

## FORWARD

Middle Straits Lake cottage owners were concerned with seasonal protection of their property when they formed the Twin Beach Protection Association in 1928. Gradually, the cottages were remodeled for year-round use, new homes were constructed, seasonal protection was no longer an issue and in 1936 the Twin Beach Protection Association lay dormant. Eight area residents recognized a need for a revitalized organization to promote wholesome and attractive residential conditions, and in 1953 they formed the Twin Beach Civic Association (TBCA), Inc. The Association purchased beach property in 1959 and two dock lots in 1969 so that recreational and waterfront facilities could be offered to all members. Since its inception, the TBCA has remained active in a growing community. TCBA is dedicated to promoting a welcoming and inclusive community environment where everybody is treated respectfully and diversity is appreciated. Harassment or discrimination in any form will not be tolerated. No member or guest shall be expected to exhibit or tolerate behaviors that demonstrate disrespect in any form based on race, religion, color, age, sex, national origin, disability, sexual orientation or veteran status.



## **Twin Beach Civic Association Constitution and By – Laws’**

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# **Twin Beach Civic Association, Inc**

## **Constitution**

### **Article 1**

#### **Name**

The name shall be Twin Beach Civic Association, Inc., a Non-Profit Michigan corporation.

### **Article 2**

#### **Purpose**

#### **Section 1.**

The purpose shall be to promote wholesome and attractive residential conditions.

#### **Section 2.**

The purpose shall be to acquire, own and manage recreational and waterfront facilities.

#### **Section 3.**

The purpose shall be to inform members of current community affairs.

### **Article 3**

#### **Membership**

#### **Section 1.**

The owner of, or purchaser upon land contract of any lot lying within the following areas shall be eligible for Unlimited membership:

- a. Twin Beach Golf and Country Club, a subdivision of part of the South ½ of Section 18, Town 2 North, Range 9 East, West Bloomfield Township, Oakland County, Michigan, according to the plat thereof as recorded in Liber 43, Plats, page 16, Oakland County Records.
- b. Blocks 1-19, inclusive, and 24-27, inclusive of Twin Beach Country Club, a subdivision of part of West ½ of Section 17, Town 2, North, Range 9 East, and part of the West ½ of the Northwest ¼ of Section 20, Town 2 North, Range 9 East, West Bloomfield Township, Oakland County, Michigan, according to the plat thereof as recorded in Liber 34, Plats, page 21 and 22, Oakland County Records.

## **Section 2.**

- a. An unlimited membership may be acquired by any resident that meets eligibility criteria discussed in Article 3, section 1. Unlimited Membership allows unlimited privileges of recreation and waterfront facilities, voting, and boat dockage in compliance with the constitution and by-laws.
- b. A limited membership may be acquired by any tenant whose residence meets eligibility criteria discussed in Article 3 Section 1, to include tenant with owner's written concurrence. Limited Membership allows unlimited privileges of recreation and waterfront facilities in compliance with constitution and by-laws, but excludes voting and seasonal boat dockage privileges and is non-transferrable.

**Section 3.** An application for membership shall be obtained from and submitted to a member of the Board.

**Section 4.** Only one membership per residence and only one unlimited membership per individual regardless of the number of lots owned shall be issued. Persons owning more than one residence may have only one unlimited membership, all others will be limited.

**Section 5.** A membership shall be subject to suspension from the rolls of memberships in good standing for violation of the Constitution or By-laws. Upon determination of such violation at a special meeting of the Board, notice shall be served on the individuals comprising the membership advising them of the alleged violation and affording them an opportunity to appear before the Board to be heard. A disposition shall be determined by unanimous vote of the Board members present at the hearing, which may be to dismiss the matter, issue a warning, or suspend the membership. A final determination of the results will be sent via certified mail.

## **Section 6. Conduct and Responsibilities**

- a. All complaints concerning conduct should be referred to any Board member and brought before the governing body for disciplinary action, which may result in a revoked membership. Decision of the governing body shall be final.
- b. All members shall be financially and otherwise responsible for their dependents and guests and shall adhere to this constitution, by-laws, beach rules and boat slip rules.
- c. Each member agrees that enforcement of the above provisions shall be by restoration or replacement of the property in question to its pre-damaged or pre-destroyed condition and failure to make such restoration or replacement

action to the satisfaction of the Board shall result in permanent loss of membership and privileges.

- d. Each member who has a boat in the water at one of the docks is to remove their boat and equipment by the date set by the Dock director or lose the privilege of entering the drawing the following season. See Schedule B for dates.
- e. Each member will be allowed to participate in workdays to reduce the yearly dues per schedule A. Members will sign in and records will be kept by the secretary. A proxy may be substituted in lieu of member when requested.

## **Article 4**

### **Fiscal Year**

The fiscal year shall be the calendar year.

## **Article 5**

### **Governing Body**

**Section 1.** Association business shall be managed by a board composed of nine unlimited members:

- a. Each board member must be an unlimited member.
- b. Any unlimited member in good standing is eligible to be a Board Member.
- c. Each board member shall be elected by a majority vote of the unlimited members present at the annual meeting and take office January 1st.
- d. Each board member shall hold office for the term for which he/she is elected.
- e. Executive officers must have served in one of the 5 director positions for at least 1 term before running for an Executive committee office.

**Section 2.** The board shall be divided into 2 classes as follows:

- a. The first class shall hold office for a term of 1 year and shall be comprised of the President, Vice-President, Secretary, and Treasurer. These offices shall serve as the Executive Committee.
- b. The second class shall hold office for a term of 1 year and shall be comprised of 5 directors, Social Director, Director of Community Affairs, Dock Director, Beach Director, and Membership Director.

**Section 3.** A vacancy shall be filled for the un-expired term by an unlimited member and will be elected by a majority vote of the remaining officers.

**Section 4.** The Board shall provide for annual review of fees and auditing of the books.

**Section 5.** The Board shall provide for utilities and services required for the property.

**Section 6.** The Board may require the treasurer to file a bond conditioned for faithful performance of his/her duties to be paid for by the association.

**Section 7.** All board members must attend a minimum of 8 meetings and 50% of the scheduled functions in order to retain the privileges granted to the board members including boat privileges. In the event a member is unable to attend the minimum meetings, the board has the right to review the reason and accept or require the board member to resign. A replacement may be appointed until elections are held for the new board the following season.

## **Article 6**

### **Executive Officers**

#### **Section 1. President**

The President shall act as a Chairman of the Executive Committee and the Board. He/she shall preside over all meetings of the members. He/she shall see that all orders and resolutions are carried into effect. He/she shall have the general powers and duties of management needed to conduct the Association's business and shall be responsible for corporate registration with the State of Michigan.

#### **Section 2. Vice President**

The Vice-President shall exercise the powers and perform the duties of the President during the President's absence. He/she shall attend necessary meetings of other organizations and vote for the Association as instructed by the Board.

#### **Section 3. Secretary**

The Secretary shall preserve in the Associations books minutes of the proceedings at all meetings. Records shall be maintained electronically with printed copies available upon request. He/she shall issue all notices. He/she shall mail statements and maintain pavilion reservations.

#### **Section 4. Treasurer**

The Treasurer shall keep the accounts of all receipts and disbursements in the Association's books. Books will be maintained electronically with back-up copy to ensure protection. He/she shall deposit all money and other valuable effects in the name of the Association in depositories designated by the Board. He/She shall take vouchers for all disbursements and issue receipts upon request. He/She shall disburse funds as ordered by the Board after making provisions for payment of corporation filing fees, taxes and insurance. He/She shall undertake no financial obligation in excess of funds available.

### **Article 7 Directors**

#### **Section 1. Social Director**

The Social director shall provide a program of social activities and may publish newsletters and other publicity at the direction of the Board.

#### **Section 2. Beach Director**

The Beach Director shall manage, maintain and improve the beach area.

#### **Section 3. Dock Director**

The Dock Director shall manage, maintain, and improve the dock areas.

#### **Section 4. Community Affairs Director**

The Community Affairs Director shall review township notes, address civic concerns and monitor the interests of the Association within the community and may be required to attend other meetings relevant to the interests of the Association.

#### **Section 5. Membership Director**

The Membership Director shall manage promotion of the Association and member recruitment.

### **Article 8 Meetings**

**Section 1.** Regular meetings of the Board shall be held at such time and place as the majority of the Board shall determine with a minimum of 8 meeting per year.

**Section 2.** Special meetings of the Executive committee and special meetings of the Board may be called by the President at any time. Notice shall be required

**Section 3.** The annual meeting of the members shall be held at the end of the season no later than November 30 each year. Among the purposes of the annual meeting shall be the election of Directors and Executive officers for the following year. A notice shall be required.

**Section 4.** Special meetings of the members may be called at any time upon receipt by the secretary of a written purpose signed by President, or by a majority of the officers and directors, or by a minimum of five unlimited members. A two week notice shall be required. Business not mentioned in the notice shall not be transacted at the meeting.

**Section 5.** Any notices shall state the time, place, purpose and authority by which they are issued (as, “by order of the President”, or “by order of the Board of Directors”), and shall bear the written, typewritten, or stamped signature of the Secretary. Every notice shall be deemed duly served when deposited in the United States mail or sent via the most current email address provided by the member.

## **Article 9**

### **Rules of Procedure**

Meeting Procedure shall be consistent the “Consensus Approach”. The board members will constitute the “participants” in the consensus decision making process. Each Board member will have 1 vote. The board will strive for unanimity with at least 80% of vote of the board members present in agreement. For meetings with less than 5 board members unanimity minus one vote will be required.

## **Article 10**

### **Quorum**

A meeting of five members including three executive officers constitutes a quorum at a meeting of the full board or 100% of the currently elected positions.



## **Article 11**

### **Voting**

**Section 1.** Each unlimited membership shall be entitled to one vote, in person or by proxy, upon each subject properly submitted.

**Section 2.** Fractional voting shall not be permitted. Where a membership is comprised of more than one individual, the individuals shall determine among themselves who shall have the vote.

**Section 3.** Voting for Directors and Executive officers shall be by secret written ballot. All other voting may be by show of hands unless a ballot is requested. The Secretary and Treasurer shall certify who is entitled to vote.

**Section 4.** No proxy shall be deemed operative unless signed and filed in advance with the Secretary. It shall be automatically invalidated after the meeting for which it is signed, or by the author's presence at the meeting in which it is to be exercised.

## **Article 12**

### **Recreational Facilities**

**Section 1.**

The Association shall hold title to recreational and waterfront facilities in perpetuity for the use of members and their guests.

**Section 2.**

In the event of dissolution of the Association, the non-suspended unlimited memberships (lots) recorded by the Register of Deeds for Oakland, Michigan shall hold title to the property.

## **Article 13**

### **Amendments**

The constitution and all articles of the by-laws may be amended by a majority vote of the Directors and Executive officers present at a meeting of the board.

# **Twin Beach Civic Association, Inc**

## **By-Laws**

### **Article B1**

#### **Local, State and Federal Laws**

Persons violating local, state or federal laws, (e.g. trespass, property damage, litter, alcohol/drug abuse, etc.) shall be prosecuted.

### **Article B2**

#### **Recreational Facility Rules**

##### **\*No lifeguard on duty, swim at your own risk\***

1. Association Keys must be used for admittance
2. Guests must be accompanied by the member- no loaning of keys
3. Animals are not allowed at the beach
4. Vehicles are not allowed beyond gates
5. Children under 13 years of age are not allowed without supervision by a responsible party age 16 or over
6. Unsafe conduct is prohibited
7. No swimming or fishing on or near the docks located at the Crestdale or Forbush easements.
8. Members planning a beach function that includes 20 or more guests must obtain prior approval of the Board
9. Members wishing to reserve the pavilion must contact the Secretary for exclusive reservation and time allotment. Note: Reserving the pavilion does not prevent other members from using the beach area only the pavilion.
10. Members wishing to dock a boat must go through the process for boat slips. (See By-laws article B3)
11. Gate must be locked upon entering and exiting.
12. Beach equipment may not be relocated by anyone other than the board members unless it is to return it to original location in the event of damage or weather related issues.
13. No Bonfires unless during a sanctioned event. Charcoal fires only allowed in barbeques grills. Adult (21 or over) supervision required.
14. Any member who has to be reprimanded for misconduct will be notified by certified mail. This also applies to their family members or guests. Two violations will result in loss of association privileges.

## **Article B3**

### **Boat Slips**

**Section 1.** Boat docking season is per attached schedule B. If your boat is not removed prior to dock removal day you will not be eligible for the following season's lottery. If your boat is not put into the water by July 1<sup>st</sup> you will forfeit the boat slip and be eligible for a prorated refund calculated for the season as per schedule B. The next eligible boat will be allowed to purchase it for the remainder of the season at the prorated cost. Board members will have first option to fill the vacated spots. Any request for compensation must be submitted within the same calendar year. It must be reviewed and approved by the board prior to compensation.

**Section 2.** Boat slips will be designated by a combination of drawing & boat dimensions due to neighboring properties and water depth. Unlimited memberships only are eligible for application. Unlimited members must be in good standing for a minimum of one year to be eligible. Transferred memberships with home sales must still meet the year requirement before eligible. Executive committee members will have first option to pay for boat slips with remaining slips entered into the drawing.

**Section 3.** In order to participate in the boat slip drawing, unlimited members' dues must have been paid for the previous year and the current year paid on or before the drawing. Photocopies of the insurance slip and registration must be surrendered at the time of entry as well as dock application.

**Section 4.** All those selected for boat slips must participate in either dock build or retrieval days in order to be eligible for the following season drawing. A proxy may also be used if necessary. Sign up for dock days will be available at the time of the drawing. Dock days will be credited for hours worked the same as work days.

**Section 5.** All boats must be securely fastened with outer poles and bumpers at the owners' expense to prevent damage to the dock and surrounding boats.

## **Article B4**

### **Kayak Rack Slips**

**Section 1.** The kayak rack is available for seasonal use for unlimited or limited members. The racks may be used to store kayaks, canoes, paddle boards or similar personal watercraft. The span of the arms is 8 feet. Twin beach civic association is not responsible for theft or any damages that may be incurred while items are stored on the property. Items must be secured by the owner; reasonable accommodations will be made to help make the items secure.

**Section 2.** In the event we have more people interested than available spots, the spots will be determined by lottery. To be eligible for the lottery, members must be in good standing before the drawing. The slot location you are allocated will be determined by the weight of the items being stored; height may also be taken into consideration. If a previously allocated slot becomes available, the next member drawn in the lottery will be offered the slot and so on until it is assigned.

**Section 3.** Slot fees will be determined according to schedule A.

**Section 4.** Rental season will be determined according to schedule B.

## **Schedule A**

### **Fees**

**Section 1.** The annual membership fee for both unlimited and limited membership shall be \$140.00 due by date as per Schedule B. Additionally, a \$20 maintenance fee will be applied. \$40 of the fee will be credited if a minimum of 4 hours maintenance work is completed by the member or a proxy for the member. All work projects must be verified prior to and after work is completed by a board member.

**Section 2.** The one-time initiation fee for all qualified unlimited members shall be \$300.00 payable over 2 beach seasons.

**Section 3.** The annual dock fee shall be \$350.00 for those selected and due at the time of the drawing, without exception.

**Section 4.** The initiation fee shall be waived upon transfer of any non-suspended unlimited membership residence recorded by the Register of Deeds for Oakland County, Michigan. Transfer must take place within the seasonal timeframe so that there will be no lapse in dues.

**Section 5.** A membership that has not paid all fees by the date per Schedule B is in arrears and subject to loss of privileges. A membership that continues in arrears for more than 2 years, without appeal through December 31<sup>st</sup> shall be automatically suspended from the rolls of memberships in good standing. No hearing is required for suspension due to non-payment of fees. Reinstatement of suspended memberships shall only be allowed after payment of all back fees or initiation plus the current season's dues.

**Section 6.** The annual kayak slip fee shall be \$50.00 per slot for those selected and due at the time of the drawing.

## **Schedule B**

### **Dates**

#### **Season Dates/Hours**

**Section 1.** The beach swimming season begins on Memorial Day and ends on Labor Day. Beginning dates may be advanced and/or ending dates may be extended at the discretion of the board. The season will be marked by the presence of the swimming bouys. The property may be used throughout the year however amenities will be limited.

**Section 2.** Boat docking begins two weeks prior to Memorial Day and ends two weeks after Labor Day. Dock installation will be determined on or before dock lottery and will be announced prior to the season.

**Section 3.** Beach hours are sunrise to sunset. Beach parking is permitted only for members and guests during day light hours. Vehicles may not be parked along the street so as to inhibit traffic or encroach on our neighbors properties. Please park extra vehicles at your residence and shuttle guests if necessary.

**Section 4.** Kayak slips will be available for use April 1- Nov 1.

#### **Fee Dates**

**Section 1.** For dock slip eligibility dues must be paid for the year on or before the dock slip lottery.

**Section 2.** Recipients of the dock slip lottery must pay the dock slip fees at the time of the lottery.

**Section 3.** All annual fees are due on or before tag day. Any dues not paid by June 30<sup>th</sup> will be considered in arrears.

**Section 4.** Recipients of the kayak slot lottery must pay the fees at the time of the lottery.

## Twin Beach Civic Association, Inc

### Application for Unlimited Membership

I

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Desire a membership in the Twin beach Civic Association, Inc., a Michigan non-profit corporation. I have read its constitution and by-laws and agree to abide by them. I am owner of, or purchaser upon land contract of lot address:

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Printed Name: \_\_\_\_\_

---

Signature

Date

---

Phone number

---

Email Address

☐ YES

☐ NO

I agree to accept invoices for membership and other TBCA related communication by email thereby helping to reduce association costs and help protect the environment.

TCBA is dedicated to promoting a welcoming and inclusive community environment where everybody is treated respectfully and diversity is appreciated. Harassment or discrimination in any form will not be tolerated. No member or guest shall be expected to exhibit or tolerate behaviors that demonstrate disrespect in any form based on race, religion, color, age, sex, national origin, disability, sexual orientation or veteran status.



## Twin Beach Civic Association, Inc

### Application for Limited Membership

I \_\_\_\_\_

Desire a membership in the Twin beach Civic Association, Inc., a Michigan non-profit corporation. I have read its constitution and by-laws and agree to abide by them. I am a tenant of lot address:

\_\_\_\_\_  
\_\_\_\_\_

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

Signature \_\_\_\_\_

Phone number \_\_\_\_\_ Date: \_\_\_\_\_

Email address:

\_\_\_\_\_

**Lot owner:** I agree to the participation of my tenant listed above in the Twin Beach Association. I understand I am financially responsible for all monies due and any damages incurred by the named tenant.

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

Signature \_\_\_\_\_

Phone number \_\_\_\_\_ Date: \_\_\_\_\_

Lot owner email:

\_\_\_\_\_

☐ YES ☐ NO I agree to accept invoices for membership and other TBCA related communication by email thereby helping to reduce association costs and help protect the environment.

TCBA is dedicated to promoting a welcoming and inclusive community environment where everybody is treated respectfully and diversity is appreciated. Harassment or discrimination in any form will not be tolerated. No member or guest shall be expected to exhibit or tolerate behaviors that demonstrate disrespect in any form based on race, religion, color, age, sex, national origin, disability, sexual orientation or veteran status.

## Revision History

Date	Location	Reference
2017	all	Complete revision and update
1/7/2018	Schedule A	Increase annual fee to \$130
1/8/2019	Schedule A	Increase annual fee to \$140
1/14/2020	Schedule A	Add \$20 per household maintenance fee
7/6/2020	Article 5 Section 1, E	Executive committee officers must serve as a director for 1 year prior to executive office.
	Bylaw Article B4	Kayak slots
	Schedule A sec 6	Added provision for kayak fees
	Schedule B sec 4/ sec 4	Added provision for kayak season/ fee date