taking such action, however, the club should make every effort to provide additional training, instruction and assistance in an effort to re-qualify the member. A suspension of this nature will be made solely to protect the well being of the member, and the best interests of the Association and club. Club action will be considered temporary pending review and final action by Association Management. A suspension of club privileges may be appealed by providing written justification to the Board within 14 days of the written notice to suspend. The Board will provide a final notice of decision within 30 days of receiving the written appeal.

G. No Smoking Policy - All Association facilities are designated as "No Smoking Areas."

H. Alcoholic Beverages - The sale of alcoholic beverages is not permitted in Association facilities with the exception of Board/Management authorized contract services operating with State approved special event licenses. Chartered clubs may be permitted to transport and dispense alcoholic beverages to its members and guests as part of a club special activity, but only with advanced written approval of Association Board or Management. When approved, the authorization will outline State guidelines relating to individual and group responsibility for dispensing alcoholic beverages and may be confined to dedicated areas such as the Sports Pub.

**3.5 Facility Scheduling:** The primary responsibility for scheduling Association facilities, coordinating special events, and publicizing programs rests with the Property Manager and/or Chartered Club Coordinating Representative. Once a facility reservation has been confirmed, management will coordinate set-up/take-down requirements with the Association's Maintenance Director, and billing procedures (as applicable).

A. Chartered clubs request regular use of facility space by annually submitting a master schedule to the Property Manager or Chartered Club Coordinating Representative using Form CC-7, "Annual Club Schedule" (Appendix G). Once schedules are evaluated and approved, it will be input to the computerized Association Facility Schedule. Unless a need for change occurs, there is no requirement for additional submittals. If a need occurs, clubs may request a schedule change at any time by submitting a revised Form CC-7.

B. Chartered clubs desiring to conduct a special event in a general use area of the Association should contact the Property Manager or Chartered Club Coordinating Representative for space availability, facility requirements, and rental fee requirements (as applicable). If a rental fee is to be charged, payment must be satisfied within one week prior to the function date.

C. Association members and chartered clubs will be given priority for facility space over non-affiliated groups.

**3.6 Association Management Meetings:** At least annually, Association Management will meet with the executive boards of all chartered clubs to provide an update on important Association issues, clarify questions and concerns, and respond to club leadership comments and questions.

## CHAPTER FOUR

### FINANCIAL CONTROLS AND PROCEDURES

**4.1 Records and Accountability:** The club's elected treasurer (secretary-treasurer) is responsible for controlling and recording club revenues and expenses. This individual will also oversee the purchasing of all assets, inventories and supplies, and provided financial reports to the executive board and membership.

A. Club bylaws and operating rules should specify the level of control and reporting that is needed. Generally speaking, clubs with high or large dollar requirements would specify more stringent levels of control. The following controls and procedures should be considered in the development of operating guidelines:

(1) Check and balance procedure to preclude a single individual from ordering, receiving and dispersing equipment or inventories.

(2) Dual signatory on all checks.

(3) Periodically inventory and reconcile retail and asset inventories.

(4) Deposit all revenues in a bank account established in the club's name, and maintain the club account through succeeding club administrations. Association Management will designate the bank and provide a Federal Tax Identification number. Disbursements should not be made from cash that has not been deposited in the club's account. All disbursements should be made by check, or from an approved petty cash fund, with purchase receipt or invoice retained with documentation.

(5) All transactions shall be recorded in club financial records, and all financial records must be preserved for a period of seven (7) years.

(6) As part of regular club membership meetings, the treasurer should provide the members with a financial presentation showing revenues and disbursements, and bank account balances. This presentation should be recorded in the minutes of the meeting.

B. Annually, clubs are required to submit Form CC-8, "Annual Financial Report" (Appendix H) to the Property Manager or Chartered Club Coordinating Representative. A copy of the report will be retained in the official club file, and the original will be forwarded to the Association's Controller for use when preparing and filing the Association's annual tax return. This report must be provided to the Association no later than the last day of each January, and must be certified by the club president and treasurer. The Association reserves the right to require any club to engage the services of a professional auditor to independently certify club accounts. Note: Since club financial operations are recorded under Association tax returns,

clubs do not obtain a separate Federal Employer Identification Number, or otherwise file separate Internal Revenue Service tax returns.

**4.2 Contracts for Services and Instructional Classes:** The need to provide qualified program instruction to a club membership depends on program difficulty, the availability of qualified instructors, and the skill level of those desiring the service. To ensure high quality instruction, the Association encourages this type of contract service, but asks the clubs to remain sensitive to member income levels and their capability to pay additional fees. Also, while non-Association members may be used to provide these services, clubs are encouraged to seek qualified instructors from within their own membership.

A. Clubs that engage the services of an individual or group must use Form CC-9, "Contract For Services" (Appendix I) to secure the terms of the agreement. When contracting for services, clubs should ensure that the individual or group is sufficiently skilled and experienced to provide the desired service, that terms are sufficiently detailed to ensure mutual understanding of the desired service, that club vs. contractor responsibilities are adequately defined, and that mutually agreed upon completion times, payment procedures and contract termination provisions are stipulated. Prior to approval, each contract must be reviewed by the Property Manager and/or Chartered Club Coordinating Representative to determine the applicability and extent of insurance coverage that should be required. Procedures for this assessment will be locally determined, with the primary assessment gauge being the potential liability risk to Developer entities and the Community Association. Note: Clubs are not permitted to engage a contractor to modify, alter, or otherwise repair Association facilities or equipment. If such action is desired, a written request should be forwarded to Association Management.

B. When contracting for personal services, such as an instructor, the contract should specify that the relationship (between club and contractor) neither intends, nor implies that an employer-employee relationship exists. In this regard, the club defines the services it desires, and the contractor determines the method and procedures for implementing that service. Specifically, the contractor determines course content, manner of instruction, refund allowances, and procedures for course control.

C. All fees generated by a contracted party are paid by the chartered club members to the club treasurer and deposited into the club account. As terms are defined, the treasurer makes payment to the contractor and documents the transaction accordingly in club financial records. Note: When establishing fees for contracted instruction, clubs should distinguish between a resident member and resident non-member rate. The non-member rate maintains that the Club makes classes available to the community at-large while encouraging non-members to join the club to receive the reduced rate. Clubs may set the non-member fees no more than fifteen percent (15%) higher than the contract calls for as a means of generating intrinsic revenue, and may retain the difference to support other club operating requirements. When establishing such a fee, the percentage to be retained and the rationale for the action must be disclosed to the general membership and recorded in the minutes of a membership meeting.

D. In publicizing instructional classes, clubs should ensure adequate promotion to allow all members an equitable opportunity to register. When a waiting list is established, members may not repeat classes until the waiting list has been exhausted. If a series of lessons is required to complete a course, clubs may allow participants to progress thru the entire lesson series. Instructional programs should be geared to all skill levels; i.e., beginner, intermediate, advanced.

E. An officer of a club may not be contracted by the club to which he/she belongs, unless it is determined by the club's executive board that another qualified and reasonably priced individual cannot be obtained. In such situations, the board's action must be officially recorded in board meeting minutes and reported to the general membership.

F. Private, individualized instruction in Association/club facilities (i.e.: piano lessons, personal training) is only permitted during times of low membership usage, or during times that do not preclude facility use by Association members. The Association Board, however, reserves the right to establish more restrictive policies on private instruction at a later date.

**4.3 Management Review:** As part of its overseer responsibilities, the Association may periodically request to review club financial records and related documents. Any attempts to delay, or disrupt such a review by club members may place the club's charter at risk.

**4.4 Insurance:** The Association maintains full policy coverage for all general membership activities and programs. However, some coverage is not extended to chartered clubs.

A. Property purchased by clubs becomes the property of the Association and is therefore covered under the Association's master policy, subject to the terms, conditions and limitations of that policy. All personal items used in club activities are not covered under the Association's policy, but may be defined in individual homeowner policies.

B. Liability exposure for club activities is also covered by the Association's master policy, subject to terms, et al.

C. Directors and Officers coverage is not extended to clubs, since club accounts are maintained separately from Association accounts, and are not considered to be under the direct supervision of Association officers or staff. In this same regard, club bank accounts are not covered under the Association's master policy.

**4.5 Resale Activities:**

A. General - As a non-profit corporation, the Association must protect its status by not overly portraying itself in a commercial image. However, as a convenience service to members and guests, resale operations related directly to the membership program may be permitted only at the discretion of the Association Board.

B. Supplies to Members - Clubs may sell supplies related to club purpose to its membership, and retain a reasonable return on investment to assist in club operations. Supplies may be displayed in club areas as a convenience to members, but should not be displayed to give the appearance that they are available to the general public.

C. Taxes - The Association has a responsibility to ensure that all required taxes are paid on items being sold by the Association, and properly reported.

**4.6 Club Dissolution:** If a club disbands, all club assets (monies and equipment) shall be transferred to the Association. If a club charter is revoked, and the group remains intact as a non-chartered club, all assets purchased for, or in behalf of that club will be transferred to the Association. In all situations, club-incurred debts must be satisfied by the club prior to final dissolution. The Chartered Club Coordinating Representative will assist clubs in all efforts relating to dissolution.

## CHAPTER FIVE

### FEES AND CHARGES

**5.1 Dues and Special Assessments:** A club's primary source of revenue is membership dues. Dues are set at an absolute minimum and only sufficient to cover basic operating requirements. Special assessments may not be levied in any chartered club without the approval of the Association's Board.

**5.2 Facility Use and Maintenance:** As noted previously, fees for the use of Association facilities are waived for chartered club regularly scheduled activities and one annual special event. Rental fees for the use of Association facilities are established by the Association Board and will be charged to clubs desiring use of a facility for special use.

A. If a club requires unusual or special requirements for the set-up/take-down of a facility, the Association reserves the right to charge that club for additional incurred expenses.

B. The Association will maintain an existing facility as to custodial service, routine repair & maintenance, and the cost of utilities. If a club desires "new work" to modify or alter an existing facility, and such work is approved by Association Management, the Association will arrange for the work and bill the club on a cost-recovery basis.

**5.3 Admission Fees:** Occasionally, a club may have a need to charge admission fees to a community presentation to offset related expenses. Clubs may retain a reasonable amount of revenue, above expenses, to assist in operating requirements. A room fee of 15% of gross ticket sales will also be charged by the Community Association to offset the cost of set-up fees and other custodial requirements.

**5.4 Commercial Activity:** When commercial activities are sponsored by the Association, or by a club, they are considered a membership program or service and a separate facility rental fee is not charged. Commercial activities that solicit the Association for a commercial presentation, and are not sponsored by a chartered club, may obtain facility space on an as-available basis only, and their use will not preempt regular membership activity. In these situations, Association Management evaluates the value of the program to the general membership and the Association Board approves/disapproves accordingly. If approved, a commercial rate is charged for the use of the facility.

**5.5 Club Contributions & Donations:** Club financial programs are developed to ensure basic self-sufficiency. With few exceptions, club income should not greatly exceed expenses (operating expenses and capital requirements), resulting in a net operating gain. Where revenues do exceed expenses, the net gain should be used to foster continued club growth and activity. Clubs who generate sizable net gains should be sensitive to this philosophy by allocating their excess to the club (first), the Association (second) and to local community service organizations (third).

**APPENDIX A**

**APPLICATION FOR CHARTER**

1. Date: May 12, 2008
2. Name of Club: River Pointe Men’s Club
3. Purpose of Club: Develop and enhance the quality of life for River Pointe residents through social and recreational activities. Support efforts of non-profitable organizations in the surrounding local communities.
4. Number of Persons Interested: Estimated 20
5. Frequency of Meetings and Regular Club Activity Times:
  - A. Meeting Frequency: Monthly
  - B. Meeting Time: 10 a.m.-12:30 p.m.
  - C. Day of Week: Second Wednesday of the month
6. Facility Space: Multi purpose room in The Retreat.
7. Financial Plan: Charge annual dues, and use them to offset the costs for morning meeting refreshments. No equipment purchases are anticipated.

Amount of Dues to Be Charged

Thirty dollars (\$30) per year for membership plus five dollars (\$5) per month for breakfast.

8. The proposed club is not a duplicate of any existing club.
9. Initial Club Leaders/This group will be considered the interim club executive board, until a full slate is proposed and elected by the membership. At a minimum, this group will include interim president, vice-president, and secretary-treasurer:

| <u>Position</u>     | <u>Name</u>   | <u>Association Member #</u> | <u>Telephone #</u> |
|---------------------|---------------|-----------------------------|--------------------|
| Interim President   |               |                             |                    |
| Interim V-President | Dom Mauro     |                             | 908-233-2184       |
| Interim Sec-Treas.  | John Purfield |                             | 732-408-0841       |

FORM CC-1, (May 12, 2008)

**APPENDIX B**

**INITIAL MEMBERSHIP ROSTER**

1. The names listed below represent the initial membership roster for the proposed River Pointe Men's Club.
2. The category of club is Non-Crafts.

| <u>Name</u>     | <u>Association Member #</u> | <u>Name</u>     | <u>Association Member #</u> |
|-----------------|-----------------------------|-----------------|-----------------------------|
|                 |                             | John Purfield   |                             |
| Bill Knapp      |                             | Bill Kline      |                             |
| Jeffrey Gelman  |                             | Art Ross        |                             |
| Bill Sullivan   |                             | Joe Bryce       |                             |
| Dom Mauro       |                             | Wayne Herrnkind |                             |
| Ralph Moschetta |                             | John Young      |                             |
| Rich Gallo      |                             | Don Pierce      |                             |
| James King      |                             | Tom Davis       |                             |

FORM CC-2, (May 12, 2008)

**APPENDIX C**  
**CLUB BY-LAWS**

**ARTICLE I - GENERAL**

**Section A.** The club shall be known as the River Pointe Men's Club (Club).

**Section B.** The purpose of the club is to develop and enhance the quality of life for River Pointe residents through social and recreational activities. Support efforts of non-profitable organizations in the surrounding local communities.

**Section C.** These by-laws willfully comply with the Association's Governing Documents (Documents), and Chartered Club Rules and Procedures (Rules). In the event of a conflict between these bylaws and the Documents, or Rules, the Documents or Rules will prevail.

**Section D.** This organization shall be operated as a non-profit association in accordance with applicable statutes and the Association's Documents.

**ARTICLE II - MEMBERSHIP**

**Section A.** Membership shall be open to all Association members in good standing without discrimination as to race, religion, color, ethnic culture, or national heritage.

**Section B.** There shall be no precondition for membership other than residency in the River Pointe community, nor will members be required to join any national, state, or regionally affiliated organization.

**Section C.** Each club member will be permitted to bring one non-member to a meeting. A guest will be permitted to attend a single meeting at no charge prior to membership enrollment.

**Definitions of a Guest:**

**Resident Guest** – All Association members are eligible to join a Chartered Club. Until they choose to do so, they are considered to be a resident guest.

**Non-Resident Guest** – All other individuals who are accompanied by an Association member, or otherwise sponsored by an Association member are considered non-resident guests.

**Developer Guest** – Developer employed Sales Associates and prospective homebuyers in the company of a Sales Associate are considered Developer Guests. Prospective homebuyers may also identify themselves with a Visitor Card for participation in Chartered Club activities.

**Section D.** Annual club dues shall be thirty dollars (\$30) plus five dollars (\$5) per monthly meeting. Non-resident guests and developer guests will be charged ten dollars (\$10) per meeting. A resident guest will be entitled to attend one monthly meeting without being charged.

### **ARTICLE III - OFFICERS / MEETINGS OF THE BOARD**

**Section A.** At a minimum, the executive board shall consist of a president, vice-president, and secretary-treasurer. All board members shall be nominated at the annual November meeting; elected by the general membership at the December meeting. Terms of office shall commence on January 1 of each calendar year. A term of office shall be for a minimum of one year, and not exceed three consecutive years on the board. Only members of good standing shall be allowed to vote. A vote will be conducted by voice. A quorum of twenty-five percent of members of good standing must be present for an election. Proxy voting will not be accepted. In the event an office shall become vacant prior to the expiration of a term, the Board of Directors shall elect a successor to fill the unexpired portion of the term. An officer may be removed from office for cause upon the affirmative vote of two-thirds of all members of the Board. General membership meetings shall be guided by Robert's Rules of Order. At least one Board member must be in attendance for a meeting to be official.

**Section B.** Duties of the Men's Club officers are as follows:

1. The **President** shall preside at all meetings of the Board of Directors and the membership; with the approval of the Board of Directors, appoint chairpersons and members of committees; have general supervision of club operations; upon approval of the board, cosign with the Secretary all contracts and other instruments of the Club; report at meetings to the Board of Directors and the membership; and perform such other tasks and duties which may be required for the full discharge of the office or which may, from time to time, be required by the Board of Directors.
2. The **Vice President** shall exercise all functions of the President in the absence of the President.
3. The **Secretary/Treasurer** shall issue notices of meetings of the membership and of the Board of Directors, as required by these by-laws; keep and report the minutes of all meetings; keep the club seal and maintain all official records of the Club; with the President, cosign all contracts and

other instruments; perform all other duties incident to the office or which, from time to time, may be required by the Board of Directors. The Treasurer shall: have custody of all funds and securities of the Club and deposit same in the name of the Club in such depositories as the Board of Directors may elect; sign all checks, drafts, and orders for the payment of money and issue same as directed by the Board of Directors; maintain current books and accounts showing receipts and expenditures of the Club, and upon reasonable request of any member of the Board of Directors, deliver the books and accounts of the Club for examination; and deliver an annual financial report to the Club membership.

#### **ARTICLE IV – FINANCIAL**

**Section A.** Any expenditures exceeding five hundred dollars (\$500) must be voted upon by the general membership.

**Section B.** Financial records shall be annually certified by a certified public accountant selected by the River Pointe Homeowners Community Association. The results of the certification will be presented to the general membership and duly recorded in the applicable minutes of the meeting at which presented. Financial records will be maintained by the Treasurer for seven (7) years.

#### **ARTICLE V - COMMITTEES**

**A. General.** All committees shall be appointed by the President with advice of the Board of Directors and shall be responsible to the Board; shall keep records of their deliberations and actions, which shall be available at any reasonable time for inspection by any member of the Board of Directors; and shall report their progress regularly to the Board of Directors and annually or upon request to the members. No person who is not a member of the Board of Directors shall act in the capacity of chairperson; provided however, this prohibition may be waived if the President, upon advice of the Board of Directors, shall find that the subject matter of a Committee's responsibilities requires expert knowledge not available from the Board membership.

**B. Standing Committees.** The following committees shall be standing, unless otherwise agreed to by the President and Board:

1. The **Publicity Committee** shall be responsible for community via community website and publication of a periodic newsletter and for informing the residents about Club activities and events.
2. The **Program Committee** shall be responsible for arranging programs for Club social events.
3. The **Educational Committee** shall be responsible for arranging regular dinner meetings of the Club and maintaining records of receipts and expenditures with regard thereto.

- 4. The **Membership Committee** shall be responsible for recruitment of new members, maintaining an information base on members, and for collecting annual dues.
- 5. The **Development Committee** shall be responsible for fund raising activities.
- 6. Ad Hoc committees may be appointed as needed to fulfill a specific limited time requirement, such as a special event, project or program

**ARTICLE VI - AMENDMENTS**

**Section A.** To amend the bylaws of this club requires a vote of the membership present at a meeting duly called for such purpose, a quorum being present and required notice being given.

**Section B.** Notice requirement and procedure will be conducted at the monthly general meeting. A voice vote will be conducted at the following monthly meeting; provided a quorum is in attendance.

**ARTICLE VII - DISSOLUTION**

Prior to club dissolution, and after all debts are satisfied, all property and assets shall be turned over to the Association.

**FOR THE CLUB:**

**FOR THE ASSOCIATION:**

\_\_\_\_\_  
Name/Signature

\_\_\_\_\_  
Name/Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX D**

**QUARTERLY PARTICIPATION REPORT**

1. Name of Club \_\_\_\_\_
2. Participation data for the month of \_\_\_\_\_
3. Participation:  
    No. of Members \_\_\_\_\_  
    No. of Guests \_\_\_\_\_  
    Total \_\_\_\_\_

\_\_\_\_\_  
Name/Signature of Club Official

\_\_\_\_\_  
Date

FORM CC-4

**APPENDIX E**

**NEW CLUB OFFICERS**

1. The following information is provided for the election appointment of new officers for the \_\_\_\_\_ club:

President:

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_

Vice President:

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_

Secretary:

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_

Treasurer:

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_

2. The effective term of office for the above named individuals is from \_\_\_\_\_ to \_\_\_\_\_.

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

**APPENDIX F**

**INCIDENT/ACCIDENT REPORT**

This report is required for any incident or accident occurring on Association property. As soon as the facts are known, the responsible facility monitor/club officer is required to complete this report. If a life-threatening injury or a fatality occurs, notify Association Management immediately.

1. Location of Incident \_\_\_\_\_
2. Date & Time of Incident \_\_\_\_\_
3. Person (s) Involved:  
Name \_\_\_\_\_ Address \_\_\_\_\_  
Name \_\_\_\_\_ Address \_\_\_\_\_
4. Facility Monitor on duty at time of incident:  
Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_
5. If club facility, please identify: \_\_\_\_\_
6. Details of Incident (Use separate paper if necessary) \_\_\_\_\_  
\_\_\_\_\_
7. Witnesses to Incident:  
Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_  
Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_
8. Emergency medical response:  
Provided by \_\_\_\_\_ Treatment administered at \_\_\_\_\_

Reported by:

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_  
Date & Time of Report \_\_\_\_\_

FORM CC-6

**APPENDIX G**

**ANNUAL CLUB SCHEDULE**

1. Name of Club \_\_\_\_\_

2. Regular Membership Meeting:

Annual ( ) Quarterly ( ) Monthly ( ) (Please Check One)

Facility Desired \_\_\_\_\_ Time Desired \_\_\_\_\_

3. Regular Club Activity:

Monthly ( ) Weekly ( ) Daily ( ) (Please Check One)

Other (Specify) \_\_\_\_\_

Facility Desired \_\_\_\_\_ Time Desired \_\_\_\_\_

4. Scheduled Special Events:

Type of Event \_\_\_\_\_

Facility Desired \_\_\_\_\_ Date Desired \_\_\_\_\_

Type of Event \_\_\_\_\_

Facility Desired \_\_\_\_\_ Date Desired \_\_\_\_\_

Type of Event \_\_\_\_\_

Facility Desired \_\_\_\_\_ Date Desired \_\_\_\_\_

---

Name/Signature of Club Official

Date Submitted

FORM CC-7

**APPENDIX H**

**ANNUAL FINANCIAL REPORT**

- 1. Name of Club \_\_\_\_\_
- 2. This financial report applies to the period \_\_\_\_\_ to \_\_\_\_\_.
- 3. Revenues:
  - Sale of Supplies to Members \_\_\_\_\_
  - Less: Cost of Sales \_\_\_\_\_
  - Gross Profit from Sales \_\_\_\_\_
  
  - Other Income:
    - Member Dues \_\_\_\_\_
    - Contributions/Donations \_\_\_\_\_
    - Class Registration Fees \_\_\_\_\_
    - Interest Income \_\_\_\_\_
    - Other (Specify): \_\_\_\_\_
  - Total Other Income \_\_\_\_\_
  - Total Revenues \_\_\_\_\_
- 4. Operating Expenses:
  - Non-Resale Supplies \_\_\_\_\_
  - Awards & Prizes \_\_\_\_\_
  - Entertainment \_\_\_\_\_
  - Contract Fees \_\_\_\_\_
  - Equipment Purchases \_\_\_\_\_
  - Maintenance \_\_\_\_\_
  - Other (Specify): \_\_\_\_\_
  - Total Operating Expenses \_\_\_\_\_
- 5. Net Gain/Loss:
  - Total Revenues \_\_\_\_\_
  - Less: Total Operating Expenses \_\_\_\_\_
  - Net Gain/Loss \_\_\_\_\_
- 6. If a net gain is shown, provide a brief explanation as to how that money will be used:  
\_\_\_\_\_

\_\_\_\_\_  
Name/Signature of Certifying Official

\_\_\_\_\_  
Date



**APPENDIX I**

**CONTRACT FOR SERVICES**

1. This contract is entered into between the \_\_\_\_\_ club ("Club"), and \_\_\_\_\_ ("Contractor"). Club wishes to engage Contractor for the following specific service: \_\_\_\_\_

2. Contractor agrees:
- a. To determine the manner, content, and hours of service to be performed, following coordination with Club officials.
  - b. To be responsible for any and all taxes, which may be incurred as a result of this agreement.
  - c. To carry personal liability insurance and, workman's compensation insurance.

3. Club agrees:
- a. To publicize and promote the activity of the Contractor to ensure widest dissemination among Club membership.
  - b. To provide fair and reasonable opportunity for all Club members to participate in Contractor service, and to register Club members accordingly.

4. This agreement shall begin on \_\_\_\_\_ and shall remain in effect until \_\_\_\_\_. Either party, without cause, may terminate the Contract with thirty (30) days written notification.

\_\_\_\_\_  
Name/Signature of Club Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name/Signature of Contractor

\_\_\_\_\_  
Date