



BYLAWS

TWIN BEACH COUNTRY CLUB

*Amended and Restated as of
September 1, 2026*

ARTICLE I
PRELIMINARY MATTERS

Section 1.1 Definitions.

“Act” means the Michigan Nonprofit Corporation Act, MCL 450.2101 et seq., as amended from time to time.

“Annual Fees” has the meaning set forth in Section 4.3 of these Bylaws.

“Annual Meeting” has the meaning set forth in Section 5.1 of these Bylaws.

“Assessments” means, collectively, the Operating Assessment and Special Assessment, each as set forth in Section 4.4 of these Bylaws.

“Board” means the Board of Directors of the Club, as established and governed by Article VI of these Bylaws.

“Capital Fund” has the meaning set forth in Section 4.3(c) of these Bylaws.

“Capital Preservation Fee” has the meaning set forth in Section 4.3(c) of these Bylaws.

“Class A Equity Member” has the meaning set forth in Section 3.3(a) of these Bylaws.

“Class A Membership Fee” means the fee payable by a Class A Equity Member upon admission to the Club, the amount of which the Board shall determine from time to time, as set forth in Section 3.3(a) of these Bylaws.

“Class A Equity Minimum Term” has the meaning set forth in Section 3.3(f) of these Bylaws.

“Class A Non-Equity Member” has the meaning set forth in Section 3.4(a) of these Bylaws.

“Class A Non-Equity Minimum Term” has the meaning set forth in Section 3.4(e) of these Bylaws.

“Class B Intermediate Member” has the meaning set forth in Section 3.5(a) of these Bylaws.

“Class B Intermediate Minimum Term” has the meaning set forth in Section 3.5(f) of these Bylaws.

“Class B Junior Member” has the meaning set forth in Section 3.6(a) of these Bylaws.

“Class B Junior Minimum Term” has the meaning set forth in Section 3.6(f) of these Bylaws.

“Class C Business Group Member” has the meaning set forth in Section 3.12 of these Bylaws.

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"Class C Honorary Member" has the meaning set forth in Section 3.9(a) of these Bylaws.

"Class C Life Member" has the meaning set forth in Section 3.8(a) of these Bylaws. ***"Class***

C Preview Member" has the meaning set forth in Section 3.11(a) of these Bylaws. ***"Class C***

Provisional Member" has the meaning set forth in Section 3.7(a) of these Bylaws.

"Class C Provisional Minimum Term" has the meaning set forth in Section 3.7(e) of these Bylaws.

"Class C Social Member" has the meaning set forth in Section 3.10(a) of these

Bylaws. ***"Club"*** means Twin Beach Country Club, a Michigan nonprofit corporation.

"Code" means the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future federal internal revenue law.

"Default" has the meaning set forth in Section 4.6 of these Bylaws.

"Delinquent" has the meaning set forth in Section 4.6 of these Bylaws.

"Director" has the meaning set forth in Section 6.1(a) of these Bylaws.

"Extension Period" has the meaning set forth in Section 3.14(a) of these Bylaws.

"Inactive Member" has the meaning set forth in Section 3.14(a) of these Bylaws.

"Initial Period" has the meaning set forth in Section 3.14(a) of these Bylaws.

"Intermediate Membership Fee" means the fee payable by a Class B Intermediate Member upon admission to the Club, the amount of which the Board shall determine from time to time, as set forth in Section 3.5(a) of these Bylaws.

"Family Member(s)" has the meaning set forth in Section 3.2(a) of these Bylaws.

"Food and Beverage Minimum" means the minimum dollar amount that each Member is required to spend on food and beverage purchases at the Club during such period (e.g., monthly, quarterly, or annually) as the Board may establish from time to time. The amount of the Food and Beverage Minimum, the applicable measurement period, and the method of calculation shall be determined by the Board in its sole discretion and may be amended by the Board.

"Golf Shop Minimum" means the minimum dollar amount that each Member is required to spend on golf equipment, apparel, and other merchandise purchased through the Club's golf shop during such period (e.g., monthly, quarterly, or annually) as the Board may establish from time to time.

The amount of the Golf Shop Minimum, the applicable measurement period, and the method of calculation, including the types of purchases that qualify toward satisfaction of the minimum, shall be determined by the Board in its sole discretion and may be amended by the Board.

"Gross Revenues" means all revenues received by the Club during a fiscal year, as reflected in the Club's reviewed financial statements, including monthly dues, annual fees, membership fees, food and beverage sales, golf shop sales, guest fees, cart rentals, event and banquet revenues, and other operating income, but excluding capital contributions, loan proceeds, insurance proceeds (other than business interruption insurance), and non-recurring or extraordinary items.

"Junior Membership Fee" means the fee payable by a Class B Junior Member upon admission to the Club, the amount of which the Board shall determine from time to time, as set forth in Section 3.6(a) of these Bylaws.

"Late Fees" has the meaning set forth in Section 4.6 of these Bylaws.

"Legacy Applicant" has the meaning set forth in Section 3.16(c) of these Bylaws.

"Legacy Membership Program" has the meaning set forth in Section 3.16(a) of these Bylaws.

"Limited Voting Rights" has the meaning set forth in Section 5.6 of these Bylaws

"Member" or "Members" means an individual who holds a membership in the Club in any class of membership established under Article III of these Bylaws, including Class A Equity, Class A Non-Equity, Class B (Intermediate or Junior), Class C (Provisional, Life, Honorary, Social, Preview, or Business Group), Surviving Spouse, Inactive, and any other class of membership that may be established by the Board from time to time.

"Membership" means an individual's affiliation with the Club as a Member in any class of membership established under Article III of these Bylaws, together with all rights, privileges, and obligations associated therewith.

"Member in Good Standing" has the meaning set forth in Section 3.1(f) of these Bylaws.

"Member Expenses" has the meaning set forth in Section 4.2 of these Bylaws.

"Monthly Dues" has the meaning set forth in Section 4.1(a) of these Bylaws.

"Officers" has the meaning set forth in Section 8.1(a) of these Bylaws.

"Original Due Date" has the meaning set forth in Section 4.6 of these Bylaws.

"Operating Assessment" has the meaning set forth in Section 4.4(a) of these Bylaws.

"Property and Asset Ownership Vested Percentage" has the meaning set forth in Section 3.3(c) of these Bylaws.

"Preview Membership Fee" means the fee payable by a Class C Preview Member upon admission to the Club, the amount of which the Board shall determine from time to time, as set forth in

Section 3.11(a) of these Bylaws.

"Provisional Membership Fee" means the fee payable by a Class C Provisional Member upon admission to the Club, the amount of which the Board shall determine from time to time, as set forth in Section 3.7(a) of these Bylaws.

"Provisional Period" has the meaning set forth in Section 3.7(e) of these Bylaws.

"Significant Other" has the meaning set forth in Section 3.2(b) of these Bylaws.

"Social Membership Fee" means the fee payable by a Class C Social Member upon admission to the Club, the amount of which the Board shall determine from time to time, as set forth in Section 3.10(a) of these Bylaws.

"Special Assessment" has the meaning set forth in Section 4.4(b) of these Bylaws.

"Special Meeting" has the meaning set forth in Section 5.2 of these Bylaws.

"Surviving Spouse" has the meaning set forth in Section 3.13(a) of these Bylaws.

"Surviving Spouse Transition Period" has the meaning set forth in Section 3.13(d) of these Bylaws.

"Withdrawal Notice" has the meaning set forth in Section 3.15(a) of these Bylaws.

ARTICLE II PURPOSE AND CLUB PROPERTY

Section 2.1 Purpose.

The Club, organized under the Act, operates exclusively for social, recreational, and educational purposes within the meaning of Section 501(c)(7) of the Code. The Club's purpose is to operate as a private golf and social club for the recreational and social benefit of its Members.

Section 2.2 Club Property.

The Club's property may include a clubhouse, accessory buildings, grounds suitable for golf and other activities, and other property and facilities appropriate for the Club's intended purposes.

Section 2.3 No Responsibility for Property of Others.

The Club is not responsible for, and has no liability for, any property of Members, Family Members, visitors, guests, or other people brought onto Club premises for any purpose; provided, however, that the foregoing shall not limit the Club's liability arising from the gross negligent acts or willful misconduct of an Employee of the Club.

Section 2.4 Loans and Removal of Club Property.

Except as the Board approves generally or specifically in writing and records in the Board minutes, Club property shall not be loaned to Members, Family Members, employees, or other persons, and shall not be removed from Club premises for any reason.

Section 2.5 Member Responsibility for Club Property.

Members shall pay for all damage to Club property and facilities caused by themselves, their Family Members, their sponsored invitees and events, or their guests, excluding incidental damage occurring during proper use of Club facilities and property.

Section 2.6 No Property Rights of Members and Others.

Except as provided in these Bylaws, no Member or any other person has or may acquire any property rights in the assets of the Club.

ARTICLE III
MEMBERSHIP**Section 3.1 General.**

(a) Classes of Membership. Membership in the Club shall consist of the following classes: (1) Class A Equity, (2) Class A Non-Equity, (3) Class B - Intermediate, (4) Class B - Junior, (5) Class C - Provisional, (6) Class C – Life, (7) Class C – Honorary, (8) Class C – Social, (9) Class C - Preview, (10) Class C - Business Group, (11) Surviving Spouse, and (12) Inactive.

(b) One Individual Member. Each Membership shall be held by one (1) individual only and shall not be held jointly by spouses or any other persons. The individual in whose name the Membership is held shall be the Member for all purposes under these Bylaws.

(c) No Transfer. Subject to the provision of these Bylaws, Memberships, regardless of class, and the rights associated with them are personal to the Member and shall not be sold, assigned, transferred, pledged, encumbered, or otherwise conveyed, whether voluntarily, involuntarily, by operation of law, or otherwise, without the Board's prior written consent, which may be granted or withheld in the Board's sole and absolute discretion. Accordingly, no Member may transfer the Member's Membership to a spouse or any other person to qualify for a different membership category or to pay lower Monthly Dues, Annual Fees, Member Expenses, or Assessments that would otherwise apply to the transferring Member. Any such transfer shall be void, and the transfer Member shall remain liable for all Monthly Dues, Annual Fees, Member Expenses, and Assessments applicable to the Member's original membership category. The Board has authority to determine, in its sole discretion, whether any proposed transfer violates this provision.

Notwithstanding any other provision of these Bylaws, the Club shall not require a Member to transfer the Member's Membership to the Member's spouse or Significant Other. In all events,

the individual in whose name the Membership was originally issued (or subsequently approved by the Board) shall remain the Member for all purposes under these Bylaws, regardless of the Member's marital status or the age of the Member's spouse or Significant Other.

(d) Number of Members. The Board has sole discretion to determine the number of Members in each Membership class. In exercising this discretion, the Board shall act in the Club's best interests and shall consider, among other relevant factors, the Club's financial condition and long-term fiscal sustainability, the preservation of membership experience quality, reasonable access to and availability of Club facilities, programs, and services, the avoidance of overcrowding or over-utilization of Club resources, and overall Member enjoyment and satisfaction. The Board may increase, decrease, or temporarily suspend admissions to any Membership class as it deems appropriate to achieve these objectives.

(e) Credit Cards. Each Member, regardless of Membership class, shall maintain a valid credit card on file with the Club at all times during the Member's Membership term (including any period during which the Member has submitted a withdrawal notice under Section 3.15). The Club may charge any outstanding indebtedness owed by a Member to the credit card on file if the Member fails to pay within the time period the Club's billing policies specify. Failure to maintain a valid credit card on file constitutes grounds for suspension of the Member's privileges until the Member provides a valid credit card to the Club.

(f) Member in Good Standing. ***“Member in Good Standing”*** means a Member whose membership privileges have not been suspended or terminated and who fully complies with all obligations to the Club as set forth in these Bylaws, the rules and regulations, and any policies, resolutions, or determinations the Board adopts from time to time, including timely payment of all Monthly Dues, Annual Fees, Member Expenses, Assessments, the Food and Beverage Minimum, the Golf Shop Minimum, and other financial obligations owed to the Club. Without limiting the foregoing, a Member in Default, as defined in Section 4.6, is not a Member in Good Standing. A Member who has provided a Withdrawal Notice and continues to comply with these Bylaws and the Club's rules and regulations shall be deemed a Member in Good Standing.

A Member who is not a Member in Good Standing may have all membership privileges suspended, and the rights and privileges of such Member's Family Members may likewise be suspended during the period the Member is not a Member in Good Standing, as the Board determines in its sole discretion and in accordance with Article IX.

(g) New Member Criteria. All applicants for membership shall submit a completed application on the form the Club requires and shall be subject to any due diligence review and background investigation the Club may require. Admission to membership also requires approval by both the General Manager and the Membership Committee Chairperson.

(h) Non-Discrimination. The Club shall not discriminate in the consideration of proposed Members. Membership decisions shall be made without regard to gender, sexual orientation, race, color, religion, national origin, citizenship, marital status, disability, or any other form of discrimination prohibited by law.

(i) Member's Address. Each Member shall keep the Club informed of the Member's

current mailing address, email address, and telephone number. The Club is not responsible for any failure of notice due to a Member's failure to provide or update contact information.

(j) Member Responsibilities and Obligations. Each Member shall: (1) observe and comply with these Bylaws and all rules, regulations, and policies the Board establishes; (2) remain responsible for all Monthly Dues, Annual Fees, Member Expenses, Assessments, the Food and Beverage Minimum, and the Golf Shop Minimum from the date of admission until Membership terminates; (3) be responsible for the conduct of the Member's guests while on Club property; (4) be responsible for all obligations of the Member's Family Members to the Club; and (5) comply with any additional obligations, duties, and requirements the Board may establish, modify, or supplement in its discretion, consistent with the authority granted to the Board under these Bylaws. Resignation or termination of Membership does not relieve a Member of any obligations incurred before the effective date of resignation or termination. Nothing in these Bylaws requires the Club to repurchase or buy back any Membership.

(k) No Solicitation or Harassment. Members are encouraged to direct communications regarding Club business, governance, elections, proposed amendments to these Bylaws, Assessments, or other Club matters through official Club channels approved by the Board. Solicitation, canvassing, or lobbying of other Members on Club property regarding such matters is discouraged and may be subject to reasonable restrictions established by the Board. Members shall treat other Members, Family Members, guests, and Club employees with courtesy and respect, and shall refrain from conduct that could reasonably be considered harassing, intimidating, or abusive. Violation of this Section may result in disciplinary action in accordance with these Bylaws.

Section 3.2 Family Members.

(a) Definition. “**Family Member(s)**” means: (1) the Member's spouse; (2) the Member's children under twenty-five (25) years of age; and (3) for unmarried Members only, one designated “Significant Other”, as defined below.

(b) Significant Other. An unmarried Class A, Class B, or Class C Provisional Member or Life Member may designate one Significant Other, subject to the following: (1) designations must be made in writing and are limited to one designation per calendar year; (2) a Member may revoke a designation during the year but may not designate a new Significant Other until the following calendar year; (3) a Significant Other must be a fiancé(e), long-term partner, or cohabitant, not a casual acquaintance or family member; and (4) all designations require the approval of Membership Committee, which such committee may grant or withhold in its sole discretion.

(c) Privileges. Family Members may use Club facilities and enjoy all social, golf, and recreational privileges, subject to Club rules and regulations. Family Members have no voting rights, governance rights, or ownership interests in the Club. A Family Member's privileges terminate when the Member's Membership terminates.

Section 3.3 Class A Equity Member.

(a) Definition. “***Class A Equity Member***” means a Member who, upon admission, agrees to pay the applicable ***Class A Membership Fee*** to the Club, the amount of which the Board shall determine from time to time.

(b) Privileges. Each Class A Equity Member shall: (1) be entitled to all social, golf, recreational, clubhouse, bar, and dining room privileges of membership in the Club, subject to these Bylaws and the Club's rules and regulations as the Board establishes from time to time; (2) hold an undivided ownership interest in the Club's property and assets in accordance with the vesting schedule in Paragraph (c) below; and (3) possess the voting rights set forth in Article V.

(c) Vesting Schedule. The ownership interest of each Class A Equity Member in the Club's property and assets vests as follows:

- 0% at the end of the first year of Membership,
- 25% at the end of the second year of Membership,
- 50% at the end of the third year of Membership,
- 75% at the end of the fourth year of Membership, and
- 100% at the end of the fifth year of Membership and thereafter.

Vesting percentages are credited on the anniversary of the Member's admission as a Class A Equity Member. There is no accrual for partial years.

The cumulative vested ownership percentage as of a Member's most recent anniversary shall be referred to as the “***Property and Asset Ownership Vested Percentage.***”

(d) Obligations. Each Class A Equity Member shall comply with the general Member obligations set forth in Section 3.1(j).

(e) Age Requirement. Class A Equity Membership may be granted to any person the Board approves who has attained forty (40) years of age. Notwithstanding the foregoing, an individual under forty (40) years of age may petition the Board for admission as a Class A Equity Member, and approval is in the Board's sole and absolute discretion.

(f) Minimum Membership Term. Each Class A Equity Member shall remain a Member for a minimum of ~~twethree~~ (23) consecutive years beginning on the date of admission as a Class A Equity Member (the “***Class A Equity Minimum Term***”). A Class A Equity Member may not resign or transfer Membership before the Class A Equity Minimum Term expires. Upon completing the Class A Equity Minimum Term, the Member may voluntarily terminate Membership in accordance with Section 3.15 below.

Section 3.4 Class A Non-Equity Member.

(a) Definition. “***Class A Non-Equity Member***” means a Member who, upon admission, did not pay the Class A Membership Fee to the Club. Effective January 1, 2026, all

Members in this category as of that date are grandfathered.

This category of membership has been eliminated, and no additional Class A Non-Equity Memberships will be offered unless the Board authorizes them in its sole discretion.

(b) Privileges. Each Class A Non-Equity Member shall: (1) be entitled to all social, golf, recreational, clubhouse, bar, and dining room privileges of membership in the Club, subject to these Bylaws and the Club's rules and regulations as the Board establishes from time to time; and (2) possess the voting rights set forth in Article V. Class A Non-Equity Members do not possess an ownership interest in the Club's property and assets.

(c) Obligations. Each Class A Non-Equity Member shall comply with the general Member obligations set forth in Section 3.1(j).

(d) Age Requirement. A Class A Non-Equity Membership may be granted to any person the Board approves who has attained forty (40) years of age. Notwithstanding the foregoing, an individual under forty (40) years of age may petition the Board for admission as a Class A Non-Equity Member, and the Board may approve or deny the petition in its sole and absolute discretion.

(e) Minimum Membership Term. Each Class A Non-Equity Member shall remain a Member for a minimum of ~~two~~three (23) consecutive years beginning on the date of admission as a Class A Non-Equity Member (the "***Class A Non-Equity Minimum Term***"). A Class A Non-Equity Member may not resign or transfer Membership before the Class A Non-Equity Minimum Term expires. Upon completing the Class A Non-Equity Minimum Term, the Member may voluntarily terminate Membership in accordance with Section 3.15 below.

Section 3.5 Class B – Intermediate Member.

(a) Definition. "***Class B Intermediate Member***" means a Member who, upon admission, agrees to pay the applicable ***Intermediate Membership Fee*** to the Club, the amount of which the Board shall determine from time to time.

(b) Privileges. Each Class B Intermediate Member shall: (1) be entitled to all social, golf, recreational, clubhouse, bar, and dining room privileges of membership in the Club, subject to these Bylaws and the Club's rules and regulations as the Board establishes from time to time; and (2) possess the voting rights set forth in Article V. Class B Intermediate Members do not possess an ownership interest in the Club's property and assets.

(c) Obligations. Each Class B Intermediate Member shall comply with the general Member obligations set forth in Section 3.1(j).

(d) Age Requirement. A Class B Intermediate Membership may be granted to any person the Board approves who is at least thirty-three (33) years old but has not yet reached forty (40) years of age. Notwithstanding the foregoing, an individual under thirty-three (33) years of age may petition the Board for admission as a Class B Intermediate Member, and the Board may

approve or deny the petition in its sole and absolute discretion.

(e) Termination and Conversion to Class A Equity Membership. ~~Before. At least thirty (30) days before the first day of the month following~~ the Intermediate Member's fortieth (40th) birthday, the Intermediate Member ~~shall~~may submit a written application to convert to a Class A Equity Membership. If approved, the Membership automatically converts to a Class A Equity Membership ~~thirty (30) days after~~on the first day of the month following the Member's fortieth (40th) birthday. ~~The, and the~~ Member shall pay the Class A Membership Fee then in effect, less any Intermediate Membership Fee previously paid, within fifteen (15) days after the conversion. If the Intermediate Member fails to submit a timely application or the application is not approved, the Membership terminates ~~thirty (30) days after~~on the first day of the month following the Member's fortieth (40th) birthday.

(f) Minimum Membership Term. Each Class B Intermediate Member shall remain a Member for a minimum of two (2) consecutive years beginning on the date of admission as a Class B Intermediate Member (the "***Class B Intermediate Minimum Term***"). A Class B Intermediate Member may not resign or transfer Membership before the Class B Intermediate Minimum Term expires. Upon completing the Class B Intermediate Minimum Term, the Member may voluntarily terminate Membership in accordance with Section 3.15 below. Notwithstanding the foregoing, the conversion or termination provisions of Section 3.5(e) shall apply regardless of whether the Class B Intermediate Minimum Term has been satisfied.

Section 3.6 Class B – Junior Member.

(a) Definition. "***Class B Junior Member***" means a Member who, upon admission, agrees to pay the applicable ***Junior Membership Fee*** to the Club, the amount of which the Board shall determine from time to time.

(b) Privileges. Each Class B Junior Member shall: (1) be entitled to all social, golf, recreational, clubhouse, bar, and dining room privileges of membership in the Club, subject to these Bylaws and the Club's rules and regulations as the Board establishes from time to time; and (2) possess the voting rights set forth in Article V. Class B Junior Members do not possess an ownership interest in the Club's property and assets.

(c) Obligations. Each Class B Junior Member shall comply with the general Member obligations set forth in Section 3.1(j).

(d) Age Requirement. A Class B Junior Membership may be granted to any person the Board approves who is at least eighteen (18) years old but has not yet reached thirty-three (33) years of age. Notwithstanding the foregoing, an individual under eighteen (18) years of age may petition the Board for admission as a Class B Junior Member. The Board may approve or deny the petition in its sole and absolute discretion.

(e) Termination and Conversion. At least thirty (30) days before the first day of the month following the Junior Member's thirty-third (33rd) birthday, the Junior Member may submit a written application to convert to a Class B Intermediate Membership. If approved, the Membership automatically converts to a Class B Intermediate Membership on the first day of the month following the Member's thirty-third (33rd) birthday, and the Member shall pay the

Intermediate Membership Fee then in effect, less any Junior Membership Fee previously paid, within fifteen (15) days after the conversion. If the Junior Member fails to submit a timely application or the application is not approved, the Membership terminates on the first day of the month following the Member's thirty-third (33rd) birthday.

(f) Minimum Membership Term. Each Class B Junior Member shall remain a Member for a minimum of one (1) year beginning on the date of admission as a Class B Junior Member (the "***Class B Junior Minimum Term***"). A Class B Junior Member may not resign or transfer Membership before the Class B Junior Minimum Term expires. Upon completing the Class B Junior Minimum Term, the Member may voluntarily terminate Membership in accordance with Section 3.15 below. Notwithstanding the foregoing, the termination or conversion provisions of Section 3.6(e) shall apply regardless of whether the Class B Junior Minimum Term has been satisfied.

Section 3.7 Class C – Provisional Member.

(a) Definition. "***Class C Provisional Member***" means a Member who, upon admission, agrees to pay the applicable ***Provisional Membership Fee*** to the Club, the amount of which the Board shall determine from time to time.

(b) Privileges. Each Class C Provisional Member shall: (1) be entitled to all social, golf, recreational, clubhouse, bar, and dining room privileges of membership in the Club, subject to these Bylaws and the Club's rules and regulations as the Board establishes from time to time; and (2) possess the voting rights set forth in Article V. Class C Provisional Members do not possess an ownership interest in the Club's property and assets.

(c) Obligations. Each Class C Provisional Member shall comply with the general Member obligations set forth in Section 3.1(j).

(d) Age Requirement. A Class C Provisional Membership may be granted to any person the Board approves who has attained forty (40) years of age. Notwithstanding the foregoing, an individual under forty (40) years of age may petition the Board for admission as a Class C Provisional Member, and the Board may approve or deny the petition in its sole and absolute discretion.

(e) Minimum Membership Term. Each Class C Provisional Member shall remain a Member for a minimum of one (1) year beginning on the date of admission as a Class C Provisional Member (the "***Class C Provisional Minimum Term***"). A Class C Provisional Member may not resign or transfer Membership before the Class C Provisional Minimum Term expires. Upon completing the Class C Provisional Minimum Term, the Member may voluntarily terminate Membership in accordance with Section 3.15 below.

Notwithstanding the foregoing, a Provisional Member's term shall not exceed three (3) years unless the Board extends it in its sole discretion (the "***Provisional Period***").

(f) Termination or Conversion of Class C Provisional Member. At least ninety (90) days before the Provisional Period expires, or any extension thereof, a Class C Provisional Member shall provide written notice to the Board electing one of the following:

(1) Conversion to Class A Equity Membership. The Member may elect to become a Class A Equity Member and shall pay the Class A Membership Fee then in effect on the first day following expiration of the Provisional Period (or extension). The Club shall credit any Provisional Membership Fee the Member previously paid against the Class A Membership Fee. For purposes of the vesting schedule in Section 3.3(c), the Member's years as a Class C Provisional Member shall count toward the Member's vesting period.

(2) Termination of Membership. The Member may terminate the Provisional Membership without cost or further obligation to either the Member or the Club.

(3) Extension Request. The Member may request a one (1) year extension of the Provisional Membership, which may be granted or denied in the sole discretion of the Board.

(4) Failure to Elect. If the Member fails to provide timely written notice of an election, the Member is deemed to have elected to terminate the Provisional Membership under Paragraph (2) above.

Section 3.8 Class C – Life Member.

(a) Definition. “***Class C Life Member***” means a Class A Equity Member in Good Standing who: (1) has held a Class A Equity Membership for a total of at least twenty-five (25) years (not required to be consecutive), (2) became an equity Member of the Club before October 31, 2017, and (3) has been approved by the Board. The Board shall determine and approve the conversion of Class A Equity Members to Class C Life Member status once annually, on March 31st of each year (the “***Determination Date***”), based on the number of Class A Members and Class C Life Members then in existence as of the Determination Date.

The Board may grant Life Member status upon written application, provided the Member has surrendered the Member's Class A Equity Membership and paid all indebtedness due and owing to the Club in full. The Board shall not approve an application if, immediately after approval (including the applicant), the total number of Life Members would exceed ten percent (10%) of the total number of Class A Members (including both Equity and Non-Equity Members) then in existence, as determined as of the applicable Determination Date. The Board shall maintain a waiting list and process applications as Life Member positions become available. Notwithstanding the foregoing, in no event shall Class C Life Members exceed ten percent (10%) of one hundred seventy-five (175) Class A Members.

(b) Privileges. Each Class C Life Member shall: (1) be entitled to all social, golf, recreational, clubhouse, bar, and dining room privileges of membership in the Club, subject to these Bylaws and the Club's rules and regulations as the Board establishes from time to time. ~~However,~~ ~~each~~ Each Class C Life Member ~~does not shall~~ possess ~~the~~ Limited Voting Rights set forth in Article V and does not possess an ownership interest in the Club's property and assets.

(c) Obligations. Each Class C Life Member shall comply with the general Member obligations set forth in Section 3.1(j).

(d) Minimum Membership Term. Not applicable.

Section 3.9 Class C – Honorary Member.

(a) Definition. A “Class C Honorary Member” is an individual granted Honorary Membership by the Board, in its sole discretion, in recognition of an outstanding contribution to the Club or the community. The Board shall determine the term and conditions of such membership.

(b) Privileges. Each Class C Honorary Member shall be entitled to all social, golf, recreational, clubhouse, bar, and dining room privileges of membership in the Club, subject to these Bylaws and Club rules and regulations. A Class C Honorary Member does not have any ownership interest in the Club’s property or assets ~~and does not~~ shall have Limited Voting Rights.

(c) Obligations. Each Class C Honorary Member shall comply with the general Member obligations set forth in Section 3.1(j). The Board may establish, modify, or waive Monthly Dues, Annual Fees, and other requirements applicable to Honorary Members in its discretion. An Honorary Member shall be responsible for Member Expenses.

(d) Minimum Membership Term. Not applicable.

Section 3.10 Class C – Social Member.

(a) Definition. “Class C Social Member” means a Member who, upon admission, agrees to pay the applicable annual **Social Membership Fee** to the Club, the amount of which the Board shall determine from time to time.

(b) Privileges. Each Class C Social Member shall be entitled to the social, recreational, clubhouse, bar, and dining room privileges granted by the Board, subject to these Bylaws and Club rules and regulations. A Class C Social Member does not have any ownership interest in the Club’s property or assets and ~~does not~~ shall have Limited Voting Rights. A Class C Social Member may not use the golf course unless authorized by the Club’s General Manager or Head Golf Professional.

(c) Obligations. Each Class C Social Member shall comply with the general Member obligations set forth in Section 3.1(j). The Board may establish, modify, or waive Monthly Dues, Annual Fees, Member Expenses, and other requirements applicable to Social Members in its discretion.

(d) Minimum Membership Term. Not applicable.

Section 3.11 Class C – Preview Member.

(a) Definition. “Class C Preview Member” means a Member who, upon admission, agrees to pay the applicable **Preview Membership Fee** to the Club, the amount of which the Board

shall determine from time to time. An individual is not eligible for a Preview Membership if the individual previously held a golf privilege membership at the Club.

(b) Preview Period. Each individual may be granted only one (1) Preview Membership. The Board may authorize no more than two (2) Preview Membership periods in any calendar year. Each Preview Membership shall be for a term determined by the Board, not to exceed four (4) months.

(c) Privileges. Each Class C Preview Member shall be entitled to all social, golf, recreational, clubhouse, bar, and dining room privileges of membership in the Club, subject to these Bylaws and the Club's rules and regulations as the Board establishes from time to time. Class C Preview Members do not possess an ownership interest in the Club's property and assets and ~~do not~~ shall possess ~~any~~ Limited Voting Rights.

(d) Obligations. Each Class C Preview Member shall comply with the general Member obligations set forth in Section 3.1(j).

(e) Minimum Membership Term. Not applicable.

Section 3.12 Class C – Business Group Member.

This category of membership has been eliminated, and no additional Class C Business Group Memberships will be offered unless the Board authorizes them in its sole discretion. The Board shall determine the terms, conditions, privileges, and obligations of the Class C Business Group Membership in its sole discretion.

Section 3.13 Surviving Spouse Member.

(a) Automatic Transfer. Upon the death of a Member in Good Standing who is survived by a spouse, the deceased Member's Membership automatically transfers to the surviving spouse, without fee or charge. The surviving spouse may elect to terminate the Membership in accordance with Paragraph (e) below.

(b) Privileges and Obligations. The surviving spouse assumes all privileges, rights, duties, and obligations applicable to the deceased Member's class of Membership, subject to the transitional provisions in Paragraph (d).

(c) Membership Classification. The surviving spouse retains the same class of Membership held by the deceased spouse immediately prior to death. For purposes of any age-based eligibility requirements or transitions, the age of the deceased spouse continues to apply as if the deceased spouse were still living.

(d) Surviving Spouse Transition Period. For the six (6)-month period beginning on the first day of the month following the deceased Member's death (the "**Surviving Spouse Transition Period**"), the surviving spouse shall: (1) pay Monthly Dues equal to sixty percent (60%) of the Monthly Dues applicable to the class of Membership held; and (2) not be subject to the Food and Beverage Minimum or Golf Shop Minimum. Upon expiration of the Surviving Spouse Transition Period, the surviving spouse shall pay one hundred percent (100%) of the applicable Monthly Dues and shall be subject to the Food and Beverage Minimum and Golf Shop Minimum. A surviving

spouse who does not terminate the Membership during the Surviving Spouse Transition Period must thereafter terminate in accordance with Section 3.15.

(e) Termination During Transition Period. Notwithstanding Section 3.15, a surviving spouse may terminate the Membership at any time during the Surviving Spouse Transition Period by delivering written notice to the Board. Termination is effective thirty (30) days after the Club receives the notice. Upon termination, the surviving spouse has no further financial obligation to the Club, except for: (1) Monthly Dues, Member Expenses, or other amounts accrued prior to termination; and (2) Assessments levied prior to termination. A surviving spouse who does not deliver a termination notice during the Surviving Spouse Transition Period is thereafter subject to the termination provisions of Section 3.15.

(f) Dissolution Distribution Rights. In the event of dissolution pursuant to Article XI: (1) a surviving spouse who has assumed a Class A Equity Membership is entitled to a liquidating distribution under Section 11.2(e), calculated based on the Property and Asset Ownership Vested Percentage of the deceased Member as of the date of death; and (2) a surviving spouse who has assumed any other class of Membership is entitled only to a pro rata refund of membership fees, if any, under Section 11.2(d), based on the membership fees paid by the deceased Member.

Section 3.14 Inactive Member.

(a) Definition. ***“Inactive Member”*** means a Class A Equity Member, Class A Non-Equity Member, Class B Intermediate Member, Class B Junior Member, or Class C Provisional Member, each a Member in Good Standing, who is experiencing a temporary hardship beyond the Member’s control and whose written request for inactive status the Board approves in its sole discretion.

Subject to the Extension Period, inactive status begins on the date the Board approves and continues for a period not to exceed twelve (12) months (the ***“Initial Period”***). The Member must pay all financial obligations owed to the Club in full before inactive status becomes effective.

Upon written request by the Member submitted at least thirty (30) days before the Initial Period expires, the Board may, in its sole discretion, grant one (1) additional twelve (12)-month extension (the ***“Extension Period”***).

(b) Privileges. During the Initial Period or Extension Period, the Member has no rights or privileges associated with the Member’s class of membership, ~~including the right to vote~~ [other than Limited Voting Rights](#).

(c) Obligations. During the Initial Period or Extension Period, the Member is not responsible for Monthly Dues or the Food and Beverage Minimum and Golf Shop Minimum, but remains responsible for: (1) any indebtedness existing before the effective date of inactive status; and (2) any Assessments levied during the inactive period that apply to the Member’s class.

(d) Termination. At the end of the Initial Period or Extension Period, the Member automatically reinstates to Class A Equity Member status, Class A Non-Equity Member status, Class B Intermediate Member status, Class B Junior Member status, Class C Provisional Member

status, as applicable, with all attendant rights and obligations, without further action by the Member or the Board.

(e) Execution of Acknowledgment. As a condition of inactive status, the Member shall execute any written acknowledgment the Club requires confirming the terms and conditions of the inactive status and the Member's reinstatement.

(f) Further Notice Requirements. The Initial Period and Extension Period do not count toward the notice period required under Section 3.15 for voluntary termination of Membership. Accordingly, a Member remains subject to, and must fully satisfy, the notice requirements set forth in Section 3.15.

Section 3.15 Voluntary Withdrawal of Membership.

(a) Voluntary Withdrawal ~~by Class A Equity or Class A Non-Equity Members. A Class A Equity Member or Class A Non-Equity.~~ A Member who has satisfied the applicable Minimum Term may voluntarily withdraw from the Club by delivering written notice to the Board ~~one (1) year in advance~~ of the Member's intent to terminate (a "*Withdrawal Notice*"). ~~The Member's membership privileges will terminate~~ A Member may not submit a Withdrawal Notice until the applicable Minimum Term has been satisfied. The Membership terminates on the last day of the month ~~one year~~ ninety (90) days after the date the Club receives the Withdrawal Notice. ~~The Member's membership will terminate after all membership obligations have been satisfied.~~

~~(g) Termination by Class B Intermediate Members. A Class B Intermediate Member who has satisfied the Class B Intermediate Minimum Term may terminate the Member's Membership by delivering a Withdrawal Notice to the Board. The Membership terminates ninety (90) days after the date the Club receives the Withdrawal Notice.~~

~~(b) Termination by Class B Junior Members, Class C Provisional Members, and Class C Life Members. A Class B Junior Member who has satisfied the Class B Junior Minimum Term, a Class C Provisional Member who has satisfied the Class C Provisional Minimum Term, or a Class C Life Member may terminate the Member's Membership by delivering a Withdrawal Notice to the Board. The Membership terminates thirty (30) days after the date the Club receives the Withdrawal Notice. Notwithstanding the foregoing, a Class B Junior Member or Class C Provisional Member may not submit a Withdrawal Notice during the ninety (90) day period before the applicable automatic termination or conversion date under Section 3.6(e) or Section 3.7(f), as applicable.~~

(b) (e) Payment of Amounts Owed. In all cases, termination of Membership is conditioned upon the Member paying in full all amounts owed to the Club on or before the applicable termination date. If all outstanding amounts are not paid by that date, the Membership continues until such amounts are paid in full, at which time the Membership terminates.

(c) (d) Rescission of Withdrawal Notice. A Member who has submitted a Withdrawal Notice may rescind the notice at any time before the effective termination date by delivering written notice of rescission to the Club and paying a rescission fee the Board establishes annually, which fee shall be not less than Five Hundred Dollars (\$500.00).

(d) ~~(e) No Fees or~~ Assessments After Withdrawal Notice. If a Member submits a Withdrawal Notice before an Assessment becomes due under Article IV, the Member is not obligated to pay such Assessment unless the Member rescinds the Withdrawal Notice under Paragraph (c).

Section 3.16 Legacy Membership Program.

(a) Purpose. The Club recognizes the importance of maintaining continuity of membership and encouraging the ongoing participation of families associated with the Club. To further these objectives, the Board may establish and administer a “Legacy Membership Program” designed to encourage in-laws, descendants, and other family members of current or former Members to become Members of the Club.

(b) Board Authority. Notwithstanding any provision of these Bylaws establishing the Class A Membership Fee or other admission requirements, the Board shall have the authority, in its sole and absolute discretion, to establish policies and procedures applicable to Legacy Applicants. Such policies may include, without limitation: (1) reductions or discounts to the Class A Membership Fee; (2) installment payment plans or deferred payment arrangements for the Class A Membership Fee; (3) priority or preference on membership lists; and (4) such other incentives or accommodations as the Board determines appropriate to encourage generational continuity of membership.

(c) Legacy Applicant Defined. A “Legacy Applicant” means an applicant who is the child, stepchild, grandchild, lineal descendant or in-law of a current or former Class A Equity Member, provided that any former Class A Equity Member was in good standing at the time such Member ceased to be a Member of the Club.

(d) Terms Established by the Board. The Board may establish from time to time such rules, eligibility requirements, limitations, procedures, and conditions as it deems appropriate for the administration of the Legacy Membership Program.

(e) No Vested Rights. Participation in, or eligibility for, any reduction, discount, or other benefit under the Legacy Membership Program does not create any vested right or entitlement. The Board may modify, suspend, or terminate the Program, or any aspect of it, at any time in its discretion.

(f) Applicant-Specific Determinations. The Board is not required to grant identical terms to all Legacy Applicants. The Board’s determination as to the terms applicable to an applicant shall be specific to that applicant only and shall be in the Board’s sole discretion.

Section 3.17 Guests of Members.

(a) Permission to Invite Guests. A Member may invite guests to the Club, subject to rules, regulations, and policies the Board establishes from time to time.

(b) Guest Fees. The Member shall ensure that the appropriate guest fee, in the amount the Board determines from time to time, is paid before or at the time the guest uses Club facilities.

(c) Limitations on Guests. The Board may, from time to time, establish limitations on the number of guests a Member may bring, the frequency of guest visits, and other conditions necessary to preserve the Club's operations, safety, and the enjoyment of all Members.

(d) Responsibility for Guests. The Member is responsible for the conduct of the Member's guests while on Club property and shall ensure that guests comply with all applicable rules, regulations, and policies of the Club.

(e) Board Discretion. The Board retains sole discretion to refuse admission to or remove any guest from the Club if the Board determines, in its reasonable judgment, that the action is in the best interest of the Club or its Members.

(f) Complimentary Guest Passes. A Class A Member who does not have any Family Members and has not designated a Significant Other under Section 3.2, or a Member who pre-pays Monthly Dues in one annual installment, shall be entitled to complimentary guest passes each calendar year in a number the Board determines in its sole discretion. The complimentary golf passes apply only to golf fees and not to cart fees or expenses incurred in the dining room for food and beverages.

(g) ~~(h)~~ Non-Transferability and Expiration of Guest Passes. Guest passes awarded under Paragraph (f) are non-transferable and expire at the end of the applicable calendar year. Unused guest passes do not carry forward to any subsequent year.

Section 3.18 Permitted Transfers.

(a) General. Notwithstanding Section 3.1(c), a Member may transfer the Member's Membership to a third party, provided that: (1) the transferor Member obtains the Board's prior written consent in accordance with Section 3.1(c); and (2) the transferee pays to the Club the applicable membership fee then in effect for the relevant class of Membership at the time of transfer. The transferor Member may retain any amount received from the transferee in excess of the applicable membership fee payable to the Club.

(b) Board Discretion. The Board may impose such additional terms, conditions, or requirements on any permitted transfer as it deems appropriate in its sole discretion, including but not limited to requiring the transferee to satisfy all membership eligibility criteria set forth in these Bylaws.

(c) No Release of Transferor. A permitted transfer does not release the transferor Member from any obligations, indebtedness, or liabilities to the Club accrued prior to the effective date of the transfer.

ARTICLE IV
MONTHLY DUES, EXPENSES, FEES AND ASSESSMENTS

Section 4.1 Monthly Dues.

(a) General. All Members, regardless of class, shall pay monthly dues as a regular membership obligation (the “**Monthly Dues**”). The Board shall determine the amount of Monthly Dues and may adjust them from time to time in its sole discretion. Monthly Dues are payable in advance on the schedule the Board establishes.

(b) Percentage of Dues. The Board shall calculate Monthly Dues for each class of Member as a percentage of the Monthly Dues for Class A Equity and Class A Non-Equity Members, as follows:

MEMBER CLASS	PERCENTAGE
Class A Equity and Class A Non-Equity	100%
Class C Provisional	110%
Class B Intermediate	75%
Class B Junior	50%
Class C Life	35%

* A Surviving Spouse shall pay Monthly Dues in accordance with Section 3.13(d) of these Bylaws.

Section 4.2 Member Expenses.

All Members, regardless of class, are responsible for all expenses and charges incurred by the Member at the Club, including food, beverages, golf-related charges, pro shop purchases, and

any other amounts owed to the Club (“**Member Expenses**”). The Club shall provide each Member a monthly statement detailing all Member Expenses. All Member Expenses are due and payable in accordance with the Club's policies and procedures as determined by the Board. The Board may establish additional rules or procedures for billing, payment, or collection of Member Expenses.

Section 4.3 Annual Fees.

(a) Locker and Bag Service Fees. Each Member shall pay an annual locker and bag service fee in an amount the Board establishes. The Club shall issue ~~an annual~~a statement to each applicable Member setting forth the fee, which is due and payable in accordance with the Club's policies and procedures as determined by the Board.

(b) Golf Maintenance Fee. Each Member shall pay an annual golf maintenance fee in an amount the Board determines from time to time in its sole discretion. The Club shall issue ~~an annual~~a statement to each applicable Member setting forth the fee, which is due and payable in accordance with the Club's policies and procedures as determined by the Board. The Board shall use the golf maintenance fee to support upkeep, repair, and preservation of the golf course and practice facilities, including turf care, irrigation and drainage systems, bunker maintenance, cart paths, greens conditioning, range mats and range balls, landscaping, equipment maintenance and replacement, and other golf-course-related improvements or operating expenses.

Section 4.4 Assessments.

(a) **Operating Assessment.** The Board shall have the authority to levy an operating assessment on all Members, other than Life Members, not to exceed one (1) month of each Member's applicable Monthly Dues, if the Board determines in good faith that the assessment is necessary to maintain the Club's continued operations (the "***Operating Assessment***"). The Board may impose the assessment upon finding that any of the following conditions exists: (1) the Club's cash reserves and available credit are, or are reasonably projected within six (6) months to be, insufficient to meet operating expenses, debt service, or other liabilities as they come due; (2) a material and unanticipated decline of twenty percent (20%) or more in membership revenues compared to the prior fiscal year or the current fiscal year budget; (3) extraordinary and unbudgeted expenses from casualty, natural disaster, legal or regulatory matters, or other events beyond the Club's control that exceed reserves and insurance proceeds; or (4) notice of default, acceleration, or demand for additional security or payment from a lender or other material creditor, or the Club's failure to comply with any financial covenant, borrowing base, or similar requirement of a lending institution. The Club shall issue a statement to each applicable Member setting forth the Operating Assessment, which is due and payable as the Board determines.

(b) **Special Assessment.** The Board may levy a Special Assessment on all Members, other than Life Members, if approved by the affirmative vote of the Members in accordance with these Bylaws (the "***Special Assessment***"). The Club shall use the amount collected for special projects the Board recommends and the Members approve in accordance with these Bylaws. The Club shall issue a statement to each applicable Member setting forth the Special Assessment, which is due and payable as the Board determines.

Each applicable class of Member shall pay the Special Assessment approved by the Members based on the percentages set forth below:

MEMBER CLASS	PERCENTAGE
Class A Equity and Class A Non-Equity	100%
Class C Provisional	100%
Class B Intermediate	75%
Class B Junior	50%
Class C Life	0%

For example, if the Special Assessment is Three Thousand Dollars (\$3,000), a Class B Junior Member, whose percentage is fifty percent (50%), would be responsible to pay One Thousand Five Hundred Dollars (\$1,500).

Section 4.5 Food and Beverage Minimum and Golf Shop Minimum.

Each Member shall satisfy the Food and Beverage Minimum and the Golf Shop Minimum as established by the Board from time to time. Any Member whose qualifying food and beverage

purchases during the applicable period are less than the required Food and Beverage Minimum or Golf Shop Minimum shall be billed for the deficiency, which amount shall be deemed a Club charge and collectible in the same manner as other dues and charges.

Section 4.6 Delinquent Members.

A Member who fails to pay any amount due to the Club (including amounts due under this Article IV) by the due date stated on the applicable Club billing statement (the “**Original Due Date**”) is deemed “**Delinquent.**”

If the Delinquent amount is not paid in full by the last day of the month in which the Original Due Date occurs, the Club shall apply late fees and/or finance charges in an amount the Board determines (collectively, “**Late Fees**”).

If the Delinquent amount is not paid in full by the end of the month following the Original Due Date, the Member is considered in “**Default.**”

A Member in Default is not a Member in Good Standing and may be subject to suspension or expulsion, as the Board determines in its sole discretion.

If the Club becomes involved in any suit, action, or proceeding arising out of, or relating directly or indirectly to, the acts, omissions, or obligations of any Member (including failure to pay amounts owed to the Club), the Member shall reimburse the Club, in addition to any other available remedies, for all costs and expenses the Club incurs, including court costs and the Club’s actual attorneys’ fees and expenses, whether or not recoverable as taxable costs.

ARTICLE V MEETINGS AND VOTING OF THE MEMBERS

Section 5.1 Annual Meetings.

The Club shall hold one (1) annual meeting, on or about May 1 (the “**Annual Meeting**”), to review the plans and budget for the upcoming year and conduct any other business that may properly come before the meeting. The Club shall provide written notice of the Annual Meeting to all Members via email at least ten (10) days before the meeting. The President shall preside over the meeting. At the Annual Meeting, the Club shall provide each Member with a complete financial report of the preceding year’s operations. Additional copies of the report shall be available at the Club office following the meeting. Unless otherwise provided by the Board, the presence (in person or by electronic means) of Members entitled to cast at least ten percent (10%) of the votes entitled to be cast at the meeting constitutes a quorum. The Board may establish additional rules and procedures for conducting the meeting, including the manner of voting.

Section 5.2 Special Meetings.

The Board may call special meetings of the Members (each, a “**Special Meeting**”) at any time. In addition, the Board shall call a Special Meeting upon receipt of a written request signed by Members holding at least ten percent (10%) of the votes entitled to be cast on any issue proposed to be considered at the meeting. The request shall specify the purpose of the meeting. The Club shall provide notice of a Special Meeting to all Members via email not less than ten (10) days and not more than sixty (60) days before the meeting, and the notice shall clearly state the meeting's purpose. No business other than that specified in the notice may be transacted at a Special Meeting. The President shall preside

over all Special Meetings. Unless otherwise provided by the Board, the presence (in person or by electronic means) of Members entitled to cast at least ten percent (10%) of the votes entitled to be cast at the meeting constitutes a quorum. The Board may adopt additional rules and procedures for conducting the meeting, including voting procedures.

Section 5.3 General Voting Procedures of Members.

(a) Electronic Voting. Members shall vote exclusively through an electronic voting process the Board approves and distributes via email. Notwithstanding the foregoing, the Board may, in its sole discretion, provide a paper ballot to a Member upon request if special circumstances warrant.

(b) Notice. The Club shall provide written notice of the time, purpose, and instructions for electronic voting to all Members eligible to vote at least ten (10) days in advance via email. The notice may also be included in the Club's monthly publication.

(c) No Proxy. Members may not vote by proxy.

Section 5.4 Matters Requiring Member Vote and Voting Thresholds.

(a) Mandatory Member Vote. The Members must vote exclusively through the approved electronic voting process on the following matters:

- (1) Amendments to these Bylaws;
- (2) Any mortgage, lien, or encumbrance of the Club's property or assets;
- (3) A sale of substantially all of the Club's property or assets;
- (4) Election of members of the Board;
- (5) Any Special Assessment pursuant to Section 4.4(b) of these Bylaws; and
- (6) Dissolution of the Club.

(b) Majority Vote. Except as otherwise required by Paragraph (c), any matter submitted to a vote is deemed approved if it receives a simple majority of the votes cast, as calculated under Section 5.7.

(c) Supermajority Vote. The following matters require approval by at least two-thirds (2/3) of the votes cast:

- (1) Amendments to these Bylaws;
- (2) Any mortgage, lien, or encumbrance of the Club's property or assets;
- (3) Sale of substantially all of the Club's property or assets, provided that approval of such sale shall require a supermajority vote of only Class A Equity Members, notwithstanding any other provision of these Bylaws to the contrary; and
- (4) Dissolution of the Club.

Section 5.5 Percentage of Voting Rights.

Each Member entitled to vote has voting rights determined by the percentage assigned to the Member's class as set forth below. A voting percentage of one hundred percent (100%) equals one (1) full vote. Voting percentages less than one hundred percent (100%) are counted on a pro-rata basis (for example, fifty percent (50%) equals one-half (1/2) vote).

MEMBER CLASS	PERCENTAGE
Class A Equity and Class A Non-Equity	100%
Class C Provisional	100%
Class B Intermediate	75%
Class B Junior	50%

Votes are tabulated by aggregating the weighted voting percentages assigned to each Member's class, rather than by counting each Member as one vote. For example, if a Class A Equity Member (100% vote) and a Class B Junior Member (50% vote) both vote in favor of a matter, the total votes in favor equal 1.5 votes.

*The voting rights of a Surviving Spouse are subject to any additional provisions set forth elsewhere in these Bylaws.

Section 5.6 Limited Voting Rights.

Inactive Members, Life Members, Honorary Members, Social Members, Preview Members, and Business Group Members shall have limited voting rights as follows: each such Member shall have a voting percentage of one percent (1%) of one (1) vote and may vote solely in the regular election of Directors. Members of such classes shall have no voting rights with respect to any other matter submitted to the membership, including amendments to these Bylaws, dues, assessments, capital expenditures, sale of substantially all of the Club's assets, dissolution, or other extraordinary actions, except as otherwise required by applicable law. For the avoidance of doubt, Class C Provisional Members possess full voting rights as set forth in Section 5.5.

Section 5.7 Calculation of Votes.

The total votes cast are determined by aggregating the weighted voting percentages assigned to each Member under Section 5.5. and Section 5.6. Fractional votes are permitted and counted.

(a) Majority Vote. Unless otherwise required by these Bylaws, a matter is approved if the affirmative votes exceed fifty percent (50%) of the total weighted votes cast. See Section 5.4(b).

(b) Supermajority Vote. Whenever these Bylaws require approval by a supermajority, approval requires affirmative votes equal to or greater than two-thirds (2/3) of the total weighted votes cast. See Section 5.4(c).

(c) Rounding. No rounding occurs in determining vote totals. All calculations are based on the exact fractional voting values assigned to each Member.

(d) Abstentions and Non-Votes. Abstentions and Members who do not submit a ballot are not counted as votes cast and are not included in determining whether a required voting threshold has been met.

(e) Certification of Results. The Board, or its designated agent administering the electronic voting process, shall tabulate and certify the voting results, which certification is conclusive absent manifest error.

ARTICLE VI DIRECTORS

Section 6.1 Qualifications of Directors.

(a) Eligibility. To be eligible to serve as a member of the Board (each, a "Director"), an individual must satisfy each of the following requirements at the time of nomination and throughout the Director's term of service:

(1) Be a Class A Equity or Non-Equity Member or the spouse of a Class A Equity or Non-Equity Member;

(2) Be a Member in Good Standing (or, in the case of a spouse, the Class A Equity Member through whom eligibility is established must be a Member in Good Standing);

(3) Not have submitted a withdrawal notice pursuant to Section 3.15 of these Bylaws;

(4) Not have any material conflict of interest that, in the judgment of the Board, would impair the individual's ability to act in the best interests of the Club.

(b) Spousal Limitation. A Class A Equity Member and such Member's spouse may not serve on the Board concurrently. If both are nominated or elected, only the Class A Equity Member shall be eligible to serve unless the Class A Equity Member declines, in which case the spouse may serve.

(c) Loss of Eligibility. A Director who ceases to satisfy any eligibility requirement set forth in Paragraph (a) during the Director's term is deemed to have automatically resigned from the Board, effective immediately upon the disqualifying event. The remaining Directors shall fill the resulting vacancy in accordance with Section 6.2(d) of these Bylaws.

(d) Verification. The Board, or a committee designated by the Board, may require any nominee or Director to provide information or documentation reasonably necessary to verify compliance with the eligibility requirements of this Section.

(e) Term Limits. No Director shall serve more than six (6) consecutive years on the Board following election to a full term. Notwithstanding the foregoing, if the nominations received (whether by the Board or by petition) do not yield a sufficient number of eligible candidates to fill all vacancies or expiring terms, a Director who has already served six (6) consecutive years may be nominated and elected to serve one (1) additional term. A Director who serves beyond six (6) consecutive years pursuant to this exception shall not be eligible for re-election until at least one (1) year has passed following the expiration of such extended term.

Section 6.2 Number of Directors.

(a) Number. The Board shall consist of nine (9) Directors.

(b) Change in Number. The number of Directors may be increased or decreased by amendment to these Bylaws in accordance with Section 5.4; provided, however, that the number of Directors shall not be fewer than five (5) nor more than eleven (11).

(c) Quorum. A majority of the Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board. If a quorum is not present, a majority of the Directors present may adjourn the meeting to another time without further notice.

(d) Vacancies in the Board. The Board shall fill any vacancy by the affirmative vote of a majority of the remaining Directors then in office, even if less than a quorum. Any Director so appointed holds office for the remainder of the unexpired term. If the Board is unable to fill a vacancy within sixty (60) days of its occurrence, the President shall call an electronic vote of the Members to elect a Director to fill the vacancy.

(e) Vacancies Not Affecting Power to Act. No reduction in the number of Directors, and no vacancy on the Board, affects the power of the remaining Directors to act, provided a quorum is present.

Section 6.3 Election of Directors.

(a) Election by Members. Directors shall be elected by Members in Good Standing.

(b) Nomination of Directors. The Board, or a nominating committee appointed by the Board, shall nominate candidates for election to the Board. In addition, any Member in Good Standing may nominate a candidate by delivering a written petition to the Secretary at least thirty (30) days before the election. All nominees must satisfy the eligibility requirements set forth in Section 6.1.

(c) Term of Office. Each Director shall serve a three (3)-year term, unless elected to fill an unexpired term. A Director's term shall begin on November 1 following such Director's election.

(d) Plurality Voting. Directors are elected by a plurality of the votes cast. Full-term vacancies are filled by the candidates receiving the highest number of votes, and partial-term vacancies are filled by the candidates receiving the next highest number of votes.

(e) Tie Vote. In the event of a tie, the remaining Directors then in office shall break the tie by affirmative majority vote.

Section 6.4 Removal of Directors.

(a) Removal by the Board. The Board may remove any Director at any time, with or without cause, by the affirmative vote of two-thirds (2/3) of the Directors then in office (excluding the Director subject to the removal vote). A Director subject to removal is entitled to at least ten (10) days' prior written notice of the meeting at which removal will be considered and an opportunity to be heard before the Board prior to any vote on removal.

(b) Removal by Members. The Members may remove any Director at any time, with or without cause, by the affirmative vote of a majority of the votes cast at a meeting called for that purpose. The notice of the meeting shall state that the purpose, or one of the purposes, of the meeting is removal of the Director and shall identify the Director proposed for removal. The Director is entitled to an opportunity to be heard at the meeting.

(c) Grounds for Removal. Without limiting the generality of Paragraphs (a) and (b), grounds for removal may include: (1) failure to attend three (3) or more consecutive regular Board meetings without prior notice and approval; (2) breach of fiduciary duty; (3) conduct detrimental to the Club; or (4) any other reason the Board or Members determine in their respective discretion.

(d) Effect of Removal. A Director who is removed under this Section is immediately disqualified from serving on the Board. The vacancy created by the removal shall be filled in accordance with Section 6.2(d) of these Bylaws.

Section 6.5 Authority and Action of the Board.

(a) General Authority. The Board shall have full authority to manage and control the business, property, and affairs of the Club, subject to the limitations set forth in these Bylaws, the Articles of Incorporation, and applicable law.

(b) Specific Powers. Without limiting the generality of Paragraph (a), the Board shall have the authority to:

(1) Adopt, amend, and repeal rules, regulations, and policies governing the use of Club facilities and the conduct of Members, Family Members, guests, and employees;

(2) Establish, modify, and collect Monthly Dues, Annual Fees, Member Expenses, Assessments, and other charges in accordance with these Bylaws;

(3) Hire, supervise, compensate, and terminate the General Manager and such other employees and independent contractors as the Board deems necessary;

(4) Enter into contracts and agreements on behalf of the Club;

(5) Borrow money and incur indebtedness on behalf of the Club, subject to the limitations set forth in Section 5.4;

- (6) Invest and reinvest Club funds in accordance with prudent investment standards;
- (7) Acquire, hold, maintain, improve, and dispose of personal property, subject to the limitations set forth in Section 5.4;
- (8) Establish committees and delegate authority to such committees as provided in these Bylaws; and
- (9) Take any other action necessary or appropriate to carry out the purposes of the Club and to protect its interests.

(c) Delegation. The Board may delegate any of its powers to committees, officers, the General Manager, or other agents of the Club; provided, however, that no delegation relieves the Board of its ultimate responsibility for the management and affairs of the Club.

(d) Standard of Conduct. Each Director shall discharge such Director's duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the Director reasonably believes to be in the best interests of the Club.

(e) Voting. Each Director, regardless of any officer position held, has one (1) vote on all matters coming before the Board. Except as otherwise required by law, the Articles of Incorporation, or these Bylaws, the affirmative vote of a majority of the Directors present at a meeting at which a quorum is present is required for any action of the Board. Directors may not vote by proxy.

(f) Meetings. The Board shall hold regular meetings at such times and places as the Board determines. Special meetings of the Board may be called by the President or by any two (2) Directors. Notice of special meetings shall be given to each Director at least three (3) days before the meeting by any method reasonably calculated to provide actual notice. Notice of a meeting need not be given to any Director who signs a waiver of notice, whether before or after the meeting, or who attends the meeting without protesting the lack of notice prior to or at the commencement of the meeting.

(g) Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting if all Directors entitled to vote consent in writing to the action. The written consents shall be filed with the minutes of the Board and have the same effect as a unanimous vote.

(h) Electronic Participation. Directors may participate in a meeting by conference telephone, video conference, or other means of remote communication through which all persons participating in the meeting can communicate with each other. Participation by such means constitutes presence in person at the meeting.

Section 6.6 Board Observer.

(a) Appointment. The Board may appoint one (1) non-voting Observer to advise the Board on Club matters. The Observer shall be any Member in Good Standing regardless of class of Membership.

(b) Nomination and Approval. An Observer may be nominated by any Director or by the President. Appointment of an Observer shall require the affirmative vote of a majority of the Directors then in office.

(c) Term. The Observer serves a term of one (1) year, which may be renewed upon nomination and approval in accordance with Paragraph (b). There is no limit on the number of consecutive terms an Observer may serve, provided the Observer remains eligible under Paragraph (a).

(d) Rights and Limitations. The Observer is entitled to attend all regular and special meetings of the Board and has the right to participate in discussions and advise the Board on Club matters. The Observer does not have the right to vote on any matter and is not counted for purposes of determining a quorum.

(e) Confidentiality. The Observer is subject to the same confidentiality obligations applicable to Directors regarding any information obtained through attendance at Board meetings or otherwise in connection with the Observer's service.

(f) Removal and Loss of Eligibility. The Board may remove the Observer at any time, with or without cause, by the affirmative vote of a majority of the Directors then in office. An Observer who ceases to be a Member in Good Standing is automatically removed, effective immediately upon the loss of eligibility.

ARTICLE VII
COMMITTEES**Section 7.1 General Provisions.**

(a) Authority. All committees serve until their successors are appointed and are under the control of the Board.

(b) Chairperson. Each committee chairperson must be a Director and shall appoint committee members, subject to Board approval, in accordance with these Bylaws.

(c) Meetings. Each committee chairperson shall preside over the committee and shall call meetings upon no less than three (3) days' notice, unless waived. A majority of committee members constitutes a quorum.

(d) Records. The chairperson or designee shall maintain records of all committee actions and furnish copies to the Board. All committee reports become part of the Club records.

(e) Standing and Ad Hoc Committees. The committees established in this Article VII are standing committees of the Club. The Board may establish ad hoc committees as necessary to address specific matters. Ad hoc committees shall be dissolved upon completion of their assigned tasks or at the direction of the Board.

(f) Committee Recommendations. Each committee shall submit recommendations to the Board for approval before implementation. No committee has authority to bind the Club or expend Club funds without prior Board approval, except as specifically authorized by the Board.

(g) Removal of Committee Members. The Board may remove any committee member at any time, with or without cause, by the affirmative vote of a majority of the Directors then in office. Removal is effective immediately upon the vote.

(h) Term of Service. Unless otherwise specified in these Bylaws, committee members serve one (1)-year terms, beginning on November 1 of each year, and may be reappointed without limitation.

(i) Vacancies. The committee chairperson shall fill vacancies on any committee, subject to Board approval. A member appointed to fill a vacancy serves the remainder of the unexpired term.

(j) Conflict of Interest. No committee member shall participate in any discussion or vote on a matter in which the member has a direct personal or financial interest. Any committee member with a potential conflict shall disclose the conflict to the chairperson and recuse from the matter.

Section 7.2 Greens Committee.

(a) Composition. The Greens Committee consists of at least three (3) members. One new member is appointed for a three (3)-year term to serve with two (2) incumbent members, one with two (2) years remaining and one with one (1) year remaining. The chairperson fills any vacancy. Additional members may be appointed for one (1)-year terms.

(b) Duties. The Greens Committee shall direct the affairs of the golf course and grounds under the direction and control of the Board.

(c) Coordination with General Manager and Golf Course Superintendent. The Greens Committee shall coordinate with the General Manager and Golf Course Superintendent on all matters relating to course maintenance, capital improvements, and operational issues affecting the golf course.

Section 7.3 House Committee.

(a) Composition. The House Committee consists of at least two (2) members.

(b) Duties. The House Committee shall direct the affairs of the clubhouse, food and beverage operations, equipment, supplies, and personnel under the direction and control of the Board.

(c) Coordination with General Manager. The House Committee shall coordinate with the General Manager on all matters relating to clubhouse operations, food and beverage services, and operational issues affecting the clubhouse.

Section 7.4 Golf Committee.

(a) Composition. The Golf Committee consists of at least three (3) members.

(b) Duties. The Golf Committee shall direct the affairs of all golfing activities, related buildings, golfing equipment, and personnel under the direction and control of the Board.

(c) Handicap Administration. The Golf Committee shall oversee the administration of the Club's handicap system in accordance with applicable USGA rules and regulations.

(d) Tournaments and Events. The Golf Committee shall plan, organize, and oversee all Club golf tournaments, competitions, and related events.

(e) Coordination with Head Golf Professional. The Golf Committee shall coordinate with the Head Golf Professional on all matters relating to golf operations, tournaments, instruction programs, golf shop services, and operational issues affecting the golf course.

Section 7.5 Membership Committee.

- (a) Composition. The Membership Committee consists of at least three (3) members.
- (b) Duties. The Membership Committee directs all affairs relating to membership under the direction and control of the Board. Duties include interviewing prospective members and explaining the rules of the golf course and clubhouse to new members.
- (c) Membership Review. The Membership Committee shall conduct periodic reviews of membership levels and make recommendations to the Board regarding membership policies, waiting lists, and recruitment initiatives.
- (d) Coordination with General Manager. The Membership Committee shall coordinate with the General Manager on all matters relating to membership applications, new member qualifications, and operational issues affecting membership.

Section 7.6 Finance Committee.

- (a) Composition. The Finance Committee consists of at least three (3) members, one of whom is the Club Treasurer, who serves as chairperson, and at least one other member must be a Director.
- (b) Duties. The Finance Committee shall direct all financial affairs of the Club and ensure a sound and equitable fiscal program under the direction and control of the Board.
- (c) Budget Preparation. The Finance Committee shall assist in the preparation of the annual operating and capital budgets and present recommendations to the Board for approval.
- (d) Financial Review. The Finance Committee shall review the Club's monthly financial statements, oversee the annual audit or financial review, and report its findings to the Board.
- (e) Coordination with General Manager. The Finance Committee shall coordinate with the General Manager on all matters relating to financial operations, accounting practices, and operational issues affecting the Club's fiscal affairs.

Section 7.7 Social Committee.

- (a) Composition. The Social Committee consists of at least three (3) members.
- (b) Duties. The Social Committee shall direct the affairs of all social activities under the direction and control of the Board.
- (c) Coordination with General Manager. The Social Committee shall coordinate with the General Manager on all matters relating to social events, member engagement activities, and operational issues affecting the Club's social programming.

Section 7.8 Long-Range Planning Committee.

- (a) Composition. The Long-Range Planning Committee consists of a chairperson, who must be a Director, and three (3) members the chairperson appoints and the Board approves. Initial committee terms range from one (1) to three (3) years. Thereafter, one (1) member is appointed each year for a three (3)-year term. Vacancies are filled in the same manner.
- (b) Duties. The Long-Range Planning Committee anticipates future requirements and improvements and prepares a plan for implementation on a rolling three (3)-year basis, with a new third-year segment prepared each year as the prior year plan is removed.
- (c) Approval. The Board must approve the initial three (3)-year plan and each successive third-year plan before submission to the membership for vote, if required. The committee shall prepare the plan in writing and submit it to the Board by the February Board meeting of each year.
- (d) Coordination with General Manager. The Long-Range Planning Committee shall coordinate with the General Manager on all matters relating to strategic planning, capital improvement projects, and operational issues affecting the Club's long-term development.

ARTICLE VIII
OFFICERS**Section 8.1 Officers.**

- (a) Designation. The officers of the Club are: (1) President, (2) Vice President, (3) Secretary, and (4) Treasurer (collectively, the "**Officers**"). The Board may establish other officer positions as it deems necessary.
- (b) Eligibility. Each Officer must be a Director at the time of election and throughout the Officer's term of service. An Officer who ceases to be a Director is deemed to have automatically resigned from the officer position.
- (c) Election. Officers are elected annually by the affirmative vote of a majority of the

Directors then in office at the first Board meeting following the end of each fiscal year ending on October 31. Each Officer serves a term of one (1) year and until a successor is duly elected and qualified.

(d) Vacancies. The Directors then in office shall fill a vacancy in any officer position by affirmative majority vote. An Officer elected to fill a vacancy serves for the unexpired term of the predecessor.

(e) Removal. The Board may remove any Officer at any time, with or without cause, by the affirmative vote of a majority of the Directors then in office. Removal is effective immediately upon the vote or at a later time the Board specifies.

(f) Resignation. Any Officer may resign at any time by delivering written notice to the Board. The resignation is effective upon receipt or at a later time specified in the notice.

(g) Compensation. Officers serve without compensation, except that Officers may be reimbursed for reasonable expenses incurred in performing their duties as the Board approves.

Section 8.2 President.

(a) Duties. The President shall: (1) preside at all meetings of the Board and of the Members; (2) serve as the chief executive officer of the Club; (3) execute contracts, agreements, and other documents on behalf of the Club as authorized by the Board; (4) appoint committee chairpersons, subject to Board approval; and (5) perform such other duties as may be assigned by the Board.

Section 8.3 Vice President.

(a) Duties. The Vice President shall: (1) act in the place and stead of the President during the President's absence or inability to act; (2) serve as an ex-officio member of all committees; and (3) perform such other duties as may be assigned by the Board.

(b) Succession. In the event of a vacancy in the office of President, the Vice President shall assume the duties of President until a successor is elected by the Board.

Section 8.4 Secretary.

(a) Duties. The Secretary shall: (1) have custody of the books and records of the Club; (2) maintain minutes of all meetings of the Board and of the Members; (3) be custodian of the Club's seal; (4) maintain a complete record of the names and addresses of all Members; (5) provide notice of meetings as required by these Bylaws; and (6) perform such other duties as may be assigned by the Board.

Section 8.5 Treasurer.

(a) Duties. The Treasurer shall: (1) have custody of all Club funds; (2) deposit funds

in the Club's name in banks or financial institutions designated by the Board; (3) ensure that accurate financial records are maintained; (4) present financial reports to the Board at each regular meeting; (5) serve as chairperson of the Finance Committee; and (6) perform such other duties as may be assigned by the Board.

(b) Check Signing Authority. Checks and other disbursements shall be signed by the Treasurer and/or such other Officers or persons as the Board shall authorize.

ARTICLE IX SUSPENSION AND EXPULSION OF MEMBERS

Section 9.1 Grounds for Discipline.

(a) General. The Board may suspend or expel a Member, or impose other disciplinary action, for any of the following reasons:

- (1) Violation of these Bylaws, Club rules, or regulations;
- (2) Conduct that disregards the rights of other Members, their guests, and Club employees;
- (3) Failure to pay any amounts owed to the Club when due in accordance with these Bylaws;
- (4) Conduct unbecoming a Member, including but not limited to, inappropriate, offensive, or disorderly conduct on Club property or at Club-sponsored events, abuse or harassment of Members, Family Members, guests, or Club employees, use of profane or abusive language, intoxication or impairment that results in disruptive behavior, or damage to or misuse of Club property;
- (5) Conduct prejudicial to the best interests of the Club;
- (6) Providing false or misleading information in a membership application or to the Club;
- (7) Conduct that endangers the welfare, reputation, or character of the Club; and
- (8) Any other conduct the Board determines to be detrimental to the Club or its Members.

Section 9.2 Non-Payment of Financial Obligations.

(a) Suspension. The Board may, in its sole discretion, suspend from all Club privileges a Member in Default, as defined in Section 4.6.

(b) Expulsion. The Board may, in its sole discretion, expel a Member in Default

without following the hearing procedures set forth in Section 9.3. Expulsion requires a two-thirds (2/3) vote of the Board.

(c) Credit Card Charges. The Board may, in its sole discretion, authorize the Club to charge the credit card on file for any Member in Default to satisfy all or any portion of the outstanding indebtedness owed to the Club, including any Late Fees, without further notice to or consent from the Member.

(d) Exceptions. Notwithstanding the foregoing, a Member is not subject to suspension or expulsion under this Section if: (1) the Member has entered into a written payment arrangement approved by the President, Vice President, and Treasurer, and the Member remains in compliance with the arrangement; or (2) the President, Vice President, and Treasurer determine that unusual circumstances warrant an exception.

(e) Reinstatement. Any suspension under this Section is lifted upon payment in full of all outstanding indebtedness. The Board may rescind any expulsion under this Section by a two-thirds (2/3) vote.

Section 9.3 Disciplinary Procedures.

(a) General. The Board may suspend or expel a Member, or impose other appropriate sanctions such as fines or formal warnings, for conduct described in Section 9.1. No Member shall be suspended for more than thirty (30) days or expelled without first being given an opportunity to be heard in accordance with this Section.

(b) Notice. The Board shall provide written notice to the Member at least fifteen (15) days before the Board meeting at which the matter will be considered. The notice shall: (1) state the date, time, and place of the meeting; (2) describe the conduct giving rise to the proposed action; and (3) inform the Member of the right to attend and respond.

(c) Hearing. At or following the Board meeting, the Board may suspend or expel the Member by a two-thirds (2/3) vote, whether or not the Member attends.

(d) Temporary Suspension. If the Board determines by a two-thirds (2/3) vote that immediate action is necessary to protect the Club or its Members, the Board may impose a temporary suspension pending the hearing, provided the hearing occurs within twenty (20) days.

(e) Modification or Rescission. The Board may modify or rescind any disciplinary action taken under this Section by the same vote required to impose the action, with or without conditions.

Section 9.4 Effect of Suspension and Expulsion.

(a) Suspension. During any suspension, the Member remains obligated to pay all Monthly Dues, Annual Fees, Member Expenses, and Assessments, but has no Club privileges, including the right to vote. The privileges of the Member's Family Members are likewise

suspended during this period.

(b) Expulsion. Upon expulsion, the Member forfeits all rights of Membership and is not entitled to any refund of Monthly Dues, Annual Fees, Member Expenses, or Assessments paid. Any unpaid indebtedness remains due and payable.

Section 9.5 No Outside Representation.

A Member subject to disciplinary proceedings under this Article may not be accompanied or represented by attorneys, agents, or other third parties at any Board meeting or hearing without the Board's prior written approval, which may be withheld in the Board's sole discretion.

Section 9.6 Appeals.

(a) Right to Appeal. A Member who has been expelled may appeal the decision by submitting a written request to the Board within thirty (30) days after receiving notice of the expulsion.

(b) Appeal Hearing. Upon receipt of a timely appeal, the Board shall schedule a hearing within forty-five (45) days. The Member may present additional information or evidence at the hearing.

(c) Decision. The Board shall render a decision on the appeal within fifteen (15) days after the hearing. The Board's decision is final and binding.

Section 9.7 Reinstatement After Expulsion.

(a) Application. A former Member who was expelled may apply for reinstatement by submitting a written application to the Board no earlier than two (2) years after the effective date of expulsion.

(b) Board's Discretion. Reinstatement is in the Board's sole and absolute discretion. The Board may impose conditions on reinstatement, including payment of a reinstatement fee and satisfaction of any outstanding indebtedness.

(c) No Right to Reinstatement. No former Member has any right to reinstatement, and the Board's decision is final.

Section 9.8 Confidentiality.

All disciplinary proceedings, hearings, and related records are kept confidential by the Board, except as required by law or as necessary to enforce the Board's decision. Directors and Club employees shall not disclose information regarding disciplinary matters except on a need-to-know basis.

Section 9.9 Records.

The Club shall maintain records of all disciplinary actions for at least seven (7) years. The records shall include the nature of the charges, the proceedings conducted, the decision rendered, and any appeal.

***ARTICLE X
INDEMNIFICATION******Section 10.1 Indemnification of Directors and Officers.***

(a) Scope of Indemnification. To the fullest extent permitted by the Act, the Club shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Club), because the person is or was a Director, Officer, employee, or agent of the Club, or is or was serving at the Club's request as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise.

(b) Standard of Conduct. Indemnification under this Section is provided only if the person acted in good faith and in a manner the person reasonably believed to be in, or not opposed to, the Club's best interests, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful.

(c) Indemnification in Derivative Actions. In any action or suit by or in the right of the Club, the Club shall indemnify any person who was or is a party, or is threatened to be made a party, to the action or suit because the person is or was a Director, Officer, employee, or agent of the Club against expenses, including attorneys' fees, actually and reasonably incurred in connection with the defense or settlement, if the person acted in good faith and in a manner the person reasonably believed to be in, or not opposed to, the Club's best interests. The Club shall not make any indemnification in respect of any claim, issue, or matter as to which the person has been found liable to the Club unless, and only to the extent that, the court determines that the person is fairly and reasonably entitled to indemnification.

(d) Expenses Covered. Indemnification includes expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit, or proceeding.

(e) Determination of Entitlement. Any indemnification under this Section (unless ordered by a court) shall be made by the Club only as authorized in the specific case upon a determination that indemnification is proper in the circumstances because the person has met the applicable standard of conduct. The determination shall be made: (1) by a majority vote of Directors who were not parties to the action, suit, or proceeding, even though less than a quorum; (2) by a committee of such Directors designated by majority vote of such Directors, even though less than a quorum; (3) if there are no such Directors, or if such Directors so direct, by independent legal counsel in a written opinion; or (4) by the Members.

(f) Advancement of Expenses. The Club may pay expenses incurred in defending a civil or criminal action, suit, or proceeding in advance of the final disposition of the action, suit, or proceeding as the Board authorizes upon receipt of an undertaking by or on behalf of the Director, Officer, employee, or agent to repay the amount if it is ultimately determined that the person is not entitled to indemnification by the Club.

(g) Settlements. The Club is not obligated to indemnify any person for amounts paid in settlement unless the Board first approves the settlement.

(h) Non-Exclusivity. The indemnification provided by this Section is not deemed exclusive of any other rights to which a person seeking indemnification may be entitled under any statute, the Articles of Incorporation, these Bylaws, agreement, vote of disinterested Directors, or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office. Indemnification continues as to a person who has ceased to be a Director, Officer, employee, or agent and inures to the benefit of the heirs, executors, and administrators of such person.

(i) Mandatory Indemnification. To the extent that a Director, Officer, employee, or agent of the Club has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Paragraphs (a) or (c), or in defense of any claim, issue, or matter therein, the Club shall indemnify such person against expenses, including attorneys' fees, actually and reasonably incurred in connection therewith.

Section 10.2 Insurance.

The Club may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, or agent of the Club, or who is or was serving at the request of the Club as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Club would have the power to indemnify such person against such liability under the provisions of this Article or the Act.

Section 10.3 Limitation of Liability.

(a) Volunteer Directors and Officers. To the fullest extent permitted by Section 209 of the Act, a volunteer Director or volunteer Officer is not personally liable to the Club or its Members for monetary damages for a breach of the Director's or Officer's fiduciary duty.

(b) Exceptions. The limitation of liability provided in Paragraph (a) does not apply to: (1) a breach of the Director's or Officer's duty of loyalty to the Club or its Members; (2) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (3) a violation of Section 551(1) of the Act; (4) a transaction from which the Director or Officer derived an improper personal benefit; or (5) an act or omission occurring before the effective date of this provision.

Section 10.4 Amendment or Repeal.

Any amendment or repeal of this Article does not adversely affect any right or protection of a Director, Officer, employee, or agent of the Club existing at the time of amendment or repeal with respect to any act or omission occurring before the amendment or repeal.

ARTICLE XI
DISSOLUTION AND DISTRIBUTIONS TO MEMBERS

Section 11.1 Dissolution.

(a) Voluntary Dissolution. The Club may be dissolved upon the affirmative vote of at least two-thirds (2/3) of the votes cast by Members entitled to vote, in accordance with Section 5.4 of these Bylaws and Section 803 of the Act.

(b) Judicial Dissolution. The Club may also be dissolved by entry of a decree of judicial dissolution pursuant to Section 823 of the Act.

(c) Perpetual Existence. Except as set forth in this Section or as otherwise required by law, the Club has perpetual existence.

(d) Revocation of Dissolution. At any time before the certificate of dissolution is filed with the Michigan Department of Licensing and Regulatory Affairs, the Members may revoke the dissolution by the affirmative vote of at least two-thirds (2/3) of the votes cast by Members entitled to vote. Upon revocation, the Club shall resume carrying on its activities as if dissolution had never been authorized.

Section 11.2 Winding Up and Liquidation.

(a) Liquidators. Upon the Members' affirmative vote for dissolution, the Club shall be liquidated in an orderly manner. The Board shall act as the liquidator, or may appoint one or more persons to act as liquidators, to wind up the Club's affairs. The Club shall bear the costs of liquidation. Before final distribution and termination, the liquidators shall continue to operate the Club with all the power and authority of the Board under these Bylaws.

(b) Notice to Creditors. The liquidators shall give notice of the dissolution to all known creditors of the Club and shall publish notice of the dissolution as required by the Act. The notice shall specify a deadline, not less than one hundred twenty (120) days after the date of the notice, by which creditors must present their claims. Claims not presented by the deadline are barred.

(c) Payment of Liabilities. The liquidators shall first pay, satisfy, and discharge all debts, obligations, and liabilities of the Club to its creditors, including all expenses incurred in liquidation, or make adequate provision for payment thereof, including establishing reserves for contingent or unforeseen liabilities in such amounts as the liquidators reasonably determine.

(d) Pro Rata Refund of Membership Fees. After payment or provision for payment of

all liabilities under Paragraph (c), Members who joined the Club within two (2) years before the date of final distribution are entitled to a pro rata refund of membership fees as follows:

(1) Class A Equity Members with a Property and Asset Ownership Vested Percentage of zero percent (0%) under Section 3.3(c) are entitled to a refund equal to one hundred percent (100%) of the Class A Membership Fee or transfer fee paid; and

(2) Members in the following categories are entitled to a pro rata refund of initiation fees paid, calculated based on the portion of the two (2)-year period remaining at the time of final distribution: Class A Non-Equity, Class C Provisional, Class B Intermediate, Class B Junior, and Class C Business Group.

(e) Distribution to Class A Equity Members. After payment or provision for all liabilities and refunds under Paragraphs (c) and (d), the Club shall distribute all remaining assets, including any remaining balance of the Capital Fund, to Class A Equity Members as follows:

(1) Each Class A Equity Member's distribution is calculated pro rata based on the Member's Property and Asset Ownership Vested Percentage as determined under Section 3.3(c) of these Bylaws.

(2) A Class A Equity Member who is one hundred percent (100%) vested is deemed to hold one (1) full unit for distribution purposes. A Class A Equity Member who is not fully vested is deemed to hold a partial unit equal to the Member's Property and Asset Ownership Vested Percentage.

(3) The value of each unit is determined by dividing the net assets available for distribution by the total units held by all Class A Equity Members.

(4) Any distribution to a Member is reduced by the amount of any indebtedness the Member owes to the Club. The indebtedness is not discharged if the distribution is insufficient to cover the amount owed.

(f) Complete Distribution. The distribution of cash or property to a Class A Equity Member in accordance with this Section constitutes a complete return of the Member's Class A Membership Fee and a complete distribution of the Member's interest in the Club.

(g) Termination and Filing. Upon completion of the distribution of the Club's assets, the Club terminates. The Board, or such persons as the Board may designate, shall file a certificate of dissolution with the Michigan Department of Licensing and Regulatory Affairs, cancel any other filings required by law, and take all other actions necessary to terminate the Club in accordance with Section 804 of the Act.

(h) Orderly Winding Up. The liquidators shall allow a reasonable time for the orderly winding up of the Club's business and affairs and liquidation of its assets to minimize losses.

(i) No Personal Liability of Liquidators. The liquidators are not personally liable for the return of Class A Membership Fees or any portion thereof to any Class A Equity Member. Any such return is made solely from Club assets.

Section 11.3 Members Not in Good Standing.

A Member who is not in Good Standing at the time of dissolution does not qualify for a distribution unless restored to Good Standing by the Board upon written petition submitted within sixty (60) days after the vote for dissolution. The petition shall include the Member's consent to have any distribution reduced by the amount of any unpaid Monthly Dues, Assessments, or other amounts owed to the Club.

Section 11.4 Distribution Rights.

(a) Member Only. The right to a liquidating distribution is held exclusively by the Member. No spouse, Family Member, or other person has any right, title, or interest in any distribution, regardless of whether the person signed the membership agreement or contributed to payment of any membership fees.

(b) No Assignment. A Member's right to a liquidating distribution is personal to the Member and may not be assigned, transferred, pledged, or otherwise conveyed to any other person, including a spouse or Family Member, without the Board's prior written consent.

Section 11.5 Board Discretion.

In any situation not covered by this Article, or if these provisions are unclear, the Board determines the amount and manner of any distribution in its sole discretion, and that determination is final.

Section 11.6 Compliance with Act.

All proceedings for dissolution and distribution shall be conducted in accordance with the Act. If any conflict exists between this Article and applicable law, the provisions of the Act control.

ARTICLE XII
MISCELLANEOUS

Section 12.1 Notice.

(a) General. Whenever notice is required to be given to any Member, Director, Officer, or committee member under these Bylaws, the Articles of Incorporation, or applicable law, notice shall be given in the manner set forth in this Section.

(b) Methods of Notice. Notice may be given by any of the following methods: (1) personal delivery; (2) first-class mail, postage prepaid, addressed to the person at the address appearing on the Club's records; (3) electronic mail (email) to the email address appearing on the Club's records; (4) facsimile transmission to the number appearing on the Club's records; or (5) any other method permitted by the Act.

(c) Electronic Notice. Each Member shall provide and maintain a current email address on file with the Club. By providing an email address, the Member is deemed to have consented to receive all notices by electronic transmission at the email address, and any notice sent to the email address on file constitutes valid and effective notice under these Bylaws. The Club may rely on any email address a Member provides until notified in writing of a change. Failure to provide or maintain a current email address does not excuse a Member from any notice requirement, and the Member is deemed to have received any notice sent to the last email address on file.

(d) When Notice Effective. Notice is deemed given: (1) if personally delivered, when delivered; (2) if mailed, five (5) days after deposit in the United States mail; (3) if sent by email, when transmitted to the email address on record, unless the sender receives an automated reply indicating the email was not delivered; (4) if sent by facsimile, when transmitted.

(e) Waiver of Notice. A Member, Director, Officer, or committee member may waive any notice required by these Bylaws, the Articles of Incorporation, or applicable law. The waiver must be in writing, signed by the person entitled to notice, and delivered to the Club for inclusion in the corporate records. Attendance at a meeting constitutes waiver of notice of the meeting, except where the person attends for the express purpose of objecting to the transaction of business because the meeting was not lawfully called or convened.

Section 12.2 Amendments to Bylaws.

(a) Proposal. Amendments to these Bylaws may be proposed by: (1) the Board, by resolution approved by a majority of Directors then in office; or (2) a petition signed by at least ten percent (10%) of the Members in Good Standing entitled to vote.

(b) Member Approval. Any amendment to these Bylaws requires the affirmative vote of at least two-thirds (2/3) of the votes cast by Members entitled to vote, in accordance with Section 5.4 of these Bylaws.

(c) Notice. The Club shall provide written notice of any proposed amendment, including the text of the proposed amendment or a summary thereof, to all Members entitled to vote at least thirty (30) days before the vote.

(d) Effective Date. Amendments become effective upon approval by the Members, unless a later effective date is specified in the amendment.

Section 12.3 Fiscal Year.

The fiscal year of the Club ends on October 31 of each year, unless otherwise determined by the Board.

Section 12.4 Books and Records.

(a) Records to be Maintained. The Club shall keep at its principal office or such other place as the Board may determine: (1) the Articles of Incorporation and all amendments thereto; (2) these Bylaws and all amendments thereto; (3) minutes of all meetings of Members, the Board, and committees having Board authority; (4) a record of all actions taken by Members, the Board, or committees without a meeting; (5) a record of all actions taken by committees on behalf of the Club; (6) appropriate and complete books and records of account; (7) a list of the names and addresses of all Members, Directors, and Officers; and (8) such other records as may be required by the Act.

(b) Member Inspection Rights. A Member in Good Standing may inspect and copy the records described in Paragraph (a) at reasonable times and upon reasonable notice to the Club, subject to reasonable rules and regulations the Board may establish. The Club may charge a reasonable fee for copies.

Section 12.5 Communications to Members.

(a) General Policy. The Board shall keep Members informed of Club decisions, rules and regulations, committee activities, and Club functions through regular communications, which may include email, the Club's website, postings at the clubhouse, or other means approved by the Board.

(b) Bylaws and Rules. The Club shall provide each Member with access to a copy of these Bylaws, any amendments thereto, and the Club's rules and regulations. Access may be provided electronically through the Club's website or by email.

Section 12.6 Rules and Regulations.

The Board may adopt, amend, and repeal rules and regulations governing the use of Club facilities, the conduct of Members, Family Members, guests, and employees, and other matters the Board deems necessary or appropriate for the operation of the Club. The rules and regulations must be consistent with these Bylaws and are binding on all Members.

Section 12.7 Conflict of Interest.

(a) Disclosure. Any Director, Officer, or committee member who has a direct or indirect financial or personal interest in any matter before the Board or a committee shall disclose such interest prior to any discussion or vote on the matter.

(b) Recusal. A Director, Officer, or committee member with a conflict of interest shall recuse from voting on the matter and may be asked to leave the meeting during discussion of the matter, at the presiding officer's discretion.

(c) Documentation. The minutes of the meeting shall reflect the disclosure of the conflict and the recusal of the interested party.

Section 12.8 Assent to Bylaws.

Every person who is a Member of the Club, or who becomes a Member, is deemed to have notice of and to have assented to these Bylaws and any amendments thereto.

Section 12.9 Severability.

If any provision of these Bylaws is held to be invalid, illegal, or unenforceable, the invalidity, illegality, or unenforceability does not affect any other provision, and these Bylaws are construed as if the invalid, illegal, or unenforceable provision had not been contained herein.

Section 12.10 Governing Law.

These Bylaws are governed by and construed in accordance with the laws of the State of Michigan, including the Act, without regard to conflict of laws principles.

Section 12.11 Entire Agreement.

These Bylaws, together with the Articles of Incorporation and any rules and regulations adopted by the Board, constitute the entire agreement governing the rights and obligations of Members with respect to membership in the Club, superseding any prior understandings or agreements, whether written or oral.

CERTIFICATION

The undersigned, being the duly elected President and Secretary of Twin Beach Country Club, a Michigan nonprofit corporation, hereby certify that:

(1) These Bylaws were duly adopted by the affirmative vote of at least two-thirds (2/3) of the votes cast by Members entitled to vote, in accordance with Section 5.4 and Section 12.2 of these Bylaws;

(2) The vote was conducted through the electronic voting process the Board approved in accordance with Section 5.3 of these Bylaws; and

(5) These Bylaws supersede all prior bylaws of the Club.

IN WITNESS WHEREOF, the undersigned have executed this Certification as of the date set forth below.

Date of Member Approval: _____, 2026

TWIN BEACH COUNTRY CLUB

By: _____
Name: Aron Weberman
Title: President

ATTEST:

By: _____
Name: Tamy Harms
Title: Secretary

Date of Certification: _____, 2026