

MCHENRY GOLF CLUB BY-LAWS

I. PURPOSE

McHenry Golf Club is designed to be a first-class, highly distinctive private membership club located in McHenry, IL.

Membership is offered in McHenry Golf Club (the “Club”) to families, corporations, and individuals. Applications for Membership are subject to review and approval or disapproval by the Club in its sole and absolute discretion. Membership in the Club will not be denied on the basis of race, color, gender, religion or national origin.

These Membership By-Laws are effective for all new Members joining the Club.

DEFINITIONS

- A. As used in these By-Laws the following terms, unless a different meaning or intent clearly appears in the context, shall have the following meanings:
1. The “Club” means McHenry Golf Club.
 2. “Designated User(s)” means the individual(s) designated in writing by the Member who may exercise the Rights of such Member.
 3. “Initiation Fee” is a onetime fee non-refundable fee, unless disapproved for membership during initial review.
 4. “Management” means the professional company and staff employed to operate and manage the affairs of the Club, as may be appointed, or charged by Ownership. KemperSports has been hired to professionally manage the operations and affairs of the Club.
 5. “Member” means a membership under the current membership categories. Members are given rights to use of the Club facilities under these By-Laws.
 6. “Membership Initiation Fee” means the amount paid by an applicant to become a member.
 7. “Owner” means McHenry Golf Club, LLC, a Illinois limited liability company.
 8. “Rights” means the privileges given to Members of the Club under these By-Laws.
- B. For the purpose of these By-Laws, unless the context shall indicate or require otherwise, words of the singular shall be deemed and construed to include correlative words of the plural and vice versa, and words implying persons shall include individuals, associations and corporations.

II. MEMBERSHIPS

- A. As of the date hereof, there are several membership categories. The Club retains the right in its sole discretion to accept or reject any and all applicants. All invitations to Membership are extended subject to these By-Laws as the same may be amended from time to time by the Club. Acceptance of an invitation to Membership in the Club constitutes the Member's acceptance and agreement to abide by these By-Laws, as from time to time are in force. Failure of a Member, its Designated User(s) or its guests to adhere to the Club's By-Laws may result in suspension or cancellation of Membership.
- B. Each Corporate Membership is entitled to such number of Designated Users as may have been approved by the Club with respect to such Membership. Accordingly, each invitation to Membership is extended directly to a business entity which shall designate its Designated User(s) of the Membership. In addition, each Membership carries an obligation to pay annual dues, which amount may be changed from time to time, as the Club deems appropriate. Annual dues may be billed and paid on an annual basis.
- C. Any corporation, partnership or business entity may apply to obtain a Corporate Membership in the Club by submitting a written application to the Club on such form as the Club may prescribe and paying the applicable fourteen-thousand-dollar (\$14,000) deposit to the Club, provided that such application shall be subject to approval by the Club. The holder of a Corporate Membership shall designate in writing the individual(s) who may exercise the privileges of such Membership (the "Designated User(s)"). The holder of such Membership may make only one (1) substitute Designated User designation during any one (1) calendar year without any transfer fee. Any additional changes by a member as to its Designated User(s) may be subject to a transfer fee that is established by the Club from time to time in such amounts as it deems appropriate. The original Designated User(s) or any substitute Designated User(s) shall be subject to the Club's approval, at its sole discretion. The Member and its Designated User(s) shall be jointly and severally liable for any and all fees provided for in the By-Laws and all dues and other charges incurred by the Member, its Designated User(s) and their guests.
- D. Designated Users of a Corporate Membership, subject to the rules and regulations of the Club as from time to time are in effect:
1. May play the golf course without payment of greens fees.
 2. May bring up to six guests daily.
 3. May use that Corporate Member's dedicated locker
- E. Members may remain on wait list while their application is being reviewed and considered. Family Membership entitles the nominee to private golf and clubhouse access.

III. GUEST PRIVILEGES RESTRICTION RIGHTS

The Club reserves the right to limit a member's guest privileges if being abused or from time to time in order to provide Members with priority access to Club facilities or in accordance with the rules and regulations of the Club as are then in effect. To preserve the spirit of our private club, members may not bring the same guest golfing more than six (6) times per year, nor may any guest visit more than six (6) times total per year. We ask our membership to help monitor and honor these rules. The Club reserves the right to charge the member a guest fee of \$107.40 (18 holes) or \$54.20 (9 holes) per guest. When inviting guests to play at The Club, the member(s) must be present with the guest(s) the entire time in which the guest(s) is present. Violations may result in loss of guest privileges or termination of membership.

IV. OWNERSHIP

ALL OWNERSHIP OF THE GOLF COURSE AND OTHER CLUB FACILITIES IS VESTED SOLELY IN THE OWNER. MEMBERS DO NOT HAVE ANY OWNERSHIP, PROPRIETARY OR EQUITY RIGHTS OF ANY KIND IN THE CLUB OR ANY OF IT PROPERTIES, FACILITIES OR REVENUES, NOR SHALL MEMBERS HAVE ANY RESPONSIBILITY OR LIABILITY FOR CLUB DEBTS OR OPERATING EXPENSES.

V. FEES AND CHARGES

Fees and charges are set by the Management of the Club and may be changed from time to time in its sole discretion. Membership fees are paid monthly or annually. Guest fees are to be paid as designated.

VI. CLUB FACILITIES

Membership will have access to the Club's facilities during regularly established hours, which may vary across the season at the discretion of Management. The use of the Club's facilities, including the golf course, may be restricted in accordance with the rules and regulations of the Club as in effect from time to time and at certain times during the year, for example, during tournaments and special events, and for periodic maintenance of the facility as deemed necessary by the Club. Management or Ownership, in its sole discretion, reserves the right to refuse the use of the Club's facilities to any person.

VII. RIGHT OF CLUB TO ASSIGN OR TRANSFER OBLIGATIONS

Notwithstanding any provision herein to the contrary, the Club hereby reserves the right to sell, lease or otherwise dispose of the Club and its facilities and to assign or transfer its obligations to Members hereunder to any successor or assign, which shall hereafter acquire title to or leasehold interest in the Club's facilities. In the event a purchaser assumes the obligations of the Club to the Members hereunder, the Club shall be released from the performance thereof. No consent of any Member shall be required in connection with any such transfer.

VIII. AMENDMENTS

These By-Laws may be amended changed, waived and/or added to, in whole or in part, from time to time at the sole discretion of the Owner of the Club. Any rules or regulations governing the day-to-day operation of the golf course or other Club facilities, shall be considered a part of

these By-laws and shall apply to Members, their Designated User(s) and their guests as if included herein.

IX. RELATION TO MEMBERSHIP APPLICATION

To the extent any By-law contained herein is, or may be interpreted as, inconsistent with the Membership terms, conditions, and disclosures contained in the Application for Membership, the application shall be controlling.

X. EFFECTIVE DATE - These By-laws are effective as of January 31, 2025.

TERMS AND CONDITIONS OF MEMBERSHIP

1. Applications for Membership are subject to the approval of McHenry Golf Club, LLC, which may accept or reject any Application in its sole discretion.
2. Membership is subject to the By-Laws as the same may be amended from time to time, a current copy of which is attached hereto. Applicant understands that these Terms and Conditions and the By-Laws should be reviewed prior to signing the Application.
3. Applicant hereby acknowledges that the Club has the right, without Applicant's consent, to sell, lease or otherwise dispose of any or all of its interest in the Club's facilities and to assign or transfer its obligations hereunder and under the By-Laws to any successor or assign which shall hereafter acquire title to or a leasehold interest in the Club's facilities. In the event a purchaser or any successor owner assumes the obligations of the Club to the Applicant hereunder and under the By-Laws, the Club shall be released from all liability with respect to the performance thereof.
4. Applicant acknowledges that the Club's Management reserves the right to change the By-Laws, deposits, fees, charges, and Membership privileges without prior notice. Applicant agrees to abide by all rules, regulations, policies and By-Laws promulgated by the Management of the Club and to exercise due care in the protection and maintenance of the Club's property, grounds, and facilities.
5. The Applicant is responsible for all dues, fees, and charges incurred by the Member, Designated User(s), and their guests for use of the Club's facilities. The Member and each Designated User are jointly and severally liable for these amounts. The Club may charge interest or late fees on past-due accounts, up to the maximum rate allowed by law. Accounts 90 days past due will result in suspension of membership privileges; at 120 days, membership will be resigned, and collection efforts pursued. Rejoining requires payment of all outstanding amounts and applicable fees. The Club may obtain a credit report and approve or deny applications at its discretion. The Applicant may be required to meet with Club representatives and authorizes contact with listed references.
6. Applicant agrees to be responsible for the behavior of and any damage caused by the Member, the Designated User(s) and their guests related to the use of the Club's facilities. Applicant understands that the Club, in its sole discretion, may restrict the use of the Club's facilities. Applicant understands that Membership may be suspended or revoked if the rules, regulations, or policies or By-Laws are violated by the Member, the Designated User(s) or their guests.
7. Driving or operating a golf cart is restricted to individuals 16 years of age and older with a valid driver's license.
8. The use of the Club's grounds and facilities by the Member, the Designated User(s) or guests may be restricted or curtailed in the sole discretion of Management and ownership, in accordance with the Club's rules and regulations as in effect from time to time, and, in any event, will be subject to the scheduling of tournaments, clinics, and other Club events.

9. MEMBERSHIP DOES NOT CONFER ANY PROPRIETARY INTEREST IN THE FACILITIES OR ASSETS OF THE CLUB. APPLICANT WILL NOT ACQUIRE ANY NONTERMINABLE RIGHT TO USE THE CLUB'S FACILITIES. MEMBERSHIP IS GRANTED SOLELY TO THE MEMBER, AND DESIGNATED USER STATUS IS PERSONAL TO THE DESIGNATED USERS APPROVED BY THE CLUB, AND, EXCEPT AS EXPRESSLY PROVIDED IN THE BY-LAWS, NEITHER MEMBERSHIP NOR DESIGNATED USER STATUS IS TRANSFERABLE, "SALEABLE," OR REFUNDABLE, AND MAY NOT BE PLEDGED OR USED AS COLLATERAL.
10. Applicant hereby agrees that the Club and its employees or agents shall not be liable for any loss or damage arising out of the use of the Club's facilities by the Member, the Designated User(s) or their guests, except those arising as a direct result of the gross negligence or willful misconduct of the Club, or its employees or agents.
11. The Member's Membership Fees are set forth in the Application. The Member hereby agrees to pay the full amount of the membership for which they are applying for upon the successful acceptance of that membership.
12. Repayment of any deposits or fees paid by Applicant to the Club shall take place only under the conditions and circumstances described in the By-Laws.
13. If the Application is not approved by the Club, and a deposit has been received for the initial prospective membership application, then the prospective Member's deposit shall be returned to the prospective Member. Applicant waives any and all claims that may arise or accrue to Applicant against the Club because of denial of Membership or Designated User status. Applicant acknowledges that the terms, conditions and information set forth in this Application, including all attachments hereto, constitutes the entire understanding between Applicant and the Club and that there are no other written or oral understandings, promises, or agreements between them or on which Applicant has relied in making this Application.

