

DEFINITIONS

These definitions are used in the Standing Rules to clarify specific items.

1. **VISITOR** – A SKP Member who is visiting our Co-Op for a period of time without the need of a Co-Op Member sponsor.

2. **GUEST** – A person(s) visiting a Co-Op Member and sponsored by that Member. The Guest may or may not be a SKP.

3. In these Standing Rules, when the context requires, singular nouns and pronouns include the plural.

4. Unless otherwise stated, all times/dates identified by “number of days”, refers to calendar days.

5. **HOPA**, as used herein, refers to the Housing for Older Persons Act.

6. **MANAGEMENT** - The directors, employees and Committees who have the capability and responsibility to make decisions and oversee the undertakings of the CO-OP.

7. In these Standing Rules, the term CO-OP is understood to refer to *ALAMO AREA SKP CO-OP/RETREAT OF TEXAS, INC.*

8. **GUIDELINES** are defined as the tasks that the Co-Op Membership requires of the Standing Committees.

9. **PROCEDURES** are defined as the steps that the Standing Committees’ take to detail the accomplishment of the tasks assigned.

8. A **POLICY** is defined as the rules that are imposed by the Committee on the Committee itself.

1 **ALAMO AREA SKP CO-OP / RETREAT OF TEXAS, INC.**

2 **STANDING RULES**

3 **NEWLY REVISED**

4 **2017**

5 **PREAMBLE**

6
7
8 This CO-OP is based on the principle of sharing and caring, and will fulfill the
9 expectations of all, only if these principles are implemented by each member. We
10 should remember the “Golden Rule” in all our dealings with each other. A
11 successful CO-OP encourages volunteers to share their knowledge, labor, and
12 time for the mutual benefit of all. These Standing Rules are written in this spirit,
13 to provide standards by which all can live together in harmony.
14

15 **ARTICLE I**
16 **USE OF ASSETS**

17
18 **SECTION 1: STRUCTURES AND CONTENTS**

19 No structural or utility modifications will be made in or around the Clubhouse, the Office
20 or the Storage buildings unless previously approved by the Board of Directors. Smoking
21 will not be allowed in any CO-OP owned buildings at any time. There will be no political
22 or religious assemblies held in or on any CO-OP owned buildings or land except on
23 individual Membership Lots.
24

25 **A. CLUBHOUSE**

26 1. Use of the Clubhouse facilities is on an “All Member” basis, with
27 programmed CO-OP / Blue Bonnet activities taking priority over private
28 individual or subgroup uses.

29 a. **RESTRICTIONS**

30 1. No one may offer any alcoholic beverages, including beer
31 and wine, for sale or for a monetary donation.

32 2. Minors using the Clubhouse will be supervised by a
33 responsible adult.

34 3. Individuals or groups sponsoring activities in the
35 Clubhouse are responsible for the cleanup.

36 4. Except for furniture rearrangement, no changes (moving
37 the established areas, wiring, heating, plumbing, etc.) will be made
38 in or around the Clubhouse unless previously approved by the
39 Board of Directors.

1 5. All Clubhouse remodeling, renovations and/or structural
2 changes must be recommended by the appropriate Committee and
3 approved by the Board of Directors.
4

5 **B. OFFICE**

6 1. The CO-OP Office is primarily for the use of Management.

7 a. RESTRICTIONS

8 1. Access to all CO-OP records is controlled by Management.

9 (a). Personal records of individual Members may only be accessed by
10 Management, the Member or the Membership Committee.

11 (b). A Member is entitled to examine and copy, at the Member's
12 expense, at any reasonable time and for a proper purpose, the
13 Member's record. The original record may not be taken out of the CO-
14 OP Office.

15 (c). On written demand, the records and books of the CO-OP may be
16 examined and copied, at the requester's expense, relevant to the
17 demand.

18 2. Information contained in the Member's records is private and this privacy
19 must be respected.

20 **C. STORAGE BUILDINGS**

21 1. Security and access to the Storage Buildings will be controlled by, and is
22 the responsibility of, the CO-OP Management.
23

24 **SECTION 2: EQUIPMENT AND TOOLS**

25 CO-OP equipment, tools, and trailers will be available for use only by qualified
26 Members, and are not available for commercial use. Prior approval from the CO-OP
27 Management is required to remove any equipment or tools from CO-OP property. The
28 Member using the tools and/or equipment assumes all responsibility and liability.

29 **A. HAND TOOLS**

30 1. Common hand tools may be checked out for use by individual Members.

31 **B. MOTORIZED EQUIPMENT**

32 1. Trailers and motorized equipment, to include, but not limited to, the tractor and
33 mowers, may be checked out for use by individual Members, after being trained
34 in the proper use and safety of said equipment.

35 **C. SPECIALIZED EQUIPMENT**

36 1. Specialized equipment, to include, but not limited to, survey equipment and
37 electronic equipment, must only be used by Members who are qualified to use
38 that piece of equipment.
39
40
41
42

1 **SECTION 3: LAND AND INFRASTRUCTURE**

2 **A. FENCE**

- 3 1. Nothing will be attached to, placed on, draped over or leaned on the perimeter
4 fence.

5 **B. COMMON AREA LAND**

6 1. STORAGE AREA

- 7 a. Storage for extra RVs, vehicles, boats, dismounted slide-ins, toppers, car
8 dollies, and small utility trailers has been provided in the storage area, and
9 such storage will not be permitted on individual Membership Lots. As an
10 exception, car dollies will be permitted on individual Lots if they are stored
11 behind the RV.
12 b. The first space in the storage area is free. A fee, at a monthly rate established
13 by the Board of Directors, will be charged for an additional space, if available.
14 c. Only currently state licensed units, if licensing is required by the state, may be
15 parked in the storage area.

16 2. BOONDOCK AREA

- 17 a. Guests/visitors who are planning to be absent from the CO-OP for more than
18 one (1) week, but leave their unoccupied RV unit in the CO-OP, must move
19 their RV to the Boondock area, being charged at the prevailing rate, and leave
20 their keys in the CO-OP office.

21 3. MEMBERSHIP LOTS

- 22 a. The maintenance of the easement behind each Lot is the responsibility of the
23 Member of that Lot. Maintenance shall include removal of weeds and debris,
24 .to keep an open passage.
25 b. There shall be no unauthorized digging in the utility area.
26 c. Members shall not use, nor allow the use of, salt or soil sterilizers/sterilants
27 for weed control on their Membership Lot.

28 **C. ELECTRICAL DISTRIBUTION**

- 29 1 The utility pedestal is CO-OP property. All utility pedestals must be accessible on
30 three sides. Any covering or enclosure over the pedestal is discouraged.
31 Tampering with the CO-OP pedestal electrical panel is prohibited. Any damage
32 to the electrical panel, caused by the current Member, that results in corrections
33 to, or the replacement of, the electrical panel, will be the financial responsibility
34 of the current Member.
35 2. Only the 30-ampere or the 50-ampere power plug may be used. In no case, shall
36 the 110 volts, 30 ampere plug be modified to provide 220-volt power, and no
37 connections can be made inside the power distribution box, other than the 20-
38 ampere connection for the shed.

39 **D. SEPTIC AND SEWER**

- 40 1. A Member may install a French Drain with approval of the Lot Improvement
41 Committee.

- 1 2. Cold water washers and sinks in sheds are allowed provided they discharge into a
2 French Drain.
- 3 3. The use of an existing French Drain will be revoked if water discharged into the
4 French Drain becomes a nuisance or a health hazard.
- 5 4. Only RV toilets can be used on Membership lots. No coffee grounds, egg shells,
6 zinc, cigarette butts, phosphates, formaldehyde, or chlorine bleach will be
7 introduced into the system. A threaded type fitting must be used between the CO-
8 OP sewer system and the RV holding tank(s).

9 **E. WATER DISTRIBUTION**

- 10 1. Any water usage must be through the existing pedestal faucets. No new water
11 line may be directly connected to the CO-OP utility system.
- 12 2. No permanent connection of any type will be made between the CO-OP water
13 system and black water holding tank flushing system.
- 14 3. Tampering with the CO-OP water system is prohibited.
- 15 4. For Fire safety, a separate fifty (50) foot hose with a nozzle must always be
16 connected to the second water valve, whether in residence or not. It is the
17 responsibility of the Member to replace a defective hose or nozzle. The CO-OP
18 Management will replace the hose and/or nozzle, if necessary, and will bill the
19 Member's account.

20 **F. ROADS**

- 21 1. Members are responsible for the damage they cause to the roads.

22
23 **SECTION 4: FINANCE**

24 **A. LAUNDRY INCOME**

- 25 1. Laundry income will be applied to the Operations Checking Account. A twenty
26 five percent (25%) deduction from the laundry income will be applied to the
27 Laundry Checking Account up to a maximum balance of twenty-five thousand
28 dollars (\$25,000).

29 **B. LOT RENTAL INCOME**

- 30 1. Lot Rental Income will be applied to the Operations Checking Account.
 - 31 a. The amount received from lot rentals (excluding electrical charges) shall be
32 divided between the CO-OP and the Member on a basis specified by the
33 Board of Directors. This amount shall be applied to the Member's Annual
34 Maintenance Fee. All Lot Rental monies should be reported to the IRS as
35 income.
 - 36 b. If a Member withdraws from the CO-OP, any monies due from the Rental
37 Pool shall be sent with the notation on the check that it is "Rental Pool
38 Income" and should be reported to the IRS.

39
40 **C. MEMBERSHIP TRANSFER FEE INCOME**

41 The Membership Transfer Fee income applies to prospective Members only and this
42 fee will be deposited to the Construction Account.

1 **D. MEMBERSHIP LOT LIST FEE INCOME & MEMBERSHIP**
2 **ADMINISTRATIVE FEE INCOME**

- 3 1. The Membership Lot List Fee and the Membership Administrative Fee will be
4 applied to the Membership Committee Budget.

5 **E. ASSESSMENTS**

- 6 1. "Assessment", as used herein, is defined as any payment that is equally shared
7 by all Members and has been designated for a specifically stated purpose that
8 will benefit the CO-OP. The stated purpose and the anticipated cost of an
9 assessment must be identified prior to the proposal being presented to the
10 Membership for approval.
11 a. All assessments must be in compliance with Federal, State and Local
12 regulations.
13 b. Any assessment shall be equally divided among all the Members and shall
14 require the approval of two thirds (2/3) of the Member votes cast, but not less
15 than a majority of the Memberships.
16 c. An assessment may be done at any time of the year using a mailed or hand
17 delivered ballot. The ballots may not be tallied until forty-five (45) days
18 after the mailing date of the ballots.
19 d. Any assessment monies not used for the assessment's specific purpose shall
20 be equally credited to the Member's Maintenance Fee upon completion and
21 acceptance of the project by the CO-OP.
22 e. An assessment which increases the value of the Membership must be used
23 for a new Capital Asset or a new Capital Utility, or the improvement or
24 enhancement of an existing Capital Asset or an existing Capital Utility.

25
26 **F. INFRASTRUCTURE RESERVE ACCOUNT**

- 27 1. An Infrastructure Reserve Account has been created to minimize the
28 amount of a potential assessment for the repair of, or improvement to, the CO-OP
29 infrastructure.
30 2. All costs of repairs or improvements to the Electrical System,
31 Septic/Sewer Systems, Drinking Water System, Drainage System and Roads are
32 funded from the Infrastructure Reserve Account.
33 3. Funds for this account require an initial payment in the amount of two
34 hundred dollars (\$200.00), followed by an annual payment of one hundred dollars
35 (\$100.00) from each Membership. The initial payment is due when the Membership
36 is awarded. The annual payment is due prior to the Annual Membership Meeting, but
37 not prior to January 1.
38 4. Members who decide to relinquish their Membership will be refunded the
39 amount they have paid into the account prior to September 01, 2013. This refund will
40 be deducted from the Infrastructure Reserve Account. Payments made into the
41 Infrastructure Reserve Account after September 01, 2013, are not refundable. Costs

1 incurred to complete a project involving the Infrastructure will be paid from this
2 Account.

3 5. If funds are used from this account that result in an increase to the value of
4 the Membership, the amount of any refund will be reduced by the amount that the
5 value of the Membership has increased.
6

7 **ARTICLE II** 8 **MEMBERSHIP**

9
10 All Members are encouraged to serve on Committees and to participate in the activities which
11 ensure the smooth operation of our CO-OP.
12

13 **SECTION 1: MEMBERSHIP TRANSFERS**

14 **A.** Request to make a Membership and assigned Membership Lot available for transfer may
15 not be reviewed unless sufficient experienced/qualified Committee Members are
16 available. Transferring a Membership takes three (3) Committees; The Membership
17 Committee, the Lot Improvement Committee, the Evaluation Committee.

18 **B.** There are five methods for transferring a Membership Lot.

19 **1.** A current Member can indicate the desire to relinquish their Membership.

20 a. Any Membership Lot being offered for transfer will first be offered to any
21 CO-OP Member with a Member Lot Request Form on file.

22 b. The Membership Lot is then offered to any CO-OP Member.

23 c. The Membership Lot is then offered to Prospective Members on the
24 Active Waiting List.

25 **2.** A current Member may submit as many as three (3) Member Lot Request
26 Forms, for a non-refundable fee, to transfer to a specific Membership Lot when the
27 lot is made available for transfer.

28 a. Any Membership Lot being offered for transfer will first be offered to any
29 CO-OP Member having a Member Lot Request Form on file

30 b. The order of priority is determined by the date and time the request is
31 received.

32 **3.** A current Member may indicate a desire to move to a specific Membership Lot
33 that is made available for transfer before the lot is offered to the Active Waiting
34 List.

35 **4.** Two CO-OP Members may trade Membership Lots, within the CO-OP

36 a. Membership Lots may be exchanged providing it is mutually agreed by
37 those concerned. Upon exchange, the Membership Committee will be notified,
38 the original Certificates of Membership surrendered and new ones issued. The
39 changes will be recorded in the CO-OP's records.

40 **5.** Membership Lot Transfer resulting from the death of a single or surviving Co-
41 Member;

- 1 **a.** The emergency point of contact will be notified and the CO-OP will
2 process the Membership with the assigned Membership lot and approved
3 improvements for transfer to a Member or Prospective Member.
4 **b.** In the case where the last person on the Membership Certificate has died
5 with no instructions as to a person to contact, the Membership, with the assigned
6 Membership Lot and approved improvements will revert to the CO-OP for
7 processing.
8 **c.** In the event of 5.a above, upon the transfer of this Membership to a new
9 Member, the proceeds will be provided to person identified by the deceased
10 Member.
11 **d.** In the event of 5.b above, upon the transfer of this Membership to a new
12 Member, the proceeds will be sent to the Texas State Comptroller to be held in
13 accordance with Texas State Law.

- 14 **1.** All personal items must be removed from the shed so the Lot Improvement
15 Committee and the Evaluation Committee can accomplish their assigned tasks. The
16 Member's RV may remain on the Membership Lot, and all shed keys need to be left
17 in the office. The Member may reside on their Membership Lot, with full rights,
18 privileges and responsibilities until the Membership is awarded. Any Membership
19 and Membership Lot being offered for transfer will first be offered to any CO-OP
20 Member having a Member Lot Request on file. The order of priority is determined
21 by the date and time the request is received.
22 **2.** Upon receipt of the current Member's signed agreement of the Evaluation
23 Committee's calculated value, the Membership Committee will proceed with the
24 necessary procedures to make the Membership Lot available for transfer.
25 **3.** The original Certificate of Membership will be voided and a new Certificate of
26 Membership will be issued after completion of the re-assignment. The Member has
27 two (2) weeks to make the original Membership Lot available for transfer, During the
28 time of re-assignment, the Member has all financial obligation and upkeep of both
29 Membership Lots until the original Membership Lot is re-assigned.

30 **4. COMPENSATION UPON TRANSFER**

- 31 **1.** Compensation upon the transfer of a Membership shall be the current
32 Membership Fee. The CO-OP shall try to find a new Member to compensate
33 the previous Member for the value of the Lot Improvements, as determined
34 by the Evaluation Committee. The CO-OP cannot guarantee that a willing
35 Member or Prospective Member will be found.
36

37 **SECTION 2: STANDARDS OF CONDUCT**

- 38 **A.** Noise shall be kept to a minimum. Quiet hours are from 10:00 p.m. to 8 a.m.
39 During emergencies, appropriate equipment may be used.
40 **B.** Members who become unruly in the Clubhouse or the Office will be asked to
41 leave.

1 C. Members will not go door-to-door, seeking donations, selling raffle tickets, or
2 selling products or services for payment.

3 D. Walking through another Membership Lot is not permitted, except by written
4 permission, on file in the office, of that Membership's owner. While the
5 Membership Lot is being rented, no walking through will be permitted.
6

7 **SECTION 3: RESPONSIBILITIES OF MEMBERS**

8 A. Members must comply with all rules established by and for the CO-OP.

9 B. Whether they are in the CO-OP or away, Members are responsible for all yard
10 work on their Membership Lot, and to maintain any structure on the Lot. If
11 neglected, and work must be accomplished at the expense of the CO-OP, the
12 Members' account will be billed.

13 C. Members must consult with the Lot Improvement Committee before making any
14 changes to their assigned Membership Lot.

15 D. Pets are to be controlled at all times either in a restricted area or on a leash. All
16 pet droppings shall be promptly picked up and disposed of properly. Members
17 with dogs will prevent them from continuously barking.

18 E. Members should sign out when leaving the CO-OP for more than twenty-four
19 (24) hours, and sign in upon their return.

20 F. Motorized vehicles, bicycles, skateboards, roller skates and scooters are not
21 allowed to be ridden or parked on any CO-OP sidewalks or the clubhouse patio.
22 Aids for handicapped are exempt.

23 G. No business signs will be erected in the CO-OP.

24 H. Members seeking donation from businesses must have prior approval from the
25 Board of Directors. The request to the business must be made with a letter or
26 request form on CO-OP letter head.

27 I. Members must pay all fees, assessments, utility bills, and other obligation owed to
28 the CO-OP. If a Member should decide to relinquish their Membership, all
29 amounts owed to the CO-OP will be deducted from the amount due the Member
30 at the time of the transfer of the Membership.

31 J. The Surviving Co-Member must notify the Membership Committee of the death
32 of their Co-Member and provide a copy of the Death Certificate. The Co-
33 Member will surrender their Certificate of Membership and a new one will be
34 issued. The Change is recorded in the CO-OP's record.

35 K. All members are required to leave a forwarding address and a person/persons to
36 notify in case of a death, an emergency or whatever else may happen that involves
37 their assigned lot.
38

39 **SECTION 4: RIGHTS AND PRIVILEGES OF MEMBERS**

40 A. Members may relinquish their Membership by notifying the Membership
41 Committee and completing the required paperwork.

- 1 **B.** For a non-refundable non-transferrable fee, a Member may request that their name
2 be placed on the Member Lot Request list for a different Membership Lot.
- 3 **C.** Upon the death of a Co-Member, the full and complete rights are vested with the
4 Surviving Co-Member.
- 5 **D.** Single members may add a different adult to the Certificate of Membership
6 provided that the person fits the definition of membership as stated in the By-
7 Laws. The Membership Committee must be notified in writing. The original
8 Certificate of Membership is surrendered and a new one will be issued. The
9 change is recorded in the CO-OP's records.
- 10 **E.** Members in residence may sponsor non-SKP guests. Providing space is
11 available, the non-SKP guests of Members may stay in the Boondock area, or on a
12 Rental Lot, at the prevailing rental rate.
- 13 **F.** Members may allow another SKP to use their Membership Lot at no rental fee,
14 except for electricity used, for a period of not more than thirty (30) days within
15 one (1) year, and provided they notify Management in writing of such an
16 arrangement. The Member should indicate the following: Name of occupant,
17 dates of estimated arrival and departure, and whether the lot should be returned to
18 the Rental Pool at the end of the visit.
- 19 **G.** The CO-OP approved Improvements to a Membership Lot are specifically owned
20 by that individual Member and may be removed as the Member sees fit, without
21 damaging the Membership Lot.
- 22 1. In the CO-OP, the Calculated Value of the Lot Improvements is
23 determined by receipts found in the Membership owner's file in the CO-
24 OP Office, unless the transferring Member has established a reduced price
25 for his Lot Improvements. The Evaluation Committee performs an
26 inspection and inventory of the Lot Improvements and determines a
27 Calculated Value of the Lot Improvements.
- 28 2. When, in the process of transferring a Membership, the current Member
29 may request that the amount listed for the Lot Improvements be lowered
30 below the CO-OP approved Calculated Value, but may not request that the
31 amount listed for said Improvements be listed for more than the CO-OP
32 approved Calculated Value.
- 33 3. If a transferring Member chooses to reduce the price for his Lot
34 Improvements, the Calculated Value of his Lot Improvements will be
35 reduced to reflect the Member's choice.
- 36 4. If the subsequent Member on this Membership Lot decides to transfer his
37 Membership, the starting point for the Calculated Value will be the
38 Calculated Value at the time this Member purchased his Membership and
39 Lot Improvements.
- 40 5. If a Member decides to relinquish the Membership and the Member
41 Waiting List is notified, the Member may not withdraw his Membership
42 transfer request.

1 6. If a Membership has been sent out to the Member Waiting List and to the
2 Active Waiting List for a minimum of two (2) times and has not been
3 chosen, the current Member has the option of removing the Membership
4 from consideration, or reducing the price of the Lot Improvements.

5 **H.** Members in good standing may become a nominee for election to the Board of
6 Directors after being a Member for one (1) year.

7 **I.** Members may care for a CO-OP common area with the knowledge of the
8 Landscape Committee.

9 **J.** Members may submit written, signed and dated complaints at the Office. No
10 action will be taken on verbal complaints.

11 **K.** All Members have the right to file a grievance with the Grievance Committee.
12 The accused must be shown the signed complaint.

13 **L.** Use of the laundry and dumpsters is for guests, visitors and Members currently
14 staying in the CO-OP.

15 **M.** A Town Hall Meeting may be held at any time the Clubhouse is available. Any
16 Member may call a Town Hall Meeting by giving notice to all Members in
17 residence in the CO-OP. Recommendations from the Meeting will be presented in
18 writing to the Board of Directors for their consideration.

19
20 **SECTION 5: TERMINATION OF A MEMBERSHIP**

1 **A. PROCESS OF TERMINATION**

- 2 1. A member who is in violation of the By-Laws, Standing Rules, Park
3 Rules or in default of payment of any monies owed the CO-OP, will
4 receive written notification from Management.
- 5 2. Should the violation or default not have been addressed by
6 correction or a written plan within fifteen (15) days of notification,
7 the member shall receive a final written notification granting an
8 additional fifteen (15) days to correct the violation, default or to
9 present a plan to Management.
- 10 3. After the thirty (30) days have expired and no action has been taken by the
11 notified member, Management will notify the BOD in writing and
12 termination proceedings will be initiated by the BOD.
- 13 4. A termination hearing will be conducted by the BOD with the notified
14 member represented orally or in writing. The member may be
15 accompanied by a representative.
- 16 5. A vote will be taken by the BOD following the hearing which must be
17 unanimous for termination.
- 18 6. The BOD will notify the member of the result by regular and registered
19 mail at the listed address of the member.

20
21
22 **B. PAYMENT UPON TERMINATION**

- 23 1. Payment upon termination of a Membership shall be the current
24 Membership fee plus the value of the lot improvements.
- 25 2. Payment will be made within thirty (30) days of the termination.

26
27 **ARTICLE III**
28 **GOVERNMENT**
29 **BOARD OF DIRECTORS**

30 **SECTION 1: ELECTION**

- 31 **A.** An election shall be held using the official ballot provided by the Election
32 Committee.
- 33 **B.** Members may become a candidate for election by filling out the application form
34 received from the Election Committee. This application must be received by
35 December 15. Only one Member listed on the Certificate of Membership may run
36 for, or serve on, the Board of Directors at any one time.
- 37 **C.** The packet containing all Official ballots and all other information will be mailed
38 or distributed to Members by January 15.
- 39 **D.** Sealed ballots shall be held by the Election Committee until the last Thursday of
40 February, the day of the Annual Membership Meeting.

- 1 E. Any tie will be broken by vote of the Members present at the Annual Membership
2 Meeting. A plurality vote elects.
3

4 **SECTION 2. FILLING VACANCIES**

- 5 A. Any eligible Member may be considered for appointment to fill a vacancy.
6 B. Appointed Directors whose term goes beyond the Annual Membership Meeting
7 must be ratified at the Annual Membership Meeting.
8 C. In the event an appointee is not ratified, an open election for the unexpired term
9 shall be held from the floor at the Annual Membership Meeting.
10 D. Members ratified to fill a vacancy shall be considered to have served a full term if
11 the time of service is greater than one year.
12

13 **SECTION 3: OFFICERS OF THE BOARD OF DIRECTORS**

14 See the By-Laws for information concerning the Officers of the Board of Directors.
15

16 **SECTION 4: DUTIES OF THE BOARD OF DIRECTORS**

17 See the By-Laws for information concerning the duties of the Board of Directors.
18

19 **SECTION 5: MEETINGS OF THE BOARD OF DIRECTORS**

- 20 A. All Board of Director Meetings will be open Meetings except for Executive
21 Sessions.
22 B. Proposed agenda items will be posted prior to each Open Board of Directors
23 Meeting.
24 C. The Board of Directors may have a Membership question and answer session.
25

26 **SECTION 6: COMMITTEES**

27 **STANDING COMMITTEES**

28 Standing Committees are established by the Membership and exist for the life of the CO-
29 OP, or until the Membership determines that the Committee should be discontinued.
30 Only by a Majority vote of the Membership can a Standing Committee be stood up or
31 stood down. Following are the Guidelines for each of the Standing Committees. A
32 plurality vote of the Membership is required to change these Guidelines. These
33 Guidelines will stand until properly submitted changes are approved by the
34 Membership. All Standing Committees may develop Committee Policies. A Policy is
35 defined as the rules that are imposed on the Committee by the Committee itself. All
36 Standing Committees will develop, for the Board of Directors' approval, Procedures for
37 accomplishing the tasks set forth in these Guidelines by the CO-OP Membership.
38

39 **GENERAL GUIDELINES FOR ALL STANDING COMMITTEES**

- 40 A. Any CO-OP Member in good standing is eligible to serve on any Standing
41 Committee. Some Committees have limitations imposed in the By-Laws and/or
42 Standing Rules and these limitations shall be followed.

- 1 **B.** The Board of Directors will acknowledge the Committee Member selected by the
2 Committee to serve as the Committee Chairperson and Vice-Chairperson.
- 3 **C.** The Chairperson will preside over the meeting of their Committee and will call
4 meetings as necessary. The Chairperson will ensure that the Committee Members
5 understand the duties of the Committee and will advise the Board of Directors if
6 the composition of the Committee falls to a level that prevents the Committee
7 from accomplishing their assigned tasks. In the absence of the Chairperson, the
8 Vice-Chairperson will perform the duties of the Chairperson.
- 9 **D.** Rules of the Committee established in a Committee's Policies effect only that
10 Committee.
- 11 **E.** A Standing Committee cannot make a rule in their Procedures to be imposed on
12 the Membership unless the basis of the rule is found in the current By-Laws or
13 Standing Rules.
- 14 **F.** Any Standing Committee desiring a change to these Guidelines, or their
15 Procedures, will petition the Board of Directors for an interim Park Rule. The
16 Committee will submit the proposed change to the By-Law and Standing Rules
17 Committee for review and compiling. If approved by the Membership at the
18 Annual Membership Meeting, the Committee must re-write their Procedures to
19 reflect the change.
- 20 **G.** Standing Committees will present their Procedures to the Board of Directors after
21 the Annual Membership Meeting, and prior to the March regularly scheduled
22 Board of Directors meeting for acknowledgement that no changes were required
23 because of the Annual Membership Meeting. Otherwise, they will submit
24 changes prior to the April regularly scheduled Meeting of the Board of Directors
25 for approval, if changes are required to their Procedures because of actions by the
26 Membership at the Annual Membership Meeting.
- 27 **H.** If both Members of one Membership are on the same Committee, only one vote
28 may be cast, and Committee paperwork requiring approval signatures may be
29 signed by only one Member on that Membership.
- 30 **I.** No Chairperson will be eligible to serve for more than four (4) consecutive years
31 in the same position.
- 32 **J.** All Standing Committees will provide a detailed verbal and written report to the
33 Membership at the Annual Membership Meeting.
- 34 **K.** All Standing Committees will develop and submit to the Budget and Planning
35 Committee, a budget request for the next business year by November 1.
- 36 **L.** All original documents generated by the Committees are the property of the CO-
37 OP. Any documents pertaining to Members shall remain in the Member's
38 Membership Lot file.

INDIVIDUAL STANDING COMMITTEE GUIDELINES

A. BUDGET AND PLANNING COMMITTEE

1 This Committee is to prepare and submit an Annual Budget to the Board of Directors for
2 consideration. The Committee shall review budget requests and reports from the Standing
3 Committees and compile a list of any possible improvements to, or necessary maintenance needs
4 of, the CO-OP property, and establish the priorities for these items, making sure that the
5 estimated cost for these items are included in the submitted budget. The Committee will
6 determine the Annual Maintenance Fee for the upcoming business year and submit their
7 recommendations to the Board of Directors, on or before November 20, for consideration,
8 approval and presentation to the Membership at the December regularly scheduled Board of
9 Directors Meeting. The Budget and Planning Committee shall consist of: the CO-OP Treasurer,
10 as Chairperson; the Blue Bonnet Auxiliary Treasurer; the Administrative Clerk; the Chairperson
11 of the Maintenance and Construction Committee; and two (2) other CO-OP Members selected by
12 the Chairperson, from the general Membership. Other than the CO-OP Treasurer, a current
13 Member of the Board of Directors may not serve on this Committee.

14 **B. BY-LAWS COMMITTEE**

15 This Committee is responsible for reviewing all proposed amendments to the By-Laws.
16 Amendments must be submitted by December 1. The Committee should know and understand
17 the relationship between the Articles, Sections and Paragraphs of the By-Laws and Standing
18 Rules, and the relationship between these documents. The Committee must interpret the
19 meaning of these documents. The Committee must determine what change the Member is
20 proposing; insure the proposed amendment is properly written and the integrity of the By-Laws
21 remains intact. The Committee shall verify that all proposals accurately identify the proper
22 Article, Section and Paragraph when compiling the proposed amendments. Each proposed
23 amendment must list an individual sponsor except those proposed by the Board of Directors.
24 Final revisions of proposals must be submitted to this Committee by December 15. All proposed
25 amendments must be prepared so the Board of Directors can submit them to the Membership.
26 The By-Laws Committee will update the By-Law and Standing Rules documents as approved by
27 the CO-OP Membership. The revisions will be supplied to the Board of Directors. The revised
28 documents will be posted on the LSC Web Site. The By-Laws Committee will consist of at least
29 five (5) Members who are not a current Member of the Board of Directors.

30 **C. MAINTENANCE AND CONSTRUCTION COMMITTEE**

31 The Construction and Maintenance Committee will set the standards of safety the CO-
32 OP. This Committee will set the standards and requirements for the upkeep, maintenance and
33 appearance of all Co-Op structures and signage. The Committee will develop maintenance plans
34 for all CO-OP structures and the CO-OP infrastructure. The Committee will review all plans for
35 any construction and make recommendations to the Board of Directors. The review of a
36 construction plan request from other Committees will be provided to the requesting Committee.
37 One (1) Director may serve on this Committee, but may not serve as the Committee's
38 Chairperson or Vice-Chairperson.

39 **D. ELECTION COMMITTEE**

1 The Election Committee is to ensure that proper information is sent to Members in
2 regards to any voting. The Election Committee shall ensure that the following information is
3 sent to each Membership:

- 4 1. A copy of the letter of each Board of Director candidate.
- 5 2. A list of all Board of Director Members to be ratified.
- 6 3. A copy of each proposed change to the By-Laws.
- 7 4. A ballot for each matter to be voted on, with instructions on how to complete each
8 ballot.
- 9 5. Instructions on how and when the ballots must be returned.

10 The returned ballots will be held at the CO-OP Office under direction and control of the Election
11 Committee until the Annual Membership Meeting. The Election Committee is responsible for
12 filling the slate of required candidates for the Board of Directors to at least one (1) over the
13 vacancies. If the Committee is not successful in filling the slate, the Committee will advise the
14 Board of Directors and refer to the CO-OP's By-Laws and Standing Rules or the CO-OP's
15 Parliamentary Authority on how to proceed. The Election Committee shall establish controls for,
16 and the tallying of, the votes during the Annual Membership Meeting. Two (2) Members, with
17 the same restrictions as the Members of the Election Committee, selected at random from the
18 general Membership, shall observe the counting of all votes. Both members of a Membership are
19 discouraged from working on the Election Committee so that one (1) may be free to attend the
20 Annual Membership Meeting. The Election Committee will consist of at least three (3)
21 Members. A current Director, Board candidate or their co-Members may not serve on this
22 Committee.
23

24 **E. EVALUATION COMMITTEE**

25 When a Member relinquishes the Membership, this committee is to establish the value of
26 all improvements. Value is defined as the cost of existing improvements, taking into
27 consideration the present condition of those improvements. The Committee will perform interim
28 Evaluations, keeping the Membership file current. The Evaluation Committee shall consist of
29 three (3) or more members who are not Board members.

30 **F. FINANCIAL AUDIT COMMITTEE**

31 The Financial Audit Committee will conduct financial audits throughout the Co-Op's
32 business year. The Co-Op Management, Board Treasurer, Bluebonnet Auxiliary Treasurer, and
33 other Officers of the Board of Directors and the Bluebonnet Auxiliary must make available to the
34 Financial Audit Committee, all records and any assistance that this Committee deems necessary
35 to conduct their internal audits. The Financial Audit Committee results will be retained for a
36 minimum of three (3) years. This Committee will prepare a report of the condition of the CO-OP
37 and Bluebonnet books and records, and make recommendations to the Board of Directors for any
38 action. The Financial Audit Committee will consist of at least three (3) Members, who are
39 neither Directors nor outgoing Directors, nor their Co-Members.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40

G. GRIEVANCE

The Grievance Committee, is to hear complaints of the members against the employees of the Park, the Board, or between individual members, if there appears to be an infringement of the Bylaws or rules. Committee members are obligated to maintain complete confidentiality on grievances both during and following membership on the Committee. Committee members are required to sign a Pledge of Confidentiality in order to be a member of the Committee. Discipline up to and including expulsion from the Committee will occur if a member violates the requirement for confidentiality. The Committee will consist of at least three (3) and a maximum of nine (9) members who are not Board members.

H. LANDSCAPE

The Landscaping Committee is to supervise the installation and maintenance of all plantings in the community areas of the CO-OP. They shall provide the membership a list of plants, trees, and shrubs that are appropriate for this area of Texas and that would not be injurious to the septic drain fields. The Landscaping Committee will consist of three (3) or more members.

I. LAUNDRY

The Laundry Committee is responsible for maintaining the CO-OP laundry equipment. This Committee will arrange for maintenance and repairs, and advise the Board of Directors of the extent of same. This Committee will collect and count the coins from the laundry. They will turn the coinage over to Management and provide a monthly report to the Board of Directors. The Committee will set and maintain the coin slots for the washers and dryers as directed by the Board of Directors. The Laundry Committee will consist of three (3) or more members.

J. LOT IMPROVEMENT COMMITTEE

The Lot Improvement Committee is to insure the improvements meet CO-OP safety standards. The Committee may provide members with advice and guidance on lot improvement and appearance. The Committee must approve, in advance, all construction, shed improvements and landscaping on the Membership Lot. In the event a Membership is made available the Committee will inspect the lot to verify there are no rule violations prior to its being made available for transfer. The Lot Improvement Committee will consist of three (3) or more Members who are not Board members.

K. MEMBERSHIP COMMITTEE

The Membership Committee is responsible for maintaining and administering the Active Waiting List, Membership Lot files and the Membership Lot Selection Procedure. The Membership Committee will maintain a file of Membership Lot requests. The date and time the requests were received will be noted to insure proper seniority of the requests. The Membership Committee will notify the Lot Improvement Committee when a Member indicates the desire to relinquish their Membership. When the Lot Improvement Committee has completed their tasks, the Membership Committee will make the paperwork and files available to the Evaluation

1 Committee. When the Evaluation Committee has completed their tasks, the Membership
2 Committee will complete the actions necessary to make the Membership, Membership Lot, and
3 Lot Improvements available for transfer. The Membership Committee will insure the age, 55+,
4 requirement is met prior to issuing a Certificate of Membership. The Membership Committee
5 will consist of three (3) or more Members who are not Board members.

6 **L. WI-FI COMMITTEE**

7 The WI-FI Committee shall consist of four more Members who are not Board Members
8 and shall be responsible for maintaining the LSC Internet System. The Wi-Fi Committee shall
9 establish the rules, the password(s), and other appropriate measures for usage by LSC Members
10 and guests.

11 **SPECIAL COMMITTEES**

12 The Board of Directors may establish a Special Committee to accomplish a specific task
13 or to plan a specific project, if the task or project does not involve tasks assigned to a Standing
14 Committee. When established, the Special Committee will be given the parameters of the task or
15 project and, if appropriate, a specified budget. At the completion of their assigned task or project
16 the Special Committee will cease to exist when their final report is presented to the Board of
17 Directors. If the tasking or project of the Special Committee extends beyond the Annual
18 Membership Meeting, the newly elected Board of Directors must determine if the Special
19 Committee is still needed and, if needed, approve the continuation of the Special Committee.
20
21
22
23

24 **SECTION 7: MANAGEMENT**

25 **A.** The office shall maintain records of each Membership Lot in the Rental Pool.

26 **1. RENTAL POOL**

- 27 **a.** The management shall maintain records of each Membership Lot in the
28 Rental Pool as to condition before and after renting.
- 29 **b.** A Lot with any obstruction that would impede access to the designated
30 parking pad will not be allowed to be placed in the Rental Pool.
- 31 **c.** Any Lot deemed unsafe for rental will be removed from the Rental Pool.
32 The Member of record for said Membership Lot shall be notified at the
33 address of record in the CO-OP Office.
- 34 **d.** Management, along with the Member, will check the condition of the
35 Membership Lot before being placed in the Rental Pool.
- 36 **e.** The Management will inspect the Membership Lot when the renter or
37 occupant is leaving.
- 38 **f.** Any damage done to the Membership Lot, due to renting, will be the
39 responsibility of the renter and/or the CO-OP.

- 1 3. Any vehicle parked on a Membership Lot should not extend beyond the
2 front property line.
- 3 4. On-street parking of passenger vehicles is permitted only on a temporary
4 basis (no more than forty-eight (48) hours without a permit).
- 5 5. On-street parking of an RV type vehicle will be by permit only for loading
6 and unloading, or minor maintenance. It may be hooked up to electric only
7 and will not be inhabited.
- 8 6. Boats and/or boat trailers can only be parked on individual Lots with a
9 permit issued by Management.
- 10 **B.** An RVs requiring electrical services exceeding 50 amps cannot be
11 accommodated.
- 12 **C.** All future park/destination trailers coming into the CO-OP must be approved by
13 Management and have a factory installed fossil fuel heating system. HVAC
14 ground-mounted units are not allowed.
- 15 **D.** Existing HVAC ground mounted units shall not exceed 25 amps current.
- 16 **E.** Destination/Park Trailers may be moved to another site within the CO-OP,
17 provided an internal fossil fuel heater is installed. They must meet all other CO-
18 OP Rules, and have an inspection by Management.
- 19 **F.** Propane heaters and propane clothes dryers are allowed in sheds. Water heaters
20 are not allowed in sheds.
- 21 **G.** Small (150 gallons or less) permanent propane tanks may be installed on lots if
22 Texas Railroad Commission specifications are complied with. Placement of
23 propane tanks must be approved by the Lot Improvement Committee and in
24 accordance with all Texas Railroad Commission specifications and must be
25 inspected by a Texas Railroad Commission authorized representative.
26 Propane/butane bottles (tanks) or welding gas bottles (tanks) will not be allowed
27 to be stored in sheds.
- 28 **H.** The only appliances that will be a part of the value of the shed will be wall-
29 mounted air conditioners and wall-mounted heaters. All other appliances must be
30 removed prior to an Evaluation for the transfer of the Membership and
31 Membership Lot.
- 32 **I.** Trees on Membership Lots will be maintained by the Member of that Lot. Trees
33 must be maintained so that they do not interfere with the use of a neighboring lot.
34 Trees and other plants must be kept trimmed so that they do not extend into the
35 road in a manner which could cause a safety issue, such as obstruction to visibility
36 or interference with traffic. No planting of Bamboo is allowed.
- 37 **J.** Leaking sewer hoses must be promptly corrected.
- 38 **K.** The front of the utility corridor on each Membership Lot must be clearly
39 identified by using a four (4) feet long barrier of landscape timber, rocks or other
40 material to prevent the leach field from being driven over. There will be no
41 parking on the leach field, which is an area four (4) feet wide and thirty (30) feet
42 long on the parking pad side of the Membership Lot.

- 1 **L.** An RV as referred to herein is to be either a “Travel Trailer”, a “Fifth Wheel
2 Trailer”, “Park Trailer”, “Motor Home” or a “Truck Camper”, to be pulled behind
3 a tow vehicle without any special license or road limitations. “Park Trailers” and
4 self-converted or commercially-converted RVs must be approved by the Board of
5 Directors before they can be brought into the Park. “Park Trailers” with second
6 story designs and/or peaked roof designs are not allowed.
- 7 **M.** In the CO-OP, “self-contained RVs” means that the RV must have a holding tank
8 for fresh water and holding tanks for waste water. Annual State Inspection, if
9 required, is an individual responsibility and not a CO-OP requirement. In no case,
10 will the wheels and tires be removed from the RV, and RVs will not be placed
11 upon foundations. Only RV toilets are allowed in RVs. Electrical connection to
12 the RV must be made via the 30 amperes, or the 50-ampere connection, but not
13 both.
- 14 **N.** Coverings over RVs are not permitted. Any awnings attached to RVs must be
15 retractable. Any skirting added to the RV is considered temporary and will not be
16 considered a part of any Lot Improvement. All RV awnings are not to exceed
17 more than ten (10) feet in width and are not to exceed the length of the RV.
18 Awnings constructed of any material other than standard RV awning materials are
19 not permitted.
- 20 **O.** The storage shed, including the eaves or overhang, the covered porch or covered
21 patio, must be set back at least thirty (30) feet from the front lot line and a
22 minimum of three (3) feet from the rear and side lot lines. No permanent
23 construction can be placed behind the RV parking pad.
- 24 **1.** No truck trailers, truck bodies, camper tops, slide-in campers or RVs will
25 be used on a Membership Lot as a storage shed.
- 26 **2.** The single shed may have up to a maximum floor area of two hundred
27 eighty-eight (288) square feet based on exterior frame dimensions. One
28 (1) covered or screened porch may be built not to extend more than nine
29 and one half (9 1/2) feet from the front of the shed. The maximum height
30 can be twelve (12) feet from the floor surface to the highest point of the
31 roof surface. The longest horizontal dimension shall not exceed twenty-
32 four (24) feet and shall be facing the frontage street. A shed not attached
33 to a slab must be secured by mobile home type anchors.
- 34 **3.** A single approved 20 amperes 120-volt electrical service may be installed
35 to the shed.
- 36 **P.** Sheds will not be used for sleeping, cooking or bathing.
- 37 **Q.** Fences are to be a maximum of four (4) feet in height.
- 38 **R.** A maximum of two thousand (2,000) square feet of ground may be covered,
39 including the original pad. Neither plastic nor any construction can be placed
40 over the leach area between the pad and the Membership Lot line.
- 41 **S.** Any overhead television, radio or short-wave antenna may be a maximum of
42 twenty-five (25) feet from the ground.

- 1 **T.** Any shed material including flooring, interior wall, ceiling, exterior siding, door,
2 windows and roofing that has a greater value and/or longer life than the original
3 material, qualifies as an upgrade material. When an upgrade material is used, the
4 Member is allowed the difference in cost between the original material and the
5 new (upgrade) material at the time of installation, plus one hundred percent (100
6 %) of the material cost for labor. If the upgrade material is installed by a
7 contractor, the total labor cost is allowed.
- 8 **U.** Members replacing original material with the same type of material is considered
9 maintenance because there has been no value added to the improvements.
- 10 **V.** Shed siding must be of standard building materials.
- 11 **W.** If installed, electrical service to the shed must be approved. Wiring for electrical
12 service to the shed is to be placed underground. All wiring must be approved in
13 advance, and is to be inspected and approved by the Lot Improvement Committee
14 before it is covered.
- 15 **X.** Sheds with skids must be built on treated lumber and treated for termites.
- 16 **Y.** All LP gas heaters must have a safety pilot system. An LP shutoff valve is
17 required as part of the installation. LP gas clothes dryers must have a separate LP
18 shutoff valve as a part of the installation. The LP gas clothes dryer must be
19 ventilated to the outside. All propane installations will be inspected by the Lot
20 Improvement Committee and a licensed Texas Railroad Commission Inspector.
21 The Lot Member and the licensed Inspector are required to sign the “Installation
22 Complete” Form.
- 23 **Z.** Only collapsible or retractable clotheslines are permitted on individual lots, and
24 are considered a Lot Improvement item, and must be approved by the Lot
25 Improvement Committee.

26
27 **SECTION 2: MAINTENANCE AND SAFETY**

- 28 **A.** Each Member is required to maintain his own assigned Membership Lot. Grass
29 and weeds must be controlled.
- 30 **B.** All members are responsible for all yard work on their lot, and to maintain any
31 structure on the lot in a structurally sound manner, whether they are at the CO-OP
32 or away. If this work is neglected and has to be done at the expense of the CO-
33 OP, the Members will be billed.
- 34 **C.** Open fires are permitted on the Clubhouse green area and must be continually
35 attended. The use of covered and/or screened fires are permitted.
- 36 **D.** Only materials approved by Management may be burned on Co-Op property.

37
38 **ARTICLE V**
39 **BLUEBONNETS**

1 **APPENDIX A**

2 **VEHICLES CATEGORIES**

3 **RECREATIONAL VEHICLES**

PASSENGER VEHICLES

EXEMPT

4 **Motor Coaches**

Automobiles

Golf Carts

5 Class A

Towed Car

Aids for the Handicapped

6 Class B

Tow/Towed Truck

7 Class C

Pickup w/o a shell

8 Minis

Pickup with a shell

9 Motorized Bus

Non-self-contained Vans

10 Conversions

2-Wheeled Motorized Vehicle

11 3-Wheeled Motorized Vehicle

12 **Trailers:**

12 4-Wheeled Motorized Vehicle

13 Travel

14 5th Wheel

15 Utility

16 Dollies

17
18 **Campers:**

19 Pickup w/Slide in

20

PROPOSAL