

RECREATION CENTERS OF SUN CITY, INC.

BOARD/MEMBER EXCHANGE

Monday March 11, 2019 at 9:00am

Lakeview Center - Social Hall #3

AGENDA

- Call to Order President DeLano
- Pledge of Allegiance All
- President Comments President DeLano
- Member Comments
- **Motions: *To be voted on at the March 28, 2019 Board Meeting***
 - #1 – 2019 Grand PIF Project Treasurer Wilson
 - #2 – BP#7 – Bid Procedures and Contracts Secretary Graettinger
 - #3 – BP#10 – RCSC Rules and Regulations Director Van Ness
 - #4 – BP#12 – Chartered Clubs Director Schroeder
 - #5 – BP#14 – Posting of Signs and Distribution of Literature Director Akins
 - #6 – BP#17 – Golf Director Schroeder
 - #7 – BP#18 – Bowling Treasurer Wilson
 - #8 – BP#19 – Press and Media Director Hoffer
 - #9 – BP#25 – Food and Beverage Director Kennedy
 - #10 – Corporate Bylaws Vice President Lehrer
 - #11 – Board Policies Integrated into Bylaws & Other Board Policies Vice President Lehrer

- Next Meeting Dates

BOARD MEETING

Thursday – March 28, 2019

9:00am

Sundial Auditorium

BOARD MEETING

Monday – April 8, 2019

9:00am

Sundial Auditorium

- Adjourn

RECREATION CENTERS OF SUN CITY, INC.

BOARD OF DIRECTORS MOTION/RESOLUTION

Date of Meeting: March 28, 2019	Proposed by: Treasurer Wilson
----------------------------------------	--------------------------------------

I MOVE that the Grand Recreation Center, located at 10415 West Grand Avenue, Sun City, Arizona be completed in its entirety to include renovations to the current building and construction of an additional building.

FURTHERMORE I MOVE THAT a total of six million dollars (\$6,000,000) is allocated from the Preservation and Improvement Fund to this project.

Approved Defeated Postponed Withdrawn

RECREATION CENTERS OF SUN CITY, INC.

BOARD OF DIRECTORS MOTION/RESOLUTION

Date of Meeting: March 28, 2019	Proposed by: Secretary Graettinger
----------------------------------------	-------------------------------------------

I MOVE THAT Board Policy Resolution No. 7, titled Bid Procedures and Contracts as amended, be approved in its entirety and replace previous Board Policy Resolution No. 7 titled the same.

Note: Amendments shown as highlights with strikethrough for deletions (~~example~~) and highlights for additions (example).

Approved

Defeated

Postponed

Withdrawn

RECREATION CENTERS OF SUN CITY, INC.

BOARD POLICY RESOLUTION No. 7 (“BP 7”)

BID PROCEDURES & CONTRACTS

WHEREAS **Article V, Section 6.3** ~~Article IV, Section 7~~ of the Corporate Bylaws empowers the Board of Directors (“Board” or “Directors”) of the Recreation Centers of Sun City, Inc. (“RCSC” or “Corporation”) to adopt Policies (“BP” or “Policies”) not in conflict with the Restated Articles of Incorporation (“Articles”) or the Corporate Bylaws (“Bylaws”).

~~WHEREAS to minimize inconsistencies, misunderstandings and misinterpretations inherent in verbal instructions, rules and regulations, the Board of Directors has established Board Policies in written form. Such Policies shall be titled, numbered and indexed for easy reference and use.~~

WHEREAS the Articles and Bylaws shall take precedence over Board Policies and **the definitions in the Bylaws shall apply.** ~~that~~ The following Board Policy ~~on Code of Conduct and RCSC Rules and Regulations~~ shall provide instruction, direction and guidelines regarding such **Bid Procedures and Contracts** and shall remain in effect until such time it is amended or removed by the Board.

NOW, THEREFORE BE IT RESOLVED the Corporation shall adhere to the following policies regarding Bid Procedures **and Contracts**:

(With the integration of Board Policy Resolution 15 into this amendment of Board Policy 7, the markup of changes is limited only to those that change the intent or connotation of BP7 and/or integrated Board Policies and do not reflect all the specific changes made to accommodate the amalgamation of these Corporate Documents.)

Bidder Qualifications

1. Contractors pre-qualifying with RCSC shall submit for review by RCSC Management a resume containing trade specialty, years in business, five (5) largest contracts completed including final contract price, work performed, owner and Surety Company, if applicable. Contractor shall also provide copies of applicable licenses, copy of relevant surety bond(s) and certificates of insurance for all coverages.
2. All new pre-qualified contractors shall be submitted to the Bid Review and Approval Commission (“Bid Commission”) for approval.
3. Contractors that qualify with RCSC shall be notified in writing.

Requests for Proposal (“RFP”) and Bids

1. To protect RCSC from being inaccurately represented, the Building & Infrastructure Manager, engineer and/or architect shall prepare a RFP based on the project’s scope of work and cost estimate prepared by a project estimator, engineer and/or architect.
2. ~~Projects with an estimate of \$300,000 or greater shall be advertised in the daily Phoenix edition of Dodge Construction News for five (5) consecutive business days.~~
3. ~~To protect RCSC qualified bidders, information contained in a RCSC RFP (not advertised in the daily edition of Dodge Construction News) may not be released to any individual or business entity that has not pre-qualified with the RCSC.~~ **Contractors not pre-qualified must submit**

required qualification documentation with bid to be considered. Bids from contractors without qualification documentation will be considered non-conforming and will not be considered.

4. RCSC shall attempt to secure three (3) competitive bids from qualified contractors and/or vendors for each project and/or capital equipment purchase. If applicable, bids for individual trades may be requested for the project.
5. In the event three (3) competitive bids are not available or sought, a Contract Bid Waiver Form (BP7:CBW Form) shall be completed and submitted to the Bid Commission in lieu of a contractor bid analysis.
6. Contractors bidding on projects of ~~\$100,000~~ \$300,000 or greater shall submit with the bid proposal, a bid bond equal to 5% of bid plus a letter of bond ability from the surety issuing the bid bond.
7. Surety companies issuing the bid bond, and if so required, performance bond and labor and material supply bond, shall be listed on the United States Department of Treasury list of approved sureties with an A.M. Best rating of B or higher and a Class rating of XII or higher.
8. Management may include a project contingency of up to 10% of the bid proposal amount in the bid package for approval by the Bid Commission. Project contingencies may not be used for additions to scope without the approval of the Bid Commission and all uses of project contingencies must be reported to the Bid Commission at project completion.
9. In the event there is a difference between the lowest and second lowest or subsequent bidder of 10% or more and Management selects either the second lowest bidder or a higher bid, Management must include written justification for their decision within the bid packet.
10. For projects of ~~\$100,000~~ \$300,000 or greater, the Construction Management At Risk (CMAR) process may be utilized wherein the General Contractor is designated by RCSC Management and the Board of Directors. RCSC Management and the General Contractor will then review and assign all Sub-Contractors for the project.
11. If subsequent costs exceed the original estimate or price as stated in the bid proposal, the increased costs must be submitted on a Project Change Request form. If a Project Change Request cost increase is greater than 10% of the original bid, three (3) competitive bids must be secured. **Project Change Requests requiring competitive bids or result in costs exceeding those stated in the bid proposal must be submitted to the Bid Commission for review, approval and signature.** ~~Total cost of change and information as to from where the funds are to be made available must be on the change order. Change orders must be submitted to the Bid Commission for review, approval and signature.~~
12. Except for emergency situations, Management shall submit all bids over \$25,000 for Preservation and Improvement Fund (“PIF”) projects, Capital projects, and/or Repair & Maintenance projects to the Bid Commission for approval, signature and processing.
13. Management shall approve all bids for Capital or Repair & Maintenance projects under \$25,000 without the consent, review or approval by the Bid Commission, provided that such expenditure is within the annual budget that has been approved by the Board of Directors. Management will seek to secure three (3) competitive bids on projects of \$25,000 or less and will maintain record of such bids by project.

14. Where a specific contractor is preferred due to prior performance, specialized services or quality of work, Management may designate a preferred contractor provided a periodic review of their rates and services are/have been conducted to ensure competitive performance and industry pricing. Periodic reviews shall be completed within 18 months of the prior review with results maintained in the contractor file.

Contracts

1. Contracts greater than ~~\$25,000~~ **\$100,000** shall be on an American Institute of Architects (“AIA”) form currently in use when the contract is executed, or on an alternative form that has been approved by RCSC’s legal counsel.
2. For contracts less than \$100,000 Management shall attempt to use a standardized contract form that has been approved by RCSC’s legal counsel.
3. Contracts obligating RCSC for longer than 12 months must be signed by a Board Officer.
4. Contracts shall be awarded to the Contractor and/or Subcontractor within thirty (30) days of selection of the submitted bid by Management and the Bid Commission.

Surety Bonds

1. For contracts \$300,000 or greater, a Performance bond and Labor and Material Supply bond shall be delivered concurrently with the properly executed contract.
2. Bid bonds, Performance bonds, and Labor and Material Supply bonds, as required, shall be the AIA forms currently in use or on a form that conforms in language utilized by the AIA documents.
3. The cost of the surety bond or bonds shall be a line item in the bid submitted by the contractor of subcontractor for review by the Bid Commission.

Bid Review & Approval Commission

1. The President of the Corporation shall serve as Chair of the Bid Review & Approval Commission each year. The President in January of each year shall recommend to the Board three (3) or four (4) fellow Directors to serve with him/her on said Bid Commission for that calendar year. The Board of Directors shall approve the Directors who will serve with the President on the Bid Commission by majority vote.
2. The Bid Review & Approval Commission :
 - a. Reviews bids for Preservation and Improvement Fund (“PIF”) Projects, Capital projects and Repair & Maintenance projects with a value of \$25,000 or more.
 - b. Approves, by signing the disposition of all bids for Preservation and Improvement projects, Capital projects and Repair & Maintenance projects with a value of \$25,000 or more on behalf of the Board of Directors. In the absence of a member of the Commission, another Director may sign on their behalf.

Emergency Bid Procedures

1. Within 24 hours of the emergency, the Bid Review & Approval Commission shall be notified electronically in writing by Management of the existing emergency.

2. As soon as an estimated or firm price is established over \$25,000, a bid proposal packet is to be completed. The bid proposal must state from where the funds are to be taken. Copies of the RFP and bid proposal packet shall be approved and distributed in the usual manner.
3. Under emergency conditions where life-safety and property-preservation are at issue, Management, along with the President and/or Vice President of the Board, may authorize expenditures without soliciting three (3) bids from contractors or suppliers or submitting a bid packet for project approval.
4. Under emergency conditions where life-safety and property-preservation are at issue, Management, along with the President and/or Vice President of the Board, may review a contractor's qualifications and approve the contractor for bidding and completion of the project.

BE IF FURTHER RESOLVED that a copy of this resolution shall be posted on the RCSC website for Members and shall be made available to Members upon request at no cost.

Adopted and signed this 28th day of March, 2019 at a duly called Board meeting by a majority (5) of the Recreation Centers of Sun City, Inc. Board of Directors.

ATTEST:

Jerry DeLano, President

Diana Graettinger, Secretary

RECREATION CENTERS OF SUN CITY, INC.

BOARD OF DIRECTORS MOTION/RESOLUTION

Date of Meeting: March 28, 2019	Proposed by: Director Van Ness
----------------------------------------	---------------------------------------

I MOVE THAT Board Policy Resolution No. 10, titled RCSC Rules and Regulations as amended, be approved in its entirety and replace previous Board Policy Resolution No. 10 titled the same.

Note: Amendments shown as highlights with strikethrough for deletions (~~example~~) and highlights for additions (example).

Approved

Defeated

Postponed

Withdrawn

RECREATION CENTERS OF SUN CITY, INC.

BOARD POLICY RESOLUTION No. 10 (“BP 10”)

CODE OF CONDUCT & RCSC RULES and REGULATIONS

WHEREAS ~~Article IV, Section 7~~ **Article V, Section 6.3** of the Corporate Bylaws empowers the Board of Directors (“Board” or “Directors”) of the Recreation Centers of Sun City, Inc. (“RCSC” or “Corporation”) to adopt Policies (“BP” or “Policies”) not in conflict with the Restated Articles of Incorporation (“Articles”) or the Corporate Bylaws (“Bylaws”).

~~WHEREAS to minimize inconsistencies, misunderstandings and misinterpretations inherent in verbal instructions, rules and regulations, the Board of Directors has established Board Policies in written form. Such Policies shall be titled, numbered and indexed for easy reference and use.~~

WHEREAS the Articles and Bylaws shall take precedence over Board Policies and **the definitions in the Bylaws shall apply.** ~~that~~ The following Board Policy ~~on Code of Conduct and RCSC Rules and Regulations~~ shall provide instruction, direction and guidelines regarding **such RCSC Rules & Regulations** and shall remain in effect until such time it is amended or removed by the Board.

NOW, THEREFORE BE IT RESOLVED the Corporation shall adhere to the following **policies regarding** ~~Code of Conduct and RCSC Rules and Regulations~~ **policy:**

(With the integration of portions of the Bylaws and Board Policy Resolutions 11, 23 and 26 into this amendment of Board Policy 10, the markup of changes is limited only to those that change the intent or connotation of BP10 and/or integrated Board Policies and do not reflect all the specific changes made to accommodate the amalgamation of these Corporate Documents.)

The following constitutes ~~the Cardholders and Guests Code of Conduct and RCSC Rules & Regulations for use of RCSC Facilities by~~ **Member and Privilege** Cardholders **(hereinafter referred to as “Cardholder(s))** and their guests. Cardholders who fail to comply may temporarily or permanently have their Cardholder Privileges suspended ~~as determined by the Board of Directors.~~ Anyone can report a person or persons failing to comply with RCSC Rules and Regulations by completing an **Incident Report Form**, obtained from any Facility Attendant, on the website (www.suncityaz.org) or at the Corporate Office.

Code of Conduct

1. Cardholders and guests must not jeopardize or interfere with the rights and privileges of others. Any Cardholder whose conduct is unbecoming or who breaks any RCSC rule or regulation is subject to disciplinary action. Cardholders are responsible for the conduct of their guests.
2. Cardholders and guests will refrain from loud, profane, indecent or abusive language.
3. Cardholders and guests will not harass or abuse, verbally or physically, any other person.
4. Cardholders and guests will not compromise the safety of others. Cardholders and guests will obey all safety rules and will refrain from any and all unsafe activities.
5. Cardholders will not reprimand or discipline any RCSC employee or interfere in the management of RCSC. Comments and complaints ~~must~~ **may** be submitted in writing and dropped into comment card boxes located throughout RCSC Facilities **or reported to Management.**

Use and Rental of RCSC Facilities *(BP11 integrated)*

Cardholders in good standing and their invited guests must present a Member or Privilege Card and/or Guest Pass/Host Punch Card and sign in for all planned activities to gain access to RCSC Facilities for themselves and their guests, except for golf and bowling where a Guest Pass or Host Punch Card is not required. Guests accessing RCSC Facilities with a Guest Pass/Host Punch Card may be required to show a valid driver's license to verify identity and residence. Cardholders in good standing and their invited guests may use RCSC golf and bowling facilities by presenting a Member or Privilege card **and paying the appropriate fees**. Cardholders will be held responsible for any damage to RCSC Facilities caused by the Cardholder or their guests. Cardholders are prohibited from profiting financially by charging guests for the use of RCSC Facilities. A Cardholder who failed to sign in prior to use of RCSC Facilities may be subject to ~~temporary or permanent suspension of all Cardholder Privileges, including denial of use of any or all RCSC facilities, as determined by the Board of Directors.~~

1. The Board and/or Management reserves the right to deny use of RCSC Facilities to any individual or organization with or without cause.
2. RCSC Facilities are unsupervised and Cardholder and guest use is at their own risk. It is advised that users consult a physician before starting any activity.
3. All users must wear appropriate, modest attire suitable to the activity in which they are participating or attending. Clothing with offensive language or design is not permitted. Swim attire is only permitted in aquatic facilities.
4. Except where specifically stated otherwise, anyone using RCSC Facilities with open sores, wounds, skin irritations, or any other such abnormal condition must have them completely enclosed in bandages.
5. The discretion of what is deemed appropriate shall be left to the judgment of RCSC personnel regarding safety, sanitation, clothing, footwear and interpretation of any and all rules and regulations.
6. Personal trainers or instructors, other than those contracted for or provided by RCSC or Chartered Clubs, are not allowed.
7. Groups of ten (10) or more who desire to use RCSC Facilities, **excluding golf courses or bowling centers**, must submit to the Corporate Office their request for approval in writing thirty (30) days prior to the use date. The request will be reviewed and the party informed whether approved.
8. Specific purposes for requested use of RCSC Facilities should be identified in the [Request for Use of RCSC Facilities Form](#) which must be submitted for review and approval to the Clubs and/or Activities Office no less than thirty (30) days prior to the event or use. Cardholders and Chartered Clubs shall receive priority over other requests.
9. RCSC shall require evidence of insurance or other permits as required.
10. Free usage, other than RCSC Organizations, will be based on whether such is of benefit to RCSC and its Cardholders at the discretion of the Board or Management.
11. Any activity, event, gathering or assembly by any group other than RCSC Organizations, whether free or paid rental, shall be pre-approved by the Board or Management.
12. Unless pre-approved by the Board, RCSC Facilities shall not be used for fund raising except for the purpose of raising funds for **the Sun City Foundation**, Chartered Clubs or golf associations affiliated with RCSC golf courses.

13. Unless pre-approved by the Board, RCSC Facilities shall not be used for religious organizations, ceremonies or events except for the annual Sunrise Easter Service at the Sun Bowl amphitheater.
14. Unless pre-approved by the Board, RCSC Facilities shall not be used for political campaigns, ceremonies or events except at regularly scheduled meetings of the Chartered Democratic or Republican Clubs which are open to Chartered Club members and their escorted guests only.
15. Use of RCSC Facilities that involves business being conducted by anyone other than RCSC Organizations, such as: sales of any products, fees for seminars or instructional classes, or any other income producing venue to the user of RCSC Facilities, must be completely and thoroughly revealed by the user and pre-approved by the Board or Management. Sales may be subject to a percentage payable to RCSC.
16. Fees for use of RCSC Facilities shall be determined by the Board or Management. Even if sponsored by Cardholders or RCSC Organizations, Non-Cardholder rates may apply as determined by the Board or Management. Rental of RCSC Facilities in conjunction with golf tournaments on RCSC golf courses shall be at the Cardholder rate. Rental of RCSC Facilities by full-time RCSC personnel shall be at the Cardholder rate.
17. RCSC game/competitive play facilities, including but not limited to: mini golf, table tennis, tennis, racquetball/handball, shuffleboard, billiards, lawn bowling, bocce, pickleball, and competitive swimming may be rented to outside organizations as pre-approved by the Board or Management for a competitive event so long as Cardholders are allowed to participate in the event.
18. Any organization that wishes to use RCSC Facilities to freely donate their services to Cardholders (i.e. free tax preparation, Sun City Posse, Sun City PRIDES, free inoculations) may be allowed to do so with pre-approval by the Board or Management.
19. Any organization that wishes to use RCSC Facilities to inform, educate, or advise Cardholders (i.e. Sun City Homeowners Association, Sun City Community Assistance Network, Red Cross, AARP Education Programs) may be given reduced fees or free use as determined by the Board or Management.
20. All publicity and advertising regarding an activity, event, gathering or assembly at RCSC Facilities shall be pre-approved by Management or RCSC's Communication and Marketing Coordinator. Posting of such on RCSC bulletin boards, website, social media, newsletter or any RCSC Facilities shall be pre-approved by Management or RCSC's Communication and Marketing Coordinator.
21. Failure to leave RCSC Facilities in a reasonably clean and damage-free state shall result in additional fees to the user to cover cleaning and repairs as determined by Management. In an attempt to assure such fees shall be paid, a deposit may be taken for each function. Deposit amounts required for each facility shall be determined by the Board or Management.

Smoking *(Integrated from Bylaws)*

Smoking, including electronic cigarettes and vaping devices, shall be prohibited and banned inside all RCSC buildings. Smoking, including electronic cigarettes and vaping devices, is allowed in designated smoking areas only and per federal, state and local laws.

Firearms and Deadly Weapons *(BP23 integrated)*

Firearms or other deadly weapons are not permitted at any RCSC Facilities except for those authorized to carry weapons as a member of law enforcement or security services. Anyone with a

Concealed Weapons Permit is not permitted to enter or remain at RCSC Facilities with a firearm or other deadly weapon. Deadly weapons include, but are not limited to, guns, knives over four (4) inches in length, blackjacks, or any weapons capable of inflicting injury or causing death. Any Cardholder who violates this policy shall be subject to immediate suspension.

Drones

Unmanned aerial systems (UAS) also known as drones, to include all unmanned aircraft systems whether registered or toy, are not allowed to be flown on, flown over, or land on RCSC Facilities unless specifically contracted to do so by RCSC.

Household Pets and Service Animals (also see Dog Parks) (BP26 integrated)

1. Pets are not allowed at any RCSC Facilities, including but not limited to all buildings, golf courses, grounds, parking lots, except for dogs at RCSC dog parks, Best Friends Dog Club and/or dogs trained as service animals.
2. For RCSC Dog Parks, refer to the Dog Park(s) section in this policy.
3. The Best Friends Dog Club members, guests, instructors may bring their dogs for training, classes and events in the fenced area designated for such (must remain confined to this area) at the Fairway Recreation Center.
4. When dogs are present at RCSC dog parks and Best Friends Dog Club, they must adhere to the following:
 - a. Dog owners must follow Maricopa County Animal Care and Control regulations and the Corporate Documents.
 - b. Dogs must be licensed and wear dog tags at all time.
 - c. Dogs must be on a leash not to exceed six (6) feet in length (unless in off-leash area) and directly under the dog owner's or handler's control. In off-leash area, dog owner or handler must have in their possession a dog leash of not more than six (6) feet in length and be of sufficient strength to control said dog.
 - d. If a dog bites a person, the incident shall be reported to Maricopa County Animal Care and Control immediately by the person(s) having direct knowledge of the incident who shall also complete an [Incident Report Form](#) and submit it to the Corporate Office.
 - e. If a dog causes damage to RCSC Facilities, the incident shall be reported immediately by the person(s) having direct knowledge of the incident who shall also complete an [Incident Report Form](#) and submit it to the Corporate Office.
 - f. Injury to any person or animal or damage to any property by a dog shall be the full responsibility of the dog owner and/or person(s) responsible for the dog when the injury or damage occurred.
5. Dogs trained as service animals are allowed at RCSC Facilities. A service animal is a dog that is individually trained to do work or perform tasks for a person with a disability. Service animals are working animals, not pets. The work or task a dog has been trained to provide must be directly related to the person's disability. Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals (often referred to as "emotional support animals" or "therapy animals"). Service animals must meet the requirements of Maricopa County Animal Care and Control and the following:
 - a. Must be licensed and wear a dog tag at all times.
 - b. Must be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices. In

that case, the individual must maintain control of the animal through voice, signal, or other effective controls.

- c. A person with a disability may be asked to remove his/her service animal from the premises if: (i) the dog is out of control and the handler does not take effective action to control it or (ii) the dog is not housebroken.
- d. If a dog bites a person, the incident shall be reported to Maricopa County Animal Care and Control immediately by the person(s) having direct knowledge of the incident who shall also complete an [Incident Report Form](#) and submit it to the Corporate Office.
- e. Injury to any person or animal or damage to any property by a dog shall be the full responsibility of the dog owner and/or person(s) responsible for the dog when the injury or damage occurs.

Minimum Age Requirements for Guests

All guests 18 years of age and younger must be accompanied by an adult 19 years of age or older (hereinafter referred to as “an adult”) at all times while on at RCSC Facilities property.

Children ages 4 to 15 may use swimming pools during designated children’s hours only and must be accompanied by an adult. Proof of age (birth certificate, copies or pictures are permissible) must be presented at the time of entry for children under the age of six (6). Children ages 4 through 7 must have a supervising adult in the water with them at all times. Infants or children under the age of 4 years are not allowed inside any fenced and/or walled pool or spa area at any time. Guests 16 years of age or older may use pools, except Bell and Sundial, during regular hours but must be accompanied by an adult. No one under 18 years of age is permitted in Bell or Sundial pools.

<u>ACTIVITY</u>	<u>MINIMUM AGE</u>
Basketball	8
Billiards/Snooker	14
Boating	6
Bocce	8
Bowling	4
Darts	8
Fitness Centers <i>(minimum age for Bell & Sundial Fitness is 18 years old)</i>	14
Golf - practice facilities, driving range	8
Golf - Regulation Courses	12
Golf - Executive Courses after 1pm	8
Horseshoes	12
Lawn Bowling	16
Miniature Golf	6
Pickleball	8
Racquetball/Handball	8
Shuffleboard	8
Spas <i>(minimum age for Bell & Sundial Fitness is 18 years old)</i>	16
Swimming Pools <i>(minimum age for Bell & Sundial Fitness is 18 years old)</i>	4*

Table Tennis	8
Tennis	8
Track - Indoors	14
Track - Outdoors	8

* Proof of age (birth certificate, **copies or pictures are permissible**) must be presented at the time of entry to swimming pools for children under the age of six (6).

Cardholders who misrepresent their guest’s age or provide their Member or Privilege card for others to use shall be subject to ~~temporary or permanent~~ suspension of ~~all~~ Cardholder Privileges, ~~including denial of use of any or all RCSC facilities,~~ as determined by the Board.

Aquatic Facilities (Pools and Spas)

~~Pool heaters are set to maintain water temperature at 84 to 85 degrees in non-summer months. The Sundial warm water pool heaters are set to maintain water temperature at 92 degrees. Spa heaters are set to maintain water temperatures of 102 to 104 degrees. Fairway, Oakmont, Marinette and Sundial pools have special accommodations for handicapped persons. See Minimum Age Requirements for Guests section for aquatic facilities age restrictions.~~

1. No lifeguard on duty, users shall do so at their own risk.
2. Cardholders and their guests must observe posted Maricopa Health Department Rules and Regulations. ~~Persons with bandages, open sores, infections or a communicable disease are prohibited from using aquatic facilities. No personal grooming is allowed in pools, spas or surrounding areas.~~
3. Eating or drinking is not permitted in or within 4 feet of a pool or spa excluding clear water in manufacturer’s original plastic container with cap. Glass containers, chewing gum and alcoholic beverages are not permitted.
4. Showers are required directly before entering all aquatic facilities. Showering after using aquatic facilities is highly recommended to remove any residual chemicals and minerals.
5. Persons with bandages, open sores, infections or a communicable disease are prohibited from using aquatic facilities. No personal grooming is allowed in pools, spas or surrounding areas.
6. During rain, thunder and lightning storms or other inclement conditions, RCSC personnel may clear and close outdoor pools until such conditions pass. RCSC is not responsible for monitoring weather conditions. Each person should immediately exit the aquatic facilities if lightning is observed or thunder is heard.
7. All motorized wheelchairs and scooters are to remain at least 5 feet from the swimming pool or spa edge at all times.
8. Sitting or lounging on spa or pool steps is not permitted.
9. Lane ropes, ramps, and stair rails are to be used to assist and guide pool users only. Lane ropes are not designed to support a person’s body weight.
10. Respect lap swimmers by not sitting, standing or walking in the lanes designated for lap swimming.
11. Diving is not allowed in posted “no diving” areas or spas.
12. Running and horseplay is not permitted.
13. Appropriate, modest swim attire must be worn. Cut-offs are not permitted. Aqua shoes, or shoes compatible with walking in water, are the only footwear approved for use. Such shoes

are to be worn only in the pool and spa areas and shall not be worn as street shoes or outside the area.

14. Swimming pool gear, including floatation devices, may not extend more than two (2) feet from the swimmer and must be within the control of the swimmer at all times. Items that are not permitted include, but are not limited to; balls, Frisbees, rafts, water guns and any metallic items. Swimmers may be asked to remove swimming gear from the pool area if their use of such negatively affects other users or RCSC Facilities.

Billiards/Snooker

No food or drink of any kind is permitted within the billiards/pool/snooker area.

Boating

Arizona boating laws and regulations apply for Viewpoint Lake. Each occupant is to have a USCG life preserver on board and any occupant under the age of 13 must wear a properly secured life preserver at all times. Boats shall not exceed 16 feet in length with a maximum of a 10 horse power motor. Paddle and row boats are available to Cardholders and their invited guests through the Lakeview Mini Golf Facility Attendant at no charge **in addition to the Daily Guest Fee**. Users must comply with specific rules posted at Lakeview Mini Golf Facility Attendant Station for use of RCSC boats. Use of RCSC boats are at the user's own risk.

In an effort to prevent Golden Algae and Quagga Mussels, incoming watercraft, motors, trailers, fishing equipment and oars are to be clean and disinfected with a solution of one part bleach to ten parts water prior to being placed in Viewpoint Lake. Boats and trailers being transferred from other lakes should be disinfected and allowed to dry a minimum of 72 hours before being placed in Viewpoint Lake. Launch ramp gate shall be locked at all times. See Lakeview Mini Golf Facility Attendant Station or call 623-561-4676 for access.

1. No wakes allowed.
2. No jet skis, towables, fishing float tubes or waders, or any other floatation device unless USCG approved and labeled.
3. Mushroom or ball anchors only.
4. No docking against the lake's edge.
5. Model boat use (electric or wind-powered) allowed by RCSC Cardholders who assume responsibility for keeping model boats clear of watercraft and those fishing. **No model boat use at or near boat dock or boat launch.**

Bocce

Only clear water in unbreakable plastic or metal beverage containers with cap are permitted around playing surfaces.

Bowling (see *Board Policy No. 18*) (*Moved to BP18*)

Dog Park(s) (also see *Household Pets and Service Animals*)

Dog park(s) owned and operated by RCSC ("Park") are unmonitored facilities and users are at their own risk. In order to keep the Park clean and enjoyable for all who use them and the neighboring properties, the following rules must be followed:

1. Dogs must be vaccinated and licensed with Maricopa County license tag attached to a collar or harness which shall be worn at all times. No more than 3 dogs are allowed per owner/handler at any one time. Puppies under 4 months of age are prohibited. Female dogs in heat are strictly prohibited. Children under 12 must be accompanied by an adult. Small children and infants

must be kept under strict supervision and not allowed to run in the area or chase after dogs.

2. ~~As per Maricopa County Ordinance No. 13,~~ All dogs must be restrained by leash, ~~chain, rope, or cord~~ of not more than 6 feet and of sufficient strength to control action of said dog during entrance and exit of the Park and in the surrounding areas outside of the Park. Dogs may run off leash while inside the Park.
3. Dogs may not be fed, given treats, or given anything to chew while in the Park, during entrance or exit, or in the area surrounding the Park.
4. Owners/handlers must be present in the Park at all times that their dogs are in the Park. Owners/handlers shall closely supervise and control their dogs. Dogs must be under voice control of their owners/handlers at all times. Owners/handlers must immediately clean up after their dogs and properly dispose of waste. Owners/handlers must stop their dogs from digging and immediately fill any holes dug.
5. Owners/handlers shall be responsible for all actions and activities of their dogs. Aggressive dog behavior is not permitted. At the first sign of aggression, dog will be leashed immediately and removed if behavior is not corrected. RCSC is not responsible for injuries to dogs, their owners/handlers, or others at the Park.
6. If a dog bites a person, the incident shall be reported to Maricopa County Animal Care and Control immediately by the person(s) having direct knowledge of the incident who shall also complete an [Incident Report Form](#) and submit it to the Corporate Office.
7. If a dog causes damage to RCSC Facilities, the incident shall be reported immediately by the person(s) having direct knowledge of the incident who shall also complete an [Incident Report Form](#) and submit it to the Corporate Office.
8. ~~As per Maricopa County Ordinance No. 6,~~ It is unlawful for any person having custody or control of a dog in Maricopa County to permit that dog to bark excessively. Owners/handlers must quiet dogs barking excessively or leave the Park.

Events & Entertainment

Non-ticketed, free RCSC events and entertainment may require Cardholders to show their Member or Privilege card with photo (*key fob cards not accepted*) to gain entry for themselves and their escorted guests. All guests 18 years of age and younger must be accompanied by an adult and all children under the age of 12 must be under adult supervision at all times. Running, yelling, jumping or disrupting others or the performance is unacceptable and those in violation may be asked to leave the event. If the show/performance is a ticketed event, everyone, including children, must have a ticket.

1. It is recommended that attendees bring their own lawn chair or blanket to the Sun Bowl outdoor open-air amphitheater. All seating is on a first-come first-served basis. Early reservation of vacated seating space is not allowed. To ensure safety, sitting on the walls or congregating at the stairwells is strictly prohibited. Chairs on the Sun Bowl's concrete dance floor area are reserved for the physically challenged and attendees escorted to the event on community buses.
2. All attendees are asked to refrain from talking during the performance. Use of cell phones is prohibited during performances, except for pictures or as lights, and must be in silence mode.
3. Smoking, including electronic cigarettes and vaping devices, is prohibited in the Sun Bowl open-air amphitheater and the breezeway of the Sundial Recreation Center. Smoking, including electronic cigarettes and vaping devices, is allowed in designated smoking areas only and per federal, state and local laws.

Fishing

Viewpoint Lake is private water; no state fishing license is required. Fishing may occur from dawn to dusk with **two poles or lines simultaneously** ~~one pole per person and two hooks maximum.~~ **In no case are more than two lines and/or two hooks allowed to be used at the same time.** No unattended fishing poles or lines are allowed. Fishing from shore is allowed from all common areas, except the RCSC boat dock area and if designated otherwise by “No Fishing” signs. Fishing from a boat should not occur closer than 25 feet from the shoreline or any dock, the screen outlet near Cameo Bridge or any other boat. Hooks caught on boats, property or other objects shall not be jerked or pulled; cut the line and tie to the object hooked and inform owner if property damage is involved.

Daily Fish Limit Allowed:

Largemouth Bass	1 bass, 13 inch minimum length
Catfish / Trout	3 fish (any combination)
Bluegill / Sunfish / Common Carp	5 fish (any combination)
White Amur (grass carp).....	Catch & Release Only

Fitness Centers

1. Refer to equipment placards or ask RCSC personnel for equipment operating instructions.
2. Only clear water in unbreakable plastic or metal beverage containers with cap are permitted.
3. Persons using fitness equipment that is provided with an automatic safety shutoff device must properly use the device; i.e. safety shut off line on treadmill must be attached to user.
4. Users must sign in as required for fitness equipment with potential limited (*30 minutes*) use.
5. Muscle shirts, half shirts, uncovered sports bras and swim suits are not permitted. Rubber soled ~~athletic or tennis type~~ shoes with closed heels and toes are required.

Golf (see Board Policy No. 17) (Moved to BP17)

Lawn Bowling

1. Inexperienced lawn bowlers are not allowed to play or practice without the assistance, participation and presence of an experienced lawn bowler.

Miniature Golf

1. Only clear water in unbreakable plastic or metal beverage containers with cap are permitted around playing surfaces.

Pickleball

1. Food nor beverages of any kind are allowed within the court enclosures.
2. Athletic or tennis type shoes with closed heels and toes are required.

Pools (see Aquatic Facilities)

Racquetball/Handball

1. Food nor beverages of any kind are allowed within the court enclosures.
2. Athletic or tennis type shoes with closed heels and toes are required.

Shuffleboard

1. Only clear water in unbreakable plastic or metal beverage containers with cap are permitted around playing surfaces.

Swimming Pools & Spas (see Aquatic Facilities)

Tennis

1. Food nor beverages of any kind are allowed within the court enclosures.
2. Athletic or tennis type shoes with closed heels and toes are required.

Tracks – Indoors & Outdoors

1. Only clear water in unbreakable plastic or metal beverage containers with cap are permitted.
2. Athletic or tennis type shoes with closed heels and toes are required.

Viewpoint Lake (also see Boating and Fishing sections in this policy)

Use of Viewpoint Lake is available to Cardholders and their invited guests, ages 6 years and older. All guests under 18 years of age and younger must be accompanied by an adult. Use of Viewpoint Lake and RCSC paddle and row boats are at the user’s own risk; no lifeguard is on duty.

1. No swimming, wading, snorkeling, or scuba diving.
2. No depositing trash in or around the lake. Violators will be charged for cleanup services.
3. No feeding waterfowl or fish.
4. No disturbing or harassing waterfowl.
5. Refer to Boating section & Fishing sections for applicable rules and regulations regarding such.

BE IT FURTHER RESOLVED that a copy of this resolution shall be posted on the RCSC website for Members and shall be made available to Members upon request at no cost.

Adopted and signed this 28th day of March, 2019 at a duly called Board meeting by a majority (5) of the Recreation Centers of Sun City, Inc. Board of Directors.

ATTEST:

Jerry DeLano, President

Diana Graettinger, Secretary

RECREATION CENTERS OF SUN CITY, INC.

BOARD OF DIRECTORS MOTION/RESOLUTION

Date of Meeting: March 28, 2019	Proposed by: Director Schroeder
----------------------------------------	----------------------------------------

I MOVE THAT Board Policy Resolution No. 12, titled Chartered Clubs as amended, be approved in its entirety and replace previous Board Policy Resolution No. 12 titled the same.

Note: Amendments shown as highlights with strikethrough for deletions (~~example~~) and highlights for additions (example).

Approved

Defeated

Postponed

Withdrawn

RECREATION CENTERS OF SUN CITY, INC.

BOARD POLICY RESOLUTION No. 12 (“BP12”)

CHARTERED CLUBS

WHEREAS ~~Article IV, Section 7~~ **Article V, Section 6.3** of the Corporate Bylaws empowers the Board of Directors (“Board” or “Directors”) of the Recreation Centers of Sun City, Inc. (“RCSC” or “Corporation”) to adopt policies not in conflict with the Restated Articles of Incorporation (“Articles”) or the Corporate Bylaws (“Bylaws”).

~~WHEREAS to minimize inconsistencies, misunderstandings and misinterpretations inherent in verbal instructions, rules and regulations, the Board of Directors has established Board Policies (“BP” or “Policies”) in written form. Such Policies shall be titled, numbered and indexed for easy reference and use.~~

WHEREAS the Articles and Bylaws shall take precedence over Board Policies and **the definitions in the Bylaws shall apply**, ~~that~~ The following Board Policy regarding ~~Chartered Clubs~~ shall provide instruction, direction and guidelines regarding ~~such~~ **Chartered Clubs** and shall remain in effect until such time it is amended or removed.

NOW, THEREFORE BE IT RESOLVED that all Chartered Clubs shall be conducted in compliance with federal, state and local laws, the Corporate Documents and any and all rules and regulations of the Corporation. Chartered Clubs shall be governed as follows:

(With the integration of portions of the Bylaws and Board Policy Resolutions 14 into this amendment of Board Policy 12, the markup of changes is limited only to those that change the intent or connotation of BP12 and/or integrated Board Policies and do not reflect all the specific changes made to accommodate the amalgamation of these Corporate Documents.)

The Corporation has a group tax exemption for its subordinate Chartered Clubs under section 501(c)(4) of the Internal Revenue Code. A club must not be organized for profit and must be operated exclusively to promote social welfare to be tax-exempt as a social welfare organization. The earnings of a section 501(c)(4) organization may not inure to the benefit of any private shareholder or individual. A Chartered Club must operate primarily to further the common good and general welfare of the people of the community. A club does not operate primarily to promote social welfare if its primary activity is carrying on a business with the general public in a manner similar to organizations operated for profit.

A group of Cardholders interested in a particular hobby, avocation or field of interest may join together for the purpose of pursuing said interest and may request the Board to certify them as a Chartered Club. The Corporate Documents shall take precedence over any and all Chartered Club or individual club rules and regulations. *(Integrated from Bylaws, previously Article VII)*

1. CHARTERED CLUB REQUIREMENTS

A club, to maintain its charter, must have sufficient club membership and active participation to use effectively the RCSC Facilities set aside for it. The minimum club membership requirement for clubs with dedicated space is fifty (50) Cardholders; and for clubs without dedicated space, twenty-five (25) Cardholders are required, excluding the following clubs: Stamp and Model Railroad.

Dedicated space is that assigned to and only used by that club.

Groups seeking to become Chartered Clubs should complete the Application for Club Charter ([FORM BP:12-15](#)) and submit it to the Clubs Office.

Each club shall have its own Federal Tax Identification Number. Applications are to be filled out and filed in the Clubs Office only. Each club shall have its own official Chartered Club name. Club name changes must be reported to the Clubs Office and to the proper tax authorities.

2. CLUB MEMBERSHIP

Chartered Club membership shall be open to all Member or Privilege Cardholders in good standing. If a Chartered Club has been organized exclusively for men, women, singles or by age group, then exceptions may apply. Clubs may require a minimum of skill for participation as defined in their club rules and regulations. Each club member has one vote. Only club members can vote or hold office.

To ensure that each club member is an Member or Privilege Cardholder in good standing, clubs must submit a current club membership roster directly to the Clubs Office twice a year on or before Mar 1 and Oct 1 and upon request.

Honorary or lifetime club membership guidelines must be stated in the club rules and regulations and must be awarded only to Cardholders in good standing. Honorary or lifetime club membership will be terminated automatically if a Cardholder is not in good standing.

3. CLUB COMMITTEES

Clubs may establish committees, as defined in club rules and regulations; e.g.; Nominating, Club Rules and Regulations, Auditing, Quality Control. Club committee members may be elected or appointed, as defined in the club rules and regulations.

4. EXECUTIVE BOARD

The club's Executive Board shall be elected by a vote of the general club membership. The club's Executive Board shall be comprised of the officers and may include club committee chairpersons and club members-at-large. Club members who are paid for services, such as club instructors, shall not hold elected club officer positions while performing these services.

The club's Executive Board shall be responsible for the control and management of the affairs, property and common interests of the club and the administration of the club's rules and regulations. The club's Executive Board may consult with their COC (member of the Club Organization Committee assigned to that club) regularly and seek their assistance immediately whenever any club issue arises.

5. EXECUTIVE BOARD MEETINGS

The club's Executive Board shall meet at least twice a year on such dates as determined in the club's rules and regulations or as established annually by the club's Executive Board. The club's Executive Board meeting dates shall be submitted ([FORM BP:12-2](#)) to the Club Office by April 30 for the following year.

6. CLUB OFFICERS

The club officers shall be at a minimum a President and a Secretary/Treasurer. Election process of club officers, general term of office, term limitation and officer's duties shall be specified in the club's rules and regulations. Club officers shall serve without compensation. Club rules and regulations must define what occurs if an elected club officer and/or club Executive Board member becomes unable or unwilling to fulfill his/her duties or is absent for an extended period of time. The

Clubs Office must be kept apprised of current club officers ([FORM BP:12-3](#)), including temporary replacements.

7. CLUB GUEST ATTENDANCE

Attendance by all club guests (*non-Cardholders*) for any club activity/meeting/event/tournament/class must be recorded on guest attendance register ([FORM BP:12-4](#)) unless a Host Punch Card is accepted and punched by the club for the club guest or a club guest presents a Guest Pass and ID with picture. If the club has punched a Host Punch Card or been presented with a Guest Pass, that club guest is not recorded on the guest attendance register. Monthly, the compilation of these guest attendance registers ([FORM BP:12-4](#)) shall be recorded and submitted no later than ten (10) days after the close of the month to the Clubs Office along with payment to RCSC of club guest fees equal to the daily guest fee per club guest per day.

Club guests (*non-Cardholders*) are not defined as those who wish to tour club facilities, accompany a club member but not participate, provide care or assistance for a handicapped club member or provide instruction to club members.

8. CLUB RECORDS & REPORTS

All Chartered Clubs must record and maintain minutes of all club meetings and must retain copies of all correspondence. Minutes must be readily available to all club members.

All Chartered Clubs are responsible for the timely filing of all reports and tax forms required by federal, state and local laws for 501(c)(4) organizations see [FORM BP:12-19\(a\)](#) for more information.

Chartered Clubs shall issue Internal Revenue Service 1099 forms to individuals who are paid six hundred dollars (\$600) or more during a calendar year. This includes, but is not limited to, sales of crafts, club instructors, card club directors, caller fees and any other such payments required to be reported to the IRS. All 1099 forms shall be filed no later than January 31 of the following year see [FORM BP:12-19\(a\)](#) for more information.

Clubs shall maintain and retain records for the period of time shown as follows:

- a) Club correspondence and club meeting minutes – three (3) years
- b) Club financial records and reports – three (3) years prior to current year
- c) Club deposit records and club receipts – three (3) years
- d) Club tax returns – seven (7) years
- e) Major club capital equipment, copy of invoice and warranty – keep for the life of the equipment
- f) Club discipline and conduct reports – five (5) years
- g) Club records of supply items – three (3) years
- h) Club membership roster – current and prior year only
- i) Club inventory – current and prior year only
- j) Charter club approval, club Federal Tax ID number - retain for life of club

9. CLUB MONITORS

All clubs using tools and equipment that could cause injury to the user must provide club monitors during all club operating hours when such tools and equipment are or may be in use. Monitors must be easily identified by a monitor badge and must be fully trained and documented in the use of all tools and equipment within the club. Monitors must ensure the use of safety equipment to include that provided by the manufacturer. Monitors must report any club member's non-compliance on a

club member conduct report. Duties of club monitors must be stated in the club's rules and regulations.

When RCSC Facilities are assigned to a club, it is the responsibility of the club to monitor the use of those facilities and follow all rules and regulations regarding such.

10. CLUB MEMBERSHIP MEETINGS

Club membership meetings shall be held at least once a year on such date(s) as determined in the club's rules and regulations or as established annually by the club's Executive Board. Club membership meeting dates shall be submitted ([FORM BP:12-2](#)) to the Clubs Office by April 30 for the following year.

A quorum for Chartered Clubs with club membership up to 100 club members shall be 20%, of 101-400 club members shall be 21 or 10%, whichever is greater and above 400 club members shall be 41 or 5%, whichever is greater. Quorums can be reached only in person. Clubs assigned designated club space shall, if possible, use their assigned space for club events/business meetings. Clubs without such assigned space must make a request for RCSC Facilities, in writing, to the Clubs Office for events/business meetings. Any requests for changes must be made in writing to the Clubs Office as well. Additional club space is assigned on a first come first served basis so clubs should make requests as far in advance as possible.

Special club membership meetings may be called by any of the club's Executive Board or by written request of ten percent (10%) of the club membership. Notice of special club meetings, with time, place and purpose, must be posted and mailed, phoned, or e-mailed to all club members at least seven (7) days prior to the meeting. The Clubs Office should be notified immediately of scheduled special club membership meetings.

11. CLUB EVENTS/TOURNAMENTS

Any club President may request to host/sponsor a club event/tournament open to the public through the Clubs Office which will assign appropriate RCSC Facilities, as available. An open club event/tournament is any event to be attended by the general public and not just Cardholders and their invited guests.

Clubs shall pay RCSC rental fees for RCSC Facilities assigned for open club events/tournaments unless the club's annual donation to RCSC is Twelve Thousand Five Hundred Dollars (\$12,500) or greater per year or the event is sanctioned as a RCSC sponsored event. To request that RCSC sanction an event/tournament, the club must submit the request to Management see FORMS [BP:12-11\(a\)](#) and [BP:12-11](#). Club rental fees shall be equal to [Cardholder Rental Fees](#) except that the rental fees shall be for each day of the event rather than for a four hour period and only for the days that the space is open to the public. Guest attendance registers, ([FORM BP:12-4](#)) Host Punch Cards, or Guest Passes are not required if RCSC Facilities are rented by the club.

If club events/tournaments are open to club members and their invited guests only, the daily guest fee per club guest must be paid to RCSC. The completion of the guest attendance register ([FORM BP:12-4](#)) or the acceptance and punching of Host Punch Cards or presentation of a Guest Pass with picture ID is required.

If a club occupies a rented space for two or more consecutive days and no further setup is required, the rental fees shall be reduced by forty percent (40%) for each day after the initial day rented or until such time a change in setup is required.

If a club donation (\$12,500 or greater per year) is in lieu of rental and setup fees, such donation will not be eligible for club promotion and marketing.

Registration shall be on a first come first served basis for all club events/tournaments, with Cardholders taking precedence over all other registrants. Neither club visitors nor club guests shall displace club members.

12. FOOD & BEVERAGE AT CLUB EVENTS/TOURNAMENTS

The sale of alcoholic and non-alcoholic beverages and food (raw or cooked) is prohibited without appropriate licensing. If a club/organization sponsoring an event/tournament wishes to accept donations or charge a fee for any food or non-alcoholic beverage, they must contact the Maricopa County Environmental Health Division at least seven (7) days in advance to report the event and determine if a Temporary Food Service Establishment Permit is required. If a club/organization sponsoring an event/tournament wishes to accept donations or charge a fee for any alcoholic beverages, they must secure a Special Events License from the Arizona Department of Liquor.

A club may provide alcoholic and non-alcoholic beverage and food provided that such are made available to club members and their escorted guests only and without charge.

For rules and regulations regarding the use of recreation center kitchens, catering, pot lucks, and bake sales refer to Board Policy No. 25 titled Food and Beverage.

13. OPEN CLUB CLASSES

Any club President may request to provide open club classes through the Clubs Office which will assign appropriate RCSC Facilities as available. Club instructional classes will require, at a minimum, the daily guest fee per club guest paid to RCSC. The completion of the guest attendance register ([FORM BP:12-4](#)), the acceptance and punching of Host Punch Cards or presentation of a Guest Pass with picture ID is required for all club classes.

Registration shall be on a first come first served basis, with Cardholders taking precedence over all other registrants. Neither club visitors nor club guests shall displace club members.

14. INDEPENDENT CONTRACTORS

Clubs using independent contractors to provide club related services; i.e. dance callers, instructors, etc. shall define positions and duties in their club rules and regulations. An Independent Contractor Agreement ([FORM BP:12-5](#)), must be on file with the Clubs Office a minimum of seven (7) days prior to services being rendered. A copy of the agreement must also be maintained by the club for each person rendering services. All monies paid for services must be paid and recorded by check or signed receipt. Clubs that hire independent contractors must comply with federal and state tax regulations and laws.

Chartered Clubs shall issue Internal Revenue Service 1099 forms to individuals who are paid six hundred dollars (\$600) or more during a calendar year. This includes, but is not limited to, sales of crafts, club instructors, card club directors, caller fees and any other such payments required to be reported to the IRS. All 1099 forms (*available at clubs office*) shall be filed no later than January 31 of the following year see FORM [BP:12-19\(a\)](#) for more information.

Clubs conducting instructional classes during periods other than normal club operating hours must request RCSC Facilities from the Clubs Office in writing.

15. CLUB VISITORS & GUESTS

A club visitor is a Cardholder that is not a member of the club; there are no fees payable to RCSC by the club for club visitors. A club guest is a non-Cardholder. The club will pay RCSC or effect RCSC to be paid [Host Punch Card or Guest Pass] the daily guest fee per club guest per day unless

the club has an approved reciprocity agreement (FORMS [BP:12-9\(a\)](#) and [BP:12-9](#)) with an outside club. Clubs are responsible for the behavior of their guests and shall be held responsible for any damage to RCSC Facilities. Anyone displaying inappropriate behavior may be asked to leave.

Neither club visitors nor club guests shall displace club members. Only Cardholders are eligible for club membership. Both club visitors and club guests shall be required to meet minimum skill levels as defined in club rules and regulations prior to participation in any club. Club rules and regulations must stipulate the restrictions for all club visitors and guests which must be adhered to without exception.

All club guests that have not had a Host Punch Card accepted and punched or presented a Guest Pass with picture ID must be recorded on the guest attendance register ([FORM BP:12-4](#)), refer to Section 7 - Club Guest Attendance of this policy for more information.

16. INJURIES & INCIDENTS

If an incident (sickness, loss of consciousness, etc.) or injury (slip, fall, etc.) occurs during club use of RCSC Facilities, first response is to call 911, second response is to notify RCSC personnel, preferably the Area Supervisor or Center's Lead Custodian, and once the inflicted individual has been safely responded to, an [Incident Report Form](#) must be completed and filed by those witnessing the incident.

17. CLUB MEMBER DISCIPLINE

Club members should comply with RCSC and club rules and regulations and conduct themselves in a manner so as not to jeopardize the rights and privileges of other club members. If a club member fails to comply with Corporate Documents RCSC Board Policies or any posted RCSC rules and regulations, it may be reported on an [Incident Report Form](#) available from Facilities Attendants or on RCSC's website which will follow the process as outlined in Board Policy Resolution No. 30 titled Incident Reports. If a club member fails to comply with club rules and regulations or conduct themselves in an appropriate manner, it may be reported on a Club Member Conduct Report ([FORM BP:12-14](#)) which will follow the process as outlined in the club's rules and regulations or as determined by the club's Executive Board if no club rules and regulations have been established for such. All [Incident Report Form](#) and Club Member Conduct Reports ([FORM BP:12-14](#)) must be completed and submitted within thirty (30) days of the infraction/incident.

Any club member disciplined by the club's Executive Board may submit a written request for an appeal to the Board which will follow the appeal hearing process [in the Bylaws](#) outlined in Board Policy 29.

18. CLUB RULES & REGULATIONS

Each Chartered Club shall adopt rules and regulations, see [FORM BP:12-10\(a\)](#), not in conflict with the Corporate Documents. In the event a conflict should occur, the Articles, Bylaws and Policies, in that order, shall take precedence over club rules and regulations. Club rules and regulations must be approved by a majority of the club members at a duly notified and called club membership meeting with a quorum present in person. The club officers are responsible to submit their club's rules and regulations to the Clubs Office whenever additions, amendments or deletions are made along with the club membership meeting minutes approving such. ~~The Clubs Office will designate with date stamp that club rules and regulations have been received officially recorded.~~

19. USE OF RCSC FACILITIES

Chartered Clubs are assigned temporary (*used only for a period of time by a club*) or dedicated (*used only by that club*) space. The Board has the authority and responsibility to direct similar clubs to merge or share dedicated space in order to provide efficient utilization of RCSC Facilities.

All clubs shall be responsible for the appropriate use of RCSC Facilities. Chartered Clubs are not generally charged any fees for use or setup of RCSC Facilities provided that the use is open to Cardholders and their invited guests only and not the general public. Tape of any kind must not be used to attach signs or papers to painted surfaces. Items unrelated to club activities shall not be stored at RCSC Facilities.

If a scheduled club event/meeting is cancelled and the Clubs Office is not given at least two (2) business days-notice, the club may be charged for rental and/or setup fees. If a scheduled club event/meeting does not resume its activity within fifteen (15) minutes of its scheduled start time, the RCSC Facility will be opened to all Cardholders and their invited guests and the club shall lose its reservation.

Club activities or meetings can be preempted by RCSC. Whenever possible, adequate notification will be given to the club. RCSC will provide for relocation of the club activity whenever possible. Clubs may be required to cancel, relocate or consolidate activities with other like clubs for all or part of the summer as an energy savings effort.

20. CLUB SIGNAGE *(BP14 Integrated)*

Permanent club signage, where applicable, will be approved by the Assistant General Manager and installed by RCSC personnel **or contractors** only. Signs will be attached to the outside of the building or in close proximity to the club room. Additional signs, with approval, may also be placed on a signpost or monument in close proximity to the building entrance. Permanent signs will not be allowed in parking lots, at the curb, or along-side the roadways. Temporary signage, not to exceed seven (7) days, must be requested in writing and approved by the Assistant General Manager in advance of placement.

Chartered Clubs may post club approved signs in their assigned space, or in other places designated for such use. Limitations on postings outside of club space are under the control of the Clubs Office. Club approved literature may be distributed anywhere at RCSC Facilities as long as such distribution does not interfere with normal use of the amenities or RCSC Facilities. All signs and literature will carry the name of the club posting or distributing it.

21. EQUIPMENT, FURNITURE & FIXTURES

All tools, equipment, fixtures and furniture are property of RCSC whether it is original equipment, replacement equipment or additional equipment purchased by or donated to the club. Each year on or before February 1 RCSC will provide each club with an updated inventory reflecting last year's inventory and any and all submitted club acquisitions and disposals throughout the past year. Each club is responsible for verifying and submitting a completed written inventory of all equipment, furniture, and fixtures to the Clubs Office by May 15 of each year with an accumulative value of one thousand dollars (\$1,000) or more.

Clubs shall be responsible for the appropriate use of equipment and safety gear. Clubs shall provide necessary tools, equipment, safety gear, club specific furniture and supplies from its own funds as well as repair and replacement thereof. No individual or club may lend, borrow or remove equipment, furniture, fixtures or supplies that are RCSC property. Temporary removal of equipment for club projects or repair is allowed.

Clubs are required to obtain written approval from the Assistant General Manager ([FORM BP:12-7](#)) prior to ordering or purchasing any new equipment. Clubs leasing any equipment must have prior written approval of the Assistant General Manager ([FORM BP:12-7](#)). Written requests shall include all pertinent information including equipment voltage, wattage, amperage, fuel type, overall size and placement location within the club room.

When items are purchased, traded, sold or destroyed they must be reported on the club acquisition/disposal form ([FORM BP:12-7](#)) and submitted to the Clubs Office. No equipment belonging to RCSC may be sold or disposed of without prior written approval of the Assistant General Manager. Re-arrangement requests for furniture or equipment shall be directed to the Center's Lead Custodian or the Center's Area Supervisor.

22. REPAIRS

Electrical, structural or functional repairs or alterations made by club members to RCSC Facilities or property belonging to a third party are strictly prohibited.

For repairs in or adjacent to clubrooms, the club shall notify the Center's Lead Custodian in writing. The Center's Lead Custodian will submit the necessary work orders for correction of the problem. A copy of the work order will be provided to the club. If such request is an emergency and is not resolved by the above steps, the club should contact the Center's Area Supervisor and/or the Centers Operations Manager.

23. IMPROVEMENTS and CHANGES

Prior written approval must be obtained from the Assistant General Manager for club facility changes, alterations, upgrades and improvements which may include floors, ceilings, walls, cabinets, shelving, doors, windows, electrical systems, plumbing systems, air conditioning and heating systems, or any other building or infrastructure related system or component. Clubs leasing any equipment must have prior written approval of the Assistant General Manager ([FORM BP:12-7](#)). Requests for additional club space or dedicated space should be submitted in writing to the Assistant General Manager.

Clubs may provide budget requests to the Assistant General Manager for club improvements who shall review and approve requests for inclusion in RCSC's operating and capital budget for the upcoming year.

24. CHEMICALS

All clubs shall provide Global Harmonization Safety Data Sheets ("SDS") and appropriate posting of all safety documents for all chemicals contained within club space and/or used by club members, visitors or guests. The SDS sheets inform users about personal protective equipment required, possible hazards and possible adverse reactions. SDS sheets can be requested from the supplier and must be kept in a three-ring binder easily accessible to club members and RCSC personnel. Adherence to the safety provisions of the Global Harmonization program are the responsibility of the club and their instructors.

25. INSURANCE

The insurance provided by RCSC covers equipment, tools, raw materials for sale to club members, and articles/items for sale if 100% of the sale goes to the club. The insurance provided by RCSC does not cover club members' clothing, tools, supplies, work in progress or finished goods held for sale by the club on a consignment basis. Also not covered are items unrelated to club activities stored in the club room. The insurance provided by RCSC is subject to a deductible on a per loss

basis. It is the sole discretion of the Board if the deductible is the responsibility of RCSC or the respective club. Chartered Clubs and their club members are additionally insured under the General Liability policy while acting in the capacity of a club officer or a member of the club's Executive Board.

26. CLUB ADVERTISING & MARKETING

Club instructors may not advertise services being rendered in RCSC Facilities. If clubs are advertising or marketing club events not open to the general public, they must state that the event is open to Cardholders and their escorted guests only. All club advertising and marketing, including social media postings, must be approved in writing by the clubs office prior to publication.

Donations made by clubs to RCSC, excluding those made in lieu of rental or set up fees, may be used for the promotion and marketing of Chartered Clubs and their events and activities. Clubs may request financial assistance in promoting and marketing a club event or activity by making a request to the General Manager ([FORM BP:12-12](#)). Clubs should not expect to receive marketing assistance greater than their annual contribution to RCSC.

RCSC shall provide for each Chartered Club one page featuring the club within RCSC's website www.suncityaz.org to promote and provide information about the club (FORMS [BP:12-16\(a\)](#) & [BP:12-16](#)). It is the responsibility of the club to ensure that the information on the website is accurate and up-to-date.

RCSC shall provide for each Chartered Club in RCSC's monthly SunViews newsletter the club listing, notice of any and all club activities or events ([FORM BP:12-18\(a\)](#)) and one feature article per year (FORMS [BP:12-17\(a\)](#) & [BP:12-17\(b\)](#)). It is the responsibility of the club to ensure that the club listing is accurate and up-to-date.

27. CLUB CONTRIBUTIONS AND SALES

Monetary contributions made by clubs to outside organizations shall not exceed the total contribution made to RCSC. Contributions made by clubs to an individual, including but not limited to club members or candidates for the Board, is prohibited.

The use of RCSC Facilities by clubs is intended for the pursuit of hobbies and social welfare and shall not be used for the manufacture of articles to be sold by individuals for their sole profit. A club may sell items not produced in the club provided that all proceeds from such sales benefit the club only and not any individuals or other organizations. A club may sell items outside of RCSC Facilities produced in whole or in part within RCSC Facilities so long as the club benefits from such sales equally or greater than if the items were being sold within RCSC Facilities. Clubs may submit a request to the Assistant General Manager to showcase items with the club name only outside their dedicated space on a temporary basis at RCSC's Facilities.

Each club's rules and regulations must define the number of articles an individual club member may sell during any calendar year, the percentage the club will receive from each sale, how complaints are handled regarding sales, and the relationship between using the club facilities, consigning items for sale and volunteering time to perform necessary club duties. Items for which club members receive orders as a direct result of club activities shall be handled as club sales.

Vendors may be authorized by clubs to sell related materials and supplies within club facilities on a limited basis. Clubs are authorized to sell supplies and raw materials at reasonable rates to club members, visitors or guests.

28. RAFFLES

Any club conducting an amusement gambling intellectual contest or event as defined in Arizona Revised Statute §13-3301 must comply with all laws regarding such.

29. CLUB FINANCES

All Chartered Club's fiscal year shall be from January 1 through December 31. All Chartered Clubs shall file with the Clubs Office financial reports ([FORM BP:12-8](#)) for each calendar year on or before January 31 of the following year.

All monies collected must be reported on the club's financial report. The annual dues for each club shall be stated in its club rules and regulations, along with the payment schedule of how the dues are collected; i.e., annually, semi-annually, or quarterly.

Any club member, assigned auditor or Board of Director will be given access to all financial records of the club upon written request within ten days of the request.

The Board, Management, Club Organization Committee or any club member may submit a request on [FORM BP:12 SEC 29](#) to the Board Office for an audit of the club's finances. If the audit request is approved, an audit will be scheduled with the club's Executive Board. A report of the results of such audit shall be submitted to the requestor, the club's Executive Board and made a part of the club records.

A Chartered Club audit/financial review is the examination of the club's financial statements to assure that these statements are free from material errors. If specific financial concerns are detailed in the request, the Auditor will examine club financial records regarding these concerns. If the auditor forms the opinion that the club has not kept proper books of account, they will notify the club's Executive Board. If the club's Executive Board does not take the necessary steps to correct the situation within thirty (30) days, the auditor will conclude the audit and submit their final report. If the club's Executive Board does take the necessary steps to correct the situation, the auditor will adjust their final report accordingly.

30. DE-CHARTERING OF CLUBS

Club members may vote at a duly notified and held club membership meeting to de-charter the club at any time for any reason. Any club not in compliance with federal, state and local laws may be subject to being de-chartered. Any club not adhering to the Corporate Documents may be subject to being de-chartered. A club that does not meet Chartered Club requirements may be subject to being de-chartered. Any club that has been unable to provide club officers or club monitors may be subject to being de-chartered. Any club may be subject to being combined with another like club and/or relocated, any club refusing to do so may be subject to being de-chartered.

If a club is at the risk of being de-chartered, a notice will be sent to the club in writing by the General Manager, with a copy sent to the Board and the Club Organization Committee, stating the nature of the problem(s) and providing for assistance in rectifying the situation, if possible. A club shall be given ninety (90) days to rectify all matters excluding club membership, which shall have one year to rectify. Upon failure to rectify its issue the club shall be de-chartered by the Board.

When a club is de-chartered, equipment and supplies may be sold to other clubs, club members or outside sources with approval of the club's Executive Board, Board and the Assistant General Manager. If the club cannot or does not wish to sell the equipment or supplies, it may donate them to similar Chartered Clubs with the Assistant General Manager's approval. The club may sponsor a final closing event for its club members, after such, all assets will revert to the Recreation Centers of Sun City, Inc.

BE IT FURTHER RESOLVED that a copy of this resolution shall be posted on the RCSC website for Members and shall be made available to Members upon request at no cost.

Adopted and signed this 28th day of March, 2019 at a duly called Board meeting by a majority (5) of the Recreation Centers of Sun City, Inc. Board of Directors.

ATTEST:

Jerry DeLano, President

Diana Graettinger, Secretary

RECREATION CENTERS OF SUN CITY, INC.

BOARD OF DIRECTORS MOTION/RESOLUTION

Date of Meeting: March 28, 2019	Proposed by: Director Akins
----------------------------------------	------------------------------------

I MOVE THAT Board Policy Resolution No. 14, titled Posting of Signs and Distribution of Literature as amended, be approved in its entirety and replace previous Board Policy Resolution No. 14 titled the same.

Note: Amendments shown as highlights with strikethrough for deletions (~~example~~) and highlights for additions (example).

Approved

Defeated

Postponed

Withdrawn

RECREATION CENTERS OF SUN CITY, INC.

BOARD POLICY RESOLUTION No. 14 (“BP 14”)

POSTING OF SIGNS and DISTRIBUTION OF LITERATURE

WHEREAS Article V, Section 6.3 ~~Article IV, Section 7~~ of the Corporate Bylaws empowers the Board of Directors (“Board” or “Directors”) of the Recreation Centers of Sun City, Inc. (“RCSC” or “Corporation”) to adopt Policies (“BP” or “Policies”) not in conflict with the Restated Articles of Incorporation (“Articles”) or the Corporate Bylaws (“Bylaws”).

~~WHEREAS to minimize inconsistencies, misunderstandings and misinterpretations inherent in verbal instructions, rules and regulations, the Board of Directors has established Board Policies in written form. Such Policies shall be titled, numbered and indexed for easy reference and use.~~

WHEREAS the Articles and Bylaws shall take precedence over Board Policies and the definitions in the Bylaws shall apply. ~~that~~ The following Board Policy ~~on Posting of Signs & Distribution of Literature~~ shall provide instruction, direction and guidelines regarding such Posting of Signs and Distribution of Literature and shall remain in effect until such time it is amended or removed by the Board.

NOW, THEREFORE BE IT RESOLVED the Corporation shall adhere to the following policies regarding Posting of Signs and Distribution of Literature:

No sign, literature or petition may be posted or distributed ~~on RCSC property or in~~ at RCSC Facilities if it contains scandalous, malicious, defamatory or libelous language. The Board and Management are authorized to police all posting of signs, distribution of literature or advertising ~~on~~ at RCSC Facilities ~~property~~ and to order anyone to cease and desist and vacate RCSC Facilities ~~property~~. The RCSC may destroy any unauthorized postings or distribution.

Commercial

No commercial signs or notices may be placed on or affixed to any RCSC Facilities ~~property or facility~~. No literature or advertising of a commercial nature may be distributed ~~on or in~~ at RCSC Facilities ~~property~~, with the following exceptions:

1. When an outside entity has entered into an agreement with RCSC for the use/lease of a facility or area, signs and literature appropriate to that use may be posted or distributed at such facility or use area and/or displayed on electronic signs at that location upon Management approval;
2. When a Chartered Club has invited an outside company or vendor, for the specific purpose of promoting the Club’s activities, commercial advertising signage and literature may be posted or distributed at such facility or use area upon Management approval;
3. When a RCSC operating division, such as; golf, bowling, food service or member services, has accepted sponsorship of an event/league or invited an outside company or vendor for the specific purpose of promoting a sport, activity, service or food and beverage ~~within~~ at RCSC Facilities, commercial advertising signage and literature may be posted or distributed at such facility or use area upon Management approval;
4. Commercial advertising signage may be placed on RCSC’s softball park facilities as pre-approved by the Assistant General Manager. Such signage may be removed if not pre-

approved or if adequate upkeep or replacement is not upheld as deemed suitable by **Management** ~~the Assistant General Manager.~~

5. Commercial Arizona travel and tourism literature may be displayed at the Sun City AZ Visitors Center at the discretion of the Sun City AZ Visitors Center and Marketing Manager.
6. Copies of signs and notices shall be submitted for Management approval to the Corporate Office before posting or distribution begins.

Chartered Clubs *(Moved to BP12 Section 20)*

~~Chartered Clubs may post club approved signs in their assigned space, or in other places designated for such use. Limitations on postings outside of the Club space are under the control of the Clubs & Activities Office at Lakeview. Club approved literature may be distributed anywhere on RCSC property, as long as such distribution does not interfere with normal use of the amenities or facilities. All signs and literature will carry the name of the Club posting or distributing it. For more Chartered Club signage policies, see Board Policy No. 12 – Section 20.~~

RCSC Activities

Signs and notices relating to RCSC events and activities may be posted only in those places designated for such use (i.e. bulletin boards, information easels, tent signage, brochure/flyer racks, electronic signs and etc.). Details concerning size, placement and posting duration are under the control and approval of Management, excluding signs for RCSC Elections which shall be under the control and approval of the Chair of the Election Committee.

Personal Notices

Cardholders may post approved notices (3 inches x 5 inches) of personal interest in places designated for such use which shall be under the control of Management. Cardholders may also distribute approved literature covering personal interest ~~on~~ **at** RCSC **Facilities** ~~property~~ which shall be under the control of Management. All such notices or literature shall carry the name of the Cardholder.

Non-RCSC Issues

The posting of signs, flyers, posters, banners, or any communications or notifications or distribution of literature concerning non-RCSC issues, events or activities is strictly prohibited by any group or individual other than RCSC organizations **except at the Sun City AZ Visitors Center at the discretion of the SCVC and Marketing Manager.**

BE IT FURTHER RESOLVED that a copy of this resolution shall be posted on the RCSC website for Members and shall be made available to Members upon request at no cost.

Adopted and signed this 28th day of March, 2019 at a duly called Board meeting by a majority (5) of the Recreation Centers of Sun City, Inc. Board of Directors.

ATTEST:

Jerry DeLano, President

Diana Graettinger, Secretary

RECREATION CENTERS OF SUN CITY, INC.

BOARD OF DIRECTORS MOTION/RESOLUTION

Date of Meeting: March 28, 2019	Proposed by: Director Schroeder
----------------------------------------	----------------------------------------

I MOVE THAT Board Policy Resolution No. 17, titled Golf as amended, be approved in its entirety and replace previous Board Policy Resolution No. 17 titled the same.

Note: Amendments shown as highlights with strikethrough for deletions (~~example~~) and highlights for additions (example).

Approved

Defeated

Postponed

Withdrawn

RECREATION CENTERS OF SUN CITY, INC.

BOARD POLICY RESOLUTION No. 17 (“BP 17”)

GOLF

WHEREAS Article V, Section 6.3 ~~Article IV, Section 7~~ of the Corporate Bylaws empowers the Board of Directors (“Board” or “Directors”) of the Recreation Centers of Sun City, Inc. (“RCSC” or “Corporation”) to adopt Policies (“BP” or “Policies”) not in conflict with the Restated Articles of Incorporation (“Articles”) or the Corporate Bylaws (“Bylaws”).

~~WHEREAS to minimize inconsistencies, misunderstandings and misinterpretations inherent in verbal instructions, rules and regulations, the Board of Directors has established Board Policies in written form. Such Policies shall be titled, numbered and indexed for easy reference and use.~~

WHEREAS the Articles and Bylaws shall take precedence over Board Policies and the definitions in the Bylaws shall apply. ~~that~~ The following Board Policy ~~on Golf~~ shall provide instruction, direction and guidelines regarding Golf ~~such and~~ shall remain in effect until such time it is amended or removed by the Board.

NOW, THEREFORE BE IT RESOLVED the Corporation shall adhere to the following policies regarding Golf ~~in addition to the Code of Conduct and RCSC Rules & Regulations in Board Policy Resolution No. 10 which includes golf and other applicable rules and regulations:~~

(With the integration of portions of Board Policy Resolutions 10 and 22 regarding Golf into this amendment of Board Policy 17, the markup of changes is limited only to those that change the intent or connotation of BP17 and/or integrated Board Policies and do not reflect all the specific changes made to accommodate the amalgamation of these Corporate Documents.)

General Golf Rules & Regulations *(BP10 Golf Section integrated)*

All guests 18 years of age and younger must be accompanied by an adult *(19 years of age or older)*. Children under 8 years of age are not permitted to play the courses or use the practice facilities. Children 8 years of age and older are permitted on all driving ranges and practice facilities, and may play the Executive Courses after 1:00pm seven days a week. Children 12 years of age and older are permitted to use all courses and practice facilities. During the period of ~~June~~ April 1 through October 31 ~~September 30~~, organized junior golf events may be booked for participants ages five and older. Such events must be organized by a recognized local, state or national organization, be highly supervised and follow established guidelines for booking events. A Cardholder is not required to play with an adult guest 19 years of age or older, but the Cardholder must be in good standing and send his/her valid and current RCSC card with the guest to sign in for play.

1. All RCSC Member and Privilege Cardholders (hereinafter referred to as “Cardholders”), in good standing, and their invited guests may use RCSC golf facilities for a reduced rate by presenting a Member or Privilege card. All players and their guests must check in with RCSC personnel at the pro shop prior to entering the course and at least 15 minutes prior to their scheduled tee time. After 5 pm when the pro shops are closed, All Course No Fee Golf Permits and After 5 Golf Cardholders are allowed to play without checking in with RCSC personnel.
2. Men must wear shirts with sleeves; women cannot wear halters or bra-type tops. Bare feet are not allowed and metal spikes and turf-type athletic shoes are not permitted. Shorts must be hemmed; short-shorts, cut-off shorts and bathing or swimming attire is not permitted.

3. Cardholders and their invited guests shall follow golf etiquette rules common to the game of golf. The Director of Golf, or his/her designee, shall have the authority to enact and enforce any administrative rule or policy which contributes to good golf etiquette; speeds up play; and/or protects the safety of the golfers or spectators. Such rules may be posted in the pro shops and/or on the golf course and/or on the scorecard.
4. For safety reasons, no more than two people and two golf bags are permitted on the cart. The driver must have a valid driver's license. There should be no more than three carts for any group and a maximum of five players on regulation courses and four players on executive courses. At the discretion of the Director of Golf, fivesomes may be allowed on executive courses during periods when other courses are closed. Motorized carts must be kept at least 30 feet from the greens and parked on the path while putting. It is permissible to park off the path around tee boxes for the purpose of seeking shade. Carts should stay on the paths or in the "rough" as much as possible. Special attention should be given to avoid leaving the path in areas where the grass is wet or worn. When it is necessary to leave the path, the 90-degree rule should be followed. This means staying on the path until opposite your ball, driving straight to it, and straight back after hitting. All pull carts must remain in the highest cut of grass around greens and tee boxes. Handicap golf permits are available at the Golf Administrative Office at the Riverview Pro Shop. Rules may differ for golfers who have a handicap golf permit. Handicap golf rules will be disbursed at the same time the permit is issued.
5. Non-golfers are not allowed on the course, including cart paths, during golfing hours, excluding a rider who must remain in the golf cart at all times. Golfing hours are defined as beginning at the first tee time until sunset. Organized events may allow spectators at the discretion of the Director of Golf.
6. Except for bicycles specifically manufactured for golf course use and approved by the Director of Golf, bicycles are not allowed on the golf course, including cart paths, during golfing hours, defined as beginning at the first tee time until sunset.
7. Practicing is not allowed on the course at any time; use practice facilities for this purpose. Range baskets are not permitted outside of practice facilities.
8. Renewal of annual golf permits/passes can be done prior to the expiration date, however, if the card is due to expire after such time that there is an increase in the fee for an annual golf permit/pass, the renewal will be done at the new increased rate or at an earlier date. If annual property assessments are not current, annual golf permits/passes will not be honored.

Golf Refunds *(BP22 integrated)*

1. Annual Golf Passes/Permits

- a. IN THE EVENT OF DEATH, to receive a pro-rata refund, an application for refund must be filed within three (3) years from the date of death. A death certificate must be presented at the time the application for a refund is submitted. To receive a refund, the Annual Golf Pass/Permit card must be returned. Refunds will be prorated from the date of death to the expiration date of the Annual Golf Pass/Permit. No extensions can be made on Annual Golf Passes/Permits.
- b. IN THE EVENT OF MEDICAL REASONS, if within 90 days of the purchase of an annual golf pass/permit the pass/permit holder becomes unable to golf due to medical reasons, which are validated in writing by a medical doctor, the pass/permit holder

will be eligible for a 50% refund of their annual golf pass/permit. To receive a refund, the Annual Golf Pass/Permit card must be returned.

Excluding the aforementioned, no other refunds will be issued for any reason for Annual Golf Passes/Permits.

2. Green Fees

- a. IN THE EVENT OF RAIN OR A DEEMED REFUND EVENT BY THE DIRECTOR OF GOLF OR PRO SHOP MANAGER, rain checks for green fees may be issued as follows:
 - i. Four holes or less played – rain check for 100% of the green fee paid
 - ii. Five to thirteen holes played – rain check for 50% of the green fee paid
 - iii. Fourteen or more holes played – considered full round, no rain check issued

Excluding the aforementioned, no other refunds will be issued for any reason for green fees.

Enforcement of Rules and Regulations

In an effort to enforce any and all rules and regulations and provide a conducive and consistent flow on RCSC golf courses, a volunteer group of Golf Rangers has been formed, under the overall direction of the Pro Shop Manager. The Board of Directors authorizes individuals functioning under the volunteer RCSC Golf Ranger Program to assess fines, report incidents, and suggest lengths of suspensions, when applicable. The Pro Shop Manager shall advise the Director of Golf as to the status, process and progress of the program. Volunteer Golf Rangers must have completed the training program prior to being assigned shifts on any RCSC golf courses.

Each golf course shall have a volunteer Golf Ranger Program Captain appointment by the Green Committee. The Golf Ranger Program Captain shall schedule the volunteer Golf Rangers and shall provide guidance in ensuring they meet their responsibilities of enforcing any and all rules and regulations, as well as providing for a conducive and consistent flow on RCSC golf courses, under the overall direction of the Pro Shop Manager. A volunteer Golf Ranger is given the authority to remove any golfer from any RCSC golf course, without recourse or refund, for refusing to adhere to any and all rules and regulations. Actions required may include contacting the Maricopa County Sheriff's Office to have the offender removed from RCSC Facilities.

Golf Rangers must meet a 32 hour per month requirement for golf privileges. Golf Rangers will be provided 4 vouchers if the 32 hours minimum is met for the month. Each voucher entitles the Golf Ranger to the seasonal surcharge rate per round (18-holes) of golf. Additional vouchers will be earned for each 8 hour increment over 32 hours. Golf Rangers have the option to earn credits towards an annual golf pass. A \$5.00 credit toward an Annual Golf Pass or Surcharge Pass will be awarded for every 4 hours if a minimum of 32 hours is met for the month. Golf Rangers will be reimbursed for each hour their personal golf carts are used to ranger. The rate of reimbursement is \$1.00 per hour and \$1.50 per hours when the average price of gas is over \$3.00 for the month served. The AAA average price of gas for the Peoria AZ area will be used to determine the average price of gas.

Fines & Suspensions

Tickets issued by Volunteer Golf Rangers for violations will be in accordance with golf rules and regulations. Offenses are divided into two categories depending upon severity. A golfer may protest a fine to that golf courses' Green Committee, however, once fined, the golfer must pay the fine before they will be allowed to play golf on any RCSC golf courses regardless of the status of a dispute. If a golfer wishes to protest the decision of the Green Committee, they may make an appeal

to the Golf Advisory Committee, whose decision shall be final. Golfers who are automatically suspended shall not have recourse for their automatic suspension. Golfers who are scheduled for a suspension hearing shall not be allowed to play golf on RCSC golf courses until the hearing has been completed and any and all suspension time has been completed. Suspension hearings shall be conducted by the Golf Advisory Committee.

If a golfer refuses to reveal his/her identity to a volunteer Golf Ranger, the Golf Ranger shall attempt to obtain his/her identity from the group. If the group refuses to reveal his/her identity, the Golf Ranger shall record the golf group's location and time and shall obtain from the tee sheet their identity, fining and automatically suspending all players in the group. Automatic suspension for refusing to reveal an offender's identity is thirty (30) days.

Category I Offenses

- a. Motorized carts driving too close to greens, between bunkers and the putting surface and/or ignoring cart path only rules
- b. Driving in, pulling a cart in, or hitting from areas not for play, including but not limited to areas under repair, beautification areas, any designated or marked areas and wet or soft areas
- c. Underage cart drivers or golfers (all cart drivers must be 16 years of age)
- d. Non-golfers on course during hours of play or pets on golf course at any time - violators may also be prosecuted for trespassing - organized events may allow spectators at the discretion of the Director of Golf
- e. Violations of any general, carts or dress golf rules and regulations

1. Category I Fines & Suspensions

- a. First offense: \$15 fine per infraction/per person
- b. Second offense: \$25 fine per infraction /per person
- c. Third offense: \$50 fine per infraction per person and
Golf Advisory Committee suspension hearing

2. Category II Offenses:

- a. Playing without checking in at pro shop
- b. Practicing on course
- c. Jeopardizing or interfering with the rights and privileges of others or compromising anyone's safety
- d. Causing damage to RCSC property
- e. Abusive language or aggressive action towards golf employees or other golfers
- f. Misuse and illegal transfers of golf receipts which are considered a thievery of services
- g. Any aggressive or abnormal behavior not conducive to normal golf activities
- h. Double dippers - multiple tee time violations
- i. Playing without paying

4. Category II Fines & Suspensions:

- a. First offense: \$50 fine per infraction/per person
- b. Second offense: \$75 fine per infraction /per person
- c. Third offense: \$100 fine per infraction per person and
Golf Advisory Committee suspension hearing

Continued violations of these or other rules shall result in suspension of playing privileges lasting from two (2) weeks to permanent suspension. No suspension will be made without a hearing by the Golf Advisory Committee. If privileges are suspended or revoked there will be no refund or rebate given for annual golf passes/permits or any other golf fees.

Green Committee

RCSC Green Committees are a subsidiary committee under the Golf Advisory Committee. Each golf course shall have one Green Committee composed of up to 3 male golfers and 3 female golfers. Green Committee members must be RCSC Members in good standing. They do not have to be members of the Sun City Men's Golf Association (SCMGA) or the Sun City Women's Golf Association (SCWGA). Notice of vacancies and sign-up sheets to serve on a Green Committee will be posted at the pro shops sixty (60) days before election date. Each Green Committee will have a maximum of six members. The term of each member will be a maximum of two (2) three-year terms. If there are more than three male or three female candidates for a Green Committee then an election must be held and conducted by the SCMGA or the SCWGA respectively. Ballots will be collected at the pro shop.

Each Green Committee may select two members, one male golfer and one female golfer, to represent the golf course on the Golf Advisory Committee, a standing committee to the RCSC Board of Directors. The selected representatives of each Green Committee will attend Golf Advisory Committee meetings and will have a vote on matters presented to the Golf Advisory Committee.

The Green Committees will meet once a month at their courses on a date convenient for its members and the course superintendent. Green Committee members will listen to golfers' complaints and concerns in order to provide input for improving all aspects of the golf program. Requests for changes and improvements to the golf courses will be presented to the Golf Advisory Committee. The Director of Golf will investigate the feasibility of course changes and improvements. Discussion of the proposals will then be submitted to the Board of Directors for approval.

In addition to each selected Green Committee member having a vote on the Golf Advisory Committee, the Presidents of the Sun City Men's Golf Association ("SCMGA"), Sun City Women's Golf Association ("SCWGA") and the Sun City Women's Nine Hole Association will also have a vote.

Independent Golf Teaching Professionals

1. There will be a maximum of four independent golf teaching professionals at the RCSC golf courses. The Director of Golf will determine the qualifications of these professionals.
2. Each teaching professional will be an independent contractor and will make his/her own appointments and handle his/her own money.
3. Playing lessons will be scheduled with the starter at the course to be played.
4. Independent teaching professionals will conduct, as a group, free golf clinics twice a year to promote golf at RCSC golf courses. These will be held each Saturday for one month in the spring and fall.
5. Teaching professionals will submit current proof of professional liability insurance to the Director of Golf on an annual basis. Each teaching professional will instruct their insurance company to furnish a copy of the notice of cancellation to the Director of Golf.

Tee Sheet Management

The default tee sheet for 18 hole regulation courses (Ladies Day and Men's Day excluded) will be double-tee, also referred to as crossover. The Director of Golf shall have the discretion to implement a straight sheet (Ladies Day and Men's Day excluded), following a defined schedule. Tee sheets set up to accommodate shotgun starts will not count for the purpose of defining the straight sheet percentage. The Director of Golf shall, at his/her discretion, remove straight sheet starts, if so doing is to the benefit of RCSC and its cardholders.

Golf Tournament & Events

Only approved tournaments will be allowed at RCSC golf facilities.

In order to be approved, tournament requests must meet at least one of the following criteria:

1. Sponsorship by a RCSC Chartered Club
2. Sponsorship by an organization wherein the majority of membership is constituted by RCSC Cardholders
3. Tournaments sponsored by non-resident groups may be approved providing adequate play is available for residents. Non-RCSC Cardholder tournaments must be approved by the Director of Golf. All applicable tournament requests will be coordinated by the Pro Shop Manager or Director of Golf and submitted to the Director of Golf. Any group which disagrees with the decision of the Director of Golf may elevate the request to the Golf Advisory Committee for further consideration.

Any RCSC club or organization collecting dues or fees that are passed through to an outside organization (national, state, or local) shall advise the individual member or participant of this in writing.

Tournaments that are exempt from the booking fee are:

1. SCMGGA Annual Events - held January through December (22 events)
2. SCWGA Annual Events - held January through December (25 events)
3. Team play - November through March
4. SCWGA - Shotgun Membership meetings
5. SCWGA – Better Ball Tournament – First Saturday in December, March 9:00am Shotgun
6. Quail Run 9-Hole Invitational
7. Quail Run Women's Octogenarian – 8:30am Shotgun
8. Annual Sun Cities Classic (Sun City vs. Sun City West)
9. Sun City AZ Mixers

Other Golf Events

Only approved golf events will be allowed at RCSC Facilities. The following general criteria for approval are established:

1. The request must be submitted at least fifteen (15) days prior to the date requested.
2. The request must be accompanied by a list of participants and their RCSC Cardholder number, guest names and/or outside (public) player name.
3. Events must pay the current per golfer booking fee to block tee times unless a group is asked by the Director of Golf to combine with another pre-booked group. This fee can be added to the price of the current green fee and paid at the time the green fee is paid. All

tournaments/outings, including SCMGA/SCWGA, will pay the current per person sweeps fee to be used for golf certificates unless waived by the Director of Golf.

4. The minimum number of players participating in a pre-booked outing/event must be sixteen (16). Requests for groups containing fewer than sixteen (16) players will be rejected.
5. No requests will be accepted for Tuesday (Ladies' Day) or Wednesday (Men's Day) or that interfere with other scheduled events.

Golf Tournament & Event Criteria

1. The minimum number of players required to block tee times is sixteen (16). Tournaments, outings or events having less than that minimum will not be considered.
2. Shotgun starts must have a sufficient number of players to have two groups per hole on par fours and par fives, and one group on each par three. If a group does not have a sufficient number of players to fulfill the requirements listed above, the group will be considered a reverse shotgun. The Director of Golf, at his/her discretion, may waive this requirement, if so doing is to the benefit of RCSC and its cardholders. The SCMGA Annual Championship is allowed a reverse shotgun start regardless of number players. The maximum number of players for a shotgun start is 180. A request for a reverse shotgun must be made to the Director of Golf. All preferred tee times (either shotgun or blocked) will incur a booking fee per participant unless a group is asked by the Director of Golf to combine with another pre-booked group. This is in addition to any other fees charged for the tournament. Fees collected will be entered into golf revenue.
3. Starting times and formatting of tee times for approved group bookings will be controlled by the Pro Shop Manager or Director of Golf.
4. Approved tournaments must provide a list of names/pairings for the tournament to the appropriate pro shop six (6) days prior to the event. Failure to provide this listing may cause cancellation of the tournament/event.
5. No golf tournament may be scheduled on Tuesdays (Ladies' Day) or Wednesdays (Men's Day), without the consent of the SCWGA or SCMGA clubs respectfully. Golf tournaments on other days will be scheduled to provide at least one regulation golf course open to regular play both north and south of Grand Avenue.
6. All morning shotguns will start no later than one-half hour after the day's first tee time unless otherwise approved by the Director of Golf. A reverse shotgun starting time will be no later than one hour after the day's first tee time unless otherwise approved by the Director of Golf. All afternoon shotguns will start no earlier than 12:00pm unless otherwise approved by the Director of Golf.
7. Shotgun events will be scheduled for 4 ½ hours (4-somes) and 5 hours (5-somes).
8. No shotguns may be scheduled for November 15 through March 1 unless otherwise approved by the Director of Golf. The following events are exempt from this provision: Sun City AZ Mixers, SCWGA semi-annual membership meeting tournaments, Guys & Dolls, Member-Guest, SCMGA and SCWGA.
9. SCMGA/SCWGA shall provide the Pro Shop Manager or Director of Golf a written schedule of events (other than Tuesday/Wednesday events) no later than September 30 for the following year. This schedule shall include the date, format and course requested for the event.

BE IT FURTHER RESOLVED that a copy of this resolution shall be posted on the RCSC website for Members and shall be made available to Members upon request at no cost.

Adopted and signed this 28th day of March, 2019 at a duly called Board meeting by a majority (5) of the Recreation Centers of Sun City, Inc. Board of Directors.

ATTEST:

Jerry DeLano, President

Diana Graettinger, Secretary

RECREATION CENTERS OF SUN CITY, INC.

BOARD OF DIRECTORS MOTION/RESOLUTION

Date of Meeting: March 28, 2019	Proposed by: Treasurer Wilson
----------------------------------------	--------------------------------------

I MOVE THAT Board Policy Resolution No. 18, titled Bowling as amended, be approved in its entirety and replace previous Board Policy Resolution No. 18 titled the same.

Note: Amendments shown as highlights with strikethrough for deletions (~~example~~) and highlights for additions (example).

Approved

Defeated

Postponed

Withdrawn

RECREATION CENTERS OF SUN CITY, INC.

BOARD POLICY RESOLUTION No. 18 (“BP 18”)

BOWLING

WHEREAS ~~Article IV, Section 7~~ **Article V, Section 6.3** of the Corporate Bylaws empowers the Board of Directors (“Board” or “Directors”) of the Recreation Centers of Sun City, Inc. (“RCSC” or “Corporation”) to adopt Policies (“BP” or “Policies”) not in conflict with the Restated Articles of Incorporation (“Articles”) or the Corporate Bylaws (“Bylaws”).

~~WHEREAS to minimize inconsistencies, misunderstandings and misinterpretations inherent in verbal instructions, rules and regulations, the Board of Directors has established Board Policies in written form. Such Policies shall be titled, numbered and indexed for easy reference and use.~~

WHEREAS the Articles and Bylaws shall take precedence over Board Policies and **the definitions in the Bylaws shall apply.** ~~that~~ The following Board Policy ~~on Bowling~~ shall provide instruction, direction and guidelines regarding ~~such~~ Bowling and shall remain in effect until such time it is amended or removed by the Board.

NOW, THEREFORE BE IT RESOLVED the Corporation shall adhere to the **following policies on Bowling at Lakeview Lanes and Bell Lanes (collectively known as “Bowling Centers”)** ~~policy:~~

(With the integration of portions of Board Policy Resolutions 10 regarding Bowling into this amendment of Board Policy 18, the markup of changes is limited only to those that change the intent or connotation of BP18 and/or integrated Board Policies and do not reflect all the specific changes made to accommodate the amalgamation of these Corporate Documents.)

General Bowling Rules & Regulations *(BP10 integrated)*

Children under 4 years of age are not allowed to bowl, nor are they allowed within the bowling game areas. Regardless of age, children must be able to safely handle a bowling ball to be allowed to bowl, as determined by RCSC personnel. All guests 18 years of age and younger must be accompanied by an adult 19 years of age or older.

1. Food and beverages are not permitted in the bowling area. Alcoholic beverages may not be brought into or out of the Bowling Centers.
2. Bowling shoes must be worn at all times while in the approach area. Socks are required for renting RCSC bowling shoes. Men must wear shirts with sleeves, women cannot wear halter or tube tops and bare feet are not allowed.
3. Powders are not allowed in the bowling area or approaches.
4. Excessive bowling ball lofting is not permitted, as determined by RCSC personnel.
5. RCSC is not responsible for damage to bowling balls. No one is allowed past the foul line, excluding RCSC personnel.

The Director of Bowling will make and publish rules and regulations in the conduct, administration, care, and maintenance of the lanes and equipment to keep them in a condition in order to comply with USBC certified play. ~~A copy of such rules and regulations will be kept in the Bowling Manager’s office and published at the Bowling Centers. The Bowling Manager will review these rules and regulations once each year or as required.~~

Use of Bowling Centers

1. Cardholders in good standing may use the Bowling Centers for Cardholder bowling rates. Guests of Cardholders shall pay the guest rate and are not required to use a Guest Pass or Host Punch Card to bowl.
2. Persons without a RCSC Member of Privilege Card (hereinafter referred to as “Non-Cardholders”), 55 years old and older, may bowl at the Bowling Centers provided they show government issued identification, with picture, verifying their age. Such bowlers shall pay the guest rate for bowling and shall be allowed to participate in league play and may not be removed from a league/team once they have established a regular league/team status.
3. Guests under 55 years of age may use the Bowling Centers but their host, a RCSC Cardholder, must sign them in. Such guests shall pay the guest rate for bowling.
4. Non-Cardholders age 19 or older may participate in leagues at the Bowling Centers provided that the league has approved such. Any person that is on a league/team can practice during open play without being signed in by a Cardholder. The open bowl privilege of underage Non-Cardholders does not extend to their guests. All Non-Cardholders shall pay the guest rates for bowling.
5. The Recreation Centers of Sun City West (RCSCW) and Sun City Grand (SCG) cardholders may use RCSC billiard tables located within the Bowling Centers during the annual RCSCW Sports Pavilion and SCG summer shutdown period. The Director of Bowling will issue a letter to the RCSCW Sports Pavilion and SCG Managers annually outlining the rules, policies, procedures and time period for which the approval is extended. RCSCW and SCG cardholders will be allowed to purchase RCSC host punch cards after presenting a valid RCSCW or SCG card. Unused punches on the RCSC host punch cards will not be refundable. In order to use the RCSC billiard facilities, RCSCW and SCG cardholders must present their card and a RCSC host punch card. A RCSC host punch card may be used by more than one person but they must be valid RCSCW or SCG cardholders. The RCSC host punch card will be punched one time for each person. This privilege is not extended to guests of RCSCW or SCG cardholders. RCSC Cardholders will have priority when billiard tables are issued and during busy times, RCSCW and SCG cardholders may be asked to discontinue play in order to issue a table to a RCSC Cardholder.

Instruction Classes

Bowling instruction classes are open to all RCSC Cardholders and Non-Cardholders 55 years old and older. Any person that is on a league/team can participate in bowling instruction classes regardless of age.

Bowling Tournaments

Only approved tournaments will be allowed at the Bowling Centers. The following is the criteria for tournament approval:

1. All tournaments shall be scheduled in advance and requests for such shall be submitted to the Director of Bowling. Upon request for a tournament, the Director of Bowling will verify the validity of the request.
2. Upon the request for a bid from an USBC sponsored event, the Director of Bowling shall determine if the lanes can accommodate the tournament on the requested dates and times.

3. RCSC Cardholders and Non-Cardholders are allowed to participate in tournament events as long as they meet the requirements listed in the tournament rules. All tournament participants shall pay the lineage rate posted on the entry form.

BE IT FURTHER RESOLVED that a copy of this resolution shall be posted on the RCSC website for Members and shall be made available to Members upon request at no cost.

Adopted and signed this 28th day of March, 2019 at a duly called Board meeting by a majority (5) of the Recreation Centers of Sun City, Inc. Board of Directors.

ATTEST:

Jerry DeLano, President

Diana Graettinger, Secretary

RECREATION CENTERS OF SUN CITY, INC.

BOARD OF DIRECTORS MOTION/RESOLUTION

Date of Meeting: March 28, 2019	Proposed by: Director Hoffer
----------------------------------------	-------------------------------------

I MOVE THAT Board Policy Resolution No. 19, titled Press and Media as amended, be approved in its entirety and replace previous Board Policy Resolution No. 19 titled the same.

Note: Amendments shown as highlights with strikethrough for deletions (~~example~~) and highlights for additions (example).

Approved

Defeated

Postponed

Withdrawn

RECREATION CENTERS OF SUN CITY, INC.

BOARD POLICY RESOLUTION No. 19 (“BP 19”)

PRESS and MEDIA

WHEREAS **Article V, Section 6.3** ~~Article IV, Section 7~~ of the Corporate Bylaws empowers the Board of Directors (“Board” or “Directors”) of the Recreation Centers of Sun City, Inc. (“RCSC” or “Corporation”) to adopt Policies (“BP” or “Policies”) not in conflict with the Restated Articles of Incorporation (“Articles”) or the Corporate Bylaws (“Bylaws”).

~~WHEREAS to minimize inconsistencies, misunderstandings and misinterpretations inherent in verbal instructions, rules and regulations, the Board of Directors has established Board Policies in written form. Such Policies shall be titled, numbered and indexed for easy reference and use.~~

WHEREAS the Articles and Bylaws shall take precedence over Board Policies and **the definitions in the Bylaws shall apply.** ~~that~~ The following Board Policy ~~on Press & Media~~ shall provide instruction, direction and guidelines regarding ~~such~~ **Press and Media** and shall remain in effect until such time it is amended or removed by the Board.

NOW, THEREFORE BE IT RESOLVED the Corporation shall adhere to the following policies regarding Press and Media:

To maintain a mutually beneficial relationship between the press and the Recreation Centers of Sun City, Inc. while protecting the interests and privacy of Cardholders and **personnel** ~~Employees~~, RCSC asks members of the press and media to abide by the following policies and procedures:

Press Releases and Publicity

All press releases, general publicity and press inquiries for RCSC will be handled by the Communications & Marketing Coordinator. Most RCSC press releases will be e-mailed to representatives of the relevant news provider(s) and the releases will also be posted on the RCSC web site at www.suncityaz.org.

Requests for Interviews

All requests for interviews with ~~members of~~ the Board or ~~RCSC Employees~~ **personnel** should be directed to the Communications & Marketing Coordinator. Please provide ample time (in most cases, at least 24 hours) for the Communications & Marketing Coordinator to arrange the interview or provide the information requested.

Standard Operating Procedures for Interviews

Upon receiving a request for an interview with the media, the Communications & Marketing Coordinator will notify the applicable party of the request and the purpose for the interview. A member of Management will be present for each interview; if unavailable, another Board member will be present. If time is of the essence, the Board, General Manager or Assistant General Manager may grant an interview without anyone else present, however, the Communications & Marketing Coordinator will be in attendance if at all possible.

Visits to RCSC Facilities

The RCSC Facilities are private property and are only open to personnel and Cardholders and their guests. All members of the press and media, including reporters and photographers, need to contact the Communications & Marketing Coordinator and receive approval before visiting any RCSC Facilities. This policy exists to protect personnel and preserve the privacy and comfort of Cardholders who visit RCSC Facilities for recreation and leisure.

Exceptions

1. ~~*Monthly Board of Directors Meetings and Directors Members Exchanges*~~ **Board and Committee Meetings**: Press and media representatives (reporters and photographers) are welcome to attend these meetings and do not need prior approval. However, press and media representatives will restrict their activities to these meetings unless prior approval has been received from the Communications & Marketing Coordinator.
2. *Invitations from Chartered Clubs*: If a Chartered Club invites a press and media representative to interview or photograph Club members, he or she does not need to seek approval from the Communications & Marketing Coordinator. However, press and media representatives are asked to inform the Communications & Marketing Coordinator that they will be on the premises by invitation of a Club.
3. *Scheduled Events*: The press is welcome to attend and cover periodic scheduled events by the RCSC for the benefit of its Cardholders. Questions relating to the event are to be directed to the Communications & Marketing Coordinator or the sponsors of the event.

BE IT FURTHER RESOLVED that a copy of this resolution shall be posted on the RCSC website for Members and shall be made available to Members upon request at no cost.

Adopted and signed this 28th day of March, 2019 at a duly called Board meeting by a majority (5) of the Recreation Centers of Sun City, Inc. Board of Directors.

ATTEST:

Jerry DeLano, President

Diana Graettinger, Secretary

RECREATION CENTERS OF SUN CITY, INC.

BOARD OF DIRECTORS MOTION/RESOLUTION

Date of Meeting: March 28, 2019	Proposed by: Director Kennedy
----------------------------------------	--------------------------------------

I MOVE THAT Board Policy Resolution No. 25, titled Food and Beverage as amended, be approved in its entirety and replace previous Board Policy Resolution No. 25 titled the same.

Note: Amendments shown as highlights with strikethrough for deletions (~~example~~) and highlights for additions (example).

Approved

Defeated

Postponed

Withdrawn

RECREATION CENTERS OF SUN CITY, INC.

BOARD POLICY RESOLUTION No. 25 (“BP 25”)

FOOD AND BEVERAGE

WHEREAS **Article V, Section 6.3** ~~Article IV, Section 7~~ of the Corporate Bylaws empowers the Board of Directors (“Board” or “Directors”) of the Recreation Centers of Sun City, Inc. (“RCSC” or “Corporation”) to adopt policies not in conflict with the Restated Articles of Incorporation (“Articles”) or the Corporate Bylaws (“Bylaws”).

~~WHEREAS to minimize inconsistencies, misunderstandings and misinterpretations inherent in verbal instructions, rules and regulations, the Board of Directors has established Board Policies (“BP” or “Policies”) in written form. Such Policies shall be titled, numbered and indexed for easy reference and use.~~

WHEREAS the Articles and Bylaws shall take precedence over Board Policies and **the definitions in the Bylaws shall apply.** ~~that~~ The following Board Policy ~~regarding Food and Beverage~~ shall provide instruction, direction and guidelines regarding **such Food and Beverage** and shall remain in effect until such time it is amended or removed.

NOW, THEREFORE BE IT RESOLVED the Corporation shall adhere to the following Food and Beverage policy:

All the following rules, regulations and restrictions apply to all food and beverage operations on or within RCSC Facilities:

Cafes/Restaurants/Snack Shops (hereinafter referred to as “the food and beverage establishment(s)”) for the purposes of this policy are as follows:

Bell Café/Restaurant/Bell Lanes, 16820 N 99th Ave, Sun City, Arizona

Lakeview Café/Restaurant/Lakeview Lanes, 10502 W Thunderbird Blvd, Sun City, Arizona

Riverview Snack Shop, 16401 N Del Webb Blvd, Sun City, Arizona

Lakes Snack Shop, 10433 W Talisman Rd, Sun City, Arizona

North Snack Shop, 12650 N 107th Ave, Sun City, Arizona

South Snack Shop, 11000 N 103rd Ave, Sun City, Arizona

Willow Snack Shop, 10600 N Boswell Blvd, Sun City, Arizona

Outside Food and Beverages

Outside food and beverages may not be permitted in the food and beverage establishments or on the contiguous patios or bowling center concourses so long as the food and beverage establishment is open for business.

Recreation Center Kitchens

Recreation center kitchens are not subject to regulation or inspection by Maricopa County Environmental Health Division. Therefore RCSC does not guarantee or represent that food and beverages served from any recreation center kitchen is safe to consume. These kitchens can be used by licensed caterers to warm or cool food and beverages only. These kitchens may not be used to prepare food and beverages for cooking from a raw state. These kitchens are for use by Cardholders

and food and beverages served from them shall be available to Cardholders and their guests only for consumption and not to the public.

Catering

Food and beverages may be warmed or cooled in a recreation center kitchen just prior to service by a caterer, but shall not be prepared, originally chilled, initially cooked or heated or stored there. Only caterers with valid permits and certificates of insurance on file in the Clubs & Activities Office at Lakeview may provide service at RCSC Facilities. Catering is, as defined by Maricopa County Environmental Health Code, a food establishment where a pre-arranged number of meals and/or food and beverage products are prepared at one permitted premise for immediate service and consumption at another pre-arranged off-site location for a temporary event or other occurrence.

Pot Lucks

Food and beverages prepared in a kitchen of a private home or from another unapproved source may be provided at RCSC Facilities provided that such food and beverage is made available only to Cardholders and their guests. Pot lucks shall not be open to the public. If such event is held in a location where a sign is not already visible stating that the food being served is not prepared in a kitchen that is subject to regulation and inspection by the Maricopa County Environmental Health Division, a temporary sign must be prepared and posted.

If the club/organization sponsoring the event wishes to accept donations or charge a fee for a pot luck or meal they have prepared, they may be required to secure a permit from the Maricopa County Environmental Health Division.

Bake Sales

The Standard Operating Procedures for bake sales from the Maricopa County Environmental Services Department are to be followed.

Alcoholic Beverages

If the club/organization sponsoring the event/tournament wishes to accept donations or charge a fee for any alcoholic beverages, they must secure a Special Events License from the Arizona Department of Liquor or an organization with the license to sale alcoholic beverages.

BE IT FURTHER RESOLVED that a copy of this resolution shall be posted on the RCSC website for Members and shall be made available to Members upon request at no cost.

Adopted and signed this 28th day of March, 2019 at a duly called Board meeting by a majority (5) of the Recreation Centers of Sun City, Inc. Board of Directors.

ATTEST:

Jerry DeLano, President

Diana Graettinger, Secretary

RECREATION CENTERS OF SUN CITY, INC.

BOARD OF DIRECTORS MOTION/RESOLUTION

Date of Meeting: March 28, 2019	Proposed by: Vice President Lehrer
----------------------------------------	-------------------------------------------

I MOVE THAT the Corporate Bylaws be approved in its entirety and replace any previous versions of the Corporate Bylaws.

Note: Amendments shown as highlights with strikethrough for deletions (~~example~~) and highlights for additions (example).

Approved

Defeated

Postponed

Withdrawn

RECREATION CENTERS OF SUN CITY, INC.

CORPORATE BYLAWS

Amended March 29, 2018

WHEREAS Article VIII, Section 3 of the Restated Articles of Incorporation (“Articles”) provides that the Board of Directors (“Board”) of the Recreation Centers of Sun City, Inc. (“RCSC” or “Corporation”) may adopt Corporate Bylaws (“Bylaws”) not in conflict with the Articles.

NOW, THEREFORE, BE IT RESOLVED the Corporation shall adhere to the following Bylaws.

(With the integration of Board Policy Resolutions 1, 2, 3, 4, 5, 6, 8, 9, 13, 16, 20, 21, 22, 24, 27, 28, 29, 30, 31, 32 and 33 into this amendment of the Corporate Bylaws the markup of changes is limited only to those that change the intent or connotation of the Bylaws and/or integrated Board Policies and do not reflect all the specific changes made to accommodate the amalgamation of these Corporate Documents. Please note that all references to Chartered Clubs has been integrated into BP12.)

The following definitions shall apply: *(Entire definition section added)*

- A. “**Cardholder(s)**” is defined as a Member and/or Privilege Cardholder(s).
- B. “**Cardholder Privileges**” is defined as privileges granted Member or Privilege Cardholder(s).
- C. “**Chartered Club(s)**” or “**Club(s)**” is a group of Cardholders with a common interest formed as a part of the Corporation’s group tax exemption as a subordinate Chartered Club under section 501(c)(4) of the Internal Revenue Code. A Chartered Club qualifies as such as outlined in Board Policy Resolution No. 12 titled Chartered Clubs.
- D. “**Company**” is defined as a Corporation, LLC, Partnership, LLP, or any other entity that represents non-individual ownership other than trusts which holds or owns the current ownership interest in a Property.
- E. “**Corporate Documents**” are the Restated Articles of Incorporation, Corporate Bylaws, Board Policies and/or any rules and regulations of the Corporation.
- F. “**Facilities Agreement**” is an agreement between the Corporation and the Property Owner(s) which obligates each and every Owner to pay assessments and fees imposed by the Corporation when due whether or not Owners occupy the Property or use RCSC Facilities.
- G. “**Member(s)**” or “**Membership**” is defined as Owner(s) who meet the Member qualifications. Once Member qualifications are verified by the Cardholder Services Office, Member status shall be established and a Member Card with Owner’s photo shall be issued by the Corporation. Members in good standing shall be considered as the Membership of the Corporation.
- H. “**Member Card**” is defined as a card with Owner’s photo that is issued by the Corporation once Member qualifications are verified by the Cardholder Services Office.
- I. “**Member(s) in good standing**” is defined as a Member whose assessments, fees and any and all other charges are current for all Properties in which the Owner has an ownership interest and who’s Member Privileges are not suspended.
- J. “**Member Privileges**” are granted Member Cardholders in good standing who may vote, serve on the Board or Committees, speak at Membership and Board meetings, join and participate in Chartered Clubs, receive discounted rates for golf and bowling, attend free RCSC events and entertainment, and use all available RCSC Facilities subject to the

Corporate Documents. Owners who cannot meet the Member documentation requirements shall not be issued a Member Card and shall not receive any Member Privileges.

- K. **“Management”** is defined as Senior Management: General Manager, Assistant General Manager, Director of Golf and Grounds, Director of Bowling Operations, Director of Human Resources, Director of Member Services and Controller.
- L. **“Owner(s)”** or **“the Owner(s)”** is defined as any individual or entity holding or owning a current ownership interest in a Property.
1. If a trust holds or owns the ownership interest in the Property, then the Owner(s) shall be no more than two of the Grantors, or if deceased, no more than two remainder beneficiaries of the trust. Remainder, contingent or non-vested beneficiaries of a trust shall not be considered Owner(s).
 2. If a Company holds or owns the current ownership interest in the Property, then the Owner(s) shall be no more than two individuals selected by the Company from its shareholders, members or partners provided that said individuals have an ownership interest in said Company.
 3. If life estate and remainderman interests hold or own the current ownership interest in the Property, then Owner(s) shall be the life estate interest(s).
- M. **“Privilege Card”** is defined as a card with Cardholder’s photo that is issued by the Corporation once qualifications for such are verified by the Cardholder Services Office.
- N. **“Privilege Cardholder Privileges”** are granted Privilege Cardholder(s) in good standing who may join and participate in Chartered Clubs, receive discounted rates for golf and bowling, attend free RCSC events and entertainment, and use all available RCSC Facilities subject to the Corporate Documents.
- O. **“Privilege Cardholder(s) in good standing”** is defined as a Privilege Cardholder whose privileges are not currently suspended and the assessments, fees and any and all other charges against the Property for which the Privilege Card is issued are current.
- P. **“Property(ies)”** or **“the Property(ies)”** or **“a Property”** is defined as any land, building or structure or portion of any building or structure which is, has been or is intended to be, for use and occupancy as a dwelling unit that is real property in Sun City, Arizona located in the area entitled "Sun City General Plan, Maricopa County, Arizona," as prepared by the Del E. Webb Development Company and dated July 1972, November 1974, August 1975, and September 1978 with subsequent amendments thereto.
- Q. **“RCSC Facilities”** is defined as any and all facilities in Sun City, Arizona owned and/or operated by the Recreation Centers of Sun City, Inc., which includes but is not limited to: Oakmont Recreation Center (10725 W Oakmont Dr), Fairway Recreation Center (10600 W Peoria Ave), Mountain View Recreation Center (9749 N 107th Ave), Lakeview Recreation Center (10626 W Thunderbird Blvd), Sundial Recreation Center (14801 N 103rd Ave), Bell Recreation Center (16820 N 99th Ave), Marinette Recreation Center (9860 W Union Hills Dr), Grand Recreation Center (10415 W Grand Ave), Lakeview Lanes Bowling Center (10502 W Thunderbird Blvd), Bell Lanes Bowling Center (16810 N 99th Ave), Duffeland Dog Park (14610 N Del Webb Blvd), Sun Bowl Amphitheater and Softball Field (10220 N 107th Ave), North Golf Course, Pro Shop, Snack Shop and Maintenance Yard (12650 N 107th Ave), South Golf Course, Pro Shop and Snack Shop (11000 N 103rd Ave) and Maintenance Yard (10901 N 105th Ave), Quail Run Golf Course and Pro Shop (9774 W Alabama Ave) and Maintenance Yard (9703 N Sun Valley Dr), Lakes East/Lakes West Golf Courses, Pro Shop and Snack Shop (10433 W Talisman Rd) and

Maintenance Yard (10406 W Cameo Dr), Riverview Golf Course, Pro Shop and Snack Shop (16401 N Del Webb Blvd) and Maintenance Yard (10500 W Brookside Dr), and Willowcreek/Willowbrook Golf Courses, Pro Shop and Snack Shop (10600 N Boswell Blvd) and Maintenance Yard (10501 W Union Hills Dr).

- R. “**RCSC Organization(s)**” is defined as an organization directly affiliated with RCSC, including but not limited to: Chartered Clubs, golf associations affiliated with RCSC golf courses, Sun City Foundation, Inc., Sun City Property Holdings, Inc., and Viewpoint Lake Management Board.

ARTICLE I – CORPORATE OFFICE, RECORDS AND PRIVACY POLICY

The Recreation Centers of Sun City, Inc., a private non-profit corporation qualified under section 501(c)(4) of the Internal Revenue Code, is regulated by Arizona Revised Statute Title 10 for non-profit corporations. RCSC was created for the sole purpose of supporting recreational facilities and activities within the Sun City, Arizona community.

SECTION 1: CORPORATE OFFICE

The principal Corporate Office for the transaction of business of the Recreation Centers of Sun City, Inc. is located in Sun City, Maricopa County, Arizona at the Lakeview Recreation Center at 10626 W Thunderbird Blvd, Sun City, Arizona 85351.

SECTION 2: CORPORATE RECORDS *(BP3 integrated)*

- A. The following guidelines shall be followed regarding review of corporate records. The process serves to maintain the integrity of RCSC documents while providing access to Members with a legitimate basis for the examination of such records.
1. A Member wishing to examine corporate records must submit a [Request for Review of Corporate Records Form](#) to the Corporate Office which states the purpose to be served by the review; ~~how the person qualifies as a person entitled to examine corporate records~~, and an itemized statement of the specific documents to be examined.
 2. Must be a Member in good standing for at least six (6) months preceding the request for records.
 3. The request must be made in good faith and for a specific purpose. It shall be at the sole discretion of the Board as to whether the Member has a valid purpose for review of the corporate records requested.
 4. If the request is approved, a date, time and place will be set for the review, ~~allowing at least five business days~~. If the request is denied, the Member will be notified accordingly.
 5. Review of documents must take place under Board or RCSC employee supervision.
 6. No original records of the Corporation can be removed from the premises during this process. No marks, notations, erasures, or other defacements will be made on any original document(s).
 7. When information is contained in several documents, only one document at a time ~~will~~ **may** be submitted for review. Return of an examined document will authorize release of the next document for inspection.

8. After completing review of documents, ~~examiners~~ **Members** may request to have copies of a particular document, which may or may not be granted by the Board. There ~~will~~ **may** be a charge for copies ~~at the current rate~~ and such other additional charges as permitted by law.

SECTION 3: CORPORATE PRIVACY POLICY *(BP6 integrated)*

The Recreation Centers of Sun City, Inc. is required to obtain personal information from Owners and Cardholders in order to conduct normal business. It is the Corporation's objective to protect the privacy of that information. Only organizations that perform a recognized beneficial service to the Owners and Cardholders **(i.e. Sun City Posse, Sun City Fire Department, Sun City Homeowners Association)** may, at the discretion of the Board ~~after a review with~~ **or** Management, receive limited information.

SMOKING *(Moved to BP10)*

ARTICLE II – MEMBERSHIP, CARDHOLDERS AND GUESTS

SECTION 1: MEMBERS, MEMBERSHIP, MEMBER CARD/CARDHOLDER

Members in good standing shall be considered as the Membership of the Corporation. **Once Member qualifications are verified by the Cardholder Services Office, Member status shall be established and a Member Card with Owner's photo** shall be issued. Members in good standing may vote, serve on the Board or Committees, speak at Membership and Board meetings, join and participate in Chartered Clubs, receive discounted rates for golf and bowling, attend free RCSC events and entertainment, and use all available RCSC Facilities subject to the Corporate Documents.

Members shall be Owners who meet the following qualifications:

- A. A Member must be an Owner 55 years of age or older who occupies a Property as his/her primary Arizona residence unless his/her other residence is farther than seventy-five (75) miles from Sun City, Arizona in which case the Owner(s) must provide proof that he/she occupies the Property as well.
- B. If a spousal Owner is under 55 years of age, he/she may be a Member, provided:
 1. he/she is not under 19 years of age;
 2. he/she occupies the Property as his/her primary Arizona residence unless his/her other residence is farther than seventy-five (75) miles from Sun City, Arizona in which case the Owner(s) must provide proof that he/she occupies the Property as well; and
 3. that one spousal Owner is 55 years of age or older and occupies the Property at the same time.
 4. Continued Member status by an underage spousal Owner because of the death or long term medical relocation of the Owner meeting the age requirement, shall continue so long as the **Owners** ~~spousal Owner does not change the ownership and his/her~~ occupancy status of the Property **does not change**.
- C. If there are more than two Property Owners who meet the Member qualifications, such Owners must decide which two Owners will be classified as Members. Up to two Member Cards may be issued for each Property, provided there are two individuals who meet the Member qualifications. Additional Owners who qualify may purchase a Privilege Card.

- D. If the Owner is a trust, no more than two of the Grantors, or if deceased, no more than two remainder beneficiaries of the trust may be deemed to be Members, provided that they individually meet the Member qualifications. Remainder, contingent or non-vested beneficiaries of a trust will not be considered Owner(s) and are not eligible to be Members, unless the Grantors are deceased. Those granted lifetime use of a property are not eligible to be Members.
- E. If the Owner is a Company, the Company may select two of its shareholders or partners to be Members, provided that they individually meet the Member qualifications and further provided that said individuals have an ownership interest in said Company.
- F. **If Owner interests are split between separate life estate and remainderman interests, only the life estate holders may be Members. Those holding remainderman interests will not be considered Owners and are not eligible to be Members until the termination of the separate life estate interests. No more than two life estate holders, or if the life estate is terminated, two remaindermen, may be deemed to be Members provided that they individually meet the Member qualifications.**

Each individual qualified as a Member shall be issued no more than one Member Card, regardless of whether more than one Property is owned and assessments and fees are paid. A multiple Property Owner is not considered to occupy more than one Property at a time. Each individual qualified as a Member is entitled to only one vote on each matter voted on by the Members.

SECTION 2: MEMBER DOCUMENTATION REQUIREMENTS *(BP21 integrated)*

The requirements for documentation to prove Member eligibility is as follows:

- A. **Ownership:** Copy of the Maricopa County recorded deed; and
 1. if a trust, a copy of the trust documents showing Trustees, Co-Trustees or Successor Trustees, the Grantors of the trust and/or contingent, remainder or non-vested beneficiaries in the event the Grantors of the trust are deceased; or
 2. if a Company, copies of documentation verifying its shareholders, partners or ownership interests; or
 3. **if Owner interests are split between separate life estate and remainderman interests, documents showing those holding life estate interests in the Property and/or remaindermen interests in the event the life estate interests have been terminated.**
 4. If ownership is being acquired by an estate or trust, ownership will not be changed until the estate or trust documents are processed and a new deed has been recorded. ~~Until the transfer of ownership has been completed, previously issued Member Cards will be invalid.~~
- B. **Proof of Identity and Age:** Each individual listed on the recorded deed, trust documents, shareholder or partners' documents, or **life estate and remainderman documents** must provide proof of identity and age with one of the following documents:
 1. valid government issued driver's license or identification card, which includes picture and birth date; or
 2. valid passport, which includes picture and birth date; or
 3. any other documentation that appropriately verifies identity with both photo and birth date.

4. Each individual seeking a spousal exemption for the 55 year old age requirement to be a Member and receive a Member Card may also be required to provide a marriage license.
- C. **Occupancy:** Each individual qualified by ownership and age, must also qualify as occupying the Property as their primary Arizona residence, by providing one of the following:
1. a valid Arizona driver's license having the same address as the Property for which a Member Card is sought; or
 2. a valid Arizona driver's license having an address farther than seventy-five (75) miles from Sun City, Arizona; or
 3. a valid out-of-state or out-of-country driver's license; or
 4. if no valid driver's license is available, any government issued identification with the individual's name and address of the Property for which a Member Card is sought. An additional form of identification with a photo is required when the government issued identification does not contain a photo.
 5. Owners who misrepresent themselves as an occupant of a Property shall be subject to ~~temporary or permanent~~ suspension of ~~all~~ Member Privileges. This suspension automatically extends to all Owner(s) of said Property, as well as any occupants of any other Properties owned by such Owner(s) including denial of use of any and all RCSC Facilities, as determined by the Board.

Owners who cannot meet the Member documentation requirements shall not be issued a Member Card and shall not receive Member Privileges. Payment of assessments, fees or other charges does not constitute Membership or require issuance of Member Cards. Valid documentation of proof of ownership, identity, age and occupancy is required. A Member Card shall not be issued or activated if payment of all assessments, fees and any and all other charges against the Property and Owners is not current and the documentation requirements have not been met and verified by the Cardholder Services Office. Owners who falsify documents in order to obtain a Member Card shall be subject to suspension of all Member Privileges, including denial of use of any or all RCSC Facilities, and may no longer be considered a Member in good standing.

SECTION 3: UNQUALIFIED OWNERS

Owners who cannot meet Member qualifications are considered Unqualified Owners.

- A. An Unqualified Owner who does not occupy the Property may be entitled to purchase a ~~Host Punch Card~~ **Guest Pass** through the Cardholder Services Office. The ~~Host Punch Card~~ **Guest Pass** gives the Unqualified Owner the privilege of using RCSC Facilities while temporarily (14 days or less per year) in Sun City, Arizona, ~~subject to being signed in by a valid Cardholder or obtaining a Daily Guest Pass.~~
- B. An Unqualified Owner under 55 years of age who occupies the Property may be issued an annual Privilege Card for a fee, as determined by the Board, provided the Owner, who is under 55 years of age:
 1. is not under 19 years of age;
 2. occupies the Property as his/her primary Arizona residence unless his/her other residence is farther than seventy-five (75) miles from Sun City, Arizona in which case the Underage Owner must provide proof that he/she occupies the Property as well; and

3. provided further that there is verifiable proof of at least one person 55 years of age or older occupying the Property at the same time.

SECTION 4: NON-OWNER PROPERTY RESIDENTS

Non-Owners defined as renters, tenants, lessees, occupants, those granted lifetime use of Property who are not Owners and reside in a Property and meet the following criteria may be entitled to purchase a Privilege Card:

- A. A Non-Owner may be issued a 30-day, 60-day, 90-day or annual Privilege Card for a fee, as determined by the Board, provided:
 1. at least one Owner or Non-Owner who occupies the Property is 55 years of age or older;
 2. the Non-Owner occupies the Property as his/her primary Arizona residence unless his/her other residence is farther than seventy-five (75) miles from Sun City, Arizona in which case the Non-Owner(s) must provide proof that he/she occupies the Property as well;
 3. the Non-Owner is not under 19 years of age, and;
 4. the assessments, fees and any and all other charges against the Property where such Non-Owner resides, are current.

SECTION 5: PRIVILEGE CARD/CARDHOLDER *(BP8 & BP22 integrated)*

Unqualified Owners and/or Non-Owners may be entitled to purchase a Privilege Card for a fee, as determined by the Board. Privilege Cardholders in good standing may join and participate in Chartered Clubs, receive discounted rates for golf and bowling, attend free RCSC events and entertainment, and use all available RCSC Facilities subject to the Corporate Documents. A Privilege Card does not entitle Privilege Cardholders the right to vote, to speak at Membership or Board meetings or to serve on the Board or Committees.

- A. The documents required to obtain a Privilege Card by individuals who reside in a Property are as follows:
 1. Government issued identification with picture and birth date is required for each individual requesting a Privilege Card. No Privilege Card will be issued if the government issued identification shows an address other than the Property address within seventy-five (75) miles of Sun City, Arizona.
 2. A Non-Owner must present to the Cardholder Services Office a lease or completed [Affidavit for Non-Owner Occupants Form](#) signed by the Property Owner verifying that the Non-Owner is an occupant of the Property. Only those names listed on the lease or [Affidavit for Non-Owner Occupants Form](#) may be eligible for a Privilege Card. Owners who misrepresent someone as an occupant of a Property shall be subject to suspension, as determined by the Board, of all Member and Privilege Cardholder Privileges by all Owners and occupants of all Properties owned by Owner who made the misrepresentation.
 3. If a lease is presented to the Cardholder Services Office, the duration of the lease must be included in the document as the Privilege Card may only be valid from the beginning date of the lease until the expiration date (maximum one year) of the lease.
 4. If a lease should terminate prior to the year term allowed on an annual Privilege Card and a subsequent lease is obtained which has a successive time frame (whether or not Non-Owner is occupying the same Property), the Non-Owner shall be eligible to

receive a new expiration date on his/her annual Privilege Card at no additional cost provided all documentation requirements are met and the term does not exceed the maximum of one year from the date of purchase of the Privilege Card.

- B. An Owner whose assessments, fees and any and all other charges against the Property are not current shall render a Privilege Card issued on that Property as suspended until such time the Owner's account is rectified and current. No refund shall be issued for a suspended Privilege Card.
- C. Provided all assessments, fees and any and all other charges against the Property are current on which the Privilege Card was issued and the Privilege Card was not issued for less than one year and has been returned to the Cardholder Services Office a pro-rata refund may be available as follows:
 - 1. UPON THE ACQUISITION OF A PROPERTY provided the Privilege Cardholder has met the related Facilities Agreement obligations on the Property acquired and an application for a refund was filed within three (3) years from the date of acquisition. Documents showing the acquisition of the Property and that Member eligibility requirements have been met must be presented at the time the application for a refund is submitted. Refunds will be prorated from the date of acquisition to the expiration date of the card. If the assessments, fees and any and all other charges have not been paid on the Property acquired, the prorated refund amount will be applied towards those unpaid assessments, fees and other charges.
 - 2. UPON UNDERAGE OWNER BECOMING ELIGIBLE FOR MEMBERSHIP provided that the Owner presents documentation within three (3) years from the effective date showing their eligibility at the time the application for refund is submitted. Refunds will be prorated from the date of eligibility to the expiration date of the card. If the assessments, fees and any and all other charges have not been paid on the Property, the prorated refund amount will be applied towards those unpaid assessments, fees and charges.
 - 3. IN THE EVENT OF DEATH an application for refund must be filed within three (3) years from the date of death. A death certificate must be presented at the time the application for a refund is submitted. Refunds will be prorated from the date of death to the expiration date of the card.

Excluding the aforementioned, no other refunds will be issued for any reason for annual Privilege Cards. Privilege Cards issued for 30-day, 60-day or 90-day are not eligible for refund under any circumstances.

SECTION 6: GUESTS, GUEST PASS, HOST PUNCH CARD AND VISITORS *(BP9 & BP22 integrated)*

Guests of Cardholders in good standing may use RCSC Facilities for a daily guest fee, as determined by the Board, and subject to the Corporate Documents.

- A. A guest is defined as a non-resident of Sun City, Arizona friend, family member or unqualified caretaker/caregiver of a Cardholder. In order for a Cardholder to qualify for a caretaker/caregiver without a daily guest fee, the Cardholder must submit annually to the Corporate Office a completed [Physician Verification of Caretaker/Caregiver Requirement by Cardholder Form](#).
- B. Neither spouses nor any Sun City, Arizona resident, whether considered seasonal (*30 days or longer*) or permanent, can be considered guests. **Guests who live within seventy-five (75)**

miles of Sun City, Arizona are limited to fourteen (14) guest visits per year to RCSC Facilities other than RCSC's golf or bowling facilities which have their own respective guest rates and policies.

- C. A Guest Pass or Host Punch Card is required for guest entry to all RCSC Facilities except bowling and golf which have their own respective guest rates and guest check-in process. Guests obtaining access to RCSC Facilities with a Guest Pass or Host Punch Card may be required to show a government issued, picture ID to validate their identity and residency.
- D. All guests, including immediate family, must initially be signed in by a Cardholder **in person or online through the RCSC Web Portal**. Cardholders are not required to sign in guests in person with Guest Passes to RCSC Facilities. Guests obtaining access to RCSC Facilities with a Guest Pass may be required to show a government issued, picture ID to validate their identity and residency. Cardholders must assure that guests under age nineteen (19) are accompanied by an adult at all times. Cardholders who misrepresent a person as a qualified guest or whose guest fails to comply with the Corporate Documents shall be subject to suspension of all privileges and may no longer be considered a Cardholder in good standing.
- E. A daily guest fee is required for each person regardless of age. Daily guest fees are paid with a Host Punch Card which is punched once for each guest. Guest Passes allow guests to visit multiple RCSC Facilities on the same day with no additional guest fees. Guest Passes may be issued no more than seven (7) days in advance and may be valid up to seven (7) consecutive days.
- F. once for each guest for each day
- G. when guests plan to use the RCSC Facilities consecutively for several days, as long as the Host Punch Card is punched once for each guest for each day **or daily guest fee is charged through the RCSC Web Portal online** once for each guest for each day.
- H. Cardholders may purchase Host Punch Cards at RCSC Facilities check-in stations or at the Cardholder Services Office. Host Punch Cards do not expire until all blocks are punched. No refunds and no duplicate Host Punch Cards will be issued.
- I. Cardholders may purchase Guest Passes **online through the RCSC Web Portal**. Cardholders may obtain Guest Passes at RCSC Facilities check-in stations or at the Cardholder Services Office by using a Host Punch Card to pay the daily guest fee. Guest Passes expire as per the date(s) for which they were issued. No refunds and no duplicate Guest Passes will be issued.

Those who wish to tour RCSC Facilities, not partake in activities or use RCSC Facilities, may be considered Visitors not Guests. Visitors may gain access to RCSC Facilities by checking in with Facility Attendants and providing their driver's license prior to entering and touring RCSC Facilities. Once completed, Visitors should check-out with Facility Attendants who will return their driver's license.

SECTION 7: INCIDENT REPORTS *(BP30 integrated)*

Incident Report Forms are used to report any and all incidents out of the ordinary operation of RCSC within thirty (30) days of the incident. Anyone can report a person(s) failing to comply with the Corporate Documents by completing an **Incident Report Form**. An **Incident Report Form** can be obtained at RCSC Facilities, on the RCSC website (www.suncityaz.org) or at the Corporate Office. Completed Incident Reports remain confidential, ~~unless or until a Board hearing is called, at which time the completed Incident Report may be made available to the accused~~ subject to the provisions and requirements of federal, state and local laws. The maker of the Incident Report may be asked to

provide additional information. Incident Report Forms are sent or delivered to the Corporate Office, where they are reviewed for Cardholder notifications and processing.

If this is the Cardholder's ~~The~~ first and second Incident Reports submitted against a Cardholder within three (3) years will result in ~~in the past five (5) years,~~ the Cardholder is being notified of the reported violation incident via letter from Management. The Cardholder will be asked to complete an Incident Report Form describing their version of the incident. If after investigation the Cardholder is found to be in violation, the Cardholder will be sent another letter from Management and asked to cease and desist any actions that are contrary to the Corporate Documents.

~~If this is the Cardholder's second Incident Report in the past five (5) years, the Cardholder is notified of the reported via letter from Management and asked to cease and desist any actions that are contrary to the Corporate Documents.~~

If this is the Cardholder's a third incident is reported against the Cardholder within three (3) years, in the past five (5) years, the Cardholder is notified of the reported violation incident by the Board of Directors and may be offered an opportunity to voluntarily agree to a sixty (60) day suspension of all RCSC Cardholder privileges or they will be asked to appear at a hearing. If the RCSC Cardholder is offered and accepts a voluntary agreement to a sixty (60) day suspension, a Consent Agreement, Form B:30, must be completed and submitted to the Board Office. If a Board Hearing is to be conducted as defined in Board Policy Resolution No. 29 title Hearing Procedures and Cardholder Suspensions, the RCSC Cardholder will be notified of the date, time and location of the hearing.

SECTION 8: CARDHOLDER HEARING PROCEDURES AND SUSPENSIONS (BP29 integrated)

Cardholders who fail to comply with the Corporate Documents may be subject to ~~temporary or permanent~~ suspension of their Cardholder Privileges as determined by a Board Hearing Commission and may no longer be considered a Member or Privilege Cardholder in good standing. A Cardholder or group of Cardholders, whether or not sponsored by a Chartered Club, or any other person(s), must not behave in a manner which jeopardizes the rights or privileges of other Cardholders, their guests or any other person(s). A cease and desist order may be issued by the Board or Management against Cardholders for such behavior and upon failure of Cardholders to comply, a Board Hearing shall be set.

A Board Hearing Commission, appointed by the President, is made up of no less than three (3) Board of Directors. In the case of imminent danger to any person(s) or property and/or assault charges filed as a result of an alleged act committed on or at RCSC Facilities, Management has the authority to immediately and temporarily suspend their Cardholder Privileges for thirty (30) days. Such temporary suspension shall be reported to the Board and a Board Hearing shall be set within ten days. ~~In the event the Cardholder is a RCSC employee, the suspension will be issued from a Management who is not the employee's direct supervisor.~~ During a period of suspension or expulsion of any privileges or use of RCSC Facilities, Cardholders shall not be entitled to nor receive any reimbursement of any assessments or fees.

- A. Notice of Board Hearing: Notice of a scheduled Board Hearing shall be provided in writing at least fourteen (14) days prior to the hearing. The notice will inform Cardholders why and where the hearing will be conducted and will include the following:
 1. reported violation(s);
 2. Board hearing procedure;

3. date, time and place of hearing; and
4. notice that all witnesses have the right to attend the hearing. If witnesses are unable to attend, they may provide written comments that will be read at the hearing and submitted to the Board Hearing Commission.

The Cardholder may submit a written request to the Corporate Office to waive the hearing at least twenty-four (24) hours prior to commencement of the hearing. The failure by a Cardholder to appear at the time and place of the hearing shall result in waiver of the Cardholder's right to a hearing. Refusal or failure by the Cardholder to attend the hearing will require the Board Hearing Commission to use the information available to arrive at a decision. In the event the Cardholder is an employee of RCSC, the employee shall be provided leave without pay to attend the Board Hearing.

B. Board Hearing Procedure:

1. The Board Hearing Commission shall preside and conduct the hearing. An opening statement from the Board Hearing Commission detailing the reported violation(s) by the Cardholder(s), outlining the Board Hearing procedure to be followed and providing information as to when the Cardholder can expect a decision.
2. The Cardholder will not speak or provide comment until such time they are recognized by the Board Hearing Commission. The Cardholder will be given ample opportunity to respond and present his/her case and make comments which specifically relate to the violation(s) under review.
3. The responsibility to secure witnesses solely rests with the Cardholder. The Board Hearing Commission does not subpoena witnesses or compel testimony from witnesses.
4. Witnesses may be presented by both the Board Hearing Commission and the Cardholder. Witnesses will remain outside the hearing room and will be called in one at a time to give testimony.
5. Information provided by all witnesses, whether in person or in writing, shall be reviewed and heard by the Board Hearing Commission. If a witness is reluctant to make their comments in the presence of the Cardholder, they will be allowed to do so in front of the Board Hearing Commission only. If the incident involves RCSC personnel, then any federal, state and local laws and regulations applicable to employees shall apply and the Director of Human Resources or their appointee may attend the hearing.
6. The Cardholder may address the Board Hearing Commission and may call and question their witnesses. The Board Hearing Commission may ask questions and/or address the Cardholder and all witnesses.
7. Neither the Board Hearing Commission nor the Cardholder is bound by technical rules of evidence and/or court procedure in conducting the hearing.
8. All discussions and testimony shall be conducted in a polite and respectful manner without harassment or intimidation.

C. Board Hearing Decision: The Board Hearing Commission will notify the Cardholder in writing of the results of the hearing. Although the Board Hearing Commission has full authority to suspend Cardholders for any length of time, including permanently and on any basis, the following are minimum suspensions for the following offenses:

1. Owners who misrepresent their or other's occupancy of a Property– 6 months
 2. Owners or Cardholders who falsify documents – 12 months
 3. Cardholders who misrepresent the age or residency of a guest – 6 months
 4. Cardholders or their guests who fail to comply with the Corporate Documents – 3 months
- D. **Board Hearing Appeal:** A Cardholder may appeal the action taken by the Board Hearing Commission by submitting a written appeal request with the basis for the appeal to the Corporate Office within ten (10) business days after the date of the Board Hearing Commission's decision. The Board may deny the appeal request and will notify the Cardholder in writing accordingly. If the appeal request is accepted, the Cardholder may not introduce new witnesses or evidence. The entire Board will review all evidence submitted and watch the recorded hearing conducted by the Board Hearing Commission, if available. The Board of Directors will notify the Cardholder in writing of its final decision.

ARTICLE III – ASSESSMENTS, FEES AND COLLECTIONS *(BP 22, 24 & 28 integrated)*

Each and every Property Owner must execute a **Facilities Agreement** in the form required by the Corporation. All Owners are obligated to pay assessments, fees and other charges when due whether or not Owners occupy the Property or use RCSC Facilities. Assessments, fees and other charges shall be determined by the Board and shall be payable by Owners pursuant to the Facilities Agreement and Corporate Documents.

SECTION 1: ANNUAL PROPERTY ASSESSMENTS *(BP28 & BP22 integrated)*

The Corporation may levy an annual property assessment against each Property and its Owner(s). Each Owner of a Property, by accepting a deed or entering into a Facilities Agreement, is deemed to covenant and agree to pay these annual property assessments. All annual property assessments, together with interest due from the due date of such annual property assessment, late charges, costs (including lien fees and administrative costs) and reasonable attorneys' fees, shall be a charge and continuing lien upon each Property against which the annual property assessment is levied until paid and shall be the obligation of the Owner(s) of such Property at the time the annual property assessment is imposed. Upon a transfer of title to a Property, the grantee(s) shall be jointly and severally liable with the grantor(s) for any assessments, fees and other charges due at the time of conveyance. No first mortgagee or first deed of trust beneficiary who obtains title to a Property by exercising the remedies provided in its mortgage or deed of trust, as the case may be, shall be liable for unpaid annual property assessments which accrued prior to such acquisition of title. Annual property assessments shall be paid in such a manner and on such dates as the Board may establish. No Owner may exempt himself, herself or itself from liability for annual property assessments, by non-use of RCSC's Facilities, abandonment of his, her or its Property, or by any other means. The obligation to pay annual property assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of annual property assessments or setoff shall be claimed or allowed for any alleged failure by the Corporation, Board or RCSC personnel to take any action or perform such function required of it.

Annual property assessments are assessed on two methods, as follows:

- A. **Per Property Basis:** Each Property and its Owner(s) is assessed, regardless of the number of Owners, one annual assessment on a Per Property basis as determined by the Board. Any Property which has any change in its legal or beneficial ownership after February 1, 2003

will be assessed on a Per Property basis. ~~Up to two (2) Member Cards may be issued to qualifying Owners on a Per Property basis.~~ *(Included in Article II, Section 1.C)*

- B. **Per Person Basis:** Each Property and its Owner(s) is assessed for each and every Owner at the rate of one-half (1/2) of the annual Per Property basis assessment as determined by the Board. Property owned prior to February 1, 2003 will continue being assessed on a Per Person basis as long as:
1. Owners consistently maintain the Property as their primary Arizona residence **unless Owner's current residency requires long term medical relocation and the occupancy status of the Property has not changed**;
 2. Owners are in compliance with the Corporate Documents; and
 3. original Owners as of February 1, 2003 remain as majority (50% or more) Owners or income beneficiaries of the Property.

If any purchase, acquisition, transfer, inheritance of a Property occurs after February 1, 2003, or if any Owner or beneficial interest is added to the Deed after February 1, 2003, then the assessment basis shall be changed to a Per Property basis and a new Facilities Agreement shall be executed by all Owners. ~~A Member Card may be issued for each qualified Owner on a Per Person basis, however, only up to two Member Cards may be provided for each Property.~~ *(Included in Article II, Section 1.C)*

All refunds for annual property assessments must be applied for in writing through the Cardholder Services Office. Eligible pro-rata refunds on estate properties are issued only upon the sale of the Property. To receive a refund for annual property assessments, the Member Card should be returned if applicable. Pro-rata refunds for annual property assessments may be available as follows provided all annual property assessments, fees, and any and all other charges against the Property and Owners are paid in full:

- A. **UPON THE SALE OF PROPERTY** the Owner may be entitled to receive a pro-rata refund, provided the Owner has met the obligations as described in the Facilities Agreement and Corporate Documents including the execution of a Facilities Agreement by the new Owners. To receive a refund an application must be filed with the Cardholder Services Office within three (3) years from the close of escrow. Closing documents showing the sale of the property may be required at the time the application for a refund is submitted. Refunds will be prorated from the date of the sale to the next annual assessment due date.
- B. **IN THE EVENT OF DEATH** the estate may be entitled to receive a pro-rata refund provided the deceased Owner has met the obligations as described in the Facilities Agreement and Corporate Documents and the estate property has been sold. To receive a refund an application must be filed with the Cardholder Services Office within three (3) years from the date of death. A death certificate must be presented at the time the application for a refund is submitted. Refunds will be prorated from the date of death to the next annual assessment due date.

Excluding the aforementioned, no other refunds will be issued for any reason for annual property assessments.

SECTION 2: PRESERVATION AND IMPROVEMENT FUND AND ASSESSMENTS *(BP24 & BP22 integrated)*

A Preservation and Improvement Fund assessment (hereinafter referred to as "PIF assessment" or "a PIF assessment" or "the PIF assessment"), as determined by the Board, shall be imposed on the purchase, acquisition, transfer, inheritance, gift or any change in ownership of legal or beneficial

interest in the title to a Property (i) pursuant to any deed, contract for sale, will or other instrument or document transferring an interest in such property, so long as the original payor of the PIF assessment no longer retains a majority (50% or more) ownership interest in the Property; **or (ii) following the death of the last payor of said PIF assessment for the Property resulting in Owners who have not paid said PIF assessment for the Property owning a majority (50% or more) ownership interest;** or (iii) following the death of the last original Grantor under a trust which holds title to the Property; **or (iv) following the death of the last holder of a life estate.**

- A. A PIF assessment will be imposed on each Property and its Owner(s) including but not limited to the following:
1. on the date any seller(s) transfers Property to any purchaser(s);
 2. in the event Property is transferred to a trust, on the date of the death of the last original Grantor under a trust;
 3. in the event Property is transferred from a trust, on the date when Property is transferred to persons other than the original Grantors of the trust, unless the PIF assessment was paid at the time of the death of the original Grantors of the trust and the payor(s) retain a majority (50% or more) ownership interest;
 4. in the event Property is transferred to a Company, on the date when the transferor(s) is/are no longer officers and majority (50% or more) owner(s) of record of said Company;
 5. in the event Property is transferred from Company to a new Owner, on the date when the transferor(s) is no longer the Owner(s) of record;
 6. in the event Property is transferred by inheritance, including but not limited to probate proceedings and beneficiary deeds, on the date of legal transfer; or
 7. in the event the remaining Owner(s) was not original payor of the PIF assessment.
- B. **A deed or other instrument executed by Owner that holds a fee simple estate to the Property, which deed reserves a life estate to such Owner (and which may also reserve a life estate to no more than one other living person) and creates a remainder interest in another party shall not incur a PIF assessment.**
- ~~C. The purchase/ acquisition/ transfer/ inheritance of Property used for any purpose other than as the primary Arizona residence, including, but not limited to, resale, rental, investment or use by individuals other than the Property Owners, shall be subject to a PIF assessment.~~
- D. In no event will more than one refund be processed for any given PIF assessment paid by the Owner(s) of a Property. All refunds for PIF assessments must be applied for through the Cardholder Services Office. A refund of the PIF assessment may be available if:
1. the sale/disposition/transfer of a previous primary Arizona residence in Sun City, Arizona is made within one (1) year of the purchase/ acquisition/ transfer/ inheritance of the other primary Arizona residence in Sun City, Arizona;
 2. no Owners who paid the PIF assessment for the previous primary Arizona residence in Sun City, Arizona retain an ownership interest in that property at the time of the sale/disposition/transfer;
 3. if the heir sells Property to another Owner within one year of the inheritance and the related assessments, fees and any and all other charges are paid in full;

4. ~~if after a death of the last remaining original payor of the PIF assessment, a beneficiary deeded Owner or the remaining deeded Owner sells the Property within one year of the death and the related assessment and fees are paid in full;~~
 5. the purchaser(s) has been a Member(s) in good standing;
 6. an application for a refund was made no more than three (3) years from the date of the last escrow closed; and
 7. the Member Card(s) from the property sold are returned.
- E. Projects funded from the Preservation and Improvement Fund must:
1. be approved by the Board of Directors;
 2. be a minimum of Three Hundred Thousand Dollars (\$300,000); and
 3. have a depreciable life of at least fifteen (15) years.
- F. Income from Preservation and Improvement Fund investments will be retained in the Preservation and Improvement Fund.
- G. Preservation and Improvement Funds are not to be spent for normal operating or maintenance expenses.
- H. A ~~monthly~~ **quarterly** report will be submitted to the Board detailing ~~monthly and year-to-date~~ activity of Preservation and Improvement Fund income and expenditures. A detailed list of Preservation and Improvement Fund investments will be provided **quarterly to** ~~upon request of~~ the Board.

SECTION 3: TRANSFER FEE *(BP22 integrated)*

A Transfer Fee, as determined by the Board, shall be imposed on the purchase, acquisition, transfer, inheritance, gift or any change in ownership of legal or beneficial interest in the title to Property (collectively known as "Ownership Change") (i) pursuant to any deed, contract for sale, will or other instrument or document transferring an interest in such property, so long as the original payor of said Transfer Fee no longer retains a majority (50% or more) ownership interest in the property; or (ii) following the death of the last original Grantor under a trust which holds title to the Property; **or (iii) following the death of the last holder of a life estate.**

At any time when an Ownership Change has occurred for purposes of imposing the PIF assessment, then a Transfer Fee shall also be incurred and collected at the same time that the PIF assessment is collected.

The Transfer Fee may be refunded if the heir sells Property to another Owner within one year of the inheritance and the related assessments, fees and any and all other charges are paid in full. There are no other refunds of Transfer Fees available.

SECTION 4: ACCESS FEE *(BP22 integrated)*

A one-time Access Fee per Property, as determined by the Board, shall be paid by the builder, owner or developer desiring to have access to RCSC Facilities for any land, building or structure or portion of any building or structure which is, has been or is intended to be, for use and occupancy as a dwelling unit and is real property in Sun City, Arizona located in the area entitled "Sun City General Plan, Maricopa County, Arizona," as prepared by the Del E. Webb Development Company and dated July 1972, November 1974, August 1975, and September 1978 with subsequent amendments thereto.

Said builder/owner/developer must execute a Facilities Agreement with the Corporation. Purchasers of individual Properties are also required to execute a Facilities Agreement and pay a PIF assessment, Transfer Fee, annual property assessment and any other and all assessments, fees and charges as designated by the Facilities Agreement and Corporate Documents. There are no refunds available for access fees.

SECTION 5: LATE AND LIEN FEES, INTEREST AND COLLECTIONS *(BP28 integrated)*

Every Owner is responsible for the total of all assessments, fees and any other and all charges against the Property and Owners. All property assessments are due annually on the date escrow closed on the property and shall be considered in arrears following that date. Other assessments, fees and charges may be assessed from time to time, at the discretion of the Board, and shall be due and payable as outlined in the billing of such and shall be considered in arrears after the due date.

Late fees and penalties, as determined by the Board, ~~shall~~ **may** be imposed on all assessments, fees and any and all other charges which are in arrears. Legal action to secure payment may be taken, ~~as authorized by Arizona State law,~~ including but not limited to additional fees, liens and the enforcement of the same. Any Owner whose assessments, fees or any and all other charges are in arrears is not considered a Member in good standing and their Cardholder Privileges are suspended until Owner's account is current.

Owners are responsible for providing current and accurate billing information to the Cardholder Services Offices; failure of an Owner to receive billing does not relieve the Owner of the obligation and liability to pay assessments or fees, nor does it eliminate the following collection process and fees:

- A. At thirty (30) days in arrears, Owners shall be charged a late fee, as determined by the Board and shall be sent a reminder notice regarding the unpaid balance on their account.
- B. At sixty (60) days in arrears, interest will begin to accrue on the unpaid balance on their account and a reminder notice regarding the unpaid balance on their account shall be sent. Interest equal to the interest rate charged by Maricopa County for delinquent taxes as set forth in Arizona Revised Statutes will be charged by the Corporation on any delinquent fees and/or assessments and interest shall accrue on a monthly basis until the account has been paid in full.
- C. At sixty (60) days in arrears, RCSC shall file a lien upon the Property with the office of the Maricopa County Recorder and a lien recording and release fee, as determined by the Board, shall be charged to the Owners.
- D. All accounts ninety (90) days in arrears may be reported to the Credit Bureau(s) as a delinquent account. If any assessment or fee is not paid within ninety (90) days after it becomes due, said lien may be foreclosed as set forth in the Facilities Agreement. Said lien shall be subordinate to the lien of any mortgage or deed of trust now or hereafter placed on the Property.
- E. The Corporation may pursue all available legal processes or actions available to it in order to collect any unpaid assessments or fees owed the Corporation. Owners shall be required to pay for all costs associated with such legal collection actions or processes.
- F. The Corporation may turn any unpaid accounts over to a third party for collections and Owners shall be required to pay for all costs associated with such collection processes.
- G. At such time that the account is paid in full, RCSC shall file a lien release with the office of the Maricopa County Recorder.

Owners shall not be considered Members in good standing until such time that ~~their account balance is zero for~~ all Properties in which the Owner has an ownership interest **are current with** all assessments, fees, and any and all other charges against the Properties and Owners.

If a Property has unpaid assessments or fees and the ownership changes, the new Owner(s) will not be allowed to use RCSC Facilities, obtain a Member Card or vote until such time that the unpaid assessments, fees and any and all other charges against the Property and Owner(s) have been paid in full. If any individual has unpaid assessments or fees relating to a Property that has been previously owned, that individual will not be allowed to use RCSC Facilities or vote until such time that the unpaid assessments, fees and any and all other charges have been paid in full.

ARTICLE IV – MEMBERSHIP MEETINGS

SECTION 1: ANNUAL MEMBERSHIP MEETING

An annual meeting of the Members shall be held each year.

Written notice stating the place, day and hour of the annual meeting of the Members shall be posted in RCSC Facilities and/or published in the RCSC newsletter (*SunViews*) and/or on the RCSC website (www.suncityaz.org), not less than ten (10) days, nor more than **sixty (60)** ~~fifty (50)~~ days before the date of the meeting.

With respect to amendments to the Bylaws, notice of any proposed amendment shall be posted in RCSC Facilities and/or on the RCSC website (www.suncityaz.org) at least ten (10) days prior to a Board meeting at which these changes shall be considered.

With respect to amendments to the Articles, notice of any proposed amendment shall be posted in RCSC Facilities and/or published in the RCSC (*SunViews*) newsletter and/or on the RCSC website (www.suncityaz.org) at least thirty (30) days prior to a Membership meeting at which these changes shall be considered. Such notice shall include the proposed changes to the Articles.

SECTION 2: SPECIAL MEMBERSHIP MEETINGS

Special meetings of the Members may be called by the Board of Directors, President of the Corporation or by petition of the Members having at least one-tenth (1/10) of the votes entitled to be cast according to the Corporation's records as of the preceding July 1. The reason for the meeting shall be stated in such call and petition. After receiving the petition and validating the signatures thereon, the President shall set a date for such meeting, which shall be held within sixty (60) days after validation of the signatures is completed.

With respect to a special meeting called by petition of the Members for the purpose of amending the Articles or Bylaws, the Board, after validation of the petition, shall set a special meeting. A written notice shall be posted in RCSC Facilities and/or published in the RCSC newsletter (*SunViews*) and/or on the RCSC website (www.suncityaz.org) not less than ten (10) days, nor more than **sixty (60)** ~~fifty (50)~~ days before the date of the meeting.

With respect to a special meeting of the Members called by the Board of Directors or the President of the Corporation, a written notice shall be posted in RCSC facilities and/or published in the RCSC newsletter (*SunViews*) and/or on the RCSC website (www.suncityaz.org) not less than ten (10) days, nor more than **sixty (60)** ~~fifty (50)~~ days before the date of the meeting. Notice shall include information concerning the purpose for the special meeting.

SECTION 3: MEMBERSHIP QUORUM

A quorum for any Membership meeting shall consist of not less than one thousand two hundred fifty (1,250) Members in good standing. ~~A quorum shall be presumed in the absence of a challenge.~~ If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote at such meeting shall have the power to adjourn the meeting without notice other than announcement at the meeting, ~~until a quorum is present.~~

Once a quorum has been established for any meeting, appropriate business may be conducted and decided by a majority vote of Members present unless otherwise required by the laws of the State of Arizona or Articles.

SECTION 4: MEMBERSHIP MEETING RULES AND REGULATIONS

Robert's Rules of Order shall govern procedure at all meetings of the Corporation provided they are consistent with the laws of the State of Arizona and the Corporate Documents. A Parliamentarian may be present at the discretion of the President.

Proposals or matters relating to the conduct of the business affairs of the Corporation, if brought before a Membership meeting, shall be referred to the Board for study. Such matters, being solely within the powers delegated to the Board in accordance with the laws of the State of Arizona and Corporate Documents, will be considered only as a recommendation to the Board.

If the disposition of these proposals or matters is determined by the Board not to be in the best interest of the Corporation, the Board shall announce its decision and such proposal or matter shall not be considered further. The Members may, by petition signed by at least ten percent (10%) of the total Membership of the Corporation as of the first day of the preceding July, bring the proposal or matter before the Membership for a majority vote of the Members present at a duly called and noticed Annual or Special Membership meeting.

SECTION 5: VOTING PROCEDURES AT MEMBERSHIP MEETINGS

- A. Voting shall be by ballot of ~~the eligible~~ Members **in good standing** present at any meeting of the Members. The following procedures shall apply for ballot voting:
1. Voting shall proceed under supervision of the Election Committee.
 2. At least two (2) members of the Election Committee shall be in attendance at all times during voting and they, along with their assigns, shall ~~determine eligibility of all voters,~~ issue all official ballots, and witness the casting of the ballots.
 3. Ballot boxes shall remain sealed until all votes are cast. Votes shall be tabulated in the presence of at least three (3) members of the Election Committee. Any Member may be present as an observer at the tabulation of the votes. Upon completion of the tabulation of ballots, the results shall be certified by the Election Committee Chair to the Board and posted on the RCSC website (www.suncityaz.org) and/or in RCSC Facilities.

SECTION 6: LIMITATION PERIOD

No Membership election or vote, initiated by petition of the Members, shall be held on an issue which is the same as, or substantially similar to, any issue which has been voted upon by the Membership within the current calendar year or any of the past three (3) calendar years (collectively known as the "Limitation Period"). The Board shall determine, in its sole discretion, whether the issue proposed to be voted upon by the Membership is the same as, or substantially similar to, an issue previously voted upon by the Membership during the Limitation Period. In the event a Membership election or vote is not required to be held due to the provisions of this section, then the

Board shall not set, call, notice or post the proposed Membership election or vote or any Membership meeting in connection therewith, or take any other action normally associated with a Membership election or vote or a Membership meeting. This section shall not apply to the election or removal of any Board of Director.

ARTICLE V - BOARD OF DIRECTORS

SECTION 1: FISCAL YEAR *(Moved to Financial Article XII, Section 1)*

~~For all purposes, financial and otherwise, the calendar year January 1 – December 31, shall be synonymous with the term “fiscal year” of the Recreation Centers of Sun City, Inc. (RCSC).~~

SECTION 1: COMPENSATION OF BOARD OF DIRECTORS

The Board shall receive no compensation of any kind for his/her service as a Board of Director. ~~Furthermore, a Director cannot serve on any Chartered Club Boards during their term in office.~~
(Moved to Section 2 below)

SECTION 2: CONFLICT OF INTEREST *(BPI integrated)*

The Board shall disclose in writing to the Corporation’s President or Vice-President any material interest or relationship on their part which is or may be considered a conflict of interest. A conflict of interest is a situation in which someone in a position of trust has competing professional or personal interests. Such competing interests can make it difficult to fulfill his/her duties impartially. A conflict of interest can exist even if no unethical or improper act results from it. A conflict of interest can create an appearance of impropriety that can undermine confidence in that person and the organization and must be avoided.

The Board serves the Corporation in a fiduciary capacity calling for their undivided loyalty to the Corporation. The Board must therefore avoid any direct or indirect participation in activities which could result in personal or family benefit that could be perceived as a conflict of interest. The Board must avoid, as must their family members, the acceptance of gifts or favors, which might be inferred as intended to influence the performance of their duties or in any way be perceived as a conflict of interest. A conflict of interest also includes any situation in which an individual’s duty to one leads to the disregard of a duty to another. A Board of Director cannot serve on any board of a Chartered Club **or green committee or golf association affiliated with RCSC golf courses.**

In the event a Board of Director is unsure about whether or not a situation may be a conflict of interest, full disclosure of the situation is required. All potential, possible or probable conflicts of interest shall be reported in writing to the President or Vice-President of the Board for their review and resolve; such review shall be recorded along with the recommended compliance regarding such. The best way to handle conflicts of interest is to avoid them entirely. Violation of this policy could provide grounds for removal as a Board of Director.

All prospective Board candidate(s) must sign the [Board of Directors Conflict of Interest Form](#) before being accepted as a candidate for the Board.

SECTION 3: INSTALLATION OF DIRECTORS

At the first ~~regular~~ Board meeting after a Board of Director has been newly-elected or newly-appointed, the President of the Corporation shall formally install the new Board of Director(s) specifying when their term of office commences.

SECTION 4: LENGTH OF TERMS AND VACANCIES

The term of office for an elected Board of Director shall be three (3) years. At the annual election, three (3) Board of Directors shall be elected **for three (3) year terms**. One, two or three-year elected terms enter into the six (6) year limit set forth in the Articles. In the event more than three (3) vacancies exist as of the deadline for turning in the petitions, those vacancies shall also be filled at the annual election as follows:

- A. A candidate receiving less than one hundred (100) votes shall not be eligible to fill any vacancies.
- B. The candidate receiving the highest number of votes, after the three (3) three-year terms are filled, shall fill the next longest vacant term.
- C. If a candidate is elected to the Board and prior to the beginning date of the term for which he/she has been elected, declines or is unable to assume the office, then the term of the declining candidate shall be filled with the unsuccessful candidate receiving the next highest number of votes, based on the vote totals of the candidates in the last annual Board election.
- D. The Election Committee (also known as the Balloting Committee) will determine the order of placement in the event of a tie vote. The method shall be a simple drawing of the names of the candidates involved in the tie vote.
- E. Vacancies occurring on the Board during the year (January 1 through December 31) may be filled by appointment by the Board. A majority vote of the Board (5) is required for said appointment. An appointment ends on December 31 of the year appointed. An appointed term does not enter in the six (6) year limit set forth in the Articles.

SECTION 5: MEETINGS OF THE BOARD *(BP4 integrated)*

Meetings of the Board shall be held on the days and times as designated by the Board. The President, **Vice-President** or his/her appointee shall preside at all meetings. Six (6) Board of Directors shall constitute a quorum. Robert's Rules of Order shall govern procedure at all meetings of the Corporation provided they are consistent with the laws of the State of Arizona and the Corporate Documents. A Parliamentarian may be present at Board meetings at the discretion of the President.

All meetings of the Board, **excluding Executive Sessions**, shall be open **and video recorded** ~~to the Members and the press. At each of these meetings, a specified with time may be allotted for the Members to make comments in regards to corporate matters.~~

At least seven (7) days prior to all Board meetings, **excluding Executive and Special Sessions**, an agenda, subject to amendment, shall be posted in RCSC Facilities and/or on the RCSC website (www.suncityaz.org). **Motions made in Board meetings, excluding Executive and Special Sessions, shall be read and passed a minimum of three times before finalized and acted upon unless readings are waived by a two-thirds (2/3) majority of the Board (6).** As soon as practicable, a brief summary of the preceding Board meeting shall be posted on the RCSC website (www.suncityaz.org). After approved by the Board, minutes of Board meetings, **excluding Executive Sessions**, will be available on the RCSC website (www.suncityaz.org) or to Members in good standing at no cost upon request at the Corporate Office.

Board meetings will generally be held on the second Monday and last Thursday of the month at 9am in the Sundial Auditorium, except the months of July and August when no Board meetings are held. Board meetings may occur earlier in the month during November and December due to the holidays. Board meeting schedules will be posted in RCSC Facilities and/or published in the newsletter (*SunViews*) and/or on the RCSC website (www.suncityaz.org).

Special Sessions of the Board may be called by the President or upon the written request of three (3) or more Board of Directors. The purpose of the meeting shall be stated in the call and posted on the RCSC website (www.suncityaz.org). Except in cases of emergency, at least seventy-two (72) hours' notice shall be given.

The Board may meet in an Executive Session (closed meeting) to discuss confidential matters such as; litigation, matters relating to formation of contracts with third parties, Cardholder discipline and personnel matters. All matters discussed in an Executive Session shall remain confidential indefinitely. Executive Sessions may be called **separately or** during any meeting of the Board or Membership. The Board has the authority to take final action in Executive Sessions and is not required to **reveal** ~~make public~~ those decisions. Minutes of Executive Sessions are retained as a part of the confidential records of the Corporation.

SECTION 6: BOARD AUTHORITY/DUTIES, COMMISSIONS AND MANAGEMENT
(BP2 & BP32 integrated)

A. Board Authority/Duties:

1. The Board shall have the authority and responsibility to employ the General Manager; to hold and administer assets, and direct, control, manage, and supervise the business and financial affairs of the Corporation without limitation except as set forth in the Corporate Documents.
2. The General Manager shall report to the Board. The President shall provide direction and guidance to the General Manager. A job performance review will be conducted annually by the President, with input from the Board. Any successful candidate for General Manager must be approved by a majority of the Board (5). The General Manager cannot be terminated without a majority approval of the Board (5).
3. The Board shall have authority to establish, change, and/or delete Board Policies and any rules and regulations of the Corporation as deemed necessary and within the authority as outlined in the Corporate Documents.
4. The Board's fiduciary duty requires Board of Directors to act in the best interests and for the benefit of the Corporation. This duty requires Board of Directors to avoid conflicts of interest and acting out of self-interest; and to act as reasonable people in conducting the affairs of the Corporation.
5. Except for Board of Directors who are also Officers and who are required by the Corporate Documents to perform certain operational functions in their official capacities, the Board's duty and responsibility is to establish policy and to ensure the implementation of that policy by Management.
6. It is the role of the Board to establish objectives and approve budgets for the Corporation. The Board can delegate the implementation of Board decisions to the General Manager. The Board can direct and empower the General Manager to take actions on behalf of the Corporation.
7. The Board has no direct supervisory authority over RCSC personnel, excluding the General Manager. The Board shall make any requests for reports, information, repairs, maintenance or any other requests to Management only.
8. Any Board of Director shall have the right to attend, as a guest, all meetings of Committees or RCSC team meetings. Board of Directors attending such meetings may not participate during the meeting unless invited to do so by the Committee

Chair, Committee Co-Chair or Management. In no instance shall a guest Board of Director have the right to vote on any issue before the Committee.

B. Commissions:

1. Commissions may be established by the Board and are made up of Board of Directors only. The purpose of a Commission is to carry out specific business of the Corporation, with written guidelines (i.e. Bid Commission, Investment Commission) as assigned to that Commission by the Board. The Board **may** ~~shall~~ empower Commissions to take action on behalf of the Corporation to fulfill such duties.

C. Management:

1. Management is responsible for directing, coordinating and overseeing financial management, operations and personnel of the Corporation.
2. Management is responsible for the day-to-day operations of the Corporation and enforcing the Corporate Documents.
3. Management is given authority by the Board to make decisions to meet their responsibilities, to include any and all expenditures, so long as such expenditures are maintained within the guidelines of the approved annual budget.
4. Management has the authority and responsibility to implement policies, procedures, rules and regulations covering day-to-day operations and personnel provided that such are compatible with the Corporate Documents.
5. Management is responsible for maintaining the confidentiality of any and all business of the Corporation where confidentiality is required.

ARTICLE VI – OFFICERS

SECTION 1: OFFICERS OF THE CORPORATION

The Officers of the Corporation shall be President, Vice-President, Secretary and Treasurer.

SECTION 2: ELECTION OF OFFICERS

The Board shall meet in a closed Executive session on the first business day after January 1 for election of Officers. The Board shall select from their own number, by majority ballot vote of the Board (5), the Officers who shall serve for the term of one year to end at the election of Officers in the following year. A Board of Director may be re-elected to consecutive terms as an Officer if he/she receives the majority vote of the Board (5).

SECTION 3: PRESIDENT

The President ~~shall be Chair and~~ shall preside at and conduct all meetings of the Corporation by a formal order of business. The President shall have general supervision and direction of the affairs of the Corporation in accordance with the Corporate Documents. The President shall have authority to administer all matters not otherwise expressly delegated, and ~~shall~~ **may** call special meetings of the Membership and/or Board.

After approval by the Board, the President may execute bonds, investments, debts, and other contracts requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed, and except where the signing and execution thereof may be expressly delegated by the Board to some other Officer or Agent of the Corporation.

SECTION 4: VICE-PRESIDENT

The Vice-President shall perform such duties as assigned by the President and in the absence or incapacity of the President; shall perform the duties of the President.

SECTION 5: SECRETARY

The Secretary shall adhere to the duties of the Secretary as outlined in Robert's Rules of Order and shall assure that the records of the Corporation are maintained and in order.

SECTION 6: TREASURER

The Treasurer shall ensure that financial records and cash/investment handling procedures are audited after the close of each fiscal year by a Certified Public Accountant, as selected by the Board. The Treasurer shall make certain that annual income tax returns and other required filings have been filed as required. The Treasurer shall require safeguards to protect assets. Any indebtedness issued in the name of the Corporation shall be signed by the Treasurer or other Board Officer after such indebtedness is approved by a majority vote of the Board (5).

SECTION 7: THEFT, DISHONESTY AND LIABILITY INSURANCE

The Officers shall ensure that an Employee Dishonesty Insurance Policy, as determined by the Board, is in place to insure the Corporation against losses relating to theft or mishandling of assets by Employees, Directors or Agents of the Corporation. The Corporation shall provide Board of Directors and Officers liability insurance for all Board of Directors, Officers and their spouses.

SECTION 8: REMOVAL OF BOARD OFFICERS

An Officer who is unwilling or incapable of satisfactorily performing the responsibilities of his/her office, may be removed from his/her office by a ballot vote of a majority of the Board (5). An Officer so removed shall be eligible to continue as a Board of Director. The Articles address removal of any elected or appointed Board of Director from the Board.

A new election of an Officer by the Board of Directors for the vacated position shall be held within fifteen (15) days after removal. In the case of a vacancy in the President's office, the Vice President will perform the duties of the President until a new President is elected.

ARTICLE VII - NOMINATION AND APPOINTMENT PROCEDURES

SECTION 1: PRESENTATION OF CANDIDATES

The Chair of the Election Committee shall present at a Board meeting no later than October 31 of each year a list of candidates for Board positions to be filled at the coming annual election. ~~The election shall be held in accordance with these Bylaws.~~

SECTION 2: RECRUITMENT OF CANDIDATES

On or before **the first Monday in June** July 1 each year, by appropriate notice to the Membership at large, Members shall be invited to become candidates. In the event additional candidates are needed, the Election Committee shall begin recruiting to provide the required number.

If a member of the Election Committee desires to become a Board candidate, he/she must resign from the Committee prior to doing so.

SECTION 3: PETITION AND APPLICATION OF CANDIDATES

A Member who is eligible to become a candidate for election to the Board shall provide to the Chair of the Election Committee on **the first Friday in October** ~~is responsible for maintaining the~~

~~confidentiality of any and all Board and Corporate business where confidentiality is required. any date specified or no later than October 15~~ the following:

- A. On the official petition form required at least one-hundred (100) valid signatures of Members in good standing;
- B. An application on the official form required, to include a resume and list of goals; and,
- C. Nominee shall make himself/herself available to RCSC for a photograph.

SECTION 4: CANDIDATE REQUIREMENTS

An eligible candidate for election to the Board shall satisfy all the following requirements and a candidate for appointment to the Board shall satisfy all except Section G. below:

- A. Must be at least fifty-five (55) years of age;
- B. Must be Member in good standing;
- C. Must not **reside with or** be related by marriage or birth to any other Board of Director, Board candidate, or Management;
- D. Must reside in Sun City, Arizona and be available at least ten (10) months of the year;
- E. Must meet the requirement to hold an Arizona liquor license;
- F. Must be eligible and available to serve a three (3) year term; and
- G. Must attend Board Candidate Orientation(s).

A Board Candidate that withdraws from his/her candidacy for any or no reason may not elect to reestablish candidacy in the same election year.

ARTICLE VIII - ELECTION OF BOARD OF DIRECTORS

SECTION 1: POLLING PLACES, TIMES AND DATES

- A. Election of the Board shall be held on the second Tuesday in December each year.
- B. The Board may schedule earlier voting dates.
- C. The Board shall select the number of polling places, their locations and times of operation for voting within Sun City, Maricopa County, Arizona.
- D. **The Board shall select the number of days for online voting through the Web Portal.**

SECTION 2: VOTES

The Board candidate or candidates receiving the highest number of votes shall be elected to the vacancy or vacancies for which the election is held.

SECTION 3: RECALL ELECTION

- A. In a recall election, a Board of Director shall be deemed recalled if a majority of the votes cast by Membership ballots are for his/her removal, provided further that the total number of votes received for the recall is not less than one hundred (100).
- B. The person receiving the highest number of votes cast by Membership ballots to replace the recalled Board of Director shall be deemed elected to fill the unexpired term of said Board of Director.
- C. The Board, or its designated representative, may use the services of a neutral entity ~~such as the Maricopa County Election staff~~ and adopt their procedures, as desired, to ensure a fair election process.

- D. The Board, or its designated representative, may exercise the flexibility to negotiate technical and routine matters with the neutral entity conducting the election at the Board's request and to make any necessary arrangements or revisions as the need arises.

ARTICLE IX – INITIATIVE, REFERENDUM AND RECALL PETITIONS

(BPS integrated)

Per the Articles, any initiative, referendum, or recall petition must have a total number of signers not less than ten percent (10%) of the voting Members of the Corporation as of the preceding July 1. All signers must have signed in person and they must provide their Property address, Member Card number and the expiration date thereof. The completed petition will be filed with the Secretary of the Corporation.

A recall petition will set forth the name of the Board of Director whose removal is desired and the reasons for the recall. ~~It will be processed in accordance with these Bylaws.~~

A referendum petition must set forth the existing policy or regulation that is being challenged in clear and precise language that will allow the challenge to be determined by a "YES" OR "NO" vote. Any proposition will be subject to the requirements and limitations of the Corporate Documents.

Before an initiative petition is filed, the party or parties intending to circulate and file such a petition, will submit to the Board the proposal in the exact language that the initiative will contain. The Board will have sixty (60) days from the date of submission to accept or reject the proposal. If the proposal is accepted, the petition will be assigned a petition control number by the Secretary of the Corporation.

If issues can be resolved without the petition process, the Board and the Members will achieve savings in terms of cost and time while avoiding disharmony and divisiveness in Sun City, Arizona.

SECTION 1: STEPS TO TAKE BEFORE CIRCULATING A PETITION

- A. Consider alternatives before beginning the petition process:
1. Bring the issue to the attention of the Board at Board meetings or in other direct communication with the Board.
 2. The Board will consider the issue and provide in writing their consensus regarding such. If the Board approves, action will be taken accordingly. If the Board disapproves, proponents may initiate the petition process.
- B. File request to circulate your petition with the Secretary of the Corporation.
1. Submit:
 - a. The names, addresses, and telephone numbers of the petition organizers.
 - b. The organization, if any, supporting the petition.
 - c. The text of the proposed petition on the official petition form as required.
 2. Receive from the Secretary of the Corporation:
 - a. Written notice of approval or disapproval of petition as submitted.
 - b. If approved, official petition with control number for use by all Circulators.
 - c. If approved, petition regulations.
 - d. If approved, your petition start and completion dates.
- C. Copy official, numbered petitions.

1. Copy as many copies of the official, numbered petition, as needed to circulate your petition. No other petition form is acceptable. Number each page. Each page should have:
 - a. The exact wording of the petition as approved by the Board.
 - b. The control number as assigned by the Corporation.
 - c. The Certification on the back of each page.
- D. Select and orient Circulators to the regulations and procedures to follow in circulating petitions.

SECTION 2: ACCEPTABLE PRACTICES DURING THE PETITION'S CIRCULATION

- A. All Circulators:
 1. Must be Members in good standing.
 2. May not use intimidation, misleading statements or payments in securing signatures.
 3. Obtain signatures of current Members only. Privilege Cardholders are not eligible to vote or sign a petition.
 4. Must certify, as their legal obligation requires, that he/she witnessed the signatures of each individual signing.
- B. Petitions will not be:
 1. Circulated within or ~~on~~ at RCSC Facilities.
- C. Signers of the petition, in addition to being current Members, must:
 1. Be the actual person, a wife may not sign for husband or vice versa.
 2. Legibly sign in ink. A printed "signature" is not acceptable, unless that is the usual way the person signs.
 3. Indicate date on which they signed; otherwise signature is voided.
 4. Write legibly their Property address, Member Card number and expiration date thereof.
 5. Legibly print their name below their signature.
- D. Signers of the petition may withdraw their signatures at any time during the validation process.

SECTION 3: POST-PETITION CIRCULATION PROCEDURES

When petition circulation is complete:

- A. File completed petitions with the Secretary of the Corporation in book form, including:
 1. A cover page specifying the quantity of individual official petition forms filed, the total number of signatures claimed, and the date submitted.
 2. Number each signed official petition submitted.
 3. A cover page to verify each group of petitions submitted and certified by each Circulator.
- B. The Corporation will:
 1. Provide a dated receipt for submitted petitions.
 2. Initiate the petition verification process.
- C. The petition verification process will include, but is not limited to, the following:

1. Investigation of Circulators:
 - a. Circulator must be a current Member in good standing.
 - b. Circulator must witness every signature.
 - c. Circulator must sign the affidavit of Circulator on the reverse side of the last official petition form submitted in a group.
 - d. Irregularities, including false or misleading statements by the Circulator, in obtaining, verifying and certifying signatures will result in rejection of all petitions of the Circulator.
 2. Inspection of signatures for:
 - a. Legibility.
 - b. Printing instead of signing.
 - c. Absence of dated signature, Property address, and Member Card number.
 - d. Duplication.
- D. Time required for petition verification:
1. Once the completed petition is filed with the Corporation, the Corporation will have thirty (30) days from the filing to determine and announce whether or not the required number of signers has been obtained.
- E. Upon completion of the verification process:
1. If the number of verified signers is insufficient, the petition is declared invalid.
 2. If the number of verified signers is sufficient, the Board will set the date to present the petition to the Members for their vote which will be conducted by the Election Committee within sixty (60) days of the validation announcement.

ARTICLE X – COMMITTEES

The Board shall be empowered to create or eliminate committees as they may deem necessary to properly and effectively carry on the affairs of the Corporation. Members may present specific concerns and issues to the appropriate committee for review and recommendation to the Board. Committees have no decision making authority. Committees are limited to presenting ideas and recommendations to the Board or Management.

SECTION 1: STANDING COMMITTEES *(BP27 integrated)*

A standing committee is a small group of Members, subordinate to the Board, which is organized to assist the Board in specific areas as follows and does not meet in the months of July and August. Other months without meetings can be determined by each committee individually.

- A. Bowling Committee: The purpose of the Bowling Committee is to assist in the promotion and interest in the game of bowling, encourage fellowship amongst bowlers, gather input from Cardholders and recommend changes to the Board in bowling policies, fees, operations and facilities as a result.
- B. Club Organization Committee (also known as the COC): The purpose of the Club Organization Committee is to support Chartered Clubs as needed, make recommendations for Chartered Club policy changes to the Board, promote and encourage participation in Chartered Clubs.

- C. Election Committee (also known as the Balloting Committee): The purpose of the Election Committee is to recruit a sufficient number of Board candidates, conduct the candidate forums, ensure that elections and recall elections of the Board are conducted pursuant to the Corporate Documents and announce the results.
- D. Finance and Budget Committee: The purpose of the Finance and Budget Committee is to review financial statements to determine the financial performance year-to-date of the operation in comparison to budget and the previous year, advise the Board of any concerns regarding the financial operations and make recommendations to the Board regarding the annual operating and capital budget. In addition, the Finance and Budget Committee will recommend approval for Chartered Club auditors to the Board.
- E. Golf Advisory Committee: The purpose of the Golf Advisory Committee is to assist in the promotion and interest in the game of golf, encourage fellowship amongst golfers, gather input from Cardholders and recommend changes to the Board in golf policies, fees, operations and facilities as a result. The Golf Advisory Committee shall direct each golf course's Green Committee.
- F. Insurance Committee: The purpose of the Insurance Committee is to review and recommend to the Board insurance requirements and adequate coverage and selection of insurance brokers/agents/carriers which will be reviewed ~~regularly~~ **at least annually** based upon **renewals**, service, bid proposals and recommendations for any changes or additions.
- G. Lawn Bowling Advisory Committee: The purpose of the Lawn Bowling Advisory Committee is to assist in the promotion and interest in lawn bowling, encourage fellowship amongst lawn bowlers, gather input from Cardholders and recommend changes to the Board in lawn bowling policies, fees, operations and facilities as a result.
- H. Long Range Planning Committee: ~~The Long Range Planning Committee is dedicated to advising the Board of Directors of the Recreation Centers of Sun City, Inc. to aid in maintaining their position of leadership among retirement communities. This is to be accomplished by focusing on the current needs of our Members and through research of the needs and desires of future Members.~~ The purpose of the Long Range Planning Committee is to provide the Board with reports, recommendations, and suggestions regarding the future needs of Members and a suggested timeframe to implement future facilities and programs to meet those needs.
- I. Outreach and Communications Committee: The purpose of the Outreach and Communication Committee is to recommend avenues for reaching out and interacting with Cardholders to facilitate communication and exchange of information; and to recommend information of interest and value to be provided to Cardholders and potential Sun City, Arizona residents.
- J. Properties Committee: The purpose of the Properties Committee is to conduct at least three inspections annually of RCSC Facilities; specifically the buildings, equipment, and grounds surrounding the buildings to determine if they are safe, properly cared for and in good condition. The Properties Committee will meet with Management to report the status and make recommendations to the Board and/or Management for preservation and care of the facilities.

SECTION 2: AD HOC COMMITTEES

Ad hoc committees are formed for a specific task or objective and dissolved after the completion of the task or achievement of the objective. An ad hoc committee is a ~~small~~ group of Members subordinate to the Board.

SECTION 3: COMMITTEE CHAIR AND CO-CHAIR

All committees shall have a Board of Director as Chair and Co-Chair who shall be approved by the Board in January each year. If a Chair or Co-Chair is unwilling or incapable of satisfactorily performing the responsibilities, they may be removed from his/her position as Chair or Co-Chair by a ballot vote of a majority vote of the Board (5). The Committee Chair and Co-Chair shall conduct committee meetings unless unavailable, then another Board of Director may do so. The Committee Chair, or Co-Chair in the absence of the Chair, shall be responsible for presenting committee recommendations to the Board. ~~Should the majority of the members of a Standing Committee and Management disagree, the Board of Directors will make the final decision after hearing both sides of the matter.~~

SECTION 4: MEMBERS OF COMMITTEES

All committees shall attempt to have no less than five (5) members. Members of committees shall be selected from the Membership at large who must meet the following requirements:

- A. Must be a Member in good standing;
- B. Must not **reside with or** be related to any other member of the committee by marriage or birth unless committee members are selected by election or appointment to another position; i.e., green committee members, association officers, and/or Chartered Club Presidents; and
- C. Must agree to adhere to the Corporate Documents.

SECTION 5: MEMBERS OF COMMITTEES RESPONSIBILITIES

Committee members are expected to attend all committee meetings, review materials in advance of the meetings, participate in meetings, and meet as frequently as necessary to discharge properly the committee's responsibilities.

All Standing Committees will select a Secretary annually who will prepare a summary of the committee meeting and submit it to the Corporate Office within three (3) days after the committee meeting. If the Secretary is not present, the Chair or Co-Chair will appoint a Secretary for the meeting.

SECTION 6: MEMBERS OF COMMITTEES SUSPENDED OR EXPELLED

Committee members may be suspended or expelled by a majority vote of the Board (5) for the following reasons:

- A. Failure to adhere to the Corporate Documents;
- B. For any good and sufficient cause which is contrary to the highest moral or sportsman like principles;
- C. For being unwilling or incapable of satisfactorily performing the responsibilities of a member of a committee; or,
- D. Failure to attend three (3) committee meetings in a row.

ARTICLE XI – INDEMNIFICATION AND RISK MANAGEMENT *(BP31 integrated)*

Recreation Centers of Sun City, Inc., its successors and assigns, hereby agree to protect, defend, indemnify and hold harmless its Board of Directors and their spouses, Officers, Management and Employees from and against any and all claims, demands, actions, damages, loss, and judgments arising out of or occurring in connection with any act or omission of such, including reasonable

attorney fees and court costs. Such indemnification shall exclude any such liability caused by gross negligence or willful misconduct.

Risk management strategies include the transference of risk to another party, avoiding the risk, reducing the negative impact of the risk, and accepting some or all of the cost associated with a particular risk, which can never be fully avoided. The Board shall ensure risk management practices are in place to identify and mitigate potential risk factors and provide solutions to reduce financial loss relative to the Corporation. RCSC manages its risk to the following four primary exposures to loss as follows:

- A. There are two classes of property: tangible (i.e., physical) and intangible (e.g., information, legal privileges, and rights held exclusively by the organization).
 1. Tangible property can be classified as real estate – the land and attachments, including buildings, sidewalks, parking lots, pools, and landscaping; and personal property – and all property other than real estate, such as equipment, furniture, fixtures, tools and books and records of the Corporation. All tangible property risks, except books and records, are managed through commercial insurance. Inventories are updated regularly and audited annually. Books and records of the Corporation are maintained in locked, fire-proof cabinets. In addition, insurance coverage is maintained for the loss of records of the Corporation.
 2. Intangible property can be classified as data – text information as well as numbers.
 - a. Data integrity: The accuracy (integrity) of the electronic data may be threatened by unauthorized or undesirable modification or destruction. All data is backed up daily and maintained for a period of time sufficient to ensure accuracy of current data.
 - b. Data Confidentiality: The confidentiality of the electronic data may be threatened by unauthorized or undesirable disclosure. All electronic data must be accessed by a unique login and ever changing password.
 - c. Data Availability: The availability of electronic data or information technology systems may be threatened. All data is backed up daily and maintained for a period of time sufficient to ensure data availability and current virus software is maintained.
- B. Liability is the possibility that an entity or person may bring, or threaten to bring, a legal claim against the Corporation. The Corporation complies with federal, state, and local laws, regulatory requirements and administrative procedures and enforces the Corporate Documents. Liability risks are managed through liability insurance and legal counsel who serves as an advisor to the Corporation in legal matters, making referrals to specialists on an as needed basis. Legal counsel advises the Board and/or Management on an as needed basis.
- C. Net income exposure involves revenue decreases and/or expense increases. It is revenue minus expenses during a given time period. The Corporation has an effective collection policy and places a lien on any property that has a balance due older than ninety (90) days. The Corporation maintains a Two Million Five Hundred Thousand Dollar (\$2.5 million) cash reserve.
- D. Personnel losses may result from the death, disability, retirement, resignation, or unemployment of employees. Losses may also result from claims of sexual harassment. The Corporation enforces a written and published personnel policy. The Corporation complies with federal, state, and local laws, regulatory requirements, and administrative procedures.

The Corporation has an extensive safety program and maintains workers' compensation insurance. The Corporation maintains unemployment insurance and investigates all unemployment claims and appeals any claims that are not valid. The Corporation's legal counsel advises Management on personnel matters of a legal nature. The Corporation may contract for services that would otherwise be provided by personnel.

Should RCSC experience a loss, the Board and Management shall examine and measure the exposure to the loss in two ways:

- A. Loss Frequency: If the loss could reoccur in the future, steps will be taken to reduce the risk in the future.
- B. Loss Severity: If the financial loss is severe, the loss will be reported to the Board immediately and steps to reduce the risk in the future will be taken.

ARTICLE XII – FINANCIAL MANAGEMENT *(BP13 & BP16 integrated)*

SECTION 1: FISCAL YEAR

For all purposes, financial and otherwise, the calendar year January 1 through December 31, shall be synonymous with the term "fiscal year" of the Recreation Centers of Sun City, Inc.

SECTION 2: BUDGET PREPARATION AND APPROVAL

Management shall prepare and present an annual, balanced operating and capital budget. The Finance and Budget Committee will review the proposed budget and make recommendations to the Board accordingly. The Board will adopt an annual budget for the coming year at its December Board meeting.

Each division and department will have an operating budget. An overall budget for the Corporation will consist of all income and expense items, capital expenditures and projected income from the Preservation and Improvement Fund assessments and interest income. The Board shall establish the budget for the Preservation and Improvement Fund expenditures as a part of RCSC's Long Range Plan.

SECTION 3: FINANCIAL REPORTING

On or before the 25th of each month (excluding year end), financial statements shall be distributed to the Board, Finance and Budget Committee and Management. Financial statements shall compare actual monthly and year-to-date results with the budget and prior year results. Management will review monthly variances from budget and report concerns to the Board.

SECTION 4: FINANCIAL REVIEW

Management shall provide a year-to-date in depth review after March 31 and September 30 of financial operations and capital expenditures to both the Board and Budget and Finance Committee. Neither a year-end nor a June 30 in depth financial review will be provided unless otherwise requested.

SECTION 5: ACCOUNTING STANDARDS

All financial records and accounts of the Corporation shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP) as promulgated by the Financial Accounting Standards Board (FASB).

SECTION 6: INTERNAL FINANCIAL CONTROLS

Management is responsible for establishing specific internal control policies and procedures to include, but not limited to, authorization, segregation of duties, safeguarding, recording and depositing, reconciliation and review. Every RCSC employee is responsible for ensuring that established internal controls are followed and applied.

SECTION 7: REFUNDS

Except as stated specifically in the Corporate Documents there are no other refunds of assessments, fees or other charges by RCSC.

ARTICLE XIII – INVESTMENTS *(BP33 integrated)*

The Corporation has an unrestricted cash reserve and additional unrestricted operations funds, a restricted Preservation and Improvement Fund and a restricted Capital Reserve Fund which shall be invested as follows:

SECTION 1: GENERAL OBJECTIVES

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

- A. **Safety**: Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall investment portfolio. The objective will be to mitigate credit risk and interest rate risk.
 1. **Credit Risk**: RCSC will minimize credit risk, which is the risk of loss due to the failure of the security issuer or backer, by:
 - a. Limiting investments to the types of securities per the Corporate Documents; and
 - b. Diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.
 2. **Interest Rate Risk**: RCSC will minimize interest rate risk, which is the risk that the market value of securities in the investment portfolio will fall due to changes in market interest rates, by:
 - a. Structuring the investment portfolio so that securities mature or are available to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to the target duration strategy; and
 - b. Investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools and limiting the average maturity of the investment portfolio in accordance with the Corporate Documents.
- B. **Liquidity**: The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the investment portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the investment portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). Alternatively, a portion of the investment portfolio may be placed in money market mutual funds or local government investment pools which offer same day liquidity for short-term funds.

- C. Yield: The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall generally be held until maturity with the following exceptions:
1. A security with declining credit may be sold early to minimize loss of principal.
 2. Liquidity needs of the investment portfolio require that the security be sold.

SECTION 2: STANDARDS OF CARE

Authority to manage the investment portfolio is granted to RCSC's Investment Commission made up of the approved Board of Directors of the Corporation. The President of the Corporation shall serve as Chair of the Investment Commission each year. The President, in January of each year, shall recommend to the Board three (3) fellow Board of Directors to serve with him/her on said Commission for that calendar year. The Board shall approve the Board of Directors who will serve with the President on the Investment Commission by majority vote of the Board (5).

Responsibility for the operation of the investment portfolio is hereby delegated to the Controller, who shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with the Corporate Documents. The Controller shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

- A. Prudence: The standard of prudence to be used by the Investment Commission shall be the "prudent person" standard and the standard of care set forth in Arizona Revised Statutes for directors and officers which shall be applied in the context of managing the overall investment portfolio. The Investment Commission, acting in accordance with Arizona Revised Statutes, written procedures, the Corporate Documents and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of the Corporate Documents.
1. The "prudent person" standard states: "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."
 2. Arizona Revised Statutes states: "A director's duties, including duties as a member of a committee, shall be discharged: (i) in good faith, (ii) with the care an ordinary prudent person in a like position would exercise under similar circumstances, and (iii) in a manner the director reasonably believes to be in the best interest of the corporation."
- B. Ethics and Conflicts of Interest: Officers and employees involved in the investment portfolio shall refrain from personal business activity that could conflict with the proper execution and management of the investment portfolio, or that could impair their ability to make impartial decisions. Officers and employees shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal

financial/investment positions that could be related to the performance of the investment portfolio. Officers and employees shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of RCSC.

SECTION 3: AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS

- A. Authorized Financial Institutions, Depositories, and Broker/Dealers: A list will be maintained of financial institutions and depositories authorized to provide investment services. In addition, a list will be maintained of approved security broker/dealers selected by creditworthiness (e.g., a minimum capital requirement of \$10,000,000 and at least five years of operation). These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).
1. All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:
 - a. Audited financial statements demonstrating compliance with state and federal capital adequacy guidelines;
 - b. Proof of National Association of Securities Dealers (NASD) certification (not applicable to Certificate of Deposit counterparties);
 - c. Proof of state registration; and
 - d. Certification of having read and understood and agreeing to comply with RCSC's Corporate Documents.

SECTION 4: SAFEKEEPING AND CUSTODY

- A. Internal Controls: The Controller shall establish a system of internal controls, which shall be documented in writing. The internal controls shall be reviewed by the Investment Commission and with an independent auditor. The controls shall be designed to prevent the loss of funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by Officers and employees of RCSC.

SECTION 5: SUITABLE AND AUTHORIZED INVESTMENTS

- A. Investment Types:
1. U.S. Treasury obligations which carry the full faith and credit guarantee of the United States government and are considered to be the most secure instruments available.
 2. U.S. government agency and instrumentality obligations that have a liquid market with a readily determinable market value.
 3. Certificates of deposit and other evidences of deposit at financial institutions.
 4. Bonds, debentures and notes that are issued by corporations organized and doing business in the United States and that are rated "A" or better by Moody's Investor Service, Standard and Poor's and/or Fitch rating service or their successors. All bonds must have at least two of these ratings.
 5. Commercial paper of prime quality that is rated "A1" and/or better by Standard and Poor's, and/or F1 by Fitch rating service or their successors. All commercial paper must have at least two of these ratings. All commercial paper must be issued by corporations organized and doing business in the United States.

6. Investment-grade obligations of state, provincial and local governments and public authorities.
7. Money market mutual funds regulated by the Securities and Exchange Commission and whose portfolios consist only of dollar-denominated securities.

SECTION 6: INVESTMENT PARAMETERS

- A. Diversification: It is the policy of RCSC to diversify its investment portfolio. To eliminate risk of loss resulting from the over-concentration of assets in a specific maturity, issuer, or class of securities, all cash and cash equivalent assets in all RCSC funds shall be diversified by maturity, issuer, and class of security. Diversification strategies shall be determined and revised periodically by the Investment Commission for all funds.
1. In establishing specific diversification strategies, the following general policies and constraints shall apply:
 - a. Portfolio maturities shall be staggered to avoid undue concentration of assets in a specific maturity sector.
 - b. Maturities selected shall provide for stability of income and reasonable liquidity.
 2. For cash management funds:
 - a. Positions in securities having potential default risk (e.g., commercial paper) shall be limited in size so that in case of default, the portfolio's annual investment income will exceed a loss on a single issuer's securities.
 - b. Risks of market price volatility shall be controlled through maturity diversification such that aggregate price losses on instruments with maturities exceeding one year shall not be greater than coupon interest and investment income received from the balance of the portfolio.
 3. The following diversification limitations shall be imposed on the portfolio:
 - a. Maturity: No more than 50% percent of the portfolio may be invested beyond 12 months, and the weighted average maturity of the portfolio shall never exceed 2.5 years.
 - b. Default risk: No more than 5 percent of the overall portfolio may be invested in the securities of a single issuer, except for securities of the U.S. Treasury.
 - c. Liquidity risk: At least 25 percent of the portfolio shall be invested in overnight instruments or in marketable securities which can be sold to raise cash in one day's notice.
- B. Maximum Maturities: To the extent possible, RCSC shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, RCSC will not directly invest in securities maturing more than five (5) years from the date of purchase. RCSC shall adopt weighted average maturity limitations (which often range from 90 days to 3 years), consistent with the investment objectives.

Reserve funds and other funds with longer-term investment horizons may be invested in securities exceeding five (5) years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of funds. The intent to invest in securities with longer maturities shall be disclosed in writing to the entire Board of Directors.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as money market funds and appropriate liquidity is maintained to meet ongoing obligations.

SECTION 7: REPORTING

- A. **Investment Commission**: The Controller and/or **Investment Manager assigned** shall prepare an investment report at least quarterly that provides an analysis of the status of the current investment portfolio and the individual transactions executed over the last quarter. This report will be prepared in a manner which will allow RCSC's Investment Commission to ascertain whether investment activities during the reporting period have conformed to the Corporate Documents.
1. The report will include the following:
 - a. Listing of individual securities held at the end of the reporting period.
 - b. Average weighted yield to maturity of portfolio on investments as compared to applicable benchmarks.
 - c. Listing of investment by maturity date.
 - d. Percentage of the total portfolio which each type of investment represents.
- B. **RCSC Membership**: A summary report shall be updated quarterly and shall be reported as a part of the Treasurer's report in a **monthly** Board meeting excluding the month of July and August.

ARTICLE XIV – SUN CITY FOUNDATION *(BP20 integrated)*

The Sun City Foundation ("Foundation") is a tax exempt corporation under Section 501(c)(3) of the Internal Revenue Code of 1954, as amended. The Foundation's Articles of Incorporation and Bylaws state that the governing body of the Foundation rests with the Board of Directors of the Recreation Centers of Sun City, Inc. The RCSC Board shall govern the Foundation as follows:

SECTION 1: SUN CITY FOUNDATION BOARD OF DIRECTORS

At the RCSC January organizational meeting, the RCSC Board shall determine the number of RCSC Directors to be appointed to the Sun City Foundation Board of Directors (hereinafter referred to as "Foundation Board") for the coming year, according to the Sun City Foundation Bylaws. At least a majority of the Foundation Board of Directors at any time must be current or former members of the RCSC Board of Directors. This can be done by appointing members in accordance with the Foundation Bylaws and the following:

- A. Must be a RCSC Member in good standing;
- B. Must not be related to any other member of the Foundation Board by marriage or birth;
- C. Must agree to adhere to the Foundation Articles of Incorporation and Bylaws, RCSC Articles, Bylaws, Board Policies and any and all rules and regulations of the Corporation.

Any Foundation Board positions not filled at that time may be allowed to exist for filling at a later date.

SECTION 2: RCSC SUPPORT SERVICES PROVIDED TO THE SUN CITY FOUNDATION

The Foundation Board has only a minimum amount of resources to carry out exclusively charitable and health educational purposes, therefore the following support services are approved by the RCSC Board of Directors.

A. Accounting & Other Services:

1. All financial record keeping will be performed and retained by RCSC. Financial reports and accounting will be performed by RCSC personnel and reported monthly to the Foundation Treasurer.
2. Unrestricted contributions will be received at the RCSC Board Office and made payable to the Sun City Foundation. A list of unrestricted donor names and donor amounts will be submitted to the Sun City Foundation Treasurer monthly.
3. Restricted contributions will be received at the RCSC Board Office and made payable to the Sun City Foundation with a written explanation as to the project that is to be funded or partially funded by the contribution. A copy of the check, written explanation of the project and the bid/quote for the project will be provided to the Sun City Foundation President and Treasurer. The Sun City Foundation will issue a check to RCSC immediately for the total amount of the contribution. Upon completion of the project, RCSC will issue to the Sun City Foundation President and Treasurer invoices that substantiate the completion of the project and that provide documentation that all restricted contributions were used for the project designated.
4. Clerical and other services may be performed by the RCSC personnel at no charge, based on availability of RCSC personnel.
5. Disbursements will be made only from Foundation funds upon approved vouchers signed by the Officers of the Foundation, and its Treasurer will report such disbursements to the Foundation Board.
6. Tax preparation and/or audits will be processed through RCSC sources upon approval of the Presidents of the RCSC and the Foundation. Payment for these services will be made by the Foundation and reimbursed as a contribution from RCSC.

B. Facilities: Upon approval of the RCSC Board or Management, the use of RCSC Facilities is available to the Foundation at no charge.

C. Legal: All legal matters will be processed through RCSC sources upon approval of the RCSC President. Payment for these services will be made by the Foundation and reimbursed as a contribution from RCSC.

D. General: In regard to the use of RCSC resources, the Foundation shall have the same privileges as a Chartered Club.

BE IT FURTHER RESOLVED that a copy of these Corporate Bylaws shall be posted on the RCSC website (www.suncityaz.org) and shall be made available to Members upon request at no cost.

Adopted and signed this 28th day of March, 2019 at a duly called Board meeting by a majority (5) of the Recreation Centers of Sun City, Inc. Board of Directors.

ATTEST:

Jerry DeLano, President

Diana Graettinger, Secretary

RECREATION CENTERS OF SUN CITY, INC.

BOARD OF DIRECTORS MOTION/RESOLUTION

Date of Meeting: March 28, 2019	Proposed by: Vice President Lehrer
----------------------------------------	-------------------------------------------

I MOVE THAT the following Board Policy Resolutions (“BP”) be terminated as they have been integrated into the Corporate Bylaws:

- BP 1 Conflict of Interest
- BP 2 Board of Directors, Management and Commission
- BP 3 Corporate Records
- BP 4 Board Meetings and Member Exchanges
- BP 5 Initiative Referendum and Recall Petitions
- BP 6 Corporate Privacy Policy
- BP 8 Privilege Cardholders
- BP 9 Cardholder Guests and Host Punch Cards
- BP13 Accounting Standards and Financial Management
- BP16 Budget and Financial Reporting
- BP20 Sun City Foundation
- BP21 Membership Documentation Requirements
- BP22 Refunds *(also integrated into BP17)*
- BP24 Preservation and Improvement Fee and Fund
- BP27 Standing Committees
- BP28 Annual Property Assessments Fees and Collections
- BP29 Hearing Procedures and Cardholder Suspensions
- BP30 Incident Reports
- BP31 Risk Management
- BP32 General Manager
- BP33 Investments

FURTHERMORE I MOVE that the following Board Policy Resolutions (“BP”) be terminated as they have been integrated into Board Policy Resolution 10:

- BP11 Use and Rental of RCSC Facilities and Property
- BP23 Firearms and Deadly Weapons
- BP26 Household Pets

I ALSO MOVE THAT the following Board Policy Resolution (“BP”) be terminated as it has been integrated into Board Policy Resolution 7:

- BP15 Project Management and Contracts

Approved
 Defeated
 Postponed
 Withdrawn