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**2012**

**YOUR  
ACTIVITIES**

**YOUR  
ASSOCIATION**

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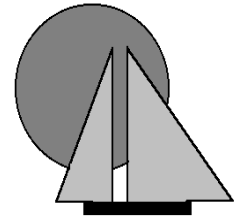
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**THANK YOU CHESTERFIELDS**

"The Tiana Shores Association would like to extend their gratitude and appreciation to Chesterfield Associates of Westhampton Beach for their concerned commitment and exemplary assistance in restoring our beach following last year's hurricane."

# **TIANA SHORES ASSOCIATION, INC.**

## **OFFICERS AND DIRECTORS – 2012**



### **OFFICERS**

<b>Jennine O'Shea</b>	<b>Chairman/President</b>
<b>Jim Haddad</b>	<b>Vice President</b>
<b>Anthony Mugno</b>	<b>Treasurer</b>
<b>Paul Clinton</b>	<b>Secretary</b>

### **DIRECTORS**

**Paul Clinton**  
**Angela Drozdoff**  
**Jim Haddad**  
**Margaret Lewis**  
**Alise McCormack**  
**Anthony Mugno**  
**Cynthia Monaco**  
**Jennine O'Shea**  
**Marv Resnick**  
**Ellen Ryan**  
**Terry Sinopoli**  
**Tim Warnock**

### **COMMITTEE CHAIRS**

#### **COMMITTEE**

**FINANCE**  
**RENTALS**  
**POOL: CPO**  
**POOL: Management**  
**MEMBERSHIP**  
**SOCIAL EVENTS**  
**BUILDING & GROUNDS**  
**BEACH & TENNIS**  
**CLUBS**  
**GARDEN**  
**LEGAL**  
**PARLIAMENTARIAN**

#### **CHAIR**

**Angela Drozdoff**  
**Margaret Lewis**  
**Jim Haddad**  
**Tim Warnock**  
**Terry Sinopoli**  
**Alise McCormack**  
**Tim Warnock**

**Jim Haddad**  
**Jerry Murphy**

#### **Co-Chair(s)**

**T. Sinopoli, A. Drozdoff**

**T. Warnock, P. Clinton**  
**A. McCormack, M. Lewis**  
**all Directors**  
**Paul Clinton**  
**Tim Warnock**  
**Terry Sinopoli**  
**Terry Sinopoli, Alise McCormack**

While reasonable efforts have been taken to insure the information in this booklet is accurate at the time it was published, TSA reserves the right to make changes as necessary, including changes in the time and date of events and even the cancellation of events. Accordingly, it is recommended that members and guests check the Association bulletin board and web site during the summer season for updates and notices regarding the information contained herein.

**Welcome** to the 2012 summer season at Tiana Shores Association; we hope you and your family had a good winter. We look forward to another enjoyable summer at TSA

Again this year, we are continuing the use of ID cards as a requirement to enter the Tiana Shores property. In past years several people were using the beach and were not members; people have commented that TSA was easy to walk into. In order to insure an association of paid members and guests we are going to ask everyone to present their TSA ID to the lifeguard when entering the association grounds and to sign in with the lifeguard. If you are going to the beach, just stop by the pool and show your ID.

As the summer progresses, some of you may feel that the use of the ID is no longer necessary as your face should be familiar to all. Please don't feel this way. All memberships and guestships are dues paying and the ID cards are for your protection and safety.

## **Communications**

We believe that communications are a vital part of the Association.

- Check the Association bulletin boards and web site for information on social events and dinners.
- Contact the Directors in person, we are around the clubhouse, beach or pool most days and on evenings during social events and dinners. Names of Directors will be posted in the lobby
- Call us at 723-2582 (723-CLUB) to leave a message
- Fax # 631 204 6974
- E-mail us at [TSAbaythebay@yahoo.com](mailto:TSAbaythebay@yahoo.com)
- <http://www.tianashoresassociation.org> ; <http://www.tianashores.com>
- Suggestion Box in breezeway.

Use any of the means to contact us. We are interested in what you think.

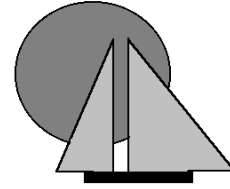
## **Visitors Policy**

We ask that all members, guestships and visitors who will be using the pool, tennis court or beach show their TSA ID and sign in with the lifeguard. All visitors must be accompanied by a person entitled to membership or guestship privileges when using the facilities. In special circumstances , where the member can not accompany their visitor, a "Visitor Form" should be obtained from the lifeguard and filled out. The visitor will then present the completed form to the Lifeguard with their pool pass when arriving at the pool. Use the facilities at your own risk. Dogs are not allowed on the premises at anytime.

TSA's philosophy on visitors is simple. We believe that all members and guestships should be allowed to bring their friends and relatives to the club. When a friend or relative visits so often that he or she effectively becomes part of the club then we ask that person to become a member. There is a daily charge for visitors using the pool and / or the tennis court and multi-day discounts are available.

To implement this philosophy, the board has devised what is called the "16/3 restriction". All members and guestships may have as many temporary visitors as they desire during the summer season but each temporary visitor (including those using the tennis court) is subject to the "16/3 restriction". No temporary visitor may use the facilities more than 16 total days nor more than 3

weekends in the period from Memorial Day to Labor Day. Use on either day or both days of a weekend is considered use on that weekend. Members or guestships may not combine privileges to avoid or "get around" this restriction. We ask that all members, guestships and visitors sign in with the lifeguard. This restriction was designed to allow our members to have, for example, a parent or brother or friend stay with them at their Hampton residence and to use our facilities at visitor's rates for a two week vacation which would normally include three weekends. If someone expects to stay longer, he or she may continue to use the facilities simply by becoming a member. The only restriction on a visitor is that the visitor may not be a resident of the Tiana Shores community.



There is a pool/tennis fee for temporary visitors as set forth in the rate section.

## Renting the Facilities

A family party, a business affair, a graduation party, a wedding reception- whatever the reason, have you thought about renting Tiana Shores Association's facilities? Ample parking, scenic views, comfortable facilities - we have it all and we would like to share it with you. The rates are reasonable, the setting is picturesque and it's available to you, to your friends, to your neighbors and to your coworkers. When not in use, the hall is available to our members at reasonable rates for anything from birthdays to weddings.

### TIANA SHORES ASSOCIATION RENTAL FEES

The fees for a <u>Tiana Shores Association Member or Guest</u> are:	Party	\$ 450.00
	Wedding	\$1,800.00

The fees for a <u>non Tiana Shores Association Member or Guest</u> are:	Party	\$1,250.00
	Wedding	\$2,800.00

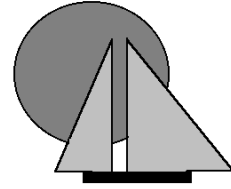
All rentals require a \$500.00 refundable Security Deposit, from which damages and improper clean up will be deducted. In addition, there will be a \$200.00 fee for early setup. See the Director-Rentals for additional details.

## Tennis Rules

**Court Hours, Daily (May 1 through November 1) 9:00AM to Dusk.**

**We ask that all members, guests and visitors who will be using the pool, tennis court or beach show their TSA ID and sign in with the lifeguard. All visitors must be accompanied by a person entitled to membership or guestship privileges when using the facilities. If you wish to play tennis before 10 AM contact the life guard the day before, so gate can be opened. Use the facilities at your own risk.**

Members and guests may reserve specific court time up to 7 days in advance. Reservations for court time are for 1 hour with on-the-hour start times. Please see the lifeguard for the sign up sheet and to reserve your times. All other court time is available on a first come - first play basis. There is no charge for this court time for members and guests, but visitors must pay a fee. Court time is limited to 1 hour play with on the hour start times. All players must wear standard tennis shoes (no cleated type sports shoes)



## Pool Regulations

We ask that all members, guestships and visitors who will be using the pool, tennis court or beach to show the Lifeguard their TSA ID and sign in. A current paid member must accompany all visitors using the facilities.

If a member is unable to attend with their visitor, a “Visitor Form” should be obtained from the lifeguard and filled out. The visitor will then present the completed form to the Lifeguard with their Pool Pass when arriving at the pool.

### Pool Hours

June: Weekends Only      10:00 a.m. to 6:00 p.m.

July/August: Daily      10:00 a.m. to 6:00 p.m.

\*Extended hours:      9:00 a.m. to 10:00 a.m. & 6:00 p.m. to 7:00 p.m.

\*Extended pool hours are permitted only when there are 2 adult members (18 + years) present in the pool area. Pool area must be left locked.

For baby sitter fees and rules, refer to your application

### **Pool will be closed at end of season at CPO's discretion**

**1. Floats:** The use of inflatable floats is prohibited. The **ONE** exception is swim-training flotation devices *that cannot fall off or be slipped out of*, and for swim training purposes only and used only in the presence of a responsible adult. (TSA reserves the right to bar any toy, float, or other items which the lifeguard/CPO deems to be or which can become a hazard or an annoyance to members, guests, or visitors.)

**2. Children under the age of 14** must be accompanied by an adult who is directly responsible for their behavior. The responsible adult must remain in the gated pool area while the child is in the water. Parents or guardians of non-swimmers (including children with swim training flotation devices) must be in the water supervising the child. One(1) adult is required to supervise no more than 5 children.

**3. Babies in diapers** must wear a rubber diaper protector when in the pool.

**4. Running** is prohibited on the pool deck.

**5. Diving/Jumping-** Diving is not permitted in any section of the pool. Jumping by children is permitted only at the deep end of the pool (not from the sides) when the lifeguard permits and under the lifeguard’s supervision with no pool traffic.

**6. Glass - No glass or plastic** items of any kind are allowed in the gated pool area.

**7. Food/Drink-** There is no food or drink allowed in the gated pool area at any time.

**8. Pool Shed-** Members and guests are not permitted to enter the pool shed. The lifeguard will keep the pool shed locked when not in use. Personal belongings\_of any kind will not be stored in the pool shed at any time.

**9. Smoking** is prohibited in the pool area or on the pool patio.

**10. Shower** before entering pool.

**11. Bathing load** 65 persons.

**12. All other rules** as posted or published or decided by the Board from time to time shall also apply.

**13. Additional Use License.** Members may request an additional use license to use the pool with visitors beyond normal hours with the expressed, written permission of the Board, if granted upon such terms as the board in its sole discretion may deem appropriate, for an additional fee to be determined by the board.

**These regulations have been established for your safety and for the safety of others.**

**ALL FACILITIES ARE USED AT YOUR OWN RISK**

- The Lifeguard may remove anyone from the pool for any reason at the Lifeguard's sole discretion.
- Individuals assume the risk for any injuries sustained.
- Swimming in the pool and Bay is at your own risk.

## **Membership / Guestship Information & Rates - 2012**

Membership and Guestship rates include use of pool, beach and tennis court and are good for the year of purchase only.

### **Dues - Family**

**\$825.00**

**Family:** A family includes the applicant, spouse or significant other. This category includes both the applicant and spouse or significant other. This category also includes children 23 years of age or younger who live with the applicant. Children over 23 or who do not live with the applicant must apply for a separate member/guestship if they exceed the 16/3 rule. Multiple families living in the same residence must pay a fee for each family.

### **Dues - Single Head of Household**

**\$615.00**

**Single:** A single head of household is the applicant only. Applicants who are married may not apply for this category. Children and grandchildren may not be included in this category.



**Dues - Senior** (62 and over) \$615.00

**Senior:** A senior is an applicant 62 years of age or older. This category includes both the applicant and the spouse or significant other. Children and grandchildren may not be included in this category.

There is a one time application fee of \$100.00 for new guestships.

**POOL/TENNIS RATES for VISITORS - 2012**  
(NO REFUNDS - DAILY PASSES EXPIRE SEPTEMBER 4, 2012)

**Multi-Day Pool/Tennis Pass**

Adult ( over 18)	\$25.00 for 6 passes
Child (5 & older)	\$15.00 for 6 passes

**One Day Pool/Tennis Pass**

Adult	\$5.00
Child (5 & older)	\$3.00

**TSA Summer Activities Calendar - 2012 is attached**

## **MISCELLANEOUS**

- PLEASE CHECK THE BREEZEWAY AND WEB SITE FOR THIS YEAR'S SOCIAL EVENTS AND ANY UNFORESEEN LAST MINUTE CHANGES THAT MAY OCCUR.

- ALSO POSTED WILL BE A SIGN-UP SHEET REQUESTING YOUR VOLUNTEER ASSISTANCE FOR THESE EVENTS.

- IF THERE APPEARS TO BE A LACK OF INTEREST OR INSUFFICIENT VOLUNTEER ASSISTANCE, THE EVENT IS SUBJECT TO CANCELLATION.

**IN ADDITION, PLEASE CHECK THE CLUB BULLETIN BOARD FOR :**

- FREE LOCAL CONCERT SCHEDULES
- OTHER INTERESTING AREA EVENTS
- INFORMATION ON THE TIANA SHORES ASSOCIATION LITERATURE CIRCLE
- TSA GARDEN CLUB

**WE WISH EVERYONE A HAPPY SUMMER !!**

## **Appendix (1):**

### **Board Rules, Regulations, Policies & Guidelines**

All rules, regulations, policies and Guidelines of the Board may be altered, amended, supplemented, or withdrawn, at any time, in the Board's sole discretion. Notwithstanding anything herein, any Board member or officer, or person acting with their authority, may direct any person to desist from any activity on the premises that s/he considers inconsistent with the best interests of the Club. These are not Club By-Laws.

#### **Boats and Beach Use**

All boats and boaters on and near the Club's premises are prohibited from entering the swimming area, must remain 500 feet away from swimming area, must be respectful of the swimming area and shoreline area at all times and must observe all rules and regulations of applicable authorities, as well as safe boating practices. Members/Guestships may keep small kayaks on the beach in the grassy areas in a safe and inconspicuous manner. Small, non-motorized boats and PWCs (no external props) may be kept on the beach above the high water mark tied up in a safe manner. Members are responsible for maintaining their own piling/tie-up point on the beach in a safe manner that does not interfere with other members' use and enjoyment of the beach. Any member keeping a PWC on the beach, or mooring a boat in town water off the TSA beach must maintain a minimum of \$100,000 per person/\$300,000 per accident liability insurance policy, naming the Club as additional insured, and provide evidence of such insurance to the Club annually and as requested.

#### **Parties/Hall Rentals**

The Club facilities are available for the use of members/guestships, their family, friends and guests, at rental rates published from time to time. The Board in its sole discretion may also let the premises to organizations, entities or others. In keeping with the Club's nature as a private club, party use is intended to be of a private nature, which generally means: (1) an identifiable group of invitees generally known personally to the host; (2) discrete start and end times; (3) no public advertising in advance in any media; (4) no admission fee or requested donation at the door; and that the renting member/guestship will be physically present at the event unless otherwise agreed by the Board in writing. Accordingly, it is expected that all parties would be exempt from the requirement for a Town of Southampton Special Event Permit under Town Code 283-2(A)(3). However, the Renter is responsible for compliance with all laws, rules and regulations, including Town Special Event Permits, if required.

#### **Patio/Beach Use**

The screened-in patio, the non-fenced portions of the outdoor patio, and the beach may be used at any reasonable time by members/guestships for the them and their family, friends and guests, when not in use for a club function or rental, in a manner that does not interfere with the use and enjoyment of the facilities by other members or guests. Use of radios or amplified sound must be quiet and respectful of others and our neighbors. Use of the facilities before 8:00 a.m. or after 9:00 p.m. is generally prohibited without prior written approval of Board. Use of the facilities for organizations, regularly scheduled or periodic meetings, or for groups other than social and family gatherings is generally prohibited without prior, written approval of the Board. Gatherings may be subject to a rental fee and prior, written approval from the Board, at rates to be published from time to time. All areas shall be left clean and neat. The BBQ grill and other special Club property and facilities may not be used by members without prior, written approval of the Board.

Members/guestships may use their own grills in the beach area consistent with prudent practice, fire codes and all laws, rules and regulations.

### **Smoking**

Smoking is prohibited in all areas of the club, except in designated outdoor areas of the club property where the cigarette butt receptacles are located. Littering of cigarette butts is strictly forbidden.

### **Babysitters**

Babysitters, nannies and au pairs over the age of 17 are permitted to supervise children in lieu of parent/guardian, without additional fee, in the Board's sole discretion, if: (1) the parents/guardians are not present; (2) the babysitter's name and information has been submitted to the Board with, or supplementing, the member/guestship application, and approved by the Board; (3) the babysitter is aware of and observes all rules and maintains proper supervision of the children. Otherwise, the Club's pool pass and guest policy applies.

### **Pool Use After Hours**

The Pool may be used by members on the buddy system after hours according to rules published elsewhere. However, members must test chemical levels prior to such use.

### **Investment Policy**

It is the investment policy of the Board that the surplus funds of the Club should be principally invested in insured money market, CD, cash, or Unites States Treasury accounts and similar investments with little or no risk to capital. No more than 30% of the funds shall be invested (through nationally recognized investment houses) in ETFs or mutual funds principally invested in municipal and corporate bonds with S&P ratings of "A" or better (or equivalent) or the stock of "Russell 1000" companies or similar with diversified exposure.

**Appendix (2):**

**RENTAL AGREEMENT, TIANA SHORES:**

rev. 06/25/10

**TIANA SHORES ASSOCIATION, INC.**

(631) 723-CLUB

Date of this letter contract \_\_\_\_\_

To: \_\_\_\_\_ (Leaser's Name)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (Phone)

Re: Tiana Shores Association, Inc. (TSA)

Hall Rental for \_\_\_\_\_ (Date of Rental)

Dear Leaser:

This will confirm that you have agreed to rent the grand ballroom of TSA at the foot of Oldfield Lane in Hampton Bays, NY. For the purpose of a \_\_\_\_\_ (state purpose) on the above stated date. TSA has agreed to lease said grand ballroom to you for that purpose only.

The affair will take place from \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm. During this time you will have exclusive use of the hall, screened porch and kitchen areas. You will also have access to the bathrooms, parking lot and grounds of TSA, but that access will not be exclusive. Members of TSA will still use the beach, pool, pool patio, tennis courts, basketball court, parking lot and any facilities not devoted to your exclusive use. You and your guests will not have access to or use of the pool, pool patio, tennis court, basketball court, or any other facilities except as stated herein. When the event ends, you, and all your agents agree to completely vacate the premises no later than \_\_\_\_\_ am/pm (state cleanup deadline) on \_\_\_\_\_.

From \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm on \_\_\_\_\_ (state set-up time if applicable) you will have non-exclusive access to the grounds and the grand ballroom for yourselves and a maximum of 10 persons for purpose of setting-up the event. After you have commenced set-up, the members and guests of TSA will not have access to the grand ballroom but will continue to have access to and use of all other facilities, including without limitation, the screened porch.

Notwithstanding the above, such representatives as may be authorized by the Chair or any officer of TSA may gain access to the areas of your exclusive use, at any time, for such purposes as are necessary to operate the building or make reasonable inquiries of you and your vendors. You will receive the name and phone number of a nearby agent whom you can call for emergencies. There is a mandatory service fee of \$ \_\_\_\_\_ for this service, payable directly to the agent on the day of the event.

Emergency contact: \_\_\_\_\_  
\_\_\_\_\_

Included in the rental will be reasonable use of the facility as outlined above, the reasonable use

All of the utilities in those areas, including without limitation, air conditioning, all tables and chairs on the TSA premises (except beach chairs and tables), and reasonable cleaning services after the event. TSA will provide reasonable restroom supplies and garbage receptacles, but not garbage bags.

You may request to have air conditioning set to any temperature of your choosing within the system's capacity at the time of the event. However, you agree NOT to adjust the air conditioning controls yourself. Any request to adjust must be addressed to the TSA representative assigned to supervise your event, who will make the adjustment as requested.

The total cost of the rental shall be \$ \_\_\_\_\_ payable as \$ \_\_\_\_\_ upon signing this contract and \$ \_\_\_\_\_ on or before the date of the event, but prior to the actual commencement of preparations for the event, by cash or certified or bank check.

In addition you shall pay a security deposit of \$500.00 against any damages incurred as a result of the event or its preparations. This deposit shall be payable, in cash or certified or bank check, on or before the date of the event, but prior to the actual commencement of preparations for the event. This sum shall be refunded to you if there is no damage to the premises. If there is damage, than TSA, may deduct the cost of repairing same and refunding the balance. The existence and extent of damage will be determined solely by TSA. By accepting this security deposit, TSA does not waive any other rights that may have at law to recover for damages sustained because of your use of the premises. If you wish, an agent of TSA will do a "walk through" of the premises before the event to note any pre-existing damage.

You also agree to provide TSA, at your sole expense and at least 10 days before the event with a Certificate of Liability Insurance with the limits of liability of at least \$500,000 naming TSA as an insured, including, without limitation, an endorsement covering liability for the use and consumption of any alcoholic beverages by you, your guests, vendors or agents.

You must also provide permits required by law to conduct the event including, if necessary, any temporary liquor permits or license and you must display these to TSA upon request before and during the event. The event must, in all aspects, comply with the law.

It is understood that TSA will provide no catering services, food utensils, food or beverages. Items you see in the club are for the club. It is understood that TSA will not “set-up” the hall and that any labor necessary to move tables and chairs or to decorate or to set tables must be provided by you. The hall is rented “as is” on the date of this letter, normal wear and tear expected. It is understood that no representation is made about the condition of the hall, kitchen, appliances, air conditioning, grounds, the parking lot, beach or other parts of the facility on the day of the event.

It is understood that the premises will be returned by you to TSA in a broom-clean condition. All tables will be cleared, all decorations removed by you, all garbage produced at the event or its preparation or clean-up will be removed and deposited in the dumpster on site, the kitchen will be free of debris and sponge cleaned of food and beverage spills, the rug shall be vacuumed and cleaned of food and beverage spills and all vending and catering equipment removed from the site. You must bring your own cleaning supplies. Please make sure caterer or vendor is aware of this.

You will not drag the garbage cans, a dolly is provided to wheel the cans to the dumpster. Check all garbage cans for leaks and do not use them if leaking.

Smoking is not permitted in the building, screened in porch, on the beach or on cement patio areas. Smoking is permitted on the outside deck areas only. All cigarette butts must be placed into proper receptacles and properly thrown out.

You agree that amplified sound equipment may be used only at reasonable levels and will comply with any request from a member of the TSA Board or its representative to reduce sound levels.

You agree that neither TSA, nor its employees, members, guests or agents shall be responsible for any item brought onto the property, including, without limitation, automobiles, vendor items, tents, presents, cash and jewelry. Your guests and vendors and agents enter the premises at their own risk of injury. TSA, its employees, agents, guests and members accept no responsibility for property damage or personal injury regardless of their own negligence.

You agree to hold TSA, its officers, directors, agents, employees, members and their guests (“indemnitees”), harmless and defend them from any claims made against them resulting from the use of the premises and you agree to defend and indemnify them for any claims or damage they are or may become legally required to pay because of your use of the property, whether you are negligent or not. You agree to pay for the defense of any claims made against the indemnitees because of the use of the property. If indemnification of any indemnitee would be unlawful or unenforceable due to the indemnitee’s own negligence, then you will nonetheless indemnify each indemnitee to the extent that each can be indemnified for other than for its own respective negligence.

If you agree to the terms above, please sign where indicated below and return this letter agreement to me with your deposit.

I have the authority to enter into this agreement on the terms as set forth herein. I enclose an extra copy for your records.

All terms of any riders or instructions provided to you by the TSA are included in this lease agreement.

Very truly yours,

\_\_\_\_\_ (Sign TSA rep.)

\_\_\_\_\_ (Print TSA rep.)

\_\_\_\_\_ (Title TSA rep)

Read and Accepted

\_\_\_\_\_ Leaser

\_\_\_\_\_ (Date)

## **LEASER INFORMATION**

Make sure that paper towels and toilet paper are adequate before the party.

Obtain garbage receptacles and garbage can dolly, vacuum cleaner, broom and dustpan, mop and bucket from attendant prior to party.

Make sure that dumpster has adequate dumping space prior to party.

Obtain instructions on using the A/C, fans, lights and sound prior to party.

### **Special Event Insurance Information**

If your homeowner's policy will not add one-day special event coverage, these are companies that will provide it separately. Liability insurance only is required covering renter and TSA. Property insurance is not required. This information is provided as a courtesy only and no recommendation or warranty is made. If you find another company also that provides this coverage, please let us know.

[www.privateeventinsurance.com](http://www.privateeventinsurance.com)

<http://www.nasep.org/insurance-apply-now.jsp>

<http://www.nasep.org/insurance-apply-now.jsp>

<http://www.csicoverage.com/>

[www.wedsafe.com](http://www.wedsafe.com)

<http://www.firemansfund.com/servlet/dcms?c=personal&rkey=31>

<http://www.protectmywedding.com/>



## Appendix (3):

By - Laws - Tiana Shores Association, Inc. Effective August 15, 1992  
Effective Aug. 15, 1992 (as amended through May 24, 2008)  
(As amended through May 24, 2008)

### ARTICLE I – PURPOSE

The corporation (hereinafter called the association) shall exist to own, develop and maintain association property for the benefit and enjoyment of the members; to promote and foster recreational and social activities of the members.

### ARTICLE II – WHO MAY USE ASSOCIATION FACILITIES

Only members and guests of the association shall be entitled to use of the association facilities as provided herein except that the Board is empowered to grant temporary use of all or part of the facilities to a person or organization not a member or guest, upon such terms and conditions as the Board may set, provided that such use shall not unreasonably interfere with the use of the facilities by the members or guests. Mere eligibility to apply for membership or guest status pursuant to these by-laws does not, in and of itself confers a right to the use of association facilities nor obligates any person to pay for the support or maintenance of the association or its facilities.

### ARTICLE III-MEMBERSHIP

**Section 1. Who may Apply For Membership** - Only those persons who are 18 years of age or older and residents of premises located within the subdivision map of Tiana Shores, section I through IX inclusive, located in the Town of Southampton, County of Suffolk, State of New York may apply for membership in the association.

**Section 2. Definition of Resident** – For the purpose of this article a resident is defined as:

- A. An owner or partial owner of a lot located within the subdivision map of Tiana Shores, section I through IX, located in the Town of Southampton, County of Suffolk, State of New York or
- B. An occupant actually living, cooking and sleeping in a dwelling located on such a lot pursuant to a written lease of at least 18 months or
- C. An occupant actually living, cooking and sleeping in a dwelling located on such a lot who does not have a written lease of at least 18 months but has continuously occupied that dwelling for a period of at least 18 months as evidenced by rent receipts, electric bills, telephone bills or similar documentation satisfactory to the Board or
- D. A child of a member who was accepted as a member pursuant to paragraph A, B or C above, provided such child is 18 years or older.

**Section 3. Persons Entitled to Privileges under Membership**

- A. Member's Primary Residence – Privileges of membership extend to the member and person permanently residing at the member's **primary residence which is not necessarily the member's Tiana Shores residence though it may be.**
- B. Member's Right To Restrict Privileges – A member may restrict the privileges of any person entitled to the privileges of his or her membership under paragraph A, above, by notifying the Secretary of such restriction in writing.

**Section 4. Effective Date of Membership** – Initial membership shall commence immediately upon acceptance of the application by the Board and payment of dues and shall be retroactive to January 1st of the year in which the membership is accepted. When a member's initial application is accepted and dues first paid after Labor Day the membership shall be immediately effective and no further dues shall be collected in the following year. After the initial acceptance, dues shall be payable on January 1st of each year following. If a member's dues are not paid by March 1st of that year the member is not in good standing, may not use the facilities and may not vote. If a member's dues are not paid by Labor Day the membership is terminated automatically and the terminated member must reapply as a new member.

**Section 5. Voting Rights** - Each member shall be entitled to only one vote at the meetings of the members and only members shall have the right to vote.

**Section 6. Eligibility to Hold Office** – Only members or persons 21 years of age or older entitled to privileges under membership may hold office, provided that only one person entitled to privileges under any particular membership may sit on the Board at any time.

**Section 7. Membership Privileges** – Membership entitles the member to use the beach, the parking facilities, and participation in all social activities, the use of the recreational hall, use the pool and tennis facilities at additional fees as hereinafter explained in Article VI, Section 5 and the use and enjoyment of any future improvements, facilities and activities upon the same fees, terms and conditions as all members.

**Section 8. Termination and Non-Transferability**

- A. **Mandatory Termination** – Membership is automatically terminated 1) for nonpayment of dues as set forth above in section 4; or 2) when a member becomes ineligible.
- B. **Optional termination** – Membership may be terminated 1) voluntarily or 2) by a majority vote of the board Pursuant to Article VII Section 1.D.
- C. **Death of a member** – Membership is terminated upon death except that those are entitled to exercise privileges of membership pursuant to Section 3.A. above, may continue to exercise the privileges for the remainder of the year in which the member dies.
- D. **Membership Not Transferable** – Membership may not be transferred and any certificate of the association evidencing membership shall be conspicuously imprinted with the legend "NOT TRANSFERABLE" on its face.

### ARTICLE IV – GUESTS

**Section 1. Definition of Guest** – A guest is defined as a person, not entitled to privileges of membership, using the facilities of the association at the specific invitation of the invitation of the association or a member. Guests may not sponsor guests but may have visitors. There shall be three classes of guests as follows: association guests, sponsored guests, and visitors. Those eligible for membership may not be guests except that those eligible for membership solely pursuant to Article III Section 2D may be visitors.

**Section 2. Association Guests and Sponsored Guests**

- A. **Who May Become Association Guests** - Because of a special geographic and community relationship a standing invitation shall be issued by the Board of Directors to residents (not eligible for membership) of the area bounded by the north by Montauk Highway, on the east by West Tiana Road, on the west by Josiah Foster Path and on the south by Tiana and Shinnecock Bays, inclusive of the boundary roads, to be

guests of the association. For the purpose of this article a resident is defined similarly to Article III Sections 2A through 2C (but not Section 2D) except that the geographical areas shall be set forth for the Association Guests above.

- B. **Who May Become Sponsored Guests** – A member or the Board may sponsor the application of a guest for use of the association facilities pursuant to terms, conditions and procedures to be established by the Board.
- C. **Persons Entitled to Privileges under Association or Sponsored Guest Status -- Association or Sponsored Guest's Immediate Family**- Privileges of an association or sponsored guest extend to such guest and that guest's immediate family residing at the guest's primary residence. Such:
  - 1. guest's immediate family is defined as the guest's spouse, children up to age 18 and children who are full time students at accredited institutions up to age 23.
  - 2. Association or Sponsored Guest's Right to Restrict Privileges – An association or sponsored guest may restrict the privileges of any person entitled to the privileges of his or her guest status under paragraph C1, above, by notifying the Secretary of such restriction in writing.
- A. **Privileges of Association or Sponsored Guest Status** – Association and sponsored guests shall be entitled to the same privileges afforded to members pursuant to Article III, Section 7 except upon the same fees, terms and conditions set for all Association Guests or all Sponsored Guests as the case may be.
- B. **No Voting Rights** – Association and Sponsored Guests shall not have the right to vote.
- C. **Termination and Non-Transferability of Board or Sponsored Guest Status**
  - 1) **Mandatory Termination** – Association or Sponsored Guest status is automatically terminated
  - 2) **Optional Termination** – Association or Sponsored Guest Status may be terminated 1) voluntarily; 2) by a majority vote pursuant to Article VII Section 1.D.
  - 3) **Death of an Association or Sponsored Guest** – Association or Sponsored Guest status is terminated upon death except that decedent's immediate family as defined in Section 2B above may exercise the privileges of association or sponsored guest status for the remainder of the year. Thereafter, a spouse of the deceased guest may apply for association or sponsored guest status in the following year, and the spouse's application shall be treated as an application from a current association or sponsored guest status.
  - 4) **Association or Sponsored Guest Status Not Transferable** – Association or sponsored guest status may not be transferred and any certificate of the association evidencing such status shall be conspicuously imprinted with the legend "NOT TRANSFERABLE" on its face.

**Section 3. Visitors** – members and guests (other than visitors) may sponsor the application of short term guests, to be known as "visitors". The Board may set rules and regulations governing the admission and fees of visitors. (Amended August 14, 1993)

## ARTICLE V - APPLICATIONS, LIMITATIONS, AND PRIORITIES

Anything contained herein to the contrary notwithstanding no current member can be turned down for membership provided his/her membership does not terminate for any reason.

The combined total number of members, board guests and sponsored guests for the following year shall be set each year by the board at its Labor Day meeting and shall be announced to the membership at the Labor Day membership meeting. Applications for memberships, board guest status and sponsored guest status, accompanied by all appropriate dues for fees, shall be accepted from the date of the Labor Day membership meeting until December 31. The secretary or the secretary's designee shall date each application with a "received" stamp indicating the date received.

On or about January 1 following, the applications will be processed for acceptance in the following order: 1) Current members; 2) New applicants for membership; 3) Current board guests; 4) New applicants for board guest status; 5) Current sponsored guests; 6) New applicants for sponsored guest status within each category the applications will be processed in the order of the date received.

An application for membership under Article III Section 2D shall be processed in accordance with this section or immediately after the application of the parent of such an applicant is processed, whichever is later.

After January 1 until Memorial Day applications will be received and reviewed on a monthly basis in like fashion as the original applications.

After Memorial Day until Labor Day meeting applications will be processed on a first come, first served basis without regard to user classification.

If the total user number set by the board shall be reached at any time, no more applications shall be accepted and any pending applications shall be returned to the user with a refund of any dues or fees, without interest.

## ARTICLE VI – DUES AND FEES

### Section 1. Membership Dues and Fees

**Dues** - The membership dues shall be as set by the vote of the membership at the August meeting.

**Initiation Fee** – The board, at its discretion, is empowered to set and collect an initiation fee of such amount as it may determine from any new member accepted on or after January 1, 1994.

**Section 2. Association Guest and Sponsored Guest Admission Fees** – The annual admission fee for association and sponsored guests shall be set by the Board and presented to the members at the Labor Day meeting. The fee for an association guest and the fee for sponsored guest need not be equal.

**Section 3. Miscellaneous Fees** - The Board may set such fees for the use of the pool, tennis court, or other association facilities, events or functions as it shall deem fit and may amend those fees from time to time.

**Section 4. Restricted Memberships** – The Board, at its discretion, may restrict the privileges of certain memberships or guest ships and set lower dues for such restricted memberships and guest ships than those set by the members for unrestricted memberships and guest ships.

## ARTICLE VII – GOVERNMENT

### Section 1. Board of Directors

A. **Composition and Compensation** - The general management of the affairs of the association vested in the Board of Directors who shall be elected as provided in the By Laws. There shall be 12 directors all of whom shall serve without salary or compensation except that expense on behalf of the association may be reimbursed.

- B. Fundamental Purpose and Duty** - The Board shall have general charge and management of the affairs, funds and property of the association. The Board shall have the authority and duty to carry out the purposes of the association according to the By Laws.
- C. Rules and Regulations** – The Board may make rules and regulations with respect to use of the association property and facilities as well as the conduct of members and their guests. The Board may define and limit the privileges of members and guests, not inconsistent with these By Laws and applicable federal, state and local laws.
- D. Enforcement** – The Board may restrict, suspend or terminate the privileges of a member or guest should he or she be adjudged to have disrupted, damaged or hampered the use or enjoyment of the association property or facilities, or violated a By Law, rule or regulation of the association. The exercise of this power shall be by a majority vote of the board, upon adequate notice to the member or guest, after a hearing in front of the board.
- E. General Powers** – The Board may designate such committees as may be deemed necessary, may vote the expenditure of money as may be deemed necessary or advisable for the maintenance or improvement of existing properties. It may contract for, lease, assign, rent or purchase real property in the name of the association with the majority approval at a membership meeting and may hire or fire employees or retain services as such salaries and costs as may be determined by the Board for the performance of such duties and services as the Board finds may be required to effectuate the purpose of the association. A budget will be presented at the May meeting for informational purposes.
- F. Transfer of Association Property** – The Board shall have the power to sell, transfer or mortgage the real property of the association only with the authority of two thirds vote of the entire membership in a procedure to be determined by the Board at the time.
- G. Elections**
  - 1. Date of election** – The directors shall be elected at the August membership meeting;
  - 2. Three Year Term** – Each year four directors shall be elected to a three-year term, such term to begin at the regularly scheduled September board meeting immediately following the election. A director may not serve consecutively more than two full terms and one unexpired term;
  - 3. Vacancies in Office** – If a vacancy occurs on the board, the vacancy shall be filled by the Board of Directors (in a procedure to be determined by the Board) until the next August meeting, at which time the members shall elect a replacement to fill the unexpired term;
  - 4. Procedure for Election** – At the August meeting nominations shall be accepted jointly and without distinction for the four expiring directorships and for any vacancies. Each member shall then be entitled to vote on a single ballot for the number of nominees equal to the four expiring directorships plus all vacancies. Upon counting the ballots the four nominees receiving the highest vote totals shall fill the four expiring directorships. The nominee receiving the next highest vote total shall fill the vacancy with the longest remaining term and so forth until all vacancies are filled.
- H. Chair** – The incoming Board shall elect one of their numbers, Chair. It shall be the duty of the Chair to preside at the meetings of the Board to appoint committees designated by the Board and to appoint chairs of those committees.
- I. Resignation** – A director may tender a written resignation to the Board by mailing or hand delivering such written resignation to an officer or the Chair of the Board. Such a resignation shall become effective 60 days after actual receipt by the officer or Chair of the Board or upon acceptance of the resignation by a majority vote of the Board, whichever occurs first.
- J. Board Meetings**
  - 1. Regular meetings** – Regular meetings of the Board shall be held monthly unless otherwise stipulated by the Board. The time and place of the next meeting shall be set by the Chair at the end of each monthly meeting. Eight days notice of regular meetings shall be sent by mail to all Directors and shall be deemed sufficient notice of such meetings.
  - 2. Special Meetings** – Special meetings of the Board may be called by the Chair on his or her own initiative or by the Secretary upon the request of any two Directors. In the case of special meetings written notice may be waived and telephone notice of the time and place of the meeting shall be deemed sufficient notice.
  - 3. Quorum** – A quorum shall consist of 7 Directors. Proxies may not be considered in arriving at a quorum. If a quorum is not present the Chair may adjourn the meeting to a day and time fixed by him or her.
  - 4. Director's Proxies** – A director may vote by proxy issued to another director. A proxy will be submitted in writing, dated, addressed to the association, and filed with the Secretary, revocable at the pleasure of the director executing it. A director's proxy must specifically identify the meeting at which it is to be used, the motion or issue on which way the director desires to vote on the motion or issue identified. A separate proxy shall be required for each motion or issue upon which the director desires to vote. A director may not issue a general proxy to be exercised by another director.
  - 5. Conduct of Meetings**
    - a. Order of Meetings** – At the meetings of the board the order of business shall be as follows:  
Reading of minutes of immediate prior meeting for information and approval; Reading of communications; Reports of officers; Reports of committees; Election of Chair (when applicable); Election of Officers (when applicable); Appointment of Historian and Parliamentarian (when applicable); Unfinished business; New business; Good and welfare
    - b. Parliamentary Procedure** – The Chair shall conduct the meetings in accordance with parliamentary procedure as set forth in Robert's Rules of Order. Any point of order may be referred to the Parliamentarian for his or her opinion.
  - 6. Open Meetings** – Board of directors meetings are open to the general membership for observation purposes. A member may address the board upon prior approval of the presiding officer or upon request of any two directors. The board reserves the right to convene in executive session.

## Section 2. Officers

- A. The Officers** – The officers of the association shall be the President, Vice President, Treasurer and Secretary. The President and Vice President shall be chosen from the Directors of the association but there shall be no like requirements for Treasurer or Secretary through they may also be Directors. The President and the Chair of the Board may be the same person. The President and Vice President shall serve without salary or compensation. The Secretary and the Treasurer may be paid compensation in an amount to be set by the board. An Officer may be reimbursed for expenses paid out on behalf of the association.
- B. Duties**
  - 1. President**- The President shall preside at all the meetings of the membership of shall represent the association in its dealings with the public the association and;
  - 2. Vice President** – The vice President shall perform the duties of the President in the event of the death of the President or his inability to act;
  - 3. Secretary** – The Secretary shall keep the minutes of all meetings of the association, and of the board of directors; shall mail out all notices for meetings of the association or Board of Directors, shall keep a list of the members of the association, shall conduct all correspondence and carry into execution all orders, votes and resolutions not otherwise committed;

4. **Treasurer** – The Treasurer shall have charge of all receipts and monies of the association, deposit them in the name of the association in a bank insured by the FDIC and shall disburse funds ordered or authorized by the Board. The Treasurer shall keep regular accounts of receipts and disbursements, accurate records of dues and fees; submit the Treasurers records when requested and give an itemized statement at annual meetings of the association. The Treasurer, together with any other officer, may sign checks jointly on behalf of the association.
  - C. **Elections** – As the first order of business at the regularly scheduled September board meeting immediately following the August election of directors, the board shall elect officers who shall hold office until new officers are elected.
  - D. **Termination**
    1. **Removal** – Officers shall serve at the pleasure and discretion of the Board. Officers may be removed for any reason or for no reason, with or without cause, by a majority vote of the Board.
    2. **Resignation** – An officer may tender written resignation to the Board by mailing or hand delivering such written resignation to another officer or the Chair of the Board. Such a resignation shall become effective immediately upon receipt by the officer or Chair of the Board or upon acceptance of the resignation by a majority vote of the Board, whichever occurs first.
  - E. **Vacancies in Office** – If a vacancy occurs among the officers the vacancy shall be filled for the unexpired term by the Board.
- Section 3. Parliamentarian**
- A. **Appointment** - Upon election the Chair shall appoint a Parliamentarian who shall serve one year without compensation.
  - B. **Duties** – It shall be the duty of the Parliamentarian to be familiar with Robert’s rule of order and to advise on points of order pursuant to Robert’s Rules of Order at the board and general membership meetings when so asked to give such advice by the Chair or the President as the case may be. [Amended May 15, 1993]

#### **ARTICLE VIII – MEMBERSHIP MEETINGS**

**Section 1. Schedule** – Regular meetings of the members of the Association shall be held on the Saturday prior to Memorial Day [the Opening Meeting], on the third Saturday of July [the Midsummer Meeting], and on the Saturday prior to Labor Day [the Closing Meeting]. [Amended May 24, 2008] Written, printed, electronic or telephonic notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered ten (10) days before the date of the meeting; either by paper mail or by electronic (E) mail or shall be communicated via telephone four (4) days before the meeting, at the direction of the Chairperson, the President, or the Secretary. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his or her local address as it appears on the application form, with postage thereon prepaid. If notice is given by electronic (E) mail to the e-mail address as it appears on the application form, such notice shall be deemed to be delivered when the notice is transmitted to the electronic (E) mail provider company. If telephoned, such notice shall be deemed to be delivered when called into the telephonic communications company. [Amended May 24, 2008]

**Section 2. Special Meetings** – Special meetings of the members may be called by the President at any time, on his own initiative, or by the President or Secretary upon request of ten members to such officer, made in writing. Written, printed, electronic or telephonic notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered ten (10) days before the date of the meeting; either by paper mail or by electronic (E) mail or shall be communicated via telephone four (4) days before the meeting, at the direction of the Chairperson, the President, or the Secretary. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his or her local address as it appears on the application form, with postage thereon prepaid. If notice is given by electronic (E) mail to the e-mail address as it appears on the application form, such notice shall be deemed to be delivered when the notice is transmitted to the electronic (E) mail provider company. If telephoned, such notice shall be deemed to be delivered when called into the telephonic communications company. [Amended May 24, 2008]

**Section 3. Quorum** – At the meetings of the members a quorum shall consist of 40 members or 20% of the membership, whichever is less. Proxies may be counted for purposes of obtaining a quorum. In the absence of a quorum, the president may adjourn the meeting to a day and time fixed by him or her.

**Section 4. Member Proxies** – Every member entitled to vote at any meeting thereof may vote by proxy. A proxy will be submitted in writing, dated, addressed to the association, and will remain filed with the secretary, revocable at the pleasure of the member executing it. However, such proxy shall become invalid after 11 months from the date of execution.

**Section 5. Conduct of Meetings**

- A. **Order of Meetings** - At the meetings, of the members, the order of business shall be as follows: Reading of minutes of immediate prior meeting for information and approval; Reading of communications; Reports of officers; Reports of committees; Election of directors (August only); Unfinished business; New business; Good and welfare.
- B. **Parliamentary Procedure** - The President shall conduct the meetings in accordance with parliamentary procedure as set forth in Robert’s Rules of Order. Any point of order may be referred to the Parliamentarian for his or her opinion.

#### **ARTICLE IX – AMENDMENT**

These By Laws may only be amended, repealed or altered in whole or in part by a two thirds vote of the members at any duly organized meeting of the association. By majority vote the members may decline to consider any change not mailed to the members at least 10 days before the time of the meeting which is to consider the change.

#### **ARTICLE X – EFFECTIVE DATE / PRINTING OF COPIES**

These By Laws shall take effect at the end of the committee reports at the August membership meeting next following enactment of these By Laws by the membership.

Any and all copies of these laws shall have the effective date printed thereon in the heading and at the top of each page and the effective date of any subsequent amendments to these By Laws shall be noted at the end of the Article amended.

A full copy of the By Laws shall be provided to each member within 60 days after the effective date.

A full copy of the amended by – laws shall be provided to each member within 60 days after the effective date of any subsequent amendment.