

**BYLAWS  
of and for  
INTERLACHEN COUNTRY CLUB**

**ARTICLE 1**

*General*

**Section 1.1 - APPLICABILITY**

These Bylaws shall apply to all Members and Affiliates and shall constitute a binding agreement between the Club and the Members and Affiliates. All Members and Affiliates shall be bound by these Bylaws and all amendments hereto and shall continue to be bound by these Bylaws and all amendments hereto until no further obligations between the Club and such Member or Affiliate remain outstanding, which shall include the later of such time that the Member or Affiliate either: (1) resigns with their Club Account in good standing with no monies being owed for Equity Fees, Annual Dues, and Club Charges *and* receives his/her Equity Refund (if due an Equity Refund); (2) resigns and pays all Equity Fees, Annual Dues, and Club Charges which are due on his/her Club Account *and* receives his/her Equity Refund (if due an Equity Refund); (3) is expelled with their Club Account in good standing with no monies being owed for Equity Fees, Annual Dues, and Club Charges *and* receives his/her Equity Refund (if due an Equity Refund); (4) is expelled and pays all Equity Fees, Annual Dues, and Club Charges which are due on his/her Club Account *and* receives his/her Equity Refund (if due an Equity Refund); or (5) resigns or is expelled and reaches a written settlement with the Club regarding any outstanding issues or claims related to his/her Equity Fees, Annual Dues, Club Charges, Club Account, and/or Equity Refund.

**Section 1.2 - OFFICES**

The principal office of the corporation, Interlachen Country Club, Inc., a Florida not for profit corporation, shall be located at 2245 Interlachen Court, Winter Park, Florida 32792. The Club may have such other offices within the State of Florida as the business of the Club may require from time to time.

**Section 1.3 - PURPOSE**

The purpose of the Club is to operate as a private social club for the social and recreational benefit of its Members and Affiliates, as defined below. No part of the Club's net earnings shall inure to the benefit of any Member, Affiliate, officer or director of the Club.

**Section 1.4 - ACCESS**

To preserve the unique character and inherent private nature of the Club, access is permitted only through the Interlachen Court entrance (from Lake Howell Road). No other access, pedestrian, vehicular, or otherwise, is permitted for any reason.

**ARTICLE 2**

*Definitions*

- A. **“Adult”**. The term “Adult” shall mean anyone twenty-one (21) years of age or older.
- B. **“Affiliate”**. The term “Affiliate” shall mean any Person joining the Club in a category other than as a Member. Affiliates do not have any Equity in the Club. An Affiliate who has paid an Equity Assessment has Contingent Equity in the Club. When an Affiliate pays the full amount of the Membership Fees the Affiliate will become a Member subject to the terms of these Bylaws.
- C. **“Annual Dues”**. The term “Annual Dues” shall mean the dues assessed by the Club each year for all Affiliates and Members regardless of how or when paid.
- D. **“Annual Meeting”**. The term “Annual Meeting” shall have the same meaning as set forth in Article 4, Section 4.1.
- E. **“Applicant”**. The term “Applicant” shall have the meaning set forth in Article 3, Section 3.18 and refers to a former Member or Affiliate seeking reinstatement of Membership.
- F. **“Application”**. The term “Application” shall have the meaning set forth in Article 3, Section 3.14 and refer to the confidential application for Membership by a Nominee.

G. **“Art Committee”**. The term “Art Committee” shall have the meaning set forth in Article 8, Section 8.3(K).

H. **“Assessments”**. The term “Assessments” means any annual charges by the Club necessary or appropriate for any deficit reduction or other financial need of the Club as are determined by the Board in accordance with Article 5, Section 5.2, but which shall not become part of the Equity of a Member or Affiliate.

I. **“Board”**. The term “Board” shall mean the Board of Directors of the Club.

J. **“Bylaws”**. The term Bylaws means these Bylaws including all amendments or modifications made to these Bylaws.

K. **“Business Transfer”**. The term “Business Transfer” shall have the meaning as used in Article 3, Section 3.16(D).

L. **“Children”**. The term “Children” shall mean all natural, adopted, or stepchildren of a Member or Affiliate or a Member or Affiliate’s Spouse or Significant Other.

M. **“Club”**. The term “Club” shall have the meaning set forth in Article 1 and shall include the legal entity Interlachen Country Club, Inc., the Clubhouse, all of the Facilities, and any adjacent and contiguous real property of the Club located at 2245 Interlachen Court, Winter Park, Florida 32792.

N. **“Club Charges”**. The term “Club Charges” means all charges incurred by or on account of a Member or Affiliate for food, drinks, merchandise, goods, guest fees, penalties, and use of the Club’s services and/or Facilities, including all Assessments, monthly minimums, late fees, interest charges, and other indebtedness to the Club, but does not include Annual Dues, Equity Assessments, or Equity Fees.

O. **“Club Account”**. The term “Club Account” means a Member’s or Affiliate’s account with the Club to which Equity Fees, Annual Dues, and Club Charges are billed and/or invoiced.

P. **“Clubhouse”**. The term “Clubhouse” shall mean the building located at the Club’s primary location of 2245 Interlachen Court, Winter Park, Florida 32792, which houses the dining rooms, function areas, private dining rooms, bar, veranda, kitchen, and administrative offices of the Club.

Q. **“Clubhouse Affiliate”**. The term “Clubhouse Affiliate” shall have the meaning set forth in Article 3, Section 3.13.

R. **“Clubhouse Member”**. The term “Clubhouse Member” shall have the meaning set forth in Article 3, Section 3.12.

S. **“Contingent Equity”**. The term “Contingent Equity” shall mean the amount of any Equity Assessments paid by an Affiliate, which shall become Equity after the Affiliate has paid all of the Membership Fees required to become a Member.

T. **“Designated Holidays”**. The term “Designated Holidays” shall have the meaning set forth in Article 9.

U. **“Director”**. The term “Director” shall mean a member of the Board.

V. **“Eligible Affiliate”**. The term “Eligible Affiliate” shall have the meaning set forth in Article 3, Sections 3.4 and 3.9, and refers to a Junior Golf Affiliate that has reached the age of forty-five (45) or Junior Tennis/Social Affiliate that has reached the age of thirty-six (36), paid all Membership Fees, but is prevented from becoming a Golf Member or Tennis/Social Member because the Club already has the maximum amount of Golf Members and Affiliates or Tennis/Social Members and Affiliates allowable under these Bylaws.

W. **“Equity” or “Equity Fee”**. The term “Equity Fee” or the term “Equity” shall mean those monies paid by a Member that will be returned to that Member when that Membership is terminated, subject to the terms of Article 3 and Article 5, Section 5.3, and shall include Equity Assessments.

X. **“Equity Assessments”**. The term “Equity Assessments” means any charges by the Club necessary or appropriate for any deficit reduction or other financial need of the Club as determined by the Board in accordance with Article 5, Section 5.2, and which shall become part of the Equity of a Member and shall become Contingent Equity of an Affiliate and become Equity after the Affiliate has paid all of the Membership Fees required to become a Member.

Y. **“Equity Refund”**. The term Equity Refund shall mean that portion of Equity Fees that a Member has paid which are subject to being refunded to the Member upon resignation or expulsion which refund is subject to the provisions of these Bylaws, including all forfeiture provisions herein.

Z. **“Executive Committee”**. The term “Executive Committee” shall have the meaning set forth in Article 8, Section 8.3(A).

AA. **“Facilities”**. The term “Facilities” shall mean the Clubhouse, Golf Course, Practice Ranges, Tennis or Swimming Facilities, Fitness Center, Tennis Courts, Locker Rooms, Pro Shops, Cart Barn, Pool/Cabana, Parking Lot and other such property and facilities as the Board may make available from time to time.

BB. **“Family”**. The term “Family” shall mean (1) the Spouse of a Member or Affiliate, or (2) Significant Other of a Member or Affiliate, and (3) any unmarried Children of such Member, Affiliate, Spouse, or Significant Other, which Children are under the age of twenty-six (26). The Family of a Member or an Affiliate shall be allowed to use the Facilities upon terms and conditions as established by the Board from time to time.

CC. **“Finance Committee”**. The term “Finance Committee” shall have the meaning set forth in Article 8, Section 8.3(B).

DD. **“Fitness Center”**. The term “Fitness Center” shall mean those areas used for aerobic and anaerobic training, containing weight machines, free weights, treadmills, and other exercise equipment.

EE. **“Founding Golf Member”**. The term “Founding Golf Member” shall mean a Golf Member who joined the Club prior to August 15, 1983.

FF. **“General Manager”**. The term “General Manager” shall mean the Person employed by, and serving at the will of, the Board to act as Chief Operating Officer of the Club. The General Manager is responsible for all management functions, including the day-to-day operations of the Facilities, supervision of the employees, maintenance of Membership records and such other duties as may be designated by the Board from time to time. The General Manager is directly responsible and accountable to the Board.

GG. **“Golf Affiliate”**. The term “Golf Affiliate” shall have the meaning set forth in Article 3, Section 3.3 and includes Affiliates which were formerly known as Limited Golf Affiliates.

HH. **“Golf Committee”**. The term “Golf Committee” shall have the meaning set forth in Article 8, Section 8.3(C).

II. **“Golf Equity Refund List”**. The term Golf Equity Refund List means the list of former Golf Members or former Non-Resident Golf Members awaiting an Equity Refund as provided for in Article 3, Section 3.17.

JJ. **“Golf Member”**. The term “Golf Member” shall have the meaning set forth in Article 3, Section 3.2.

KK. **“Greens Committee”**. The term “Greens Committee” shall have the meaning set forth in Article 8, Section 8.3(D).

LL. **“Honorary Member”**. The term “Honorary Member” shall have the meaning set forth in Article 3, Section 3.2.

MM. **“House Committee”**. The term “House Committee” shall have the meaning set forth in Article 8, Section 8.3(E).

NN. **“Human Resource Committee”**. The term “Human Resource Committee” shall have the meaning set forth in Article 8, Section 8.3(F).

OO. **“Initiation Fees”**. The term “Initiation Fees” shall mean an amount determined by the Board from time to time for each category of Membership required for admission into the Club, which will not be returned to a Person whose Membership is terminated for whatever reason.

PP. **“Installment Plan”**. The term “Installment Plan” shall mean one or more Board-approved or pre-approved schedules of payment for a Member or Affiliate to pay Initiation Fees, Equity Fees, Assessments, Equity Assessments, and/or Annual Dues over a fixed period of time.

QQ. **“Junior Golf Affiliate”**. The term “Junior Golf Affiliate” shall have the meaning set forth in Article 3, Section 3.4.

RR. **“Junior Tennis/Social Affiliate”**. The term “Junior Tennis/Social Affiliate” shall have the meaning set forth in Article 3, Section 3.9, and includes Affiliates which were formerly known as Junior Social Affiliates.

SS. **“Long-Range Planning Committee”**. The term “Long-Range Planning Committee” shall have the meaning set forth in Article 8, Section 8.3(G).

TT. **“Meeting”**. The term “Meeting” shall mean any Annual Meeting or Special Meeting.

UU. **“Member”**. The term “Member” shall mean any Person having Equity in the Club. A Person cannot become a Member until the amount of the initial Equity as set by the Board is paid in full

VV. **“Membership”**. The term “Membership” shall mean the status that allows a Member or Affiliate to use some or all of the Facilities of the Club, or, as the context may allow, the corporate body composed of the Members and the Affiliates. All Members or Affiliates have a Membership in the Club. There shall be only one (1) Membership per Member or Affiliate. Membership shall not be issued in joint names and is not divisible.

WW. **“Membership Committee”**. The term “Membership Committee” shall have the meaning set forth in Article 8, Section 8.3(H).

XX. **“Membership Fees”**. The term “Membership Fees” shall mean an amount determined by the Board from time to time for each category of Membership required for admission into the Club as a Member. The Membership Fee is made up of the Initiation Fee, which is not refundable, and the Equity Fee, which will be refunded, subject to the terms of Article 3 and Article 5, Section 5.3, upon termination of Membership, unless otherwise determined by the Board or forfeited as hereinafter described. The Board will determine which portion, if any, of the Membership Fees are Equity Fees. The Membership Fees may be different for different categories of Members or Members joining the Club at different times.

YY. **“Nominating Committee”**. The term “Nominating Committee” shall have the meaning set forth in Article 8, Section 8.3(I).

ZZ. **“Nominee”**. The term “Nominee” shall have the meaning set forth in Article 3, Section 3.14(A).

AAA. **“Non-Resident Golf Member”**. The term “Non-Resident Golf Member” shall have the meaning set forth in Article 3, Section 3.5.

BBB. **“Non-Resident Golf Affiliate”**. The term “Non-Resident Golf Affiliate” shall have the meaning set forth in Article 3, Section 3.6

CCC. **“Non-Resident Tennis/Social Member”**. The term “Non-Resident Tennis/Social Member” shall have the meaning set forth in Article 3, Section 3.10, and includes Members which were formerly known as Non-Resident Social Members.

DDD. **“Non-Resident Tennis/Social Affiliate”**. The term “Non-Resident Tennis/Social Affiliate” shall have the meaning set forth in Article 3, Section 3.11.

EEE. **“Person”**. The term “Person” shall mean any natural Person.

FFF. **“President”**. The term “President” shall mean the President of the Club.

GGG. **“Primary Sponsor”**. The term “Primary Sponsor” shall mean the Member or Affiliate nominating a Nominee for Membership in the Club pursuant to Article 3, Section 3.14.

HHH. **“Rules Committee”**. The term “Rules Committee” shall have the meaning set forth in Article 8, Section 8.3(J).

III. **“Rules and Regulations”**. The term “Rules and Regulations” shall mean the House Rules and Regulations, Golf Rules and Regulations, Tennis Rules and Regulations, Swimming Pool Rules and Regulations, Fitness Center Rules and Regulations, and other such rules, regulations, policies and procedures designated and as may be amended from time to time by the Board.

JJJ. **“Refund List”**. The term Refund List shall mean either the Golf Equity Refund List or Tennis/Social Equity Refund List as is appropriate or applicable.

KKK. **“Secretary”**. The term “Secretary” shall mean the Secretary of the Club.

LLL. **“Senior Equity Exchange”**. The term “Senior Equity Exchange” shall mean the exchange of a Member’s Equity for a lifetime discount upon Annual Dues, Assessments, and Equity Assessments as stated in Article 5, Section 5.4.

MMM. **“Significant Other”**. The term “Significant Other” shall mean a Person designated by an unmarried Member or Affiliate in writing and approved by the Club, who is not related by blood, legal adoption, or marriage to such Member or Affiliate, but who shares, and has shared for at least the immediately preceding twelve (12) months, a very close personal, meaningful and stable relationship with a Member or Affiliate, substantially similar to married partners, and is important and influential to the well-being of such Member or Affiliate.

NNN. **“Special Meeting”**. The term “Special Meeting” shall have the same meaning as set forth in Article 4, Section 4.2.

OOO. **“Spouse”**. The term “Spouse” shall mean the legal wife or husband of a Member or Affiliate.

PPP. **“Tennis Committee”**. The term “Tennis Committee” shall have the meaning set forth in Article 8, Section 8.3(L).

QQQ. **“Tennis/Social Affiliate”**. The term “Tennis/Social Affiliate” shall have the meaning set forth in Article 3, Section 3.8, and includes Affiliates which were formerly known as Limited Social Affiliates or Limited Tennis/Social Affiliates.

RRR. **“Tennis/Social Member”**. The term “Tennis/Social Member” shall have the meaning set forth in Article 3, Section 3.7, and includes Members which were formerly known as Social Members.

SSS. **“Tennis/Social Equity Refund List”**. The term “Tennis/Social Equity Refund List” means the list of former Tennis/Social Members, former Non-Resident Tennis/Social Members, or former Clubhouse Members awaiting an Equity Refund as provided for in Article 3, Section 3.17, and includes the list which was formerly known as the Social Equity Refund List.

TTT. **“Transfer Candidate”**. The term “Transfer Candidate” shall have the same meaning as described in Article 3, Section 3.5, 3.6, 3.10, 3.11, 3.14(F), 3.18(C), and 3.20.

UUU. **“Treasurer”**. The term “Treasurer” shall mean the Treasurer of the Club.

VVV. **“Transfer Eligible Entity”**. The term Transfer Eligible Entity shall have the meaning as described in Article 3, Section 3.25 as applied in Article 3, Section 3.16(D).

WWW. **“Vice President”**. The term “Vice President” shall mean the Vice President of the Club.

XXX. **“Waiting List”**. The term “Waiting List” shall mean the list of each Eligible Affiliate or Transfer Candidate awaiting Membership in a category that already has the maximum amount of Members or Affiliates allowed under these Bylaws and shall be governed by the priority described in Article 3, Section 3.21.

## **ARTICLE 3**

### ***Membership***

#### **Section 3.1. - ELIGIBILITY:**

Any Person 21 years of age or older shall be eligible to apply for Membership in the Club. No Person may become a Member until the Membership Fees are paid in full. No Person may become an Affiliate until an Installment Plan is agreed to for the payment of Membership Fees and the initial installment is paid.

#### **Section 3.2. - GOLF MEMBER:**

A Person will become a Golf Member when that Person: (a) has been invited to become and has agreed to become a Golf Member in accordance with the procedure described in Section 3.14 of this Article 3, and (b) has paid the Membership Fees and Annual Dues (or prorated portion thereof) set by the Board. Golf Members shall abide by these Bylaws and all Rules and Regulations set forth by the Board.

There shall be no more than a total of four hundred (400) Golf Members and Golf Affiliates combined, except the Board may temporarily permit up to four hundred ten (410) Golf Members and Golf Affiliates if necessary to permit invitations to be extended to distinguished individuals. A Golf Member is entitled to attend Membership meetings, to vote, and to serve on the Board in accordance with the terms and conditions set forth in the Bylaws.

A Golf Member is entitled to the use of all Facilities of the Club, including, but not limited to, the golf course (and related facilities), Clubhouse, tennis courts, swimming pool, Fitness Center and grounds upon such terms and conditions as may be prescribed by these Bylaws or by the Board in the Club’s Rules and Regulations.

A Golf Member's Family is entitled to use the Facilities upon the terms and conditions as established by the Board from time to time. A Golf Member shall be responsible for all charges incurred by the Member's Family.

A Golf Member shall pay new Assessments and Equity Assessments which may be paid in accordance with an Installment Plan if approved by Board.

Upon reaching the age of seventy (70) years, a Founding Golf Member may convert his/her Membership category to Honorary Membership status upon giving written notice to the Club that the Golf Member consents to the forfeiture to the Club his/her entire Equity Fees. From the date of receipt of such written notice, the then Honorary Member will have no further obligation to pay Annual Dues described in Article 5, Section 5.1, or Assessments or Equity Assessments described in Article 5, Section 5.2. Honorary Members will have no voting rights, may not serve on the Board, and will not have the right to attend Membership meetings.

### **Section 3.3. - GOLF AFFILIATE:**

A Person will become a Golf Affiliate when that Person (a) has been invited to become and has agreed to become a Golf Affiliate in accordance with the procedure described in Section 3.14 of this Article 3, (b) has agreed to be bound by an Installment Plan for the Membership Fees set by the Board and has paid the initial installment, and (c) has paid the Annual Dues (or prorated portion thereof) set by the Board. Golf Affiliates shall abide by these Bylaws and all Rules and Regulations set forth by the Board.

A Golf Affiliate is entitled to the use of all Facilities of the Club to which a Golf Member is entitled upon such terms and conditions as may be prescribed by these Bylaws or the Board in the Club's Rules and Regulations. A Golf Affiliate's Family is entitled to use the Facilities upon the terms and conditions as established by the Board from time to time. A Golf Affiliate shall be responsible for all charges incurred by the Golf Affiliate's Family.

A Golf Affiliate shall pay the same new Assessments and Equity Assessments as a Golf Member which may be paid in accordance with an Installment Plan if approved by the Board. The amount of the Equity Assessment paid by a Golf Affiliate shall be deemed to be Contingent Equity and shall not be deemed to be Equity until the full amount of the Membership Fees are paid.

A Golf Affiliate may not attend Membership Meetings, vote on Club matters, serve on the Board, or chair any committees or subcommittees of the Club. Upon making all payments of the Membership Fees under the applicable Installment Plan, a Golf Affiliate will become a Golf Member. The Membership of a Golf Affiliate in the Club shall terminate and the balance of the Membership Fees agreed to be paid shall accelerate and become due in full if the Membership Fees are not timely paid.

### **Section 3.4. - JUNIOR GOLF AFFILIATE:**

A Person will become a Junior Golf Affiliate when that Person: (a) has been invited to become and has agreed to become a Junior Golf Affiliate in accordance with the procedures described in Section 3.14 of this Article 3, (b) has agreed to be bound by an Installment Plan for the Membership Fees set by the Board and has paid the initial installment, (c) has paid the Annual Dues (or prorated portion thereof) set by the Board, and (d) is forty-two (42) years of age or less.

A Junior Golf Affiliate is entitled to the use of all Facilities of the Club to which a Golf Member is entitled, upon such terms and conditions as may be prescribed by these Bylaws or the Board in the Club's Rules and Regulations.

A Junior Golf Affiliate's Family is entitled to use the Facilities upon the terms and conditions as established by the Board from time to time. Junior Golf Affiliates shall abide by these Bylaws and all Rules and Regulations set forth by the Board. A Junior Golf Affiliate shall be responsible for all charges incurred by the Affiliate's Family.

A Junior Golf Affiliate may not attend Membership Meetings, vote on Club matters, serve on the Board, or chair any committee or subcommittee of the Club. A Junior Golf Affiliate shall pay the same Assessments and Equity Assessments as a Golf Member which may be paid in accordance with an Installment Plan if approved by the Board, unless the Board determines in its sole discretion that a lesser Assessment or Equity Assessment shall be paid by Junior Golf Affiliates at the time that the Assessment or Equity Assessment is made. The amount of the Equity Assessment paid by a Junior Golf Affiliate shall be deemed to be Contingent Equity and shall not be deemed to be Equity until the full amount of the Membership Fees are paid and the Junior Golf Affiliate becomes a Golf Member.

A Junior Golf Affiliate must pay the balance of the Membership Fees and become a Golf Member prior to reaching the age of forty-three (43) (the "Age Limit"), provided however that if the number of Golf Members and Golf Affiliates at the time the Junior Golf Affiliate reaches the Age Limit is at the maximum allowable under these Bylaws, the Junior Golf Affiliate shall not become a Golf Member until such time as there are less than the maximum amount of Golf Members and Golf Affiliates allowable under these Bylaws and will remain a Junior Golf Affiliate until such time as the Junior Golf Affiliate is offered and accepts an opportunity to become a Golf Member in accordance with these Bylaws.

A Junior Golf Affiliate who reaches the Age Limit and has paid the balance of the Membership Fees required to become a Golf Member at a time when the Club already has the maximum amount of Golf Members and Golf Affiliates allowable under these Bylaws shall be deemed an Eligible Affiliate and will be added to the Waiting List of Transfer Candidates and other Eligible Affiliates approved for a Golf Membership pursuant to Article 3, Section 3.20.

### **Section 3.5. - NON-RESIDENT GOLF MEMBER:**

A Person will become a Non-Resident Golf Member when that Person: (a) has been invited to become and has agreed to become a Non-Resident Golf Member in accordance with the procedure described in Section 3.14 of this Article 3, and (b) has paid the Membership Fees and Annual Dues (or prorated portion thereof) set by the Board. Non-Resident Golf Members shall abide by these Bylaws and all Rules and Regulations set forth by the Board.

A Non-Resident Golf Member is a Person who otherwise qualifies to become a Golf Member but whose permanent legal residence, and principal residence, and Florida homestead are all at least fifty (50) miles from the Clubhouse. Such distance will be measured utilizing one or more internet-based map systems which identify the over-the-road distance from the Club to the Person's principal or permanent legal residence or Florida home in which such Person claims a Florida homestead exemption, whichever is closer. A Non-Resident Golf Member may be asked by the Club to substantiate his/her permanent legal address at anytime and must comply with such request within thirty (30) days. Immediately upon changing his/her principal or permanent residence or Florida homestead to a location within fifty (50) miles of the Clubhouse, a Non-Resident Golf Member will become a Golf Member and be required to pay the applicable Membership Fees and Annual Dues, unless the Club already has the maximum amount of Golf Members and Golf Affiliates allowable under these Bylaws, in which case, the Non-Resident Golf Member will be required to change his/her Membership to another category in accordance with Article 3, Section 3.20 or shall be deemed a Transfer Candidate and will be added to the list of Transfer Candidates and Eligible Affiliates awaiting a Golf Membership. A Non-Resident Golf Member who becomes a Transfer Candidate shall continue to pay Club Charges, Annual Dues, Equity Assessments, and Equity as if still a Non-Resident Golf Member and will be subject to such Rules and Regulations and restrictions as other Non-Resident Golf Members.

A Non-Resident Golf Member shall pay new Assessments and Equity Assessments as determined by the Board which may be paid in accordance with an Installment Plan if approved by Board.

A Non-Resident Golf Member is entitled to the use of all Facilities of the Club to which a Golf Member is entitled, upon such terms and conditions as may be prescribed by these Bylaws or the Board in the Club's Rules and Regulations.

A Non-Resident Golf Member's Family is entitled to use the Facilities upon the terms and conditions as established by the Board from time to time. Each member of the Family may use the golf course and tennis courts not more than twenty-four (24) times per year. A Non-Resident Golf Member shall be responsible for all charges incurred by the Member's Family. A Non-Resident Golf Member is entitled to attend Membership meetings, to vote, and to serve on the Board in accordance with the terms and conditions set forth in these Bylaws.

### **Section 3.6. - NON-RESIDENT GOLF AFFILIATE:**

A Person will become a Non-Resident Golf Affiliate when that Person: (a) has been invited to become and has agreed to become a Non-Resident Golf Affiliate in accordance with the procedure described in Section 3.14 of this Article 3, (b) has agreed to be bound by an Installment Plan for the Membership Fees set by the Board and has paid the initial installment, and (c) has paid the Annual Dues (or prorated portion thereof) set by the Board. Non-Resident Golf Affiliates shall abide by these Bylaws and all Rules and Regulations set forth by the Board.

A Non-Resident Golf Affiliate is a Person who otherwise qualifies to become a Golf Affiliate but whose permanent legal residence, and principal residence, and Florida homestead are all at least fifty (50) miles from the Clubhouse. Such distance will be measured utilizing one or more internet-based map systems which identify the over-the-road distance from the Club to the Person's principal or permanent legal residence or Florida home in which such Person claims a Florida homestead exemption, whichever is closer. A Non-Resident Golf Affiliate may be asked by the Club to substantiate his/her permanent legal address at anytime and must comply with such request within thirty (30) days. Immediately upon changing his/her principal or permanent residence or Florida homestead to a location within fifty (50) miles of the Clubhouse, a Non-Resident Golf Affiliate will become a Golf Affiliate and be required to pay the applicable Membership Fees and Annual Dues, unless the Club already has the maximum amount of Golf Members and Golf Affiliates allowable under these Bylaws, in which case, the Non-Resident Golf Affiliate will be required to change his/her Membership to another category in accordance with Article 3, Section 3.20 or shall be deemed a Transfer Candidate and will be added to the list of Transfer Candidates and Eligible Affiliates awaiting a Golf Membership. A Non-Resident Golf Affiliate who becomes a Transfer Candidate shall continue to pay Club Charges, Annual Dues, Equity Assessments, and Equity as if still a Non-Resident Golf Affiliate and will be subject to such Rules and Regulations and restrictions as other Non-Resident Golf Affiliates.

A Non-Resident Golf Affiliate is entitled to the use of all Facilities of the Club to which a Golf Affiliate is entitled upon such terms and conditions as may be prescribed by these Bylaws or the Board in the Club's Rules and Regulations.

A Non-Resident Golf Affiliate's Family is entitled to use the Facilities upon the terms and conditions as established by the Board from time to time. Each member of the Non-Resident Golf Affiliate's Family may use the golf course and tennis courts not more than twenty-four (24) times per year. A Non-Resident Golf Affiliate shall be responsible for all charges incurred by the Non-Resident Golf Affiliate's Family.

A Non-Resident Golf Affiliate shall pay the same new Assessments and Equity Assessments as a Non-Resident Golf Member which may be paid in accordance with an Installment Plan if approved by the Board. The amount of the Equity Assessment paid by a Non-Resident Golf Affiliate shall be deemed to be Contingent Equity and shall not be deemed to be Equity until the full amount of the Membership Fees are paid.

A Non-Resident Golf Affiliate may not attend Membership Meetings, vote on Club matters, serve on the Board, or chair any committees or subcommittees of the Club. Upon making all payments of the Membership Fees under the applicable Installment Plan, a Non-Resident Golf Affiliate will become a Non-Resident Golf Member. The Membership of a Non-Resident Golf Affiliate in the Club shall terminate and the balance of the Membership Fees agreed to be paid shall accelerate and become due in full if the Membership Fees are not timely paid.

### **Section 3.7. - TENNIS/SOCIAL MEMBER:**

A Person will become a Tennis/Social Member when that Person: (a) has been invited to become and has agreed to become a Tennis/Social Member in accordance with the procedures described in Section 3.14 of this Article 3 and (b) has paid the Membership Fees and Annual Dues (or prorated portion thereof) set by the Board. Tennis/Social Members shall abide by these Bylaws and all Rules and Regulations set forth by the Board.

A Tennis/Social Member is entitled to the use of the Clubhouse, tennis courts, swimming pool, Fitness Center and grounds upon such terms and conditions as may be prescribed by these Bylaws or by the Board in the Club's Rules and Regulations. No Tennis/Social Member will have any right to use the Club's golf facilities except that Tennis/Social Members may use the golf course practice tee immediately before or after a golf lesson received from one of the members of the professional golf staff employed by the Club (in accordance with the Golf Rules). Male Tennis/Social Members may use the Men's Grill subject to the rules and regulations for use of the Men's Grill.

The Tennis/Social Member's Family is entitled to use the Facilities upon the terms and conditions as established by the Board from time to time. A Tennis/Social Member shall be responsible for all charges incurred by the Member's Family.

A Tennis/Social Member shall pay new Assessments and Equity Assessments which may be paid in accordance with an Installment Plan if approved by Board.

There shall be no more than a total of one hundred fifty (150) Persons who are deemed a Tennis/Social Member, excluding Junior Tennis/Social Affiliates.



A Tennis/Social Member is entitled to attend Membership meetings, to vote and to serve on the Board in accordance with the terms and conditions set forth in the Bylaws.

**Section 3.8. - TENNIS/SOCIAL AFFILIATE:**

A Person will become a Tennis/Social Affiliate when that Person: (a) has been invited to become and has agreed to become a Tennis/Social Affiliate in accordance with the procedure described in Section 3.14 of this Article 3, and (b) has agreed to be bound by an Installment Plan for the Initiation Fees set by the Board and has paid the initial installment, and (c) has paid the Annual Dues (or prorated portion thereof) set by the Board.

A Tennis/Social Affiliate is entitled to the use of all Facilities of the Club to which a Tennis/Social Member is entitled, upon such terms and conditions as may be prescribed by these Bylaws or the Board in the Club's Rules and Regulations. Privileges of a Tennis/Social Affiliate shall entitle the Affiliate's Family to use of the Facilities upon the terms and conditions as established by the Board from time to time. Tennis/Social Affiliates shall abide by these Bylaws and all Rules and Regulations set forth by the Board.

A Tennis/Social Affiliate shall be responsible for new Assessments and Equity Assessments in amounts required of a Tennis/Social Member which may be paid in accordance with an Installment Plan approved by the Board. The amount of the Equity Assessment shall not be deemed to be Equity until the full amount of the Membership Fees are paid.

A Tennis/Social Affiliate may not attend Membership Meetings, vote on Club matters, serve on the Board, or chair any committees or subcommittees of the Club. Upon making all payments of the Membership Fees under the applicable Installment Plan, a Tennis/Social Affiliate will become a Tennis/Social Member. The Membership of a Tennis/Social Affiliate in the Club shall terminate and the balance of the Membership Fees agreed to be paid shall accelerate and become due in full if the Membership Fees are not timely paid.

**Section 3.9. - JUNIOR TENNIS/SOCIAL AFFILIATE:**

A Person will become a Junior Tennis/Social Affiliate when that Person: (a) has been invited to become and has agreed to become a Junior Tennis/Social Affiliate in accordance with the procedures described in Section 3.14 of this Article 3, (b) has agreed to be bound by an Installment Plan for the Membership Fees set by the Board and has paid the initial installment, (c) has paid the Annual Dues (or prorated portion thereof) set by the Board, and (d) is forty-two (42) years of age or younger. Junior Tennis/Social Affiliates shall abide by these Bylaws and all Rules and Regulations set forth by the Board.

A Junior Tennis/Social Affiliate is entitled to the use of all Facilities of the Club to which a Tennis/Social Member is entitled, upon such terms and conditions as may be prescribed by these Bylaws or the Board in the Club's Rules and Regulations. No Junior Tennis/Social Affiliate will have any right to use the Club's golf facilities except that Junior Tennis/Social Affiliates may use the golf course practice tee immediately before or after a golf lesson received from one of the professional golf staff employed by the Club (in accordance with the Golf Rules). Male Junior Tennis/Social Affiliates may use the Men's Grill subject to the rules and regulations for use of the Men's Grill.

A Junior Tennis/Social Affiliate's Family is entitled to use the Facilities upon the terms and conditions as established by the Board from time to time. A Junior Tennis/Social Affiliate shall be responsible for all charges incurred by the Affiliate's Family.

Junior Tennis/Social Affiliates may not attend Membership Meetings, vote on Club matters, serve on the Board, or chair any committee or subcommittee of the Club.

A Junior Tennis/Social Affiliate shall pay the same new Assessments and Equity Assessments as a Tennis/Social Member which may be paid in accordance with an Installment Plan approved by the Board, unless the Board determines in its sole discretion that a lesser Assessment or Equity Assessment shall be paid by Junior Tennis/Social Affiliates at the time that the Assessment or Equity Assessment is made. The amount of the Equity Assessment paid by a Junior Tennis/Social Affiliate shall be deemed to be Contingent Equity and shall not be deemed to be Equity until the full amount of the Membership Fees are paid and the Junior Tennis/Social Affiliate becomes a Tennis/Social Member.

A Junior Tennis/Social Affiliate must pay the balance of the Membership Fees and become a Tennis/Social Member prior to reaching the age of forty-three (43), provided however that if the number of Tennis/Social Members and Tennis/Social Affiliates at the time the Junior Tennis/Social Affiliate reaches the age of 43 is at the maximum allowable under these Bylaws, the Junior Tennis/Social Affiliate shall not become a Tennis/Social Member until such time as there are less than the maximum amount of Tennis/Social Members and

Tennis/Social Affiliates allowable under these Bylaws and will remain a Junior Tennis/Social Affiliate until such time as the Junior Tennis/Social Affiliate is offered and accepts an opportunity to become a Tennis/Social Member in accordance with these Bylaws

A Junior Tennis/Social Affiliate who has paid the balance of the Membership Fees required to become a Tennis/Social Member at a time when the Club already has the maximum amount of Tennis/Social Members and Tennis/Social Affiliates allowable under these Bylaws shall be deemed an Eligible Affiliate and will be added to the Waiting List of Transfer Candidates and other Eligible Affiliates approved for a Tennis/Social Membership pursuant to Article 3, Section 3.21.

**Section 3.10. - NON-RESIDENT TENNIS/SOCIAL MEMBER:**

A Person will become a Non-Resident Tennis/Social Member when that Person: (a) has been invited to become and has agreed to become a Non-Resident Tennis/Social Member in accordance with the procedures described in Section 3.14 of this Article 3, and (b) has paid the Membership Fees and Annual Dues (or prorated portion thereof) set by the Board. Non-Resident Tennis/Social Affiliates shall abide by these Bylaws and all Rules and Regulations set forth by the Board.

A Non-Resident Tennis/Social Member is a Person who otherwise qualifies to become a Tennis/Social Member but whose permanent legal residence, and principal residence, and Florida homestead are all at least fifty (50) miles from the Clubhouse. Such distance will be measured utilizing one or more internet-based map systems which identify the over-the-road distance from the Clubhouse to the Person's principal or permanent legal residence. A Non-Resident Tennis/Social Member may be asked to substantiate his/her principal or permanent legal address at anytime and must comply with such request within thirty (30) days. Immediately upon changing his/her principal or permanent legal residence or Florida homestead to a location within fifty (50) miles of the Clubhouse, a Non-Resident Tennis/Social Member will become a Tennis/Social Member and be required to pay the applicable Membership Fees and Annual Dues, unless the Club already has the maximum amount of Tennis/Social Members and Tennis/Social Affiliates allowable under these Bylaws, in which case, the Non-Resident Tennis/Social Member will be required to change his/her Membership to another category in accordance with Article 3, Section 3.20 or shall be deemed a Transfer Candidate and will be added to the list of Transfer Candidates and Eligible Affiliates awaiting a Tennis/Social Membership. A Non-Resident Tennis/Social Member who becomes a Transfer Candidate shall continue to pay Club Charges, Annual Dues, Equity Assessments, and Equity as if still a Non-Resident Tennis/Social Member and will be subject to such Rules and Regulations and restrictions as other Non-Resident Tennis/Social Members.

A Non-Resident Tennis/Social Member shall pay new Assessments and Equity Assessments as determined by the Board which may be paid in accordance with an Installment Plan if approved by Board. A Non-Resident Tennis/Social Member shall be responsible for all charges incurred by the Member's Family.

A Non-Resident Tennis/Social Member is entitled to the use of all Facilities to which a Tennis/Social Member is entitled, upon such terms and conditions as may be prescribed by these Bylaws or the Board in the Club's Rules and Regulations.

A Non-Resident Tennis/Social Member will not have any right to use the Club's golf facilities except that Non-Resident Tennis/Social Members may use the golf course practice tee immediately before or after a golf lesson received from one of the professional golf staff employed by the Club (in accordance with the Golf Rules). Male Non-Resident Tennis/Social Members may use the Men's Grill subject to the rules and regulations for use of the Men's Grill.

The Non-resident Tennis/Social Member's Family is entitled to use the Facilities upon the terms and conditions as established by the Board from time to time. Each member of the Family may use the tennis courts not more than twenty-four (24) times per year. A Non-Resident Tennis/Social Member is entitled to attend Membership meetings, to vote, and to serve on the Board in accordance with the terms and conditions set forth in these Bylaws.

**Section 3.11. - NON-RESIDENT TENNIS/SOCIAL AFFILIATE:**

A Person will become a Non-Resident Tennis/Social Affiliate when that Person: (a) has been invited to become and has agreed to become a Non-Resident Tennis/Social Affiliate in accordance with the procedure described in Section 3.14 of this Article 3, (b) has agreed to be bound by an Installment Plan for the Membership Fees set by the Board and has paid the initial installment, and (c) has paid the Annual Dues (or prorated portion

thereof) set by the Board. Non-Resident Tennis/Social Affiliates shall abide by these Bylaws and all Rules and Regulations set forth by the Board.

A Non-Resident Tennis/Social Affiliate is a Person who otherwise qualifies to become a Tennis/Social Affiliate but whose permanent legal residence, and principal residence, and Florida homestead are all at least fifty (50) miles from the Clubhouse. Such distance will be measured utilizing one or more internet-based map systems which identify the over-the-road distance from the Club to the Person's principal or permanent legal residence or Florida home in which such Person claims a Florida homestead exemption, whichever is closer. A Non-Resident Tennis/Social Affiliate may be asked by the Club to substantiate his/her permanent legal address at anytime and must comply with such request within thirty (30) days. Immediately upon changing his/her principal or permanent residence or Florida homestead to a location within fifty (50) miles of the Clubhouse, a Non-Resident Tennis/Social Affiliate will become a Tennis/Social Affiliate and be required to pay the applicable Membership Fees and Annual Dues, unless the Club already has the maximum amount of Tennis/Social Members and Tennis/Social Affiliates allowable under these Bylaws, in which case, the Non-Resident Tennis/Social Affiliate will be required to change his/her Membership to another category in accordance with Article 3, Section 3.20 or shall be deemed a Transfer Candidate and will be added to the list of Transfer Candidates and Eligible Affiliates awaiting a Tennis/Social Membership. A Non-Resident Tennis/Social Affiliate who becomes a Transfer Candidate shall continue to pay Club Charges, Annual Dues, Equity Assessments, and Equity as if still a Non-Resident Tennis/Social Affiliate and will be subject to such Rules and Regulations and restrictions as other Non-Resident Tennis/Social Affiliates.

A Non-Resident Tennis/Social Affiliate is entitled to the use of all Facilities of the Club to which a Tennis/Social Affiliate is entitled upon such terms and conditions as may be prescribed by these Bylaws or the Board in the Club's Rules and Regulations.

A Non-Resident Tennis/Social Affiliate will not have any right to use the Club's golf facilities except that Non-Resident Tennis/Social Affiliates may use the golf course practice tee immediately before or after a golf lesson received from one of the professional golf staff employed by the Club (in accordance with the Golf Rules). Male Non-Resident Tennis/Social Affiliates may use the Men's Grill subject to the rules and regulations for use of the Men's Grill.

A Non-Resident Tennis/Social Affiliate's Family is entitled to use the Facilities upon the terms and conditions as established by the Board from time to time. Each member of the Non-Resident Tennis/Social Affiliate's Family may use the tennis courts not more than twenty-four (24) times per year. A Non-Resident Tennis/Social Affiliate shall be responsible for all charges incurred by the Non-Resident Tennis/Social Affiliate's Family.

A Non-Resident Tennis/Social Affiliate shall pay the same new Assessments and Equity Assessments as a Non-Resident Tennis/Social Member which may be paid in accordance with an Installment Plan if approved by the Board. The amount of the Equity Assessment paid by a Non-Resident Tennis/Social Affiliate shall be deemed to be Contingent Equity and shall not be deemed to be Equity until the full amount of the Membership Fees are paid.

A Non-Resident Tennis/Social Affiliate may not attend Membership Meetings, vote on Club matters, serve on the Board, or chair any committees or subcommittees of the Club. Upon making all payments of the Membership Fees under the applicable Installment Plan, a Non-Resident Tennis/Social Affiliate will become a Non-Resident Tennis/Social Member. The Membership of a Non-Resident Tennis/Social Affiliate in the Club shall terminate and the balance of the Membership Fees agreed to be paid shall accelerate and become due in full if the Membership Fees are not timely paid.

### **Section 3.12. - CLUBHOUSE MEMBER:**

A Person will become a Clubhouse Member when that Person: (a) has been invited to become and has agreed to become a Clubhouse Member in accordance with the procedure described in Section 3.14 or Section 3.20 of this Article 3, and (b) has paid the Membership Fees and Annual Dues (or prorated portion thereof) set by the Board. Clubhouse Members shall abide by these Bylaws and all Rules and Regulations set forth by the Board.

A Clubhouse Member is entitled to the use of only the Clubhouse, swimming pool, Fitness Center, and the croquet lawn upon such terms and conditions as may be prescribed by these Bylaws or the Board in the Club's Rules and Regulations. A Clubhouse Member will not be entitled to the use of the golf course (except the practice areas incidental to a golf lesson in accordance with the Golf Rules) or tennis courts (except incidental to a tennis lesson in accordance with the Tennis Rules). The Clubhouse Member's Family is entitled to use the Clubhouse,

swimming pool, Fitness Center, and the croquet lawn upon the terms and conditions as established by the Board from time to time. A Clubhouse Member shall be responsible for all charges incurred by the Member's Family. Clubhouse Members shall abide by these Bylaws and all Rules and Regulations set forth by the Board. There shall be no more than one hundred (100) Clubhouse Members and Clubhouse Affiliates combined.

A Clubhouse Member shall pay new Assessments and Equity Assessments as determined by the Board which may be paid in accordance with an Installment Plan if approved by Board. Clubhouse Members may not attend Membership Meetings, vote on Club matters, serve on the Board, or chair any committees or subcommittees of the Club.

A Member admitted to the Club in a category other than as a Clubhouse Member or Clubhouse Affiliate may transfer their Membership to a Clubhouse Member only if there are less than one hundred (100) Clubhouse Members and Clubhouse Affiliates combined, and has paid full Membership Fees for the category of Membership they were initially admitted under.

### **Section 3.13. - CLUBHOUSE AFFILIATE:**

A Person will become a Clubhouse Affiliate when that Person: (a) has been invited to become and has agreed to become a Clubhouse Affiliate in accordance with the procedure described in Section 3.14 of this Article 3, (b) has agreed to be bound by an Installment Plan for the Membership Fees set by the Board and has paid the initial installment, and (c) has paid the Annual Dues (or prorated portion thereof) set by the Board. Clubhouse Members shall abide by these Bylaws and all Rules and Regulations set forth by the Board.

A Clubhouse Affiliate is entitled to the use of only the Clubhouse, swimming pool, Fitness Center, and the croquet lawn upon such terms and conditions as may be prescribed by these Bylaws or the Board in the Club's Rules and Regulations. A Clubhouse Affiliate will not be entitled to the use of the golf course (except the practice areas incidental to a golf lesson in accordance with the Golf Rules) or tennis courts (except incidental to a tennis lesson in accordance with the Tennis Rules). A Clubhouse Affiliate's Family is entitled to use the Clubhouse, swimming pool, Fitness Center, and the croquet lawn upon the terms and conditions as established by the Board from time to time. A Clubhouse Affiliate shall be responsible for all charges incurred by the Affiliate's Family. Clubhouse Affiliates shall abide by these Bylaws and all Rules and Regulations set forth by the Board. There shall be no more than one hundred (100) Clubhouse Members and Clubhouse Affiliates combined.

A Clubhouse Affiliate shall pay the same new Assessments and Equity Assessments as a Clubhouse Member which may be paid in accordance with an Installment Plan if approved by the Board. The amount of the Equity Assessment paid by a Clubhouse Affiliate shall be deemed to be Contingent Equity and shall not be deemed to be Equity until the full amount of the Membership Fees are paid. Clubhouse Affiliates may not attend Membership Meetings, vote on Club matters, serve on the Board, or chair any committees or subcommittees of the Club. Upon making all payments of the Membership Fees under the applicable Installment Plan, a Clubhouse Affiliate will become a Clubhouse Member.

An Affiliate admitted to the Club in a category other than as a Clubhouse Member or Clubhouse Affiliate may not transfer their Membership to a Clubhouse Affiliate.

### **Section 3.14. - NOMINATION FOR MEMBERSHIP:**

#### **A. Nomination.**

The Person being nominated for Membership, will be referred to as a "Nominee." All Nominees must complete a confidential Application for Membership in accordance with these Bylaws in order to be considered for Membership. The Nominee must be proposed for Membership by one (1) Primary Sponsor and five (5) seconding sponsors. The Nominee must complete a confidential Application endorsed by the Primary Sponsor. The Application shall be in a form approved by the Board and made available from the Club's administrative office. The seconding sponsors will submit letters of endorsement to be included with the Nominee's Application. The Primary Sponsor must be a Member or Affiliate in good standing who is not a member of the Board. The seconding sponsors must be Members or Affiliates in good standing who are not members of the Board.

Upon receipt of the endorsed Application and letters of endorsement, the Application and letters of endorsement will be sent to the Chairman of the Membership Committee. The Chairman of the Membership Committee will submit the Nominee's name to the Membership Committee. The Club and its Membership Committee and Board will evaluate a Nominee without regard to race, color, national origin, sex, religious or sexual preference, or any disabilities of the Nominee. The Membership Committee will evaluate a Nominee on the basis of the interest of the Nominee in the Club, the financial responsibility of the Nominee, and the

compatibility of the Nominee with other Members and Affiliates. The Membership Committee may look at all relevant information available to it to evaluate a Nominee. A majority (defined as at least 51%) of the members of the Membership Committee must approve a Nominee for Membership. If a majority of the members of the Membership Committee do not approve the Nominee for Membership, the Chairman of the Membership Committee will so notify the Nominee's Primary Sponsor. The Nominee's Primary Sponsor will notify the Nominee of the Membership Committee's decision.

**B. Initial Approval.**

If a Nominee is approved by the Membership Committee, the Nominee's name will be submitted to the entire Membership by confidential letter. If no objection is received to the Nominee within ten (10) days after the date of mailing of the confidential letter, the Membership Committee will submit the name of the Nominee to the Board for review at the next meeting of the Board. The action of the Membership Committee will be final unless the President receives an objection to the Nominee from a Director no later than the next scheduled meeting of the Board.

**C. Membership Objections.**

If an objection(s) is received to a Nominee after the Nominee's name has been submitted to the entire Membership by confidential letter, the Nominee's name will be returned to the Membership Committee for further evaluation and investigation based on comments from the Membership.

If, after further evaluation and investigation, a super majority of at least seventy percent (70%) of the members of the Membership Committee approve the Nominee, the Membership Committee will submit the name of the Nominee to the Board, along with the objection(s) and a report of its further evaluation and investigation for review at the next meeting of the Board. The action of the Membership Committee will be final unless the President receives an objection to the Nominee from a Director no later than the next scheduled meeting of the Board.

If after further evaluation and investigation, a super majority of at least seventy percent (70%) of the members of the Membership Committee do not approve the Nominee for Membership, the Chairman of the Membership Committee will so notify the Nominee's Primary Sponsor. The Nominee's Primary Sponsor will notify the Nominee of the Membership Committee's decision.

**D. Board Objections.**

If any Director objects to the Nominee at or before the next scheduled meeting of the Board after the Nominee's name has been submitted to the Board, the Nominee's name will be returned to the Membership Committee for further evaluation and investigation. The Membership Committee will not be informed of the name of the objecting member of the Board or the number of objections. If, after further evaluation and investigation, a super majority of at least seventy percent (70%) of the members of the Membership Committee approve the Nominee, the Membership Committee will re-submit the name of the Nominee to the Board, along with a report of its further evaluation and investigation, for review at the next meeting of the Board. The action of the Membership Committee will be final unless the President receives an objection to the Nominee from a Director no later than the next scheduled meeting of the Board.

If after further evaluation and investigation, a super majority of at least seventy percent (70%) of the members of the Membership Committee do not approve the Nominee for Membership, the Chairman of the Membership Committee will so notify the Nominee's Primary Sponsor. The Nominee's Primary Sponsor will notify the Nominee of the Membership Committee's decision.

If any Director objects to the Nominee at or before the next scheduled meeting of the Board after the Nominee's name has been re-submitted to the Board, the Nominee's name will be submitted to a vote of the Board who shall each be polled in confidence by the President who shall report the vote total to the Membership Committee. If an ultra majority of at least eighty percent (80%) of the members of the Board vote to approve the Nominee, the Nominee will be approved, unless such Nominee arises out of a Business Transfer, in which case the Board's vote must be unanimous. If the Nominee fails to receive the necessary vote of the Board, the Chairman of the Membership Committee will so notify the Nominee's Primary Sponsor. The Nominee's Primary Sponsor will notify the Nominee of the Membership Committee's decision.

#### **E. Invitation.**

If there are Membership positions available in the Membership category for which that Nominee has been approved, the President or General Manager will send a formal invitation to the Nominee inviting the Nominee to become a Member or an Affiliate, as specified in the invitation. A Nominee so invited will become a Member or an Affiliate and will have the appropriate privileges of the Club if, within thirty (30) days after the date of the written invitation, the Nominee accepts the invitation and pays the Membership Fees and the Annual Dues (or pro rated portion thereof) set by the Board or agrees to an approved Installment Plan.

#### **F. Waiting List.**

If there are no positions available in the membership category for which a Nominee has been approved, that Nominee will be offered a Membership position in another Membership category which has Membership positions available. If the Nominee accepts the offer to join in another Membership category, the Nominee will be deemed to be a Transfer Candidate and will be added to the Waiting List of Eligible Affiliates and other Transfer Candidates approved for the Membership category for which the Nominee originally applied.

A Nominee that does not accept offer to join another Membership category and become a Transfer Candidate may re-apply for Membership only upon being re-nominated in accordance with Article 3, Section 3.14(A) above.

#### **G. Exclusive Procedure.**

Except as otherwise stated in this Article 3, under no circumstances can a Person be invited to Membership or become a Member or Affiliate of the Club except pursuant to the procedures described in this Section 12.

#### **Section 3.15 - FEES/INSTALLMENTS:**

The Board will determine the amount of the Initiation Fees, Membership Fees, and Annual Dues for each Membership category. Except as otherwise provided in these Bylaws, the Membership Fees for each Nominee will be fixed as of the date of the Application and remain fixed for thirty (30) days after the Nominee's invitation to Membership and will not be affected by changes in the fee structure during such period.

Upon written approval from the Board and in the Board's sole discretion: (a) an Affiliate may pay any portion of the Membership Fees and/or the Annual Dues in accordance with an Installment Plan, and (b) a Member may pay any portion of an Assessment, Equity Assessment, and/or the Annual Dues in accordance with an Installment Plan. A Member may **not** pay the initial Equity pursuant to an Installment Plan.

The Board may pre-approve at any time any number of Installment Plans available to any new or existing Member or Affiliate. A pre-approved Installment Plan may be designated as being only available to either new or existing Members or Affiliates, or to both. Nothing herein shall prevent the Board from withdrawing a pre-approved Installment Plan at any time. Any Member or Affiliate who selects a pre-approved Installment Plan and makes at least one payment in accordance with the terms of such Installment Plan prior to such Installment Plan being withdrawn, shall continue to make payments in accordance with such Installment Plan unless the Board approves in its sole discretion a switch to another requested or pre-approved Installment Plan.

Any payments due under an Installment Plan shall be deemed to have been incurred at the time the Installment Plan was agreed to regardless of the date the payments are due under the Installment Plan.

#### **Section 3.16 - PROCEDURE FOR RESIGNING/TRANSFERRING OF MEMBERSHIP:**

##### **A. Resignation.**

**Members and Affiliates whose Club Accounts are in good standing may resign from the Club upon a minimum of thirty (30) days written notice, which resignation shall only be effective at the end of a calendar quarter (i.e.: on March 31, June 30, September 30, or December 31, provided that at least 30 days notice is given before such date).** Members or Affiliates who fail to resign at least 30 days prior to the end of the calendar quarter shall remain a Member or Affiliate and shall have an effective date of resignation as of the end of the following calendar quarter.

Resigning Members or Affiliates shall continue to be responsible for all Membership Fees, Assessments, Equity Assessments, Annual Dues, and Club Charges through the effective date of their resignation. Unless an Installment Plan has been approved, if the Member's or Affiliate's unpaid financial obligations to the Club have

not been settled or paid within thirty (30) days after the effective date of resignation, then such Member or Affiliate shall incur Assessments, Equity Assessments, Annual Dues, and Club Charges for an additional quarter which will be collected in the same manner as if the Member or Affiliate had been expelled in accordance with Article 5, Section 5.3. **Resigning Members and Affiliates shall remain liable for all payments scheduled to be made under an Installment Plan**, unless the Board agrees in its sole discretion to waive the remainder of the payments due under the Installment Plan as a result of a compelling reason acceptable to the Board in its sole discretion. If a Member or Affiliate fails to comply with the terms of an Installment Plan after the effective date of their resignation, then all payments owed under the Installment Plan shall be accelerated and immediately become due and payable which will be collected in the same manner as if the Member or Affiliate had been expelled in accordance with Article 5, Section 5.3.

**Resigning Members and Affiliates shall remain liable for all Assessments, Equity Assessments, Annual Dues, and Club Charges accrued to the effective date of resignation**, even if he or she has not used the Facilities. Interest will accrue on accounts in accordance with Article 5, Section 5.3.

**All resignations must be in writing and must either be: (1) sent by certified and return-receipt requested mail to the Club at least thirty (30) days prior to the effective date of resignation, or (2) hand delivered to the Club's membership office at least thirty (30) days prior to the effective date of resignation.** If the resigning Member's or Affiliate's Club Account is not delinquent, the resigning Member or Affiliate shall not be subject to any further Assessments, Equity Assessments, Annual Dues, and Club Charges subsequent to the effective date of resignation if all Equity Fees, Annual Dues, Assessments, Equity Assessments, and Club Charges are paid in full within thirty (30) days after the effective date of the resignation or are paid in accordance with an agreed Installment Plan.

#### **B. Death Without Surviving Spouse.**

Upon the death of a Member or Affiliate without a surviving Spouse, the Membership shall automatically terminate. If the Member's or Affiliate's Club Account is in good standing at the time of his death without a surviving spouse, Annual Dues and Club Charges will not accrue after the end of the month in which the Member or Affiliate died and the Member's Equity will be placed on the appropriate Refund List to be paid to the Member's estate in accordance with Article 3, Section 3.17. Upon the death of a Member or Affiliate without a surviving Spouse, the Member's or Affiliate's estate shall remain responsible for all Installment Plan payments and all unpaid Club Charges, Assessments, Equity Assessments, and Membership Fees..

#### **C. Automatic Transfer to Surviving Spouse.**

Upon the death of a Member or Affiliate, the Member's or Affiliate's surviving Spouse and only the deceased Member's or Affiliate's surviving Spouse, will automatically become a Member or Affiliate in place of the deceased Member or Affiliate. The surviving Spouse may continue as a Member or Affiliate or may resign the Membership in accordance with this Section 16 as described above. Upon the death of the surviving Spouse (without a subsequent surviving Spouse), the Membership shall automatically terminate and the Member's Equity will be placed on the appropriate Refund List to be paid to the estate of the surviving Spouse.

#### **D. Business Transfer.**

If the Board has determined that an entity is a "Transfer Eligible Entity" pursuant to Article 3, Section 3.25 of these Bylaws, a Member or Affiliate who is an employee, officer, member, manager, partner, or director of the Transfer Eligible Entity may make a written request to the Membership Committee that the Member's or Affiliate's Membership be transferred to another Person who is an employee, officer, member, manager, partner, or director of the Transfer Eligible Entity if the existing Member or Affiliate is: (i) being relocated by the entity to a location greater than fifty (50) miles from the Club, (ii) will no longer be affiliated with the entity within the next six (6) months, (iii) has become disassociated with the entity within the last six (6) months, (iv) retiring from the entity within the next six (6) months, or (v) has retired from the entity within the last six (6) months (hereinafter, the "Transfer Requirement").

Upon such written request, if the Membership Committee finds that the written request meets the above Transfer Requirement, the Membership Committee shall submit the transfer request to the Board which shall independently determine: (i) if the existing Member or Affiliate meets the Transfer Requirement, and (ii) that the

proposed new Member or Affiliate is or will be within the next six (6) months a legitimate full-time employee, or legitimate officer, member, manager, partner, or director of the Transfer Eligible Entity.

The Membership Committee and the Board may request various documents, evidence, or statements to assist it in making the determination of whether the Member or Affiliate and/or proposed new Member or Affiliate is or was or will be a legitimate full-time employee, or legitimate officer, member, manager, partner, or director of the Transfer Eligible Entity. The Board's determination of whether a Member or Affiliate and/or proposed new Member or Affiliate is or was or will be a legitimate full-time employee, or legitimate officer, member, manager, partner, or director of the Transfer Eligible Entity shall be within the Board's sole discretion.

If the Board determines that the entity is a Transfer Eligible Entity and both the Member or Affiliate and proposed new Member or Affiliate are eligible for the transfer, then the proposed new Member or Affiliate shall be subject to the nomination process described Article 3, Section 3.14 of these Bylaws if not already a Member or Affiliate in another Membership category. If the proposed new Member or Affiliate is not already a Member or Affiliate, the resigning Member or Affiliate shall be the Primary Sponsor.

Upon a Member or Affiliate informing the Club of both a Transfer Requirement and a proposed Business Transfer candidate, the Member's or Affiliate's Club privileges and monetary obligations to the Club shall be temporarily suspended.

If the proposed new Member or Affiliate is not approved for Membership in accordance with Article 3, Section 3.14, the original Member or Affiliate shall have thirty (30) days from the date of being notified of the rejection of the proposed new Member or Affiliate to propose another Person for a Business Transfer, or inform the Club that such Member or Affiliate is resigning his/her Membership subject to the provisions herein or continuing his/her Membership and resuming the Member's or Affiliate's monetary obligations to the Club. If the Member or Affiliate resigns or fails to inform the Club within such thirty (30) days of a new candidate or intent to resign or continue the Membership, the Member or Affiliate shall be deemed to have resigned subject to Section 3.16(A).

If the proposed new Member or Affiliate is already a Member or Affiliate or is approved for Membership pursuant to Article 3, Section 3.14, the Membership shall be transferred upon the proposed new Member or Affiliate agreeing in writing to: (i) pay any unpaid portion of the resigning Member's or Affiliate's monetary obligations (or the prorated portions thereof), and (ii) pay a transfer fee in an amount determined by the Board from time to time.

If an existing Member or Affiliate in another Membership category becomes a Member or Affiliate as a result of a business transfer, then his/her old Membership shall be treated in the same manner as if such Member or Affiliate resigned and will be subject to the provisions of Article 3, Section 3.16(A) above.

#### **E. No Other Transfers.**

**Except as stated in Article 3, Section 3.16(D) or Section 3.19, no transfers of a Membership shall be allowed** except as may be allowed by unanimous consent of the Board upon written request by the Member or Affiliate and approval of the transfer by unanimous consent of the Membership Committee and payment of an Initiation Fee.

### **Section 3.17 - RETURN OF EQUITY FEES:**

#### **A. Generally**

Subject to the provisions of Article 5, Section 5.3, upon the resignation or expulsion of a Member or upon the death of a Member without a surviving Spouse, the Member or his or her personal representative or estate will be entitled to receive an Equity Refund (as described below) of the Equity portion of the Membership Fees such Member paid if such Equity exceeds one hundred dollars (\$100) at the time of the Member's resignation, expulsion, or death without a surviving Spouse. This Equity Refund will be payable within thirty (30) days of when a new Member joins the Club and pays Equity Fees after the resignation, expulsion, or death without a



surviving Spouse of an old Member, provided that the Club has the required number of Members and/or Affiliates as set forth below. The Club will not be obligated to repay any Initiation Fees or Annual Dues. If a former Member has Equity in the amount of only one hundred dollars (\$100) or less, such Equity will not be refunded and will be paid to the Club as compensation for administrative fees.

The Contingent Equity of an Affiliate that resigns, is expelled, or dies without a surviving Spouse will **not** be refunded. The Contingent Equity of a former Affiliate will be forfeited as an administrative fee necessary to process and cancel the Membership and the Contingent Equity cannot be used to pay any of the Affiliate's financial obligations to the Club.

## **B. Refunds**

The Club will **not** be required to repay any Equity Fees to former Golf Members or former Non-Resident Golf Members unless the Club has at least four hundred (400) Golf Members and Golf Affiliates combined.

The Club will **not** be required to repay any Equity Fees to former Tennis/Social Members, former Non-Resident Tennis/Social Members, or former Clubhouse Members unless the Club has at least one hundred fifty (150) Tennis/Social Members and Tennis/Social Affiliates combined.

In determining whether the Club has at least 400 Golf Members and Golf Affiliates or 150 Tennis/Social Members and Tennis/Social Affiliates, each of the Members or Affiliates must: (a) have paid the total Membership Fees required for that category of Membership in full or is current on payments under an agreed Installment Plan, (b) have paid and are paying the Annual Dues required for that category of Membership, and (c) have not been suspended, expelled, or subject to suspension or expulsion proceedings under Article 5, Section 5.3 or Article 10. Even though the Club may, from time to time, increase the number of Members or Affiliates that the Club may admit in a Membership category, for purposes of the Club's obligation to repay the Equity Fees, the complement of Members and Affiliates set forth in the previous sentence will control. If the Board decreases the number of Members and Affiliates in a Membership category below the numbers set forth above, the lower number set by the Board shall control so that once that number of Members and Affiliates is reached, the Club will be required to repay Equity Fees as described below.

Upon the death, resignation, or expulsion of a Member who is entitled to a refund of his or her Equity Fees, such Member's name will be added to the bottom of the list of former Members to be repaid their Equity Fees. The amount of the Equity Refund shall be determined by the amount of Equity paid into the Club by the Member, subject to the terms of any separate agreements entered into between the Club and the Member, less any deductions made in accordance with Article 5, Section 5.3. The order of repayment will be determined in accordance with Section 17(D) below.

For the purpose of this Section 15, former Golf Members and Non-Resident Golf Members shall be placed on the Golf Equity Refund List, while former Tennis/Social Members, Non-Resident Tennis/Social Members, and Clubhouse Members will be placed on the Social Equity Refund List.

Members who resign or are expelled or die without a surviving Spouse, while they still owe the Club Equity payments upon an Installment Plan shall not be placed on either Equity Refund List until their Equity is paid in full. Members who resign or are expelled while they still owe the Club Equity payments upon an Installment Plan, and then default on that Installment Plan, shall be subject to the same forfeiture provisions as an expelled Member or Affiliate under Article 5, Section 5.3.

After the Club has obtained a full complement of Golf Members and Golf Affiliates as described above, upon the resignation, expulsion, or death without a surviving Spouse of a Golf Member or Golf Affiliate and the admission of a new Golf Member or Golf Affiliate, the Club will refund the Equity Fees of the next former Golf Member or Non-Resident Golf Member that is at the top of the Golf Equity Refund List.

After the Club has obtained a full complement of Tennis/Social Members and Tennis/Social Affiliates as described above, upon the resignation, expulsion, or death without a surviving Spouse of a Tennis/Social Member or Tennis/Social Affiliate and the admission of a new Tennis/Social Member or Tennis/Social Affiliate, the Club will refund the Equity Fees of the next former Tennis/Social Member, Non-Resident Tennis/Social Member, or Clubhouse Member that is at the top of the Tennis/Social Equity Refund List..

No interest shall be due and payable on the Equity Fees.

## **C. Early Refunds.**

Notwithstanding Section 17(A) above, if a Member without a surviving Spouse, or any former Member currently on a Refund List, dies or died on or after October 30, 2000, their estate will be given priority on the

Refund Lists over expelled or resigned Members awaiting an Equity Refund. In addition, the Board may at any time in its sole discretion elect to repay to the Member's estate any portion of the Member's Equity in any amount less than 100% of the Member's Equity upon entering into a written settlement agreement with the authorized representative of the Member's estate.

Notwithstanding Section 17(A) above, the Board may elect (by majority vote) to repay Equity Fees to Persons on the Refund Lists, even though the Club may not have a full complement of dues-paying Members and Affiliates. Each time the Club receives Membership Fees in regard to a new Member or partial payment of Membership Fees from an Affiliate making periodic payments, the Club will place those funds in a separate general ledger account identified by Membership category (Golf Member or Tennis/Social Member). At the last meeting of the Board each fiscal year and upon recommendation of the Treasurer, the Board will consider use of those funds for early refunds.

The Board will vote to use all or a portion the funds either: (a) to repay Equity Fees to some or all Persons on the applicable Refund Lists, (b) to pay expenses and/or other obligations of the Club, or (c) both. In determining how to use any portion of those funds, the Board must take into consideration the financial position of the Club and specifically whether all or a portion of those funds are required for expenses of the Club. The portion of those funds not used to repay Equity Fees will be transferred to the Club to be used as directed by the Treasurer and the Board.

#### **D. Refund Lists.**

Members who die without a surviving Spouse, resign, or are expelled with Equity in the Club shall be placed upon either the Golf Equity Refund List or the Tennis/Social Equity Refund List.

The Club shall make Equity Refunds in accordance with Section 17(A) and (B) above, based upon the following priority:

1. First to all Members who died, resigned, or were expelled prior to October 30, 2000, in chronological order of their resignation, expulsion, or death until and including October 29, 2000;
2. Second to all Members who die without a surviving Spouse on or after October 30, 2000, in chronological order of their death; and
3. Third to all Members who resigned or were expelled on or after October 30, 2000, in chronological order of their resignation or expulsion.

All Members who resign or are expelled, and all representatives of deceased Members, shall be solely responsible for keeping the Club informed of their address and contact information. If the Club cannot locate a former Member or representative of a deceased Member within thirty (30) days of them becoming eligible for an Equity Refund, then the Club shall make the Equity Refund to the next Member or representative on the applicable Refund List. The Member or representative who could not be located will then be placed back at the top of the applicable Refund List.

### **Section 3.18 - REINSTATEMENT OF MEMBERSHIP:**

#### **A. Reinstatement.**

A former Member or Affiliate who has resigned in good standing (all Annual Dues, Club Charges, Equity, Equity Assessments, Assessments, and obligations to the Club due as of the date of resignation have been paid in full) is entitled to apply for reinstatement as an Affiliate or a Member. For purposes of this Article 3, Section 3.18, the former Member or Affiliate will be referred to as the "Applicant."

#### **B. Application.**

The Applicant may apply for reinstatement of Membership in any Membership category the Applicant may desire by submitting such request in writing to the Chairman of the Membership Committee. A new Application must be submitted in accordance with the procedure set forth in Article 3 Section 3.14(A). Once the Chairman of the Membership Committee has all of the required information, he will submit the name of the Applicant to the Membership Committee for consideration. Sponsorship requirements for reinstatement shall be the same as for a Nominee.

#### **C. Approval.**

The Applicant's Application shall be subject to the same approval process as stated in Article 3 Section 3.14. If the Applicant's Application is approved, the Applicant shall be reinstated in the Membership category applied for unless such Membership category already has the maximum amount of Members and/or Affiliates allowable under these Bylaws. If the Membership category already has the maximum amount of Members and/or Affiliates allowable under these Bylaws, then the Applicant will be offered a Membership in another category and if accepted, will be deemed a Transfer Candidate and placed on the appropriate Waiting-List pursuant to Article 3, Section 3.14(F).

#### **D. Only Method.**

Under normal circumstances an Applicant will be reinstated to Membership pursuant to the procedure described in this Section 18. However, in exceptional circumstances and with the approval of 75% of the sitting Board members, any one or none of the conditions for reinstatement may be waived in circumstances deemed appropriate by the Board.

#### **E. Payment of Fees.**

The Applicant for reinstatement as a Member will be required to pay the full Membership Fee required of any Nominee to that specific Membership category on the date of reinstatement. The original Membership Fee paid by the Applicant, including any Equity and Initiation Fees, will be credited toward the new Membership Fee requirement. Any excess Equity from the original Membership not credited toward the new Membership Fee will be removed from the applicable Equity Refund List and will become active Equity for the reinstated Membership.

If a former Affiliate who is reinstated to an Affiliate status still owed payments under an Installment Plan prior to reinstatement, the Board shall have discretion to determine if such reinstated Affiliate will be required to: (i) complete payment under the old Installment Plan, or (ii) agree to a new Installment Plan applicable at the time of reinstatement. If the Board decides that the reinstated Affiliate must agree to a new Installment Plan applicable at the time of reinstatement, then the old Installment Plan will be terminated but the reinstated Affiliate will receive credit for payments already made under the old Installment Plan.

If a former Affiliate is still making payments under an Installment Plan prior to reinstatement, the Affiliate may only seek reinstatement as a Member if the Installment Plan is first paid in full which payments will be credited toward the new Membership Fee requirement as stated above.

#### **Section 3.19 - DIVORCE/DISPUTES:**

A Membership is not divisible for any reason, including separation or divorce. Notwithstanding anything herein to the contrary, in the event a Member or Affiliate becomes separated or divorced, all rights, benefits, and obligations of the Membership shall be awarded to either the Member or Affiliate or to the Spouse to the exclusion of the other as set forth in a **written and executed** separation agreement, temporary order(s) from a court, or a final decree of divorce (collectively, the "Divorce Agreement").

Upon the execution of a Divorce Agreement in which the Membership is contemporaneously transferred to the Spouse and delivery of written notice to the Club of such transfer accompanied by a copy of the Divorce Agreement, such Spouse will become the Member or Affiliate of the Club and the Spouse shall be responsible for all Club Charges, Annual Dues, and Equity Fees then due or which become due regardless of when incurred.

Upon the execution of a Divorce Agreement in which the Membership is contemporaneously transferred to the Spouse, the former Member or Affiliate may apply for Membership in the same manner as any other Nominee, as set forth in Article 3, Section 3.14, and will be subject to the Initiation Fees, Equity Fees, Annual Dues, and Club Charges as they exist at the time of the new nomination.

A separation or divorce does not absolve an existing or former Member or Affiliate from their obligations to the Club. Upon the execution of a Divorce Agreement in which the Membership is transferred to the Spouse, the Club may seek payment from either the new Member or Affiliate (former Spouse) or from the former Member or Affiliate for any and all unpaid Club Charges, Annual Dues, and/or Equity Fees due upon the Membership up to the date of the transfer regardless of when the unpaid Club Charges, Annual Dues, and/or Equity Fees were incurred. Any Club Charges, Annual Dues, and/or Equity Fees incurred after a transfer to a Spouse shall be the sole responsibility of the Spouse as the new Member or Affiliate. The date of the transfer of a Membership to a Spouse shall be deemed to be the date that the Club is notified in writing of the transfer and receives a copy of the Divorce Agreement.

Notwithstanding anything herein to the contrary, in the event there is no Divorce Agreement, or if the Divorce Agreement does not award the rights, benefits, and obligations of the Membership to either the Member or Affiliate or the Spouse, all rights, benefits and obligations of the Membership shall continue in the name of the existing Member or Affiliate and the Spouse shall no longer have any Club privileges.

Upon a separation or divorce in which the Membership is not contemporaneously transferred to the Spouse, such Spouse may apply for Membership in the same manner as any other Nominee, as set forth in Article 3, Section 3.14.

During the pendency of the separation or divorce and until a Divorce Agreement is finalized, the Member or Affiliate shall inform the Club in writing if Club privileges are to be continued for the Spouse and/or Children.

### **Section 3.20 - CHANGE OF MEMBERSHIP CATEGORY:**

With the approval of the Board, which may be arbitrarily withheld, a Member or Affiliate may change his Membership category to a Membership category which that Person is eligible to join, except that no transfers to Clubhouse Affiliate shall be permitted. Changes in a Membership category will be effective only at the end of each calendar quarter (March 31, June 30, September 30, and December 31). Any Member or Affiliate desiring to change a Membership category must submit a written request at least thirty (30) days prior to the end of a calendar quarter to the Membership Committee which request shall contain such information relating to the requested change of status as the Membership Committee may reasonably require. If the Membership Committee and the Board approves the requested change of category, the Membership category of that Member or Affiliate will thereupon be changed to the new Membership category unless such Membership category already has the maximum amount of Members and/or Affiliates allowable under these Bylaws.

If a Member or Affiliate elects to change his or her Membership to a category that already has the maximum amount of Members and/or Affiliates allowable under these Bylaws and such request is approved by the Membership Committee and the Board, then the Member or Affiliate will be deemed a Transfer Candidate and placed on the Waiting-List for that category, except that no transfers to Clubhouse Member shall be permitted if there are already one hundred (100) Clubhouse Members and Clubhouse Affiliates combined.

A Member or Affiliate that requests a change in his/her Membership category will be required to pay or agree to an Installment Plan for the Initiation Fees and Membership Fees for the new Membership category that are applicable at the time of the request.

If the Person had been a Member and becomes an Affiliate, he/she must surrender to the Club his/her Membership certificate.

If the Member or Affiliate desires to change to a Membership category with Membership Fees greater than what the Member or Affiliate has previously paid, the Member or Affiliate changing Membership category must pay or agree to an Installment Plan for the higher Membership Fees required at the time of Membership change but will receive credit against such sums for the amount of the Membership Fees previously paid. If a Member or Affiliate that is subject to an Installment Plan changes to a Membership category with higher Equity Fees and/or Annual Dues, the payments due under the Installment Plan shall increase in proportion to the increased Equity Fees and/or Annual Dues.

If the Member or Affiliate that is subject to an Installment Plan changes to a Membership category with Equity Fees and/or Annual Dues which are lesser than Member's or Affiliate's current Equity Fees and/or Annual Dues, then the Installment Plan shall terminate and the payments due under the Installment Plan will be accelerated and immediately become due and payable. However, in consideration of a Member's or Affiliate's compelling reason acceptable to the Board in its sole discretion, a Member or Affiliate that is subject to an Installment Plan may change to a Membership category with Equity Fees and/or Annual Dues which are lesser than the Member's or Affiliate's current Equity Fees and/or Annual Dues and the Installment Plan shall terminate and the Equity Fees and/or Annual Dues for the lesser Membership category will be required to be paid prior to the transfer, unless sufficient Equity Fees and/or Annual Dues have already been paid. If sufficient Equity Fees and/or Annual Dues for the new Membership category have not already been paid under the prior Membership category, then upon approval of the Board in its sole discretion, a new Installment Plan may be entered into for the balance of Equity Fees and/or Annual Dues due under the lesser Membership category.

If a Member changing Membership categories has paid Equity Fees exceeding the then prevailing Membership Fees for his/her new Membership category or becomes an Affiliate, the Club will refund the difference between the Equity Fees paid and the prevailing Membership Fees for the new Membership category (if any) in accordance with the refund provisions of Article 3, Section 3.17. The order of repayment among

Members changing their Membership category will be established exactly as if the Membership had been terminated by resignation. The Member changing categories will be placed on the appropriate Equity Refund List (either Golf or Tennis/Social), and at the bottom of that list. No Person changing Membership categories will be entitled to repayment of any portion of the Initiation Fees paid.

This Article 3, Section 3.20 applies only to requests for changes in Membership categories and does not apply to the automatic upgrade of an Affiliate to a Member upon completing payment of all Membership Fees under an Affiliate's Installment Plan.

### **Section 3.21 - WAITING LIST PRIORITY:**

The Waiting List for any Membership category shall be prioritized by the date each Eligible Affiliate or Transfer Candidate submitted a completed Application for Membership, however, a Member or Affiliate seeking to change Membership categories under Article 3, Section 3.20, will be prioritized on the Waiting List by the date of the request to transfer. For a former Member or Affiliate approved for reinstatement under Article 3, Section 3.18, the date of the Application for reinstatement will apply.

When a Transfer Candidate or Eligible Affiliate reaches the top of the Waiting List and a Membership position becomes available in the applicable category, a written notice will be sent informing the Transfer Candidate or Eligible Affiliate that a Membership is available in the applicable Membership category.

An Eligible Affiliate must upgrade his or his Membership category at the time he or she is notified that he or she has reached the top of the Waiting List and an applicable Membership is available.

A Transfer Candidate that became a Transfer Candidate as a result of being a Non-Resident Golf Member, Non-Resident Golf affiliate, Non-Resident Tennis/Social Member, or Non-Resident Tennis/Social Affiliate that relocated his or her permanent or principal residence to a location less than fifty miles from the Clubhouse must upgrade his or his Membership category at the time he or she is notified that he or she has reached the top of the Waiting List and an applicable Membership is available.

Otherwise, a Transfer Candidate so informed will become a Member or an Affiliate in the applicable Membership category if, within thirty (30) days after receipt of the written notice, the Transfer Candidate accepts the notice and pays the Membership Fees and the Annual Dues (or prorated portions thereof) set by the Board or agrees to an approved Installment Plan if applicable. The Transfer Candidate so notified will receive credit for any Membership Fees and Annual Dues which have been previously paid. Should the Transfer Candidate not respond or decline the opportunity to change his/her Membership category at the time notified, his/her name will be placed at the end of the Waiting List for that category of Membership.

### **Section 3.22 - USE BY NON-MEMBERS AND NON-AFFILIATES:**

The Facilities of the Club are limited to the use by the Members, Affiliates, and Family, and no other Person may use the Facilities unless they are the guest of and accompanied by a Member, Affiliate, or Family member of a Member or Affiliate, or the guest of a Member or an Affiliate and in receipt of a guest card issued by the Club. All Guests are subject to appropriate guest fees that are set by the Board from time to time. Guest cards will be issued only to non-resident guests, (Persons who reside outside a fifty (50) mile radius of the Club measured in a straight line from the Club to the Person's permanent legal residence). Upon request of a sponsoring Member or Affiliate to the General Manager, the Club will issue a guest card to a non-resident guest and will send the guest charges (including the guest fee and all Club Charges incurred by the guest) to the non-resident guest's home club or apply such charges to the Club Account of the Member or Affiliate. Sponsoring Members and Affiliates who desire non-resident status for a guest, but who do not need a guest card to be issued (who will always accompany the guest), must still request non-resident guest status from the General Manager. Guests who have not received prior approval as a non-resident guest will be considered resident guests.

A Member or Affiliate may have no more than four (4) guest cards outstanding at any one time. The guest card will allow the guest to use the same facilities of the Club that the Member or Affiliate is entitled to use, and no more. The holder of a guest card may not have guests. A guest card will not be valid for more than fourteen (14) days. Each guest receiving a guest card must come to the Club in person to receive the guest card. The General Manager or any member of the Board will have the right to refuse the issuance of a guest card. The privileges to use the Facilities of the Club for any guest may be withdrawn at the discretion of the General Manager or any member of the Board.

The sponsoring Member or Affiliate of the guest will be responsible for all guest fees, Club Charges, and penalties incurred by the guest even though the guest's charges may have been sent to the guest's home club. If such

guest charges sent to the guest's home club are not paid within thirty (30) days, the guest charges will be added to the sponsoring Member's or Affiliate's Club Account and will be billed to the Member or Affiliate.

**Section 3.23 - AGENCY:**

No Member or any Person participating in the activities of the Club, other than Board members, shall have the authority, express or implied, to act on behalf of or as an agent for the Club or the General Manager.

**Section 3.24 - EMPLOYEES:**

Employees of the Club are to be treated in a courteous and considerate manner. No employee shall be reprimanded in any way by a Member, Affiliate, or by the Spouse or Children of a Member or Affiliate. Any complaints regarding service rendered by Club Personnel should be made to the General Manager or the manager on duty. Depending upon the severity of the complaint, the Club Manger may require the Member, Affiliate, or the Spouse or Children of the Member or Affiliate to state the complaint in writing, along with the complaining Person's signature. Members, Affiliates and their Spouses and Children are requested to report misbehavior or violations of rules or laws committed by employees, other Members, Affiliates, or guests to the General Manager and all violations will be subject to disciplinary action as deemed necessary by the Board.

**Section 3.25 - TRANSFER ELIGIBLE ENTITIES:**

Upon request of a Member or Affiliate or prospective Member or Affiliate, or the request of the Board, or upon the Membership Committee's own initiative, the Membership Committee may recommend to the Board that an entity be deemed a "Transfer Eligible Entity". Any such recommendation will: (i) identify the entity to be considered, and (iii) describe how such designation will provide the Club the opportunity to attract multiple (i.e. three or more) employees, officers, members, managers, partners, or directors of the entity to apply for membership in the Club.

Upon such recommendation, the Board shall determine if the entity is a Transfer Eligible Entity if: (i) the entity has at least three employees, officers, members, managers, partners, directors, or combination thereof who have completed recent applications for new membership to the Club, (ii) the entity is actively engaged in business, commerce, philanthropy, or education in Florida or actively offers services in Florida, (iii) the entity has been operating in such manner for at least one year, and (iv) the Board votes in favor of designating the entity as a Transfer Eligible Entity.

The Board may request various documents, evidence, or statements to assist it in making its determination of whether the entity is a Transfer Eligible Entity. The Board's determination of whether an entity is a Transfer Eligible Entity shall be within the Board's sole discretion.

If the Board determines that the entity is a "Transfer Eligible Entity", an existing or future Member or Affiliate who is an employee, officer, member, manager, partner, or director of the Transfer Eligible Entity may thereafter request that the Member's or Affiliate's Membership be transferred to another Person pursuant to Article 3, Section 3.16(D) of these Bylaws.

**ARTICLE 4**  
***Meetings of Members***

**Section 4.1 - ANNUAL MEETING:**

The Annual Meeting of the Members shall be held at 7:00 p.m., Eastern Standard Time, on the second Tuesday of November of each year if such day is not a Designated Holiday, and if a Designated Holiday, then on the next business day thereafter, at the principal office of the Club, or at such other time, date and place as the Board may specify by notice to the Members.

All Member votes shall remain confidential. Only the Club's Secretary, and other election officials, as appointed by the Board, have the authority to view and count actual ballots. A recount of the ballots in any election may be requested of the Secretary so long as the request is made, in writing, no later than five (5) business days after the results of the election are posted and is signed by at least ten (10) Members who voted in

person or by proxy in such election. The requesting Members must engage an independent auditor (at their expense) acceptable to both the requesting Members and the Club. The auditor may review the proxies and verify a recount.

Regardless of whether a quorum is present at the Annual Meeting, the Members present in person or by proxy must elect such number of members of the Board as shall be necessary to fill the seats of any Directors whose terms expire as of such Annual Meeting and any vacancies on the Board. In addition, the Members shall transact such other business as may be properly brought before the Annual Meeting.

#### **Section 4.2 - SPECIAL MEETINGS:**

A Special Meeting of the Members may be called at any time by the President, any six (6) Directors or by written request of fifty percent (50%) of the Members. A Special Meeting must be held at the principal office of the Club. Written notice of the date, time and the purpose or purposes for which the Special Meeting is called must be given by the Secretary of the Club, or by the Person or all such Persons calling the Special Meeting to each Member no less than ten (10) nor more than sixty (60) days prior to the date set for the Special Meeting.

#### **Section 4.3 - MEMBERSHIP VOTES:**

At the Annual Meeting or any Special Meeting, each Golf Member or Non-Resident Golf Member is entitled to one (1) vote and each Tennis/Social Member or Non-Resident Tennis/Social Member is entitled to one-half (½) vote on all matters on which Members may vote. For purposes of voting at such Meetings, only a Member will be entitled to vote on matters before the Members. A Family member of a Member may not vote or attend a Meeting unless they hold a valid proxy. Except as otherwise provided in these Bylaws or in the Articles of Incorporation, the affirmative vote of a majority of all voting Members present in person or by proxy or by proxy ballot at a Meeting at which there is a quorum will be required to carry any proposal upon which Members are entitled to vote. For instance, if a quorum is present consisting of two hundred (200) Golf Members and one hundred fifty (150) Tennis/Social Members, the total number of Member votes will be two hundred seventy-five (275) (200 Golf Member votes and 75 Tennis/Social Member votes) and a majority of Membership votes will be at least 138 Membership votes.

#### **Section 4.4 - PROXIES:**

A Member may vote by a general or limited proxy executed in writing by the Member or his duly authorized attorney-in-fact. The Secretary of the Board must be advised of the existence and given a copy of each proxy prior to the commencement of the Meeting or the proxy will not be deemed valid for purposes of voting at that Meeting. Every appointment of a proxy-holder will be revocable by the Member by executing a new proxy which satisfies the requirements for appointing a proxy-holder set forth herein, or by giving notice of revocation to the Club in writing or in person at a Meeting. No proxy will be effective for more than eleven (11) months from the date of the proxy unless specifically noted in the proxy. The Secretary of the Board will decide any dispute concerning the validity of a proxy. If a proxy is limited, only those voting issues specifically addressed on the written proxy may be voted upon by the proxy-holder. Other issues brought forth but not specifically addressed on a limited proxy will not be voted upon by the proxy-holder, but the proxy-holder shall be counted towards a quorum for such matter and be recorded as abstaining in the vote.

#### **Section 4.5 - PROXY BALLOTS:**

##### **A. Generally.**

The Secretary shall prepare proxy ballots for each Meeting related to the matters to be considered at the Meeting and shall make such proxy ballots available to all Members in hard copy form or via a secure internet link. Subject to the provisions herein, any Member who votes via a proxy ballot or via secure internet link prior to or at the time of the call of a vote upon a matter shall have their votes counted.

##### **B. Hard Copy Proxy Ballots.**

The Secretary shall implement the procedure for collecting hard copy proxy ballots which identifies which Members have submitted proxy ballots but preserves the confidentiality of the proxy ballots. A hard copy proxy ballot shall be prepared for the matters the Members are scheduled to vote upon at the Meeting. Such hard copy proxy ballots shall contain the name and signature of the Member submitting the hard copy proxy ballot. No

hard copy proxy ballots will be accepted unless the Member's name and **original** signature appears on the face of the proxy ballot.

Upon confirmation that a Member is entitled to vote, the proxy ballot shall be counted at such time as a vote on a matter is called at the Meeting. For each vote that is called at the Meeting, proxy ballot shall tallied as part of the vote. Any Member who votes on **any** matter via hard copy proxy ballot will not be allowed to vote on **any** matter in person, or via internet, or via proxy at the Meeting. The Secretary shall ensure that all Members who submit a hard copy proxy ballot will not have access to an internet proxy ballot.

### **C. Internet Proxy Ballots.**

The Secretary shall ensure the implementation of a secure internet link that identifies each Member by password or identification number and allows the Member to submit a single confidential vote via the internet for each matter on the proxy ballot. The Secretary shall ensure that a system is implemented which ensures the confidentiality of each vote made via internet proxy, but which also identifies which Members are voting via internet.

A Member shall use a secure internet proxy ballot password or identification number upon agreeing to applicable terms of use as set by the Board which terms will include an agreement by the Member to not disclose or give out his/her secure password or identification number or let any other Person utilize the secure password or identification number.

The Secretary shall ensure that upon a Member's suspension, resignation, expulsion, or death without a surviving Spouse that such Member's access to the secure internet link is terminated or suspended.

Any Member who votes on **any** matter via internet proxy ballot will not be allowed to vote on **any** matter in person, or via hard copy proxy ballot, or via proxy at the Meeting. The Secretary shall ensure that any Member who submits a hard copy proxy ballot will not have access to an internet proxy ballot.

### **D. Privilege Only.**

Voting via proxy ballots is a privilege and not a right. The Secretary shall take all necessary measures to ensure the availability of proxy ballots, however, the Members shall not be guaranteed any rights to vote via proxy ballots. The Members attempting to vote via proxy ballots do so at their own risk. In the event that, as a result of matters beyond the Secretary's control (such as the non-delivery of mail, or failure of internet service, or other computer or software failures), that one, some, or all proxy ballots are not received, the vote of the Members shall not be effected or delayed.

### **Section 4.6 - ATTENDANCE BY CONFERENCE CALL:**

At the Board's discretion and upon written request of a Member or proxy-holder, any Member or proxy-holder may participate in a Meeting by means of a conference telephone call or similar equipment which allows all Persons participating in the Meeting to hear each other at the same time. Participation by such means shall be counted for the purposes of determining a quorum. A request will be valid only if forwarded to the Board prior to the applicable Meeting in writing, including via facsimile, is signed by the Member or proxy-holder, and states which Meeting the Member or proxy-holder wishes to attend via conference call. The Board must approve or disapprove of the attendance via conference call for all Members or proxy-holders so requesting as a group.

### **Section 4.7 - QUORUM:**

The presence in person, by proxy, by proxy ballot, or according to Section 6 above of at least ten percent (10%) of the total allowable votes at any Meeting shall constitute a quorum for such Meeting. For instance, if the Club has a total of four hundred (400) Golf Members representing four hundred (400) total possible votes and one hundred fifty (150) Tennis/Social Members representing seventy-five (75) total possible votes, a quorum will be established if there is at least forty-seven and a half (47.5) votes present in person or by proxy at the Meeting. The presence of a Member by proxy shall be counted towards a quorum on all matters brought forth at a Meeting regardless of any restrictions or limitations placed upon the proxy-holder.



**ARTICLE 5**  
*Annual Dues and Assessments*

**Section 5.1 - ANNUAL DUES:**

Annual Dues for all Membership categories and the date or dates of payment thereof will be determined by the Board.

**Section 5.2 - ASSESSMENTS:**

During each fiscal year of the Club, each Member and Affiliate may be subject to Assessments and/or Equity Assessments as determined by the Board to be necessary or appropriate for any deficit reduction or other financial need of the Club. In order to provide Members and Affiliates with at least ninety (90) days advance notice, all Assessments and/or Equity Assessments will be due at the end of the calendar quarter after the calendar quarter in which they are announced by the Club. Assessments will not be considered Equity unless designated as Equity Assessments by the Board at the time they are determined. Equity Assessments paid by Members will become part of the Member's Equity and Equity Assessments paid by Affiliates will be deemed to be Contingent Equity.

**Section 5.3 - ACCOUNTS, DELINQUENCIES, AND EXPULSION:**

Statements covering Annual Dues, Club Charges, Assessments, Equity Fees (including new Equity Assessments), payments under an Installment Plan, and any other indebtedness owed by each Member or Affiliate will be due and payable when received or such future date as indicated on the statement or in accordance with the terms of the Installment Plan. If the Club does not receive payment within thirty (30) days of the statement date or due date, the Member or Affiliate will be deemed delinquent. A late charge of fifty and no/100 dollars (\$50.00) or one and one-half percent (1.5%) of the balance due, or the maximum extent allowed by law, whichever is greater, will be added to the Member's or Affiliate's Club Account each month the Member or Affiliate is delinquent. The Board may suspend the Membership privileges of any Member or Affiliate who is delinquent.

A Member or Affiliate who is delinquent for ninety (90) days after the statement date or due date will be automatically suspended without the necessity of any Board action. If the delinquency of the Member or Affiliate continues beyond one hundred and twenty (120) days after the statement date or due date, that Member or Affiliate will automatically be expelled from the Club. The Board may, at its sole discretion, vote to stay the expulsion for any period of time it deems appropriate if it determines the Member or Affiliate is making a good faith effort to bring the account current.

If a Member or Affiliate fails to comply with the terms of an Installment Plan, then the Installment Plan shall be terminated and all payments owed under the Installment Plan shall be accelerated and immediately become due and payable. It is the responsibility of the Member or Affiliate to comply with the terms of the Installment Plan regardless of whether a statement is sent or received requesting payment under the Installment Plan. The Board may, at its sole discretion, vote to stay the termination and/or acceleration of any Installment Plan or amend an Installment Plan if it determines the Member or Affiliate is making a good faith effort to bring the account current.

**Expelled Members and Affiliates shall remain liable for all payments scheduled to be made under an Installment Plan.** If a Member or Affiliate fails to comply with the terms of an Installment Plan after the effective date of their expulsion, then all payments owed under the Installment Plan shall be accelerated and immediately become due and payable which will be collected in the manner provided for herein. An expelled Member shall thereafter have no rights or privileges to use the Club, including as the guest of a Member.

In the event of a Member's or Affiliate's personal bankruptcy, unless the Club Membership is assumed as a continuing executory contract within sixty (60) days of the petition date (or such other amount of time as may be extended by the Bankruptcy Court), the Membership shall automatically terminate and the Member or Affiliate shall be automatically expelled. The Club may petition a Bankruptcy Court to force a debtor or trustee to assume, reject, or abandon the Membership.

When a Member is expelled, any unpaid Annual Dues, accumulated Club Charges, unpaid Equity Assessments, late fees, or any other monies owed to the Club may, at the sole discretions of the Club, be immediately deducted from the Equity held by that Member and any amount owed that is deducted from the Member's Equity may be forfeited. After any such deductions/forfeitures are applied, the Member will then be placed on the appropriate Refund List for the amount of the remaining Equity balance (if any). The date of

expulsion will be the date used to establish the order of repayment of the remaining Equity balance of the Member.

Should a Member be expelled with unpaid Annual Dues, Club Charges, Assessments, Equity Assessments, or any other monies owed to the Club, such Member may be subject to legal action by the Club for the collection of the remaining balance of the monies owed.

Should an Affiliate be expelled with unpaid Initiation Fees, Annual Dues, Club Charges, Assessments, Equity Assessments, or other monies owed to the Club, such Affiliate may be subject to legal action by the Club for the collection of the monies owed.

The Club's Board shall have sole discretion in deciding whether to pursue legal action and/or whether to enter into a settlement with any Member or Affiliate or the representative of the Member or Affiliate, including a trustee or receiver in any insolvency proceeding, regarding any monies owed to the Club or the early repayment of Equity at a reduced rate or the use of Equity to cover unpaid obligations.

In the event that a resigning or expelled Member's or Affiliate's account is turned over to an attorney for collection or suit is brought on the same, or the same is collected through any judicial proceeding whatsoever, the Member or Affiliate shall pay reasonable collection costs, attorneys' fees and costs incurred by the Club and shall be entitled to recover all attorneys' fees and costs incurred to establish, collect, or claim such attorneys' fees and costs. The Member or Affiliate agrees that venue for all actions shall be in Orange or Seminole County, Florida.

#### **Section 5.4 - SENIOR EQUITY EXCHANGE:**

A Golf Member in good standing who is at least 65 years of age and has been a Member for at least twenty (20) years or who is at least 75 years of age and has been a Member for at least fifteen (15) years and who holds \$25,000 or more in Equity in the Club and a Tennis/Social Member in good standing who is at least 65 years of age and has been a Member for at least twenty (20) years or who is at least 75 years of age and has been a Member for at least fifteen (15) years and who holds \$10,000 or more in Equity in the Club, may exchange all of their Equity except for \$1.00 for a twenty-five percent (25%) lifetime discount of all future Annual Dues, Assessments, and/or Equity Assessments, which discount shall continue in effect until the resignation or expulsion of the Member or upon the death of the Member without a surviving Spouse regardless of which Membership classification the Member may transfer to.

The Equity given up in exchange for the discount shall be relinquished to the Club to be used in whatever manner the Board deems proper.

The discount shall pass to the surviving Spouse upon the transfer of the Membership in accordance with Article 3, Section 3.16(C). The discount shall not pass and shall cease to be effective upon any Business Transfer as described in Article 3, Section 3.16(D). However, no more than fifty (50) Members may take advantage of this discount at any time.

## **ARTICLE 6** ***Board of Directors***

#### **Section 6.1 - NUMBER AND QUALIFICATION OF DIRECTORS:**

The Club will be governed by the Board chosen by and from among the Persons who are Members (not the Spouse or Children of Members). However, no more than two (2) Tennis/Social Members may serve as Directors at any time. Affiliates and Clubhouse Members are not eligible to be Board members. The number of Directors may be increased or decreased (but never to less than three (3) members) from time to time by resolution of the Board. No such resolution decreasing the number of Directors will have the effect of shortening the term of any incumbent Director. The Board will be divided into three (3) groups so that the terms of office of the Directors of one group will expire each year and their successors elected for three-year terms, or in the case of filling any vacancy on the Board, for the remainder of the term of the Director whose seat on the Board has become vacant. If the number of Directors is changed by action of the Board, any newly created positions or any decrease in the number of positions will be apportioned among the groups to make all groups as nearly equal in number as possible.

No Director having served a full term of three (3) years may be re-elected or appointed as a Director without a one year interval having elapsed, unless such Person: (a) is to be the President or Vice President during the ensuing year, or (b) is recommended for nomination by the President and accepted by the Nominating Committee.

No Person may serve as a Director unless such Person is a Member in good standing (i.e., not delinquent in the payment of any Membership Fees, Annual Dues, Assessments or other obligations to the Club).

No more than two Persons can be a member of the Board while also serving as a member of the Membership Committee. If a Person that is a member of the Membership Committee is elected as a Board member and the Membership Committee already has two Board members, one of the Board members will have to resign his/her position on the Membership Committee and the Chairman of the Membership Committee shall select a replacement. If no Board member volunteers to resign, a vote of the Board will determine who shall resign from the Membership Committee through progressive voting (i.e.: member A versus member B, then, member A/B vote loser versus member C).

If a Member misses three (3) meetings of the Board within any fiscal year without an excuse (illness, legitimate conflicting meeting, out of town, etc.) that Person's service on the Board will automatically terminate.

### **Section 6.2 - VACANCIES:**

Whenever any vacancy shall occur among the Directors through death, resignation, removal, termination, increase in the number of Directors or otherwise, the remaining Directors may choose a successor to hold office for the remainder of the former Director's term until the election of his/her successor at the next annual meeting of the Members.

### **Section 6.3 - POWERS:**

Without limiting its general powers, the Board has authority:

- A. To censure, suspend or expel any Member or Affiliate;
- B. To promulgate and amend Rules and Regulations for the use of the Club by Members, Affiliates and their respective guests and for their conduct in the Clubhouse and other Club Facilities, including specifically, but not limited to, House Rules and Regulations, Golf Rules and Regulations, Tennis Rules and Regulations, Swimming Pool Rules and Regulations, and Fitness Center Rules and Regulations;
- C. To add or eliminate Membership categories, and determine when each Membership category may be available at any particular time;
- D. To set Membership Fees, Annual Dues, Assessments, Equity Assessments, Club Charges and any other fees, and to change any or all of those fees from time to time as it deems necessary;
- E. To promulgate and/or amend Rules and Regulations, policies, and procedures from time to time that foster a multigenerational family environment at the Club, facilitating the ability of Children to join the Club;
- F. To fix penalties for violations of Club Rules and Regulations and to enforce such penalties;
- G. To call special meetings of the Members of the Club;
- H. To interpret these Bylaws and the Rules and Regulations of the Club; and
- I. To approve or pre-approve Installment Plans.

### **Section 6.4 - NOMINATIONS:**

The Nominating Committee will select candidates for the ensuing annual election required to fill the seats of all Directors whose terms of office expire as of the annual meeting and any vacancies on the Board. The names of such candidates will be submitted to the Members in writing by mail at least ten (10) days in advance of the annual meeting. No Person nominated other than by the Nominating Committee will be eligible for election as a Director unless: (a) the candidate has been endorsed in writing by ten (10) Members, and (b) such written endorsement has been delivered to the Secretary at least seven (7) days in advance of the annual meeting. The name of the candidate and a list of endorsers will be mailed to the Members at least five (5) days in advance of the annual meeting by the Secretary. It is the duty of the Secretary (and only the Secretary) to mail the name of the candidate(s) and endorsers to the Members.

### **Section 6.5 - MEETINGS:**

Except as otherwise herein provided, all corporate action to be taken by the Board shall be taken at meetings of the Board. Unless a greater proportion is required by law, one-third of the entire Board constitutes a quorum for the transaction of business at a meeting of the Board and except as otherwise provided by law, the Articles of Incorporation or these Bylaws, the vote of a majority of the Directors present at a meeting at the time of such vote, if a quorum continues to be present, will be the act of the Board. Regular meetings of the Board will

be held at such times as may be fixed by the Board. Special meetings of the Board may be held whenever called by the President or any two (2) Directors. The meetings of the Board will be held at such places within the State of Florida as may be determined by the Board, and if the Board cannot agree on a place other than the Club's principal office, such meetings shall be held at the Club's principal office.

**Section 6.6 - NOTICE:**

No notice need be given of annual or regular meetings of the Board. Notice of each special meeting of the Board must be given to each Director by mail not later than noon on the third (3rd) day prior to the meeting, or by facsimile or orally not later than noon on the day prior to the meeting. Notice shall be deemed to have been given by mail when deposited in the United States Mail or by facsimile when received by the Director. Notice of a meeting of the Board need not be given to any Director who submits a signed waiver of notice whether before or after the meeting or who attends the meeting without protesting the lack of notice prior to commencement of the meeting. Notice of a special meeting need not specify the purpose of the meeting of the Board.

**Section 6.7 - ADJOURNMENT:**

A majority of the Directors present, whether or not a quorum is present, may adjourn any Board meeting to another time and place.

**Section 6.8 - ACTION TAKEN BY WRITTEN CONSENT:**

Any action required or permitted to be taken at any meeting of the Board, any committee thereof, or any committee of the Club may be taken without a meeting if a written consent thereto is signed by all members of the Board or of the committee, as the case may be, and such written consent is filed with the minutes of the proceedings of the Board or the committee.

**Section 6.9 - ACTION TAKEN BY CONFERENCE CALL:**

Any one or more members of the Board, any committee thereof, or any committee of the Club may participate in a meeting of the Board or of such committee by means of a conference telephone call or similar equipment which allows all Persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at such meeting.

**Section 6.10 - COMPENSATION:**

Directors shall receive no compensation for their services to the Club.

**ARTICLE 7**  
*Officers*

**Section 7.1 - ELECTION AND QUALIFICATION:**

The officers of the Club will consist of a President, one or more Vice Presidents, a Secretary and a Treasurer, and such other officers as the Board may designate. All such officers will be elected by a majority vote at the first meeting of the Board following the annual meeting of Members. The President and other officers will serve for a term of one (1) year at the pleasure of the Board. The President will be chosen from any of the existing or previous year's Directors. All other officers will be chosen from among the eligible Members of the Club. Any Person otherwise qualified may hold more than one office, except that the President may not also be the Secretary. If any officer is removed by the Board prior to the expiration of the term, the Board shall appoint a replacement in accordance with the procedures herein for selecting such officer, and such replacement shall serve until the end of the original term of the replaced officer.

**Section 7.2 - PRESIDENT:**

The President will be the chief executive officer of the Club and will preside at meetings of the Members and at meetings of the Board. The President will have general management control of the overall business and affairs of the Club, subject to the superior authority of the Board. The General Manager will report to the President. The President will see that all orders and resolutions of the Board are carried into effect and perform such additional duties as are delegated to the President from time to time by the Board.

### **Section 7.3 - VICE PRESIDENT:**

In the absence of the President, one of the Vice Presidents (designated by the President, or if the President is unable, by the Board) will preside at all meetings of the Members and at meetings of the Board. In addition, the Vice President(s) will perform such other duties and will have such other powers as the Board may designate.

### **Section 7.4 - SECRETARY:**

The Secretary will have the care and custody of the books of the Club and will give the necessary notices of all meetings of the Club, the Board, the Executive Committee and other committees. The Secretary shall be responsible for preparing minutes of all Board and Membership meetings. The Secretary shall have the authority to authenticate any records of the Club, as may be required. The Secretary will keep such books and records and perform all such other duties as may be assigned by the Board. In the event of the absence or disability of the Secretary, an Assistant Secretary, who need not be a Member, may perform the duties of that office.

### **Section 7.5 - TREASURER:**

The Treasurer will receive and have custody of all moneys and securities of the Club and shall be the Chairman of the Finance Committee. The Treasurer will do and perform all such duties as may be required by the Board and such other duties as are generally attributable to such office. At the end of each year, the Treasurer will submit to the Board a statement of receipts and disbursements and will also from time to time, on request, make a report to the President as to the financial condition of the Club. In the event of the absence or disability of the Treasurer, the duties of that office may be performed by an Assistant Treasurer, who need not be a Member.

## **ARTICLE 8**

### ***Committees***

#### **Section 8.1 - COMMITTEES:**

There shall be the following “standing” committees: an Executive Committee, a Finance Committee, a Golf Committee, a Greens Committee, a House Committee, a Human Resources Committee, a Long Range Planning Committee, a Membership Committee, a Nominating Committee, a Rules Committee, an Art Committee, and a Tennis Committee. The Board may create additional “standing” committees and may create, from time to time, additional “ad hoc” committees established for a designated purpose.

Once the “ad hoc” committee has completed its designated purpose, it will cease to exist. To the extent not inconsistent with these Bylaws, the Board will establish the number of members of each committee and define the powers and duties of each committee, and all committees shall report to and be subject to the authority of the Board. Unless the Board otherwise provides, each committee may make, alter and repeal rules for the conduct of its business.

#### **Section 8.2 - MEMBERSHIP:**

The President will designate the chairman of each committee except the Finance Committee. Each committee chairman shall appoint the members of their committee, as well as the chairman of any sub-committee, subject to these Bylaws and approval by the President. Additionally, the President may appoint other members to a committee as he/she deems fit. The terms of all committee chairmen and members will terminate upon the election of a new President or at the discretion of the President. Any Member is eligible to serve as a committee member, except as provided by these Bylaws. The President will be an *ex officio* non-voting member of each committee.

#### **Section 8.3 - COMMITTEE FUNCTIONS:**

##### **A. Executive Committee.**

The Executive Committee will consist of the President and such other Directors as the President designates. When it considers the same appropriate, the Executive Committee will recommend to the Board policies and changes in the Bylaws regarding the business affairs of the Club, its operations and current problems, if any, and handle such emergencies and other matters as may be delegated to the committee by the Board for final action. Subject to ratification by the Board, the Executive Committee may act for the Board when the President believes it is not practical or feasible to convene a meeting of the Board.

## **B. Finance Committee.**

The Finance Committee will be composed of a Chairman, and four (4) other Members of the Club, of which at least two (2) are not current Board members, but have prior knowledge and experience in the financial industry. The Club Treasurer will be Chairman of the Finance Committee and will report the financial condition of the Club to the Board at its monthly meetings.

The Finance Committee shall be responsible for : (1) preparing an annual budget for the ensuing year to be presented to the President for approval and presentation to the Board, (2) reviewing and monitoring the aging of accounts payable and accounts receivable and make recommendations to the Board related to appropriate action concerning such accounts, (3) review and approve credit arrangements, (4) closely monitor the Club's cash flow, and (5) obtain from Club staff projections of cash flow as appropriate for prudent management of the Club's resources.

The Finance Committee will also have the responsibility to identify and schedule the Club's major expense requirements for the ensuing five (5) years. Major expenses are those expenses, capital or otherwise, that are extraordinary, do not reoccur on an annual basis and require procurement negotiations. The Chairman of the Finance Committee will assure that the Club receives value for its major expense funds and will recommend all such expenditures to the Board.

## **C. Golf Committee.**

The Golf Committee will be responsible for recommending to the President a schedule for all major men's golf tournaments at the Club. The Chairman of the Golf Committee will assign the responsibility for planning and conducting each tournament to a member of the Golf Committee. The Golf Committee will assure compliance with the Golf Rules and will make recommendations to the Board regarding any changes to the Golf Rules. The Couples Golf Committee, the Ladies Golf Committee, the Junior Golf Committee and the Tartan Invitational Committee are subcommittees of the Golf Committee and are responsible through the Chairman of the Golf Committee to the Board.

## **D. Greens Committee.**

The Greens Committee will make recommendations to the President with respect to the maintenance and improvement of the golf course. The Greens Committee will monitor and review on a continuing basis the maintenance of the golf course to assure preservation of the investment and the accommodation of the Membership. The Greens Committee will work in close harmony with the Golf Committee to accomplish its mission. The Greens Committee will communicate with the Long Range Planning Committee and assist in the development of its planning and report the activities thereof to the Board.

## **E. House Committee.**

In conjunction with the President and subject to the superior authority of the Board, the House Committee will have full charge and control of the design, construction and maintenance of the clubhouse and all related facilities and their contents. The House Committee will from time to time report to the Board as to the condition of the Club's facilities and when the occasion requires, its recommendations with respect to alterations or decorations with estimates of the cost involved. The food and beverage operations will be monitored and reviewed on a continuing basis by the House Committee for the purpose of assuring satisfaction of the Membership with the dining facilities, but balanced with fiscal responsibilities. The Tennis/Social Committee, the Decorating Committee, the Christmas Decorating Committee, the Debutante Committee, the Couples Bridge Committee and the Ladies Bridge Committee are subcommittees of the House Committee and are responsible through the Chairman of the House Committee to the Board.

## **F. Human Resource Committee.**

The Human Resource Committee is responsible for developing, for Board approval, a compensation policy that will attract and reward employees of the Club without compromising the Club's financial position. The Human Resource Committee will review and make recommendations to the President regarding compensation for the General Manager and each department head. The Human Resource Committee will consult with the General Manager to establish Personnel policies and performance evaluation criteria. The Human Resource Committee will plan and assist in long term and emergency staff requirements, including conducting candidate interviews and

submitting recommendations for key staff positions. The Compensation Committee is a sub-committee of the Human Resource Committee and is responsible through the Chairman of the Human Resource Committee to the Board. The Compensation Committee will be composed of the current Vice President and the immediate four past Presidents. In the event one the past Presidents is unable or unwilling to serve, the invitation to serve will be extended, in chronological order, until an appointment is accepted.

**G. Long-Range Planning Committee.**

The Long-Range Planning Committee functions to provide continuity in decisions with respect to proposed changes to all Club facilities including the golf course, tennis courts, major landscaping, parking, buildings and their interior design. All decisions of the Long-Range Planning Committee are subject to Board approval. The committee shall be composed of (1) a chairman, selected by the Board for a five-year term, who may be removed by a majority vote of the Board, (2) a member-at-large, selected by the Board for a three-year term, who may also be removed by a majority vote of the Board, (3) the two immediate past Club Presidents and (4) the current Club President.

**H. Membership Committee.**

The Membership Committee will consist of no less than five (5), no more than seven (7) Members. The Membership Committee will receive and review each Application for Membership to determine if the Application complies with the Rules and Regulations of the Club, and report its recommendations as to nominations for Membership to the Board in accordance with Article 3, Section 3.14. The names of the members of the Membership Committee, other than its chairman, must be kept confidential.

In addition to reviewing applications for Membership, the Membership Committee will develop programs to encourage nominations of appropriate candidates for Membership.

**I. Nominating Committee.**

The Nominating Committee will consist of five (5) Members: the then current President and Vice President plus the three (3) most immediate past Presidents of the Club who are living in the community and are willing to serve. The current President shall be Chairman of the committee. The committee shall review all Persons nominated to serve on the coming year's Board and make their recommendation for a slate to be presented to the Members along with any other properly submitted nominations as discussed in Article 6, Section 6.4.

**J. Rules Committee.**

The Rules Committee is responsible for the enforcement of the Bylaws and Club Rules and Regulations. The committee will review and make determination on all major rules violations as described in Article 10. It will be composed of a chairman, appointed by the President, and no less than 3 and no more than 5 past Presidents.

**K. Art Committee.**

The Art Committee will consist of five (5) Members including two (2) at large members selected by the Executive Committee and three (3) artistic members who have previous knowledge and/or experience in the visual arts who shall be selected by a joint vote of the Executive Committee and the Board after review of the proposed candidate's artistic knowledge and/or background. To be considered, applicants shall present their artistic qualifications and history to be reviewed prior to a vote on appointment to the Art Committee, but such applicants are not required to be practicing artists.

The role of the Art Committee is to assist the Club with acquisitions and placement of artistic works for the Club when directed to do so by the Board or Executive Committee. The Art Committee is encouraged to utilize professional art consultants in making their recommendations. The Art Committee shall be an advisory committee that will present its findings to the Board which shall have the final determination over any acquisitions and placement of artistic works.

The goal and philosophy of the Art Committee is to recommend a high quality collection of art for the Club that is compatible with the mission statement of the Club and its family values.

**L. Tennis Committee.**

The Tennis Committee will make recommendations to the President with respect to the operation of the tennis, swimming and Fitness Center facilities. The Tennis Committee will be responsible for scheduling of tennis tournaments. The Tennis Committee will assure compliance with the Tennis Rules and Regulations, Swimming Pool Rules and Regulations, and Fitness Center Rules and Regulations and make recommendations to the Board regarding any changes to such Rules and Regulations. The Swim/Physical Fitness Committee, Ladies Tennis Association, the Ladies Team Tennis and the Men’s Team Tennis are subcommittees of the Tennis Committee and are responsible through the Chairman of the Tennis Committee to the Board.

**ARTICLE 9**  
***Designated Holidays***

New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the Friday following Thanksgiving Day are “Designated Holidays”. When the national celebration of a “Designated Holiday” falls on a Monday, the Club shall be open that day and closed the following Tuesday. The Club shall be closed on Christmas Day.

**ARTICLE 10**  
***Rule Enforcement***

**Section 10.1 - RESPONSIBILITY:**

**A. Members/Affiliates.**

It is the responsibility of each Member and each Affiliate to be aware of all Rules and Regulations of the Club. The failure of a Member or an Affiliate to abide by the Rules and Regulations will likely inconvenience other Members and Affiliates and will certainly impact their enjoyment of the Club. Rude and abusive behavior by any Member, Affiliate, or guest of a Member or Affiliate will not be tolerated. The comfort and convenience of all Members and Affiliates will best be served by strict observance of the Club Rules and Regulations.

**B. Staff.**

Each member of the staff must report all violations of the Rules and Regulations observed pursuant to the procedures outlined in this Article 10. If a Member or Affiliate, or a guest of a Member or Affiliate, is rude, abusive or continues to violate a rule or regulation after being informed of the violation, the staff member involved must report such occurrence to the General Manager immediately.

**C. Committee/Board.**

The responsible committee of the Board and/or the Board will have the power and authority of enforcement and discipline for violations of the Rules and Regulations.

**Section 10.2 - DOCUMENTATION:**

A standard form will be implemented by the Club to document violations of the Rules and Regulations. The standard form will include the date, the Member or Affiliate’s name, member number, the location of the violation, a brief description of the violation and the action taken. A notebook containing the forms will be maintained for violations of Rules and Regulations involving the golf operation, the tennis operation, the swimming pool area, the Fitness Center, and the Clubhouse. On at least a weekly basis, the General Manager will be informed of all violations of the Rules and Regulations for the previous week in the form of a copy of the forms from each notebook. A cumulative report will be generated each week and will be reviewed monthly by the responsible committees of the Board. Violations will be reported by the name of the Member or Affiliate in order to detect subsequent violations, particularly of the same Rules and Regulations.

**Section 10.3 - ENFORCEMENT:**

**A.** For the purpose of this Section, the term Member or Affiliate shall mean any Member or Affiliate, or Family of a Member or Affiliate.



**B.** For a minor rules violation, staff will give a verbal reminder when appropriate. Otherwise, the General Manager will be informed of the violation and will remind the Member or Affiliate of the Club rule verbally or by letter as soon as possible. For a major rules violation or for multiple minor violations, the General Manager will forward appropriate documentation to the Rules Committee for review. If the Bylaws call for a fine for the violation, the case will automatically be forwarded to the Rules Committee.

**C.** The Rules Committee will meet as necessary to review violations that have been forwarded to it. Three members shall constitute a quorum. The Committee may request the Member or Affiliate or other parties to appear so all circumstances about the violation may be taken into account. The Committee may take one or more of the following actions:

- 1) determine no action is needed.
- 2) write a letter of reprimand.
- 3) require the Member or Affiliate to write a letter of apology.
- 4) impose a fine.
- 5) require the Member or Affiliate to repay the Club for property damaged by the Member or Affiliate.
- 6) recommend suspension or expulsion and refer matter to the Board.
- 7) revoke the privileges of a Family member of a Member or Affiliate.

If the Committee determines suspension or expulsion of the Member or Affiliate is appropriate, the matter will be forwarded to the Board for review. The decision of the Committee will be determined by a simple majority vote (one half plus one). The Member or Affiliate will be informed of the Committee's decision within one week (seven days) of the meeting. The Member or Affiliate may appeal the decision to the Board by written request delivered to the General Manager no more than two weeks (fourteen days) after the Committee's decision is made. Unless under appeal to the Board, failure to comply with the Committee's decision within 30 days will result in suspension of the Member or Affiliate.

**D.** The Board will hear any disciplinary action referred by the Rules Committee, or may review any case itself, as it deems fit. The Board may, upon majority vote (one half plus one) suspend, expel or otherwise discipline any Member or Affiliate for committing any violation of these Bylaws or Rules and Regulations, for conduct unbecoming a Member or Affiliate, for any offense against the best interest of the Club or for other good and sufficient cause as determined by the Board.

**E.** A Member or Affiliate who has been suspended pursuant to these Bylaws shall be required to pay all Club Charges including monthly minimums following the effective date of suspension. In addition, no portion of any fee or monthly dues previously paid by a suspended Member or Affiliate shall be refunded or prorated. The food and beverage minimum will be prorated. During the period of suspension, the Member or Affiliate shall have no rights or privileges to use the Club's Facilities. A written notice shall be prepared and mailed to the Member or Affiliate within five (5) business days of the suspension, describing the violation, noting all parties involved, and specifying the action taken by the Board. A copy of the notice will be placed in the Member or Affiliate's file.

**F.** A Member or Affiliate whose Membership has been expelled pursuant to these Bylaws shall receive a written notice of revocation to be delivered by mail to the expelled Member or Affiliate. Upon revocation, the Member or Affiliate shall thereafter have no rights or privileges to use the Club, including as the guest of a Member or Affiliate. Revocation does not prejudice or affect in any manner the Club's right to use all legal remedies available to collect any delinquent indebtedness in accordance with Article 5, Section 5.3.

**G.** Members or Affiliates may request a review hearing, which will be held before the Board. The review hearing will be conducted within thirty (30) days from the date that the Member or Affiliate's request for the hearing is delivered to the General Manager. The Member or Affiliate may attend in person or by representation. Following the hearing, the Board will make every effort to reach a mutually acceptable resolution. In the event such a resolution is not reached, the decision of the Board is final and binding.

**H.** Any Member or Affiliate failing to pay any fine imposed by the Rules Committee or Board within thirty (30) days shall be suspended, and if not paid within forty-five (45) days thereafter shall be expelled.

**ARTICLE 11**  
***Indemnification of Directors, Officers and Others***

The Club will indemnify and pay on behalf of any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he/she is or was a Director, officer, or member of a committee of the Club, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit, or proceeding if he/she acted in good faith and in a manner he/she reasonably believed to be in, or not opposed to, the best interest of the Club; and with respect to any criminal action or proceeding, if he/she had no reasonable cause to believe his/her conduct was unlawful; or matter as to which such Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his/her duty to the Club unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all of the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, will not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which he/she reasonably believed to be in, or not opposed to, the best interest of the Club; and with respect to any criminal action or proceeding that he/she had no reasonable cause to believe that his/her conduct was unlawful. To the extent that a member of the Board, officer, or member of a Committee is entitled to indemnification by the Club in accordance with this Article 11, he/she will be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him/her in connection therewith. Expenses incurred in defending a civil or criminal action, suit, or proceeding will be paid by the Club in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of the member of the Board, officer, or member of a Committee to repay such amount unless it is ultimately determined that he/she is entitled to be indemnified by the Club as authorized in this Article 11. The indemnification provided by this Article 11 will not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any bylaw, agreement, vote of Members or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Article 11 will continue as to a Person who has ceased to be a member of the Board, officer, or member of a committee of the Club and will inure to the benefit of the heirs, executors and administrators of such Person. The Club is authorized to purchase and maintain insurance on behalf of any Person who is or was a member of the Board, an officer, or member of a committee of the Club, or is or was serving at the request of the Club as a member of the board, officer, or member of a committee of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him/her and incurred by him/her in any such capacity, as arising out of his/her status as such, whether or not the Club would have the power to indemnify him/her against such liability under the provisions of this Article 11.

**ARTICLE 12**  
***Limitation of Liability; Indemnification***

**Section 12.1 - RELEASE OF LIABILITY:**

While using the Facilities or participating in Club events, whether on or off the premises, Members, Affiliates and their guests are charged with the responsibility of using proper judgment at all times. Neither the Club, the Board, nor the General Manager assumes any liability for injuries caused to or incurred by any Member, Affiliate, user or guest or for damage to property resulting from the use of the Facilities. Consequently, any Member, Affiliate, guest or user who uses or accepts the use of any of the Facilities or services, or engages in any athletic contest, exercise or other Club activity, either on or off the premises, does so at his or her own risk and shall hold the Club, the Board, the Club Manager, and their employees and agents, harmless from any injury, damage, claim or liability resulting from such use or engagement.

**Section 12.2 - LIABILITY FOR DAMAGE:**

Each Member and Affiliate is liable for any damage to any of the Facilities or any Person caused by him or her, his or her Spouse and Children, or guests. Payment is due immediately upon presentment to the Member or Affiliate of a statement for costs.

Persons playing on the golf course are expected to respect the rights of Persons owning property adjacent to the golf course. Personal injury or property damage caused by a golf ball is the sole responsibility of the golfer striking the ball. The Club is not responsible for such damage. In the event of such damage, the Member or Affiliate should attempt to contact the adjacent landowner at the time of the incident. If this is not possible, the golfer should report the matter to the Pro Shop upon completion of play. Failure to do so will constitute a violation of these Bylaws and may be grounds for disciplinary action.

Persons playing golf and/or using carts on the golf course are responsible for any injury, which may result from his or her conduct. The Club is not responsible for injuries, which may result from errant balls or cart accidents. In the event a Member or Affiliate causes such injury, the Member should contact the injured party and take responsibility for the incident and should report the matter to the Pro Shop immediately. Failure to do so will constitute a violation of these Bylaws and may be grounds for disciplinary action.

**ARTICLE 13**

*Amendment of Bylaws*

These Bylaws may be amended or additional Bylaws adopted with the authorization or approval of a majority of the Directors present at a meeting of the Board; provided, however, that any amendment to these Bylaws affecting the voting rights of Members must be authorized or approved by a majority of the Membership votes present in person, by proxy, by proxy ballot, or in accordance with Article 4, Section 4.6 at the Annual Meeting at which a quorum is present or at a Special Meeting called for such purpose at which a quorum is present. The Club is under no obligation to publish changes in the Bylaws, which will be on file with the General Manager should a Member wish to see them.

**ARTICLE 14**

*Seal*

The seal of this Club shall be two concentric circles between which shall be inscribed "INTERLACHEN COUNTRY CLUB, INC." and inside the center circle shall be inscribed "Incorporated 1983, Corporation Not For Profit, Florida."

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