

BYLAWS OF SKY VALLEY CLUB, INC

Section 1.1. Name. The corporate name of this club shall be SKY VALLEY CLUB, INC., hereinafter referred to as the "Club", but it shall operate under the name of Sky Valley Club.

Section 1.2. Purpose. This association is a nonprofit, taxable corporation for social purposes organized under the laws of the State of Georgia, the profits from which shall inure to the benefit of no individuals. The purpose of the Club shall be to own, operate and maintain the golf course, clubhouse and other related facilities on the premises of the Club located within the City of Sky Valley, Rabun County, Georgia, for the social benefit of its members and to promote social activities for its members. No member shall individually have any right to the assets of the Club. No dividends shall be declared to its members.

Section 1.3. Bylaws Govern. The Bylaws, to the extent consistent with the Articles of Incorporation and applicable statutory law, shall govern and control the corporation and all functions of the Club.

ARTICLE 2.

PROPERTY.

Section 2.1. Property. The property of the Club shall consist of the clubhouse, golf course, cart barn, cart paths, parking lots, practice range, practice green, maintenance facility, and surrounding real property owned by the Club, together with such other property and facilities as may be necessary for its purposes.

Section 2.2. Liability. The Club will not be responsible for the loss or damage to property received or held on the Club premises for members, guests or visitors. The Club will not be responsible for errors, mistakes or dishonesty of messengers or other employees for the loss or damage of any property entrusted by the members or guests. No member shall have a right of action against the Club or any of its Officers, Directors or members to recover losses or damage for injuries to the person or property of such members or guest due to negligence of any of its Officers, Directors or employees. Acceptance or continuance of membership of any member shall, so far as permitted by law, be a waiver and surrender of any such right or action.

Section 2.3. Members' Responsibility. Members must pay for all breakage or damage to Club property caused by them, their family members, or guests.

Section 2.4. No Property Rights in Members. 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 Articles of Incorporation of the Club or these Bylaws.

ARTICLE 3.

MEMBERS

Section 3.1. Classes. The membership is divided into classes as set forth in Article 8. Only owners of Founding Memberships shall have the right to vote on matters pertaining to the Club as set forth herein. Only Founding Members shall be eligible to hold office. Dues are to be established by the Board of Directors.

Section 3.2. Annual Meeting of Members. For the purpose of electing directors and for transacting such other business as may be properly brought before the Annual Meeting under the provisions of these Bylaws, an Annual Meeting of the members entitled to vote shall be held in June of each year on a day and at a time established by the Board of Directors. Notification of the location of the meeting shall be sent out to all Founding Members two weeks prior to the meeting. Once the clubhouse is functioning the meetings shall be held in the clubhouse.

Section 3.3. Special Meetings of Members. Special meetings of the members entitled to vote may be called at any time by (i) the President, or (ii) in the absence of the President, by the Vice President, or (iii) by the Board, or (iv) by not less than thirty-five (35) Founding Members entitled to vote.

Section 3.4. Notice. Notice of the annual meeting shall be posted in the clubhouse or other place as established by the Board for fifteen (15) days prior thereto, and the Board shall cause notice of the meeting to be mailed to the members entitled to vote at their last known address within the time limits noted below. Notice of an annual meeting and notice of any special meeting shall be mailed to the members entitled to vote stating the place, date and time of such meeting. Such notice shall be mailed not less than fifteen (15) days nor more than thirty (30) days before the meeting. Notice of any annual meeting shall include the names of the nominees to the Board made by the Nominating Committee. Notice of any special meeting shall specifically state the business to come before such meeting, and no other business than that set forth in the notice shall be transacted.

Section 3.5. Mail Procedure. Any notice to a member required by these Bylaws to be mailed shall be deposited in the United States mail, first class postage prepaid, addressed to the member at the member's address as recorded by the member with the Secretary and appearing on the records of the Club. When the records show two addresses for a member, the permanent (winter) address shall be used unless the member shall have advised the Secretary, in writing, of a period or periods during which the summer address is to be substituted for all notice purposes.

Section 3.6. Quorum and Voting. A quorum at any meeting of the members entitled to vote shall be one-third (1/3) of the members entitled to vote. A quorum is deemed to be present

at the beginning of the meeting. Unless otherwise provided by these Bylaws or by law, action to be taken by members entitled to vote shall be by majority vote of those members present at any meeting or absentee ballot if authorized hereunder. If less than a quorum is present, any meeting may be adjourned from time to time until a quorum shall be present. When members of the board of directors are to be elected, each Founding Member shall be entitled to one vote for each vacancy, and the candidates receiving the highest number of votes shall be deemed elected. If there is a tie vote for the last vacancy to be filled, there shall be one run-off election and if there is still a tie, the issue shall be decided by lot. There shall be no cumulative voting.

Section 3.7. Voting Qualifications. Only Founding Members who are in good standing shall be entitled to vote at any meeting of members. Each such Founding Member in good standing shall be entitled to one vote per membership in person or by absentee ballot (where applicable) on such matters, resolutions or elections as are submitted to the vote at the meeting. No member whose house account, dues or other indebtedness to the Club is delinquent, as provided in these Bylaws, shall have the right to vote upon any question arising at any meeting of the members.

Section 3.8. Limitations on Voting. The following matters shall require the affirmative vote of at least 60% of all Founding Members: (i) to liquidate, merge or consolidate the Club; or (ii) to sell or mortgage the Club's principal assets.

Section 3.9. Absentee Ballot. In the event any Founding Member is unable to be at a regular or specially called meeting at which a vote is to be taken on any issue which is subject to vote by absentee ballot hereunder, the Founding Member who is unable or does not desire to attend the meeting may vote on such issue by absentee ballot, which must set forth the issues(s) to be voted upon. Such absentee ballots will be available to be cast at the Club office for the voting member who wishes to vote absentee. Such absentee ballots shall be available from the date of notice of the meeting until the close of business the day before the meeting. Absentee ballots may only be used to vote on matters specifically hereunder specified for voting upon by absentee ballot or specifically approved by the Board for voting upon by absentee ballot. Voting by proxy shall not be permitted.

Section 3.10. Operations Assessments. The Board of Directors shall have the power to make assessments of Founding Members, subject to the affirmative vote of a majority of those Founding Members voting and constituting a quorum.

Section 3.11. Capital Assessments. All capital assessments of Founding Members require approval of the Board and the affirmative vote of a majority of those Founding Members voting and constituting a quorum.

Section 3.12. Special Assessments. Special assessments may be levied only after approval by a majority of the Founding Members present at an annual meeting or a special meeting of the Founding Members called for the purpose of considering such a recommendation by the Board.

Section 3.13. Dues. Any Founding Member subject to the payment of dues as provided in these Bylaws shall pay such periodic dues as may be set from time to time by the Board, taking into account the costs of operation of the Club; provided, however, that without the approval of the Founding members voting and constituting a quorum dues chargeable may not be increased in any twelve month period by more than 10 percent of the regular monthly dues in effect at the time of the proposed increase. Increases in dues from time to time shall apply to all dues paying members of the Club.

Section 3.14. Rules of the Meetings. The Board may adopt such rules and regulations for the conduct of their meetings and meetings of Club members and the general management of the Club as they deem proper. Generally, meetings of Members Entitled to Vote shall be conducted in a democratic way that reasonably allows open discussions in accord with reasonable Rulings made by the President or presiding officer whereby the majority has the right to decide and the minority has a right to be heard. The Board may authorize committees of the Club as may be helpful in the transaction of business.

Section 3.15. Conduct of Meetings. The conduct of all membership meetings shall be governed by the rules and policies as adopted by the Board of Directors except as they may conflict with these Bylaws, in which case these Bylaws shall prevail.

Section 3.16. Contract. Each member shall be subject to these Bylaws. Acceptance of the Bylaws, and all other Club Rules and Regulations, current and hereafter to be made, shall be considered an essential part of the contract of membership between each member and the Club.

ARTICLE 4.

Board of Directors.

Section 4.1. Structure and Election. The Board of Directors shall consist of nine (9) persons, all of whom shall be Founding Members. Initially eight (8) directors shall be as designated in the organizational minutes of the Club and one (1) director shall be designated by the organizational directors. Three (3) members of the initial Board of Directors shall serve until the Annual Meeting in June, 2014, another three (3) members of the initial Board of Directors shall serve until the Annual Meeting in June, 2015, and another three (3) members of the initial Board of Directors shall serve until the Annual Meeting in June, 2016. Any vacancies among the initial members shall be filled for the unexpired term of the vacated member by appointment by the Board of Directors. Beginning with the Annual Meeting to be held in June of 2014, three (3) persons, all of whom shall be Founding Members, shall be elected as directors by the Founding Members who are in good standing. Each election of directors shall consist of three (3) directors elected for a three (3) year term. The directors shall be elected at the Annual Meeting of the members entitled to vote from among the nominees of the Nominating Committee, including those nominated by petition. No more than three (3) directors may be elected during any one year, except to fill unexpired vacancies. No director shall receive any remuneration for his or her official services.

Section 4.2. Powers. The Board of Directors shall have the overall responsibility for the management of the Club and shall have the power to do any and all lawful acts in behalf of the Club except those which are contrary to the Articles of Incorporation or these Bylaws or which are reserved to those members.

Section 4.3. Meetings. The Annual Meeting of the Board shall be held immediately following the Annual Meeting of the members entitled to vote, at a place to be designated by the Board, and Special Meetings of the Board may be held a such other times and places as may be set by the Board or called by the President or any three (3) directors on at least five (5) days notice, unless all directors waive notice of the Special Meeting. Meetings may be held by conference call, or resolutions may be adopted by the directors unanimously signing consents thereto, without the necessity of an actual meeting. In the absence of the President or Vice President, those present at a Board meeting may elect a chairperson of the meeting to preside. A quorum shall consist of a majority of the Board.

Section 4.4. Minutes. All actions of the Board shall be reflected in the minutes prepared by the Secretary, or in his or her absence, by an Assistant Secretary or by a temporary Secretary elected at the meeting.

Section 4.5. Removal. Any director may be removed by the unanimous action of the remaining members of the Board when, in their judgment, the best interests of the Club and its members require such action. A director must remain in good standing as a member of the Club in order to remain a director.

Section 4.6. Vacancies. Beginning in June, 2014, in the case of a vacancy on the Board, the Board shall fill such vacancy by appointment. The appointment shall be for the period of time remaining until the next Annual Meeting of the members entitled to vote, at which time any vacancy for which an unexpired term remains shall be filled by election. If any member of the Board is absent from three consecutive Board meetings, the Board may remove the director from the Board and declare a vacancy.

ARTICLE 5.

OFFICERS

Section 5.1. General. The officers of the Club are required to be members of the Board and shall be elected by the Board at its Annual Meeting to serve for a one (1) year term and until the respective officer's successor has been elected. No elected officer shall receive any remuneration for his or her official services nor be an employee of the Club.

Section 5.2. Removal. Any officer may be removed by the unanimous action of the remaining members of the Board when, in their judgment, the best interests of the Club and its members require such action.

Section 5.3. President. The president shall be the chief executive officer of the Club

and shall perform all the duties delegated and authorized him by the Board. The president shall preside at all meetings of the members entitled to vote and of the Board. The President shall be an ex officio member of all committees.

Section 5.4. Vice President. The Vice President shall perform all duties of the President in the absence of the President and, in the event the office of President becomes vacant, the Vice President shall succeed to the office of President for the unexpired term of the President. The Vice President shall perform other such duties as may be assigned to the Vice President from time to time by the President of the Board.

Section 5.5. Secretary. The secretary shall keep the minutes of the meetings of the members entitled to vote and of the Board and shall have custody of the Club's seal, charter, Bylaws, membership records and other records. The Secretary, with the President, shall sign all certificates and shall perform such other duties as are assigned to the Secretary by these Bylaws or as may be assigned to the Secretary by the President or the Board.

Section 5.6. Treasurer. The Treasurer shall be responsible to see that all funds are accounted for and disbursed as may be authorized and directed from time to time by the Board and that accurate, full and detailed records are maintained of the receipt and disbursement thereof. Such accounts and financial records of the Club shall be subject to the inspection of the Board at any time. The Treasurer shall make a full report of the financial condition and affairs of the Club at each annual meeting of the members entitled to vote and shall perform such other duties as may be assigned to the Treasurer from time to time by the President or the Board.

Section 5.7. Assistants. The Board, in its discretion, may elect such assistant secretaries and assistant treasurers and delegate to them such authority of the Secretary or Treasurer as may deem advisable and in the best interest of the Club.

Section 5.8. Vacancies. In case of a vacancy in the office of an officer, the Board shall fill such vacancy by appointment.

ARTICLE 6.

COMMITTEES.

Section 6.1. Appointment. The Board shall appoint and define the duties of such committees as in its sole discretion are deemed appropriate, but such committees shall include a Finance Committee and a Nominating Committee, both of which shall be constituted as set forth in the following sections. The President, with the approval of the Board, shall appoint a Nominating Committee no later than March 1 of each year, to serve a one year term. The chairman of each committee except the Nominating Committee, shall be appointed by the President.

Section 6.2. Finance Committee. The Finance Committee shall consist of at least three Founding Members. The Finance Committee shall advise the Board and General Manager of the

financial affairs of the Club and shall recommend to the Board and the General Manager financial policies to be followed by the Club. The Finance Committee shall meet at least quarterly to review the current financial condition and financial statements of the Club, and the committee chairperson shall make a complete report to the Board at each of its regular meetings. The Treasurer shall be a member of and chairperson of the Finance Committee. Prior to the end of each fiscal year, the Finance Committee will review the operating budget and the capital expenditure budget prepared by the General Manager for the following fiscal year and make its recommendations to the Board concerning the proposed budgets.

Section 6.3. Nominating Committee. The Nominating Committee shall consist of five Founding Members, at least one of whom shall be a Board member whose term is expiring. The Nominating Committee shall be appointed no later than March 1 of each year, to serve a one year term. The Nominating Committee shall elect its own chairperson. The Nominating Committee shall dutifully consider the names of all Founding Members submitted or suggested to it as possible nominees. The Nominating Committee shall by April 1 of each year, submit its list of one (1) nominee for each upcoming vacancy on the Board of Directors, and the chairperson of the Nominating Committee shall cause the list of nominees to be posted on the Club bulletin board by April 1 of each year. Names of additional nominees may be submitted to the Nominating Committee by petition. Such petitions must include the nominee's agreement to serve and a resume, and must be supported by at least twenty (20) signatures of Founding Members in good standing. All such petitions must be submitted by April 25 of each year. The names of members nominated by petition shall be added to the initial list of nominees and the final list of nominees for the upcoming vacancies on the Board of Directors shall be submitted by May 1 of each year. The Chairperson of the Nominating Committee shall cause the final list to be posted on the Club bulletin board by May 1 of each year. The Nominating Committee may not add additional nominees of its own after its submission of the initial list. No more than one nominee may be submitted on any one petition.

Section 6.3.1. Nominations. The above provisions are the only means by which a nomination for the Board can be made.

ARTICLE 7.

GENERAL MANAGER.

Section 7.1 Duties and Responsibilities. This Article shall be applicable in the event that the Board hires a General Manager for the Club. The General Manager shall direct the affairs and operations of the Club; and hire, supervise, evaluate, discipline and discharge all other Club employees, subject to, and in accordance with, the policies established by the Board. The General Manager shall be responsible for enforcement of the Club Bylaws, rules and policies during the operating hours of the club. The President will exercise supervisory authority over the General Manager. At least two months before the end of the fiscal year, the General Manager shall prepare a proposed operating budget and proposed capital expenditure budget for the Club, which budgets shall be reviewed by the Finance Committee and shall be subject to the approval

of the Board. The General Manager shall be authorized to incur expenses in accordance with the approved budgets or as otherwise directed by the Board, and such budget shall be mailed to the members after its approval by the Board. The General Manager may attend all meetings of the Board and of all committees other than the Nominating Committee. The General Manager shall make reports of the operations and affairs of the Club to the President, to the Board and to meetings of the members, as requested by the President.

Section 7.2. Bond of the General Manager. The General Manager and other employees shall be bonded to the extent and in the manner deemed necessary.

ARTICLE 8

MEMBERSHIPS

Section 8.1. Invitation. Admission to membership shall be exclusively by invitation of approved by the Board. The Board shall consider only the advantages to the Club and the candidate's potential for affinity, congeniality and shared social values with the members.

Section 8.2. Transfer; Redemption. Founding memberships in the Club are transferable, assignable or alienable only in the way as provided in this Article. There shall be no redemption by the Club until such time that the Club has achieved its maximum capacity and only then shall the Board consider such redemption.

Section 8.3. Change of Membership. The Board shall from time to time establish policies, rules and regulations controlling the transfer of membership from one membership classification to another, and controlling the payment and adjustment of membership fees, dues, assessments and other charges upon such transfer.

Section 8.4. Member Classifications. Members shall be classified as Founding Members, Social Members and such other classifications as established and approved by the Board of Directors. The privileges, initiation fees, dues and assessments of each class of member shall be fixed and determined by the Board from time to time, but subject to and consistent with the provisions of these Bylaws.

Section 8.5. Founding Members. Founding Members shall each own ten (10) shares of the Stock of the Club, which shall be purchased from the Club in return for a capital contribution of \$10,000.00 upon acceptance for membership. The Stock will be part of each Founding Member's membership in the Club and cannot be separated from such membership in the Club. A Founding Member shall have the right to transfer or sell his membership, which must include the Stock, subject to the approval by the Board of the proposed transferee for membership in the Club. There shall be a maximum of one hundred (100) Founding Members, **[subject to increase of the maximum number by amendment of these Bylaws.]** A Founding Membership may be owned jointly by spouses or by an individual, as well as by a corporation, partnership, trust or other entity so long as a single individual who is approved by the Board is designated as the

person to act as the de facto member.

Section 8.6. Inactive Status. A member may request in writing to the Board to be placed on inactive status. For good cause shown and upon two-thirds (2/3) approval of the Board, the Board may grant such request subject to the published Rules of the Club then in effect governing such status and such other restrictions or limitations as the Board in its discretion may deem appropriate under the circumstances.

Section 8.7. Resignations. All requests for resignations must be in writing and addressed to the Board. The Board must approve all resignations. A request for resignation received by the Club after the first day of the month shall not relieve the member from the payment of dues for that month. All debts and obligations (including penalties) owed to the Club by a member and not paid by the end of the month during which his resignation is accepted shall bear interest at the legal rate, beginning on the first day of the month next succeeding the month during which the member's resignation is accepted. Any member who resigns or is terminated shall tender all Stock Certificates then held by the member, and the Club shall cancel said Stock. All charges of the resigning or terminated member, such as dues, assessments, golf fees, and all other similar charges shall be payable for the entire month during which the resignation is accepted or in which the termination occurs.

Section 8.8. Stock. All Stock issued by the Club shall be issued and accepted by the Founding Member with the understanding and the obligation on the part of the Founding Member that such Stock may not be resold except as provided herein. The price to be received shall not exceed the price paid per share by such member, and the acceptance of the Stock Certificate by the member shall be tantamount to the agreement on the member's part of a charge of no more than the price paid per share by such member for such Stock. The acceptance of any of the privileges of Founding membership by any person shall constitute an agreement by such person to abide by all of the terms of these Bylaws. No Founding Member shall have the right to pledge, encumber, assign, or sell the Stock unless otherwise specified in these Bylaws. Any attempt to do so shall not be recognized by the Club and may, at the option of the Board, be treated as a request for resignation.

ARTICLE 9.

PRIVILEGES OF MEMBERSHIP

Section 9.1. Privileges of Founding Members. Founding Members shall be entitled to special rates for golf, food and beverages, merchandise and use of amenities, such rates to be uniform for all Founding Members and to be established by the Board. **[The aggregate benefit of such special rates shall have a potential value of at least \$600 annually.]**

Section 9.2. Privileges of Membership. The membership rate for golf, food and beverages, and use of amenities shall be extended to the members' children or step children and their spouses and children, grandchildren provided that they are not residents of Rabun County

or reside within a 30 mile radius. Household guests shall receive a special rate to be determined by the Board.

Section 9.3. Lessees. No privileges of membership may be extended by any member to any lessee of real property in Sky Valley or elsewhere.

ARTICLE 10.

DELINQUENCY.

Section 10.1. Delinquent Accounts. If any member fails to pay his or her dues, authorized assessments or accounts due the Club by the date of the next billing, the member will be deemed delinquent. Such succeeding billing shall contain an appropriate notification of the delinquency and a notice that if not paid within thirty days thereafter, the delinquent member's privileges will be suspended and the fact of such suspension posted on the Club bulletin board. If the payment is not made within said thirty days, the member's privileges will be automatically suspended and the posting made. In addition, a penalty of \$5.00 or five percent of the delinquent amount whichever is greater, shall be levied by the Club each month or portion thereof in which the account remains delinquent, beginning on the day following the date the account became delinquent. If a member's indebtedness to the Club is not paid within sixty days of the date of suspension, the Club management shall mail to the member (by U.S. Certified Mail, return receipt requested, and addressed to the delinquent member at the member's last address carried by the Club), a notice that the member's membership will be forfeited if the indebtedness is not paid within thirty (30) days of the date the certified notice was so mailed to the delinquent member. If the indebtedness is not paid within the thirty day period, the membership will be deemed forfeited to the Club. The Club will not be required to pay any amount of money to the delinquent member for the membership and the delinquent member shall have no further interest in the Club. The delinquent member shall pay the Club all reasonable attorney's fees and costs, if any, that arise out of or in connection with any such matter.

Section 10.2. Continuation of Dues. If any of the Club facilities are unavailable for membership use due to fire, casualty or other similar occurrence beyond the Club's control, each member will continue to be liable for the payment of all the member's dues, authorized assessment and accounts due the Club.

ARTICLE 11.

SUSPENSION AND EXPULSION

Section 11.1. Automatic Suspension. As provided in Section 10.1, any member may be suspended or expelled automatically, without action by the Board, for nonpayment of indebtedness to the Club.

Section 11.2. Suspension for Cause. For cause, and by a two-thirds vote of all the Directors, the Board may suspend, expel or take other appropriate action (including, but not

limited to, fines, reprimands or censure) against a member. The term "cause" shall include, but not be limited to, conduct on the member's part (i) that is likely to endanger the welfare, good order, peace, interest or character of the Club; or (ii) which tends to injure the Club materially or to injure its reputation; or (iii) which is contrary to and destructive of the purposes for which the Club was organized.

Section 11.3. Hearings. A hearing by the Board shall be required for suspension, expulsion or other action taken for cause against a member. Notice in writing of such hearing stating the grounds for the proposed suspension, expulsion or other action and notifying such member of the right to be heard, in person or by a representative, must be delivered to the member or mailed to his or her last address carried in the records of the Club at least five days before such hearing is scheduled. The Board, by two-thirds vote of all the Directors, may rescind any suspension, expulsion or other action and reinstate the member, with or without conditions, at its discretion.

Section 11.4. Appeal. Any member may appeal from any Board action by written notice to the general membership at the next annual meeting of the general membership called for that purpose. The notice of appeal must be delivered to the Club office within ten (10) days after notice of such action by the Board. If a fine has been imposed, payment thereof shall constitute a condition precedent to the right of appeal.

Section 11.5. Period of Suspension. During a period of suspension, the suspended member shall continue to be responsible for applicable dues and assessments but shall not have any Club privileges. If a member is ordered suspended or expelled by the Board and upon appeal to the general membership the Board's decision to suspend or expel the member is overturned, then a condition precedent to the reinstatement shall be the immediate payment of all dues and assessments applicable to the period of suspension or temporary expulsion.

Section 11.6. Consequences of Expulsion. If a member is expelled from the Club, his membership shall be deemed forfeited to the Club, the Club will not be required to pay any amount of money to the expelled member for the membership, the expelled member shall have no further interest in the Club, and the expelled member shall pay the Club all reasonable attorney's fees and costs, if any, that arise out of or in connection with such matter.

Section 11.7. Resignation during Suspension. If a member has been suspended but not expelled, and provided his membership has not been forfeited to the Club, the member may, upon full payment of all dues, fees, assessments and accounts owing to the Club, resign from membership in strict accordance with the provisions of these Bylaws and the policies, rules and regulations of the Board.

ARTICLE 12.

INDEMNIFICATION.

Section 12.1. Right to Indemnification. The Club shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Club) by reason of the fact that he/she is or was a Board member, officer, employee or agent of the Club, or is or was serving at the request of the Club as a board member or committee member, officer, employee or agent of another club, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit or proceeding if he/she acted in a manner he/she reasonably believed to be in or not opposed to the best interest of the Club, and with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful. The Club shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit, by or in the right of the Club to procure a judgment in its favor, by reason of the fact he/she is or was a Board member, employee, or agent of the Club, or is or was serving at the request of the Club as a board member, employee or agent of another club, partnership, joint venture, trust or other enterprise against expenses (including attorney's fees) actually and reasonably incurred by him/her in connection with the defense or settlement of such action or suit if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interest of the Club and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his/her duty to the Club unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which the court shall deem proper.

Section 12.2. Indemnity Against Expenses. To the extent that a Board member, officer, employee or agent of the Club has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 of this Article, or in defense of any claim, issue or matter therein, he/she shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him/her in connection therewith.

Section 12.3. Determination of Indemnification. Any indemnification under Article 12 (unless ordered by a court of competent jurisdiction) shall be made by the Club only as authorized in a specific case upon a determination that indemnification of a Board member, officer, employee or agent is proper in the circumstances because he/she has met the applicable standards of conduct as set forth in Section 1. Such determination shall be made (1) by the Board, by a majority vote of a quorum consisting of Board members who were not parties to such action, suit or proceedings or (2) if such quorum is not obtainable, or even if obtainable, as a quorum of such disinterested Board members so directs, or by independent legal counsel under written opinion.

Section 12.4. Payment of Expenses in Advance. Expenses incurred in defending a civil

or criminal action, suit or proceeding may be paid by the Club in advance of the final disposition of such action, suit, or proceeding, as authorized in a specific case upon receipt of an undertaking by or on behalf of the Board member, officer, employee, or agent to repay such amount unless it shall ultimately be determined he/she is entitled to be indemnified by the Club as authorized in Section 1.

Section 12.5. Not Exclusive Indemnification Rights. Indemnification provided for in this Article shall not be deemed exclusive of any other rights, in respect of indemnification or otherwise, to which those seeking indemnification may be entitled under any other Bylaw or resolution. This provision shall apply both as to action by a Board member, officer, employee or agent in his/her official capacity and as to action in another capacity while holding such office or position. Indemnification provided or authorized shall continue as to a person who ceased to be an officer, employee or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Section 12.6. Independent and Severable. The provisions of this Article 12 and the several rights to indemnification created hereby are independent and severable and in the event any such provision or right shall be held by a court of competent jurisdiction in which an action relating to such provisions or rights is brought to be against public policy or otherwise to be unenforceable, the other provisions of this Article 12, shall remain enforceable and in full effect.

Section 12.7. Insurance. The Board may authorize, by vote of the majority of the full Board, the Club to purchase or maintain insurance on behalf of any person who is or was an officer, employee, committee member, or agent of the Club, or is or was serving at the request of the Club as an officer, employee or agent of another club, partnership, joint venture, trust, or other enterprise, against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his/her status as such, whether or not the Club would have the power to indemnify him/her against such liability under such provisions of Article 12.

ARTICLE 13.

CLUB RULES

Section 13.1 Board Rules. The Board of Directors shall have the power to make Club Rules governing members, guests, officers, committees and employees not inconsistent with these Bylaws or the Articles of Incorporation. Such Club Rules adopted by the Board shall be certified by the Secretary and disseminated to the membership. The General Manager and the Board shall be primarily responsible for enforcement of all Club Rules.

Section 13.2. Alcohol. Management and staff will be instructed not to serve alcoholic beverages to an intoxicated person. Under no circumstances will minors be permitted to purchase or consume alcoholic beverages on Club premises. Any sale of alcohol must comply with all applicable laws.

ARTICLE 14.

AMENDMENTS.

Section 14.1. Method of Changing. These by-laws may be amended, added to or repealed, in whole or in part, at any regular or special meeting of the members entitled to vote, provided notice of the intention to do so shall have been given to all members entitled to vote at least thirty (30) days but not more than fifty (50) days prior to such meeting. Such notice shall specify by number the section or sections to be repealed or amended, with an outline of the purpose to be accomplished by the proposed addition or amendment. Action under this Article shall require approval by a majority of the Founding Members, which approval shall be by vote by Founding Members present in person or by absentee ballot.

Section 14.2. Notice of Changes. A copy of all amendments and additions to these Bylaws hereinafter adopted and notice of the repeal of any of these Bylaws shall be mailed or otherwise delivered to every Founding Member of the Club within thirty (30) days after such adoption or repeal unless previously delivered to each of them.

Section 14.3. Interpretation of the Bylaws. The interpretation of these Bylaws shall rest with the absolute discretion of the Board and shall be final and binding on all members unless and until superseded by a majority vote of all Founding Members entitled to vote.