

V. CLUBS AND ORGANIZATIONS

5.01 A. ORGANIZATION

A significant function of the Sun City Center Community Association, Inc. (CA) is to provide and manage recreational facilities for the benefit of its members. Appropriate Clubs may be formed to organize members desiring to use these facilities and to participate in such activities.

The CA President shall, annually, appoint a CA Director to administer and oversee Club affairs. He/she shall be designated the Club Liaison Director (CLD). An Assistant Club Liaison Director (ACL D) may also be appointed by the President of the CA Board to assist the CLD. The ACLD will function as the CLD in the CLD's absence. *(Amended 1/12/11)*

Members using the CA facilities must display their CA identification when accessing the facilities. Kings Point residents who are members of clubs and Freedom Plaza residents with access privileges must display their Kings Point Club Usage Card or Freedom Plaza Access Card when using the CA club facilities. *(Added 5/8/13)(Amended 12/11/19)*

Clubs desiring to utilize the CA facilities must officially "affiliate" with the CA. To do so, the following steps shall be followed.

1. Clubs may become an Affiliate of the CA, and may utilize CA facilities, only after affiliation has been officially approved by the CA Board.
2. Exhibit that they have sufficient leadership and resources to operate under the Club's Bylaws. An initial Club must have a minimum membership of ten (10) members, unless waived by the CLD. Decisions made by the CLD may be appealed to the CA Board. *(Amended 1/12/11)*
3. Submit a set of Bylaws (and Articles of Incorporation, Constitution, or other governing organizational documents, if appropriate) to the CA for approval. Such documents shall not be in conflict with any provision of the CA's Articles of Incorporation, CA Bylaws, State or Federal regulations, or any provision outlined in the CA Policy Manual. They shall include, as a minimum, the following:
 - a. Name of the Club
 - b. Purpose of the Club
 - c. Criteria for membership (see 5.01C)
 - d. Titles and Duties of Club Officers
 - e. Time and method of electing Officers
 - f. Term of office for Officers
 - g. Schedule of meetings and quorum requirements
 - h. Procedure for amending Bylaws
 - i. A statement that the Club will adhere to all CA rules and procedures
 - j. If a club is dissolved, dispensation of cash will go to another 501(c)(3) organization such as the CA.
 - k. Dues Policy *(Added 1/12/11)*
4. A "Removal of a Member" provision must be in the club Bylaws. (Exhibit 5.01.A)

5. All clubs that are dissolving must submit to a review by the CLD before dissolution is approved by the Board. *(Amended 12/11/19)*
6. Due to the nature of some SCCCA clubs, Club membership is required to use their dedicated club equipment. Clubs imposing this membership restriction shall identify all requirements for safety, and for equipment training and maintenance in their Club Bylaws. Requests for Club membership restriction must be submitted to the CLD for approval. The following signage must be placed at the front entrance of each affected club:

Due to the maintenance of this Club's equipment and for safety reasons, it is necessary that you be a member of this Club to use its equipment.

SCCCA Board of Directors
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7. The President and the majority of the Club Officers and the majority of the Club's Board must be CA members in good standing of the CA. *(Amended 5/9/18 to go into effect on January 1, 2019.)*
8. CA property will not be removed from the CA premises except for CA business with the approval of the Community Manager in concurrence with the Board President. *(Added 1/12/11)*

B. OPERATION

1. Clubs will, at all times, operate in accordance with Article II of the Articles of Incorporation of Sun City Center Community Association, Inc.
2. Under IRS Section 501(c)(3), there is an absolute prohibition against CA clubs using CA facilities for electioneering/campaigning activities. Electioneering/ campaigning is defined as an attempt to influence the election of someone to public office at the federal, state or county level. Such electioneering/ campaigning includes the publishing or distribution of statements or materials of a partisan nature, and speakers who favor or oppose one or more candidates for public office. *(Also see 6.01.A.1 – Political Activities)*
3. A copy of the Club's new or revised Bylaws shall be submitted to the CLD to be approved, signed and dated. The original to be put on file with a signed copy sent to the club for their record. The club must operate under the approved Bylaws. (A sample of suggested Bylaws is available in the CA office.) All clubs must have Bylaws on file at the CA office. *(Amended 1/12/11)*
4. All official club meetings and other organization meetings under the jurisdiction of the Community Association, except for national charter clubs and organizations, will be conducted under "The Standard Code of Parliamentary Procedure" by Alice Sturgis or "Roberts Rules of Order". *(Added 3/9/11)*

5. Clubs may charge a reasonable membership and/or initiation fee to cover Club expenses.
6. Clubs may engage in such fund-raising activities as the Club may determine appropriate and consistent with existing Florida Statutes and CA policies. *(Amended 2/9/11)*
 - a. No CA club will enter into a contract for a gambling fund-raiser without prior CA Board review and approval.
 - b. No CA club shall sponsor any game of chance (excluding Bingo, 50/50 drawings and raffles) for fund-raising for monies or prizes without prior CA Board review and approval. Under Florida Statute 849, gambling is not allowed on Community Association property.
7. An Association club, that sponsors an event or offers classes in which someone receives compensation or donations for conducting such an event or class using CA facilities, is subject to IRS employee taxation regulations and procedures.
 - a. The sponsoring club must account for the total amount collected and the amount paid to any service provider. If the total compensation paid (including donations) to an unincorporated provider exceeds \$600.00 per annum, the club must report this information to the unincorporated service provider and file with the IRS. Clubs who use unincorporated providers will obtain their own Tax Identification Number (TIN) and file IRS Form 1099-Misc. as appropriate. Assistance and forms are available from the Community Association Accounting Department.
 - b. Any club hiring an employee/consultant must sign a contract (see Exhibit 5.01.B) stating the time, duties, compensation/salary, social security number and method of payment with a copy sent to the CLD. This will be required to maintain compliance with our 501(c)(3) status.
 - c. A club's records are subject to review by the CLD. *(Amended 12/11/19)*
8. Clubs shall ensure the lights and music are turned off when closing the rooms.
9. No sale of alcoholic beverages may be permitted (F.S. 562.12). The cost of alcoholic beverages may not be included in the cost of event tickets. Alcoholic beverages supplied by individuals for personal consumption (BYOB) are allowed with the permission of the event's host. *(Amended 10/14/15)*

C. CRITERIA FOR MEMBERSHIP:

1. The 1984 Agreement requires that all CA members must be allowed the use of all CA facilities. Therefore, Clubs shall accept any CA member in good standing in the CA with their annual dues current who desires to join. This requirement may be waived by the CLD for any Club whose membership is limited by its national charter, heritage, home state, safety, physical restrictions or other considerations.

2. Clubs may, at the discretion of the Club, also admit as members persons who reside in Kings Point and have paid for the Kings Point club usage card annually. *(Amended 12-11-19)*
3. Employees of the CA who are not members of the Community Association may join clubs and organizations, if they are specifically requested to do so by the sponsoring club or organization. Employees may not join at the expense of Members. Employees will be responsible to pay any dues assessed. Community Manager permission is required prior to joining a club. *(Added 5/8/13)*
4. Authorized residents of Freedom Plaza will have access to all clubs with the same privileges as the members of the Community Association as long as the access agreement between Freedom Plaza and the Community Association remains in force and the annual user's fee is current. *(Added 5/8/13)*
5. Kings Point members may access CA Clubs subject to space availability and at the club's discretion for an annual fee of \$125.00 per person. This fee does not include usage of the Pools, Fitness Center or Library. This fee does not apply to tax-exempt 501(c)(3) organizations and National organizations. *(Amended 12/11/19)*
 - a. Club members with either a Kings Point Club Usage Card or Freedom Plaza Access Card may not bring a guest to club meetings. *(Amended 12/11/19)*
6. Waivers will no longer be granted. A guest pass may be purchased by a CA member for an accompanied guest to attend a recognized or CA affiliated function, if approved by the club. *(Amended 12/11/19)*
7. CA members shall, at all times, be granted preference in the use of facilities and participation in Club activities.
 - a. CA members shall replace non-CA members, if necessary, in the clubs without exception. Failure to do so shall be enforced by removing the club's use of space in the CA facilities. *(Added 8/10/16)*
 - b. No one may be grandfathered in a club. *(Added 8/10/16)*
7. In all cases, non-CA members participate at the pleasure of the club and their participation may be terminated at any time, without cause. A letter of termination will be issued by the Club President with a copy to the CLD. A pro-rated share of club dues may be reimbursed to the terminated individual(s) at the discretion of the club.
8. All CA members of a club must be in good standing in the CA with their annual dues current. *(Added 1/12/11)*
9. All clubs that are not their own 501(c)(3) organizations and wish to use trainers or instructors paid for by their members must collect the monies from the members using these services. The club will then pay the trainer or instructor by check less any reasonable fees and issue IRS Form 1099 as required. *(Added 12/14/16)*

10. Residents with blue picture cards residing for less than four (4) consecutive months will have full use of all CA facilities and membership in all clubs, at the discretion of the club, and where space is available. *(Added 1/9/19)*

D. OBLIGATIONS OF CA-AFFILIATED CLUBS

1. Clubs shall abide by these regulations and such others as may from time to time be promulgated. Failure to do so may require the CLD to take appropriate action, including withdrawal of its privilege of using CA facilities. In case of such disputes, the Club shall have the opportunity to present its viewpoint to the CA Board. The objective of any such meeting is to reach an amiable conclusion that is compatible with the community's welfare.
2. Each Club shall provide the CA with the following information by February 28 each year or such other time(s) as the CA may request. *(Amended 1/12/11)*
 - a. A list of current Club officers and members with their CA number. If a club has a non-CA member (Kings Point or Freedom Plaza), that information must also be included. Changes in Club officers shall be updated and given to the CA within 30 days.
 - b. A list of all furniture and/or other equipment, including donated items, stored on CA property. Such material will be covered by the CA's insurance.
 - c. All furniture and/or other equipment bought or donated is the property of the CA and must be disposed of according to CA policy.

E. NATIONAL AND 501(c)(3) ORGANIZATIONS *(Added 12/11/19)*

Effective January 1, 2020, any National or 501(c)(3) organizations will no longer have CA club affiliation status. They will be recognized as their own National or 501(c)(3) entity and be required to follow their National, State, County and/or IRS designations.

1. All National and 501(c)(3) organizations that presently use the CA facilities shall be governed as described in Policy VI. Facilities.
2. CA affiliated club status will not be available to any National or 501(c)(3) organization but those previously recognized as a club will remain in their current room reservation/special event system queue.
3. All National and 501(c)(3) organizations shall be required to submit a list of their members using CA facilities annually to the CA Club Liaison Director.
4. 501(c)(3) organizations may be recognized after submitting to the CA their certification by the IRS. It is agreed that their membership is not required to purchase the KP \$125.00 access card. A copy of the club's 990 tax return shall be submitted annually to the CLD.

5. All National and 501(c)(3) organizations that are given designated space within the CA facilities shall remain in said space with no changes made at this time. The Board does have the right to change said designations as they deem fit.
 6. All National and 501(c)(3) organizations shall maintain their own books and records in accordance to their legal guidelines with State, County and/or IRS regulations that support them.
 7. No new national organizations will be accepted.
- F.** Except as noted above, these policies may be changed and/or waived only by the CA Board of Directors.

EXHIBIT 5.01.A

Removal of a Member

Any member may be removed from membership in a Club for cause which a majority of the members consider sufficient. The following process must be pursued to accomplish the removal of a member.

- A. The Club member who recommends the removal of another member must submit the request in writing to the Executive Committee.
 1. The letter must clearly state the reason(s) for the proposed action.
 2. The letter must be signed by the member bringing the action.
 3. The letter must be endorsed and signed by at least two (2) other members of the Club.

- B. A member of the Club may be removed from membership for cause by majority vote of the members present at a duly constituted meeting of the Club. The member under consideration for removal must be notified of the time, place, and purpose of the meeting and must be allowed time to present an appeal to the members present prior to the vote. A removed member of the Club may, within 30 days of removal, request an appeal hearing to the Club Executive Committee for reinstatement of membership.

- C. After one year from the date of removal, the removed member may apply, by letter, to the Executive Committee for reinstatement. If approved by a majority vote of the Executive Committee, the reinstatement must also be approved by a majority of the members present at a duly constituted meeting of the Club. Any reinstatement of this nature shall be as new members.

EXHIBIT 5.01.B

AGREEMENT WITH INDEPENDENT CONSULTANT/INSTRUCTOR

This agreement between _____ known herein as the consultant and _____, known as the Club, describes their relationship and responsibilities.

Consultant's Identification (Tax Number/Social Security Number) _____

Date of Work to be performed _____ Time _____

Location of the work _____

Description of the work _____

Compensation _____

Insurance _____

Additional details may be incorporated in attachments to the above requirements.

1. The consultant agrees to conduct the performance of Work /Services described above in a workmanlike and professional manner and in conforming with all laws, rules, regulations, and codes of ethics binding upon or applicable to one doing the type of work or services provided for herein.
2. It is agreed between the parties that the Consultant shall be responsible for his/her Equipment, Transportation, Insurance and all of his/her expenses in connection with furnishing the work or services described above, and shall pay his/her own and his/her employees' F.I.C.A. and other taxes. As part of this Agreement, the consultant warrants that he/she has sufficient Workers Compensation Insurance in place to cover his/her employees working at the location and performing the work or services according to or in connection with Agreement if required by Florida Law.
3. It is distinctly understood and agreed that the consultant is not an employee, servant, or agent of the Club and SCC Community Association.
4. The Consultant is an independent contractor and agrees to abide by the rules and regulations of the Club and SCC Community Association and hold both harmless (Indemnify) for any personal loss or injury incurred while on SCC Community Association property.
5. The consultant agrees that this agreement may be canceled at any time by either party or the SCC Club Liaison Director with or without cause.

Club President

Consultant

Approval of Contract between above Consultant and SCC CA Club, SCC Recognized Organization 501(c)3, National Organization

Club Liaison Director

Date Approved
