



**BYLAWS
OF TWIN BEACH COUNTRY CLUB**

Amended and Restated as of November 1, 2021

**ARTICLE I
NAME**

This Club shall be known as Twin Beach Country Club (“Club”).

**ARTICLE II
PURPOSE**

A non-profit organization to provide a clubhouse, golf course, and such other recreational activities for the members and their families as may be determined by the Board of Directors of the Club.

**ARTICLE III
MEMBERSHIP**

Section 1. The requirements of Club Membership, and the fees, minimums, dues and assessments of Club Membership, shall be determined by the Board of Directors from time to time.

Section 2. Club Memberships shall consist of the following classes: (1) Class “A”, which includes the categories of Equity and Non-Equity, (2) Surviving Spouse, (3) Provisional, (4) Business Group, (5) Preview, and (6) Class “B”, which includes the categories of Honorary, In-active, Intermediate, Junior, Life and Social.

A. Class “A” Membership

(1) Class “A” Memberships are divided into Class “A” Equity Memberships and Class “A” Non-Equity Memberships.

(a) A Class “A” Equity member is a Class A member (i) who has agreed to pay the applicable Equity Membership Fee to the Club at the time of such member’s admission as a Class “A” Member, or (ii) who has acquired the Class “A” Equity Membership of another Class “A” Equity member in the manner provided in these bylaws, or (iii) who otherwise becomes a Class “A” Equity member in the manner provided in these by-laws. Each Class “A” Equity member in good standing shall own an undivided interest in all of the Club’s property and assets, subject to the asset ownership vesting provisions described in subsection (7) below, in proportion to the total number of Class “A” Equity members in good standing.

(b) A Class "A" Non-Equity member is a Class A member who has not agreed to pay the applicable Equity Membership Fee to the Club at the time of his or her admission as a Class "A" Member. A Class "A" Non-Equity member does not own any interest of any kind in the Club's property and assets.

(2) Each Class "A" member, such member's spouse and the immediate unmarried members of their family under the age of 25 years shall be entitled to all of the privileges of the Club. Except as otherwise provided by these by-laws, all Class "A" members in good standing shall have the same rights and privileges with respect to the use of the Club. No Class "A" member or group of Class "A" members shall receive preferential treatment as to membership privileges, dues, minimums or assessments.

(3) Each Class "A" member shall have one vote; except that Class "A" Non-Equity members shall only have one collective vote as a class on any vote held on the sale of the Club's property or assets. Each other Membership class shall have the right to one collective vote per class.

(4) Subject to the provisions of these by-laws, the Board of Directors shall determine what constitutes the requirements for a member to be "in good standing". Such requirements shall apply equally to all members.

(5) The number of Class "A" Equity, Non-Equity, and Provisional members shall be limited to 175. This limit does not include Surviving Spouse, Business Group, and Preview members.

(6) If a Class "A" Equity member dies, the surviving spouse automatically becomes a Class "A" Equity member with all of the rights and responsibilities of the deceased's Class "A" Equity Membership. If a Class "A" Non-Equity member dies, the surviving spouse automatically becomes a Class "A" Non-Equity member with all of the rights and responsibilities of the deceased's Class "A" Non-Equity Membership.

(7) Members that become Class "A" Equity Members after October 31, 2017 shall earn asset ownership rights over a five year period beginning on the date the member becomes a Class "A" Equity Member. The asset membership ownership rights accrue at a rate of twenty-five percent (25%) for the first two years of membership, credited on the Class "A" Equity Member's second anniversary date, and twenty-five percent per year thereafter, credited on each of the Class "A" Equity Member's third through fifth anniversary dates. The Asset Ownership Vested Percentage, the cumulative percentage earned as of the member's last anniversary date, will be 0% at the end of the first year as a Class "A" Equity Member; 25% at the end of the second year; 50% at the end of the third year, 75% at the end of the fourth year; and 100% at the end of the fifth year. There is no accrual for partial years.

B. Surviving Spouse Membership

(1) If the spouse of a deceased Class "A" member (the "Deceased Member") is a member in good standing, such spouse may apply to the Board of Directors for a Surviving Spouse Membership. Upon approval of such an application, the applicant shall pay all of the indebtedness owed by the Deceased Member to the Club in full and surrender his or her Class "A" Membership to the Club without any compensation. A Surviving Spouse member shall have no interest of any kind in the Club's property or assets, but shall have all of the rights and privileges of a Class "A" Non-Equity member, except that such member shall not have the right to an individual vote. The number of Surviving Spouse Memberships shall be unrestricted.

(2) A Surviving Spouse member shall pay 60% of (a) the monthly dues charged to a Class “A” member, (b) any operating assessments levied by the Board of Directors, and (c) the dining room minimums charged to a Class “A” member.

(3) If a Surviving Spouse member remarries, he or she must surrender his or her Surviving Spouse Membership and apply for (a) a Class “A” Equity Membership, if the Deceased Member was a Class “A” Equity member, or (b) a Class “A” Non-Equity Membership, if the Deceased Member was a Class “A” Non-Equity member. If a Class “A” Membership is not available at the time of such application, such application shall have priority over all new (outside) Membership applications. If the Surviving Spouse member applies for a Class “A” Equity Membership, then, upon the approval of such application by the Board of Directors, such member must pay the Club a fee equal to the difference between the Equity Membership Fee for a Class “A” Equity member as of the date upon which such member became a Surviving Spouse member and the Equity Membership Fee for a Class “A” Equity member as of the date such application is approved.

C. Provisional Membership

(1) A person may become a Provisional member by paying the Club an Initiation Fee, in an amount determined by the Board of Directors, and agreeing with the Club in writing to be a Provisional member for a period of time (the “Provisional Period”) determined by the Board of Directors, which period shall not exceed three (3) years. A Provisional member shall have all of the rights and privileges of a Class “A” Non-Equity member, except that a Provisional member shall have (a) no right to an individual vote and (b) no right to withdraw as provided to Class “A” members under Article III, Section 4 of these by-laws. Provisional members will have one collective vote as a class.

(2) During the Provisional Period, a Provisional member shall be subject to monthly dues in an amount determined by the Board of Directors on or before the first day of the Provisional Period. Such amount shall be a percentage (the “Applicable Percentage”) of the monthly dues of the Class “A” members, which percentage shall not be less than 110%. In addition, a Provisional member shall be subject to minimums and operating assessments in amounts equal to those applicable to the Class “A” members. Once established, the monthly dues of a Provisional member shall remain at the Applicable Percentage of the Class “A” members monthly dues throughout the Provisional Period. A Provisional member’s Provisional Period begins the first (1st) day of the month in which he or she becomes a Provisional member.

(3) At least ninety (90) days prior to the end of the Provisional Period, or any extension thereof, a Provisional member, by written notice to the Board of Directors, must elect to do one of the following:

(a) Become a Class “A” Equity or Non-Equity member. If such Provisional member elects to become a Class “A” Equity member, he or she must pay to the Club the Equity Membership Fee applicable to a Class “A” Equity Membership as of the first day following the end of the Provisional Period, or any extension thereof; however, any Initiation Fee paid by such Provisional member shall be credited against such Equity Membership Fee; or

(b) Surrender his or her Provisional Membership to the Club at no cost or expense to either the Provisional member or the Club, or

(c) Request the Board of Directors to extend his or her Provisional Membership for a one year period, such extension to be at the sole discretion of the Board of Directors.

(4) If a Provisional member fails to make such election within the time required, such member shall be deemed to have elected to surrender his or her Provisional Membership to the Club, in accordance with subparagraph (3)(b) above.

(5) If a Provisional member dies during the Provisional Period, or any extension thereof, such Provisional member's surviving spouse automatically becomes the Provisional member. However, the surviving spouse of a deceased Provisional member may surrender the Provisional Membership at any time during the Provisional Period, by written notice to the Club. Such termination shall be effective as of the last day of the month in which written notice of termination is received by the Club.

(6) The availability of Provisional Memberships shall be at the discretion of the Board of Directors.

D. Business Group Membership

(1) A corporation, partnership, sole proprietorship, LLC, PLLC, association or other for profit or not for profit entity (each a "Business Group") that is able to show evidence of its legal existence, if requested by the Board of Directors, may become a Business Group member by agreeing with the Club in writing to be a Business Group member for a period of time (the "Business Group Membership Period") determined by the Board of Directors, which period shall not exceed one (1) year. Upon the expiration of the Business Group Membership Period, the Business Group Membership may be renewed at the sole and absolute discretion of the Board of Directors. A Business Group member shall own no interest of any kind in the Club's property or assets.

(2) On or before the first day of the Business Group Membership Period, the Business Group member shall designate three (3) individuals associated with it who shall be entitled to all of the privileges of the Club. During the Business Group Membership Period, the Business Group shall pay monthly dues equal to two (2) times the monthly dues charged to a Class "A" member and dining room minimums equal to one and one-half (1.5) times the dining room minimums charged to a Class "A" member. During the Business Group Membership Period, upon a written request to, and the approval of, the Board of Directors, which approval may be withheld by the Board of Directors for any reason, a Business Group member may designate additional individuals associated with it who shall be entitled to all of the privileges of the Club. For each additional individual so designated and approved by the Board of Directors, the monthly dues and dining room minimums charged to such Business Group member shall increase proportionately. The Business Group member shall maintain a credit card on file.

(3) Except as otherwise provided by these by-laws, each Business Group member in good standing shall have equal rights and privileges. No Business Group member or group of Class "A" members shall receive preferential treatment as to membership privileges, dues, minimums, or assessments. Business Group members will have one collective vote per as a class

E. Preview Membership

(1) At the discretion of the Board of Directors, a person who has not previously been a Club member with golf club privileges and who meets the qualifications for membership as a Class “A” member or a Class “B” member may become a Class “A” Preview member or a Class “B” Preview member, as the case may be, by agreeing with the Club in writing to be a Preview member for a period of time (the “Preview Period”) determined by the Board of Directors, which period shall not exceed one (1) year. Except as otherwise provided by these by-laws, a Preview member in good standing shall have equal rights and privileges with all other regular members of the same Class or category of Class. A Preview member does not own any interest of any kind in the Club’s property or assets and has no voting rights.

(2) During the Preview Period, the Preview member shall pay such monthly dues as the Board of Directors shall determine, which monthly dues shall not be less than 50% of the monthly dues then in effect for regular members of the same Class or category of Class, and such dining room minimums, if any, as the Board of Directors shall determine. A Preview member shall be required to maintain a credit card on file with the Club. At the end of a Preview member’s preview period, his or her Preview membership will expire.

F. Class “B” Members

(1) A Class “B” membership must fall into one of the categories as hereinafter described. Each Class “B” membership shall be issued at the discretion of the Board of Directors and shall not be transferable except as provided for in these by-laws.

(2) A Class “B” membership shall not entitle the member to any property rights in the Club, nor the right to an individual vote, and it shall provide the member with only limited rights and privileges of the Club as defined below. Class “B” members shall be subject to dues as determined by the Board of Directors and these by-laws.

(3) Except as otherwise provided, the rights and privileges of each category of Class “B” memberships shall be determined by the Board of Directors. The Board of Directors may review and alter said rights and privileges at any time such action may seem advisable. Any Class “B” member's application to return to Class “A” status will have a priority over all new (outside) membership applications.

(4) Class “B” memberships include the following categories:

(a) Class B Honorary Membership

This category of membership may be awarded to any person who has made an outstanding contribution, either to the Club or the community, and such membership will include the use of all of the Club facilities.

(b) Class B Inactive

This category of membership may be awarded, at the sole and absolute discretion of the Board of Directors, in cases of extreme hardship caused by situations beyond the member’s control which are temporary by nature. A Class “A” member in good

standing may petition the Board of Directors, in writing, to have his or her membership transferred to a Class “B” Inactive status. An application form must be signed by the petitioning member which allows the Club to sell his or her membership and retain the money from that sale to purchase a Class “A” membership for the Inactive Member when he returns to Class “A” status (no sooner than 12 months). This 12-month period shall be called the “Initial Period”. The Board of Directors may waive any portion of the Initial Period. If the Board of Directors approves the transfer to Class “B” Inactive, said member shall lose all the rights and privileges of his or her Class “A” membership for the Initial Period and be relieved of all dues and minimums during the Initial Period. All outstanding charges must be paid prior to Class “B” inactive status becoming effective. Except as provided herein, at the end of the Initial Period, the Class “B” inactive member shall automatically return to Class “A” membership without any action being required by the member or the Board of Directors. at a cost equal to the total of: (i) all assessments not included in the equity during the inactive period; (ii) any increase in the Class “A” membership fee between the time of transfer to Class “B” status and the time of return to Class “A” status; (iii) any other debt owed by the inactive member to the Club. A Class “B” inactive member may petition the Board of Directors in writing, for an extension of the Initial Period for an additional period not to exceed 12-months (“Extended Period”). The request for an extension must be in writing, signed by the petitioning member and be delivered to the Board of Directors not less than thirty (30) days prior to the expiration of the Initial Period. The granting or denial of a request for an Extended Period shall be at the sole and absolute discretion of the Board of Directors. Any member granted Class “B” inactive status shall sign a document prepared by the Board of Directors acknowledging that the member has been informed that he will automatically return to Class “A” status upon the expiration of the Initial Period or Extended Period with all of the privileges and responsibilities of Class “A” membership.

(c) Class B Intermediate Membership

The number of Class B Intermediate members, when combined with the number of Class B Junior members, shall not exceed thirty (35).

An Intermediate membership shall be available to any person acceptable to the Board of Directors who is between the ages of 33 and 40. An Intermediate member, including his or her spouse and the immediate unmarried members of their family under the age of 25 years, shall have the rights and privileges of a Class “A” member except that an Intermediate member does not own any interest of any kind in the Club’s property or assets and no right to an individual vote.

An Intermediate member shall pay a membership fee to be determined by the Board of Directors, and annual dues, fees, minimums and operating assessments as established annually by the Board of Directors in an amount not to exceed 75% of Class “A” dues, fees, minimums and operating assessments. Intermediate members shall not be subject to capital assessments.

The minimum membership commitment of a Class B Intermediate Member shall be two (2) years. A Class B Intermediate Member who has been a member of the Club for at least two (2) years may withdraw from the Club by giving 90 days written notice

to the Board of Directors. Such membership shall be terminated in the last day of the third month following the withdrawal notice.

A Class B Intermediate member shall automatically convert to a Class A member on the first day of the month following his or her 41st birthday. Within 30 days of the conversion, the member must elect whether to become a Class A Equity or Non-Equity member (if such Non-Equity memberships are being offered). If such member becomes a Class A Equity member, he or she must pay to the Club the Equity Membership Fee applicable to a Class A Equity Membership at that time.

(d) Class B Junior Membership

The number of Class B Junior members, when combined with the number of Class B Intermediate members, shall not exceed thirty (35).

A Junior membership shall be available to any person acceptable to the Board of Directors who is between the ages of 22 and 32. A Junior member, including his or her spouse, shall have the rights and privileges of a Class "A" member except that a Junior member shall have no interest in the assets of the Club and no right to an individual vote.

A Junior member shall pay a membership fee to be determined by the Board of Directors, and annual dues, fees, minimums and operating assessments as established annually by the Board of Directors in an amount not to exceed 50% of Class "A" dues, fees, minimums and operating assessments. Junior members shall not be subject to capital assessments.

The minimum membership commitment of a Class B Junior Member shall be one (1) year. A Class B Junior Member who has been a member of the Club for at least one (1) year may withdraw from the Club by giving 30 days written notice to the Board of Directors. Such membership shall be terminated on the last day of the first month following the withdrawal notice.

A Class B Junior member shall automatically convert to a Class B Intermediate Member on the first day of the month following his or her 33rd birthday.

(e) Life Membership

A Class "A" member in good standing who has been a Class "A" member for twenty-five (25) years or more, and who joined Twin Beach as an equity member before October 31, 2017, may, upon application to the Board of Directors and satisfaction with the remaining provisions of this subsection, become a Life member. The twenty-five (25) year period need not be consecutive. Before a Class "A" member becomes a Life member, such Class "A" member must surrender his or her Class "A" membership to the Club and pay all of his or her indebtedness to the Club in full. The Board may not grant an application for Life Membership if, at the time of such application, the number of Life members is greater than 10% of the number of Class A members. The Board of Directors shall be responsible for tracking applications and awarding such memberships as they become available.

A Life member shall have all of the rights and privileges of a Class "A" member except

that a Life member shall not have an interest in the property of the Club, shall not have the right to an individual vote and shall not be subject to assessments. The annual dues of a Life member shall not exceed 35% of the annual dues of a Class "A" member. If a Life member dies, his or her spouse may assume the deceased's Life membership with all of its rights and responsibilities. Such Life membership shall then be restricted to the exclusive use of such surviving spouse and may not be assumed by any other person for any reason.

(f) Social Membership

A Social Membership is available to individuals, families and businesses. Applicants are to be interviewed by the Membership Committee and Chairman and must be approved by the Board of Directors. Social members, families and guests are entitled to full use of the clubhouse, bar and dining room. Each Social member, family and guests must adhere to all house rules and regulations, including any dress code. Each Social member must pay a deposit, yearly registration fee and meet a monthly minimum while the clubhouse and dining room are open. The amount of the deposit, yearly registration fee and monthly minimums shall be determined by the Board of Directors.

Section 3. A Class "A" Equity member (the "Selling Member") may sell such member's Membership to any person acceptable to the Board of Directors. Upon such sale, the Selling Member shall submit the full sales amount to the Club with the prospective new member's application. If such application is approved, out of the sales proceeds the Club shall retain the transfer fee and the amount of any indebtedness owed by the Selling Member to the Club, if any, and remit any remaining sales proceeds to the Selling Member.

Section 4. A Class "A" member in good standing who has been a Class "A" member for at least two (2) years may withdraw from the Club as follows:

- A. If such member is a Class "A" Equity member, through the sale of such member's Class "A" Equity Membership pursuant to the provisions of Article III, Section 3 of these bylaws:
- B. By giving written notice to the Board of Directors between April 1 and September 30 of any calendar year of such member's intention to withdraw (a "Withdrawal Notice"). The Membership of a Class "A" member giving a Withdrawal Notice shall be terminated as of the last day of the twelfth (12th) month following the month in which the Withdrawal Notice is given provided the withdrawing member has paid all of such member's outstanding indebtedness to the Club in full. Any Withdrawal Notice given between October 1 and the immediately following March 31, shall be deemed to have been given on the April 1 immediately following the giving of the Withdrawal Notice.
- C. Pursuant to a withdrawal policy established by the Board of Directors.
- D. A Class "A" member who has submitted a Withdrawal Notice may rescind the Withdrawal Notice any time prior to the effective date such member's Membership terminates by paying to the Club a fee in an amount to be determined annually by the Board of Directors, which fee shall not be less than \$500.00 and submission of a written notice that he or she rescinds his or her Withdrawal Notice.

ARTICLE IV VOTING RIGHTS

Section 1. Voting shall be either by written ballot forwarded to each member in good standing by U.S. mail, by an electronic voting process approved by the Board of Directors and distributed by electronic mail, or at membership meetings, either regular annual meetings or special meetings called for this purpose. Written notice of the time and place of such meetings must be given the members at least ten (10) days before such meetings by U.S. Mail or electronic mail. Written notice may be included in the monthly Club publication. Voting shall not be by proxy. Any issue shall be deemed to have carried if it wins a simple majority of votes cast, except amendments to the by-laws and a total sale of the real and personal property of the Club, which requires a two thirds (2/3) majority of votes cast.

Section 2. Whether a vote shall be by written ballot distributed to each member, an electronic voting process or shall be held at an open membership meeting, shall be determined by the Board of Directors, except the following issues which must be decided by written ballot or electronic voting process sent to each member:

- A. Change in by-laws.
- B. Any mortgaging of the assets of the Club.
- C. A total sale of real and personal property.
- D. Election of members of Board of Directors.
- E. Any assessment of the members for sums other than regular dues in excess of one month's dues per member, per year.

Section 3. The President, prior to each vote requiring written ballots, shall appoint three or more election supervisors from Class "A" members who are not currently holding any elective office, to count the votes and to certify the election.

ARTICLE V SUSPENSION AND REVOCATION OF MEMBERS

Section 1. Upon a decision of the Board of Directors, a membership may be suspended or revoked for cause. Such causes include, but are not limited to:

- A. Violating of rules and regulations of the Club.
- B. Willful disregard of the rights of other members or their guests.
- C. Obscene or offensive conduct while on Club property.
- D. Abuse or misuse of Club property.
- E. False statements of fact made on a membership application.
- F. Failure to pay indebtedness to the Club.

Section 2. Upon a decision of the Board of Directors to suspend or revoke a membership, the Board of Directors shall notify the member, by certified letter with return receipt, of the suspension or revocation and the reasons therefore. The letter shall advise the member to appear at a hearing before the Board of Directors, which will be between ten (10) and thirty (30) days after mailing or presentation of such a letter. The letter will also advise him that his or her privileges at the Club are suspended immediately, and that he will not have access to the clubhouse or golf course during suspension. The member will be deemed to have been notified of the hearing and the suspension upon the arrival of a return receipt (refused or accepted) for the certified letter. After such hearing, if the member has corrected the problem to the satisfaction of the Board of Directors, the suspension may be rescinded and his or her privileges restored. If the member fails to appear at the hearing or fails to convince the Board of Directors that the problem is corrected, the Board of Directors may, but shall not be required to, revoke said membership upon a vote of two-thirds (2/3) of the members of the Board of Directors. If the Board of Directors revokes said membership, the revoked member immediately forfeits all rights and privileges of membership, and the revoked member shall not be entitled to any compensation for his or her membership. If the Board of Directors elects not to revoke said membership, the member shall remain suspended until such time as the Board of Directors is convinced that the suspension should be lifted and the member returned to full privileges. Regular dues and assessments will be collected for the time of suspension; however minimums will be waived for the period of suspension.

ARTICLE VI MEETING OF MEMBERS

Section 1. Meetings of the Members shall be held in the County of Oakland, State of Michigan, either at the Clubhouse or at such other place and such time as the Board of Directors shall designate.

Section 2. At such meetings, the President shall preside. If unable to do so, the Vice-President shall preside. If neither can serve, then the Board of Directors shall choose a presiding officer. Voting shall be by 'Voice Vote' provided that before the vote any member may request a written ballot. Twenty percent (20%) of the active Class "A" members other than the Board of Directors shall constitute a quorum. The conduct of the meeting shall observe the generally accepted "Roberts Rules of Order".

Section 3. One annual meeting shall be held each Spring. The "Annual Meeting" shall be held on or about May 1st for the purpose of discussing the plans and budget for the year, and for other pertinent business. At the "Annual Meeting" each member will be given a complete financial report on the operation of the Club during the previous year. After the meeting, additional copies will be available in the club office.

Section 4. Other special meetings may be called at any time by action of the Board of Directors, or upon written request given to the Club Secretary by twenty-five (25) Class "A" members in good standing.

Section 5. Notices of all meetings shall be mailed by U.S. Mail or electronic mail by the Club Secretary to each member at his or her last known street address or e-mail address as shown by the records of the Secretary at least ten (10) days prior to such meeting. This can be accomplished by including meeting notices in the official monthly Club publication.

ARTICLE VII DIRECTORS

Section 1. The Board of Directors shall be chosen from among the Class “A” members in good standing and their spouses. A member and spouse cannot serve concurrently.

Section 2. The number of Directors shall be nine (9).

Section 3. The Board of Directors shall be elected by the members in good standing. All directors shall be elected for three (3) year terms unless elected to fill unexpired term(s) of previous director(s). Election to a full or partial term shall be based on the plurality of votes received. The full term vacancies shall be filled by the three candidates receiving the most votes and partial term vacancies shall be filled by candidates receiving the next highest number of votes. No Director shall serve for more than six (6) consecutive years.

Section 4. The President shall appoint a member of the Board of Directors as Chairman of the Nominating Committee, and each year, at the July Board of Directors meeting, said Chairman shall present a nominating committee to the Board of Directors, for their approval. This committee shall consist of three (3) Class “A” members who are past Directors of the Club, and three (3) Class “A” members who have never held any elective office of the Club. This nominating committee shall nominate two or more eligible Class “A” members for each vacancy or expiring term of the members of the Board of Directors. Nominations may also be made by petition signed by ten (10) or more Class “A” members. All nominations shall be reported to the Club Secretary at least thirty (30) days prior to the scheduled election date.

Section 5. The Board of Directors shall fill any vacancies on the Board, and the appointee shall hold office until October 31 next, at which time a newly elected member will serve for the remainder of the original unexpired term.

Section 6. The term of office for a Director shall begin November 1st following his or her election.

Section 7. The Board of Directors is hereby vested with full and complete management and control of the business and property of the Club including the right to impose operating assessments not to exceed one month’s dues per member, per year, except as otherwise limited herein.

Section 8. A member of the Board of Directors may be removed from office for cause by a two-thirds (2/3) majority decision of the entire Board of Directors including the President, or by a simple majority vote of the members voting to remove said Board Member on a written ballot conducted specifically for that purpose. The recall election is required within 30 days of the receipt of a petition with 60 validated Class “A” member’s signatures.

ARTICLE VIII MEETINGS OF THE DIRECTORS

Section 1. The Board of Directors for the coming year, prior to November 1st of the election year, shall meet and elect from among their members, a President, Vice-President, Secretary and Treasurer who shall hold office for one (1) year beginning November 1st. These shall be known as the Executive Board, and shall be available to assist the President in any matter he so desires.

Section 2. Regular meetings of the Board of Directors shall be held at least once a month at such place and time as the President shall determine. Seven (7) days' notice shall be given to each member of the Board by mail, e-mail or telephone, unless waived. Any Director shall be deemed to have waived notice by attendance at any meeting.

Section 3. If a member of the Board of Directors fails to attend three (3) successive meetings of said Board, then the Board shall have the power to remove him from office, and appoint another Class "A" member in good standing to fill the vacancy, as provided for under partial term vacancies, Article VII, Section 3.

Section 4. Special meetings may be called by the President at any time, by giving notice by mail, e-mail or telephone to each member of the Board of Directors.

Section 5. A majority of the Board of Directors shall constitute a quorum for the transaction of business. Any question coming before the Board shall be determined by a majority of those present.

ARTICLE IX DISTRIBUTIONS TO MEMBERS IN LIQUIDATION

Section 1. If the members of the Club vote to approve a total sale of the real and personal property of the club, as provided in Article IV of these bylaws, and to subsequently dissolve the Club, the net proceeds, after payment of all liabilities and obligations of the Club, shall be distributed to the members of the Club solely in accordance with this Article.

Section 2. Definitions: The following terms as used in this Article shall have the meaning set forth below:

- A. "Liquidation Event" – The sale or exchange of all, or substantially all, of the real and personal property of the Club for the purpose of dissolving the Club, as approved by an affirmative vote by the Members of the Club.
- B. "Vested Units" - Class "A" Equity Members earn asset ownership rights over a five-year period beginning on the date the member becomes a Class "A" Equity Member, as more fully described in Article III, Section 2, Paragraph A(7) (the "Vesting Provision").
 - a. A member that has a fully vested ownership interest will be deemed to own one (1) vested unit.
 - b. A member that has not fully earned asset ownership rights in accordance with the Vesting Provision will be deemed to own a partial unit based on the percentages described in the Vesting Provision.
 - c. The "Total Vested Units" is the sum of the units computed in paragraphs a. and b. of this provision.
- C. "Vested Unit Computation Date" – The date on which the number of vested units will be determined. The computation will be performed as of the date when both the Liquidation Event transaction has closed and the Club has ceased operating as a golf club.

Section 3. Payment Priority: - The property or assets of the club available for distribution upon the occurrence of a Liquidation Event shall be paid in the following order:

- A. All liabilities and other obligations of the Club, including:
- a. Amounts dues under secured debt obligations, including any unpaid mortgage on the real property, the bank line of credit, and any other secured obligations
 - b. Any assets held that are restricted as to use for charitable purposes shall be donated to a qualified 501(c)(3) organization whose purpose is consistent with the restricted purpose of the funds.
 - c. Amounts payable to unsecured creditors, including vendors, suppliers, employees, and taxing authorities incurred during the operation of the Club
 - d. Amounts that are or will be due for expenses incurred or to be incurred as a result of the Liquidation Event and subsequent dissolution.
 - e. Principal amounts then outstanding on any bonds, debentures or other indebtedness owing to any member or former member (unless by their terms such bonds or debentures exclude payment upon such dissolution, liquidation or distribution), plus any unpaid interest due on such indebtedness in accordance with the provisions of such principal obligation.
- B. Return of Certain Initiation Fees –
- a. Class A Equity members that joined the Club in the two (2) years prior to the Vested Unit Computation Date and earned zero vested units under the Vesting Provision will be entitled to the refund of any Initiation Fees or Transfer Fees paid in connection with joining the Club.
 - b. Initiation Fees paid in the two (2) years prior to the Liquidation Event by any member in the following membership categories will be refunded:
 - i. Class A Equity Non-Equity
 - ii. Provisional
 - iii. Business Group
 - iv. Class B Intermediate
 - v. Class B Junior
- C. Distributions to Class A Equity Members holding Vested Units – The net cash available after payments made under paragraphs A and B of this sections will be distributed to the Class A Equity Vested Unit holders. The value of each Unit will be determined by dividing the net cash available for distribution by the Total Vested Units.

Section 4. Other Provisions Related to Distributions

- A. If a member is not in good standing at the time of the Liquidation Event (i.e. has an unpaid balance due to the Club for dues, assessments or other charges) he or she shall not qualify for a distribution unless he/she is restored to good standing by action of the Board of Directors on petition made within two months after the Liquidation Event, which petition shall include the petitioner's consent that the petitioner's Equity Distribution, if any, be

charged with the amount of any unpaid dues and assessments and penalties thereon for which such member may then be in arrears.

- B. With respect to distributions to members that are married, the right to a liquidating distribution shall be held by the member who signed the membership agreement. If both married members signed the membership agreement, the distribution will be split 50/50 between the two members. This provision with respect to the equity rights of a married couple may be superseded by an election signed by both spouses and filed with the Club within 60 days of the Liquidation Event and prior to the distribution.
- C. In any situation not covered by the provisions of this Article, or if these provisions are unclear, then the amount and manner of any distribution under this Article shall be determined by the Board of Directors and such determination shall be final and not subject to review.

ARTICLE X COMMITTEES

Section 1. All Committees, with the exception of the Greens and the Long Range Planning, shall serve until their successors are appointed and shall be under the control of the Board of Directors. All Chairmen shall be members of the Board of Directors and shall appoint, subject to approval of the Board of Directors, the members of their respective committees, in accordance with the by-laws as herein provided. All committees shall be presided over by the Chairman who shall call such meetings upon no less than three (3) days' notice, unless waived. A majority of said committee shall constitute a quorum. Records of action taken at all committee meetings shall be kept by the Chairman or his or her representative who shall furnish a copy thereof to the Board of Directors. All Committee reports shall become part of the Club records.

Section 2. The Greens Committee shall consist of at least three (3) members. One new member shall be appointed for a three (3) year term. He will serve along with two (2) incumbent members, one with two (2) years remaining and one (1) with one (1) year. Should either of the incumbent members choose not to serve, the Chairman shall fill the vacancy. Additional members may be appointed for a one (1) year term if desired. The Greens Committee shall direct the affairs of the golf course and grounds under the direction and control of the Board of Directors.

Section 3. The House Committee shall consist of at least two (2) members, and shall direct the affairs of the Clubhouse, other buildings appurtenant thereto, equipment, supplies, and personnel, all under the direction and control of the Board of Directors.

Section 4. The Golf Committee shall consist of at least three (3) members and shall direct the affairs of all golfing activities, related buildings, golfing equipment and personnel under the direction and control of the Board of Directors.

Section 5. The Membership Committee shall consist of at least three (3) members and shall direct all affairs relating to membership, under the direction and control of the Board of Directors. Their duties shall include, but not be restricted to, interviewing prospective members and explaining the rules of the golf course and clubhouse to new members.

Section 6. The Finance Committee shall consist of at least three (3) members, one of whom shall be the Club Treasurer, who will be its Chairman, and one other appointee shall be a member of the Board of Directors. It shall be the responsibility of the Finance Committee to direct all affairs of the Club relating to finance, to assure a sound and equitable fiscal program under the direction and control of the Board of Directors.

Section 7. The Social Committee shall consist of at least three (3) members and shall direct the affairs of all social activities under the direction and control of the Board of Directors.

Section 8. There shall be, at all times, a Long Range Planning Committee which, in addition to the chairman (a member of the Board of Directors), shall consist of three members appointed by the Chairman and approved by the Board of Directors. The terms of office of the original committee shall range from one to three years. Each year thereafter one member shall be appointed by the Chairman, and approved by the Board of Directors, for a period of three years. Any vacancy on the committee shall be filled in the same manner.

The committee shall have the responsibility of anticipating future requirements and improvements and preparing a plan for implementation. This plan shall be prepared on a rolling three year basis, with a new third year segment prepared each year as the past year plan is removed. The initial three-year plan and each successive third-year plan shall be approved by the Board of Directors prior to submitting to the membership for vote, if a vote is needed. The plan is to be prepared and submitted to the Board of Directors in writing, by the February Board of Directors meeting of each year.

ARTICLE XI DUTIES OF OFFICERS

Section 1. The President shall preside at all meetings of the Board of Directors and of the members, and shall perform such other duties as shall be ordered by the Board of Directors. The President shall only vote on a motion to break a tie.

Section 2. The Vice-President shall act in the place and stead of the President during his or her absence or inability to act, shall be ex-officio a member of all committees appointed by the Board of Directors, and shall perform such other duties as shall be ordered by the Board of Directors.

Section 3. The Secretary shall have custody of the books and records of the Club, shall keep a record of all meetings of the Board of Directors and of the members, shall be custodian of the seal, shall keep a complete record of the names and addresses of the members, and shall perform such other duties as shall be ordered by the Board of Directors.

Section 4. The Treasurer shall attend to the finances of the Club and have custody of all funds. Such funds shall be deposited in the Club name, in banks designated by the Board of Directors. Checks drawn on such funds are to be signed by the Treasurer and/or such Officers as the Board of Directors shall direct. The Treasurer shall also be Chairman of the Finance Committee and shall perform such other duties as shall be ordered by the Board of Directors.

ARTICLE XII DUTIES OF MEMBERS

Section 1. It shall be the duty of each member to keep the Secretary informed as to his or her address. All notices mailed to such address, with postage prepaid, shall be considered as full notice as of the date of mailing. Any person failing to designate his or her address shall be deemed to have waived such notice.

Section 2. A member is required to observe rules and regulations as set forth in these by-laws, or as established by the Board of Directors. He is responsible for all dues and assessments levied against him, from the time he becomes a member until his or her membership is sold or other approved disposal is made. Members are responsible for the actions of their guests. Nothing in these by-laws requires the Club to purchase a membership, nor do they allow a member, by the act of resigning, to avoid any of the foregoing responsibilities.

ARTICLE XIII MISCELLANEOUS

Section 1. The Seal impressed hereon shall be the Seal of the Club.

Section 2. The fiscal year of the Club shall end on the 31st day of October in each year.

Section 3. It shall be the policy of the Board of Directors to fully inform the Class "A" members of decisions of the Board of Directors, of the rules and regulations of the Club, of the activities of the various operating committees, and of the functions of the Club both by means of publication mailed to each member at regular intervals, and by posting in the clubhouse.

Section 4. Each member shall be provided with a copy of the Club by-laws and amendments and changes thereto, and a copy of other rules and regulations, and a list of members at such intervals as shall be determined by the Board of Directors.

Section 5. Every person who is now a member of this Club, or who hereafter shall become a member, shall be deemed to assent to these by-laws.

Section 6. There shall at all times be maintained a Capital Improvement Fund as a part of Club finances. Income to this fund shall be from membership transfer fees, and any other income or grants specified to be for Capital Improvements only. Expenditures in the fund shall not be used for the budgeted operating expenses of the Club, but only for Capital Improvements as approved by the Board of Directors.

ARTICLE XIV INDEMNIFICATION

The Club shall indemnify each member of the Board and each officer of the Club at any time in office, whether prior or subsequent to the adoption of this by-law, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director or officer of the Club, against expenses (including legal fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted

in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Club, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself, create a presumption that the person did not act in good faith and in a manner in which he reasonably believed to be in or not opposed to the best interest of the Club; and, with respect to any criminal action or proceeding, shall not have had reasonable cause to believe that his or her conduct was unlawful.

The foregoing provision shall not obligate the Club to indemnify any person for the amount paid pursuant to any settlement, unless such settlement is first approved by the Board of Directors.

The foregoing right of indemnification shall not preclude any indemnification of any such director or officer, or any employee or other person acting for or in the interest of the Club, to which such director, officer, employee or other person may be entitled by law or by virtue of any document or agreement, or which may be legally provided or afforded by or under any action by the members and/or directors of this Club. All rights of indemnification shall inure to the benefit of the heirs, executors and administrator of the person involved.