



# **Continental Country Club Policy Book**

# POLICY BOOK

## TABLE OF CONTENTS

<u>POLICY #</u>	<u>CATEGORY</u>	<u>SUBJECT</u>
01	RESTAURANT	USE OF CLUB HOUSE FACILITIES <i>(Rental contracts included)</i>
02	REALTY	NEW RESIDENT ORIENTATION
03	BUDGET	BUDGET DEVELOPMENT
04	ADMIN	R.O. PURCHASE PROGRAM
05	ADMIN	BOARD COMMUNICATION
06	SECURITY	EMPLOYEE USE OF AMENITIES
07	ADMIN	INFORMATION COMMUNICATION POLICY
08	ADMIN	RESIDENT CONCERN CONTROL
09	SECURITY	SECURITY GATE REPAIR/REPLACE
10	ADMIN	CODE OF CONDUCT AND ETHICS
11	ADMIN	RO/GOLF TRANSFER FEES
12	ADMIN	EMERGENCY FUND USAGE
13	BIDS	PURCHASING AND CONTRACTING
14	LEGAL	ATTORNEY FEES
15	ADMIN	FIDUCIARY RESPONSIBILITY
16	ADMIN	PERSONAL USE OF CCCRO, INC. PROPERTY
17	BOARD CANDIDATES	EMPLOYEES SERVING ON BOARD
18	ADMIN	REAL ESTATE CLOSING OF PHASE III & CHAMPION LOTS
19	ADMIN	COMMUNITY PLAN LETTER
20	RV AREA	RV/SMALL BOAT STORAGE
21	ADMIN	RECORDS RETENTION
22	ADMIN	EMERGENCY SPENDING POLICY

# POLICY BOOK

## TABLE OF CONTENTS

<u>POLICY #</u>	<u>CATEGORY</u>	<u>SUBJECT</u>
23	ADMIN	TREE REMOVAL
24	ADMIN	PAY ADVANCES
25	ADMIN	BAR CODES
26	ADMIN	EXCEPTION POLICY
27	ADMIN	WRITING OFF BAD DEBT
28	ADMIN	COLLECTION OF UNPAID OPERATION AND MAINTENANCE (OM) ASSESSMENTS
29	ADMIN	COMMUNITY YARD SALE
30	ADMIN	ESTATE SALES
31	ADMIN	INSPECTION/COPYING OF RECORDS
32	ADMIN	-----
33	ADMIN	CLUB HOUSE AREA BEHAVIOR
34	ADMIN	MEMBER PARTICIPATION AT BOARD OF DIRECTORS MEETING
35	ADMIN	ALLIGATOR REMOVAL
36	ADMIN	BALL HAWKING
37	ADMIN	SECURITY
38	ADMIN	PET POLICY
39	ADMIN	FINING POLICY
40	ADMIN	FINANCIAL SCREENING
41	ADMIN	ESTOPELL LETTER
42	ADMIN	PORTABLE STORAGE UNITS
43	ADMIN	BILLIARDS ROOM

# POLICY BOOK

## POLICY 01- CCCRO, INC RESTAURANT AND COMMON AREAS

### Usage of Dining Room, Magnolia Room, Lounge, Patio, Pavilion, Activity Room and Pool Deck

The CCCRO, Inc. Board recognizes the need for a profitable restaurant; however, it is also cognizant of the limited space available for resident use. Therefore, to maximize utilization of the available space, the Board of Directors has adopted the following policy to allow the most reasonable use of the Dining area, Magnolia Room, Lounge, Patio, Pavilion, Activity Room, Pool Deck and other Common areas by the residents and the restaurant management.

#### **Event Scheduling:**

1. The Administration Office shall schedule all events to be held in the Magnolia Room, Activity Room, Pool Deck/Patio areas, the Pavilion and/or other Common Areas.
2. The Restaurant Manager has the exclusive right to schedule all banquets, parties and events that utilize the Restaurant and Lounge areas.
3. A resident requesting the use of the Magnolia Room, Activity Room, Pool Deck/Patio areas, Pavilion and/or other Common areas must contact the Administration Office well in advance of the date requested. The Administration Office will confirm immediately to the requestor the availability of the area requested. The resident may bring in light beverages/food, but no glassware.
4. The Administration Office will resolve all scheduling conflicts as needed. However, once an event has been scheduled, it may not be changed without the consent of the parties involved. In the event a compromise cannot be agreed upon, the matter will be referred to the General Manager for a final decision.
5. Residents may use the Pool Deck/Screen Room when there are no scheduled events by the Administration Office. Residents may bring their own food and beverages, but no glassware. No glass or breakable dishware may be used, including glass bottle beverages. Residents will be responsible for their own cleanup.

# POLICY BOOK

## Continental Country Club Rental Contract - Magnolia Room Outside Sponsored Event

Name of Event: \_\_\_\_\_ Date & Time: \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_ Room set-up: \_\_\_\_\_

**It is the responsibility of the renter to ensure that all of the following conditions are met:**

- \*Renters and vendors cannot use the kitchen or bar areas, softball building or grills.
- \*Outside vendors must provide proof of insurance.
- \*The piano must not be moved.
- \*Tables and chairs are provided by CCC for the Magnolia room only. Tables at the pavilion area must be cleaned and returned to original layout if moved.
- \*All other supplies, i.e. tablecloths, utensils, coffee pots, etc. must be provided by the renter and removed at the conclusion of the event.
- \*All food must be removed at the conclusion of the event.
- \*Put all trash in provided, lined trash cans in the Magnolia Room. Bag trash and Stack bags in corner of the pavilion on the side nearest the parking lot in the Pavilion.
- \*Clean up any spills and debris on floors.
- \*Stack chairs under windows in the Magnolia room.
- \*Remove all decorations.
- \*The bathrooms must be left in the same condition as prior to event.
- \*The Common Area must be left in the same condition as prior to event.

**Rental Fee:** \$200 per day plus tax

**Deposit:** \$50 refunded if no damage done to room and left in previous condition.

**Total Due at signing**

**In the event that damage is done and the cost of the repairs exceeds the \$50 deposit, then it is the responsibility of the renter to pay the additional cost.**

**The General Manager, at his/her discretion, may waive any fees if the event has a clear benefit to the community.**

---

Renters signature

Date

---

Continental Country Club Administration

Date

# POLICY BOOK

## Continental Country Club Rental Contract - Magnolia Room Resident Sponsored Event

Name of Event: \_\_\_\_\_ Date & Time: \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_ Room set-up: \_\_\_\_\_

**It is the responsibility of the renter to ensure that all of the following conditions are met:**

- \*Renters and vendors cannot use the kitchen or bar areas, softball building or grills.
- \*Outside vendors must provide proof of insurance.
- \*The piano must not be moved.
- \*Tables and chairs are provided by CCC for the Magnolia room only. Tables at the pavilion area must be cleaned and returned to original layout if moved.
- \*All other supplies, i.e. tablecloths, utensils, coffee pots, etc. must be provided by the renter and removed at the conclusion of the event.
- \*All food must be removed at the conclusion of the event.
- \*Put all trash in provided, lined trash cans in the Magnolia Room. Bag trash and Stack bags in corner of the pavilion on the side nearest the parking lot in the Pavilion.
- \*Clean up any spills and debris on floors.
- \*Stack chairs under windows in the Magnolia room.
- \*Remove all decorations.
- \*The bathrooms must be left in the same condition as prior to event.
- \*The Common Area must be left in the same condition as prior to event.

**Rental Fee:** There is no fee for a not-for-profit event.

A \$100.00 per day fee plus tax is required if the event is a for-profit event (as determined by the General Manager.)

**Deposit:** \$50 refunded if no damage done to room and left in previous condition.

**Due at signing:** Payment of refundable \$50.00 if non-profit.

Payment of \$100.00 plus tax with \$50.00 refundable if a for-profit event.

**In the event that damage is done and the cost of the repairs exceeds the \$50 deposit, then it is the responsibility of the renter to pay the additional cost.**

---

Renter signature

Date

---

Continental Country Club Administration

Date

# POLICY BOOK

## POLICY 02- CCCRO, INC REAL ESTATE

### New Resident Orientation

Real Estate personnel normally have the first contact with prospective new residents. Therefore, realty personnel should provide potential new residents that information which would influence their decision to purchase a home in Continental Country Club.

1. At the time of contract on any Realty transaction an OM Fee Disclosure containing the OM charges assigned to that particular piece of property along with the option of purchasing an R.O. and/or Charter Golf Share, if available, will be provided and explained to the prospective buyers. There are three (3) of these fact sheets attached: one for “Savoie Case Group” designated lots, one for the Non-Shareholder designated lots, and the third for those lots where a Resident Owned (R.O.) Share has been purchased.
2. The General Manager, or his/her designee, will notify the outside Real Estate Companies by mail explaining the importance of providing prospective buyers in Continental of the facts pertaining to their OM charges and options available through share purchase.
3. As soon as possible, subsequent to a new resident moving into Continental, the General Manager, or his/her designee, will arrange to have a sit-down orientation meeting with them at the Administration office. This orientation meeting will include a reiteration of the OM structures, the availability of RO and Charter Golf Shares and how they affect the OM pertaining to their particular situation. This meeting will be with all new residents regardless of which realty company executes the transaction.
4. A copy of the OM Fee Disclosure presented to and acknowledged by the new resident will be made a part of the resident’s file in the Administration Building.

# POLICY BOOK

## Continental Country Club, R.O., Inc OM Fees

### Savoie Case Group

As a property owner and member in Continental Country Club, you have an Amended and Restated Declaration of Restrictions which is filed on your property that contains, among other things, an agreement of a monthly Maintenance Charge. The Amended and Restated Deed of Restrictions filed on your property was the subject of James S. Savoie et al versus Continental County Club, Inc. This judgment states:

***The Plaintiffs shall only be charged actual and reasonable out-of-pocket expenses for providing Operation and Maintenance expenses. The plaintiffs shall not be charged any increment of profit for the OM expenses. The Maintenance charge shall be subject to adjustments at any time during the term thereof and shall be effective as far as each owner is concerned upon receipt of an invoice containing the new maintenance charge.***

The calculation is made annually for the year ending January 31. A complete explanation and notice is sent out as soon as possible after the end of January and is effective March 1.

Your current fee is \$ \_\_\_\_\_ per month

Being in the “Savoie Case Group” does not entitle you to vote on matters affecting the community, or be eligible to become a “Charter Golf Member”. You may become a voting member by purchasing a share in CCCRO, Inc., which operates and maintains the community. As a shareholder you would be governed by a different category within the Declaration of Restrictions and be subject to different OM parameters, and be eligible to purchase a “Charter Golf” membership if available. If you are interested in becoming a shareholder, please contact CCCRO, Inc’s. Administration Office.

Acknowledgement: \_\_\_\_\_

Date: \_\_\_\_\_

Acknowledgement: \_\_\_\_\_

Date: \_\_\_\_\_



# POLICY BOOK

## Continental Country Club, R.O., Inc OM Fees

### Non-Shareholder

As a property owner and member of Continental Country Club, you have an Amended and Restated Deed of Restrictions which is filed on your property that contains, among other things, an agreement for a monthly Maintenance Charge. The Amended and Restated Deed of Restrictions filed on your property states:

***The monthly Maintenance Charge shall be established at the Market Value for the Operation and Maintenance charge. The Maintenance Charge shall be increased annually based upon either the increase in the Consumer Price Index since the last increase in the Maintenance Charge or five (5%) of the Maintenance in effect at that time, whichever is less.***

Your current fee, effective October 1, \_\_\_\_ is \$ \_\_\_\_\_.

Being in the Non-Shareholder Group does not entitle you to vote on matters affecting the community, or be eligible to become a "Charter Golf" member. You may become a voting member by purchasing a share in CCCRO, Inc., which operates and maintains the community. As a shareholder you would be governed by a different category within the Deed of Restrictions and subject to different OM parameters, and be eligible to purchase a "Charter Golf" membership if available. If you interested in becoming a shareholder, please contact CCCRO, Inc.'s Administration office.

Acknowledgement: \_\_\_\_\_

Date: \_\_\_\_\_

Acknowledgement: \_\_\_\_\_

Date: \_\_\_\_\_

# POLICY BOOK

## Continental Country Club, R.O., Inc OM Fees

### Shareholder

As a Shareholder of Continental Country Club, R.O., Inc., it is your obligation to pay your share of the cost of operation for the company (referred to as OM charges). The Amended and Restated Declaration of Restrictions that is filed on your property states:

*Increases in the OM charges shall be set by the Corporation and governed by and made pursuant to its bylaws, known as the Bylaws of Continental Country Club, R.O., Inc. (The 'bylaws'), as amended from time to time.*

The Bylaws assign this authority to the Board of Directors. The Board of Directors periodically reviews this fee and makes changes, as they deem necessary.

Your current fee is \$ \_\_\_\_\_ per month. The Board of Directors requires that \$ \_\_\_\_\_ of this fee be put into a Restricted Reserve Fund that can only be used for expenditures.

Acknowledgement: \_\_\_\_\_

Date: \_\_\_\_\_

Acknowledgement: \_\_\_\_\_

Date: \_\_\_\_\_

# POLICY BOOK

## POLICY 03- CCCRO, INC BUDGET

### Budget Development

The CCCRO, Inc. Board will adopt and administer the annual financial budget. Consideration will be given in protecting residents' investment and current life style.

#### 1. Preparation

- a. The General Manager and the CCCRO, Inc. Treasurer will assemble and prepare the budget data.
- b. Each department will provide data as requested by the General Manager.
- c. The General Manager will submit the proposed budget to the CCCRO, Inc. Board of Directors no later than the third Monday of November for the current year.

#### 2. Review/Revise and Approve:

- a. The Board will review, revise as appropriate, approve and adopt the budget no later than December 31<sup>st</sup> of the current year.
- b. Reserve funding and any changes in the OM fees must be part of the budget process.

#### 3. Administering:

- a. When capital expenditures cost in excess of \$2,500.00 the General Manager will submit a statement of facts (to include vendor data, price quotations, if available, and repair cost data) to the Board of Directors, at least 5 days prior to the scheduled meeting for discussion.

#### 4. R.O. Shareholder OM Annual Increase

- a. The Board of Directors will fix the amount of the annual OM Charges or any assessments against each Lot in advance of each annual OM charge period based on the budget and the CPI-W (Cola Rate for Seniors). The Board reserves the right to raise the shareholder OM at a higher rate as necessary as noted in the Association documents.

# POLICY BOOK

## POLICY 04- CCCRO, INC ADMINISTRATION

### R.O. Purchase Program

*The purpose of this program is to increase the number of Resident Owners by allowing the purchase of R.O. Shares over time.*

1. The program is open to all non-shareholder residents.
2. The current price (\$4,000.00) of the R.O. share will be charged. No interest will be charged.
3. The payments will be automatic (auto debit).
4. The resident will remain a non-shareholder until the balance is paid in full.
5. The non-shareholder will receive no benefits of the share until the balance is paid in full.
6. The current OM structure of the non-shareholder will remain in effect until the balance is paid in full.
7. Voting rights will not be granted to the non-shareholder until the balance is paid in full.
8. Payments are \$250.00 per month for 16 consecutive months.
9. The R.O. share will not be awarded, and all payments made-to-date will be forfeited in the event of non-payments, partial payment or default.
10. The R.O. share will be attached to the property and cannot be sold individually.
11. In the event of a sale of the property, the amount owed has to be paid in full at closing for the R.O. Certificate to be transferred to the new owner(s).

# POLICY BOOK



## Continental Country Club

### R.O. Purchase Program Agreement

I, \_\_\_\_\_ agree to purchase a Resident Owners Share at the current price of Four Thousand dollars (\$4,000.00).

I agree to pay Continental Country Club Resorts the amount of \$4,000.00 divided into sixteen (16) consecutive monthly payments of two-hundred and fifty dollars (\$250.00).

I agree to sign up for Auto-Debit for the monthly payments.

I understand that should I stop paying or default in any way that all payments made will be forfeited and no portion of the payments(s) will be returned.

I understand that I will not receive the share not any part of share, if the balance is not paid in full.

I understand that the share will be attached to the property and cannot be sold individually.

Property Address: \_\_\_\_\_

\_\_\_\_\_

Property Owner(s): \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

BOD Secretary: \_\_\_\_\_ Date: \_\_\_\_\_

# POLICY BOOK

## POLICY 05- CCCRO, INC ADMINISTRATION

### BOARD OF DIRECTOR COMMUNICATION

The Board of Directors has a responsibility to communicate with outside agencies in the course of normal business. This policy determines official communication guidelines:

- A. Official communication with outside agencies regarding CCCRO, Inc. corporate matters must be communicated by the President or their designee.
  
- B. The General Manager is authorized to communicate with outside agencies in the course of normal business practices within the guidelines of their established job description.
  
- C. Board members who communicate in an official capacity with outside agencies without President/Board approval are subject to being responsible for any costs incurred resulting from said communication.

# POLICY BOOK

## POLICY 06- CCCRO, INC SECURITY

### USE OF CCCRO AMENITIES BY EMPLOYEES/OTHERS

The Board of Directors recognizes the long time practice of allowing employees, at times, to enter our community after working hours to use certain amenities as part of their benefit package. However, after concerns expressed by some residents of some improprieties to this practice, the Board finds it necessary to make a policy as to who has the authority to authorize these practices and which amenities can be used. This official policy is:

- A. Any employee wishing to fish must obtain written permission from their supervisor, (Golf Pro, Golf Course Superintendent or the Maintenance Superintendent) and must submit it to Community Watch when entering Continental Country Club. This privilege is restricted to the “Hidden Lake” area. One guest or family member will be permitted to accompany the employee.
- B. Golf course employees may be allowed to play the golf course when permission is given by their supervisor with the approval of the Golf Pro. This privilege will be restricted to times that will in no way interfere with member play.
- C. The mechanic in the equipment barn will not be allowed to conduct outside business after hours in our facilities. It is permissible for him/her to work on their own vehicles on weekends or after hours with written permission from their supervisor and notification to security.

# POLICY BOOK

## POLICY 07- CCCRO, INC

### ADMINISTRATION

#### INFORMATION COMMUNICATION POLICY

Official Communication from the Board of Directors and CCC Management can be found from the following sources:

Communication Channel	Official Content	Unofficial Content	Frequency	Administered/ Monitored by
The Echo	Yes	Yes	Monthly	Echo Admin
Community Bulletin boards	Yes	Yes	As Needed	Residents/GM/GM Designee
Email Blast	Yes	Yes		GM
CCC Bulletin Board (Facebook)	Yes	Yes	As Needed	GM
TV Channel #732	Yes	Yes	As Needed	Echo Admin
CCC Website www.continentalcountryclub.com	Yes	Yes	As Needed	Website Admin

Information is classified in the following ways:

*Official information* related to the decisions of the Board of Directors and management of the community by CCC Management.

*Unofficial information* related to CCC's social organizations and their events and schedules. This also includes public interest announcements or meeting announcements related to education, travel, health and general advertising.

The publisher or administrator of each of the communication sources will perform and ensure:

#### **The Echo**

1. Determine style and format for all content.
2. Establish deadlines for submission of articles or communication. (20<sup>th</sup> of the month prior to publication)
3. Determine suitable length for articles or communication.
4. Refuse anonymous, offensive or negative content.
5. Establish a fee schedule for advertising.



# POLICY BOOK

## **Community Bulletin Boards**

1. No Commercial advertising.
2. Only Residents can post on the Resident side of the bulletin boards.
3. All material must be dated and signed and placed on a paper or index card no larger than 5"x8".
4. Content will be deemed current for 30 days then removed from Community Bulletin Boards.
5. Residents who post material are responsible for removing it from the Community Bulletin Board.
6. Any content deemed inappropriate or unauthorized will be removed.

## **Community Information Channel #732**

1. No Advertising.
2. CCC Information Only.
3. Only family members or people appointed by family members may request memorials to be put on the information channel.

# POLICY BOOK

## POLICY 08- CCCRO, INC ADMINISTRATION

### COMMUNICATION FORMAT FOR RESIDENT CONCERNS

The Board of Directors desires open communication with the residents. Communication, both verbal and written, is directed to the General Manager by email at [GM@continentalcountryclub.com](mailto:GM@continentalcountryclub.com) or by phone. To profit from residents' responses, there needs to be a method of insuring that communication is funneled into the proper channel for response and ultimate action. To streamline the communication system and make it more meaningful to all concerned, the Board is enacting this policy. Its purpose is to insure that all residents are able to voice their concerns and that closure is attained.

Neither the Board as a whole, nor any individual Board member, will entertain, or consider communications or complaints from residents until they have been first referred to the General Manager. Only in those cases where satisfactory adjustment cannot be made by the General Manager shall communications and complaints be referred to the Board.

#### COMMUNICATION PROCEDURE FOR RESIDENT CONCERNS:

1. Residents who have a complaint or concern shall obtain and complete a "Resident Comment Form" available at the Administration office and direct it to the General Manager for resolution. The form must be signed by the Resident and dated.
2. The General Manager shall reply, in writing, as to the resolution of the stated complaint or concern.
3. The General Manager shall state, in writing, the status if follow-up is needed.
4. If the General Manager cannot resolve the matter, the concern or complaint form shall be referred to the President of the Board of Directors.
5. If the Board President cannot resolve the matter to the resident's satisfaction, the matter shall be referred to the Board of Directors as a whole, utilizing the "Resident Comment Form".
6. To facilitate routing and to maintain confidentiality, the completed form shall be enclosed in an envelope and forwarded to the appropriate office.
7. The General Manager shall maintain a file of all such communication in the Administration office to include pending and closed cases.

# POLICY BOOK

## Continental Country Club

### Resident Comment Form

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

\_\_\_\_\_ AP    \_\_\_\_\_ AR    \_\_\_\_\_ GM    \_\_\_\_\_ BOD

\_\_\_\_\_ HR    \_\_\_\_\_ MAINTENANCE    \_\_\_\_\_ SECURITY

NATURE OF REPORT:

---

---

---

---

---

---

FOLLOW-UP:

---

---

---

---

---

---

Resident contacted by: (circle)    Phone    Letter

Date of follow-up: \_\_\_\_\_

Signature of respondent: \_\_\_\_\_

# **POLICY BOOK**

## **POLICY 09- CCCRO, INC SECURITY**

### **SECURITY GATE REPAIR/REPLACE**

It shall be the policy of the Board of Directors of Continental Country Club R.O., Inc. (CCC) for CCC maintenance staff to repair and/or replace gates damaged and to charge the actual cost of materials and labor per occurrence to any negligent driver. If the damage is caused by a Guest of a Resident of CCC, the Resident shall be responsible for the actual cost of materials and labor.

# POLICY BOOK

## POLICY 10- CCCRO, INC ADMINISTRATION

### “CODE OF CONDUCT AND ETHICS”

#### *Code of Conduct and Ethics Policy for Directors, Officers, Committee Members and Volunteers*

WHEREAS, the authority and responsibility to govern the operations of Continental Country Club R. O. Inc. (hereinafter referred to as the "Association") has been delegated to its Board of Directors by its REVIVED DECLARATION OF RESTRICTIONS FOR CONTINENTAL COUNTRY CLUB (hereinafter referred to as the “Declaration”), the RESTATED ARTICLES OF INCORPORATION OF CONTINENTAL COUNTRY CLUB R.O., INC. (hereinafter referred to as the “Articles of Incorporation”) and the CONTINENTAL COUNTRY CLUB R.O., INC. Restated and Amended Bylaws (hereinafter referred to as the “Bylaws”), all as amended from time to time (hereinafter sometimes referred to collectively as the "Governing Documents"); and

WHEREAS, in accordance with the Governing Documents, the Board of Directors of the Association (hereinafter sometimes referred to as the "Board") is responsible for: (1) appointing officers and committee members and (2) selecting and/or accepting volunteers; and

WHEREAS, the Board, as part and parcel to its rights, power and authority, should have the right to set a standard of behavior for the Association, its Directors, its Officers, its committee members and its volunteers (hereinafter sometimes collectively referred to as “Association Personnel”), which the Board believes to be in the best interests of the Association; and

WHEREAS, the words used in this Continental Country Club R.O., Inc., Code of Conduct and Ethics Policy for Directors, Officers, Committee Members and Volunteers (hereinafter referred to as the "Code of Conduct and Ethics") shall be given their normal and commonly understood definitions, except that capitalized terms shall have the meaning which is set forth in the Governing Documents, unless otherwise defined herein or the context of this Code of Conduct and Ethics indicates otherwise.

NOW, THEREFORE, BE IT RESOLVED THAT the Board hereby adopts the following Code of Conduct and Ethics, which shall address standards of behavior, ethical rules and procedures that are to be applicable to all Association Personnel:

1. Directors, Officers, committee members and volunteers of the Association shall abide by this Code of Conduct and Ethics, as well as the Governing Documents of the Association, including but not limited to the Association’s Declaration, Articles of Incorporation and Bylaws, as well as, any Board adopted rules, regulations and policies, all as may be amended from time to time and shall ensure that they remain in good standing with the Association at all times.
2. Association Personnel shall, with respect to all Association related activities and matters, obey all applicable federal, state and local laws and regulations, and, subject to the advice of legal counsel, fully cooperate and/or cause the Association to fully cooperate as necessary to uphold the law.
3. Association Personnel shall, at all times, exercise due diligence and make reasonable efforts: (i) with respect to all Association related activities and matters; and (ii) to protect the property of the Members (i.e., Unit Owner) and the Association against reasonably foreseeable contingencies and losses.

# POLICY BOOK

4. Association Personnel shall, consistent with the generally accepted duties of their office(s), competently manage the Association, and in particular the Common Area(s), with due regard for the rights, responsibilities, benefits, safety and health of residents of Continental Country Club and others lawfully on the Common Area(s).
5. Association Personnel shall conduct the business affairs of the Association in good faith and with honesty, integrity, due diligence, and reasonable competence.
6. Association Personnel shall endeavor to reasonably address, as applicable, the needs of the Association's Members and residents of Continental Country Club, with respect to all Association related activities and matters, in a responsible, respectful, and professional manner.
7. Association Personnel shall maintain a professional level of courtesy, respect, and objectivity in all Association related activities and matters.
8. Association Personnel shall exercise proper authority and reasonable business judgment in their dealings with Vendors, Directors, Officers, committee members and volunteers of the Association, as well as, the Members of the Association and residents of Continental Country Club.
9. Directors, Officers, committee members and volunteers of the Association shall not provide or attempt to provide to the Association specialized professional services concerning matters that are outside each such individual's field of competence.
10. Association Personnel shall seek to protect and enhance the property value of the owners, including maintaining and supporting the unique character of Continental Country Club.
11. No Director, Officer, committee member or volunteer of the Association shall interfere with the system of management established for the Association by the Board.
12. Association Personnel shall promote collaboration, cooperation, and partnership among themselves, Association Members and residents of Continental Country Club.
13. Association Personnel shall respect the diversity of opinions found among Association Members, Directors, Officers, committee members and volunteers of the Association, as well as residents of Continental Country Club.
14. Discussions and the language used by Association Personnel in all Association related activities and matters, as well as at Board and committee meetings shall be kept professional, and personal attacks of any nature are prohibited. Of course, it is anticipated that the Association Personnel will often have differing opinions on topics. The Association Personnel shall act respectfully, including with respect to sharing their opinions and hearing differing perspectives. Accordingly, Association Personnel shall refrain from making personal attacks on the behavior, character, or capability of other Association Personnel, Association Members and residents of Continental Country Club.
15. Association Personnel shall not receive compensation or special consideration for their service to the Association in their role as Association Personnel.
16. Association Personnel shall not engage in any outside activities which will directly or indirectly adversely affect the Association.

# POLICY BOOK

17. Association Personnel shall not disparage the Association, the Board, individual Board Members, individual Officers and/or other Association Personnel regarding any of their positions, decisions and/or opinions.

18. Except as otherwise provided by law, or to fulfil one's fiduciary duty or otherwise fulfill one's obligations and duties to the Association, Association Personnel shall not engage in conduct and/or disseminate information designed to discredit and/or which would reasonably have the effect of discrediting the Association, its Officers, its Board Members or other Association Personnel.

19. Association Personnel shall not, on behalf of the Association, be parties to any plan or agreement which appears to discriminate against a person or persons based on race, color, national origin, age, religion, disability, sex, gender identity, sexual orientation, pregnancy, genetic information, marital status, or disability.

20. Association Personnel shall not engage-in or facilitate any discriminatory or harassing behavior directed towards:

- A. the Association's staff, Members, Officers, Directors, meeting attendees, suppliers or contractors;
- B. residents of Continental Country Club, and
- C. other individuals in the context of activities and/or matters relating to the Association.

21. Association Personnel shall not knowingly or recklessly make false or misleading statements about the Association, its Board, its Directors, its Officers, its committee members, its volunteers and/or its Members nor against residents of Continental Country Club.

22. Association personnel shall not engage in any actions, whether written or spoken, which would defame the Association, its Board, any other Association Personnel or resident of Continental Country Club. Such actions are prohibited as they are not consistent with the best interests of the Association.

23. Association Personnel shall not harass, threaten, or attempt through any means to control or instill fear of bodily harm in any other Association Personnel, resident(s) of Continental Country Club, the owner(s), Association contractor(s) or Association service-provider(s).

24. Association Personnel shall not engage in any conduct or activity that is: (i) inconsistent with the Association's best interests, (ii) which disrupts and/or impairs the Association's operation(s), and/or (iii) disrupts and/or impairs the Association, its Board and/or its individual Officers or Directors relationship with any person or entity with which the Association has or proposes to have a relationship.

25. Association Personnel shall not seek to have a contract implemented which has not been: (1) duly approved by the Board, or (2) properly delegated by the Board for approval by another individual, committee, or group of individuals, and then subsequently and duly approved by that individual, committee, or group of individuals in accordance with that authority as delegated by the Board.

26. For the protection of all parties, Association Personnel shall assure, whenever possible, that Association contracts and/or agreements shall be in writing and shall be in clear and understandable language, expressing the specific terms, conditions, obligations and commitments of all the parties involved in such contract or agreement.

27. Association Personnel shall not interfere with the Association's contractors in implementing the performance of their contracts with the Association.

# POLICY BOOK

28. Association Personnel shall not use any information provided by the Association or acquired as a result of his or her service to the Association in any manner other than in furtherance of the policies and goals of the Association or of his or her duties to the Association.

29. Association Personnel shall preserve the confidentiality of all attorney-client-privileged meetings, other confidential deliberations and communications, as well as any and all other confidential information. Accordingly, except as otherwise required by law, no Association Personnel shall share, copy, reproduce, transmit, divulge or otherwise disclose any confidential or attorney-client privileged information related to the affairs of the Association.

30. Except as otherwise required by law, Association Personnel shall not knowingly reveal confidential information of the Members or residents of Continental Country Club, and shall not use confidential information of the Members or residents of Continental Country Club to the disadvantage of the Association, the Association Members or the residents of Continental Country Club.

31. Association Personnel shall not inappropriately use or misuse Association property or resources, and Association Personnel shall, at all times, keep the Association's property reasonably secure and not allow any unauthorized and/or inappropriate person(s) to have or use such property.

32. Association Personnel shall fully disclose, to the appropriate parties, at the earliest opportunity, information and/or facts that may reasonably be of significance to the Board or a committee and especially if same may impact a decision-of the Association.

33. Association Personnel shall promptly disclose to the Association (as they arise) any conflict of interest he or she may have and recuse himself or herself from voting on any issues in which he or she has a conflict of interest, as well as, refrain from commenting on the subject matter thereof.

A "conflict of interest" can occur when an individual's personal interest interferes, or even appears to interfere, with the interests of the Association. A conflict of interest can, if not would, arise when an individual takes action(s) or has interest(s) that may make it difficult to perform his or her Association work fairly, objectively and effectively. Conflicts of interest also arise when an Association Director, Officer, committee member or volunteer, or a member of his or her family, receives improper personal benefits as a result of his or her position of service to the Association. "Family" includes a person's spouse, parents, children, siblings, mothers-in-law and fathers-in-law, sons and daughters-in-law, brothers and sisters-in-law, and anyone who shares such person's home.

34. Association Personnel shall fully disclose to the Board, at the earliest opportunity, information that may result in a perceived conflict of interest.

35. Association Personnel shall not recommend or suggest to the Association the use or services or products of another organization or business entity in which they have a direct and/or indirect interest, without disclosing such interest at the time of the recommendation or suggestion.

36. No Director, Officer, committee member or volunteer of the Association shall willingly misrepresent facts to the Association Members or residents of Continental Country Club for the purpose of influencing and /or advancing such individual's or entity's personal cause.

37. Association Personnel shall not use his/her position for any private gain, other than for compensation for services or products rendered, or to be rendered, as agreed to, in writing, by the Association. Any such compensation shall not be in conflict with any other provisions of this Code of Conduct and Ethics.



# POLICY BOOK

38. Association Personnel shall not accept any form of remuneration from Association contractors, vendors, or suppliers as a result of such Association Personnel's position and/or affiliation with the Association.

39. Directors, Officers, committee members and volunteers of the Association shall not accept any remuneration and/or compensation (in any form) for services performed for the Association, except for Board approved expense reimbursements and/or for goods and/or services contracted for/by the Association after first fulfilling all of the requirements herein.

40. Association Personnel shall not accept a gift or favor: (1) which is made with the intent of influencing a decision or action on any Association matter, (2) that would be illegal for the Association and/or Association Personnel or result in a violation of the law, (3) that is part of an agreement or arrangement to do anything, with respect to the Association, in return for the gift, (4) as a result of such individuals' affiliation with the Association, that has a value beyond what is normal and customary, (5) that is being made to influence the individual's actions, with respect to the Association matters, or (6) that could create the appearance of impropriety or a conflict of interest.

41. Association Personnel shall not accept any commission, rebate, remuneration or profit as a result of expenditures or activities made for or on behalf of the Association. When recommending services or products, Association Personnel shall disclose to the Association any known financial benefits or fees that he or she may derive from such activities.

42. No Association Personnel shall solicit or accept, directly or indirectly, any gifts, gratuity, favor, entertainment, loan, or any other items of monetary value from a person who is seeking to obtain contractual or other business or financial relations with the Association.

Violations of the foregoing provisions may expose the Association and the individuals involved to lawsuits and possible criminal action. Association Personnel who violate this policy are subject to appropriate disciplinary action, including, as appropriate:

- censure,
- request for resignation from the Board,
- removal as an Officer, committee member and/or volunteer,
- recall of a Board Member, and
- legal proceedings including for injunctive relief.

This Code of Conduct and Ethics is approved and ratified this \_\_\_\_\_ day of \_\_\_\_\_, 2024 at a Board Meeting, where a quorum of the Board was present, and shall become effective immediately.

\_\_\_\_\_  
President, Continental Country Club R.O., Inc.

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Secretary, Continental Country Club R.O., Inc.

\_\_\_\_\_  
(Print Name)

# **POLICY BOOK**

## **BOARD MEMBER AND/OR OFFICER**

### **Joinder, Consent and Agreement to Abide by the Continental Country Club R.O., Inc. Code of Conduct and Ethics Policy for Directors, Officers, Committee Members and Volunteers**

I, as a Board Member and/or Officer, hereby execute and agree to abide by each and every provision of the Code of Conduct and Ethics.

\_\_\_\_\_  
Association Board Member and/or Officer (signature)

\_\_\_\_\_  
(Print Name)

# **POLICY BOOK**

## **COMMITTEE MEMBER**

### **Joinder, Consent and Agreement to Abide by the Continental Country Club R.O., Inc. Code of Conduct and Ethics Policy for Directors, Officers, Committee Members and Volunteers**

I, as a Association Committee Member, hereby execute and agree to abide by each and every provision of the Code of Conduct and Ethics.

\_\_\_\_\_  
Association Board Member and/or Officer (signature)

\_\_\_\_\_  
(Print Name)

# **POLICY BOOK**

## **VOLUNTEER**

**Joinder, Consent and Agreement to Abide by the Continental Country Club R.O., Inc.  
Code of Conduct and Ethics Policy for Directors, Officers, Committee Members and  
Volunteers**

I, as a volunteer of the Association, hereby execute and agree to abide by each and every provision of the Code of Conduct and Ethics.

\_\_\_\_\_  
Association Board Member and/or Officer (signature)

\_\_\_\_\_  
(Print Name)

# **POLICY BOOK**

## **POLICY 11- CCCRO, INC ADMINISTRATION**

### **RO/GOLF SHARE TRANSFER FEES**

CCCRO, Inc. will charge a \$50.00 transfer fee to the “buyer” of a home or a person purchasing a share from another resident.

# **POLICY BOOK**

## **POLICY 12 - CCCRO, INC ADMINISTRATION**

### **EMERGENCY FUND USAGE**

The Emergency Fund was approved and funded in July of 2019 by the Board of Directors by moving \$200,000.00 from the Development Fund to the newly created Emergency Fund.

The ongoing funding is provided by depositing \$2,000.00 monthly, beginning 01/01/2020 into the fund until such a time as the fund reaches \$250,000 or other amount recommended by the Treasurer. When the fund reaches \$250,000, the amount over \$250,000 will be transferred to the Reserves, Development Fund, or another fund based on approval of the Board.

The intent is to have an emergency fund that can be used in the event of a hurricane, tornado, flood, fire, or other disaster that does significant damage to Continental Country Club.

Its use should be confined to rectify significant damage to the common grounds, roads, amenities, and/or resident's property, subject to the provisions and restrictions outlined below. Significant damage is defined as damage that would require at least \$10,000.00 in capital to rectify.

It cannot be used for damage that is caused by neglect or otherwise normal wear and tear. It cannot be used to make improvements.

The use of funds is subject to Board Approval and Community Financial Guidelines defined throughout the Association Governing Documents..

Residents should carry insurance to protect their property. However, the board can designate money from the Emergency Fund to help alleviate the situation in a timely manner. Such expenses can include but are not limited to, removing debris, cutting and removing fallen trees, water removal or other items that are deemed by the Board to be necessary to restore the community.

# POLICY BOOK

## POLICY 13- CCCRO, INC BIDS

### PURCHASING AND CONTRACTING

The Board of Directors has a fiduciary responsibility to get the best value in the goods and services for which we issue purchase orders or contracts. The primary way this can be accomplished is through competitive bidding. Not all items can or need to be acquired through competitive bidding and judgment needs to be applied.

There are some areas where competitive bids cannot be obtained:

1. Not enough suppliers in the area who can provide the goods or services needed.
2. Low cost items where the supplier will not provide written quotations. Price comparisons can be obtained by telephone.
3. Replacement items where it is necessary to go back to the original supplier.

CCCRO, Inc. will use competitive bidding to seek the best value in the goods and services for which it issues purchase orders or contracts whose value is \$50,000.00 or more. CCCRO, Inc. will obtain at least three competitive, sealed bids returned to the General Manager in sealed envelopes and opened at the same time. Copies of the bids will be kept in the purchasing files as backup to the purchase order or contract.

The bidding/purchasing/contacting process will include the following steps to assure optimum results.

1. Bidders List – If CCCRO, Inc. is in doubt about the qualifications of any of the potential bidders, a qualification form, furnished by CCCRO, will be required to determine a supplier's/contractor's financial status and work experience. A bid list can include former suppliers known to CCCRO and other qualified vendors.
2. Bid Package – So that all bidders use the same information to prepare bids, CCCRO, Inc. will supply written descriptions of the scope of work, drawings, specifications, start and completion dates, and other information that could affect estimates. Pre-bid tours of the construction site may be helpful.
3. Bid Openings – At least three persons will be present at bid openings which may be open to bidders at the option of the General Manager. At least one of those present must be a Board member. As bids are read, the General Manager will prepare a summary of bids for review by the CCCRO Board.

# POLICY BOOK

4. Contracts – CCCRO will issue either a purchase order or a contract prepared to CCCRO format. If a supplier prefers to use a standard contract, its term and conditions should be carefully reviewed for acceptability and long term impact on CCCRO operations.
5. Insurance – No work will be started until we have received certification that the contractor carries liability and workers’ compensation insurance.

We shall respect the confidentiality of each bidder and not disclose the contents of bids to other bidders or to “shop bids”.



# **POLICY BOOK**

## **POLICY 14- CCCRO, INC LEGAL**

### **ATTORNEY FEES**

In no case where legal fees/expenses will be charged to CCCRO, Inc., and/or its subsidiaries, will any Board member, the General Manager or any Board established committee member contact an attorney or seek legal advice/information, without the advance approval of the Board President or in his/her absence the Vice President.

This does not preclude, the Board of Directors while in session, to order procedures for involvement (or non-involvement) in legal situations.

# **POLICY BOOK**

## **POLICY 15- CCCRO, INC ADMINISTRATION**

### **Fiduciary Responsibility**

Effective March 1, 2020, the ADMINISTRATION POLICY is in effect:

The fiduciary responsibility of the Board of Directors is established by the Florida Statutes and by extension, tracks to all CCCRO, Inc. management. Beyond that, it is more a promise and guarantee to our resident owners.

Wage/benefit controls, even beyond budgets, is very important. The General Manager is part of these controls under the direction of the Board of Directors.

Effective immediately:

The General Manager can give hourly and non-exempt workers, three types of raises. They are Cost-of-Living (CPI) raises, Merit Raises, and Promotional Raises.

1. CPI Raises can be given once per year and cannot exceed the current CPI.
2. Merit Raises can be given 90 days after employment, and at other times as warranted by the employee's performance and deemed appropriate by the General Manager. Merit Raises cannot exceed 8% per year without approval by the Board of Directors.
3. Promotional Raises can be given any time of the year that the employee changes to a new position or takes on added responsibilities and is deemed appropriate by the General Manager. Promotional Raises cannot exceed 15%.
4. Employee's raises cannot exceed 20% total in any given year.

The General Manager can give managers, professional, and exempt workers the three types of raises outlined above with the following restrictions:

1. They cannot exceed the amount budgeted for salaries without the approval of the Board of Directors.
2. They cannot exceed 8%.

# POLICY BOOK

Wage freezes designated by the Board of Directors, apply to all employees except where there are wage or salary guarantees in written contracts. During the freeze, the General Manager cannot give any raises for any amounts without approval by the Board of Directors.

In the event that these policies jeopardize the retention of an employee, the General Manager should discuss the concern with the Board of Directors.

It is obvious that any benefit, change in benefit levels, and/or incentive programs have multiple years impact to the budget. Therefore, the General Manager cannot provide any benefit, change any benefit level, nor offer or change any incentive program without the approval of the Board of Directors.

# **POLICY BOOK**

## **POLICY 16- CCCRO, INC ADMINISTRATION**

### **PERSONAL USE OF CCCRO, INC. PROPERTY**

The use of CCCRO, Inc. property for personal use can subject CCCRO, Inc. to liabilities risking cost of operation and insurance coverage. Also, inventory control becomes more difficult and wear/tear is increased.

Vehicles, equipment, tools, material, furniture and similar CCCRO, Inc. property are not to be used or taken for personal reasons by CCCRO, Inc. employees or other workers without the advance approval of the Board of Directors. No managers are to give such approvals although requests may be relayed through the General Manager.

While residents/owners have the opportunity to use many of the above items as amenities in the common areas of CCCRO, Inc. taking of the same for use in resident locations is not permitted without the Board of Directors approval as listed in paragraph two.

Any authorizations by the Board of Director to allow use of referenced items in paragraph two should be limited and with due consideration to risks and benefits to CCCRO, Inc.

CCCRO, Inc., must ascertain our coverage of personal use and any resulting injury under our liability insurance policy. Our liability insurance may restrict any authorization for use of CCCRO, Inc. property by even the Board of Directors.

A list should be made and maintained of the exceptions and authorizations so that such use may be authorized or terminated. It may be possible to give blanket approval for special repetitive uses.

# **POLICY BOOK**

## **POLICY 17- CCCRO, INC BOARD CANDIDATES**

### **EMPLOYEES SERVING ON THE BOARD**

CCCRO, Inc. employees or persons leased to or having a contractual association and their spouses, who might otherwise be eligible to serve on the Board of Directors, are not eligible to serve on the Board of Directors. However, such employees/persons or their spouses may run for the Board of Directors providing, if elected, they immediately resign from the paid positions listed in the preceding sentence.

# POLICY BOOK

## POLICY 18- CCCRO, INC ADMINISTRATION

### REAL ESTATE CLOSING OF PHASE III & CHAMPION LOTS

The CCC R.O., Inc. Declaration of Restrictions defines all Timber Estates Phase III Lots, including the Golf Course Lots (Champion Lots), as requiring Mandatory Membership. In effect, it prevents the owner from selling or transferring the share without also transferring the lot. They must both go together. Since the lot is Real Estate, and the share is intangible, a special procedure must be followed in closing these properties.

1. In the case where a sales contract has already been drawn up and the price for the lot includes the price of the share, the sales contract can be modified, separating the two with the price of each stated separately.
2. If this is unsatisfactory, then the items can be listed separately on the closing statement with the price of each placed next to the item identified.
3. In the case of a new contract, the contract should be written up with the price of the lot separate from the price of the share or shares.
4. At the time of the lot closing, a share transfer form should be written up, and a copy given to the buyer. The original should be given to the Administrative Personnel so the necessary share can be issued, signed and sealed.

# **POLICY BOOK**

## **POLICY 19- CCCRO, INC ADMINISTRATION**

### **FAIR HOUSING COMMUNITY PLAN**

Letter dated October 28, 2002 sent to all Lot Owners, Other Occupants and Renters, and Real Estate Agents.

Continental Country Club, R.O. Inc., issued amended and restated Declarations of Restrictions effective October 2, 2002, which supplant and replace all prior Declarations reference any lot except to the assessment and payment rates for certain operation and maintenance charges which by reason of prior court decisions and contractual relationships are not uniform throughout CCCR.O., Inc. These amended and restated declarations have been filed with the Sumter County Clerk of Circuit Court.

Also, effective September 27, 2002 and filed in Sumter County Court, CCCR.O., Inc., has asserted in its Community Fair Housing Act Community Plan, as well as in the amended and restated Declaration of Restriction of the first paragraph, that is a community intended and to be operated as housing for older persons.

One of the important purposes of the above documents is to ensure the proper use, development and improvement of each lot and to protect owners of lots against any uses which might depreciate the value of a lot.

All lots shall be held, conveyed, transferred and sold subject to the above mentioned documents. CCCRO, Inc. or any lot owner may bring action at law or in equity to enforce compliance with these documents.

CCCRO, Inc. also reserves the right to make reasonable rules and regulations for the maintenance, operation, use possession and enjoyment of the property. Note the following procedures:

1. The owner of a lot has the primary responsibility to make basic disclosures to a prospective buyer prior to closing, as well as any renter whose occupancy exceeds thirty days.
2. All Real Estate agents, prior to closing, have a secondary responsibility to ascertain that the lot owner communicates sale/rental information to buyer or renter consistent with CCCRO, Inc.'s documents and rules and regulations.

# POLICY BOOK

3. Further, those listed in numbers 1 and 2 above must notify CCCRO, Inc. administration personnel (General Manager, Controller, or Office Secretary) prior to any closing (or renting) that such prospective transaction is planned. This is to be logged and dated.
4. No sale, sublease, assignment, or rental shall occur without the prior written approval of the Board of Directors or its designated agent.
5. All those listed in numbers 1 and 2 above authorize CCCRO, Inc. to make age check and background screening or verification of person looking to buy or rent as well as other same home occupants. This could include criminal background screening or other information in public records.
6. All those listed in numbers 1 and 2 above authorize CCCRO, Inc. to require reliable documentation to insure compliance with our Declaration of Restrictions, Fair Housing Community Plan, Rules and Regulations and the expediting of background screening. Documentation includes, as necessary, driver's license, or other photographic identification, birth certificate, passport, immigration card, military identification or other state, national or international official documents.
7. Screening fees up to \$100.00 per sale or rental transaction may be assessed to the buyer or renter by CCCRO, Inc.
8. CCCRO, Inc. isn't under any obligation to approve occupancy of any person whose occupancy either as an individual or with others would be inconsistent with the Declaration of Restrictions, Community Fair Housing Plan, and other relevant documents.

CCCRO, Inc. is entitled to screen prospective buyers, renters, and other occupants and to prevent a sale or rental transaction even if legal action is required to do so.

This notice is provided in order to prevent any surprises and allow good decisions for all interested parties. We anticipate that these procedures will enhance the quality of life in our community.

The following individuals then signed the letter: Raye Guardado, President; Phil Bauer, Vice President; Russ Nero, Secretary; Howard Schlegel, Treasurer; Jean Knolle, Golf Board Chair; Carl Ross, Board Member; Russ Main, Board Member, Judy Thompson, Board Member; Tod Egger, Board Member; Bobby Hunt, General Manager; and Priscilla Stonehouse, Controller.



# POLICY BOOK

## POLICY 20- CCCRO, INC LARGE MOBILE UNIT STORAGE AREA (LMUS) SMALL BOAT STORAGE

The purpose of the Large Mobile Unit Storage area (LMUS) is to provide a storage area for the following units too large to store in a resident's garage or carport as listed below on a priority and space available basis:

1. Motor homes
2. Travel and 5<sup>th</sup> wheel trailers
3. Boat trailers with/without boat
4. Pop-Up campers
5. Cargo/utility trailers
6. Trucks with 5<sup>th</sup> wheel trailers attached

**ATTENTION: NO PRIVATELY OWNED VEHICLES (POV) ALLOWED** – i.e. cars, pickup trucks, motorcycles.

Due to limited space, residents are not guaranteed a space, but the LMUS Committee will make every effort to provide:

1. One (1) appropriate space per initial request from a single resident home; two individuals with different names living in the same home are eligible only for a single space.
2. A second space will be filled only on space available basis.
3. A third space request will be assigned only on space availability for a limited time.
4. When a space of appropriate size is not available for a particular size or kind of unit, the requesting resident's name will be put on the LMUS Committee's waiting list by category.

The control of the area is the responsibility of the Resident-User Committee:

1. The CCC Board of Directors has assigned the LMUS Committee the responsibility to operate and control the LMUS area in accordance with the LMUS charter.
2. Users must abide by the LMUS areas "Rules and Regulations" (See Exhibit A).
3. When necessary, the LMUS Committee may request assistance from CCC Security and/or the General Manager to enforce the Rules and Regulations.

Storage Conditions are the responsibility of the mobile unit's owner:

1. All units must be capable of moving. (See Rules and Regulations)
2. All motorized units and trailers must be legally registered and have current license plates attached.
3. Each user must read and agree to abide by this policy and all related Rules and Regulations when signing the "Space Application Form".

# POLICY BOOK

- Neither Continental Country Club R.O. Inc., nor the LMUS Committee will be responsible for any damage done to persons or any vehicle while in the storage area. It is the responsibility of the unit's owner to have proper applicable insurance.

Effective July 22, 2019, all rental spaces in the LMUS will be for either 6 months or 12 months.

## Fees are as follows:

- 1 - 6 months = \$60.00
- 7 - 12 months = \$100.00
- 1 year = \$25.00 (small boat rack)

If renting for 6 months the renter will not be guaranteed a spot for their next rental request.

## Refunds:

If for any reason you permanently remove your item from your space, you will be eligible to receive a refund for any remaining paid-up full months.

## Key policy:

- A \$5.00 refundable fee will be charged for a key
- A \$5.00 refundable fee will be charged for a replacement key

Spaces in the LMUS lot are reserved for occupants of CCC, owner/occupants will be given priority over renters.

Because LMUS users downsize and upsize their motor homes, trailers and boats frequently, the RV Committee reserves the right to relocate tenants based on size to accommodate all of our residents at any time. Failure to do so will result in a violation and they could lose their privilege to use the LMUS.

The renter will be allowed to park/store up to two units in the slot that is assigned to them providing the units fit within the designated space/slot allowed. This rule would include motor homes that have a car dolly (motor home and car dolly is considered one unit).

Spaces cannot be sublet to another person, nor can you allow someone to use your space while you are away. Each space is assigned by the Administration Office to that person and unit that was registered. If you replace or change the unit stored, it must be registered at the Administration Office prior to parking it in that space.

If a resident has a complaint it must be put in writing and filed with the LMUS Committee Chairman. If satisfaction is not acquired after Committee consideration, the offended resident may request the Chairman send the complaint via the "Board Liaison" to the Board of Directors for resolution.

# POLICY BOOK

## RULES AND REGULATIONS OF LMUS AREA

Each resident placing a unit in the Large Mobile Unit Storage Area (LMUS) must adhere to the following “Rules and Regulations” approved by the Continental Country Club R.O. Inc., Board of Directors on June 25, 2018.

1. Every unit must be registered with the LMUS Committee and the Continental Country Club Administration office, with owner required to provide: (a) proof of ownership, (b) the unit is operable for going on the road, and (c) last name posted by the spot number and (d) owner contact information, address and phone number.
2. The Administration Office will provide a barcode sticker for each unit in the RV Park that must be attached to the unit for identification purposes. The user is responsible for maintaining their barcode. If a second barcode is requested for the same unit twice, within a fiscal year the barcode was issued, the user may be charged the replacement cost of the barcode. Any unit not having a barcode maybe removed from the LMUS area.
3. Any unit failing to meet the requirements of these Rules and Regulations will be subject to removal. If the owner of the unit has provided contact information as required by these Rules, the owner will be mailed notification of the violation and given twenty (20) days from the date of mailing to remove the unit, or otherwise correct the violation. If contact and ownership information has not been provided as required, no such notification will be required. If the violation is not remedied, Continental Country Club R.O., Inc. may take any and all actions available pursuant to Florida law, including without limitation causing the unit to be towed.
4. A temporary covering, such as a tarpaulin, may be used by a unit owner, if approved by the LMUS Committee, kept in good repair, and does not encroach on any other space. Permanent coverings ARE NOT PERMITTED.
5. Each unit will be kept in its assigned place and within the allocated space. A space user DOES NOT have the right to move or remove someone else’s property without permission. Likewise, no one may modify the space assigned or change spaces without the Committee’s approval.
6. Each unit is required to have last name posted on a sign under the designated lot numbers. (Signs can be provided through the wood workshop, donations accepted). Any space left vacant for 6 months will be eligible for reassignment UNLESS the user notifies the Committee of an extended absence.
7. When a user “replaces” the original unit, a new “Application for Space” must be completed and filed with the Committee for the new unit. This requirement provides the Committee information necessary to update records and review space assignments for any necessary space changes.
8. If you sell your property and are no longer a homeowner, your item(s) must be removed from the RV park no later than the day you sign your closing paperwork.
9. Major mechanical or body work cannot be performed in the storage area. Minor work, such as changing a battery or polishing the unit is permitted.
10. The user is responsible for keeping the assigned space clean and in order. This includes doing any weeding that cannot be done by the lawn crew, i.e. under the unit, close to the tires, on the fence.

# POLICY BOOK

11. The area is dry storage only, and no water is permitted to be dumped, nor waste or fuel from any tanks.
12. No one can live in a unit while in storage.
13. The use of generators is limited to “need” to run for maintenance.
14. All propane tanks must be shut off to satisfy fire prevention requirements.
15. Except for vehicle fuel in a vehicle’s tank and propane in the proper tanks, hazardous or flammable material may not be stored in any unit.
16. Any damage, vandalism or theft of equipment while stored in the LMUS area must be reported immediately to the Continental Country Club Administration office, a member of LMUS Committee and Security; if necessary, a police report shall be filled out.
17. All easily removable valuables should be removed from unit to reduce attractiveness of the unit’s contents (i.e. GPS, expensive TV’s and/or electronic devices).
18. Owners may want to etch their driver’s license number or a notable registered number on all portable equipment to aid in identification in case of theft.
19. The LMUS Committee will perform periodic inspections of the area, a user will have twenty (20) calendar days to correct any deviations following the Committee’s formal notification of same. Serious infractions may require faster or immediate action, i.e. improper parking of registered OR unregistered units or that is impeding the proper use of the storage area by other users.
20. The Committee has the right to recommend a future change to this policy to the Board of Directors for their approval.

# POLICY BOOK

## CONTINENTAL COUNTRY CLUB RV STORAGE SITE APPLICATION

DATE: \_\_\_\_\_

SITE NUMBER: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

ALTERNATE ADDRESS: \_\_\_\_\_

ALTERNATE PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

Description of property to be stored:


Make/Model	Tag #	State	Length

By your signature you acknowledge that you will not share your key with anyone else. If you lose your key please contact the Administration Office immediately.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

# POLICY BOOK

## POLICY 21- CCCRO, INC ADMINISTRATION

### RECORD RETENTION

This policy is based on guidance from the Corporation's CPA, Florida Statutes, Declaration of Restrictions and Bylaws. Current records are maintained by the Corporate Officers. Long term record storage is maintained at the Corporation's office.

The procedures that pertain to this policy SHALL be followed for record retention and destruction.

The use of SHALL, SHOULD or MAY are defined as follows:

SHALL denotes a "requirement"

SHOULD denotes a "recommendation"

MAY denotes an option

The most restrictive retention requirements SHALL be followed.

The following records SHALL be deemed as lifetime records:

Articles of Incorporation

Declaration of Restriction

Deeds of property and other property records

Plots, maps, blueprints, plans, layouts, etc.

By-Laws (current as amended)

Policies and Procedures

Board Meeting Minutes (Annual, Special and Monthly)

Records of important payments (Tax Returns, Property Purchase, Leases)

General Ledgers (or equivalent) consisting of:

Annual year-end financial statements with year-end balance

Year-end general journal entries

The following records shall be maintained per Florida Statutes:

General ledgers (or equivalent) consisting of:

Annual year-end financial statements with year-end balance

Year-end general journal entries

Yearly records of payables and receivables (including uncollected receivables)

Yearly records of checks issued

Bank statements

Check-canceled (except for those to be kept lifetime)

# POLICY BOOK

## RECORD RETENTION PROCEDURE DESTRUCTION OF RECORDS

This procedure is necessary to comply with legal requirements.

Records SHALL not be destroyed until after retention schedule period has expired AND proper signatures are recorded.

1. Review Record Retention schedule to ensure compliance.
2. List Records with Month/Day/Year on the Records Destruction form.
3. The following Approval signatures SHALL be:
  - R.O. Board President or Designee
  - R.O. Board Secretary or Designee
  - General Manager
4. When signed/dated Records Destruction form has been received:
  - Review each carton to ensure that the records it contains correspond Destroy.
5. When Records are destroyed SIGN and DATE Records Destruction form.
6. File completed Records Destruction form in location provided.





# **POLICY BOOK**

## **POLICY 22- CCCRO, INC ADMINISTRATION**

### **EMERGENCY SPENDING POLICY**

This policy applies to purchases and/or repairs that are deemed critical and cannot wait for approval at the next scheduled CCCRO, Inc. Board of Director's meeting. The funding source will be presented for ratification at the next RO Board Meeting.

1. The General Manager is authorized to approve expenses up to \$5000 per occurrence without approval from the Board of Directors.
2. Expenses up to \$15,000.00 shall require approval by five (5) members of the Board of Directors.
3. Expenses in excess of \$15,000.00 shall require prior approval of the Board of Directors.

# **POLICY BOOK**

## **POLICY 23- CCCRO, INC ADMINISTRATION**

### **TREE REMOVAL**

The CCCRO, Inc. Board recognizes that, from time to time, a resident may call requesting that a tree or tree limb, on Continental Country Club R.O., Inc.'s property, which leans over or overhangs an adjacent property, be removed because it is considered to be a nuisance or because it poses a dangerous situation. In the event of such a request, the following policy will prevail:

1. The General Manager or his/her designee will meet with the resident to review and assess the situation.
2. If the tree or overhanging tree limb is deemed healthy and the concern is that it is a nuisance, the resident may be given written permission to cut down the tree or overhanging limb at the resident's expense, based on the decisions of the General Manager or his/her designee.
3. If the tree or overhanging tree limb, on Continental's property, is deemed diseased or poses a dangerous condition, the General Manager or his/her designee will authorize the tree or overhanging limb to be cut down at CCCRO, Inc.'s expense.
4. The General Manager or his/her designee shall review each of the recommendations or requests to determine which course of action should be taken.
5. All tree debris cut by an outside contractor must be removed from Continental Country Club at the expense of the lot owner.

# **POLICY BOOK**

## **POLICY 24 - CCCRO, INC**

### **ADMINISTRATION**

#### **PAY ADVANCES**

The purpose of this policy is to state the Company's position regarding employee pay advances.

Neither pay advances nor loans will be granted to employees. This policy supersedes any previous practices or policies.

# POLICY BOOK

## POLICY 25 - CCCRO, INC

### ADMINISTRATION

#### AUTOMATED ENTRY SYSTEMS

The purpose of this policy is to establish the instructions for issuing Bar Code stickers and abuse/violation enforcement of the automated entry systems.

#### RESIDENTS:

1. Residents shall have vehicle registration and driver's license at the time of request.
  - a. An Administrative employee shall make one copy of the vehicle registration and driver's license.
  - b. Resident shall fill out the Bar Code Sticker Registration.
  - c. An Administrative employee shall affix the bar code sticker on the passenger-side window of the vehicle, no more than 15 feet from the front bumper.

#### RENTERS:

1. Renters shall rent a minimum of 1 year (12 months) in order to purchase a bar code sticker.
2. Renters shall pay a fee determined by Management (Service fees are available at the Administration office) for the bar code sticker.
3. Renters shall have vehicle registration, driver's license and copy of the lease.
  - a. An Administrative employee shall make one copy of the vehicles registration and driver's license.
  - b. An Administrative employee and Renter shall fill out the Bar Code Sticker Registration.
  - c. An Administrative employee shall note the end of the lease date.
  - d. An Administrative employee shall affix the bar code sticker on the passenger-side window of the vehicle, no more than 15 feet from the front bumper.
4. An Administrative employee shall use the end date of the rental lease to deactivate the bar code.
5. Repeat renters shall pay the current bar code fee to reactivate the bar code sticker and must have a copy of the new lease.
  - a. An Administrative employee shall verify the copy of the vehicle registration and driver's license.

# POLICY BOOK

- b. An Administrative employee and renter shall fill out the Bar Code Sticker Registration.
- c. An Administrative employee shall note the end of lease date for deactivation.

## **Abuse/Violation Enforcement**

The automated systems used by the residents, renters and guests make it convenient to enter the community. In the event the systems are abused, management reserves the right to suspend the privilege of automated entry. Access to the community would still be available by checking in at the Community Watch Building as stated in Florida Statue 720.305. Outstanding violations and Operations & Maintenance fees may also result in a suspension of using the systems. Guests may have to be registered daily by the Owner/Occupant that is on file with the Administration Office until the matter at hand is resolved.

Examples of abuse that would lead to suspension of privileges:

- Allowing an individual or party to enter the community and roam the neighborhood in a threatening or suspicious manner.
- Allowing an underage individual or party to exceed the guest policy.
- Not registering Renters with the Administration Office.
- Allowing disturbing activity in the community.
- Sharing of handheld barcode devices.

# POLICY BOOK

## POLICY 26 - CCCRO, INC

### ADMINISTRATION

#### EXCEPTION/INSPECTION POLICY

From time to time the Board of Directors grants exceptions to our Declarations of Restrictions, Bylaws, and Rules and Regulations.

Effective immediately, these exceptions are granted *only* to the current owner of the property. Before the ownership of the property can be changed, the property must conform to the current governing documents. This includes all types of ownership transfer including but not limited to, sales, gifts, inheritance, probate, marriage, and court order.

This applies to exceptions that were submitted and approved by the Board of Directors and exceptions that were granted by omission.

When considering a transfer of ownership, you must request a *compliance letter* from the Administration Office. The seller will be required to sign a “Compliance Inspection Agreement” to acknowledge they understand the items that will be inspected. An inspection of your property will then be scheduled and all exceptions that need to be reversed will be noted. This does not apply to anything inside the home. Noted exceptions, such as free-standing sheds and home maintenance neglect will have to be corrected and the property re-inspected before the transfer will be approved. The property owner is responsible for the costs associated with bringing the property into compliance, including obtaining any and all Sumter County permits that may be required, unless the Buyer agrees in writing to correct the exception and obtain the permits within 60 days of purchase. Such agreements must be signed by both the Seller and the Buyer and submitted prior to the sale being approved. Furthermore, if the Buyer accepts responsibility to bring the property into compliance, prior to closing, the Buyer will deposit \$1,000.00 with Continental Country Club R.O., Inc. until the work is completed, at which time, Continental will refund the money provided the work is completed satisfactorily. If the work is not completed within 60 days of purchase, Continental may use the money deposited by the Buyer to do the work. Continental has the right to require funds in excess of \$1,000.00 if Management estimates the cost to be greater.

Continental Country Club Resort Inc. is not responsible for any costs associated with bringing the property into compliance.

# POLICY BOOK

Exceptions that are exempt from this policy include those exceptions that were granted for setback exceptions on the main structure (home, screen room, attached garage, attached carport), which will remain in effect until such structure is removed. Other exceptions may be exempted from time to time as granted by the Board of Directors.

A Compliance Inspection is valid for a period of 4 months. Beyond 4 months a re-inspection would be required.

# POLICY BOOK

## **Compliance Inspection Agreement Continental Country Club, R O Inc. (Policy #26)**

I, \_\_\_\_\_ of \_\_\_\_\_,  
*Property Owner* *Address*

hereby acknowledge that I have received and read a copy of Continental Country Club's **Policy #26 – Exception/Inspection Policy**.

I further acknowledge the following:

- I understand what is and what is not allowed on my property as per the Association documents.
- I understand that any home maintenance neglect will need to be corrected as per Rules and Regulations – item #2.
- All Continental Country Club's legal documents are available on CCC's website for my review and to answer any questions I may have:
  - Declaration of Restrictions
  - Articles of Incorporation
  - By laws
  - Rules and Regulations
  - Policies
- I understand it may be necessary for the inspector to enter the property grounds for the inspection to be completed.

*Note: copies of the governing documents are available at the administration office.*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*



# POLICY BOOK

## POLICY 27 - CCCRO, INC

### ADMINISTRATION

#### WRITING OFF BAD DEBT

The CCCRO Board recognizes the need to adopt and administer a policy to write off bad debt. The expense to collect small amounts generally exceeds the amount of the debt.

1. The maximum limit that can automatically be written off as bad debt is five dollars (\$5.00).
2. In December of each year Accounts Receivable will be reviewed:
  - a. On December 31, accounts receivable owners of whose past due amounts are less than \$5.00 and the amounts have been owed to CCCRO for more than 12 months will be written off to bad debt.
  - b. The accounts receivable of current or former owners who's account is between \$5.00 and \$25.00 will be reviewed by the Treasurer and one other CCCRO Officer for a determination of further action. Any cumulative amount over \$500.00 must be reviewed by the full Board.
3. Amounts owed by CCCRO to any owner which are less than \$5.00 and have been on the books for more than 12 months will be written off. (Owners have been previously notified regarding the amount of overpayment).

# **POLICY BOOK**

## **POLICY 28 - CCCRO, INC**

### **ADMINISTRATION**

#### **COLLECTION OF UNPAID OM/ASSESSMENTS**

Each lot owner is liable for all operation and maintenance charges and any assessments which are due while he/she is the owner of the lot.

Each lot owner or grantee whether singularly or jointly as owners shall be liable for all unpaid operation and maintenance charges and assessments due and payable up to the time of a voluntary conveyance of the lot/property.

Abandonment of the lot/property shall not exempt the owner(s) of the liability for operation and maintenance charges and/or assessments during the time of ownership.

Waiver of the use of enjoyment of any of the common elements shall not negate or nullify the liability of the owner for the operation and maintenance charges and/or assessments incurred during the time of ownership.

OM charges, assessments and any installments on them must be paid within 15 days after the date they are due. If the amount is not paid within the prescribed time, the current rate of interest allowed by Florida Statutes will be incurred and added to the past due amount.

Interest accrues as of the due date. Any money received shall be applied in the following manner:

1. Interest due
2. Any costs and reasonable attorney fees incurred in the collection
3. The delinquent assessment

On the 15th day of the delinquency, a letter will be sent to the owner which will include the following information:

- Name of owner(s)
- Mailing address, if different from the property address
- Address of the property
- Date of delinquency
- Past due amount(s) by category
- Applicable interest due

# POLICY BOOK

- Date payment is due-payment must be received not later than 30 days from the date of the letter
- Remittance address
- The letter is sent via regular mail.
- A copy of the letter is kept for the owner's file.

The letter is sent Return-Receipt Requested. Copies of the letter are for the owner's file and sent to the Attorney.

Unless you notify this office in writing within 30 days of receiving this Notice that you dispute the validity of this debt or any portion thereof, we will assume that this debt is valid.

If you notify this office in writing within 30 days of receiving this Notice, we will forward another statement or verification of the debt to you. This does not extend the due date of the payment. This is an attempt to collect a debt and any information obtained will be used for that purpose.

**If payment is received:** The account is cleared. Interest and past due amounts are credited accordingly.

**If payment is not received:** The account is sent to our Attorney for further action.

Our attorney has been directed to proceed with appropriate action, which shall include the filing of a Claim of Lien and may include foreclosure of the lien. Once referred to our attorney, substantial cost and attorney's fees will be incurred which must be paid by you to satisfy the debt and cause the lien to be released. Additionally, once referred, all further communication must be directed to the attorney. This office will not be able to provide you with any information regarding payoffs or lien satisfaction subsequent to the date the file is referred to the attorney.

**THE DEMANDS FOR PAYMENT IN THIS LETTER DOES NOT REDUCE YOUR RIGHT TO DISPUTE THIS DEBT, OR ANY PORTION THEREOF, AND/OR TO REQUEST VERIFICATION WITHIN THE PERIOD AS SET FORTH ABOVE.**

# **POLICY BOOK**

## **POLICY 29 - CCCRO, INC**

### **ADMINISTRATION**

#### **COMMUNITY YARD SALE**

The CCCRO Board of Directors in response to residents requests, establishes the parameters for a community yard sale. Dates are chosen in order not to interfere with other community events.

Owners/residents may setup their items for the yard sale in their driveways or under their carports one day prior to the sale date. All items must be removed by the end of the day, one day after the sale date.

Each owner/resident will be responsible for his/her own wares and sales.

The yard sales will be held twice a year for one (1) day each with the dates to be determined or at the discretion of the Board.

The sales will be open to the public.

The hours for the yard sales will be 8 a.m. to 3 p.m.

Coordination of the sale shall be done through the Administration Office:

- Those who will participate in the sale shall notify the Office at least one week prior to the sale.
- An Administration employee will highlight the house address on a community map and make copies of such.
- Community Watch shall pass out copies of the map to visitors.
- A rover will check the community to ensure that all visitors have left by 3 p.m.

# **POLICY BOOK**

## **POLICY 30 - CCCRO, INC**

### **ADMINISTRATION**

#### **ESTATE SALES**

The Board of Directors establishes the following criteria regarding the holding of an estate sale either by a professional, homeowner's family or trust.

All estate sales will be held on a Saturday and/or Sunday. Hours for the sale cannot begin before 8 a.m. and must end no later than 3 p.m.

The Administration Office must be notified at least one week in advance of the sale. Approval will be given as long as the estate sale will not interfere with any other activity planned for that time.

It is the responsibility of those holding the estate sale to post directional signs, alert neighbors of the sale, monitor traffic and parking, and remove all signs.

(See Rules & Regulations #28. ESTATE SALES)

# POLICY BOOK

## POLICY 31 - CCCRO, INC

### ADMINISTRATION

#### REQUEST FOR INSPECTION AND COPYING OF RECORDS

Any member desiring to inspect and/or copy records of Continental Country Club, R.O., Inc. (hereafter referred to as the “Corporation”) may do so by following the procedures set forth below.

Requests must be made in written form, specifically describing the records being requested. The writing should be directed to the General Manager or his/her designee. The request must be made at the Administration Office during normal business hours. The member will be notified within ten (10) business days **after** receipt of the request at the telephone number shown on the request as to the time and place that the records will be available.

Copies of records will be available to members at a cost of \$.25 per copy, up to twenty-five (25) pages. If records exceed twenty-five (25) pages, it will be necessary for the Corporation to have copies made by an outside vendor, and the actual cost of copying will be passed on to the requesting member.

If requested records are to be made available for inspection only, it will be necessary for the Corporation to have an employee present during the inspection, and an hourly rate, equal to the current minimum wage may be charged to the requesting member.

# POLICY BOOK

## Request for Inspection and Copying of Records

I, \_\_\_\_\_ request to view the following official records:

\_\_\_\_\_  
\_\_\_\_\_  
(Specifically describe the records being requested)

Request Date: \_\_\_\_\_ Time Requested: \_\_\_\_\_ A.M./P.M. Due Date: \_\_\_\_\_

- This request is to inspect the above records. (circle) Yes No
- This request is to copy the above records. (circle) Yes No
- This request is to inspect and to copy the above records. (circle) Yes No

To copy:

Total number of pages \_\_\_\_\_ @ \$.25 per page = Total Cost \$ \_\_\_\_\_

To inspect:

Total hours \_\_\_\_\_ @ current minimum wage/hour \$ \_\_\_\_\_ = Total Cost \$ \_\_\_\_\_  
Inspection Start Time: \_\_\_\_\_ Inspection End Time: \_\_\_\_\_

Admin Fee for Preparation:

If your request is for information not presently maintained in a specific record, an Administrative Fee may be required to compile the information and a deposit will be required before the work is commenced.

Signature: \_\_\_\_\_ Phone #: \_\_\_\_\_

Per Florida Statute 720.303 (5), official records must be open and available for inspection and photocopying within ten (10) business days **after** the receipt of a written request for access. The Administration Office will notify you at the telephone number shown on the request as to the time and place that the requested records will be made available for inspection and/or copying.

Records received on: \_\_\_\_\_  
(Date)

By: \_\_\_\_\_  
(Resident Signature)

Paid: \$ \_\_\_\_\_

Received by: \_\_\_\_\_  
(CCC Employee Name)

# **POLICY BOOK**

**POLICY 32 - CCCRO, INC**

**ADMINISTRATION**

**BLANK**



# **POLICY BOOK**

## **POLICY 33 - CCCRO, INC**

### **ADMINISTRATION**

#### **CLUBHOUSE AREA BEHAVIOR**

Purpose: To establish guidelines of behavior for residents and guests in the Club House area, this includes the Restaurant, Lounge, Screen Porches and Magnolia Room.

Residents and guests must conduct themselves properly when in the Club House area of Continental Country Club.

The following are types of behavior that will not be tolerated in the Club House area:

1. Intentional damage to property
2. Verbal abuse of residents, guests or employees
3. Physical abuse of any kind (sheriff may be called)
4. Intentional failure to pay for services
5. Failure to adhere to CCCRO governing documents

Aside from this Policy the lounge staff has the right to refuse service to anyone for cause.

Immediate removal from the Club House area by the F&B (Food & Beverage) Manager can be made for any of the above items.

Any of the above named items may lead to a 30 day suspension from the Club House area by the F&B Manager after a written report is made by the F&B Manager to the General Manager. Upon General Manager's agreement the suspension can take place.

A second offense could warrant a 60 day suspension from the Club House area.

A further offense could warrant a one year suspension from the Club House area.

# **POLICY BOOK**

## **POLICY 34 - CCCRO, INC**

### **ADMINISTRATION**

#### **MEMBER PARTICIPATION AT BOARD OF DIRECTORS MEETING**

Purpose: To establish the procedure for Resident Owners in good standing to comment (3 minutes maximum per person) on agenda items at the Board of Directors meeting per our governing documents.

Governing Documents (the then current versions): Florida Statutes 617,720.303(2) (b) and 720.306(6), CCCRO Inc Bylaws and Robert's Rules of Order.

The Chair of the Board shall be responsible for acknowledging Residents Owners desiring to speak on designated items unless he/she refers to another Member of the Board of Directors or the General Manager.

It is to the Board's discretion to follow the less formal Robert's Rules of Order for Small Baords.

# **POLICY BOOK**

## **POLICY 35 - CCCRO, INC**

### **ADMINISTRATION**

#### **ALLIGATOR REMOVAL**

No resident may call a trapper or other outside person or company to remove an alligator from the Community.

Florida Fish and Wildlife Conservation Commission Nuisance Alligator Harvest Permit #550.

Removal requests must be approved by the General Manager upon written request from a resident. The General Manager will notify the Florida Fish and Wildlife Conservation Commission for the need to remove an alligator from the Community.

In addition the Board of Directors will be notified if the Florida Fish and Wildlife Conservation Commission are requested to be called.

See conditions and provisions of Permit #550 attached.

# POLICY BOOK

## Florida Fish and Wildlife Conservation Commission Nuisance Alligator Harvest Permit (68A-25.003, F.A.C.)

**Date/Time:** 9/14/2023, 1:39 PM **County:** Sumter **Permit Number:** IN-0000636901

**Complainant:** Continental Country Club **Home Phone #:**

**Address:** 50 Continental Boulevard, Wildwood, FL, 34785

**Cell #:**

**Work #:**

**Email:** gm@continentalcountryclub.com **Other #:** (352) 748-0100

**Community/Subdivision:** Continental Country Club **Note:**

**Area Type:** Targeted Harvest Area (THA)

**Body of Water:** **Water Source:** Pond

**Water Ownership:** Private **Property Ownership:** OTHER

**Date Last Seen:** **Access Granted:** Yes

**Estimated Size:** 4 - 12 feet **Authorizes Removal:** Yes

**Threat to people?:** Yes **Complaint Affiliation:** Managing Authority

**Threat to pets or property?:** Yes **Managing Authority:**

**Been fed?:** Unknown **Phone:**

**Instructions / Details:** The targeted harvest area is in effect subject to the attached conditions and provisions and boundaries.

**Received By:** Haley Moore

**Valid Permit:** Yes **Date Issued:** 09/14/2023 **Permit Expires:** 09/14/2028

This permit authorizes Nuisance Alligator Trapper: **Jimmy Douglas, Jr.** to take **25** Alligator(s) at **4 - 12** feet

in length as outlined by 68A-25.003, Florida Administrative Code.

**Permit Conditions:** Conditions and Provisions and Map(s) attached page 2.

**Additional Conditions:**

**Approving Signature:** Brooke Talley

**Removal of all equipment is required upon closure or expiration of permit**

PERMIT NO. 636901

# POLICY BOOK

## CONDITIONS AND PROVISIONS

1. This permit, complete with all conditions and maps, shall be in the possession of the Trapper or Designated Agent during the take of alligators under this permit.
2. Alligators shall only be removed at the request and direction of the following designated personnel for **CONTINENTAL COUNTRY CLUB** (352-748-0100, office):
  - a. General Manager (352-748-9230, office) ([gm@continentalcountryclub.com](mailto:gm@continentalcountryclub.com)) or designees
3. You should not be servicing the targeted harvest area unless contacted.
4. You must contact one of the listed CONTINENTAL COUNTRY CLUB personnel prior to working any Nuisance Alligator Harvest Permit received from SNAP that falls within this area.
5. No alligators shall be harvested from Lake Okahumpka except for the canal bordering the gazebo area and homes.
6. This permit shall be revoked or reassigned should the Contracted Nuisance Alligator Trapper under contract with the Florida Fish and Wildlife Conservation Commission resigns or upon the contract expiring or being terminated.
7. The permit may be rescinded at any time by request of CONTINENTAL COUNTRY CLUB property management via phone (866-392-4286) or email ([snap@myfwc.com](mailto:snap@myfwc.com)) to SNAP.

# **POLICY BOOK**

## **POLICY 36 - CCCRO, INC**

### **ADMINISTRATION**

#### **NO BALL HAWKING**

There shall be no ball hawking in any of the grounds, ponds or lakes on the golf course. Ball hawking is prohibited by everyone at all times, except for locating your own golf ball during a round of golf.

(See Rules & Regulations #29. BALL HAWKING)

# **POLICY BOOK**

## **POLICY 37 - CCCRO, INC**

### **SECURITY**

#### **SECURITY GATE REPAIR/REPLACE**

It shall be the policy of the Board of Directors of Continental Country Club R.O., Inc. for CCC maintenance staff to repair and/or replace gates damaged and to charge the actual cost of materials and labor per occurrence to any negligent driver. If the damage is caused by a Guest of a resident of CCC, the resident shall be responsible for the actual cost of materials and labor.

# POLICY BOOK

## POLICY 38 - CCCRO, INC

### ADMINISTRATION

#### PET POLICY

Only common domestic animals are allowed to be kept as pets. These include, but are not limited to, cats, dogs, fish, and birds and reptiles that are commonly sold in large retail stores or breeders or obtained from animal shelters.

Dogs, cats, and other four-legged animals are limited to 2 per household, including all rescued, fostered, and boarded animals.

If a household has 2 or more support/service animals as allowed by Federal/State law, no other four-legged animals are allowed at the residence. If a household has one support/service animal, one other four-legged animal will be allowed at the residence.

Enforcement of the above limitation will begin January 1, 2023 and will be in force thereafter. Pet owners that currently exceed this limitation may register their pets with the administration office if they wish to establish their claim of these specific pets being grandfathered. Owners will need to provide simple identification information for each pet (e.g., dog/cat/other, name, breed, age, weight, color, tag #). Pets over the 2-per-household limit may not be replaced upon death or removal.

Farm animals of any kind are prohibited. These include, but are not limited to, cows, goats, pigs, sheep, chickens, and horses.

No dangerous animals may be kept as pets. The Board of Directors has the right to contact Sumter County Animal Services (SCAS) to request pets deemed dangerous to be permanently removed from the property. SCAS will make the determination of whether or not the pet is dangerous.

No wild animals can be kept as pets. These include, but are not limited to, raccoons, deer, wolves, bears, squirrels, and rabbits.

Approval by the Board of Directors to keep a certain animal does not supersede any county ordinance.

All pets must meet Sumter County restrictions, rules, and guidelines. All dogs, cats, and/or ferrets four months of age or older in Sumter County must be licensed and vaccinated against rabies and any other diseases that can spread to dogs, cats, other animals, and in some cases, humans. Licenses are free but violations are subject to fines (currently \$50).

Commercial breeding of pets or animals within Continental Country Club is prohibited.

Owners are responsible for the actions of their pets, both on and off the owner's property. Sumter County requires that all pets must be leashed when not on the owner's property.

Pets are not allowed on the golf course or in any community-owned buildings or at the pool unless required by law.

Pets must be kept off other residents' property without the residents' written permission.

A resident or guest may not have more than 3 dogs at the Dog Park at one time.

Owners must clean up after their pets throughout the community, including the Dog Park.



# POLICY BOOK

Failure to adhere to this policy can result in fines and/or suspensions of common area, amenity and/or recreational facility use rights.

NOTE: Residents may report violations of this policy to the CCC administration office. However, requests for assistance with nuisance pets or unsafe situations should be made directly to the Sumter County Sheriff's Office Non-emergency number (352-569-1600) or the Sumter County Animal Services (352-689-4400).

# POLICY BOOK

## POLICY 39 - CCCRO, INC

### ADMINISTRATION

#### FINING POLICY

##### **Purpose**

This policy is intended to provide information on how Continental Country Club Resident Owner Inc. will address approved policy violation through the authorized fining provisions that are stated in the governing documents FS 617.2102, FS 720.305 and Bylaws of Continental Country Club – Article XIII – Section 1 – Paragraph (a).

This policy shall define the process of the Continental Country Club Board of Directors and the appointed Fining Committee to levy fines for the violation of governing document provisions that have been appropriately approved by the resident owner membership and the Continental Board of Directors.

##### **Fining Committee**

A Fining Committee is a Board appointed committee consisting of at least three Resident Owner (RO) shareholders that are in good standing. The members of the Fining Committee are non-paid, volunteers that cannot be officers, directors, employees of the Association or the spouse, parent, child, brother or sister of an officer, director or employee. The role of the Fining Committee is limited to determining whether to confirm or reject a fine or suspension levied by the Board.

The Fining Committee is appointed by the Board of Directors at one of the regular Board Meetings.

##### **Notice of Intent to Fine**

The Association must provide at least 14 days written notice by mail or hand delivery to the parcel owner of the intent to fine for a violation. The notice must include an opportunity for a hearing before the Fining Committee. If the parcel owner does not request a hearing with the Fining Committee before the 14 days expire then the fine will be considered valid.

##### **Fining Notice**

The Association shall provide a fining notice by mail or hand delivery to the parcel owner that will outline the details of the validated fine which must be paid within 5 days.

##### **Payment of Fines**

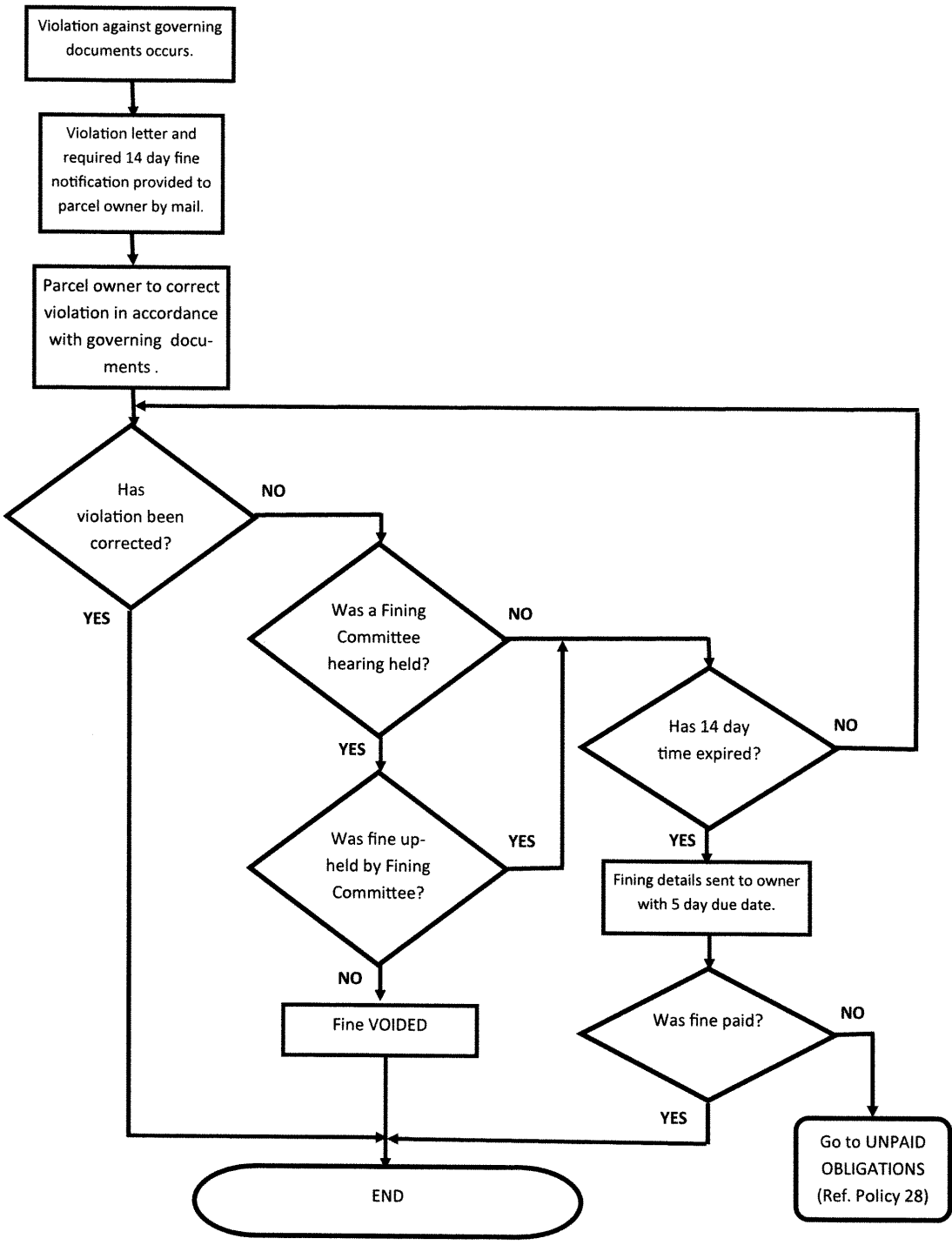
Validated fines are to be paid to Continental Country Club within 5 days of being levied.

##### **Flowchart**

See next page for graphical representation of the Fining process from time a violation is identified to the time when a validated fine must be paid.

# POLICY BOOK

Proposed Fining Process—Process Flowchart



# **POLICY BOOK**

## **POLICY 40 – CCCRO, INC.**

### **ADMINISTRATION FINANCIAL SCREENING**

The ability to look at financial screening is bound by several laws, including the Fair Credit Reporting Act.

It is non-discriminatory and applied evenly to all potential purchasers.

If the purchaser is denied, that person will receive all federally required disclosures telling where the information was obtained, how the decision was made and how any errors on their credit reports can be fixed.

Effective March 1, 2020 the FINANCIAL SCREENING POLICY is in effect:

Anyone wishing to purchase a home in Continental Country Club Resorts must have a minimum credit score of 700. All potential owners listed on the Deed must have a 700 credit score.

The General Manager has the discretion to approve common sense decisions. This flexibility will avoid the need for special Board meetings to deal with day to day issues regarding this matter.

If a buyer has passed a Continental Country Club credit check within a 12 month period, another credit check is not required if additional properties are purchased; or  
If a property owner is current with OM payments and has no late payments for a 36 month period, a credit check is not required to purchase additional properties.

Credit score for LLC's: Require a 700 credit score for the registered agent(s) and/or members listed on the Articles of Organization.

Credit score for Corporations: Require an 82 credit score.

Credit score is calculated based on FICO® Score 8 model, unless otherwise noted.

Purchasers must submit the pertinent personal information (usually first and last names, current address, and social security number) to CCC and agree to allow them to conduct a credit check before the purchase can be approved.

# **POLICY BOOK**

## **POLICY 40 – CCCRO, INC.**

### **ADMINISTRATION FINANCIAL SCREENING**

Fees must be paid at the time of the request for this service:

- \$40.00 - per person
- \$79.00 - Corporations

# POLICY BOOK

## POLICY 41 – CCCRO, INC

### ADMINISTRATION

#### Estoppel Letters

An Estoppel letter is typically issued to facilitate a closing by providing a snapshot of the fees/assessments that the current owner of a property may owe to Continental Country Club R.O., Inc., as well as the existence of any violations related to the property, that owner, and/or any occupant of that property. However, any owner and/or lender can request Continental Country Club R.O., Inc. to issue an Estoppel letter at any time.

As per Section 720.30851 of the Florida Statutes, as amended from time to time, within 10 business days after receiving a written or electronic request for an Estoppel letter, Continental Country Club R.O., Inc. will issue the Estoppel letter with the information required to be disclosed by Section 720.30851 of the Florida Statutes.

In Florida, buyers are jointly and severally liable with the previous owner for fees/assessments owed to Continental Country Club R.O., Inc.

Seller's responsibility for Estoppel letter fees:

- Non-delinquent accounts – basic fee.....\$ 150.00
- Delinquent accounts – additional fee.....\$ 150.00
- Expedited Estoppel letter – additional fee.....\$ 100.00

Notwithstanding anything to the contrary, any arrangement between the Seller(s) and the Buyer(s) with respect to payment of the above-identified Estoppel letter fees is solely between those parties, and Continental Country Club R.O., Inc. will not require any proof that one party paid certain Estoppel letter fees versus another party paying.

Expired Estoppel letter:

If the 30 day time period has expired from when an Estoppel letter for a property was issued, an additional fee of \$50.00 will be charged and is to be collected for a subsequent Estoppel letter requested for the same property.

# **POLICY BOOK**

## **POLICY 42 – CCCRO, INC**

### **ADMINISTRATION**

#### **Portable Storage Units**

Portable storage units are welcome into the community for the following needs:

1. In the event you are moving into the community
2. In the event you are moving out of the community
3. If you are remodeling your home

The following rules apply:

1. You must seek approval from the Administration Office before placing a portable storage unit at your home.
2. Portable storage units are allowed for a maximum of 30 days once placed.
3. Portable storage units are allowed twice per calendar year at the same address.

# POLICY BOOK

## POLICY 43 – CCCRO, INC.

### ADMINISTRATION BILLIARDS ROOM

The Billiards Room is available to residents in good standing and their guests (except during scheduled league matches). Key access to the entry door lock and one set of pool balls will be checked out to a resident by providing the resident's driver's license at the Front Entry Gate to Community Watch personnel. The driver's license will be returned to the resident when the room key and pool balls are returned to Community Watch upon completion of play. Standard rules of billiards etiquette apply except as noted below.

1. Please keep open containers at least 2 feet away from the tables. No glassware or glass bottles are allowed. Beverages in container with sealable lids are encouraged.
2. Children under the age of 18 must be accompanied by a resident while using the Billiards Room.
3. Sitting on the pool tables or side rails is not permitted. This includes setting drinks or other items on pool tables or side rails. Setting cue chalk on the side rails is permitted.
4. Residents are responsible for their own clean up:
  - Brush tables to remove lint.
  - Replace table covers.
  - Return house cues to cue racks.
  - Place all trash in trash receptacles.
  - Bathrooms must be returned to the same condition as prior to use of the Billiards Room.

*Note: Violations will be evaluated on a case-by-case basis and may result in suspension, loss of privileges or fines levied in accordance with CCRO, Inc. Fining Policy.*