

BYLAWS
of the
COLLEGE GREENS SWIM AND RACQUET CLUB, INC.

- I. NAME.** This corporation shall be known as the COLLEGE GREENS SWIM AND RACQUET CLUB, INC. (CGSRC), and it shall be incorporated under that name as a nonprofit corporation in accordance with the laws of the State of California. *(Revised 9/97)*
- II. CORPORATE POWERS.** The corporate powers of CGSRC shall be vested in a board of eight (8) directors who shall be members in good standing in CGSRC, and four (4) directors shall constitute a quorum for the transaction of business, except as noted elsewhere. *(Revised 9/97)*
- III. SEAL.** CGSRC shall have a common seal, consisting of a circle, having on it the words "COLLEGE GREENS SWIM AND RACQUET CLUB, INC." *(Revised 9/97)*
- IV. OFFICE.** CGSRC shall maintain its principle office in the County of Sacramento, State of California, but may have offices and transact business at such other places as the Board of Directors may from time to time appoint. *(Revised 9/97)*
- V. BOARD OF DIRECTORS.**
- A. The Board of Directors shall consist of eight (8) voting members and officers who shall be the President, Vice President, Secretary, Treasurer, Maintenance Director, Social Director, Membership Director and Marketing Director. At its discretion, the Board may appoint a non-voting member to assist the Maintenance Director. *(Revised 9/97)*
- B. The Board of Directors shall be elected at an annual meeting. Their term of office shall begin on January 1 following the election. Within a 15-day period following the election, the new Board shall meet to determine their respective offices.
- Vacancies in unexpired terms shall be filled by the Directors remaining in office, though less than a quorum, and such member so appointed shall hold office until the vacated term expires. For conducting business, the right of succession shall be Vice President, Secretary and Treasurer.
- C. Notwithstanding any provisions to the contrary in these Bylaws, there shall be held an annual meeting at which elections shall be conducted to fill positions on the Board. Directors shall be elected for a term of two years. Elections of Directors will be staggered, four on even years and four on odd years. *(Revised 9/97)*
- D. The Board shall conduct, manage, and control the affairs and business of CGSRC, and formulate, establish and print rules of conduct not inconsistent with the laws of the State of California, or these Bylaws. *(Revised 9/97)*

- E. The Board shall establish a finance committee consisting of the President, Vice President and Treasurer, which shall develop a budget for adoption by the Board and a year-end report for the Board's ratification in January of each year. *(Adopted 9/97)*

VI. DIRECTORS' DUTIES.

A. President. The President shall:

1. Preside at Board meetings.
 - a. Prepare agendas.
 - b. Request Board members to prepare presentations and carry out actions.
2. Handle complaints of inquiries concerning other members, vandalism, etc.
 - a. Call special meetings at which the Board will consider discipline concerning members.
 - b. Prepare correspondence concerning discipline.
3. Handle or delegate communications not defined as a responsibility of any other Board member.
4. Mediate disputes concerning officers' responsibilities.
5. Cosign checks.
6. Enforce all rules not the specific responsibility of other Board members.
7. Coordinate the establishment of a nominating committee.
8. Secure insurance policies for CGSRC as required. *(Revised 9/97)*
9. Serve on the finance committee. *(Adopted 9/97)*

B. Vice President. The Vice President shall:

1. Act in the capacity of President in his/her absence.
2. Oversee administrative activities of Pool Manager/guards.
 - a. Hire pool manager with concurrence of Board and hire guards.
 - b. Serve as liaison between Pool Manager and Board.
 - c. Seek Board decision or opinions concerning policy.

- d. Coordinate priorities and/or "gray-zone" activities with Maintenance Director.
- e. Inform Pool Manager of, and invite to, Board meetings.
- f. Review and approve Pool Manager/guards' time slips. *(Adopted 9/97)*
- g. Transmit guards' time slips from Pool Manager to Treasurer.
- h. Communicate with Membership Director and Pool Manager concerning suspended members and members delinquent in payment of dues. *(Revised 9/97)*
- i. Coordinate snack bar, including purchasing, inventory control, and reconciliation of funds. *(Adopted 9/97)*

- 3. Custodian of all keys.
- 4. Receive guest fees from Pool Manager. *(Adopted 9/97)*
- 5. Maintain and update policies and procedures manual. *(Adopted 9/97)*
- 6. Serve on the finance committee. *(Adopted 9/97)*

C. Secretary. The Secretary shall:

- 1. Prepare and keep minutes of meetings.
- 2. Prepare monthly bulletin by:
 - a. Requesting other members of Board to write inputs.
 - b. Typing.
 - c. Printing.
 - d. Mailing.
- 3. Assist Membership Director with preparation of Membership Directory.
- 4. Cosign checks. *(Revised 9/97)*

D. Social Director. The Social Director shall:

- 1. Coordinate rentals and all social functions. *(Revised 9/97)*
 - a. Book rental parties. *(Adopted 9/97)*
 - b. With assistance of the Board, appoint chairperson(s) for special events. *(Revised 9/97)*
 - c. Keep calendar of CGSRC up-to-date. *(Revised 9/97)*

- d. Coordinate with Pool Manager regarding all scheduled functions. *(Revised 9/97)*
- e. Ensure appropriate condition of facilities after functions. *(Revised 9/97)*
- f. Oversee contract, including enforcement of rules, cleanup/damage, and fee collection. *(Adopted 9/97)*

E. Maintenance Director: The Maintenance Director shall:

- 1. Be responsible for all scheduled and emergency maintenance. *(Revised 9/97)*
- 2. Oversee maintenance activities of Pool Manager/guards.
- 3. Coordinate with Vice President concerning pool management activities.
- 4. Serve as Board liaison with contracted pool supply companies relative to repairs and supplies.
- 5. Enter into necessary general maintenance contract. *(Revised 9/97)*

F. Treasurer: The Treasurer shall:

- 1. Maintain all CGSRC financial records. *(Revised 9/97)*
- 2. Coordinate with Secretary and Membership Director in matters pertaining to dues and printing of names of members delinquent in payment of dues. *(Revised 9/97)*
- 3. Maintain checking account and cosign checks.
- 4. Invest CGSRC monies with Board consent if adequate funds are available, and report to the Board. *(Revised 9/97)*
- 5. Pay all bills and salaries.
- 6. Coordinate with Vice President concerning payment of salary of Pool Manager/guards.
- 7. Coordinate with Membership Director regarding gate cards of delinquent members and new or inactive members.
- 8. Compensate and disburse funds to persons whose memberships have been sold.
- 9. Report to Board at each meeting.
- 10. Present budget recommendations and cash flow projections for consideration at General Membership meeting.

11. Coordinate with accountant.

12. Serve on the finance committee. *(Adopted 9/97)*

G. Membership Director. The Membership Director shall:

1. Maintain records of active and inactive members.
2. Sell memberships and coordinate with Treasurer regarding dues.
3. Tally dues payments and track delinquent members. *(Revised 9/97)*
4. Coordinate with all necessary parties concerning members delinquent in payment of dues. *(Revised 9/97)*
5. Maintain, revise and distribute membership directory annually with the assistance of the Secretary.

H. Market/Program Director. *(Revised 9/97)* The Market/Program Director shall:

1. Prepare short and long-range marketing plans.
2. Implement activities and programs in the marketing plan which pertains to marketing responsibilities.
 - a. Coordinate with Social Director to ensure marketing of CGSRC addressed at all rental and social functions. *(Revised 9/97)*
 - b. Coordinate with area merchants to ensure CGSRC visibility. *(Revised 9/97)*
3. Develop membership marketing proposals.
4. Advertise and promote availability of memberships. *(Adopted 9/97)*
5. Prepare and revise as necessary membership brochure(s).
6. Coordinate press and public relations activities. *(Revised 9/97)*
7. Survey membership as necessary and compile questionnaire results. *(Adopted 9/97)*
8. Serve as the Board liaison to the swim team and tennis program. *(Adopted 9/97)*
9. Develop and oversee CGSRC programs and activities, including volleyball, basketball, swim lessons and tennis activities. *(Adopted 9/97)*

VII. MEETINGS.

- A. Annual Meeting. CGSRC shall hold its annual election meeting on or before September 30th of each year at a time and place to be determined by the Board. *(Revised 9/97)*
- B. Notices. Notices, including agendas, of all meetings of CGSRC shall be mailed or transmitted to each member at least ten (10) days before such meeting. Such notices shall be publicly posted stating time and place of the meeting at least ten (10) days prior to holding such meeting, except in case of a special meeting where time is of the essence. *(Revised 9/97)*
- C. Quorum. At all meetings of CGSRC those members present and in good standing shall constitute a quorum. *(Revised 9/97)*
 1. Present means either in person or by proxy. *(Adopted 1/86)*
 2. Proxy means a written form, signed by the member granting the proxy, specifying approval or disapproval of each matter to be acted upon at the meeting for which the proxy is submitted. The member holding the proxy will have complete voting rights on all issues except as otherwise stated in writing on said proxy for the said meeting and/or any adjournment thereof. *(Revised 9/97)*
- D. Special Meetings. The Board shall call special meetings of CGSRC when they deem it necessary, and they shall call a special meeting at any time upon the written request of twenty-five percent (25%) of the members in good standing. These members may request such a meeting for the purpose of amending Bylaws, recalling Board members, or for any reason. For purposes of amending Bylaws and recalling Board members, procedures of Article XV shall be followed. *(Revised 9/97)*

VIII. MEMBERSHIP.

- A. Definitions. For the purposes of these Bylaws, the following words and phrases are defined as follows:
 1. Member. The adult homeowner(s) and/or the designee of the membership certificate. Minor children for which the adult homeowner(s) has financial and/or custodial responsibility and who live in the member's residence shall also have use of CGSRC facilities. The Board shall have full power and authority to determine the eligibility of any individual under this section. *(Revised 9/97)*
 2. Member in Good Standing. Members who are not delinquent in any financial obligation to CGSRC or whose membership privileges are not suspended. *(Revised 9/97)*

3. Guests. Any person who does not meet the above required definitions and who does not reside within the membership boundaries. (See Article VIII.H.4) *(Revised 9/97)*
 4. Multiple House Occupancy. In those cases of Multiple House Occupancy where a house is occupied by two or more unmarried adults, the membership certificate shall be held by one adult only. All other occupants shall be classified as guests and shall be entitled to a reduced rate upon proper application to the Board and submission of required proof of residence.
- B. Certificate of Membership. The certificate of membership shall be of such form and device as the Board may elect, and each certificate shall be signed by the President and the Membership Director. *(Revised 1/86)*
 - C. Boundaries. Membership in CGSRC shall be limited to adult homeowners, except as noted elsewhere in these Bylaws. *(Revised 9/97)*
 - D. Membership shall be limited to three hundred seven (307) in number.
 - E. Purchase Fee. The nonrefundable purchase price of the membership is two hundred and fifty dollars (\$250), or a price to be determined by a majority of the Board. *(Revised 1/86)*
 - F. Penalties.
 1. Members and/or those individuals entitled to use CGSRC facilities under that membership who circumvent the intent of the rules governing treatment of guests shall be warned by the Board. *(Revised 9/97)*
 2. A second offense shall result in a thirty (30) day suspension of the rights and privileges of membership including use of CGSRC facilities for the member and/or those individuals entitled to use CGSRC facilities under that membership. *(Revised 9/97)*
 3. A third offense shall result in the loss of rights and privileges of membership including use of CGSRC facilities for a period of six months during which time dues must be kept current. *(Revised 9/97)*
 - G. Membership Transfer. A member is entitled to assign and/or transfer membership only upon the following conditions:
 1. That the transferor is a member in good standing as of the date the transfer is to be effective.
 2. The transferee must be the purchaser of transferor's dwelling or the transferee is the member's son or daughter who meets the membership requirements.

3. The transfer shall be accepted upon application and receipt by the Membership Director, subject to revocation by the Board.
4. Said transfer shall not be final until shown on the books of CGSRC.
(Revised 9/97)

H. Limited Guest Privileges.

1. Guests shall pay a fee established by the Board for the use of the facilities.
2. Guests who are visiting a member household for more than seven (7) successive days, may be entitled to a reduced guest rate upon proper application and approval of the Membership Director. To qualify for consideration under this Article, said member must furnish proof that the guest is a bona fide resident of a community outside Sacramento County.
3. Anything to the contrary in these Bylaws notwithstanding, the Board, pursuant to such rules and regulations as it may adopt, may allow in its discretion limited guest privileges to anyone residing within the membership boundaries not otherwise entitled to use CGSRC facilities for a special event or occasion, a special party or group, and for a limited period of time as an inducement to non-member residents to become members. *(Revised 9/97)*
4. Members will be allowed to bring up to ten (10) guests at any time provided the guests do not live within that area of the City of Sacramento bounded by Folsom Boulevard on the south, Watt Avenue on the east, the boundary of the College Greens Subdivision as recorded in the official records of Sacramento County on the west, and the American River on the north. To bring more than ten (10) guests, prior approval of the Social Director shall be required. Any member attempting to bring guests who reside within the membership boundaries, except as provided in Article VIII.H.3, may lose their rights and privileges to CGSRC. *(Revised 9/97)*

- I. Inactive Membership. A member in good standing may inactivate the membership at any time by submitting a written request to the Membership Director. Inactive status shall become effective upon the date the request is received by the Membership Director. Once the membership becomes inactive all dues obligations shall cease, all membership privileges shall be suspended, and the membership will be placed on a list of memberships for sale. If the membership has not been sold: 1) It may be reactivated without penalty after the expiration of one calendar year; 2) It may be reactivated with payment of all back dues, including late fees prior to the expiration of one calendar year. *(Adopted 9/97)*

- J. Resignation. A member in good standing may resign at any time by submitting a written request to the Membership Director. The resignation shall become effective upon the date the request is received by the Membership Director. Those provisions of these Bylaws regarding the sale of membership certificates by CGSRC shall control any and all rights and duties of such resigning member. *(Revised 9/97)*
- K. No membership shall be assessable except as determined by a majority vote of the membership present at a general meeting.
- L. If the membership shall expire or terminate by reason of resignation or otherwise, or shall be declared forfeited as hereinabove provided, the membership shall become the sole property of CGSRC. *(Revised 9/97)*
- M. A membership cannot be mortgaged, hypothecated, or in any way encumbered, voluntarily, or involuntarily, by or against the holder.
- N. The foregoing provisions shall bind the heirs, personal representative, successors, permitted assignees or other transferees of the member's certificate and CGSRC respectively. *(Revised 9/97)*
- O. CGSRC's Repurchase of Membership. *(Revised 9/97)*
1. Any member may request that CGSRC repurchase his/her membership.
 - a. Memberships purchased from CGSRC prior to July 15, 1973, will be reimbursed the same amount that was paid to CGSRC for the membership.
 - b. Memberships purchased from CGSRC after July 15, 1973, will be reimbursed the amount that was paid for the membership less a fifty dollar (\$50) fee.
 - c. CGSRC will pay the member for the membership when it is resold.
 2. The Board may, within their absolute discretion, agree to repurchase said membership certificate if, and only if, the corporation has repaid any and all debts incurred originally for the purchase of the facilities constructed including the cost of land and improvements and if the Board concludes that such repurchase will cause no detrimental harm to CGSRC and sufficient funds are available to make said payment. *(Revised 9/97)*
 3. In the event the Board cannot agree to purchase said membership due to the fact that debts remain outstanding, the Board may agree with said member that the corporation will purchase said membership when said debt has been paid in full and sufficient funds are available.

4. If such agreement is consummated, the member will then turn over his/her membership certificate to the Board who shall hold said document until payment can be accomplished pursuant to the terms of these Bylaws. *(Revised 9/97)*
5. If more than one (1) member requests such repurchase by CGSRC, CGSRC will purchase that certificate first offered prior to purchasing any subsequent certificates offered. *(Revised 9/97)*

IX. DUES.

- A. The dues shall be fifty-five dollars (\$55) per month, payable in advance in installments of one hundred ten dollars (\$110) on April 1, May 1, June 1, July 1, August 1, and September 1 (collectively referred to as "Dues Receivable Months" or individually "Dues Receivable Month"). The amount of said dues may be increased or decreased in the same manner as the Bylaws may be amended. *(Revised 9/03)*
- B. Members paying dues on an annual basis, in advance, will receive the twelfth (12th) month of dues free. The Board members shall be exempt from dues while in office.
- C. All dues owed to CGSRC are due and payable as stated in Article IX.A above. *(Revised 9/97)*
 1. Failure to comply by the twenty-first (21st) day of each Dues Receivable Month, shall automatically add a ten percent (10%) penalty to the balance due.
 2. If payment is not received forty-five (45) days after its due date in accordance with Article IX.A hereof, privileges shall be suspended. The suspension shall remain in effect until full payment is made. *(Revised 9/97)*
 3. In the event payment is not fully made within seventy-five (75) days, the Board may at its option declare said membership forfeited by written notice mailed to the last known address of the holder as the name appears on the records of CGSRC. *(Revised 9/97)*
 4. In the event of membership forfeiture, all rights and privileges shall terminate. Forfeited memberships shall not be reinstated. In order for a previously forfeited member to purchase a new membership, all back dues up to the date of forfeiture, including late fees, and a new initiation fee must be paid. *(Adopted 9/97)*
- D. Each year member families shall pay a fifty dollar (\$50) fee to the CGSRC by Opening Day. The fee will be returned when three (3) hours of club labor or social obligation, per membership, has been fulfilled. On October 31st, if the commitment has not been fulfilled, the fee will be forfeited. Families that have

been members for at least ten (10) years and former CGSRC Board members would be exempt from this rule. *(Adopted 3/08)*

X. AFFILIATE ORGANIZATIONS. *(Adopted 9/97)*

- A. CGSRC may establish affiliate organizations, including but not limited to swim and tennis teams, under such conditions as may be determined by CGSRC, provided that membership in any such affiliate organizations shall be limited to active members and those individuals entitled to use CGSRC facilities under that membership.
- B. In the event that an affiliate organization is established, the affiliate organization must:
 - 1. Have separate written rules and regulations which have been preapproved by the Board of Directors. These rules and regulations shall not conflict in any manner with the Articles of Incorporation, Bylaws and Policies and Procedures of CGSRC.
 - 2. Obtain the ratification of the Board of Directors of any elected officers, employees and/or independent contractors.
 - 3. Develop and submit to the Board of Directors for its ratification an annual budget and year-end report.
 - 4. Maintain financial accounts and records, including taxes, separate from CGSRC.
 - 5. Obtain adequate insurance coverage.

XI. CHAPTERS. CGSRC may establish subordinate chapters in such places and under such conditions as may be determined by CGSRC. *(Revised 9/97)*

XII. CGSRC FINANCES.

- A. In the event CGSRC employs a full or part-time financial representative, he/she as well as the Treasurer, will be empowered to collect or receive initiation and membership fees, with the provision that an accounting of such collections be given the Treasurer on or about the tenth (10th) day of the succeeding month following such collections. *(Revised 9/97)*
- B. All persons who handle funds shall be bonded at CGSRC expense. *(Revised 9/97)*
- C. Bank accounts shall be maintained in the name of the COLLEGE GREENS SWIM AND RACQUET CLUB, INC. Withdrawals shall require the signature of any of the two (2) officers.
- D. A yearly financial statement will be presented to the membership at the annual meeting. The records and transactions of CGSRC are open to inspection to any

members in good standing. Upon the call of a majority of members in good standing, the Board of Directors will engage the services of external accountants to audit the transactions as represented in the yearly financial statement. *(Revised 9/97)*

XIII. LIQUOR SALES.

- A. No liquor shall be sold on CGSRC premises until such time as proper license shall have been obtained. *(Revised 9/97)*
- B. Any such consumption or service shall be subject to the rules and regulations established by the Board.

XIV. DISSOLUTION. In the event of dissolution of CGSRC, the assets are to be utilized and distributed as follows: *(Revised 9/97)*

- A. To pay all indebtedness of CGSRC outstanding at the time of dissolution. *(Revised 9/97)*
- B. To pay all expenses of liquidation.
- C. Distribute any balance remaining after items A and B above have been satisfied to members in good standing at the date of dissolution in shares.

XV. AMENDMENTS TO BYLAWS.

- A. These Bylaws may be revised or amended by a majority vote of those members in good standing present at a meeting designated for such action. *(Revised 9/97)*
- B. Written notice of such action shall have been given to each member in good standing of CGSRC at least ten (10) days prior to the date of said meeting. *(Revised 9/97)*
- C. In addition, notification to members of a meeting at which bylaw amendments to be considered will be posted on the bulletin board ten (10) days prior to the date of said meeting.

Amended March 20, 2008, at a duly-noticed General Membership Meeting.

Mark Ravera, President