# **Approved By-Law Changes February 2018**

### Article VI, Section 2 and 3 – Rewritten and combined into one section

Section 2 – **Additions and/or major renovations.** Major indebtedness for the purpose of additions and/or major renovations to Corporation property may only be encumbered under the following procedure:

- 1. Upon proposed resolution of the Board, so long as the following is met:
  - a. Notice of proposed encumbrance, including a detailed plan and description of the addition and/or renovation. Said Notice shall include the last date and location in which votes may be received and will be mailed to each current members' last known address. Additionally, said Notice will be conspicuously posted on the premises not less than thirty (30) days prior to the last date to receive votes,

**AND** 

- b. A majority of the vote of all members who have submitted a vote prior to the deadline.
- 2. In the event the conditions, as set forth in paragraph 1 above are satisfied, the Board shall then have complete authorization from the members as to how these obligations shall be paid.

#### Article VI, Section 4, rewritten and re-numbered

**Article VI, Section 3, Sale of Land**. Any parcel of land not being directly used as part of the golfing facility may only be sold under the following procedure:

- 1. Upon proposed resolution of the Board, so long as the following is met;
  - a. Notice of the proposed resolution for sale of the property, including a detailed plan and description of the proposed property to be sold. Said Notice shall include the last date and location in which votes may be received and shall be mailed to each current member's last known address. Additionally, said Notice will be conspicuously and continuously posted on the premises not less than thirty (30) days prior to the last date to receive votes, AND
  - b. A majority of the vote of all members who have submitted a vote prior to the deadline.
- 2. In the event the conditions set forth in paragraph 1 above are satisfied, the property shall be listed for sale to the public by sealed bid. The property shall be posted indicating the property to be sold, the date by which the bids must be received and the location where bid instruction sheets may be obtained. Notice shall be posted for no less than sixty (60) days.

# **Approved By-Law Changes February 2018**

#### **ARTICLE VII – Addition of Section 1**

**Addition of Section 1 - Classification of Members.** Membership shall be divided into two (2) classifications of members, based upon the nature and type of their membership. Membership shall be divided into "Voting Member" and "Non-Voting Member" and more fully defined hereinafter.

- 1. "Voting Member" shall be defined as any member whose membership interest is based on any membership interest set forth in this remaining article, except those membership interests that are authorized year-to-year by the board as any seasonal, introductory, special, or limited membership. "Voting Member" shall have all the rights and privileges as set forth by the word "member" in these By-laws.
- 2. "Non-Voting Member" shall be defined as any member whose membership interest is not set forth in this remaining article, or whose membership interest is based upon the type of membership authorized on a year-to-year basis by the board as any seasonal, introductory, special, or limited membership. "Non-Voting Members" shall have only the right and privilege to use the facility and grounds and shall be subject to all the rights and privileges as set forth by the word "member" in these By-laws, with the exception of those sections in which the word "member" is afforded any right to any vote.

# **Proposed By-Law Changes February 2018**

#### Article VII – Membership and Dues

#### **Existing**

**Section 4.** Payment of Dues. New members are required to commit to one year's dues regardless of the date of enrollment. The second year's dues shall consist of the first year's anniversary date to March 31. Annual dues will be prorated for this period if it is less than 12 months. Annual dues may be paid in full or in equal monthly installments.

#### Approved

**Section 4.** Payment of Initial Member Dues. Membership year shall be January 1<sup>st</sup> – December 31<sup>st</sup>. New members are required to pay current annual dues regardless of the date of enrollment, however, any new members joining after July 1<sup>st</sup>, annual dues will be prorated for the remainder of the membership year, subject to COO & Board of Director approval. Annual Single, Family 1 and/or Family 2 Golf Member dues may be paid in full or in equal monthly installments. All other Membership dues must be paid in full when billed.

#### **Existing**

**Section 10.** Payment of Dues. The membership year shall be April 1 - March 31. At the option of the members, dues may be paid monthly and will be billed on the first of the month. If dues are not paid within the standard billing terms, net thirty (30) days from the date of the invoice, service charges of 18% APR will be added. Any member who does not pay in full within sixty (60) days from the date of the original billing will have their privileges in the Corporation suspended and their name posted. A written notice will be sent informing the member of this suspension. If payment in full is not made within ten (10) days of the date of the suspension notice, the membership will be terminated. Such termination of a member shall operate as a complete release and extinguishment of his rights, title and interest in any and all of the property of the Corporation, which he may have acquired through membership, but shall not cancel or affect any indebtedness of the terminated member to the Corporation. The member will be billed for the remainder of annual dues, if applicable, and turned over to collections if payment is not received within thirty (30) days of the date of the written notice.

### **Approved**

**Section 10.** Payment of Annual and Monthly Dues. The membership year shall be January 1st - December 31st. Based on the member classification, dues are paid annually or monthly. Annual member dues are due on or before January 31st. Monthly member dues are to be paid twenty (20) days from the date of the invoice. If dues are not paid within the standard billing terms, net twenty (20) days from the date of the invoice, service charges of 18% APR will be added. Any member who does not pay in full within sixty (60) days from the date of the original billing will have their privileges in the Corporation suspended and their name posted. A written notice will be sent informing the member of this suspension. If payment in full is not made within ten (10) days of the date of the suspension notice, the membership will be terminated. Such termination of a member shall operate as a complete release and extinguishment of his rights, title and interest in any and all of the property of the Corporation, which he may have acquired through membership, but shall not cancel or affect any indebtedness of the terminated member to the Corporation.

The member will be billed for the remainder of annual dues, if applicable, and turned over to collections if payment is not received within thirty (30) days of the date of the written notice.

### **Existing**

**Section 11.** Purchase on credit. All charges due from a member to the Corporation for food, beverages, greens fees, cart rentals, or other items or service purchased by a member through the Country Club facilities shall be paid in full within thirty (30) days from the date of the invoice for these items. If payment is not received within thirty (30) days, service charges of 18% APR will be added. Any member who does not pay in full within sixty (60) days from the date of the original billing will have their privileges in the Corporation suspended and their name posted. A written notice will be sent informing the member of this suspension. If payment in full is not made within ten (10) days of the date of the suspension notice, the membership will be terminated. Such termination of a member shall operate as a complete release and extinguishment of his rights, title and interest in any and all of the property of the Corporation, which he may have acquired through membership, but shall not cancel or affect any indebtedness of the terminated member of the Corporation.

#### **Approved**

**Section 11.** Purchase on credit. All charges due from a member to the Corporation for food, beverages, greens fees, cart rentals, or other items or services purchased by a member through the Country Club facilities shall be paid in full within twenty (20) days from the date of the invoice. If charges are not paid within the standard billing terms, net twenty (20) days from the date of the invoice, service charges of 18% APR will be added. Any member who does not pay in full within sixty (60) days from the date of the original billing will have their privileges in the Corporation suspended and their name posted. A written notice will be sent informing the member of this suspension. If payment in full is not made within ten (10) days of the date of the suspension notice, the membership will be terminated. Such termination of a member shall operate as a complete release and extinguishment of his rights, title and interest in any and all of the property of the Corporation, which he may have acquired through membership, but shall not cancel or affect any indebtedness of the terminated member of the Corporation.

# New section under Article VII, Membership and Dues

# New / Approved

**Section 12.** Each member agrees, by paying for a membership, to abide by any and all codes of conduct, member policies, and the like, as adopted, revised or otherwise, from year to year. Any and all policies established by the club shall be posted in any manner consistent with the business of the club.