

Boca Woods Country Club Association, Inc. Bylaws

Boca Woods Country Club
Association, Inc.

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Corrected on August 15, 2019

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Preamble

The following is a restatement of the Bylaws of Boca Woods Country Club Association, Inc., effective on and after April 29, 2002.

Section 1 General

1.01 Name

The Club is incorporated under the laws of the State of Florida as Boca Woods Country Club Association, Inc. (and will hereinafter be referred to in these Bylaws as "the Club").

1.02 Location

The principal place of business of the Club is 10471 Boca Woods Lane, Boca Raton, Florida 33428

1.03 Purpose

The Club is formed to operate, maintain and conduct a member-only country club with facilities for golf, tennis, swimming and other sports and to promote recreation, good fellowship and social functions for its Members.

1.04 Fiscal Year

The fiscal year of the Club for membership, accounting, budget purposes, dues, assessments and other charges shall initiate November 1 and conclude October 31 of the following year.

1.05 POA

"POA" as used herein shall mean Boca Woods Property Owners' Association, Inc., a Florida not-for-profit corporation.

Section 2 Membership

2.01 Classes of Equity Memberships

There shall be three classes of Equity Memberships in the Club: Resident Regular Members (Full Golf Members); Non-resident Regular Members (Full Golf Members); Social/Tennis Members. All Memberships will be evidenced by a Certificate.

2.02 Requisites for Application for Membership

A person upon furnishing all necessary material for the Club, including the completion of an application, provision for the payment of the initiation fees, purchase price of Membership,

dues and assessments as required by the Board at the time of application, will be considered by the Board for Membership.

2.03 Resident Regular Members (Full Golf Member)

Any owner of a home within the perimeter of the Boca Woods Country Club community shall qualify for this class of Membership upon furnishing all necessary material and proof of pending ownership. After the title has been recorded, the Membership Certificate will be issued by the Club.

2.04 Non-Resident Regular Members (Full Golf Member)

This class of Membership is available to any person of good character of the age of 21 years or older subject to application, interview, and approval of the Board of Directors.

2.05 Social/Tennis Members

A. Effective June 1, 2005, and except as provided in paragraph 2.05 (B) below, this class of membership is only available to:

1. any homeowner resident of the Boca Woods Country Club community who is not a Boca Woods Country Club member (Resident Non-Member): or
2. the purchaser of a home in the Boca Woods Country Club community from a Resident Non-Member.

The applicant shall furnish all necessary material, proof of ownership, approval of the Interview Committee and the Board of Directors and the payment of all required fees.

B. Any current Regular Member may choose to become a Social/Tennis Member as of the next fiscal year upon written application submitted not later than one (1) full month before the end of the fiscal year. Such election will be effective only if the Club has at the start of such fiscal year a minimum of at least five hundred and thirty (530) Regular Members (full Members). The initial openings for Social/Tennis Memberships were filled in order of tenure in the Club (Membership number) and the unsuccessful applicants were placed upon a priority waiting list to be considered in the next fiscal year. Hereafter, at the beginning of each fiscal year, new applicants will be added to the end of the waiting list in the order of lowest Club number. Applications under paragraph (A) above will be given priority over applications under this paragraph (B).

C. The initial minimum total of 530 Resident and Non-Resident Golf Memberships may be modified by approval of the membership of the Country Club; provided, however, that

any such modification shall take place no later than ten (10) days prior to the end of the then current fiscal year, to be effective the next fiscal year.

To determine the number of 530 as full golf members, the Board of Directors shall arrive at such number in the following manner:

1. Each member on leave shall be counted as one-half ($\frac{1}{2}$) member.
2. Each suspended member shall be counted as a full member, except that each member on suspension for ninety (90) days or more for nonpayment of dues and/or assessments on September 1 shall not be included in the count of the full Golf Membership. [Modified effective November 1, 2007.]
3. Each Executive Member who pays full dues shall be counted as a full Member, with a cap, however, of seven (7) full Executive Members, regardless of how many there are in this class at such time. [Deleted effective November 1, 2008.]

2.06 Executive Members and Alumni Members

A. The Board of Directors may create by resolution a Non-Resident, Non-Equity, Non-voting class of Membership, under an "Executive Membership Program" and provide for the rights, privileges, limitations, fees and terms thereof. [Effective February 19, 2002.]

B. The Board of Directors may create by resolution a non-resident, non-voting class of membership known as an "Alumni Membership" which shall be available only to a current country club member in good standing who, upon providing a new resident full golf member, pursuant to Section 3.03, has become entitled to priority redemption for the Membership Certificate. The Board shall provide for the rights, privileges, limitations, fees and terms thereof. As a condition of such membership, the member must agree to defer the receipt of the priority redemption until resignation from the Club.

2.07 Title held by Trust, Corporation or Partnership

In the event title to a Boca Woods home is held in either a revocable or irrevocable trust, a corporation, partnership, or other statutory entity, the Certificate of Membership may be held in the name of such entity; provided, however, that the use of the Membership and its privileges shall be exercised only by the family or individual irrevocably designated in writing by the certificate holder, and provided that the persons designated shall agree in writing to be jointly and severally liable for the liabilities and obligations to the Club of the entity.

2.08 Definition of Member

A Membership shall be limited to no more than two adults living together as a couple. Their unmarried children under the age of 25 residing in the household shall be entitled to Membership privileges.

2.09 Total Membership

The total Membership shall not exceed 700 Members, plus two Founding Members, namely William and Robert Kennedy, who shall not be responsible for the payment of dues or assessments but shall be responsible for the payment of house charges. The two Founding Memberships shall be non-transferable.

2.10 Membership Certificates

There shall be maintained in the office of the Club a permanent ledger book specifically noting the name or names of the Member, the date and number of each Certificate of Membership (hereinafter sometimes referred to as "Certificate"), and its original purchase price.

2.11 Transfer and Assignment of Certificates

Membership Certificates and right or privileges thereunder may not be transferred or assigned on either a permanent or temporary basis except as specifically provided in these Bylaws.

2.12 Trial Memberships

Trial memberships, hereinafter defined, are available only to a golfer who rents the home of a resident non-member for a period of one year, pursuant to a lease containing an option to buy the home at the end of the lease. The renter may have a one year trial full membership (with no vote) and shall be responsible for full dues, cart fees, locker fees, dining room, minimum, annual association dues and monthly assessments. A security deposit of \$4,000 payable to the Country Club is required at the time of application.

There shall be no extension of that trial after the one year period. The renter must either purchase the home and accept a full golf membership, paying then applicable normal entrance fees, or leave the community.

2.13 Associate Golf Membership or Associate Social/Tennis Membership

Memberships shall hereafter be available only to a parent, child or grandchild over 25 years of age who is permanently residing with either a Full Golf or Full Social/Tennis member. They shall have only those privileges available to the head of household member. Associate members shall not have voting rights or be allowed to play in tournaments. The fees and charges to be paid by each Associate Member shall be fixed by the Board of Directors from time to time.

2.14 Transfer of Membership Certificate upon Purchase of a New Residential Unit

A member in good standing who purchases another residential unit in Boca Woods (buyer) may transfer his/her Membership Certificate to the new residential unit, provided the seller of the new unit agrees in writing to defer redemption of his/her bond, or receipt of his/her incentive in the case of a nonmember, until sale of the buyer's other home to a full golf member. [Added effective March 24, 2008.]

Section 3 Membership Resignation and Redemption of Certificates

3.01 Resident Equity Members

No Equity Member of the Club who owns a home in the Boca Woods Country Club community may resign his or her Equity Membership in the Club unless and until such home is conveyed to a person who has become a Full Golf Member in the Club. In that event, the resigning Member is eligible for priority repayment of his redemption monies as provided in these Bylaws.

3.02 Non-Resident Member - Non-Priority Redemption

A Non-Resident Equity Member may resign a Membership in the Club by tendering a resignation in writing accompanied by the Membership Certificate to the Board of Directors not later than one month before the end of the fiscal year. A Member who resigns afterwards, that is less than one month prior to the end of the fiscal year shall be required to pay all dues, fees, assessments and charges for the following fiscal year.

Where a Non-Resident Member resigns a Membership and does not introduce a substitute or successor member, he will be entitled, on a first come first served basis, to receive redemption monies for the Membership Certificate; provided, however, that at the time the resigned Member becomes eligible for payment, (a) such Member is not indebted to the Club and (b) the total number of Regular Members of the Club exceeds 700 Members. The redemption value in such case shall be the original purchase price of the certificate plus fifty percent (50%) of the difference between the resigning Member's original purchase price and the then current price of the Certificate less any outstanding capital installment assessments. In addition, the value of any note or instrument of indebtedness issued by the Club will be made at the time of redemption.

3.03 Priority Redemption

A resigning Regular or Social/Tennis Member who provides a new Resident Full Golf Member or Non-resident Member of the same or higher class to the Club shall be entitled to priority payment of redemption monies for the Membership Certificate calculated as follows:

A. In the case of the resignation of a Regular Member replaced by a Regular Member, the redemption value shall be calculated as provided in Section 3.02.

In no case shall the then current price of the certificate be deemed to exceed the amount of \$20,000, it being deemed that the said current price shall hereafter be capped at such amount. This provision shall not however, affect new members who purchase their certificates after March 24, 2004, and have paid more than \$20,000 for each certificate. In such event the price for each new member's certificate shall be the amount so paid for the member's certificate, or the actual current price, if lower than \$20,000.

B. In the case of the resignation of a Regular Member replaced by a Social/Tennis Member, the resigning Member will be entitled to priority redemption value equal to the lesser of: (i) sixty percent (60%) of the amount the resigning Member would otherwise be entitled to receive as a Full Golf Member or (ii) the face amount of the resigning Member's Certificate.

3.04 Hardship Redemption

[Deleted effective March 24, 2008]

3.05 Withholding of Redemption

The sum of One Thousand Dollars \$1,000 shall be withheld from redemption monies due a resigned Member for a period not to exceed ninety (90) days after the end of the fiscal year in which the resignation is effective. Any additional indebtedness of the resigning Member shall be deducted from the monies withheld and the balance paid to the resigning Member.

3.06 Leave of Absence **(Deleted October, 2008)**

3.07 Transfer upon Death

A. Upon the death of a Member holding such title under a Membership Certificate, either with a surviving spouse, or as a joint owner, the surviving spouse or surviving joint owner, as the case may be, will have the right to have the certificate transferred without fee, upon delivery of the old Membership Certificate together with a death certificate to the Club. The new certificate shall have the same club number and consideration as the original.

B. Upon the death of the last surviving Member in good standing, the estate entity of the deceased Member may request the Board to grant a deferral of 50% of all dues and assessments then due and payable by the deceased Member until rental, transfer, assignment or conveyance of the property or a period of one (1) year, whichever occurs first. Upon the completion of one (1) year or such rental, transfer, assignment or conveyance of the property, all accrued and unpaid dues and assessments shall become due and payable and the estate entity shall deliver to the club a legally binding provision for payment of all sums due and payable. When such dues and assessments become payable, such unpaid sums shall begin to accrue interest, at the regular club rate of interest for accounts in arrears, until the date of payment or transfer of title, whichever occurs first. During the period of dues deferral pursuant to this paragraph, neither the estate entity nor any person or other entity shall be permitted to

use the club facilities. Payment of all sums due and payable is a prerequisite to issuance of a provisional Member Certificate to a proposed successor Member upon transfer of title to the property.

C. Upon the death of a Member with no surviving spouse, the Membership Certificate may be transferred to one of the surviving children of the decedent if so directed by the estate entity of the deceased Member. Upon receipt of the written direction of the duly appointed representative of the estate entity together with the deceased Membership Certificate, the transfer to the designated child will be effected without a fee. A new certificate with a new number will be issued in the name of the designated child and the old certificate retired. An entry shall be made on the Club records indicating the amount paid for the original certificate as that of the new certificate.

D. In the event the deceased Member was designated as a Member by a trust, corporation, or partnership pursuant to Section 2.07, then the provisions of this Section 3.07 shall apply as if the deceased designee Member was the owner of the certificate.

E. The estate entity of a deceased Member is eligible for priority payment of the redemption funds by providing a new Member as hereinbefore set forth for individuals.

All transfers under this section are conditional upon the timely payment of all dues, assessments and other applicable charges prior to transfer.

3.08 Transfer upon Divorce

A. Upon the divorce of married Members, title to all certificates issued in their names or as designees, including all rights, benefits, and privileges thereunder, shall vest in the spouse given Membership by either a separation agreement or judgment of a court.

B. Lacking a separation agreement or court judgment, the rights, benefits, and privileges of Membership shall vest as agreed upon by the parties in writing. Absent any such agreement, the Membership shall continue until satisfactory proof of ownership is provided to the Club.

C. In any event, the title holders of the Membership Certificate shall be jointly and severally liable for all obligations to the Club.

Section 4 Membership Obligations, Benefits and Privileges

4.01 Regular Members (Full Golf Members)

A. Shall be fully participating and entitled to full access to, and use of, all of the Club's facilities according to the Club's rules and regulations.

B. Shall be entitled to one (1) vote on all matters presented for vote by the Membership.

C. Shall be entitled to hold elective office.

D. Shall have a pro-rata interest in the assets of the Club as a one hundred percent (100%) Member.

4.02 Social/Tennis Members

A. Shall be entitled to full access and use of all of the Club's facilities according to the Club's rules and regulations, except that a Social/Tennis Member may not use the golf course facilities. The golf driving range and putting green facilities may be used pursuant to schedules published by the appropriate committee.

Notwithstanding the provisions of this paragraph a Social/Tennis Member may, if invited by a Full Golf Member and in the presence of that member, play golf no more than once a month at regular guest times, upon payment of applicable guest and cart fees.

B. Shall be entitled to one-half (1/2) vote on all matters presented for vote by the Membership, except for election and/or removal of Directors and Nominating Committee, where they shall have a full vote.

C. Will be entitled to sit on committees.

D. Shall have a pro-rata interest in the assets of the Club as a sixty percent (60%) Member.

4.03 Executive Members

Executive Members participating pursuant to a program established by the Board of Directors pursuant to Section 2.06 shall have the obligations, benefits, and privileges established by the Board.

4.04 Miscellaneous Membership Provisions

A. All Memberships shall be subject to such rules, regulations, and code of conduct as may be promulgated or approved by the Board of Directors.

B. To the extent a Resident Member of the Boca Woods Country Club community may be permitted to rent their home under the provisions of the Governing Documents of the Boca Woods Property Owners' Association, Inc., the Board of Directors may permit use of the Club's facilities by the Resident Member's lessee and adopt rules and regulations with respect

thereto. Any such resolution shall provide that the Resident Member is responsible for acts and obligations of the Resident Member's lessee at the Club.

Section 5 Discipline of Members

Any Member charged in writing of conduct (committed either personally or by a family member or guest) deemed to be prejudicial or detrimental to the reputation or character of the Club or its interests, or with a violation of any of the rules, regulations, or By-Laws of the Club, shall be subject to the Club's grievance procedure and may be reprimanded, fined or suspended.

A. The Grievance Committee shall review any complaint and, if it appears to be of substance and possible justification, shall inform the accused Member in writing, furnishing a copy of the charges and allowing seven days for a response.

B. The Grievance Committee, after examining the complaint and response thereto, may dismiss the complaint or, if in the opinion of the Committee there is a reasonable basis for action, may order the complainant (unless the complainant is a Club or POA employee) and the accused Member to appear for a hearing. In all proceedings, the accused Member shall be entitled to representation and the representative need not be an attorney.

The burden of proof is on the person filing the grievance and may not be based upon hearsay; provided, however, that, in the discretion of the Grievance Committee, a Club or POA employee or employee of a Club or POA vendor or contractor may be permitted to provide his or her evidence by appearing before the Committee or a portion thereof as designated by the chairman at a closed hearing without the accused member or his representative present in lieu of an appearance at a hearing.

C. The Grievance Committee shall have the power, after hearing, to dismiss the complaint or to admonish, censure, reprimand, or to suspend such Member. The Committee shall timely notify both the Member and the Board of its determination.

D. Where the Grievance Committee recommends a sanction, including a suspension, the sanctioned Member may, within ten (10) days after receipt of notification of the Committee's recommendation, appeal the decision of the grievance committee to the Board of Directors. Absent such timely request in writing by the sanctioned Member, the decision of the Grievance Committee shall be deemed adopted by the Board and the recommended sanction shall then become effective immediately.

E. If the member appeals the decision to the Board of Directors, the Board shall have the power to review the decision of the Grievance Committee, and to take such steps as the Board deems appropriate including hearing the member and any or all of the witnesses and adopting or modifying the decision of the Grievance Committee. At all hearings before the Board, the Committee will designate one of its Members to present the matter.

F. All proceedings at every level shall be confidential unless the accused Member demands otherwise in writing, in which case, the Membership shall be advised of the proceeding. Details of discipline or rules infractions shall be posted on the Club's bulletin boards, but the name of the disciplined Member, either for conduct or financial reasons shall not be posted.

G. Dues and other obligations shall accrue during any suspension and must be paid in full before reinstatement to full privileges.

H. No member of the Grievance Committee shall be a Director or spouse of a Director of the Club.

Section 6 Board of Directors

6.01 Composition and Management

The control, operation and management of the business, property, funds and affairs of the Club shall be vested in the Board of Directors. The Board shall be composed of fifteen (15) Directors. The Directors of the Club shall be the same persons who are Directors of the POA and they shall be elected at a Joint Annual Meeting of the POA and the Club. Elected Directors who are nonresidents of the community are deemed ineligible to vote on POA matters.

6.02 Duties and Powers

The Board of Directors shall have power:

- A. to establish policy for the governing of the Club;
- B. to employ a General Manager, and to delegate the authority for the implementation of those policies and any other matter which the Board deems necessary to the operation and management of the Club;
- C. to approve all contractual commitments of the Club;
- D. to admit, reprimand, suspend, censure, and fine members and to fix the terms and conditions for admission, and suspension subject to the provisions of the Articles of Incorporation;
- E. to ratify or reject: (1) appointments made by the President in connection with vacancies in the Membership of the Board of Directors or Chairpersons of all Standing Committees; and (2) appointment of committee members proposed by Chairpersons of all committees;

F. to make and amend rules and regulations for the governing of the Club and for use of the Club's facilities;

G. to supervise and control the activities of all Club committees except the Nominating Committee;

H. to fix penalties for violations of the By-Laws and rules;

I. to impose conditions for granting a leave of absence;

J. to make expenditures for capital projects out of the reserve for capital improvements and debt service, limited as follows: not in excess of \$100,000 for any single project and not in excess of \$300,000 in the aggregate in any fiscal year for all projects unless either or both of such expenditures are approved by consent executed by a majority of the Board members, and by resolution adopted at a duly constituted meeting of the Club Membership by a vote of 60% of those present, either in person or by absentee ballot, which meeting shall be duly called upon written notice, specifying the nature and amount of the proposed expenditure;

K. to fix the amount and manner of payment of annual dues, initiation fees and Membership fees and other Club charges. The Board of Directors may provide that an applicant seeking Membership incident to the proposed transfer of title to that applicant of a home in Boca Woods, may elect to pay bond charges and initiation fees in installments as the Board of Directors shall determine;

L. to determine the annual Membership dues (including debt service), in keeping with the budget approved by the Membership, sufficient to meet projected operating costs for the ensuing year, including the replacement of equipment and buildings due to normal wear and tear;

M. to assess for any deficit in the year in which such deficit occurs in accordance with the provisions of these By-Laws. Such an assessment shall be mandatory if the deficit in any year is greater than Ten Thousand Dollars (\$10,000).

N. subject to review and recommendation by the Finance and Legal Committees, to acquire distressed or abandoned homes or homes transferred by the owner in lieu of payment of dues and other charges, within the Boca Woods community in the name of the Club on such terms that are commercially reasonable; to cause such acquired homes to be renovated and to sell same as market conditions may dictate. The sale of such homes shall not require the approval of the membership of the Club. In exercising this power, the Board of Directors may enter into agreements with third-party investors, whereby said investors shall fund the acquisition and renovation of such home and who may therefore be entitled to certain portions of the proceeds deriving from the sale as provided in the agreement between the Country Club and third-party investors. At no time will Club funds be used towards this agreement. The

terms and conditions of said agreements shall be set forth in a form agreement (modifiable as necessary) that is recommended by the Legal Committee and approved by the Board.

In exercising the power authorized by Bylaw 6.02(N), the following shall apply:

(i) The third-party investor shall deposit into escrow a sum at least equal to the estimated cost of renovating the home or provide alternative security sufficient to ensure the completion of the project.

(ii) In the event the home is not sold to a new member within three (3) years from the purchase date, title to the home shall transfer to the third-party investor who shall become a member of the Club and who shall be required to pay all closing costs as well as the Club initiation fee and bond then being required for new members.

(iii) No director of the Club may be a third-party investor or shareholder, partner or member of a third-party investor.

(iv) At the closing of the purchase, the third-party investor shall provide the Club with title insurance insuring that the Club is receiving marketable title and that there are no liens or mortgages on the property. The agreement between the Club and the third-party investor shall prohibit the third-party investor from filing any liens against the property and shall require the third-party investor to take all actions necessary to prevent the creation of any liens following the purchase date.

(v) The third-party investor shall pay all POA dues, taxes, insurance and maintenance costs of the home purchased by the Club until it is sold.

(vi) The renovations to the home shall be completed by the third-party investor by no later than one year following the date it is purchased by the Club.

(vii) During the time that the third-party investor is in control of decisions regarding the home, it shall remain vacant.

(viii) The Club shall not be required to expend any money on the acquisition, maintenance or renovation of the home.

(ix) In the event of a default by the third-party investor which results in the Club taking control of the home, the Club shall have the right to rent it or use it for other purposes determined by the Club.

(x) Bylaw 6.02(N) shall become effective on the date it is passed by the Members of the Club in accordance with Bylaw 11.03 and shall expire as to the purchase of new homes on the third anniversary of its effective date.

Notwithstanding the above, the provisions of this Bylaw 6.02(N) shall continue in full force and effect as to all homes owned by the Club until all such homes are sold to third parties.

6.03 Quorum

A majority of the Board of Directors shall constitute a quorum for the transaction of business. Not less than seven (7) votes shall be required to pass any resolutions of the Board of Directors except as otherwise provided herein.

6.04 Meetings

A. A special organization meeting of the Board of Directors shall be called annually within 10 days following the annual Membership election meeting, for the purpose of electing the officers of the Club. Thereafter, the Board of Directors will meet each month (excluding August) on dates it selects.

B. A special meeting of the Board may be called at any time by the President, First Vice President, or by any three (3) Board members, on at least three (3) days' written notice, or may be held at any time and place without notice by unanimous written consent or waiver of notice of Board members. The notice shall state the purpose of the meeting.

C. Notice of all Board meetings must be posted in a conspicuous place at least 48 hours in advance of a meeting except in an emergency.

6.05 Limitation of Term

No member of the Board of Directors will be eligible to serve for more than two (2) consecutive three-year terms, but in no event more than six (6) consecutive years, subject to the following:

A. An appointee to the Board of Directors to fill a vacancy shall not be considered to have served a term if the appointment is for a period of less than one year.

B. A Member who has served two (2) consecutive terms or six (6) consecutive years shall again be eligible for election after being off the Board for one full year.

C. Club Members and their spouses are not eligible to serve simultaneously either on the Board of Directors or on any committee.

Section 7 Officers and Executive Committee

The officers of the Club shall consist of a President, a First Vice President, a Second Vice President, a Secretary, and a Treasurer, who shall be elected by secret ballot by the majority of the newly-constituted Board of Directors at an organization meeting to be held within ten (10) days after the annual election of the members of the Board of Directors. Each officer shall be elected to a term of one (1) year. The officers of the Club shall also serve as officers of the POA.

The Board may appoint Assistant Secretaries and Assistant Treasurers and such officers as the Board deems necessary or desirable. Any officer appointed by the Board may be removed at any time with or without cause by a majority vote of the Board.

7.01 Duties of Officers

A. President

1. The President shall preside at all Membership and Board of Directors meetings; he shall be ex-officio member without vote on all committees; he shall appoint a chairperson of each committee with the approval of the Board; he shall make and execute contracts for and on behalf of the Club and P.O.A., subject to approval of a majority of the Board; and he shall perform such other duties and functions incident to the office and as may from time to time be required by the Board of Directors. The President may not attend the meetings nor be a member of the Nominating Committee.

2. If there is a vacancy in the Membership of the Board of Directors, the President, with the approval of a majority of the remaining members of the Board, shall appoint an eligible member to fill the vacancy for the unexpired term of the predecessor.

B. First Vice President

In the absence, incapacity, or inability of the President to serve, the First Vice President shall have all the powers and shall perform the duties herein granted to or imposed upon the President. Succeeding the First Vice President in the event of absence or disability shall be the Second Vice President.

C. Second Vice President

In the absence, incapacity, or inability of the First Vice President to serve, the Second Vice President shall have all the powers and shall perform the duties herein granted to or imposed upon the First Vice President.

D. Treasurer

1. The Treasurer shall keep the books of account, collect, and disburse funds as directed by the Board of Directors; submit to the Board and to the general Membership by mail a copy of the proposed budget 30 days prior to the start of the fiscal year.

2. A special meeting of the Membership for explanation of the budget shall be held upon written notice not less than 20 days prior to the close of the fiscal year.

3. Voting on the proposed budget may commence upon receipt of the budget by Members either in the provided ballot box or by absentee ballot. Voting shall

continue in this fashion until the closing date designated by the Board of Directors. At that time the election committee shall meet and tabulate the results which shall then be published.

4. If the proposed budget is not approved by the Membership of the Club, the preceding year's budget shall be deemed temporarily approved by the Membership. The Board shall as soon as practicable submit a revised budget for approval to a special meeting of the Membership.

5. The Treasurer shall perform such other duties as are incident to his office or as may from time to time be required by the Board of Directors. The Treasurer shall furnish a detailed report of the financial condition of the Club to each Board member three (3) days prior to the monthly Board meetings.

E. Secretary

The Secretary shall be responsible to keep the minutes of all meetings of the Club and of the Board of Directors; shall be the custodian of the corporate seal and of all records, books, documents and papers of the Club, except those for which the Treasurer is responsible; shall notify the Members of the Club and the Board of Directors of their respective meetings; shall conduct the correspondence of the Club, and perform such other duties incident to his office or as may from time to time be required of him by the Board of Directors. He shall create and maintain a journal of all motions passed by the Board of Directors. Such motions shall be dated, categorized and listed in the journal.

7.02 Vacancies

In the event of the death, resignation, removal or incapacity to act as an officer of the Club, a successor to such office shall be elected by the Board of Directors.

7.03 Removal of Officers and Members of the Board

A. The Membership of the Club and the P.O.A. may remove a member of the Board of Directors by a sixty percent (60%) vote of those voting at a Special Joint Meeting of both Memberships called by petition for that purpose, after a quorum of both the Club and the POA has been certified.

B. Any Director may resign at any time by sending written notice of such resignation to the office of the Secretary. Such resignation shall become effective upon receipt thereof by the Secretary. The following events shall constitute cause resulting in the disqualification of a Director which shall become effective upon the vote of two-thirds (2/3) of the other Directors:

- (i) a Director is absent from more than three (3) regular meetings of the Board within any year; (ii) the transfer of title of the home within Boca Woods Country

Club in which a Director resides and which results in the termination of the Director as a member of the POA; (iii) a Director is more than thirty (30) days delinquent in the payment of any assessment due the POA or dues or other obligations due the Club; and (iv) a Director is no longer a Member in good standing of the POA and/or the Club.

C. Any three members of the Board shall have the right to ask for the removal of any officer of the Board. Notice must be given to all members of the Board at least two (2) weeks before the vote shall be taken. A vote by closed ballot of at least two-thirds (2/3) of the members of the Board shall be required for the removal.

Section 8 Committees 8.01 Standing Committees

8.01 Standing Committees

The Standing Committees of the Club shall be:

Joint Committees

Executive Committee
Finance/Audit
Grievance
Legal/By-Laws/Rules and Regulations
Membership/Public Relations
Long Range Planning
Compensation

Club Committees

Building
Golf Governing
Greens
House
Tennis
Women's Golf
Health & Safety

Each Standing Committee shall consist of at least five (5) Members inclusive of the Chairperson, subject to change from time to time by the Board. The Joint Committees shall have the same Membership as the POA Joint Committees. The Chairpersons shall be appointed by the President subject to approval of the Board. The Chairpersons of the Club Committees shall be Members in good standing of the Club, and the Chairpersons of the Joint Committees shall be Members in good standing of the Club and/or the POA. The Chairpersons of all Standing Committees, with the exception of the Executive Committee and the Nominating Committee, shall appoint all Members of their respective committees and submit them to the Board for approval. No Member of the Club shall serve on more than three committees.

A. The Executive Committee - Shall consist of the officers of the Board. The Executive Committee shall supervise the operation of the Club and POA in conjunction with their professional staff.

B. The Finance/Audit Committee - Shall be chaired by the Treasurer and shall include the Club Manager and three Board Members. The Finance Committee shall assist the Treasurer and the General Manager, as early as practical, in the preparation of the financial budget which is required to be submitted to the Board of Directors for the ensuing fiscal year, shall maintain a continuing review of the Club's finances; shall consider all requests for capital expenditures; shall advise and make recommendations on all of the foregoing to the Board of Directors. A Member of the Finance Committee shall act ex-officio as a Member without a vote of all committees requiring budget expenditure. The committee is charged with the review and adequacy of the Club's internal control system. It shall recommend fiscal policies for the protection of the Club's assets and exercise control and review over the functions of the accounting office.

C. The Grievance Committee - Shall hear and consider matters concerning alleged infractions of the Bylaws and the rules and regulations of the Club. The Chairperson shall select from the committee Membership a hearing panel consisting of no more than five Members including the Chairperson to conduct the hearing on a particular infraction. The hearing panel shall determine and report its findings of fact to the entire committee who shall then dispose of the matter as set forth in Section 5. Only the General Manager may initiate a grievance complaint on behalf of Club employees.

D. The Legal/Bylaws/Rules and Regulations Committee - Shall advise on all legal and quasi-legal matters affecting the Club, shall develop and recommend revisions and supplements to the Bylaws and Rules and Regulations submitted by the various committees.

E. The Membership/Public Relations Committee - shall advise on policies and programs that will enhance the community standing and position of both the Club and the Boca Woods community. All applications by non-residents of the Boca Woods community for Membership in the Club shall be referred to this committee which shall interview and investigate the character and qualifications of the applicants for Membership and report thereon to the

Board of Directors for final determination.

F. The Long Range Committee - shall formulate long term plans and make recommendations to the Board of Directors concerning the future welfare and development of the Club. The Committee shall consist of the Chairperson, the Immediate Past President, the Treasurer, and the Chairpersons of the Building, House, and Greens Committees, as described in the Club Bylaws, the Chairperson of the Membership/Public Relations Committee, a Joint Committee, and the Chairpersons of the Community Development and Infrastructure, Landscape, Security, and Architectural Control Committees, as described in the POA Bylaws, provided they are Members in good standing. Up to four additional Members may be selected from the general Membership.

G. The Compensation Committee – The President shall appoint a Compensation Committee consisting of a Director as Chairman and four (4) other Directors, one (1) of whom

shall be a member of the Finance Committee and one (1) of whom shall be a member of the Legal Committee.

H. The Building Committee - shall advise and make recommendations to the Board with respect to all new construction, alterations, and repairs of all Country Club buildings, structures, and facilities and shall supervise all projects.

I.

1. The Golf Governing Committee ("GGC") shall consist of: (i) a Chairperson, nominated by the President and approved by the Board of Directors (the "Board"); and (ii) an equal number of men and women.
2. The GGC shall have two subcommittees -- the Men's Golf Committee ("MGC") and the Women's Golf Committee ("WGC"). The Chairperson of the GGC shall select the Chairpersons of the MGC and WGC from the members of the GGC, subject to approval by the Board.
3. The GGC shall from time to time propose Rules to the Board that set forth the duties and responsibilities of the MGC and WGC.
4. The WGC shall advise the Golf Staff with respect to women's member guest events and the MGC shall advise the Golf Staff with respect to men's member guest events.
5. All "major" tournaments, including but not limited to the Boca Woods Cup, President's Cup, Governor's Cup, Member-Member, Putting Championship and Club Championships shall be the responsibility of the Golf Staff with input and advice from the GGC and the MGC and WGC Chairpersons.
6. The GGC shall advise the Board on all matters concerning:
 - (i) Control of play on the golf course;
 - (ii) Use of the practice facilities;
 - (iii) Operation of the Golf Shop;
 - (iv) Management of the Golf Staff;
 - (v) Rules pertaining to members and guests;
 - (vi) Leasing, purchasing and maintenance of golf carts and equipment used by the Golf Staff; and
 - (vii) All couples' events.
7. The GGC is authorized to impose penalties for golf rule infractions in the form of suspension of golf privileges, not to exceed fourteen (14) days. In the instance of an egregious violation or repeated violations, the GGC may refer the matter to the Country Club Grievance Committee for further action. In both instances, a Member

will have a right to appeal the imposition of a suspension of golf privileges to the Board in accordance with the provisions set forth in these Bylaws.

J. The Greens Committee - shall advise and recommend policy and standards with respect to the care and maintenance of the golf courses and Club grounds.

K. The House Committee - shall advise and recommend policy and standards concerning the operation and maintenance of the kitchen, dining room, lounge, cabana grille, card rooms, and pool, including the purchase of food and beverages and necessary supplies. It shall also advise and recommend with respect to the social activities and entertainment of the Membership, and shall also advise changes in décor, furnishing, furniture, and fixtures.

L. The Tennis Committee - shall advise and recommend policy and standards with respect to tennis play and events, and the care, maintenance, and utilization of the tennis courts and facilities.

M. The Women's Golf Committee - shall plan and supervise all women's golf events. The Chairperson and one other Member shall be Members of the Club's Golf Committee. The Committee may advise and recommend policy and standards to the Board.

N. The Health and Safety Committee - shall advise and recommend policy and standards concerning the health and safety of the Members and guests in a manner consistent with generally acceptable procedures for such oversight. The committee shall be responsible for reviewing health and safety guidelines and practices in the dining rooms, locker rooms, toilet facilities, and athletic facilities, including the golf courses, fitness center and tennis courts. It shall oversee that all of the resuscitative and first aid equipment and supplies be kept in acceptable order and condition.

8.02 General

The actions of all committees and their members that require interaction with Club employees, coordination of scheduling events, and resolution of scheduling conflicts shall be solely through and under the auspices of the General Manager.

8.03 Removal of Committee Chairpersons and Members

A. The Board of Directors, by the affirmative vote of a majority of its members, shall have the power to remove a committee Chairperson, except the Chairperson or any member of the Nominating Committee.

B. A committee Chairperson may remove any member of his or her committee with the approval of a majority vote of the Board at any regular meeting.

Section 9 Meetings and Elections

9.01 Annual Membership Meeting

A. The Annual Meeting of the Club shall be held at the "Clubhouse" or any other suitable place designated by the Board of Directors on a date and time in March or April as determined by the Board of Directors each year in conjunction with the Annual Meeting of the POA. Written notice of the meeting will be mailed to the Membership at least twenty (20) days prior to the date of the meeting.

B. The order of business at each Annual Meeting of the Club shall include the following:

1. Approval of the minutes of the last Annual Meeting.
2. Committee reports.
3. Treasurer's report on the operations of the past fiscal year.
4. The election, together with the election of the POA, of members to the Board of Directors.
5. The election of members to the Nominating Committee.
6. All other items of business properly before the Membership as more particularly set forth in the agenda provided with the notice of meeting.

9.02 Meeting Procedures

A. Roberts Rules of Order as last revised shall govern the proceedings of all meetings of the Membership and the Board of Directors.

B. A quorum of any annual or special meeting of the Club shall consist of thirty-three and one-third percent (33-1/3%) of the total number of voting Members (calculated one vote for Full Golf Members and one-half vote for Social/Tennis Members, as set forth in Paragraph 4.02(B) of these bylaws, inclusive of absentee ballots, except matter concerning the mandatory membership floor, in which case such quorum shall consist of fifty (50%) percent of the total numbers of voting Members calculated as above set forth.

C. Each Member shall be entitled to vote as entitled by their class of Membership for the election of members to the Board of Directors and all other matters, except as set forth in Paragraph 4.02(B).

D. The Secretary shall prepare a suitable ballot for the election of the members of the Board and for other matters. In elections of Directors, a Resident Regular Member may

cast one (1) vote on a combined ballot of the Club and the POA. A Non-resident Regular Member may cast one (1) vote as a Club Member. A Resident who is not a Club Member may cast one (1) vote as a Member of the P.O.A. in elections of Directors and on POA matters.

E. Unless otherwise provided in these By-Laws, a plurality of votes cast by Members of the POA and Members of the Club in person or by ballot shall be sufficient to elect at any election or to decide other matters upon which a vote is taken at any meeting.

F. All Membership voting shall be supervised by the Club Controller.

9.03 Special Meetings

A special meeting of the Membership may be called at any time by the President or by a majority of the members of the Board of Directors by giving to the Secretary written notice of the place, time, and date thereof and the purpose thereof.

A special meeting of the Membership shall be called upon written request to the Secretary signed by Members whose vote totals one hundred (100) (calculated one (1) full vote for each Full Golf Member and one-half ($\frac{1}{2}$) vote for each Social/Tennis Member) specifying the purpose of the meeting.

Upon such request, the President shall designate the place, time and date of the meeting. The meeting must be set not later than thirty (30) days following receipt of the request by the Secretary.

The Secretary shall mail a notice of each special meeting, called under the provisions of this section, to the Members of the Club at least fourteen (14) days prior to the meeting specifying the purpose of the meeting.

Only the business specified in the notice may be considered at such special meeting.

9.04 Election for Board of Directors

At each annual meeting the Membership shall elect members to the Board of Directors for a term of three (3) years.

A. The election shall be by written ballot.

B. The names of all candidates shall be placed on the ballot in random order, as drawn by lottery. An asterisk (*) shall be placed next to names of the candidates recommended by the Nominating Committee.

C. "Members of the Club must vote for a minimum of three and no more than the number of candidates to be elected. Cumulative voting shall be prohibited. The candidates

receiving the greatest number of votes shall be declared elected. If, by reason of a tie, less than the required number are elected, there shall be a special election between the candidates receiving the same number of votes within 30 days.” [Approved 10.22.15]

9.05 Nominating Committee

A. The Club and the POA, jointly, shall have a Nominating Committee which shall consist of seven (7) Voting Members of the Club and/or the POA in good standing (including the Chairperson thereof) who shall be elected by the Membership at each Annual Election Meeting for a term continuing until the election of their successors at the next Annual Election Meeting. Members of the same household sharing a single Membership who are members of the Nominating Committee shall not be eligible to hold or be nominated for any elective office while serving on this Committee. A member of the Board of Directors shall not be eligible to be nominated for election to the Nominating Committee for the following year. The method of selection and election of the Nominating Committee shall be as follows:

1. Not less than forty-five (45) days prior to the next Annual Meeting, the President shall present in writing to the Secretary the names of two (2) qualified Voting Members in good standing of the Club and/or POA, such persons to have been selected by the Board of Directors as candidates for election to the Nominating Committee for the following year.

2. The outgoing Nominating Committee shall select three (3) Voting Members in good standing of the Club and/or the POA who have applied for such nomination to be placed in nomination at the next Annual Meeting, none of whom shall include the two (2) members selected by the Board of Directors as provided in subsection (1) above. Such selections shall be provided in writing to the Secretary not less than forty-five (45) days prior to the next Annual Meeting. All those who have appeared as potential candidates before the Nominating Committee shall be notified of the decision of the Nominating Committee within three (3) days after the decision. Any other member or members in good standing of the Club or POA wishing to be independent candidates as for election to the Nominating Committee shall file such intent with the Secretary at least thirty (30) days prior to the next Annual Meeting. In the event there are less than four (4) independent candidates who have applied to be members of the Nominating Committee, the Board of Directors shall nominate qualified members to bring such number of candidates to nine (9).

3. Upon receipt of the lists of candidates, for the Nominating Committee, the Secretary shall combine the names into one list and shall mail a list of each nominated person to the Membership of the Club and/or the POA not less than twenty (20) days prior to the next Annual Meeting. The list of candidates shall specify which candidates were submitted by the Board of Directors, which candidates were submitted by the Nominating Committee and which candidates were submitted by self-declaration. Candidates shall be listed in random order.

4. No member of the Nominating Committee who resigned or was removed from the Nominating Committee during the current year shall be eligible to be a candidate for election to the Board of Directors at the next Annual Meeting.

B. A Nominating Committee of seven (7) persons shall be elected by plurality at the next Annual Meeting. No cumulative voting shall be permitted and all ballots must indicate seven (7) persons for election. Ballots voting for more or less than seven (7) candidates shall be deemed invalid. The persons garnering the seven (7) highest vote totals shall be deemed elected to the Nominating Committee. The persons, if any, garnering the next two (2) highest vote totals shall be deemed elected as alternates. Alternates should be designated as Alternate 1 and Alternate 2, based on votes. Alternates shall have the right to participate in all activities of the Nominating Committee but shall not have the right to vote, except that, in the event of the absence of a member, Alternate 1 shall vote. If there are two (2) members absent, then Alternate 2 shall also cast a vote.

9.06 Nominations for the Board of Directors

A. The Nominating Committee shall meet, select a Chairperson, and nominate each year from the qualified Voting Membership of the Club and the P.O.A. at least a number of candidates equal to the number of vacancies on the Board of Directors and any more in addition thereto, as nominees to fill the Board vacancies by selecting and designating nominees who, in the judgment of the Committee, possess the experience and skill suited to fulfill the needs of the Board. Any additional Members or other members who wish to run as candidates shall be included on the ballot as self-nominated candidates.

B. If, prior to the Annual Meeting, a candidate dies or withdraws his or her candidacy in writing, an announcement shall be made at the Annual Meeting, prior to the election of candidates, and all votes cast for such candidate shall not be counted.

C. All those who have appeared as potential candidates before the Nominating Committee shall be notified of the decision of the Nominating Committee within three (3) days after the decision.

D. Independent nominations for election to the Board of Directors must be submitted in writing to the Secretary of the Board not less than twenty-five (25) days prior to the next Annual Meeting in order to appear on the ballot.

E. Candidates may signify their desire to be write-in candidates at any time up to and including the day of the election meeting.

F. Upon receipt of the list of candidates from the Nominating Committee and independent nominations, the Secretary of the Board shall combine the names into one list and shall mail a list of each nominated person to the Membership of the Club and the POA not less than twenty (20) days prior to the next Annual Meeting. The list of candidates shall specify

which candidates were submitted by independent nomination. Candidates shall be listed in random order.

Section 10 Payment of Dues, Assessments and Other Indebtedness

10.01 Annual Charges

Dues, assessments, locker rental, bag storage, cart storage fees, trail fees and taxes are annual charges, payable in advance. Unless determined otherwise by the Board of Directors, these charges will be billed not later than October 1st, and are payable by November 1.

Member admitted after the beginning of the fiscal year shall pay dues and all other annual charges for that year on a pro-rata basis for the remaining months in that fiscal year.

10.02 Assessments

The Board of Directors shall levy a general operating deficit assessment against all Members in an amount not to exceed \$500 each in any fiscal year and may prescribe the time and manner of payment thereof. The Board of Directors may levy a capital assessment, for items not provided for in the current budget, up to a sum of \$300 per Member. Capital assessments greater than \$300 per annum per Member may be imposed only by a vote of the Membership at an annual or special meeting of the Membership of the Club called for that purpose, provided that notice of the proposed consideration of the assessment shall be contained in the notice of the meeting and said assessment is approved by 60% of the Members voting either in person or by absentee ballot. Failure to pay an assessment shall be treated in the same manner as failure to pay an installment of dues.

10.03 Debt Service

The Board of Directors shall be authorized and required to determine the amounts necessary to pay interest, amortization, and any other charges pursuant to the terms and obligations of any and all mortgages and indebtedness on the property of the Club; and the Board shall charge each Member a proportionate share thereof and add such charges to the annual dues payable by each Member.

10.04 Taxes

There shall be added to all fees, dues, and other Club charges all federal, state, and municipal taxes which may be levied or assessed against the same and the Members shall pay such taxes. If any such tax has not been charged and subsequently shall be found to be due, each Member shall pay the amount of tax due based on the amount of fees, dues or other charges accrued by such Member.

10.05 Delinquency

Any Member who fails to pay a dues installment or assessment or other charges as determined by the Board of Directors shall be considered delinquent on the first day of the next ensuing month and shall be notified of such failure by mail to the address shown on the records of the Club. If payment is not received within 15 days after receipt of such mailing, such Membership shall be automatically suspended.

If a Member fails to pay any dues installment, assessment or other charges when due, the Board of Directors may accelerate the remaining installments for the fiscal year upon written notice thereof to the Member and thereupon, the unpaid balance shall become due and payable on the date stated in the notice, but not less than fifteen (15) days after delivery of such notice to the Member and interest shall accrue on such amount from the date that such payment shall become due at the highest lawful rate.

If a Member is more than 90 days delinquent in paying any assessment, fee, fine, or other monetary obligation due to the POA, the Club shall automatically suspend the rights of the Member, 15 days after delivery of a written notice by mail to the Member.

In any legal proceedings instituted by the Club to collect unpaid dues, assessments or other charges, the cost of collection, including reasonable attorneys' fees, shall be paid by the Member.

10.06 Charges for Social/Tennis Members

Charges for bond, dues, operating assessments, capital assessments, and all other fees and charges for Social/Tennis Membership will be fixed at sixty (60%) percent of the amount charged for Full Golf Resident and Non-Resident Memberships. Notwithstanding the foregoing:

A. Social/Tennis Members are responsible for one hundred percent (100%) of assessments in effect on the effective date of these amendments, including without limitation Project 2000 assessments; and

B. Social/Tennis Members are responsible for one hundred percent (100%) of dining room Service Fees and applicable dining room minimums.

Section 11 Miscellaneous

11.01 Mortgages and Liens

A. The Board of Directors may not encumber the real properties of the Club except with the approval of 60% of the Membership voting in person or by absentee ballot, at a special meeting called for that purpose.

B. Except as expressly provided in Bylaw 6.02 (N), the affirmative vote or written consent of three-quarters (3/4) of the Members of the Club entitled to vote shall be required to sell any of the real property of the Club, except that the Board of Directors shall have the right to refinance, modify, renew, or extend an existing mortgage, loan or encumbrance in an amount no greater than the existing obligations, with a suitable lending institution.

11.02 Dissolution

The Board of Directors may not order a dissolution of the Club except with the approval of 75% of the Membership voting in person or by absentee ballot at a special meeting called for that purpose.

In the event of the dissolution of the Club in any manner or for any cause, the property and assets of the Club shall be applied first to the payment of its just debts and obligations, and secondly to the payment of all redemption values of outstanding certificates and other obligations to the Members, if any, and then to the Member according to their respective pro-rata percentages (as set forth in Sections 4.01 and 4.02 hereof) on the date of such dissolution in good standing at said time. Only Members shall be entitled to such final payment and distribution.

11.03 Amendments

The By-Laws of the Club may be modified, altered, or amended by a sixty percent (60%) vote of the Members of the Club present in person or by absentee ballot at any meeting of the Membership or at an adjourned session thereof.

Amendments to the By-Laws may be proposed by the Board of Directors or by at least one hundred (100) Members of the Club, and must be posted on the bulletin board of the Club and such notice mailed to the Members at least three (3) weeks before the meeting they are to be presented for consideration.

11.04 Indemnification

The Club shall indemnify and hold harmless each person who shall serve as Director, officer or committee member and their heirs, executor and administrators from and against any and all claims and liability to which such person shall become subject by reason of his office or position or by reason of any action alleged to have been taken or omitted by him and shall reimburse each such person for all legal and other expenses incurred by him by reason of any such claim or liability, provided, that no person shall be indemnified and reimbursed for any expenses incurred in connection with any claim or liability based upon dishonesty if a judgment or final adjudication establishes that acts of active and deliberate dishonesty were committed or attempted with actual dishonest purpose and intent and were material to the cause of action so adjudicated.

11.05 Use of Pronouns

As used herein, the masculine pronoun will refer to the feminine pronoun and vice versa.