

**FOURTH AMENDED AND RESTATED BYLAWS
OF
GREYSTONE GOLF CLUB, INC.**

*Fourth Amended and Restated Bylaws Adopted by Board of Directors on August 21, 2012 and
effective October 1, 2012 (as amended through October 22, 2014)*

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**FOURTH AMENDED AND RESTATED BYLAWS
OF GREYSTONE GOLF CLUB, INC.**

**ARTICLE 1.
Name and Purpose**

1.1 The corporate name of the Club shall be “GREYSTONE GOLF CLUB, INC.” It is also sometimes referred to herein as the “Club.”

1.2 The purpose and objective of the Club is to operate as a private club for the social and athletic pleasure, recreation, and benefit of its Members.

**ARTICLE 2.
Property**

2.1 The Club Property shall consist of clubhouses and grounds suitable for playing golf and for participating in other athletic sports and social recreation and such other property and facilities as may be necessary for its purposes.

2.2 The Club will not, under any circumstances, be responsible for property of Members, visitors, guests or other persons brought on the premises for any purpose whatsoever.

2.3 Property of the Club shall not be loaned or removed from the premises, or be put to other use than that for which it was intended.

2.4 Members must pay for all breakage or damage to Club Property caused by them or their guests.

2.5 No Member or any other person shall have or acquire any property rights in the property, assets or holdings of the Club, except as provided in the Club’s Articles of Incorporation or these Bylaws.

**ARTICLE 3.
Membership**

3.1 *Membership.* Members shall be classified as hereinafter provided. Each Member classification as herein defined shall have the rights, privileges and obligations pertaining to such classification. The two general classifications of Membership are as follows: (1) Regular (including Corporate), Charter and Life (collectively, “Equity” Members); and (2) Junior, Social, Non-Resident, Associate, Associate Corporate, Resident Dining, Corporate Executive, and all other Membership classifications (collectively, “Non-Equity” Members). The Club does not have and shall not have any policy which would discriminate against Members, prospective Members or their family members on the basis of race, creed, color, sex, religion or national origin. There

shall be no more than 1,000 combined Charter, Regular, Corporate, Associate and Associate Corporate Members and 25 Life Members admitted to the Club at any time.

3.2 *Charter, Regular and Life Members (collectively “Equity Members”)*. Regular, Charter and Life Members are Equity Members of the Club, i.e., are entitled to vote on all matters submitted to the Membership, to hold office, to sponsor new Members and to share in the net liquidation proceeds upon liquidation of the Club following payment of the Club’s liabilities and obligations. Memberships are not transferable or assignable except as provided in this Section or Section 3.9 or 3.19.2 of this Article. Equity Members shall be at least twenty-three (23) years of age. Member and spouse and his or her single sons and daughters under twenty-six (26) years of age and who are attending school as a full-time student or living with their parent(s), shall have, subject to Club rules and the Bylaws, full use of all facilities afforded by the Club. *(Amended October 15, 2013)*

3.2.1 A Charter, Regular or Life Member may transfer or sell his or her Membership only to the Club; provided, however, that the foregoing shall not be applicable to any legacy transfers made by Charter, Regular or Life Members pursuant to the terms and provisions of 3.19.2 below. A Charter, Regular or Life Member who desires to sell his or her Membership to the Club must give the Club written notice the Membership is available for the Club to repurchase. The Club is not obligated to repurchase a Membership under any circumstances except those in 3.2.1 and 3.2.2 of this Section, but may do so in its sole and absolute discretion.

3.2.1.1. Subject to the provisions of Article 13 below, the Club is obligated to repurchase a Charter, Regular or Life Membership when all available Equity Memberships have been issued pursuant to Section 3.1 and the Club has received the required funds to purchase said Membership pursuant to Section 13.5. The Club may, but will not be required to, repurchase a Membership prior to another individual acquiring the resigned Membership. If there are no acceptable persons approved for admission as an Equity Member, the resigned Membership will be placed on a waiting list to be repurchased by the Club on a first-resigned, first-repurchased basis. There are no guarantees the Club will repurchase a resigned Membership, because the Club’s repurchase obligation is contingent on the purchase of all Equity Memberships. Therefore, the resigned Member may not recover the purchase price for Membership.

3.2.1.2 The Board of Directors in its sole discretion shall determine from time to time the price at which a Regular or Life Membership may be sold by the Club which also shall be the price at which the Club shall repurchase said membership pursuant to Article 13 below (the “Fair Market Value”).

3.2.2 Subject to the provisions of Article 13 below, the amount which the Club will pay to a resigned Equity Member or the estate of a deceased Equity Member upon the Club’s repurchase of his or her Membership is as follows: (A) the greater of 100% of the purchase price paid by a Charter Member or 80% of the Fair Market Value of a Regular Membership; (B) 80% of the Fair Market Value of a Regular Membership purchased prior to June 1, 2010 in the case of a resigning or deceased Regular Member; (C) 100% of the Fair

Market Value of a Life Membership in the case of a resigning or deceased Life Member; (D) 50% of the Fair Market Value of a Regular Membership purchased on or after June 1, 2010 in the case of a resigning or deceased Regular Member; or (E) 0% of the Fair Market Value of a Regular Membership purchased on or after October 1, 2012. Any amounts owed to the Club by a resigned or deceased Regular or Life Member will be deducted from the amount to be paid to a resigned Member or a deceased Member's estate upon the Club's repurchase of a Regular or Life Membership.

3.2.3 A Charter or Regular Member who has notified the Club the Member has resigned from the Club is obligated to pay dues and assessments until the Club redeems such Member's Membership. In the alternative, with the approval of the Board of Directors, the dues and assessments payable by such Member to the Club after the effective date of such resignation may be accrued with additional charges for non-payment in a total amount not to exceed the amount which the resigned Charter or Regular Member is entitled to receive from the Club upon the Club's repurchase of the resigned Member's Membership. In lieu of either of the above, any Charter or Regular Member who has elected to resign from the Club may, in such Member's sole discretion, elect to forfeit his or her Membership in the Club and all redemption rights attributable to such Membership in which event such Member shall, subject to the terms and provisions of Section 4.1 of these Bylaws, be relieved of any further obligation to pay dues or assessments to the Club after the effective date of such resignation. A Charter, Regular or Life Member will not be entitled to use any of the Club Facilities after the effective date of such resignation.

3.2.4 If a Charter or Regular Membership is repurchased during the Fiscal Year, the resigning Member will be reimbursed on a pro rata basis for any actual dues prepaid for that year.

3.2.5 Life Members shall pay no dues, food minimums or assessments. The Club reserves the right, in the discretion of the Board of Directors, to curtail the issuance of Life Memberships at any time. Thereafter, successors who are in the immediate family of former Life Members shall be admitted on the same terms and conditions as Regular Members.

3.2.6 Charter or Regular Members may convert to Life Membership in the sole discretion of the Club's Board of Directors. If a waiting list is maintained for prospects desiring to become Life Members, Charter or Regular Members, in the discretion of the Board of Directors, may be given priority over non-Members. Upon conversion to Life Membership, the Charter or Regular Member shall be required to pay the entire Membership fee then payable for Life Memberships without any credit or reduction for the Membership fee previously paid by such Charter or Regular member. In connection with the foregoing, a waiting list for any Charter or Regular Members who desire to become Life Members of the Club is established (the "Life Member Waiting List"), subject to the following:

- (i) Only existing Equity Members of the Club who have paid in full their respective Membership fees at the time such Member is to be added to the Life Member Waiting List and who are in good standing, as defined in Section 13.7 of these Bylaws, may have their names placed on the Life Member Waiting

List;

(ii) Placement of a prospect's name on the Life Member Waiting List shall be determined on a first-come, first-served basis, based on the date on which the Club receives written notice from any prospective Equity Member desiring to have his or her name placed on the Life Member Waiting List;

(iii) In the event an existing Life Membership in the Club is subject to redemption, then the order of priority established on the Life Member Waiting List shall be used for the redemption of such Life Membership;

(iv) To the extent any Member on the Life Member Waiting List is, at any time, not in good standing, as defined in Section 13.7 of these Bylaws, then such Member shall be immediately removed from any such Life Member Waiting List subject to and in accordance with the provisions of Section 13.7 of these Bylaws; and

(v) Any upgrades from an existing Equity Membership to a Life Membership shall be subject to all of the other terms and provisions of these Bylaws; however, no portion of the Membership previously paid by any Equity Member shall be applied to or credited against the Membership fees then payable for a Life Membership in the Club.

3.3 *Corporate Memberships.* Corporate Memberships are a form of Regular Membership; thus a Corporate Membership will be deemed an Equity Member. The Corporate Membership fee shall be established by the Board of Directors of the Club and is subject to change from time to time. Corporate Memberships pay the same dues and assessments as Regular Members.

3.3.1 A Corporate Membership may be purchased by a corporation, partnership or other approved entity which would then designate one (1) individual (the "Designee") who is employed as an officer, director, partner, or manager of such entity to utilize membership privileges at the Club. Such Designee must be approved by the Membership Selection Committee utilizing the same selectivity process utilized for all other Members. The Designee, once approved by the Membership Selection Committee of the Club and the Board of Directors of the Club, is jointly and severally liable with the owners of such Corporate Membership for the payment of all costs and expenses incurred at the Club. The Designee and his or her immediate family have all rights of a Regular Member and are subject to the same guest policies of Regular Members. The Designee shall have all voting rights attributable to the Corporate Membership.

3.3.2 The business entity which owns the Corporate Membership shall have the right at any time to designate another individual to utilize the Club's facilities; provided, however, that (i) the new Designee must also be approved by the Membership Selection Committee of the Club and the Board of Directors of the Club, and (ii) the Board of Directors may, in its discretion, limit the number of times a Designee may be changed by the holder of a

Corporate Membership and may adopt a fee from time to time designated by such change in the Designee. Until approval of a new Designee, the old Designee is entitled to all Club privileges and, immediately upon approval of new Designee, the old Designee shall forfeit all rights to the use of the Club's facilities.

3.3.3 If the Club does not approve a new Designee to utilize the Corporate Membership, then the owner of the Corporate Membership (and its prior Designee) are still obligated to pay monthly dues and other charges.

3.3.4 All dues and charges incurred with respect to a Corporate Membership shall be paid by each Designee; the Designee and the holder of the Corporate Membership are jointly and severally liable for all such costs and expenses.

3.3.5 Corporate Memberships shall be counted as Equity Memberships in the Club. The Board of Directors reserves the right, in its sole discretion, to limit the total number of Corporate Memberships in the Club.

3.3.6 Any Regular Member of the Club may convert his or her Regular Membership to that of a Corporate Membership upon payment of the then applicable conversion fee adopted by the Board of Directors, which conversion fee is subject to change from time to time.

3.4 *Associate Corporate Members.* The term "Associate Corporate Member" or "Associate Corporate Membership" shall mean and refer to the special use memberships which may be issued to the holder of a Corporate Membership which would allow any number of qualified individuals (in addition to the Designee of such Corporate Membership) the privilege to use and enjoy all of the Club's facilities as part of the Corporate Membership, subject to the terms and conditions of this Section 3.4.

3.4.1 *Qualification and Selection of Associate Corporate Members.* The holder of a Corporate Membership may issue an Associate Corporate Membership to any number of qualified individuals. Each Associate Corporate Membership may be held only by one (1) individual who (a) is at least 23 years of age and (b) is either employed on a full time basis by the holder of the Corporate Membership or is an officer, director, partner, member or manager of the corporation, partnership or other entity which holds the Corporate Membership. Only the holder of the Corporate Membership may purchase an Associate Corporate Membership or nominate an individual to use the Associate Corporate Membership. All nominees for Associate Corporate Membership shall be subject to the same nomination and approval process then being utilized by the Club for the nomination and approval of other Members of the Club.

3.4.2 *Changes in Designation of Associate Corporate Members.* The holder of a Corporate Membership may, in its sole discretion, at any time, by written notice to the Club, (a) revoke the Associate Corporate Membership of any individual granted by such holder and (b) nominate other designees to utilize the Associate Corporate Membership(s) held by the holder of such Corporate Membership so long as (I) the new designee satisfies the requirements of Section 3.4.1 above, (ii) the Corporate Member pays to the Club a transfer fee as may be determined by

the Board of Directors, (iii) the new designee has been approved for Associate Corporate Membership pursuant to the Club's then existing nomination and approval process for new Members and (iv) all amounts owing to the Club with respect to such Associate Corporate Membership have been paid in full. The holder of a Corporate Membership shall be obligated to immediately notify the Club and revoke the Associate Corporate Membership of any individual who fails to meet the qualification requirements of Section 3.4.1 above.

3.4.3 Privileges and Status of Associate Corporate Members. An Associate Corporate Member shall have the same use privileges as a Regular Member with respect to the use of the Club's facilities; provided, however, that Associate Corporate Members shall have voting rights only for the election of officers and directors of the Club. Associate Corporate Memberships shall not have any redemption rights or other rights of Equity Members and are not entitled to a refund of any amounts paid to the Club, whether as Membership fees, Assessments, dues or other charges, upon the termination of the Associate Corporate Membership.

3.4.4 The following policies shall apply to Associate Corporate Memberships.

3.4.4.1 Membership Fees and Assessments. The holder of the Corporate Membership to whom one or more Associate Corporate Memberships have been issued shall be primarily obligated and responsible for the payment of all Membership fees and assessments payable with respect to each such Associate Corporate Membership held by such Corporate Member.

3.4.4.2 Dues and Other Charges. Except as otherwise provided in Section 3.4.4.5 below, each Associate Corporate Member shall be primarily obligated and responsible for the payment of all dues and other charges levied or assessed to, or incurred by such Associate Corporate Member.

3.4.4.3 Disciplinary Action with Respect to Corporate Membership. To the extent the holder of a Corporate Membership is suspended or expelled from the Club for any reason or any other disciplinary action is taken against such Corporate Member (or the Designee thereof), then all Associate Corporate Memberships may likewise be subject to the same suspension, expulsion or other disciplinary action taken with respect to such Corporate Membership. In the event a Corporate Member is expelled, the corporation, partnership, or other approved entity may nominate another Designee subject to the approval process set out in Section 3.3.1.

3.4.4.4 Disciplinary Action with Respect to Associate Corporate Members. All Associate Corporate Members shall be subject to the same fines, assessments, penalties and other disciplinary actions as are applicable to all other Members of the Club.

3.4.4.5 Additional Obligations of Corporate Member. The holder of a Corporate Membership is obligated, in all events, to pay all dues and other charges with respect to any Associate Corporate Memberships issued to the holder of such Corporate Membership, including, without limitation, all dues and charges (a) of any Associate Corporate Member who has been suspended or expelled from the Club or who has elected to terminate his or her

Associate Corporate Membership in the Club and (b) applicable to such Associate Corporate Membership during any period of time that a new designee for the use of such Associate Corporate Membership has not been approved by the Club.

3.4.4.6 No Refund of Fees, Dues, Etc. In no event shall the holder of a Corporate Membership or any Associate Corporate Member be entitled to a refund of any amounts paid to the Club as a result of the suspension or expulsion of any Associate Corporate Member's Membership in the Club or as a result of the failure of the Club to approve a new designee to utilize an Associate Corporate Membership.

3.5 *Corporate Executive Memberships.* Corporate Executive Memberships are not a form of Regular Membership; thus a Corporate Executive Member (1) shall not have the right to hold office in the Club; (2) shall not have any repurchase rights pursuant to the Bylaws; (3) shall not share in the net liquidation proceeds of the Club; and (4) shall not have any redemption privileges or rights pursuant to Article 13 of the Bylaws. A Corporate Executive Members shall have the right to vote on the election of Officers of Directors of the Club. The Corporate Executive Membership fee and terms of purchase shall be established by the Board of Directors of the Club and is subject to change from time to time. Corporate Executive Memberships pay the same dues and assessments as Regular Members.

3.5.1 A Corporate Executive Membership may be purchased by a corporation, partnership or other entity which would then designate one (1) individual (the "Designee") who is employed as an officer, director, partner, or manager of such entity to utilize membership privileges at the Club. Such Designee must be approved by the Membership Selection Committee utilizing the same selectivity process utilized for all other Members. The Designee, once approved by the Membership Selection Committee of the Club and the Board of Directors of the Club is jointly and severally liable with the owners of such Corporate Executive Membership for the payment of all costs and expenses incurred at the Club. The Designee and his or her immediate family have all rights of a Regular Member and are subject to the same guest policies of Regular Members. The Designee shall have all voting rights attributable to the Corporate Executive Membership.

3.5.2 The business entity which owns the Corporate Executive Membership shall have the right at any time to designate another individual to utilize the Club's facilities; provided, however, that (1) the new Designee must also be approved by the Membership Selection Committee of the Club and the Board of Directors of the Club, and (ii) the Board of Directors may, in its discretion, limit the number of times a Designee may be changed by the holder of a Corporate Executive Membership and may adopt a fee from time to time designated by such change in the Designee. Until approval of a new Designee, the old Designee is entitled to all Club privileges and, immediately upon approval of new Designee, the old Designee shall forfeit all rights to the use of the Club's facilities.

3.5.3 If the Club does not approve a new Designee to utilize the Corporate Executive Membership, then the owner of the Corporate Executive Membership (and its prior Designee) are still obligated to pay monthly dues and other charges.

3.5.4 All dues and charges incurred with respect to a Corporate Executive Membership shall be paid by each Designee; the Designee and the holder of the Corporate Executive Membership are jointly and severally liable for all such costs and expenses.

3.5.5 The Board of Directors reserves the right, in its sole discretion, to limit the total number of Corporate Executive Memberships in the Club.

3.5.6 Any Regular Member of the Club may convert his or her Regular Membership to that of a Corporate Executive Membership upon payment of the then applicable conversion fee adopted by the Board of Directors, which conversion fee is subject to change from time to time.

3.6 *Associate Members.* The term “Associate Member” or “Associate Membership” shall mean and refer to the special use membership which may be issued to a qualified individual who is granted the privilege to use and enjoy all of the Club’s facilities, subject to the terms and conditions of this Section 3.6.

3.6.1 *Qualification and Selection of Associate Members.* Each Associate Membership may be held only by one (1) individual who is at least 23 years of age. All nominees for Associate Membership shall be subject to the same nomination and approval process then being utilized by the Club for the nomination and approval of other Members of the Club.

3.6.2 *Privileges and Status of Associate Members.* An Associate Member shall have the same use privileges as a Regular Member with respect to the use of the Club’s facilities; provided, however, Associate Members shall only have voting rights with respect to elections for the Officers and Directors of The Club. Associate Memberships shall not have any redemption rights or other rights of Equity Members and are not entitled to a refund of any amounts paid to the Club, whether as Membership fees, Assessments, dues or other charges, upon the termination of an Associate Membership.

3.6.3 The following policies shall apply to all Associate Members.

3.6.3.1 *Disciplinary Action with Respect to Associate Members.* All Associate Members shall be subject to the same fines, assessments, penalties and other disciplinary actions as are applicable to all other Members of the Club.

3.6.3.2 *No Refund of Fees, Dues, Etc.* In no event shall any Associate Member be entitled to a refund of any amounts paid to the Club as a result of the suspension or expulsion of any Associate Member’s Membership in the Club.

3.7 *Social Members.* The number of Social Members shall be determined by the Board from time to time but shall not exceed 300 in number. Social Members are Non-Equity Members; the duties, rights and privileges of Social Members shall be limited to the use of the dining and lounge facilities within the Clubhouses, the fitness center, and the swim and tennis facilities of the Club. Social Members do not have golfing privileges and do not have the right to

vote, hold office, or share in net liquidation proceeds. Social Members shall be at least twenty-three (23) years of age. This Member and spouse and his or her single sons and daughters (i) under twenty-three (23) years of age or (ii) under twenty-six (26) years of age and who are attending school as a full time student, shall have, subject to Club rules and the Bylaws, the use of the dining facilities within the Clubhouses, the fitness center, and swim and tennis privileges; provided, however, that the Board, in its sole discretion, may elect to establish a priority reservation schedule for dining privileges, the fitness center, and swim and tennis privileges in favor of the Equity Members, Junior Members and their respective spouses and family members as set out herein.

3.7.1 Social Members may convert to Regular Membership in the sole discretion of the Club's Board of Directors. If a waiting list is maintained for prospects desiring to become Regular Members, Social Members, in the discretion of the Board of Directors, may be given priority over non-Members. Upon conversion to Regular Membership, the Social Member shall be required to pay the Upgrade Fee applicable to the upgrade of a Social Membership. The Membership fee previously paid by the Social Member to become a Social Member shall be allowed as a credit towards the Upgrade Fee. The Upgrade Fee may vary from year to year but may not exceed an amount equal to the Regular Membership fee chargeable on the conversion date. If a Social Member is offered upgrade to Regular Membership and fails to accept and pay the Upgrade Fee within thirty (30) days of notice of the offer to upgrade to Regular Membership, then the Social Member shall not thereafter be eligible for further consideration for upgrade.

3.7.2 Notwithstanding anything provided herein to the contrary, each and every Social Membership in the Club shall be subject to redemption by the Club, as determined in the sole and absolute discretion of the Board of Directors of the Club. Such redemption may be exercised only by the Club and not by any Social Member. The Club, acting through its Board of Directors, may elect to redeem some but not all of the Social Memberships in the Club by redeeming a specific number of Social Memberships commencing with the redemption of the memberships of the most recently admitted Social Members. However, the Board of Directors of the Club may elect, in its sole discretion, to redeem all Social Memberships either at the same time or in a series of redemptions. In the event the Club elects to redeem any Social Memberships, the Club will provide thirty (30) days prior written notice to those Social Members whose Social Memberships are to be redeemed and, upon the expiration of such thirty (30) days, the Club shall refund to each Social Member whose Social Membership is being redeemed the initial Membership fee paid by such Social Member for a Social Membership in the Club, without any interest thereon. Upon repayment of such Membership fee, the Social Member shall not be entitled to use any of the Club Facilities, including, without limitation, the dining and lounge facilities within the Clubhouses or any of the Club's fitness center, swim and tennis facilities. Any amounts owed to the Club by a Social Member and remaining unpaid on the redemption date will be deducted from the amount to be repaid to such Social Member whose membership is being redeemed. In the event of any such redemption, the Club shall have no obligation to refund any other amounts previously paid to the Club by those Social Members whose memberships are being redeemed whether as dues, assessments or other charges.

3.7.3 Unless the Club exercises the redemption rights specified above, the

Social Member Membership fee is non-refundable and the Social Membership is non-transferable except to a widow or widower pursuant to Section 3.9. A Social Member who resigns or is expelled from the Club pursuant to Bylaw Article 4 shall not be entitled to receive a refund of any Membership fees, dues, assessments or other charges paid to the Club nor shall the redemption provisions set forth in this Section 3.3 be applicable by virtue of such resignation or expulsion.

3.8 *Junior Members.* A Junior Member shall be at least twenty-three (23) and under thirty-four (34) years of age. To the extent any person applying for a Junior Membership in the Club is married, then either spouse may become a Junior Member; however, for the purposes of determining the payment of initiation fees and the date on which an Junior Membership must be converted to Regular or Associate Membership status, the age of the oldest spouse (regardless of whether that spouse is the Junior Member) shall be utilized. All Junior Members, their spouses and their children shall have, subject to Club rules and the Bylaws, the full use of all facilities afforded by the Club. However, a Junior Member may not serve on the Board of Directors nor vote but may sponsor new members. Junior Members pay dues equal to one-half of the prevailing Regular Member dues until time of conversion. The Junior Member must resign or convert his or her membership to Regular Membership status on or before the anniversary date following his or her thirty-fourth (34th) birthday, or the thirty-fourth (34^h) birthday of such Junior Member's spouse.

3.8.1 Junior Members shall make yearly membership fee payments toward their respective membership as determined and published by the Board of Directors of the Club in accordance with the Club's Bylaws pertaining to Junior Members.

3.8.2 There shall be a limit of Sixty (60) Junior Members at any time. The foregoing limitation on the number of Junior Members in the Club shall include (i) all Junior Members in good standing under the age of thirty-four (34), (ii) all Junior Members who have attained the age of thirty-four (34) but who have not converted to Regular Membership status because the Regular Membership is then full and (iii) all Junior Members who, have paid all applicable Membership fees required to be paid even though the Regular Membership is then full.

3.8.3 Any Charter, Regular or Life Member in good standing may bestow a Junior Legacy Membership on his or her son, daughter, legally adopted stepson or stepdaughter or any grandchild of such Equity Member, subject to the satisfaction of the following terms and conditions:

3.8.3.1 All Junior Legacy Members must be at least 23 years of age and be approved for Membership by the Club's Membership Selection Committee.

3.8.3.2 Junior Legacy Memberships may be activated subject only to the availability of such openings in accordance with the Club Bylaws pertaining to Junior Members.

3.8.3.3 All Junior Legacy Members, their spouses and their children will be provided the same privileges as Junior Members, subject to the same terms and conditions as

set forth in the Club rules and the Bylaws.

3.8.3.4 At the time of acceptance, a Junior Legacy Member will not be required to pay any initial initiation fee for Junior Membership. However, all Junior Legacy Members will make yearly membership fee payments towards their respective membership as determined and published from time to time by the Board of Directors of the Club and in accordance with the Club Bylaws pertaining to Junior Members.

3.9 *Deceased Member.* A spouse, whose husband or wife held an Equity, Associate, Junior or Social Membership and other Membership in the Club and is now deceased (“Spouse”), may elect to retain the Club Membership, by notifying the Club accordingly within twelve (12) months of the date the Member deceased. If the Spouse elects to retain the deceased Member’s classification, then the Club shall transfer the Membership to the Spouse and the Spouse shall continue to pay full dues for the classification elected (excepting Life Memberships) and shall retain all rights and obligations associated with the respective Membership. Failure to notify the Club within twelve (12) months of the election to maintain the Membership classification as the case may be shall result in the legal representative of the deceased Member being obligated to offer an Equity Membership to the Club for repurchase pursuant to Section 3.2.1 above, or the lapse of the Junior, Associate or Social Membership. Should a Spouse fail to retain the deceased Member’s Membership and also fail to request redemption pursuant to Section 13.2, then said Membership shall be treated as a resigned Membership pursuant to Section 3.2.3.

3.10 *House Membership.* House Members shall be a class of Non-Equity Membership. A House Member shall have full access to all dining areas of both the Legacy and Founders Clubhouses, but shall not have access to any of the other amenities provided by the Club. House Members shall be approved by the Board, shall pay such Membership Fees as may be determined by the Board of Directors and shall be bound by all other requirements of a Member of the Club as may be determined by these Bylaws and by the Board of Directors from time to time. *(Amended November 19, 2013)*

3.11 Reserved for future use.

3.12 *Non-Resident Membership.* The Club may, in the sole discretion of the Board of Directors, issue Non-Resident Memberships on such terms and in such numbers as the Board of Directors may approve. To be eligible for a Non-Resident Membership the holder may not maintain a residence within 75 miles of the Club. Non-Resident Members may not hold office and do not share in liquidation proceeds. Non-Resident Memberships are Non-Equity Memberships and are non-transferable, non-refundable and non-voting.

3.12.1 A Non-Resident Member shall convert his or her Membership to a Membership classification with golfing privileges within thirty (30) days of establishing a residence within 75 miles of the Club. If at the time the Non-Resident Member is required to convert his or her Membership and the Membership classification is full then (i) the Non-Resident Member shall commence paying the dues applicable to such Membership Classification as required, but shall not be eligible to vote, hold office nor share in liquidation proceeds until

and unless the Membership classification limit allows conversion but otherwise shall enjoy all the privileges of said Membership classification; and (ii) the Non-Resident Member shall be given priority in upgrading to the said Membership classification status over all other persons except Junior Members and other Non-Resident Members who are also waiting to upgrade to that Membership classification.

3.12.2 Upon conversion, the former Non-Resident Member shall pay an additional Membership fee in effect for that Membership classification at the time of such conversion as may be determined by the Board of Directors. If a Non-Resident Member fails to convert his or her Non-Resident Membership by paying all applicable Membership Fees within thirty (30) days of establishing a residence within 75 miles of the Club, the Non-Resident Member shall be deemed to have irrevocably forfeited his or her Non-Resident Membership and all Membership conversion rights in the Club.

3.13 *Converting Non-Resident Membership.* A Regular, Charter or Associate Member whose account is current and in good standing may submit a written request for Converting Non-Resident status provided that the Member has relocated his residence to outside of the 75 mile radius from the Club and provided that the prior residence must have been sold, leased or currently be on the market for sale. Upon approval of the Converting Non-Resident status by the Board, golf rounds may be limited as determined by the Board of Directors until the time of redemption or until said membership is converted back to the Member's former Membership classification. If at any time, the Member should no longer meet the requirements for Converting Non-Resident status, the Member is required to notify the Club within 30 days of said occurrence. Provided that the Regular or Charter Member has met all of the above requirements, said Regular or Charter Member shall maintain a status as an Equity Member until said membership is redeemed or until it is converted back to its former status as a Regular or Charter Member.

3.14 *Short-Term, Non-Voting Membership and Use Privileges.* The Club will have the right, in the discretion of the Board of Directors, to issue annual or short-term, non-equity, non-voting Member privileges, or both, and to enter into use agreements which permit others to use the Club Facilities, upon such terms and conditions as determined from time to time by the vote of a majority of the Members of the Board of Directors. Such privileges will entitle use of the Club Facilities designated by the Board of Directors.

3.15 Reserved for Future Use.

3.16 Reserved for Future Use.

3.17 Reserved for Future Use.

3.18 Reserved for Future Use.

3.19 Reserved for Future Use.

3.20 *Membership Policies.* The following policies shall apply to all Memberships:

3.20.1 Natural Persons. Except for Corporate, Associate Corporate, and Corporate Executive Memberships only natural persons may be Members.

3.20.2 Legacy Transfers. Notwithstanding anything provided in these Bylaws to the contrary, any Charter, Regular or Life Member in good standing may, at any time, elect to transfer and assign his or her Equity Membership in the Club to either a son, a daughter, a legally adopted step-son or step-daughter or any grandchild of such Equity Member subject to the satisfaction of the following terms and conditions:

3.20.2.1 Any such transferee or assignee of such Membership must be at least 23 years of age and be approved for Membership by the Club's Membership Selection Committee; and

3.20.2.2 A transfer fee as determined by the Board of Directors shall be payable at the time of such transfer.

3.20.2.3 The transfer of such Equity Membership without requirement that such Membership be placed on any of the redemption or resignation lists maintained by the Club.

3.20.3 Dues Categories. The Board of Directors may prescribe and establish Membership fees and dues categories for all Membership categories except for Life Members who pay no dues, food minimums or assessments.

3.20.4 Other Categories. The Board of Directors, in its discretion, may from time to time reduce the number of persons in one or more classifications of Membership and may establish other non-voting, non-equity Membership classifications of Membership.

3.21 *Admission Procedures.* Membership in the Club shall be by invitation only. A request that an invitation to Membership be extended must be made in writing by at least two (2) Members, who are in good standing and the proposed Member must be known by at least two (2) past or present Members of the Board of Directors. All requests for invitations will be submitted to the Membership Committee for consideration and review. The Membership Committee will carefully examine all information and communications in reference to each proposed Membership. Before each Board of Directors meeting, the Membership Committee will submit a list of requests for invitations to the Board, together with its recommendation for action. All proceedings of the Membership Committee and the Board of Directors on invitations to Membership shall be confidential. The affirmative vote of at least fifty-one percent (51%) of the full Board of Directors shall be required to approve and admit the proposed Member.

3.21.1 It shall be the duty of each Member of the Club possessed of any information derogatory to the character of a proposed Member, or knowing of any reason why Membership should not be granted to such individual, to communicate the same to the Membership Committee Chairman. All such communications shall be held by the Membership Committee Chairman in strictest confidence.

3.21.2 Nominations for Membership. Following the approval of issuance of a nomination form, the nominee and sponsoring Member must submit a fully completed and signed nomination form and preliminary data form to the Club Secretary. . All nominations for Membership will be in the form prescribed by the Board of Directors and will be signed by the sponsoring Member and the nominee. The Board of Directors, either directly or through its Membership Committee, will undertake the necessary investigation and appraisal of a nominee. This may include an interview with the nominee at the sole discretion of the Board of Directors.

3.22 *Membership Purchase Agreement and Acknowledgment.*

3.22.1 Upon being notified of his or her approval as a Member in the Club, the approved Member shall (i) pay the required purchase price for the Membership selected and (ii) complete and return to the Club a Membership Purchase Agreement. Following receipt of the foregoing and any other documentation as may be required by the Club, as determined by the Board of Directors, such Member will receive a formal Acknowledgment of Membership. Such Acknowledgment will be in a form approved by the Board of Directors and will state that the Membership is issued subject to the Bylaws, as amended from time to time, and will be subscribed by the Member and by the Club's President or Vice President and under the seal of the Club.

3.22.2 Membership Acknowledgments are not redeemable or transferable except as specifically provided by these Bylaws and then only through the Club Secretary. Upon the resignation or expulsion of a Member, the Member will surrender his or her Membership Acknowledgment. Whenever any person will cease to be a Member, whether by death, resignation, recall, expulsion or other provisions of these Bylaws or the Plan, such cessation will operate to authorize the Club Secretary to effectuate the redemption, cancellation, purchase or sale of the Membership of such Member in accordance with and in the manner prescribed by these Bylaws.

3.22.3 A Membership shall be issued in only one name.

3.22.4 Upon the approved Member paying the Club the required purchase price for the Membership and the issuance of the Membership Acknowledgment, the person elected to Membership shall be entitled to the rights and privileges of the classification of Membership to which the person has been elected.

3.22.5 Any person elected to Membership who does not comply with the foregoing requirements of Section 3.18.4 within one (1) month from the time of his or her election to Membership shall be considered to have declined to become a Member.

3.23 *Membership Classification Changes.* A Junior Member may become a Regular, Corporate or Associate Member as provided in Section 3.4 above. In the discretion of the Board of Directors, a Social Member may become a Regular, Corporate or Associate Member by applying for and being accepted for such status and by purchasing a Regular, Corporate or Associate Membership in amounts to be determined from time to time by the Board of Directors and provided further that a Regular Membership is available pursuant to these Bylaws.

3.23.1 A change in Membership classification must be requested in writing to the Board of Directors at least ninety (90) days in advance of the desired effective date of such change. No change of classification is effective until and unless approved by the Board of Directors in its sole discretion.

3.23.2 Any Member may request an upgrade or downgrade to a different Member classification upon providing a written request to and obtaining approval of the Board of Directors. Upgrades of Member classifications shall be subject to such fees and other requirements as the Board of Directors may determine. Downgrades in Member classifications and resignations by Equity Members shall terminate all rights attributable to said Equity Member. A resignation by any Member shall terminate any and all rights pursuant to the resigned Membership and with the resignation of an Equity Member, all rights of an Equity Membership shall be terminated.

3.23.3 A Member may only downgrade his or her membership once in a lifetime. Equity Members cannot be placed on a redemption list while in a downgraded status. Any requests for reinstatement of an Equity Membership shall be made in writing subject to Board approval and subject to the Member being in good standing and all membership dues, fees, and assessments being current.

3.23.4 Unless otherwise expressly provided in these Bylaws, the conversion of any Membership classification to another type of Membership classification shall be subject to the approval of the Board of Directors and such terms, conditions and the payment of such fees and conversion prices as the Board of Directors may, in its sole discretion, determine from time to time.

3.24 *Voting Rights.* Only Equity Members are eligible to vote in all official Club meetings and elections. All Associate Members and Corporate Associate Members are eligible to vote only in elections pertaining to electing the Club Officers and Board of Directors. To be eligible to vote, eligible voting Members must have their Club obligations on a current status. Posted Members, i.e., delinquent or suspended Members, and resigned Members may not vote at official Club meetings. On all matters to be voted on by Members of the Club, each eligible voting Member will be entitled to one (1) vote.

3.25 *Addresses.* It is the duty of each Member to ensure the Club's records contain the Member's correct, current mailing address and email addresses, if applicable. All notices to Members mailed to the last mailing address or email address furnished by the Member to the Club shall be deemed adequately addressed.

3.26 *Purchase Price for Memberships.* Persons desiring to be a Member of the Club will be required to pay the purchase price for Club Memberships as may be determined by the Board of Directors in its sole discretion. The purchase price will be set forth in the Membership Purchase Agreement. The Board of Directors shall establish and have the right to increase or decrease the purchase price charged for any Membership in the Club in its sole discretion.

ARTICLE 4.

Resignation, Termination, Suspension and Expulsion

4.1 *Resignation or Termination.* Any Member may resign by delivery of a written notice to the Club's business office at least 90 days prior to the end of the month when the resignation is to become effective. All of the resigning Member's indebtedness to the Club becomes due and payable upon the effective date of the resignation. Notwithstanding the provisions of Section 3.2.5 of these Bylaws, a Charter or Regular Member may, in his or her discretion, elect, by written notice to the Club, to resign from The Club, terminate his or her Membership and to tender back to the Club said Membership, including all redemption rights to such Membership. Upon payment in full of all dues, assessments and other charges due to the Club through the effective date of such resignation, such Member shall have no further obligation to pay dues, assessments or any other charges to the Club for any period of time after the effective date of such resignation. If a Charter or Regular Member elects to resign and terminate his or her Membership and redemption rights as set forth above, such Member shall be deemed to have irrevocably waived all rights to such Membership, the Club shall have no obligation to refund, reimburse or otherwise pay over to such resigned Member any amounts previously paid by such resigned Member for Membership fees, dues, assessments or any other charges previously paid to the Club by such Member and the Club shall not be obligated to pay to such Member any amount received by the Club in connection with the resale of such Membership. No resigned Member shall be entitled to use the Club Facilities at any time following resignation.

4.2 *Suspension or Expulsion - Nonpayment.* Any Member may be suspended or expelled by the vote of 51% of the Board of Directors for nonpayment of indebtedness to the Club.

4.3 *Suspension or Expulsion - Cause.* For any other cause, a Member may be expelled or suspended or other appropriate action may be taken (including, but not limited to, fines or reprimands) by a vote of fifty-one percent (51%) of the full Board of Directors.

4.4 *Definition of Cause.* The term "cause" for purposes of Section 4.3 hereof, shall include, but not be limited to, disorderly or other conduct as may be determined by the Board to be inappropriate, or a violation of Club Rules at the Club and being deemed "financially irresponsible" as defined in Section 5.4 of these Bylaws. In addition, the term "cause" for purposes of Section 4.3 hereof, shall include a Member's conviction of a felony, a Member's plea bargain agreement to accept a felony conviction or any other agreement or consent by which a Member agrees to or is otherwise convicted of a felony. As used herein, the term "felony" shall have the meaning ascribed to that term by the laws of the State of Alabama, the laws of any other state of the United States or the laws of the United States of America.

4.5 *Hearing.* A hearing by the Board of Directors shall be required for suspension (other than for non-payment of indebtedness) or expulsion. Notice in writing of such hearing stating the grounds for the proposed suspension or expulsion or action and notifying such Member he or she has a right to be heard must be delivered to him or her or mailed to his or her last address carried in the records of the Club at least five (5) days before such hearing is scheduled. The Board of Directors, by similar vote, may rescind any such action and reinstate the

Member, upon or without conditions, at its discretion.

4.6 *Appeals.* Any Member may appeal his or her suspension or expulsion by written notice to the Board of Directors at the next regular meeting of the Board of Directors. If a fine has been imposed, payment thereof shall constitute a condition precedent to the right of appeal. Upon appeal, the Board's previous action may be overturned by a majority vote of all of the members of the Board of Directors. Upon expulsion, all indebtedness owing to the Club through the date of expulsion is immediately due and payable and the former Member forfeits his right of redemption, if any.

4.7 *Divorce or Legal Separation.* In the event any married Member of the Club is legally separated or divorced, title to his or her Membership, including all rights and benefits given to the holder thereof (including, specifically, redemption rights, if any), shall vest in the spouse who is either awarded the Membership by any court having jurisdiction over such legal separation or divorce or as may be set forth in any settlement agreement between such individuals which has been approved by a court of competent jurisdiction; provided, however, that any such spouse shall fulfill the eligibility requirements for Membership in the Club and shall be subject to review and approval by the Membership Selection Committee of the Club and the Board of Directors of the Club to the same extent as any other prospective Member of the Club. Any Member of the Club who becomes legally separated or divorced who is required to transfer his or her Membership in the Club to his or her spouse must provide the Club with written notice thereof and, following approval of such Member's spouse for Membership in the Club, shall, together with his or her spouse, execute any and all documentation requested by the Club to evidence a transfer of such Membership. Until the Club has acted on the request for a transfer of Membership pursuant to the terms of this Section 4.7, the original Member shall remain responsible for the payment of all dues, fees, assessments and other charges associated with such Membership.

ARTICLE 5.

Fees, Dues, Assessments and Penalties

5.1 *Membership Fees and Dues.* The amount of the Membership Fees for each Membership classification, the upgrade fees and conversion fees for changes in dues/Membership classification, food and beverage minimum or prepaid service charges, and dues for each class of Member provided for herein shall be fixed and determined by the Board of Directors from time to time. The Board shall publish and provide a list of current Membership fees and dues structures to all Members. The dues for all Members within the same dues classification shall, however, be identical. All Associate Memberships, Associate Corporate Memberships and Corporate Executive Memberships shall pay dues and all other Club charges at the same rate as Regular Members. All Membership fees are nonrefundable except as otherwise provided in these Bylaws. The Board of Directors shall establish fees and dues for such other classifications of Membership as are or may be established herein or hereafter.

5.2 *Operating Assessments.* If the Board of Directors believes it necessary to levy assessments for the purpose of operating and maintaining the Club, it shall be authorized to levy such assessments as to all Membership Categories from time to time not to exceed in the

aggregate fifteen percent (15%) of the annual dues paid per individual Member for any one calendar year. Subject to the provisions of Section 7.5 below, all Operating Assessments in excess of (15%) of the dues chargeable for the then current year may be levied only after approval by (1) fifty-one percent (51%) of the Charter and Regular Members present at an Annual Meeting or a Special Meeting of the Membership called for the purpose of considering a recommendation for such assessment by the Board of Directors; and (2) fifty-one percent (51%) of the Club Trustees.

5.3 *Capital Assessments.* However, notwithstanding any provision herein to the contrary, if the assessment is for the purpose of improving the Club (“Capital Assessment”), only the Charter, Regular, Associate, Associate Corporate, and Corporate Executive Members and not the Life, Social or other non-voting Members shall be liable for any Capital Assessment; provided, however, that the Board of Directors may, in its discretion, require all Junior Members to pay Capital Assessments in such amount as the Board of Directors may determine; provided further, however, that in no event shall the Capital Assessments payable by Junior Members exceed the amount of the Capital Assessment then being levied and assessed to Regular Members. Subject to the provisions of Section 7.5 below, all Capital Assessments require the affirmative vote of (1) at least fifty-one percent (51 %) of Regular Members; and (2) fifty-one percent (51%) of the Club Trustees.

5.4 *Payment of Dues, Assessments, and Other Changes.* All Club dues are payable in advance. Dues, assessments and other charges are due and payable as follows and shall be subject to the fees and other remedies set forth below in the event the same are not paid when due:

5.4.1 Dues, assessments and other charges are due upon receipt and will be considered late if not paid by 4:30 p.m. on the 20th day of such month. Any Member who fails to pay his or her dues, assessments or accounts due to the Club by 4:30 p.m. on the 20th day of each month will be considered delinquent, at which time a late fee equal to ten percent (10%) of the outstanding balance shall be levied by the Club on the portion of the Member’s account which remains delinquent. The amount of the late payment fee may be increased or decreased from time to time by the Board of Directors.

5.4.2 Any Member still in default in the payment in full of his or her account as of the 10th day of the following month (i.e., 30 days past the original due date) as established in Section 5.4.1 above will be sent a letter by the Club Treasurer, General Manager or other personnel of the Club advising such Member of the delinquency and default. If all amounts due and owing to the Club as of the 20th day of the then current month (including, without limitation, all amounts, including late fees, due for the previous month and all amounts due for the then current month) are not paid in full, then such Member shall be automatically suspended from all Club privileges. No further notices shall be sent concerning the suspension of Club privileges.

5.4.3 Once a Member is suspended, his or her account must be paid in full (including all current month’s charges posted to his or her account) at the time of reinstatement.

5.4.4 If a Member is then currently suspended and does not pay in full all

amounts due and owing to the Club by the 20th day of the next month immediately following his or her suspension, that Member will be provided written notice to appear before the Board of Directors who shall then consider whether that Member should be expelled from the Club.

5.4.5 Any Member who is suspended twice in any 24-month period shall be fined the sum of \$100, will be deemed financially irresponsible and will be considered for expulsion by the Board of Directors at its next monthly meeting.

5.4.6 Any Member giving or endorsing a check to the Club which is not paid on presentation (i.e., an insufficient funds check or a closed account check) will pay to the Club all charges paid or incurred by the Club as a result thereof plus a fee established by the Board. The foregoing insufficient funds fee payable to the Club may be changed from time to time by the Board of Directors. If such dishonored check is not replaced prior to 4:30 p.m. on the 20th day of a month, then such Member shall be charged a late fee as provided above. To the extent a Member requests that such Member's check be redeposited (after such check has been returned to the Club unpaid) and such check is not paid by such Member's bank until after the 20th day of the current month, then the late fee provided above shall be assessed to such Member.

5.4.7 Any Member who, at any time within a 24-month period, gives or endorses checks on two (2) separate occasions which are not paid on presentation, will be required for the immediately succeeding 12-months to pay all amounts due and owing to the Club by certified funds (either by cash, money order or certified check). Failure of any such Member to pay by certified funds shall constitute a default in payment and shall subject such Member to the remedies set forth above.

5.4.8 Any Member who frequently or habitually gives checks to the Club which are returned unpaid will, in the discretion of the Board, have his or her credit at the Club suspended and may be deemed "financially irresponsible" and thus subject to further suspension or expulsion from the Club, as determined by the Board of Directors.

5.5 *Club Facilities Unavailable.* If any of the Club facilities are unavailable for Membership use due to fire, casualty, maintenance, construction of new facilities or other similar occurrence, the Membership will continue to be liable for the payment of all dues.

5.6 *Provisions Relating to Payment of Assessments.* With respect to any Operating Assessments or Capital Assessments levied by the Club, such Operating Assessments or Capital Assessments shall be due and payable on the dates specified for the payment of the same by the Board of Directors. At such time as any Operating Assessments or Capital Assessments are levied, the Board of Directors may adopt specific default provisions which may include suspension of Membership privileges and forfeiture of Membership rights (including all equity and redemption rights).

5.7 *Life Members Exempt from Dues and Assessments.* Notwithstanding anything provided in these Bylaws to the contrary, Life Members shall not pay dues or assessments of any nature (including, without limitation, Operating Assessments and Capital Assessments).

5.8 *Liability of Members for Costs of Litigation.* In the event the Club is the prevailing party in any lawsuit or litigation matter which is brought either by the Club against any Member or by any Member against the Club, then all costs and expenses paid or incurred by the Club in such litigation matter, including, without limitation, all attorneys' fees and expenses (collectively, the "Club Costs"), shall be paid to the Club by such non-prevailing member (the "Non-Prevailing Member") on demand. Furthermore, each Non-Prevailing Member shall indemnify and hold the Club harmless from and against all Club Costs incurred by the Club in any lawsuit or litigation matter which is brought either by the Club against such Non-Prevailing Member or by such Non-Prevailing Member against the Club. All Club Costs shall be billed by the Club to the applicable Non-Prevailing Member, all Club Costs shall constitute other charges which are due and payable on demand by such Non-Prevailing Member, the provisions of Section 5.4 of the Bylaws shall be applicable to the payment of such Club Costs and, if such Club Costs are not timely paid by such Non-Prevailing Member, such Non-Prevailing Member shall be subject to the fees and other remedies provided in Articles 4 and 5 of the Bylaws.

ARTICLE 6.

Government and General Management

6.1 *Board of Directors.* The government and administration of the affairs and the property of the Club will be vested in a Board of Directors. The number of Directors shall initially be nine (9) and shall be determined from time to time by the Equity Members, but in no event shall the number be less than eight (8) nor more than fifteen (15). All Board Members must be Equity Members of the Club in good standing.

The Board of Directors shall consist of the Chairman of the Board, the President, the President Elect, and six (6) other Elected Board Members of the Club, elected by the Equity Members as set out in this Article 6. The terms shall be staggered with two (2) Elected Board Members elected annually to a three (3) year term.

The Board of Directors at each annual meeting will elect , to serve for the term of one (1) year and until their successors will be elected, a Treasurer and a Secretary, and such other officers as the Board of Directors from time to time determines appropriate. The Board of Directors shall meet at least once each calendar quarter at such times and places as the Board may designate. It shall also meet at the call of the President. The President shall call a meeting of the Board of Directors upon the written request of a majority in number of the Board of Directors. The decisions of the Board of Directors shall be final in all matters, (unless otherwise provided in the Bylaws or Articles of Incorporation ("Articles") of the Club). At each regular meeting of the Board of Directors, the Board shall designate the date, time and location of the next regular Board meeting. The Board shall have general control over all Officers and Committees and shall have full power and authority to do any and all things that are proper to be done by the Club, except as otherwise provided herein or in the Articles.

6.1.1 *Duties and Powers of the Board.* The Board of Directors shall have and exercise all corporate power of The Club, and shall manage all of the business and financial affairs of the Club, including but not limited to the duty and power, to:

6.1.1.1 Elect the officers of the Club other than the Chairman, the President and the President-Elect, each of whom shall be elected by the Equity Members of the Club pursuant to the provisions of 6.25 below;

6.1.1.2 Appoint committees and assign duties;

6.1.1.3 Fill all Elected Board Member vacancies on the Board of Directors due to death, resignation, inability to perform duties or otherwise for the duration of the unexpired term of said Elected Board Member and until the next election of Elected Board Members for that term by the Members;

6.1.1.4 Appoint a general manager, managers and other employees and delegate such authority as is considered necessary for the proper operation and management of the Club;

6.1.1.5 Adopt, alter, amend or repeal the General Club Rules and other rules and regulations governing use of the Club and all its facilities by Members and their guests;

6.1.1.6 Fix the purchase price for, and terms for payment of, any Membership, which purchase price may be changed at any time and from time to time;

6.1.1.7 Determine the amount of dues, fees and other charges;

6.1.1.8 Have the power, but not the duty, to replace any Elected Board Members who fail to attend at least three (3) consecutive regular Board meetings in any one (1) Fiscal Year; and

6.1.1.9 Subject to the provisions of Section 6.24, have the power to expend funds to the extent available from any source; to make contracts, borrow money and incur indebtedness for the purposes of the Club; and, to cause promissory notes, bonds, mortgages or other evidences of indebtedness to be executed and issued.

6.1.2 Issuance of Memberships. The Board of Directors will have sole authority to issue, cancel and reissue Memberships and will have a Membership Acknowledgment prepared in form and content consistent with the provisions of the Articles and these Bylaws of the Club.

6.1.3 Compensation. Directors may not receive any salary or other compensation for serving as Directors, but are entitled to reimbursement for any and all expenses reasonably incurred in performing any duties pursuant to these Bylaws of the Club, as determined from time to time by the Board of Directors.

6.1.4 Interpretation of Bylaws. The Board of Directors will have the corporate power to generally do everything permitted for corporations by law, statute, the Articles of Incorporation and these Bylaws, and to determine the interpretation or construction of these Bylaws, or any parts hereof, which may be in conflict or of doubtful meaning, and their decision

will be final and conclusive, so long as consistent with applicable law.

6.1.5 Rules and Quorum. The Board of Directors may adopt such rules and regulations for the conduct of their meetings and the general management of the Club as they deem proper. All meetings of the Board of Directors shall be closed unless otherwise determined by the Board of Directors. A quorum for the conduct of any business is a majority of the Board members; provided, however, that if a quorum is present when a meeting of the Board is convened but thereafter any number of Directors leave the meeting or withdraw from the meeting so that less than a quorum exists, then such meeting shall be suspended until such time as a quorum is present.

6.1.6 Consent in Lieu of Meeting and Telephonic Meetings. Any action that may be taken at a meeting of the Board of Directors may be taken without a meeting if written consent setting forth the action is signed by all Board members and is filed with the Secretary. Such consent shall have the same effect as a unanimous vote at a meeting of the Board of Directors. Members of the Board of Directors may participate in any meeting by means of a conference telephone or similar communications equipment. All persons participating in the meeting must be able to hear each other at the same time. Participation by such means shall constitute presence in person at the meeting.

6.1.7 Dissent. Any Board member present at a meeting of the Board of Directors shall be presumed to have assented to any action taken at such meeting unless his or her dissent is entered in the minutes of the meeting or unless he or she files his written dissent to such action with the person acting as Secretary of the meeting at the meeting or immediately after the adjournment thereof. Such right to dissent shall not be available to a Board Member who voted in favor of such action

6.1.8 Voting Percentages. A majority of all of the members of the Board of Directors present at a meeting must vote to approve any motion, unless specifically set forth below as requiring the approval of fifty-one percent (51%) of all of the members of the Board of Directors. The following must be approved by the vote of at least fifty-one percent (51%) of all of the members of the Board of Directors:

6.1.8.1 Changes to the Club's Articles of Incorporation, these Bylaws or General Club Rules; provided, however, that any change to the Articles of Incorporation or these Bylaws of the Club which is materially adverse to or limits the rights of the Equity Members, as determined by the Board of Directors, in its sole discretion, must also be approved by fifty-one percent (51%) of the Equity Members (subject to the provisions of Section 7.5 below);

6.1.8.2 The Club's operating budget;

6.1.8.3 The removal or hiring of the Club's general manager, the golf director, head professionals, other sports professionals and the golf course superintendent;

6.1.8.4 The selection of the Club's accountants and Club's legal counsel;

6.1.8.5 The adoption, modification or termination of any contracts extending beyond three (3) years;

6.1.8.6 Any Capital Improvement;

6.1.8.7 Any Capital Assessment;

6.1.8.8 A decrease in the purchase price of a Regular or Life Membership;

6.1.8.9 The waiver of, or reduction in, any dues requirement;

6.1.8.10 The approval by the Club of nominees for Membership;

6.1.8.11 The granting of any annual or short term, non-voting Membership or use privilege.

6.1.8.12 The overturning of the suspension of a Member.

6.1.9 *Annual Board Meeting.* Immediately after each Annual Meeting of the Members of the Club, an organizational meeting of the new Board of Directors shall be called to elect from that body a Secretary and Treasurer to serve for a term of one (1) year. The officers and Board members shall take office on January 1, provided, however, if the Annual Meeting has not been held prior to January 1, they shall take office on the first day following their election. The Board may elect from among its own members or may designate the General Manager to serve as Assistant Secretary or Assistant Treasurer or both, the term to be either one year or in the case of the General Manager until his successor is elected or the General Manager ceases to serve as General Manager.

6.2 *Chairman of the Board.* The Chairman of the Board shall be elected in accordance with the terms and provisions of 6.21 below.

6.3 *President.* The President of the Club shall be elected in accordance with the terms and provisions of 6.21 below. It shall be the duty of the President to preside at all meetings of the Board of Directors and the Club Membership. He or she shall perform such other duties as ordinarily pertain to this office. He or she shall, with the Secretary, sign all obligations, contracts, deeds, mortgages, promissory notes and other instruments, unless otherwise provided by the Board of Directors. The President, with the approval of the Board, shall designate from among the members of the Board, Chairmen for the various committees authorized by the Board. If the Board authorizes an Executive Committee, its membership shall be appointed by the President from Board membership and the appointments shall be approved by the Board.

6.4 *President-Elect/Vice-President.* In the absence of the President or in case of his inability to serve or disqualification, his or her duties shall be assumed and performed by the President-Elect, or, if no President-Elect exists, then any of the Vice-President(s), in the order determined by the Board of Directors or, if no such determination is made, in the order of tenure. Upon the resignation of the President, or the vacating of his or her office for any reason, the

President-Elect shall fill his or her office for the unexpired term.

6.5 *Secretary.* The Secretary shall keep the minutes of all meetings of the Club and of the Board of Directors and shall perform like duties for the standing Committees when so required. He or she shall give or cause to be given, notice of all meetings of the Members, and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President.

6.6 *Treasurer.* The Treasurer shall have the custody of all funds and securities of the Club, and shall deposit all funds in such banks and depositories as the Directors may select.

6.7 *General Manager.* The General Manager shall manage the affairs, direct the work and employees of the Club, subject to, and in accordance with the direction of the Board of Directors. The President will exercise supervisory authority over the General Manager. The General Manager shall prepare budgets of expenses for approval of the designated committee, and shall be authorized to incur expenses in accordance with the approved budgets, or as directed by the Board. He or she (or if the General Manager is a corporate or other entity, its designated representative) shall, if requested by the Board of Directors, attend all meetings of the Board and shall, if requested by the Board of Directors, be an ex officio member of all committees. The General Manager shall make reports of work and affairs of the Club to the President, Board of Directors and Membership meetings, as requested by the President.

6.8 *Club Trustees.* Club Trustees shall consist of the five (5) immediate Past Presidents of the Club who are not serving on the Board of Directors and who are Equity Members in good standing with respect to the Club. In the event of one or more vacancies in the Club Trustees due to that person no longer being an Equity Member in good standing or declining to serve, then that vacancy or vacancies shall be filled by the next immediate Past President or Past Presidents. Notwithstanding anything to the contrary contained in these Bylaws, the Trustees shall have the authority to approve, by a vote of the majority of three of the five Trustees, the following actions with respect to the Club and prior to said items being submitted to the Club Membership, if required:

6.8.1 The placement of a mortgage on the real property of the Club.

6.8.2 An Amendment to the Articles of Incorporation of the Club.

6.8.3 All capital projects in excess of \$100,000.

6.8.4 The approval of all Operating Assessments and Capital Assessments as set forth in Article V.

6.8.5 All borrowings, loans or notes in excess of \$100,000, other than leases of equipment in the ordinary course of business of the Club.

6.8.6 All changes in the membership structure, dues, price of membership, categories of membership or other changes in the general membership plan of the Club.

6.8.7 Hiring or firing of the General Manager of the Club.

6.9 *Other Officers.* The Board of Directors may appoint additional officers and assign their duties.

6.10 *Duties of Officers.* The duties of any officer of the Club may be delegated by the Board of Directors to any of the other officers of the Club, the General Manager or the Director of Golf.

6.11 *Removal From Office and Vacancies.* Any officer appointed by the Board of Directors may be removed from office, with or without cause, by a majority vote of the members of the Board of Directors. In the case of a vacancy in the office of Vice President, Secretary, Treasurer, or an Elected Board Member, the Board shall fill such vacancy by appointment.

The appointment of an Elected Board Member shall be for the period of time remaining until the next Annual Meeting of the Club, at which time any Elected Board Member vacancy for which an unexpired term remains shall be filled by election. If any Elected Member of the Board of Directors is absent from three consecutive regular Board meetings, the Board may remove him and declare a vacancy.

6.12 *Committees.* The standing Committees of the Club may include but are not limited to the following: Legal and Bylaws, Finance, House and Entertainment, Building and Grounds, Golf, Membership, and Swim, Tennis and Fitness. The Chairmen of the standing Committees shall be appointed by the President. The members of all standing Committees shall be selected by the respective Committee Chairmen and be approved by the Board of Directors. The Board of Directors shall have the authority to establish such other Committees and Sub-Committees and name the members thereof from time to time as they deem necessary and shall have the authority to define the duties of all committees. The committees shall act solely in an advisory capacity to the Board of Directors and shall have no independent authority.

6.12.1 The Membership Committee will investigate all nominations for Membership and will report thereon to the Board of Directors with its recommendation as to whether or not to act favorably upon each application.

6.12.2 The Finance Committee will in general monitor all matters pertaining to the Club's finances including, but not limited to, the placing of insurance, the filing of tax returns, the payment of taxes, the preparation of the annual operating and capital budgets, the preparation of the current reports for the Board of Directors on the Club's financial condition and the issuance to voting Members of a condensed quarterly operating statement. The Finance Committee will have the power, with the approval of the Board of Directors, to direct the General Manager to employ, at the expense of the Club, such administrative and clerical aid and assistance as may be necessary to handle the accounts. The account books and vouchers will at all times be open to the inspection of any Member of the Board of Directors.

6.12.3 The House and Entertainment Committee will advise the Board of

Directors on matters concerning the operations of the Clubhouses and the equipment, furnishings and property therein, specifically including without limitation utilities, building maintenance and repairs. The Committee will advise on all food and beverage operations. The Committee will further advise on proposed entertainment for Members of the Club.

6.12.4 The Golf Committee will advise the Board of Directors on matters concerning the golf operation and the promulgation of playing rules for Members and their guests, the programming of golfing events for Members and their guests and the maintenance of Members handicaps. United States Golf Association rules and regulations will govern all golf play except where superseded by local rules. *(Amended January 21, 2014)*

6.12.5 The Buildings and Grounds Committee will advise the Board of Directors on matters concerning the golf course operation and the maintenance of the golf courses, roads, facilities and equipment used in connection therewith. The Buildings and Grounds Committee will also advise the Board of Directors on matters concerning the maintenance and repair of the buildings, both exterior and interior, the supervision of all building construction and the maintenance, repair and supervision of all water and electrical lines and the facilities and equipment used in connection therewith, except those directly related to and concerning the maintenance or repair of the golf course and Clubhouses. The trees, lawn, garden and shrubbery area of the Club grounds and the maintenance, repair and construction of wells, water tanks, pumps, fences and parking lots will also come under the jurisdiction of the Buildings and Grounds Committee. *(Amended January 21, 2014)*

6.12.6 The Swim, Tennis and Fitness Committee will advise the Board of Directors on matters concerning the swim, tennis and fitness operation, the promulgation of tennis, fitness and pool rules for Members and their guests and the programming of tennis, fitness and pool events for Members and their guests. The Committee will advise the Board of Directors on the condition of, and make recommendations concerning, the tennis courts, fitness facility, swimming pool(s) and related equipment and facilities. *(Amended January 21, 2014)*

6.12.7 The Legal and Bylaws Committee will advise the Board of Directors with respect to the publication and interpretation of the General Club Rules and Bylaws of the Club and, generally, with all matters of a legal nature pertaining to the Club.

6.12.8 Each Committee of the Club shall act only as a committee, and the individual members thereof will have no power or authority. The Chairman of each Committee may appoint from the members of such Committee such sub-committees as the Chairman deems desirable. Such sub-committees will report directly to the Committee as a whole, which will approve, amend or disapprove the report of the sub-committee. Committees will act by the vote of the majority of the committee members.

6.12.9 The Board of Directors may appoint a Member Advisory Board from among the Equity Members. The function of the Member Advisory Board shall be as the Board of Directors determines.

6.13 *Bond.* The Board of Directors may require that any one or more officers, members

of the Board of Directors or other Club employees be bonded in amounts determined by the Board. The cost thereof shall be paid by the Club.

6.14 *Nominating Committee.* The Board of Directors will appoint a Nominating Committee consisting of at least five (5) Equity Members of the Club. Members of the Nominating Committee will serve for a term of one (1) year or until their successors are appointed and qualified. Unless specifically requested by a majority of the Board of Directors, the Nominating Committee will not nominate candidates to fill any vacancies occurring by reason of death, resignation or otherwise, for an unexpired term of less than one (1) year.

6.15 *Annual Member Meeting.* An Annual Meeting of the Members of the Club will be held for the purposes of receiving reports of officers and others, to elect Elected Board Members of the Board of Directors and for such other business as may be properly brought before the meeting. The Annual Meeting of the Club Members shall be held during the month of November of each calendar year at a time and place designated in the notice of such meeting. Each annual meeting will be held at such time and place at the Club facilities or elsewhere as the Board of Directors may designate. Fifteen percent (15%) of the Members entitled to vote and in attendance, in person or by proxy, shall constitute a quorum, except for meetings where Member assessments are at issue. For these meetings, thirty percent (30%) of the voting Members in attendance, in person or by proxy, will constitute a quorum. A majority vote of the Equity Members entitled to vote and present at a meeting, in person, or by proxy, shall decide all questions considered, unless otherwise provided in the Articles or in these Bylaws. If a quorum is present, the affirmative vote of the majority of the Equity Members represented at the meeting and entitled to vote on the subject matter shall be the act of the Club, except as otherwise provided by law, by the Articles or Bylaws of the Club. All Members are entitled to attend but only eligible voting Members may vote at annual or special Member meetings.

6.16 *Special Member Voting Percentage Requirements.* The following items will require the vote of the Members (as determined by the provisions of Section 7.5) entitled to vote:

6.16.1 the placement of a Mortgage on the real property of the Club;

6.16.2 an amendment to the Articles of Incorporation of the Club, subject to the provisions of Section 6.8;

6.16.3 the approval of a Capital or Operating Assessment as set forth in Article 5 hereof;

6.17 *Special Member Meetings.* Special meetings of Equity Members may be called by the Board of Directors upon giving at least ten (10) but not more than fifty (50) days, written notice to the Members, which notice shall specify the purpose of the meeting. Further, the Board of Directors shall call a Special Meeting of the Equity Membership upon written request of at least thirty percent (30%) of the Equity Members and no business other than for the stated purpose may be transacted at the meeting.

6.18 *Notices.* Unless otherwise provided herein, written notice of every meeting of the

Club Membership shall be delivered to all Equity Members and written notice of every meeting of the Board of Directors shall be delivered to each Board member, each notice stating the place, day and hour of the meeting, and, if a special meeting, the purposes thereof, and delivered by being deposited in the United States Mail addressed to each Equity Member or Board member, as applicable, at the address shown by the records of the Club, with postage prepaid, not less than three (3) days (for Board of Directors meetings) or ten (10) days (for Club Members meetings), nor more than fifty (50) days, before such meeting. Notice of any Members meeting will be posted on the official bulletin board at the Clubhouses on the date of its mailing to the Members. Notice of a Board meeting may be by telephone or by email or letter to the address furnished by the Member. An Equity Member, either before or after a meeting, may waive notice of any Member meeting, and such waiver shall be deemed the equivalent of giving notice. Attendance in person by a Director or Equity Member at a Board or Members meeting, respectively, shall constitute waiver of notice of the meeting, unless he or she attends for the express purpose of objecting to the notice.

6.19 *Proxies and Absentee Ballots.* At any meeting of the Club, Equity Members having the right to vote shall be entitled to vote in person or by proxy; provided, however, the proxy designated must be another voting Member of the Club. The Board of Directors will determine the form and procedure for the test of proxies. A Member shall not be entitled to vote more than one proxy on behalf of another voting Member. Voting Members in good standing who are not able to attend an annual or special meeting of the Membership shall be afforded an opportunity to vote on matters to be taken up at such meeting by absentee ballot. The notice of the annual or special meeting shall specify the place and times absentee ballots shall be available. No absentee ballot may be cast for electing Elected Board Members until the time has expired for the filing of petitions pursuant to Section 6.20.1 of these Bylaws. The Secretary or General Manager of the Club shall be responsible for safeguarding absentee ballots cast until the meeting and shall be responsible for delivering any such ballots to the appropriate official at the meeting. An absentee ballot may be cast only by a voting Member in good standing or his or her duly appointed proxy; provided, however, the proxy designated must be another voting Member of the Club and Members other than the Club's Secretary or Assistant Secretary may not vote more than one absentee ballot.

6.20 *Nomination and Election of Board Members.*

The Nominating Committee will recommend, at least forty (40) days prior to the Members annual meeting, the names of two (2) Equity Members of the Club selected by a majority vote of the Nominating Committee to be submitted to the Equity Members of the Club at their annual meeting to fill each vacancy for Elected Board Members whose terms have expired or have otherwise become vacant and subject to election pursuant to these Bylaws. on the Board of Directors

6.20.1 Ten percent (10%) or more of the total number of Equity Members of the Club entitled to vote who are not on the Nominating Committee or the Board of Directors may also nominate candidates for the Board of Directors by petition signed by them and filed with the Secretary at least thirty (30) days prior to the Members' annual meeting. The names of any such nominees, after having been certified by the Secretary or any other officer that they are qualified

for election and have been nominated in accordance with the provisions of these Bylaws, will be posted on the official bulletin board(s) of the Club without distinction as to the method of nomination and will be included on any proxy mailing to the Equity Members of the Club.

6.20.2 Elections.

6.20.2.1 There will be no cumulative voting and no preemptive rights.

6.20.2.2 Not less than ten (10) days before the date of the election, ballot and nominee information shall be sent to each voting member by email and mail. The email and postal address of record for the voting member shall be used to send ballot and nominee information. For online voting, each voting member will use his or her login information to the Club website to vote for nominees on the online ballot. Members who wish to vote by paper ballot may obtain a ballot from the Communications Director during normal Club business hours. Each voting member shall be entitled to cast one ballot. In the event of duplicate votes by paper and electronic ballot, the electronic ballot shall be nullified. Paper ballots must be received by 12:00 noon on the day of the annual meeting. *(Amended October 22, 2014)*

6.20.2.3 Upon counting the ballots, the Club's secretary or his delegee shall certify that the two nominees receiving the most votes for the Board positions shall be elected to serve three year terms without the necessity for a run-off election. If the ballot contains nominees for election to an unexpired term due to a vacancy on the Board, then the nominee receiving the next highest vote total shall be elected to fill that unexpired term on the Board of Directors, without the necessity for a run-off election.

6.20.2.4 The Board of Directors or such persons as they may appoint shall supervise the election, decide on questions as to eligibility of the Members to vote, pass upon the validity of the ballots, and certify to the Membership at the annual meeting the person(s) elected.

6.20.5 Any Elected Board Member vacancies for which an unexpired term of more than one year remains shall be filled by election by a majority vote of Equity Members at the next annual meeting of the Members.

6.20.6 An Elected Board Member may serve two (2) three-year terms, but shall not be eligible for election, re-election or appointment as a Board Member or as President of the Club until after the expiration of one (1) year from the termination of any such two (2) consecutive three-year terms.

6.20.7 Anything in the foregoing subsections to the contrary notwithstanding, no person shall be eligible to serve as an Elected Board Member for more than six (6) successive years.

6.20.8 Removal/Replacement of Board Members. Elected Board Members may be removed with or without cause by a seventy-five percent (75%) vote of all of the remaining Members of the Board Directors (not including the Director whose removal is proposed). All

Elected Board Members vacancies with over one year term remaining, shall be filled by a majority vote of the remaining Board Members until the next Member Annual Meeting.

6.21 *Nomination and Election of Chairman, President and President-Elect.* The Equity Members of the Club shall each year elect a President-Elect of the Club at the annual meeting of the Equity Members in accordance with the following terms and provisions:

6.21.1 The Nominating Committee of the Club shall nominate two (2) Equity Members as candidates to be the President-Elect of the Club. Ballots containing the names of such candidates shall be mailed and emailed to all Equity Members of the Club entitled to vote thereon at the annual Member meeting. The election shall be conducted as set out in Section 6.20.2. The candidate receiving the greatest number of votes in such election shall become the President-Elect of the Club effective as of January 1 of the year immediately succeeding his or her election and shall serve in such capacity for a term of one (1) calendar year, at which time such President-Elect shall automatically, without further vote of the Equity Members, succeed to and become the President of the Club. The President shall serve in such capacity for a term of one (1) calendar year, at which time such President shall automatically, without further vote of the Equity Members, succeed to and become Chairman of the Board. All voting for candidates for President-Elect of the Club shall be in accordance with the provisions of Section 6.20 of the Bylaws. *(Amended October 22, 2014)*

6.21.2 Any nominees for President-Elect of the Club must be either a Charter, Regular or Life Member of the Club.

6.21.3 The term of office for any person elected as President-Elect of the Club shall be for one (1) year. Any person elected as President-Elect of the Club shall automatically become the next President of the Club for the entire calendar year next succeeding his or her term as President-Elect of the Club. The President of the Club shall automatically become the next Chairman of the Board for the entire calendar year next succeeding his or her term as President of the Club.

6.21.4 The Chairman, President, and President-Elect shall serve as members of the Board of Directors, but shall not be deemed Elected Board Members. If the person elected as President-Elect of the Club, at the time of his or her election, is a current member of the Board of Directors, then such person shall resign as an Elected Board Member (but shall continue to be a member of the Board of Directors by virtue of the fact that he or she is the President-Elect of the Club). To the extent any Elected Board Member is required to resign as a result of such person becoming the President-Elect of the Club, then his or her successor shall be elected at the annual meeting of the Members to be held in the year immediately prior to such person becoming the President-Elect of the Club.

6.21.5 To the extent the Chairman of the Board dies, resigns or is otherwise unable to serve his or her entire one (1) year term, then the President, shall, in addition to acting as President of the Club shall assume the duties of Chairman of the Board.

6.21.6 To the extent the President of the Club dies, resigns or is otherwise unable

to serve his or her entire one (1) year term, then the President-Elect shall succeed to the office of President of the Club and shall serve as President of the Club for (a) the remainder of the term of the President who died, resigned or is otherwise unable to serve his or her entire term and (b) the one (1) calendar year term which such President-Elect would otherwise serve as President of the Club.

6.21.7 Any vacancy in the office of the President-Elect of the Club occurring by reason of death, resignation or otherwise shall be filled by the vote of the Equity Membership of the Club either at the next annual meeting of the Members or at any special meeting of the Members called by the Board of Directors of the Club.

6.21.8 The Chairman of the Board shall, following his or her tenure as President, become the chairman of the Club's Nominating Committee.

6.22 *Indemnification.* The Club's Articles of Incorporation provide for indemnification and advancement of expenses under certain circumstances provided for therein.

6.23 *Fiscal Year.* The fiscal year of the Club shall be the calendar year.

ARTICLE 7. Miscellaneous

7.1 *Seal and Emblem.* The seal of the Club will be circular in form and will bear the words "Greystone Golf Club, Inc.," and "Seal-1990 Corporation-Alabama." The Corporate Seal will be in the possession of and it (or a facsimile thereof) affixed by the Secretary or Assistant Secretary to documents relating to the official acts of the Club, as authorized by the Board of Directors; provided, however, that the use of the seal of the Club on any contract or agreement shall not be required to evidence the validity, authenticity or approval of any such contract or agreement by the Board of Directors or Members of the Club.

The emblem of the Club will be of a style and design to be approved by the Board of Directors.

7.2 *Gender and Number.* All pronouns in these Bylaws shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons referred to may require.

7.3 *Force Majeure.* If the operation of the Club facilities is prevented in whole or in part by any law, rule, regulation, order or other action adopted or taken by any federal, state or local governmental authority or by any acts of God, fire or other casualty, floods, storms, explosions, accidents, epidemics, war, civil disorders, strikes or other labor difficulties, shortages or failure of supply of materials, labor, fuel, power, equipment, supplies or transportation, or by any other cause not reasonably within the Club's control, whether or not specifically mentioned herein, the Club, will be excused, discharged and released of performance to the extent such performance or obligation is so limited or prevented by such occurrence without liability of any kind.

7.4 *Dealing with Interested Parties*

The fact that a shareholder, affiliate, partner, Member, Director, employee or agent of, or person or entity holding a legal or beneficial interest in, the Club is directly or indirectly interested in, owned, employed or connected with, any person, firm, corporation or other entity employed by the Club to render or perform a service, or from which the Club may buy merchandise, material, services or other property, will not prohibit the Club from employing such person, firm, corporation or other entity, from purchasing merchandise, materials, services or other property therefrom or from otherwise dealing with him or it, so long as under reasonable terms and conditions such as would be reflected in an arm's length transaction.

7.5 *Special Voting Rights.* Notwithstanding anything provided to the contrary in these Bylaws, any matter required or permitted by these Bylaws to be approved by the voting Members of the Club, including, without limitation, any vote to approve any Capital Assessment or any Operating Assessment (collectively "Assessments"), electing members of the Board of Directors and the President or President-Elect of the Club, any other amendments to the Bylaws, Articles or any of the other Plan Documents or the taking of any other action by the Members, may, in the sole discretion of the Board of Directors, be submitted to the Members of the Club entitled to vote thereon for approval by either written consent or ballot vote, without any requirement that either an annual or special meeting of the Members be held, subject to the following terms and conditions:

7.5.1 If the matter to be submitted to the Members of the Club for approval involves any Assessments, then only the Charter and Regular Members of the Club shall be entitled to vote on such Assessments and any such Assessments shall be deemed approved only if (i) at least fifty percent (50%) of all Equity Members in good standing entitled to vote thereon cast ballots with respect to such proposal (regardless whether such ballots are cast in favor of or against such Assessments) and (ii) at least fifty-one percent (51%) of all votes cast approve such proposal for Assessments; or

7.5.2 With respect to all other matters to be submitted to the Members of the Club for approval, any such matters shall be deemed approved only if (i) at least thirty percent (30%) of all Equity Members in good standing entitled to vote thereon cast ballots with respect to such proposal (regardless whether such ballots are cast in favor of or against such proposal) and (ii) at least fifty-one percent (51%) of all votes cast approve such proposal.

The terms and provisions of this Section 7.5 supersede any inconsistent provisions contained in the Bylaws.

ARTICLE 8. Amendments

8.1 *By Members.* These Bylaws or the Articles of the Club may be altered, amended or repealed or new Bylaws or Articles of Incorporation may be adopted, only by: (a) a vote of a majority of all of the Members of the Board of Directors, and (b) a majority of the votes cast by

the Members of the Club entitled to vote, in person or by proxy, at any duly called and constituted annual or special meeting of the Members of the Club at which a quorum of the voting Members is present or as provided in Section 7.5 above. A proposed amendment must be set forth in the notice of the meeting.

8.2 *By Board of Directors.* In addition to the amendments authorized by Section 8.1, the Bylaws or Articles of Incorporation may be altered or amended at any time by the Board of Directors, at any regular or special meeting of the Board of Directors, provided that the amendment or alteration will be set forth in the notice of the meeting at which the matter is to be acted upon and provided that a majority of all of the Members of the Board approve such amendment or alteration. Any change to these Bylaws or the Articles of Incorporation of the Club, which is materially adverse to or limits the rights of the Equity Members must also be approved by a majority of the Equity Members pursuant to the provisions of Section 7.5 above.

ARTICLE 9. Dissolution and Liquidation

9.1 *Dissolution.* A sale or disposition of substantially all the property and assets of the Club or the dissolution of the Club shall require the affirmative vote of two-thirds (2/3) of both the full Board of Directors and the Equity Members.

9.2 *Liquidation.* Upon dissolution of the Club and following satisfaction or discharge of all Club liabilities and obligations, the remaining assets shall be distributed pro rata, based on the actual purchase price paid for such Memberships, to and among all Equity Members in good standing and existing on the effective date that the Members vote to dissolve the Club or vote to sell substantially all the assets and property of the Club (“Dissolution Date”).

ARTICLE 10. Definitions

For purposes of these Bylaws, words and terms used in these Bylaws shall have the meaning ascribed to them herein.

ARTICLE 11. Conflict of Interest

No contract or other transaction between the Club and one or more of the Directors of the Club or any other corporation, firm, association or other entity in which any of the Directors of the Club are directors or officers or are financially interested, shall be either void or voidable because of such relationship or interest. The Club may enter into, be a party to and otherwise transact business with any Director of the Club and any corporation, firm, association or other entity in which any Director of the Club is a director or officer, is financially interested in or may be pecuniarily or otherwise interested in, provided that such relationship or interest in such contract or transaction shall be disclosed or otherwise known to the Board of Directors of the Club at the meeting of the Board of Directors of the Club which authorizes, approves or ratifies such contract or transaction and, if such fact shall be disclosed or known, any Director so related

or interested may be counted in determining a quorum at such meeting and may vote on such matter or action with the same force and effect as if he were not so related or interested. Any Director of the Club may vote on any contract or other transaction between the Club and any affiliated corporation, firm, association or other entity, without regard to the fact that he is also a director of such entity.

ARTICLE 12.

Reserved for Future Use

ARTICLE 13.
Other Redemption Privileges and Rights

13.1 *Definitions.* As used in this Article 13, the following terms shall have the following meanings, which meanings shall be applicable to both the singular and plural forms and tenses of such words:

13.1.1 “Defaulting Installment Member” shall mean any Installment Member Membership and at any time thereafter fails to pay when due all installments of the Membership fee due with respect to his or her Membership.

13.1.2 “Deceased/Relocation Redemption List” shall mean that certain list or schedule maintained by the Club of any Existing Equity Member who incurred a Special Redemption Event and has requested (or their respective surviving spouse or estate has requested) in writing to be placed on such list prior to October 1, 2012, for the purpose of Redemption of such Membership pursuant to these Bylaws.

13.1.3 “Existing Equity Member” shall mean any Equity Member of the Club (including any Installment Member) who was an Equity Member of the Club prior to October 1, 2012.

13.1.4 “Existing Member Special Redemption List” means that certain list or schedule maintained by the Club of Existing Equity Members who by written notice to the Club, requested to be added to such list prior to October 1, 2012 for the purpose of Redemption of their Memberships pursuant to the terms and provisions of these Bylaws.

13.1.5 “Installment Member” shall mean any Equity Member of the Club who has elected to pay his or her Membership fees in the Club in installments based on an installment plan adopted by the Board of Directors of the Club.

13.1.6 “Redemption” shall mean the repurchase of the membership of an Existing Equity Member at its current Fair Market Value pursuant to Section 3.2 and Article 13 of the Bylaws.

13.1.7 “Redemption List” shall mean that certain list or schedule maintained by the Club of Existing Equity Members who have requested (or their respective surviving spouse or estate has requested) in writing to be placed on such Redemption List for the purpose of Redemption of such Membership pursuant to these Bylaws on or after October 1, 2012.

13.1.8 “Special Redemption Event” means the death or the Transfer of any Existing Equity Member.

13.2 *Redemption Privileges.* Notwithstanding anything provided to the contrary in these Bylaws, only those Existing Equity Members of the Club prior to October 1, 2012 are entitled to exercise the right of Redemption set out in this Article 13 hereof. Effective October 1, 2012, the Club ceased selling Equity Memberships with any Redemption rights.

13.3 *Redemption List.* Effective October 1, 2012, there is hereby established a Redemption List which shall initially be the result of combining the Deceased/Relocation Redemption List and the Existing Member Special Redemption List as maintained by the Club prior to October 1, 2012. Effective as of October 1, 2012 the Club will have only one Redemption List with the former Members on the Deceased/Relocation Redemption List having priority over the former Members on the Existing Member Special Redemption List.

13.3.1 Only Existing Equity Members shall have a right to be placed on the Redemption List after October 1, 2012.

13.3.2 Priority on the Redemption List will be determined on the basis of the receipt by the Club of written notice from any Existing Equity Member or his or her spouse or estate requesting that such Existing Equity Member's Membership be placed on the Redemption List. All Existing Equity Memberships on the Redemption List shall, subject to any rules, regulations and policies adopted from time to time by the Board of Directors, continue to be obligated to pay all dues, assessments (including, specifically, Capital Assessments) and all other charges payable from time to time to the Club. Notwithstanding anything provided herein to the contrary, any person who became an Existing Equity Member of the Club at any time after October 16, 2001 may not be placed on the Redemption List until such Existing Equity Member has been an Equity Member of the Club for at least five (5) full years.

13.3.3 In addition to the rights set out in this Article 13, the heir of a deceased Equity Member who does not chose to remain an Active Member and who has not elected to go on the Redemption List pursuant to this Article 13, may elect immediate Redemption of the Existing Member's Membership at a price as may be determined by the Board of Directors in its discretion.

13.3.4 The Board of Directors shall have the right to modify, amend, terminate and alter the terms and conditions of any Redemption from the Redemption List and to adopt new redemption lists and priorities for Redemptions of any Existing Equity Memberships in the Club. Subject to the foregoing, the Board of Directors may, at any time, adopt an "intent to redeem" or other forms of Redemption Lists on such terms and conditions as the Board of Directors may determine.

13.4 *Giftng Privileges.* An Existing Equity Member, whether or not such Member is on the Redemption List and with the approval of the Board, may make a gift of an Associate Membership to a family member or other person pursuant to terms and conditions adopted by the Board providing for said gift. If the gift is to someone other than a family member as determined by the Board, then the Board must preapprove the prospective new member before the application process is begun. All recipients of the gift of an Associate Membership shall be subject to the application process as determined by the Board. Upon the issuance by the Club of an Associate Membership pursuant to a gift by an Existing Equity Member, said Existing Equity Member shall forfeit and waive all Redemption privileges and shall no longer be entitled to Redemption by the Club. The Existing Equity Member shall remain a Regular Member of the Club and shall be entitled to all of the rights and privileges of a Regular Member, other than

Redemption pursuant to Section 3.2 and this Article 13 of the Bylaws.

13.5 *Removal From Redemption Lists.* Prior to Redemption, Existing Equity Members may remove their names from the Redemption List at any time by written notice to the Board of Directors. The Board may assess a cost or penalty for removal of the name of an Existing Equity Member from the Redemption List in its discretion. An Existing Equity Member may resign his or her membership in the Club at any time pursuant to Article 4 of these Bylaws. In the event of such resignation, the said Existing Equity Member shall forfeit his or her rights to Redemption by the Club pursuant to Section 3.2.2 and Article 13 of the Bylaws.

13.6 *Redemption Funding and Priorities.* Upon receipt by the Club of initiation fees from the sales of memberships of any classification, excluding Life Memberships, and whether said fees are received in a lump sum or as part of an installment plan, the Club will accrue sixteen percent (16%) of all of said membership fees from all sources to be used for the redemption and repurchase of the membership of all Existing Equity Members on the Redemption List. Once the total amount of funds accrued equals or exceeds the repurchase value of an Existing Equity Membership as set out in Section 3.2.2 of the Bylaws, the next Existing Equity Membership at the top of the Redemption List shall be repurchased. Once the Club has reached full membership with 1,000 Equity Members, Redemption shall be 1:1.

13.7 *Good Standing Requirement for Inclusion on Redemption List.* Subject to the provisions of these Bylaws, any Existing Equity Member who desires to be placed on the Redemption List created by these Bylaws must (a) at the time such Existing Equity Member requests to be placed on any such Redemption List and (b) at all times during which such Existing Equity Member is listed on the Redemption List, be “in good standing” as herein defined. As used herein, the term “in good standing” shall mean that all Club obligations of any such Existing Equity Member are on a current basis and that such Existing Equity Member is not currently suspended or expelled from the Club (i.e., Existing Equity Members whose accounts with the Club are delinquent and whose membership privileges have been suspended shall not be deemed in good standing for the purposes of this Article 13). To the extent any Existing Equity Member on the Redemption List, at any time, is not in good standing, then such Existing Equity Member shall be immediately removed from any such Redemption List and may not be placed on the Redemption List until such time as such Existing Equity Member is in good standing. Any Existing Equity Member who is removed from the Redemption List pursuant to the provisions of this Section 13.8 may, upon becoming an Existing Equity Member in good standing, be placed on the Redemption List; however, any priorities previously established for such Existing Equity Member on the Redemption List prior to such Existing Equity Member’s removal from the Redemption List shall be lost unless otherwise approved by the Board.

13.8 *Termination of Membership Rights.* Upon payment in full of all dues, assessments and other charges due to the Club, which may be deducted from the repurchase amount paid to redeem an Existing Equity Membership from the Redemption List, said Existing Equity Membership shall terminate immediately and said Member shall have no further obligation to pay dues, assessments or any other charges to the Club for any period of time after the effective date of such Redemption. Such Existing Equity Members shall be deemed to have waived and released all rights to such Membership and the Club shall have no obligation to

refund, reimburse or otherwise pay over to such redeemed Member any amounts previously paid by such redeemed Member for Membership fees, dues, assessments or any other charges paid to the Club by such Member and the Club shall not be obligated to pay such Member any amount received by the Club in connection with the resale of such Membership. No redeemed Member shall be entitled to use the club facilities at any time following Redemption nor shall it be entitled to any rights provided to Members pursuant to these Bylaws.

ARTICLE 14.
Effective Date of Bylaws

The First Amended and Restated Bylaws of Greystone Golf Club, Inc. were adopted by the unanimous consent of all members of the Board of Directors of the Club on October 22, 2002 and supersede all prior Bylaws and amendments thereto. All amendments to the aforesaid Bylaws from October 22, 2002 through March 12, 2009 were previously incorporated into the Bylaws. The Second Amended and Restated bylaws of Greystone Golf Club, Inc. were adopted unanimously by the Board of Directors on September 3, 2009 and were effective as of July 1, 2009. The Third Amended and Restated Bylaws were adopted unanimously by the Board of Directors on October 18, 2011 and are effective as of November 10, 2011. The Fourth Amended and Restated Bylaws were unanimously adopted by the Board of Directors on August 21, 2012 and became effective as of October 1, 2012.