



Established 1964

# **RULES AND BY-LAWS**

**October 1, 2006**

## **RULES OF BERKELEY HILLS COUNTRY CLUB**

These rules are designed to insure the enjoyment of the entire membership and the proper use of the Club facilities. They shall not be waived, suspended or altered in any manner except by action of the Board of Governors. Notice of all changes in the Club rules shall be posted in the clubhouse and also be highlighted to the membership in the BERKELEY BULLETIN.

### **GENERAL RULES**

#### **1. HOURS AND HOLIDAYS**

- (a) The Club shall be open daily except on Monday.
- (b) If a designated holiday falls on Monday, the Club shall be open on Monday and closed on Tuesday. Designated holidays are Memorial Day, July 4th and Labor Day.
- (c) The Club shall be closed from 2 p.m. Christmas Eve through Christmas Day.
- (d) The Club shall be closed on Thanksgiving Day and New Year's Day with the exception of the golf course, which shall be open until 2 p.m.
- (e) In the event that Christmas Day and New Year's Day fall on Sunday and are observed on Monday, the Club shall be open on Monday and closed on Tuesday.
- (f) The hours pertaining to individual departments of the Club are published in their respective sections.

#### **2. GUESTS**

A member shall be entitled to entertain his guest(s) at the Club in accordance with the accompanying House, Golf, Tennis and Swim Rules. A member shall be responsible for the conduct and charges of his guest(s).

#### **3. RESPONSIBILITY AND LIABILITY**

- (a) The Club assumes no responsibility for the personal property of any member or guest except for valuables, which have been properly deposited and stored at the office or Golf Shop according to established procedures.
- (b) The Club assumes no responsibility for any accident resulting from the use of Club facilities.
- (c) A member shall be liable for any damage or loss, which he or his dependents or guest(s) caused to Club property.

4. Signs or notices shall not be posted on Club property without approval. Posting is allowed on bulletin boards only.

5. Food, refreshments or beverages shall not be consumed on Club property unless purchased from the Club.

6. Animals are prohibited on Club property except animals assisting people with special needs.

7. Calls may be made from the clubhouse phones, subject to availability. Long distance calls shall not be charged to the Club.

#### **8. LIQUOR**

- (a) All Federal, State, County and City regulations regarding the possession and consumption of all alcoholic beverages on Club property will be strictly enforced.
- (b) Only members, their wives and dependents of legal age who are entitled to use the facilities may sign for service of alcoholic beverages.

#### **9. GAMES**

All Federal, State, County and City regulations regarding gambling of any nature on Club property will be strictly enforced.

10. Raffles, advertising, solicitations nor subscriptions of a nature not pertaining to Club business shall not be permitted on Club property.
11. Equipment, furnishings or articles belonging to the Club shall not be displaced without prior approval.
12. All vehicles not parked in designated areas are subject to be towed at the owner's expense.
13. Members, dependents and guests shall not:
  - (a) Reprimand any employee.
  - (b) Give directions to an employee in conflict with Club Rules.
  - (c) Ask an employee to perform work, which may be considered of a personal nature and not in keeping with services generally rendered to all members.
  - (d) Send an employee off Club grounds.
  - (e) Offer a gratuity to an employee.
  - (f) Litter Club property.
14. Accounts unpaid will be subject to the guidelines set forth in Section 5.4 of the By-Laws.
15. **VOLUNTARY DONATIONS, BEQUESTS AND MEMORIALS**  
 In recognition of the fact that Berkeley Hills Country Club can become the centerpiece of the social life of some of our members and these members and their families have considered making a donation or bequest to the Club so that they may have a memorial on the Club grounds, the Board of Governors has provided the following guidance:

It is advisable that any member considering making a donation or bequest notify the Board of Governors in writing before sending a check or listing the bequest in a will. The member should indicate the purpose of the donation or bequest and the amount to be given. The Board of Governors will refer the request to the appropriate committee who may suggest a specific fund dependent on the size of the donation. The Board of Governors may use a portion of the funds to provide recognition to the donor and a portion toward maintenance of that recognition for an appropriate amount of time.

The Board of Governors may consider requests from members to honor or memorialize current or former members who have made significant contributions to the growth and development of the Berkeley Hills Country Club. This will be on an individual basis.

## **CLUBHOUSE RULES**

1. **HOURS**
  - (a) Winter hours for the clubhouse will be 7:30 a.m. to 8 p.m. (Friday evenings - open until 9 p.m.)
  - (b) Summer hours for the clubhouse will be 7:30 a.m. to 9:30 p.m. (Friday evenings - open until 10 p.m.)
  - (c) The Clubhouse Manager may close all clubhouse facilities at his/her discretion if unusual conditions should indicate such action is necessary.
  - (d) These hours may be amended at the discretion of the Clubhouse Manager.
2. **ROOM USE**
  - (a) The Men's Grill is reserved for men only each day during normal Club hours except for children 18 and over.
  - (b) The Mixed Grill is reserved for adults only during normal Club hours except for children 18 and over.
  - (c) The 19th Hole or dining room is reserved for members and their families during all hours of operation except in the event of a special adult function or private function.

**3. DRESS**

- (a) Dress throughout the Club is informal, unless dictated otherwise by the occasion. However, bathing attire, halters, cutoffs, tank tops, short shorts and bare feet are not permitted in the clubhouse. Dress code for Golf, Tennis and Swimming are found in the applicable activity rules.
- (b) Members wearing golf shoes shall not be permitted on the ballroom floor when the hardwood floor is exposed at any time.

**4. RESTRICTED AREAS**

- (a) Employees only are permitted in the kitchen and behind serving areas. Members are not allowed in the service department of the Club. This must be strictly observed in order to prevent interference with employees of the Club in the discharge of their duties.
- (b) Card playing shall be permitted at the Club only in the Grill unless approved by the House Committee. Games shall terminate promptly at times established for Club closing.

5. Reservations must be made through the office for any Club function. Any reservations not cancelled 24 hours prior to the day for which reservations are made will be charged to the member.

**6. CHARGES**

- (a) Members must provide his or her membership number for all purchases, including cart and greens fees, before service is obtained. In the Golf Shop, only lessons and merchandise only may be paid for in cash. On special occasions, coupon books may be purchased for use in lieu of cash.
- (b) Members are not permitted to charge on other members' accounts for services received.

**7. LOCKER ROOMS**

- (a) No one under 16 years of age will be permitted in the men's or ladies' locker rooms without the direct supervision of an adult member.
- (b) The Club does not accept responsibility for any articles placed in lockers or in storage. At the expiration of the period for which the locker has been rented, the member must remove his possessions from the locker.
- (c) Equipment other than items that can be stored in individual lockers shall not be permitted in the men's and ladies' locker rooms. Also, members shall not keep Club property in their lockers.

**GOLF RULES**

**1. HOURS**

- (a) The Golf Shop will be open from Tuesday through Sunday. April 1 to October 31, the Shop will be open from 7:30 a.m. to 7 p.m. on weekends, 8 a.m. to 7 p.m. on weekdays. From November 1 to March 31, the Shop will be open from 8 a.m. to 6 p.m.
- (b) The golf course and designated practice areas will be open for play during the hours posted in the Golf Shop. The Golf Professional or Grounds Superintendent may close the course at any time if, in their opinion, play would be harmful to the facility or dangerous to the membership.
- (c) All golf carts must be in before the time posted by the Head Golf Professional or no later than one-half hour after sundown.

**2. GENERAL OPERATING POLICIES AND PROCEDURES**

- (a) All players must register in the Golf Shop before beginning play.
- (b) USGA rules will apply at all times unless amended by local rule.
- (c) Proper golf etiquette will be observed at all times.
- (d) Sequence of play is: King to Pine to Rolling to King, etc., unless otherwise directed by the Head Golf Professional.
- (e) The Golf Professional or a member of his staff is in full charge of all golf play at all times.
- (f) Tee times will be set by the Golf Professional and the Golf Committee in agreement with the Golf Course Superintendent and will be posted on appropriate bulletin boards outside the men's and women's locker rooms, in the monthly bulletin and in the Golf Shop.

- (g) From April 1 to October 1, twosomes will not be allowed on the course on Saturday mornings or Saturday afternoons. Every effort will be made to pair twosomes with other twosomes or singles so they may play. At the discretion of the Professional Staff, a twosome may be placed at the end of regular tee times provided such a move does not interfere with the flow of play.
- (h) There will be no restrictions on twosomes between October 1 and April 1.
- (i) Fivesomes are not allowed on the course at any time.
- (j) Foursomes have priority over all other groups.
- (k) Practice is permitted only in designated practice areas.
- (l) Each player is responsible for posting his/her own score.
- (m) Each golfer must have his/her own set of clubs and bag.
- (n) No player will be permitted on the course or practice facility without the proper attire, as defined by the Golf Committee and Head Professional. All adult golfers must wear appropriate shoes. Dress code includes: no jeans or cut-offs, shirts with collar or turtleneck for men, all shorts must be no more than three inches above the knee, no tee shirts, no bathing suits or athletic shorts.
- (o) Social members (those grandfathered with golf privileges) shall be allowed to play golf once per month on Friday, Saturday or Sunday and to play unlimited golf on Tuesday, Wednesday or Thursday, both subject to paying appropriate guest fees.
- (p) Social members, Nonresident and Inactive members are not allowed to participate in any Club tournaments.
- (q) Such items as holiday tee times, weekday play/flow control, etc. shall be the responsibility of the Head Golf Professional in consultation with the Golf Committee.
- (r) Designated practice areas are considered part of the golf course.
- (s) During threatening weather and/or when lightning is present, the Golf Shop will sound the siren. At that time, all golfers must quit play and seek shelter. Failure to do so will result in a \$50 fine.
- (t) Member pedestrian traffic shall be allowed on the course from dawn until 30 minutes before the first tee time and in the evenings no earlier than 30 minutes prior to the official sunset and until dark. Non-member pedestrians are not allowed on the course at any time. For safety reasons, no pedestrian traffic shall be allowed on the golf course on Mondays at any time.
- (u) Members of record may play at any time the course is open, subject to tee time availability. (See 3.3 and 3.5 of the By-Laws.)

### 3. DESIGNATED TEE TIMES AND GENDER SPECIFIC PREFERENCES

- (a) Female Dependents
  - (1) The Board of Governors may establish starting times for golf on a gender or other similar basis. Female dependents can reserve tee times through the Golf Shop. Female golfers will have preference on the tee until 11 a.m. on Thursday and starting at 12:30 p.m. on Saturday on one nine designated by the Golf Shop. No such restrictions shall apply on weekdays, Sunday or holidays (unless the holiday falls on a Saturday in which case Saturday rules apply).
  - (2) Sign-up for the female dependents designated starting 9, on Saturday afternoons for the following Saturday play, may only be made by female dependents between 12:30 and 1p.m. After 1 p.m., any open tee times may be reserved by anyone.
- (b) Youthful Dependents
  - (1) A youthful dependent golfer is any golfer 12 through 21 (23 if full-time student) years of age. Youthful dependent golfers are permitted the use of the course in accordance with the rules as prescribed for female dependent golfers with the following exception: Any youthful dependent golfer with a posted handicap of 15 or less shall have the same golfing privileges as the member of record except for Saturday mornings. Dependents between the age of 21 and 23 will be allowed to participate in all tournaments and Club functions if eligible. Youthful dependent golfers with established handicaps of 15 or less will be allowed to play in the Club Championship. They will not be allowed to participate in functions related to the Club Championship.
  - (2) Youthful dependents on or in the vicinity of the golf course are the complete responsibility of their parents.
  - (3) Golfers under 12 years of age must be accompanied by a golfing member at all times unless otherwise approved by the Golf Professional.

#### 4. GUESTS

- (a) A maximum of three guests will be allowed in any one foursome and they must be accompanied by a member.
- (b) More than three guests per member will be considered an "outing" and will be subject to prevailing outing fees. Also, permission of the Head Golf Professional will be required before more than three guests per member can be accommodated.
- (c) An individual may be a guest a maximum of eight times per year excluding any Member-Guest tournaments. Members will be allowed a total of eight family guests in the calendar year. Guest information must be provided to the Golf Shop before play.
- (d) Guest fees will be determined by the Board of Governors and will be posted in the Golf Shop.
- (e) Guests of members may ride a cart, walk, use four-baggers or pull carts; however, the total guest fee charged to the member includes a guest fee and a riding cart charge.
- (f) Weekend/holiday rates will be in effect on all Saturdays and Sundays, as well as the following days: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day and Christmas Eve.
- (g) Inactive members will be treated as non-members and are subject to guest rules and fees.
- (h) A rain check policy for guests is as stated below. This policy will be in effect whenever
- (i) The course is closed by the Head Golf Professional or Greens Superintendent; or (ii) the siren sounds to clear the course for safety reasons.

1-9 holes played	1/2 total cart and greens fees charged will be refunded.
10-18 holes played	No refund.

#### 5. CARTS

- (a) No more than two persons are permitted to ride on a golf cart.
- (b) Keep all carts on cart paths when approaching tees or greens.
- (c) Members must adhere to all traffic indicators.
- (d) Routes around tees and greens must be followed at all times.
- (e) Carts must stay on paths when so directed by signs or the Golf Professional.
- (f) A valid driver's licence is required to operate a cart.
- (g) Any defect or damage of golf carts should be brought to the attention of the Golf Professional.
- (h) Only golf and pull carts owned by the Club shall be permitted on the course.

#### 6. MISCELLANEOUS

- (a) Generally accepted rules of etiquette, speed of play, etc. will be followed. Any questions on these subjects must be discussed with the Head Golf Professional or a member of his staff.
- (b) Local rules can be provided by the Head Golf Professional or a member of his staff.

#### 7. ETIQUETTE

- (a) Courtesy on the course:
  - (1) In the interest of all, players should play without delay.
  - (2) No player should play until the players in front are out of range.
  - (3) When appropriate, allow faster groups to play through.
  - (4) When the play of a hole has been completed, players should immediately leave the putting green and record their scores at the next tee.
  - (5) No one should move, talk or stand close to or directly behind the ball or the hole when a player is addressing the ball or making a stroke.
  - (6) The player who has the honor should be allowed to play before his opponent or fellow-competitor tees his ball.

#### 8. SPEED OF PLAY

- (a) Be prepared to play when it is your turn.
- (b) Avoid excessive practice swings.
- (c) Under cart path only conditions, always carry more than one club to ball.
- (d) If shot is off line, select several likely clubs and leave cart on path.
- (e) Rake your own bunker promptly after play.
- (f) Leave carts at rear or side of green, not in front.

- (g) Study your putt while others are putting.
- (h) After holing out, move promptly off green. Mark scorecard at next tee.
- (i) Before putting out on par 3 holes, players may elect to wave following group up.
- (j) Groups that fall behind may be asked to move back into the proper position..

**9. DAMAGE TO GREENS AND COURSE**

- (a) Sand divots.
- (b) Repair ball marks.
- (c) Rake bunkers.
- (d) Clean shoes before entering putting surface.
- (e) Retrieve tees to prevent damage to mowers.
- (f) Observe 90-degree rule.

**TENNIS RULES**

**1. GENERAL**

- (a) The Tennis Professional is in charge of all tennis programs and facilities at all times. He will have complete authority to enforce the rules, assign any courts and determine if courts are playable.
- (b) The Tennis Shop will be open at hours set by the Tennis Professional, which will be posted on the door of the Tennis Shop.

**2. OPEN PLAY**

- (a) Everyone must sign up before play.
- (b) Courts 2, 3, 4, 5, 6 and 7 are available for open play and may be reserved up to a week in advance by one of the following means:
  - (1) In person - you may sign up for a court in the Tennis Shop during the posted hours of operation.
  - (2) Phone - reservations may be made by calling the Tennis Shop during the posted hours of operation.
- (c) Reservations will be for 90 minutes during open play. You may continue play if the court is not reserved and no one is waiting to play.
- (d) Play may be limited to doubles by the Tennis Professional, if the demand for courts is high.
- (e) Unclaimed court reservations are voided 15 minutes after reserved time. (If court time is in high demand, one person will not be able to hold a court.)
- (f) Court #1 is reserved for the use of the Club Tennis Professional. Court #1 will be considered the WALK-ON COURT, but the Tennis Professional may reclaim use of the court at any time.
- (g) Guest tickets must be filled out before taking the court or disciplinary action will result. Guest fees will be set by the Board of Governors. Guests are allowed to participate in clinics, private, semi-private or group lessons.
- (h) If you have a reserved court and cannot make it at the scheduled time, please call and cancel the court so that someone else may use it.
- (i) The Club is officially closed on Mondays. The courts may be used provided all heretofore mentioned are followed.
- (j) The last tennis players to leave the courts at night are responsible for turning off the lights.

**3. ALTA AND USTA TEAM FORMATION**

- (a) The Club Tennis Professional will provide information for league play as far as format, sign-up deadlines and playing times.
- (b) Former team captains need to find a replacement captain. The new captain will contact all the former members to determine how many people will be returning to the team.
- (c) New members and people who have not played at Berkeley should sign up for a team through the Tennis Pro.
- (d) The Tennis Pro and the captains will meet well in advance of the deadline to determine who is on the team.

- (e) The Tennis Pro/Tennis Committee reserves the right to alter the team formation if it benefits the tennis program.
- (f) Non-members will only be able to play on a Berkeley team if it serves the members of Berkeley Hills; i.e.,
  - (1) If Berkeley members can field a team of ten for a USTA team or twelve for an ALTA
  - (2) All members of the team must agree to have a non-member on the team.
  - (3) Non-members will be charged a playing fee.
  - (4) A non-member will only be allowed to play one season for a Berkeley team.
- (g) It is the individual member's responsibility to sign up for a team. No member is guaranteed to be on any team.

#### 4. **TEAM OPERATION**

- (a) It is up to the team captain to submit finalized rosters, playing schedules and arrange for refreshments from the clubhouse.
- (b) Teams will arrange for practice times and for lessons, if desired, from the Tennis Pro.
- (c) Captains will be responsible for weekly lineups, playing times, travel directions and communication with the Tennis Pro.

#### 5. **TEAM COACHING**

- (a) Team coaching will be defined as working with five or more students.
- (b) Team coaching time will be at least an hour, and the minimum number of clinics will be eight for the season. Coaching time and number of clinics may be more depending on the team's wishes and the Tennis Professional's availability.
- (c) Billing for the team coaching will all be in advance. The team captain will submit a roster of those persons that are going to take clinics. The total cost will be divided among those individuals taking the clinic. Billing may be divided into two separate months on the individual's request.
- (d) Failure to attend a team coaching given by the Tennis Professional is the loss to the individual.
- (e) Make-ups for team coaching missed due to weather will be decided between the team captain and the Tennis Professional.
- (f) The team and the Tennis Professional are each allowed to cancel one regularly scheduled coaching during the season. The canceled clinic will be added on to the normal time or a different time if agreed to by the team captain and the Tennis Professional.
- (g) The team and the Tennis Professional must obtain the other's permission to cancel a second coaching during the season.
- (h) The Tennis Professional will establish, with the best interest of the Berkeley teams involved, the times that the Tennis Professional is available for team coaching.
- (i) In the event two or more teams request the same time for team coaching and cannot be settled by the team captains and the Tennis Professional, it will be settled by a lottery to determine times for team coaching. The team winning number one will have the first choice of time and the number two team and so on having the next choice of available times.
- (j) Four or less players will be considered private lessons, and they and the Tennis Professional are not bound by team coaching rules.

#### 6. **ALTA AND USTA TEAM PRACTICES**

- (a) Two courts may be reserved for two hours by each team once per week.
- (b) Team practices will be scheduled no earlier than four weeks prior to the start of the season.
- (c) The team captain will request a practice time five weeks before the season begins. If courts are not available for the time requested due to four or more teams requesting that time, the teams that had that time last season will be given priority. All other teams requesting a new time will be involved in a lottery.
- (d) Teams that know they will not be using their courts on any given week are to call the Tennis Shop to cancel.

7. **ALTA AND USTA MATCHES**
  - (a) Berkeley Hills may have as many ALTA and USTA teams as needed by the membership.
  - (b) All USTA and ALTA teams will have the use of two courts for the complete duration of a scheduled home match. Additional courts may be reserved by the respective teams three days in advance of play (NO EARLIER) if additional courts are open.
  - (c) Make-up matches will have priority for reservations only on the date and time that ALTA or USTA sets for that given league. This applies only for those teams that had a match scheduled for home.
  - (d) All other make-up matches will be scheduled within the rules applying to open play but will be allowed to finish if play extends beyond the reserved period.
  - (e) Court #1 may be used for match play only with the Tennis Professional's permission.
  - (f) Away matches may play at home only if there are unreserved courts. They do not have priority.
8. **BERKELEY HILLS TENNIS ASSOCIATION SPONSORED SOCIALS**
  - (a) All courts may be reserved for socials or a tournament if necessary.
9. **CLUB LITTERING RULES WILL BE ENFORCED.**
  - (a) Any cups, cans, ball cans or lids left on the playing surfaces will constitute littering. Towels should be put in the towel bin next to the Tennis Shop.
10. **CHILDREN**
  - (a) Children under 10, in the proximity of the tennis courts, must be supervised. Those who are creating a distraction to players will be asked to leave. Non-playing children are not permitted on the courts.
  - (b) Children 15 and under must yield courts to adults at any time on weekends and after 6 p.m. on weekdays when all courts are occupied.
11. **ATTIRE**
  - (a) All players must wear a shirt that covers the midriff at all times.
    - (1) Men may wear non-collared shirts but no tank tops or shirts without sleeves.
    - (2) Women are not allowed to wear two-piece bathing suit tops or workout bra tops.
  - (b) Bikini shorts by any player will not be allowed.
  - (c) Non-marking tennis shoes must be worn by anyone entering the court.
12. **GENERAL INFORMATION**
  - (a) Abusive or obscene language will not be tolerated.
  - (b) Throwing of rackets, indiscriminately hitting balls, or abusing fellow players will not be tolerated.
  - (c) Failure to show up or cancel a reserved court consistently may result in the loss of that playing time by that member or members.
  - (d) No glass containers are allowed on the tennis courts.
  - (e) Beverages may be restricted to water on the tennis courts if deemed necessary by the Tennis Professional.
  - (f) Personal food and beverages are not permitted to be consumed on Club property except the days the Club is closed.
  - (g) No smoking is requested on the tennis courts.

## **SWIMMING POOL RULES**

1. **GENERAL OPERATION**
  - (a) Hours:
    - (1) The pool will be open on or about Memorial Day and close on or about Labor Day.
    - (2) Pool hours will be 11 a.m. through 8 p.m. Tuesday through Sunday; unless otherwise posted. Swim team practices will be posted on the pool bulletin board and in the monthly newsletter if they conflict with the regular scheduled operating hours.

- (3) The pool will be closed on Mondays except if it falls on a designated holiday.
- (b) The aquatic staff has full authority to maintain conduct at the pool so as to afford the maximum enjoyment for all swimmers.
  - (1) The staff has the duty to enforce all pool rules and to limit the swim privileges for anyone disturbing the comfort and enjoyment of others.
  - (2) All aquatics staff personnel will use their best judgment in dealing with any behavioral or rule infraction issues.
  - (3) Any members or guests that are unable to comply with the rules may be asked to observe a "time-out" of the water or may be requested to leave the pool facility. Any member or guest that is requested to leave the pool facility will have a written report completed by the aquatic staff member and turned over to the Committee Board Liaison within 24 hours of the incident.
  - (4) The Committee Board liaison will immediately review the report and take whatever appropriate action is deemed necessary.
- (c) "Adult swim" will be once each hour for 10 minutes on the exact hour. Only those 18 years old and older, and the lifeguards, are allowed in the pool during adult swim.
- (d) Food, refreshments or beverages shall not be consumed on Club property unless purchased from the Club. No COOLERS are allowed in the pool facility. The only exception to this is during home swim meets.
- (e) All swimmers are required to stay "out" of the lap swim lanes and any swim lesson lanes and must stay off the diving blocks and lane line. This means no hanging, sitting, standing or pulling on the blocks or lane lines.

## 2. **PRIVILEGES**

- (a) Only members and their guests are allowed use of the pool.
- (b) All members, guests and families must sign the register as you enter the pool. There is a separate sign-up sheet that is required to be completed to register any child that is left unattended at the pool in accordance with Safety rule 4(b). Your name and phone number must be left in case of an emergency.
- (c) Guests will be allowed any time provided they are accompanied by the member or the member's family.
- (d) Guest fees will be as set by the Board of Governors.
- (e) Special party requests by any member can be accommodated for a set-up fee in addition to the current food and beverage charges.

## 3. **HEALTH**

- (a) Everyone is required to take a cleansing shower prior to entering the pool.
- (b) Persons with fever, colds, skin, eye, nose or throat infections that are infectious or communicable diseases which can be transmitted by water, are not permitted to use the pool.
- (c) Untrained children are required to wear rubber pants in the pool. They may wear swim diapers, but they must also be covered by rubber pants at all times.
- (d) Appropriate swim wear only may be worn into the pool.
- (e) Persons in street shoes are not allowed around the immediate perimeter of the pool.
- (f) Drinking and/or smoking in the pool is prohibited. Smoking is limited only to the designated smoking areas.
- (g) Food shall not be consumed on the pool deck, except in designated areas. Food and beverages may be ordered and brought into the pool area from the clubhouse.
- (h) Refuse must be thrown into the containers provided for that purpose around the pool.

## 4. **SAFETY**

- (a) No unruly conduct shall be permitted in or around the pool. This includes pushing, running, ducking, "chicken fights while in the pool" or any other acts that could annoy or endanger others.
- (b) Children:
  - (1) Children under 11 years of age must be supervised by a person at least 16 years of age at all times.

- (2) All children under 11 years of age must pass a deep-end test in order to swim in the deep end and use the diving board. This test consists of a 25-yd swim and treading water for one minute. The test will be administered by the lifeguard on duty.
  - (3) All children must be judged as competent swimmers by the aquatic staff to be allowed in the main pool. Swimmers that are not able to touch the bottom of the main pool must wear a coast guard approved lifejacket.
  - (4) No inflatable safety flotation devices other than Coast Guard approved lifejackets are allowed in the pool.
  - (5) Children over the age of five are not allowed in the main pool during adult swim. Children five and under are allowed in the main pool during adult swim if accompanied and held by an adult.
  - (6) No children over the age of five will be allowed in the baby "beach" entry pool. An adult must accompany all children in the baby pool area.
- (c) Diving
- (1) One person on the board at a time.
  - (2) No double bouncing.
  - (3) No horseplay.
  - (4) No swimming in the diving area when the diving board is open.
  - (5) No flipping, turns or twists off the diving board.
- (d) Glass or breakable containers are prohibited in the pool area.
- (e) Beach balls and floats are allowed in the pool at the discretion of the aquatic staff.
- (f) In the event of lightning or thunder, the pool and pool area must be cleared immediately.
- (g) No one is to use the pool when it is officially closed or when no lifeguard is on duty.
- (h) The Aquatics Director and/or lifeguard on duty are in charge and will have complete discretion in deciding pool matters.
- (i) Any individuals unable to comply with the rules may be asked to observe a "time-out" of the pool or may be required to leave the pool area.

## 5. FACILITIES

- (a) Club towels are not permitted outside of the locker rooms at any time.
- (b) Bathers in swimming attire must remain in the pool and deck areas. They are not allowed in the clubhouse, Tennis Shop or at tennis courts in bathing attire.

## **DISCIPLINE**

1. **REPRIMAND, FINES, SUSPENSION OR EXPULSION**
  - (a) A member may be privately reprimanded or fined for cause by the appropriate Committee responsible for enforcing the rule that has been broken subject to approval by the Board. If the member wishes to appeal, he may do so in writing to the Board of Governors.
  - (b) A member may be suspended or expelled for cause pursuant to Section 4.2 of the By-Laws.
    - (1) This section shall not apply to delinquent accounts. See Section 5.4 of the By-Laws.
  - (c) Any member who has been suspended or expelled shall immediately and automatically forfeit his membership in the Club and shall thereafter have no rights or privileges unless and until he has been reinstated to good standing and his membership restored.
2. The Club Manager, Golf Professional, Grounds Superintendent or Marshal may eject any member, dependent or guest for disorderly conduct, or for violation of any Club rule which they deem appropriate. A written report will immediately be given to the Membership Chairman who will enact the provisions of the By-Laws and Rules.
3. The Board of Governors, upon recommendation of a Standing Committee, by a majority vote may fine a member or member's dependents for repeated violations or a single major violation of the Rules and By-Laws with the fine not to exceed one hundred fifty dollars (\$150) for any given occurrence of infraction(s).
4. The management staff and their assistants are given full authority by the Board of Governors to see that all rules and regulations are enforced uniformly. Violations are to be drawn to the attention of the members or guests and reported to the Board of Governors for appropriate action. Any person whose conduct is unbecoming or who knowingly breaks a Club rule may be denied service. In order to assure prompt consideration, all suggestions, complaints or requests relating to the Club's facilities, service or staff must be made in writing to the appropriate management personnel and/or Committee Chairman. Anonymous complaints will not be considered.



**BERKELEY HILLS COUNTRY CLUB  
BY-LAWS INDEX**

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# CONSTITUTION AND BY-LAWS

## ARTICLE I

### Name

This Club shall be known as "Berkeley Hills Country Club, Inc."

## ARTICLE II

### Purpose

The object and purpose of this Club is to operate and maintain a private Club, which shall provide social and recreational facilities for the benefit of its members.

## ARTICLE III

### Membership

**Section 3.1** Membership in the Club, applicant referred to as member of record, shall be by invitation only. A request that an invitation to membership be extended must be made in writing by at least two Club members in good standing. All requests for invitations will be submitted to the Membership Committee for consideration and review. The Membership Committee will carefully examine all information and communications in reference to each proposed membership. Before each monthly Board of Governors' meeting, the Membership Committee will submit a list of requests for invitations to membership to the Board of Governors, together with its recommendations for action. All proceedings of the Membership Committee and the Board of Governors on invitations to membership shall be kept confidential. The negative votes of two members of the Board of Governors shall exclude the proposed member.

(a) It shall be the duty of each member of the Club possessed of any information derogatory to the character of a proposed member, or knowing of any good reason why membership should not be granted to such individual, to communicate the same to the Membership Committee in strictest confidence.

(b) After election to membership, the President or Secretary shall notify the individual elected and furnish him or her with a copy of the Constitution and By-Laws and a copy of the Club Rules, and upon his or her subscribing to them and paying the Club the required initiation fee and dues, the member of record shall be entitled to the rights and privileges of membership.

(c) Any person elected to membership who does not comply with the foregoing requirements within one month from the time of his or her election shall be considered to have declined to become a member.

(d) 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 herein.

(e) No membership shall be transferable except in accordance with Section 3.7 or by court order.

(f) The classification of all married members shall be determined by the age of the oldest spouse.

**Section 3.2** Member categories shall be classified as Regular, Social, Junior, Non-resident, Widow or Widower, Honorary, Senior Golf, Limited Social, Corporate or Trial.

**Section 3.3** A REGULAR MEMBER shall be at least 21 years of age. Those having joined as a REGULAR MEMBER under the age of 35 shall be permitted to request a change to Junior status at a subsequent date prior to reaching age 35, however no refund of joining fees will be made except as otherwise provided by the then current prorata for resignations due to transfers. This member, his or her spouse, and his or her single children under 22 years of age, residing in his or her home and under his or

her care and support, shall have, subject to the Club Rules, Constitution and By-Laws, all privileges afforded by the Club, except that the member of record shall be permitted the full use of the facilities at anytime the Club facilities are designated as open. Single children, under 24 years of age, of Regular members who are residing outside the member's home for the purposes of attending school shall be deemed as being under the member's care and support and entitled to the privileges expressed above. Regular Members shall be voting members entitled to cast one (1) vote on any subject at any Club meeting. The total number of Regular members shall not exceed 600 at any one time. However, Limited and Non-resident members who were previously Regular members who return to Regular status and Junior members who upgrade, may cause the 600 Regular member limitation to temporarily be exceeded.

(a) Once the Club has reached full Regular membership, a "prospective member waiting list" shall be instituted on a first-come, first-serve basis. A refundable waiting fee of \$1,000 shall be collected at the time of application and held by the Club. The prospective member shall be told at the time he or she goes onto the list, and every six months thereafter, where he or she stands numerically. Upon request, the waiting fee shall be promptly returned in full without interest.

(b) If the number of Junior members is less than one hundred (100) then the number of Regular members may exceed six hundred (600) as long as the combined total of Regular and Junior members does not exceed seven hundred (700). If the Regular category exceeds six hundred (600), incoming Junior members would have priority over Regular members as openings become available, as long as the Junior category does not exceed one hundred (100). Junior members may not fill open Regular positions unless they agree to pay the Regular initiation fee structure.

**Section 3.4** A SOCIAL MEMBER shall be at least 21 years of age. This member, his or her spouse, and his or her single children under 22 years of age, residing in his or her home and under his or her care and support, shall have, subject to the Club Rules, Constitution and By-Laws, all privileges afforded by the Club, except golf. Single children under 24 years of age, of Social Members who are residing outside the member's home for the purpose of attending school shall be deemed as being under the member's care and support and entitled to the privileges expressed above. Social members, who are members as of July 31, 2006, shall be voting members entitled to cast one (1) vote on any subject at any Club meeting or in any special mailing. Subsequently, members converting to Social from a full voting category shall be voting members entitled to cast one (1) vote on any subject at any Club meeting or in any special mailing. After July 31, 2006, new Social members are subject to a fractional vote as outlined under Section 10.5. The total number of Social members shall not exceed 300 at any one time. However, other membership categories who convert his or her membership to become Social members may cause the 300 Social member limitation to temporarily be exceeded.

**Section 3.5** A JUNIOR MEMBER shall be at least 21 and under 35 years of age. This member, his or her spouse and his or her children shall have, subject to Club Rules, Constitution and By-Laws, all privileges afforded by the Club, except that the member of record shall be permitted the full use of the facilities at anytime the Club facilities are designated as open. Junior members shall be voting members entitled to cast one (1) vote on any subject at any Club meeting. There shall be no more than one hundred (100) Junior members at any one time. However, the son or daughter of a member may apply for Junior Membership, if he or she is of proper age, and may be accepted regardless of Junior member waiting lists or limits on the number of Junior members. (Also see Section 3.13(a).) A Junior member will pay Junior member dues until age 30, at which time he or she will pay dues the equivalent of Regular member dues. A Junior member must either resign or convert his or her membership to either Regular or Social within thirty (30) days of his or her 35th birthday. To convert his or her membership, the member must pay an additional initiation fee which shall be the amount equal to the difference between the initiation fee paid for his or her Junior membership and the Regular or Social initiation fee in effect at the time he or she became a Junior member.

(a) Once the Club reaches full Junior membership, a "prospective junior waiting list" shall be instituted on a first-come, first-serve basis, subject to the limits in 3.13(a) and 3.5. A refundable waiting fee of \$250 shall be collected at the time of application and held by the Club. The prospective member shall be told at the time he or she goes onto the list, and at every six month interval thereafter, where he

or she stands numerically. Upon request, the waiting fee shall be promptly returned in full without interest.

**Section 3.6** A NON-RESIDENT MEMBER is a current member who now resides outside a radius of 100 miles from the Club. Such member may keep all privileges of his or her membership classification, except voting rights, for use when visiting this area. It shall be such member's responsibility to inform the Membership Committee immediately upon his or her permanent return to this area for reclassification. Fraudulent use of this classification is subject to Board cancellation of membership.

**Section 3.7** A WIDOW or WIDOWER MEMBER is a spouse whose husband or wife was a member in good standing at the time of his or her death. He or she may elect to maintain this membership and may do so, upon payment of applicable membership dues.

**Section 3.8** An HONORARY MEMBER shall be at least 21 years of age. This member, his or her spouse and children, shall have, subject to the Club Rules, Constitution and By-Laws, all privileges afforded by the Club. Each Honorary member who has purchased a Redeemable Membership Certificate shall be a voting member entitled to vote on any subject at any Club meeting.

**Section 3.9** An INACTIVE MEMBER is a current member who requested, and has been granted, an Inactive status for up to a one-year period. This member may apply for a second one-year Inactive status subject to Board approval and with the payment of a renewal fee the equivalent of one month's dues. No member shall be permitted to go on Inactive status more than twice and must return to an active membership category for at least two successive years before applying for a second Inactive status. The member requesting Inactive status must pay his or her current account in full and submit a request in writing to the Board of Governors. Such requests shall be granted only at the discretion of the Board of Governors. During this period, there shall be a waiver of the member's dues; however, the member shall be responsible for any assessments incurred by the membership and any initiation fee installments coming due during the period he or she was Inactive. Any member classified as Inactive shall not be entitled to the use of the Club's facilities, and voting privileges shall be suspended until reinstatement.

(a) If the period of Inactive status is less than ten months, the member may be reinstated by paying back all membership dues and assessments any initiation fee installments coming due from the date he or she became Inactive.

(b) Beginning on the first day of the tenth month of Inactive status, each Inactive member has the option to return by paying the reinstatement fee of one (1) month's current dues for their membership classification before returning to active status. On the first day of the twelfth month of Inactive status, each Inactive member shall be mailed a letter from the Club notifying that his or her Inactive status ends in thirty (30) days. He or she has the option of resigning from the Club or applying for reinstatement at the end of the one-year period and pay the reinstatement fee of one (1) month's current dues for their membership classification before returning to active status. In the event of a waiting list, the Inactive member may return regardless of the membership total and waiting list subject to Board approval.

(c) If the Inactive member elects to resign from the Club and has a redeemable certificate, he or she will be entitled to have it redeemed in accordance with Article IX. Should there be a waiting list for certificate refunds, he or she shall be apprised by the Club of their status on this list every six (6) months.

(d) In regard to Corporate Memberships, an organization may allow an Associate Member to go inactive, that is, without an employee assigned to the membership, for up to one year. At the end of the year, the Primary Member must designate an employee for the membership or pay a one-time extension fee equal to one-half of the administrative fee. If an employee has not been assigned to the membership by the end of a second year, the Associate Member position will be considered terminated. Reinstatement of the Associate Member position will require the payment of the initiation fee at the current rate.

**Section 3.10** A Regular member may convert his or her status to a Social member upon written

notification to the Membership Committee. Such conversion must be for at least a one-year period and the member will be subject to a reclassification fee in the amount of one (1) month's current Regular Member's dues if he or she decides to revert back to Regular membership and for any initiation fee increases which became effective during the period he or she was a Social member.

**Section 3.11** A Social member may convert his or her status to a Regular or Junior member upon written notification to the Membership Committee and by paying an additional initiation fee which shall be the amount equal to the difference between the initiation fee paid for his or her Social membership and the Regular or Junior membership's initiation fee in effect at the time he or she became a Social member, provided he or she becomes a Regular or Junior member within twelve (12) months after becoming a Social member. Otherwise, he or she must pay the initiation fee for a Regular or Junior membership at the time he or she elects to convert less the amount of the initiation fee paid for the Social membership. Where the class of Regular or Junior members is filled, a waiting list shall be established and memberships granted only as vacancies occur, with existing Social members having preference over new applicants for Regular or Junior membership.

**Section 3.12** Any increase in the total number of members having golf privileges must be approved by the Club membership voting at an annual or special meeting.

**Section 3.13** The following policies shall apply:

(a) The son or daughter of a member has no privileges that are not afforded to any other applicant for membership except that he or she may apply for Junior membership if he or she is of the proper age, and may be accepted regardless of Junior member waiting lists or limits on the number of Junior members.

(b) Deceased members or members who resign from the Club due to moving their place of residence beyond a 100-mile radius from the Club shall be entitled to a refund of part of their initiation fee and/or initial down payment ("initial down payment" shall be defined as the initial payment received at the time of joining the Club or the payment received by the Club after the end of any special incentive program) as follows:

- (1) If within twenty-four months of their acceptance date, 50 percent of their initial down payment paid at the time of joining will be refunded.
- (2) If during the period of the twenty-fifth month through the thirty-sixth month of their acceptance date, 35 percent of their initial down payment paid at the time of joining will be refunded.
- (3) If during the period of the thirty-seventh month through the forty-eighth month of their acceptance date, 20 percent of their initial down payment paid at the time of joining will be refunded.
- (4) If after the forty-eighth month of their acceptance date, there will be no refund privilege.
- (5) The above provisions of this section are not applicable to those members who purchased, or were eligible to purchase, a Redeemable Membership Certificate.
- (6) The Board of Governors has the prerogative to, from time to time, initiate special membership incentive programs for the purpose of increasing new memberships and has the right to adjust the refund policies for relocation as it pertains to the special plans.

**Section 3.14** A SENIOR GOLF MEMBER is a previous Regular member who volunteers for this classification. A Senior Golf member and his or her spouse shall have, subject to Club Rules, Constitution and By-Laws, all privileges afforded by the Club every day of the week except golf

privileges on weekends and holidays. Should he or she elect to play golf on weekends or holidays, he or she will pay the established guest fees. He or she may not play in weekend or holiday tournaments. With the exception of those currently in this classification, each Regular member who applies for this classification must be at least sixty-five (65) years of age and have had ten (10) consecutive years as a Regular member. A Senior Golf member's monthly dues will be less than a Regular member's dues, as determined by the Board of Governors, but he or she shall remain fully responsible for all assessments levied on the Regular members. He or she shall retain his or her entitlement to cast one (1) vote on any subject at any Club meeting. If a Senior Golf member wishes to be reclassified as a Regular member, he or she must apply at the end of a one-year period and will be subject to a re-classification fee of one (1) month's current Regular member dues.

**Section 3.15** A LIMITED SOCIAL MEMBER is a previous member of any classification who volunteers for this classification. A Limited Social member and his or her spouse shall be entitled to clubhouse privileges only and shall not be entitled to vote on any subject at any Club meeting. A Limited Social member must have paid the full initiation fee for their previous classification and must have a doctor's letter certifying that the member is disabled. The change to this classification may be made one time only. A Limited Social member's dues will be less than a Regular member's dues, as determined by the Board of Governors, but he or she will not be subject to any assessments levied on other members. If a Limited Social member wishes to be reclassified to their previous classification, he or she will be subject to a reclassification fee of one (1) month's current dues for that classification.

**Section 3.16** A CORPORATE MEMBERSHIP shall be assigned to an organization, profit or non-profit, screened and recommended by the Membership Committee and approved by the Board of Governors. This is a non-voting category. Each Corporate Membership will have a "Primary Member" and up to three additional employees designated as "Associate Members" of Berkeley Hills Country Club. The Primary Member and each Associate Member, his or her spouse, and his or her single children under 22 years of age, residing in his or her home and under his or her care and support shall have, subject to Club Rules, Constitution and By-Laws, all privileges afforded by the Club, except that the Primary Member or the Associate Member of record shall be permitted the full use of the facilities at anytime the Club facilities are designated as open. Single children, under 24 years of age, shall be deemed as being under the member's care and support and entitled to the privileges expressed above. The Primary Member and the Associate Members do not have a vote.

Among other things, organizations applying for Corporate Memberships must be involved in a verifiable operational business. Screening the applicant may include requesting tax returns, calling vendors, references, the Better Business Bureau and visiting the place of business. Along with the Corporate application, the organization must designate one person who will be the Primary Member and the organization's contact. All Associate Members must complete the standard Berkeley Hills application and go through the standard interviewing process of applying for membership. Associate Members, up to a total of three, may be added over time.

- (a) All initiation fees must be paid in full before a Member is entitled to the rights and privileges of membership.
- (b) This category will be limited to a total of 10 Corporate Memberships, which will allow for up to 40 members.
- (c) The organization may transfer a membership, either Primary or Associate, to another employee by paying an administrative fee. This may not occur more than once per year per Member, unless the Member's employment was terminated.
- (d) In the event that the Primary Member is no longer employed by the organization, the organization will have a period of six months to name a new Primary Member. During that time the organization will be directly responsible for the payment of monthly dues and fees associated with the membership.

**Section 3.17** A TRIAL MEMBERSHIP may be extended to a prospective member for a one (1) year period. The Trial member shall be at least 21 years of age. This is a non-voting category. This Trial member, his or her Spouse, and his or her children under 22 years of age, residing in his or her home and under his or her care and support, shall have, subject to the Club Rules, Constitution and By-Laws, all privileges afforded by the Club, except that the prospective member shall be permitted the full use of the facilities at anytime the Club facilities are designated as open. Single children, under 24 years of age, of Trial members who are residing outside the prospective member's home for the purposes of attending school shall be deemed as being under the member's care and support and entitled to the privileges expressed above. Based on age, the Trial member's monthly dues will be the same as a Regular or Junior member's dues but he or she will not be subject to assessments during the one (1) year period. The total number of Trial members shall not exceed one hundred (100) at any one time.

#### **ARTICLE IV Resignation and Expulsion**

**Section 4.1** A member may resign by written notification to the Membership Committee, and his resignation shall become effective on the last day of the month. All indebtedness to the Club is immediately due and payable.

**Section 4.2** Any member may be removed from membership by a two-thirds (2/3) vote of the Board of Governors for conduct deemed prejudicial to the Club, provided such member shall first have been served with written notice of the accusations against him or her, and shall have been given an opportunity to produce his or her supporting witnesses, if any, and to be heard at the meeting at which such vote is taken.

**Section 4.3** If an organization holding the Corporate Membership ceases doing business, the Corporate Membership will be terminated. If the Board of Governors determines the business of an organization holding the Corporate Membership has changed meaningfully from the type of business they were involved in when first approved by the Club, the Board may terminate the membership.

**Section 4.4** If there is a change of control in the ownership of the organization holding a Corporate Membership, the Primary Member should notify the Club of the details. The Club will have a right to determine whether the Membership should continue to be extended; and if so, under what terms.

#### **ARTICLE V Fees, Dues, Assessments and Default**

**Section 5.1** The amount of the initiation fees and dues for each class of members provided for herein shall be fixed and determined by the Board of Governors from time to time. The Board shall publish and provide a list of current initiation fees and dues structures to members upon request. Prior to any change in monthly dues, the Board shall call a special meeting of the membership for purposes of explaining the reasons for such an increase and shall accept comments or presentations in opposition at such meeting.

**Section 5.2** The Board of Governors shall establish initiation fees and dues for such other classes of membership as may be established hereafter.

**Section 5.3** If the Board of Governors believes it imperative to levy assessments for the purpose of operating or maintaining the Club, it shall be authorized to levy such assessments from time to time not to exceed one month's dues for each class of membership for any one calendar year. All other assessments may be levied only after approval by two thirds (2/3) of the votes cast by a special mailing, at an annual meeting or a special meeting of the membership called for the purpose of considering such a recommendation by the Board of Governors.

**Section 5.4** Settlement of delinquent accounts of the membership shall be governed by the following

policies:

(a) Any member becoming delinquent by not paying the balance due on his or her account by the 20th of the month in which the bill was rendered shall:

- (1) Be assessed a ten percent late fee for each month his or her balance remains unpaid.
- (2) Be admonished in writing by the Treasurer of his or her delinquent status and of the consequences thereof not later than the twentieth day of the subsequent month.
- (3) Be suspended from all Club privileges, including using the facilities as a guest of another member, if the balances due are not paid by the next closing date following written notification.

(b) A suspended member, as a condition of reinstatement, must pay his or her past due account in full to include charges for:

- (1) All purchases and services owed the Club.
- (2) All monthly dues for the period of delinquency.
- (3) The accumulated late fees charged monthly during the period of delinquency.
- (4) Any assessments levied on the membership during the period of delinquency.

(c) After notice of suspension, any member using the Club facilities shall be subject to a fine to be imposed by the Board of \$150. This fine will be added to the past-due account balance.

(d) Any member whose delinquency results in a third notice of suspension within a twelve (12) month period will be considered by the Board of Governors for expulsion in accordance with Section 4.2, Article IV.

**Section 5.5** If any of the Club facilities are unavailable for membership use due to fire, casualty or other similar occurrence beyond the Club's control, the membership will continue to be liable for the payment of all dues.

**Section 5.6** Any capital expenditure exceeding two hundred fifty thousand dollars (\$250,000) shall require approval by a majority vote of members cast by a special mailing, at an annual meeting or special meeting in accordance with Article X, Section 10.5. Further, any sale of any asset of the Club in excess of two hundred fifty (\$250,000) shall require approval by a majority vote of members cast by a special mailing, at an annual meeting or special meeting in accordance with Article X, Section 10.5.

**Section 5.7** Any additional indebtedness exceeding two hundred fifty thousand dollars (\$250,000) shall require approval by a majority vote of members cast by a special mailing, at an annual meeting or special meeting in accordance with Article X, Section 10.5.

## **ARTICLE VI Government and General Management**

**Section 6.1** The government and general management of the Club shall be vested in a Board of Governors consisting of nine (9) elected members, which will include the six Officers of the Club, namely, a President, Vice President, Secretary, Treasurer, Assistant Secretary and Assistant Treasurer. All Board members shall be voting members of the Club in good standing. The Board of Governors shall meet at least once each calendar month, and the decisions of the Board of Governors shall be final in all matters, subject only to appeals by the Club membership. At each monthly meeting of the Board of

Governors, the Board shall designate the date, time and location of the regular Board meeting for the following month. The Board shall have general control over all Officers and Committees, and shall have full power and authority to do any and all things that are proper to be done by the Club. No elected Officer or Director shall receive any remuneration for his official services. Any member of the Board of Governors may be removed with or without cause by a majority vote of the Club Membership. No member currently serving on the Board of Governors, his or her family members once removed, or any company owned in part or full by the member or his or her family as defined above, shall be permitted to bid on the Club's business.

**Section 6.2** The Board of Governors may adopt such rules and regulations for the conduct of their meetings and the general management of the Club as they may deem proper, provided such rules and regulations are not in conflict with the Constitution and By-Laws or Articles of the Incorporation. A quorum for the conduct of any business is five (5) Board members.

**Section 6.3** It shall be the duty of the President to preside at all meetings of the Board of Governors and the Club membership. He or she shall, with the Secretary, sign all obligations, contracts, deeds, mortgages, promissory notes, and other instruments, unless otherwise provided by the Board of Governors.

**Section 6.4** In the absence of the President, or if he or she is unable to perform, the Vice President shall perform his duties. In case of a vacancy in the Presidency, the Vice President shall perform the duties of the President until his successor has been appointed and designated by the Board of Governors as provided herein.

**Section 6.5** It shall be the duty of the Secretary, and in his or her absence, the Assistant Secretary, to keep or to have kept a record of the proceedings of the Club, and with the President to sign all obligations, contracts, deeds, mortgages, promissory notes, and other instruments, and to discharge such other duties as may be entrusted to him or her by the Finance Committee or the Board of Governors. In addition, the Secretary and Assistant Secretary shall have such other duties and responsibilities as given either or both of them by the Board of Governors.

**Section 6.6** The Treasurer, and in his or her absence, the Assistant Treasurer, shall receive the money of the Club, and shall be responsible for the keeping of regular accounts. Such accounts and financial records of the Club shall be subject to the inspection of the Finance Committee and the Board of Governors. In addition, the Treasurer and Assistant Treasurer shall have such other duties and responsibilities as given either or both of them by the Board of Governors.

**Section 6.7** In case of a vacancy in the office of President, Vice President, Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or of a member of the Board of Governors, 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 Club, at which time any vacancy for which an unexpired term remains shall be filled by election. If any member of the Board of Governors is absent from three consecutive Board meetings, the Board may remove him or her and declare a vacancy.

**Section 6.8** The immediate past President of the Club shall, upon retiring from that office and from his or her term as a Board member, serve as an ex-officio member of the Board of Governors until such time as a successor President replaces him or her in the ex-officio capacity. As such ex-officio member, he or she may participate in all deliberations of the Board, but shall not vote nor exercise any official executive authority.

**Section 6.9** The Board of Governors may require that any one or more Officers, members of the Board of Governors, or other Club employees be bonded in amounts determined by the Board. The cost thereof shall be paid by the Club.

#### **Section 6.10**

(a) The annual meeting of the Club shall be held at the Club during the first month of each calendar year at a time and place designated in the notice of such meeting. One hundred and fifty (150) members of record entitled to vote and in attendance shall constitute a quorum at any and all meetings of the Club and

unless otherwise provided herein, a majority vote of the voting members, in person, by proxy, or by absentee ballot, shall decide all questions considered.

(b) Absentee ballots must be picked up by the member of record or his or her spouse with written authorization of the member within ten (10) business days prior to any annual or special meeting, and returned, in person, to the Business Office prior to the hour of said meeting. A locked ballot box for absentee ballots shall be prominently placed in the Business Office. It shall be opened only on election night under the same security as is used for votes cast at the annual meeting.

**Section 6.11** Special meetings of Club members may be called by the Board of Governors upon giving not less than ten (10) nor more than thirty (30) days' written notice to the members, which notice shall specify the purpose of the meeting. Further, the Board of Governors shall call a special meeting of the Club membership within forty-five (45) days after receipt of a written request signed by at least one hundred (100) voting members.

**Section 6.12** At each annual meeting of the Club membership, there shall be elected three (3) members of the Board of Governors to serve for a three (3) year term. In addition, any Board vacancies for which an unexpired term remains shall be filled by election at the Annual Meeting of the Club Membership. The Board shall be composed of voting members who are in good standing and shall consist of not more than one (1) Social Member and one (1) Junior Member at any one time.

(a) No Board member who has served two consecutive three-year terms shall be eligible for re-election as a Board member until after the expiration of one year from the termination of his previous three-year term.

(b) No person shall be eligible to serve as an officer in the same office for more than two (2) successive terms.

(c) Immediately after each annual meeting of the Club membership, an organizational meeting of the new Board of Governors shall be called to elect from that body a President, Vice President, Secretary, Assistant Secretary, Treasurer, and Assistant Treasurer to serve a term of one (1) year. The Officers and Board members shall take office on February 1.

(d) At least sixty (60) days prior to the annual membership meeting, the Board of Governors shall appoint a Nominating Committee of not less than four (4) nor more than six (6) voting members who are in good standing. The Board may appoint no more than one (1) of its own members as a member of the Nominating Committee. The Board shall announce the Nominating Committee members to the voting membership. The Nominating Committee shall elect its own Chairman and Vice Chairman from among its members.

(e) The Nominating Committee shall prepare a list of nominees for expiring Board membership and for each unexpired Board term vacancy. At least thirty (30) days prior to the annual meeting, the Nominating Committee shall make a written report to the voting membership of its nominations by mailing a copy to each Club voting member and by posting copies thereof on the Club bulletin boards. The Nominating Committee shall nominate two (2) nominees for each immediate upcoming vacancy on the Board. All nominees shall be voting members of the Club in good standing and eligible to run in accordance with Section 6.12 (a).

(f) The Nominating Committee may nominate no more than two (2) of its own members as candidates for election. The nomination of a Social or Junior member will not be allowed if such nomination would place more than one (1) Social or one (1) Junior member on the Board at any one time.

(g) After the written report of the Nominating Committee is mailed to the voting membership and posted on the Club bulletin boards, further nominations may be made by petition of voting members, addressed to the Chairman of the Nominating Committee, containing the signatures of twenty-five (25) or more eligible voting members and requesting that a particular member or members therein named, not more

than there are vacancies, be nominated in addition to the nominations previously made. However, the number of petitioned nominees shall not exceed the number of vacancies to be filled. Such petition or petitions must be received by the Chairman of the Nominating Committee at least seven (7) days before the day of the annual meeting and must contain the written consent of each nominee named. Such nominations must be posted on the Club bulletin boards. Nominations will not be accepted from the floor.

(h) The above provisions are the only means by which a nomination for the Board of Governors can be made.

(i) In the event of a tie vote at the annual meeting, a special "run-off" election of the candidates tied shall be held within one (1) week by written absentee ballot sent to the members of record or their proxy, to be mailed the following Monday morning (assuming annual meeting is on a Friday night) or no more than two (2) days following the annual meeting. Ballots may be returned by depositing them in the ballot box referenced in 6.11(b) through the Saturday afternoon of the week following the annual meeting.

**Section 6.13** It shall be mandatory for the Board of Governors to adopt a balanced operating budget excluding depreciation and initiation fees for each fiscal year.

(a) A capital expenditure is defined as an item (other than a routine repair) that costs more than \$1,000 and has a useful life of more than one (1) year.

**Section 6.14** If a member of the Club's professional staff (House Manager, Head Golf Professional, Golf Course Superintendent, Head Tennis Professional, Financial Manager) is to be discharged, the responsible standing Committee must make a full disclosure of the circumstances to the Board of Governors at the next regular Board meeting. Such discharge shall require a two-thirds majority approval of the Board. The reasons for the discharge shall be made a part of the permanent records of the Board of Governors via the responsible Committee Chairman's monthly report to the Board. This information shall be held in confidence within the Committee and the Board of Governors.

**Section 6.15** Members or ex-employees who leave the Club under "adverse conditions", as defined by the Board of Governors, shall not be permitted back on Club grounds except at the Board's discretion and shall be notified in writing.

## **ARTICLE VII Standing Committees**

**Section 7.1** The Board of Governors shall delegate the "day-to-day" planning, organizing, managing, and operating of the Club's facilities and activities to the Standing Committees. Each Committee is charged with a vital share of the responsibility for the Club's proper and orderly operation. Within thirty (30) days after he or she takes office, the President shall announce the Board Advisor of each Standing Committee who shall serve for one (1) year. The Board Advisor of each Standing Committee shall select the Chairman of their Committee who will also serve for one (1) year. The Board Advisor may designate himself or herself as the Chairman of the Standing Committee. Immediately after appointment, each Standing Committee Chairman will select the members of his Committee and these announcements shall be posted on all Club bulletin boards. In addition to the many problems and activities, which engage the attention of each Committee, there are certain specific duties and responsibilities as outlined in the following Sections of this Article.

(a) The number of members on any Standing Committee shall be an odd number of members, including the Chairman and Vice Chairman. The number of members on a Committee shall be subject to the approval of the Board of Governors. The Vice Chairman shall be appointed by the Chairman of each respective Committee.

**Section 7.2** The FINANCE COMMITTEE shall be specifically responsible for:

- (a) Maintaining statistical data with respect to the financial condition and operating results of the Club, and reporting monthly to the Board of Governors and the Standing Committee concerned thereon.
- (b) Forecasting operating results and reporting quarterly thereon to the Board and the Standing Committee concerned.
- (c) Receiving from all Standing Committees projected budget requirements for the ensuing fiscal year, reviewing such projections, consolidating them, and submitting same to the Board with recommendations for action thereon. Any proposed change in budgets approved by the Board must first be submitted to the Finance Committee by the Standing Committee responsible. If the proposed change does not change expenditures in excess of the previously approved budget, such change may be put into effect upon approval by the Finance Committee. Where such change requires expenditures in excess of the previously approved budget, such change may be put into effect only after specific approval by both the Finance Committee and the Board of Governors.
- (d) Obtaining from all Standing Committees a list of needed capital expenditures for the ensuing fiscal year at least ninety days prior to the annual meeting and submitting them to the Board; reviewing capital expenditure requests during each fiscal year and submitting them to the Board with its analysis and recommendations for action thereon.
- (e) Establishing, reviewing and supervising the Club's fiscal record, methods and procedures.
- (f) Receiving, reviewing and reporting to the Board of Governors with respect to all Club audits.
- (g) The due and proper preparation and filing of all required forms and returns relating to local, state and federal taxes.
- (h) Reviewing all proposed contracts and agreements in which the Club has an interest.
- (i) Constantly reviewing the insurance program and coverage of the Club, and recommending to the Board any suggested changes thereto.
- (j) Ascertaining to default procedures as outlined in Article V, Section 5.4 are followed.
- (k) Establishing procedures for issuing and redeeming Membership Certificates.
- (l) Formulating overall personnel policies, including those relating to compensation and "fringe benefits," submitting them for approval of the Board of Governors and implementing all Board of Governors' approved policies with respect thereto.
- (m) Such other matters as may from time to time be delegated by the Board of Governors.

**Section 7.3** The GOLF COMMITTEE shall be specifically responsible for:

- (a) The constant review of needed capital improvements and additions within the scope of its responsibilities. Each proposed capital improvement expenditure is to be submitted to the Finance Committee which will review it and submit it to the Board of Governors for consideration. The Golf Committee is charged with the execution of approved projects.
- (b) The preparation of projected budget requirements for the ensuing fiscal year, which shall include an estimate as to the months in which such requirements will be needed.
- (c) The Golf Professional and his respective staff and operation of practice range and golf carts.
- (d) Developing and executing a continuing program of golf activities, including ladies' and junior

participation. Subcommittees of golfing members should be appointed for specific programs or events.

- (e) Formulating and enforcing golfing rules and regulations.
- (f) All inter-club golfing activities, and the maintenance of membership in desirable golfing associations.
- (g) Developing and executing a comprehensive safety program, including all necessary inspection, equipment and supplies incident thereto.
- (h) Establishing, reviewing and supervising the handicapping system.
- (i) Such other matters as may from time to time be delegated by the Board of Governors.

**Section 7.4** The GROUNDS COMMITTEE shall be specifically responsible for:

- (a) The constant review of needed capital improvements and additions within the scope of its responsibilities. Each proposed capital improvements expenditure is to be submitted to the Finance Committee which will review it and submit it to the Board of Governors for consideration. The Grounds Committee is charged with the execution of all approved projects.
- (b) The preparation of projected budget requirements for the ensuing fiscal year, which shall include an estimate as to the months in which such requirements will be needed.
- (c) The maintenance of the golf course and related areas.
- (d) The Grounds Superintendent and all golf course maintenance personnel.
- (e) The maintenance and appearance of the Club grounds.
- (f) Developing and executing a comprehensive safety program, including all necessary inspections, equipment and supplies incident thereto.
- (g) Such other matters as may from time to time be delegated by the Board of Governors.

**Section 7.5** The HOUSE COMMITTEE shall be specifically responsible for:

- (a) The constant review of needed capital improvements and additions within the scope of its responsibilities. Each proposed capital improvement expenditure is to be submitted to the Finance Committee which will review it and submit it to the Board of Governors for consideration. The House Committee is charged with the execution of the approved projects.
- (b) The preparation of projected budget requirements for the ensuing fiscal year, which shall include an estimate as to the months in which such requirements will be needed.
- (c) The coordination with other Committees of all social activities and special events utilizing the Club's facilities.
- (d) Formulating and enforcing house rules and regulations.
- (e) The Clubhouse Manager and his or her staff.
- (f) The maintenance and appearance of all structures at the Club, including furniture, furnishings, locker rooms for golf, tennis, swimming and kitchen, bar and food service equipment. Excluded are: the Pro Shop operation, the pools, pool equipment, furniture and furnishings directly related to these areas, and the tennis courts, tennis equipment, furniture and furnishings directly related to these areas.
- (g) Maintaining a proper atmosphere and decor in the Club.

- (h) Sustaining and promoting sales of food and beverage.
- (i) General supervision of the parking facilities and enforcement of rules pertaining to illegal parking.
- (j) The maintenance of complete files and records with respect to property plats, surveys, utility connections, easements, building plan blueprints and similar information.
- (k) Developing and executing a comprehensive safety program, including all necessary inspections, equipment and supplies incident thereto.
- (l) Lending assistance when requested by other Committees.
- (m) Such other matters as may from time to time be delegated by the Board of Governors.

**Section 7.6** The MEMBERSHIP COMMITTEE shall be specifically responsible for:

- (a) Implementing all approved policies governing admissions, memberships, suspensions, resignations or other terminations of membership.
- (b) Maintaining active lists of current and desirable prospective members.
- (c) Reviewing and presenting to the Board of Governors all applications for membership, including their recommendations for action.
- (d) The preparation of projected budget requirements for the ensuing fiscal year, which shall include an estimate as to the months in which such requirements will be needed.
- (e) Such other matters as may from time to time be delegated by the Board of Governors.

**Section 7.7** The TENNIS and SWIMMING COMMITTEE shall be specifically responsible for:

- (a) The constant review of needed capital improvements and additions within the scope of its responsibilities. Each proposed capital improvement expenditure is to be submitted to the Finance Committee which will review it and submit it to the Board of Governors for consideration. The Committee is charged with the execution of all approved projects.
- (b) The preparation of projected budget requirements for the ensuing fiscal year, which shall include an estimate as to the months in which such requirements will be needed.
- (c) Youth and teenage activities, including special events for these age groups.
- (d) Swimming pool, pool equipment, tennis courts, tennis equipment, furniture, furnishings and all equipment relating directly to these areas, including the maintenance thereof.
- (e) Developing and executing a continuing program of such activities.
- (f) Formulating and enforcing approved rules and regulations pertaining to such activities.
- (g) All inter-club activities in connection with the foregoing, and the maintenance of membership in desirable swimming and tennis associations.
- (h) The Directors, Supervisors and their staffs for these activities.
- (i) Such other matters as may from time to time be delegated by the Board of Governors.

**Section 7.8** The President may appoint special Committees as deemed necessary. These Committees shall be formed to consider special projects which the President of the Board of Governors may, from time-to-time, consider of importance to the future well being of the Club. Such matters may include, but shall not be limited to:

- (a) Rules and By-Law changes.
- (b) Special program and or projects.

**Section 7.9** The LONG-RANGE PLANNING COMMITTEE shall be chaired by a member of the Board of Governors and preferably composed of members each having had previous experience with one of each of the other standing Committees. The Committee shall be responsible for such matters that may from time to time be delegated by the Board of Governors.

## **ARTICLE VIII Notice**

**Section 8.1** Unless otherwise provided herein, written notice of every meeting of the Club membership stating the place, day and hour of the meeting, and if a special meeting, the purposes thereof shall be delivered to each voting member or deposited in the United States mail addressed to each voting member at the address shown by the books of the Club, with postage prepaid, not less than ten (10) nor more than thirty (30) days before each meeting.

## **ARTICLE IX Redeemable Membership Certificates**

The first 500 members shall be given the opportunity to purchase a Redeemable Membership Certificate. Until the first 450 members, or April 27, 1984, whichever comes later, the face amount of the Regular Membership Certificate shall be \$3,000 and the face amount of the Junior or Social Membership Certificate shall be \$1,000. The Redeemable Certificate program will be eliminated after the membership reaches 500.

Said Certificates are redeemable by the Club as follows:

- 1) Upon the resignation of the member and only after the membership reaches 600 members, certificates will be redeemed in the order in which they are tendered for redemption as prospective members make application and are accepted by the Club.
- 2) Provided however, in the event of death or disability, certificates will be immediately redeemed.
- 3) A member may redeem his certificate for the purpose of applying the face value of said certificate toward the initiation fee of an immediate family member provided the original member remains active for a period of at least twelve months.

Members who resign from the Club due to being transferred outside a 100-mile radius of the Club will be able to redeem his or her Certificate by receiving 50 percent of the face value upon the effective date of his or her resignation and the balance to be paid when the membership reaches 600 members.

The Club reserves the right to redeem the Membership Certificate, either before or after the membership reaches 600 members, provided said redemption would be advantageous to the Club.

These Certificates are redeemable only by Berkeley Hills Country Club, Inc. They do not appreciate nor

bear interest and cannot be sold, pledged or assigned, except in accordance with Section 3 of this article.

The Club reserves the right to deduct from the Membership Certificate redemption value an amount equal to the indebtedness owed the Club by the member regardless of who tenders the certificate for redemption.

## **ARTICLE X Miscellaneous**

**Section 10.1** Any action that may be taken at a meeting of the Board of Governors may be taken without a meeting of written consent setting forth the action if signed by all Board members and is filed with the Secretary. Such consent shall have the same effect as a unanimous vote at a meeting of the Board of Governors.

**Section 10.2** Any Board member present at a meeting of the Board of Governors shall be presumed to have assented to any action taken at such meeting unless his dissent is entered in the minutes of the meeting or unless he files his written dissent to such action with the person acting as secretary of the meeting.

**Section 10.3** The fiscal year of the Club shall begin on the first day of October of each year and end on the last day of September of each year.

**Section 10.4** The seal of the Club shall be in the following form, to wit: and the seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced.

**Section 10.5** Voting and Proxies. All members in good standing shall be entitled to vote and serve on the Board of Governors. Regular members, Senior Golf members and Junior members are each entitled to one (1) vote on any subject at any Club meeting or in any special mailing. Social members as of July 31, 2006, and members who convert to Social from a full voting category after this date, are each entitled to one (1) vote on any subject at any Club meeting or in any special mailing. Limited Social members and [any] Honorary members who are currently holding a Redeemable Membership Certificate are entitled to one (1) vote on any subject at any Club meeting. Social members joining after July 31, 2006 are entitled to a one quarter (1/4) fractional share vote, on any subject at any Club meeting or in any special mailing. Both Limited Social members and Honorary members who have not purchased a Redeemable Membership Certificate, Trial members, Corporate members and Inactive members are not entitled to vote. At every meeting of the Club membership, any Club member having the right to vote shall be entitled to vote in person, by absentee ballot, or by proxy granted to the spouse of such member .

**Section 10.6** Following the close of each calendar quarter, the Board of Governors shall arrange to make available to the membership a financial statement reflecting the actual operating revenues and expenses of the Club for the year to date along with the comparable budgeted amounts.

## **ARTICLE XI Amendments**

**Section 11.1** The Constitution and By-Laws of the Club may be amended as deemed necessary, proper or expedient, and in the best interest of the Club, by resolution of the Board of Governors, subject further to the power of the voting membership under the following conditions:

(a) The Board shall pass a resolution of intention to take such action, setting forth a copy of any By-Law to be repealed or adopted, and in case of an amendment, a copy of any By-Law intended to be amended, and of the By-Law as it will read when amended.

(b) The Board will prepare the resolution in the form of a ballot requiring a "yes" or "no" vote on each

proposed amendment, and mail such ballots to the voting membership.

(c) Members will be requested to return their ballots to the Secretary of the Board of Governors within a period of twenty (20) days after the mailing of the proposal. For the mail-in vote to be valid, a quorum of twenty-five (25) percent of the voting membership must respond. A two-third (2/3) majority of those voting will be required for approval of a proposed amendment.

**Section 11.2** Proposals for amendments, repeal or the adoption of new By-Laws may be made by petition of one hundred (100) voting members in good standing, which proposal shall be transmitted in writing to the Board of Governors, and upon receipt it shall be the duty of the Board of Governors to subject the petition to the conditions set forth in Section 11.1, paragraphs (a), (b) and (c).

## **ARTICLE XII Dissolution**

**Section 12.1** The Club may dissolve and wind up its affairs in the following manner:

(a) The Board of Governors shall adopt a resolution recommending that the Club be dissolved and directing that the question of such dissolution be submitted to a vote at a meeting of members entitled to vote thereon. Notice of such meeting shall be given the members in accordance with Section 6.11 of these By-Laws. A resolution to dissolve the Club shall be adopted upon receiving at least two-thirds (2/3) of the votes which members present at such meeting, or voting by absentee ballot as described in Section 6.10(b), or by proxy, are entitled to cast.

(b) Upon adoption by the members of a resolution to dissolve the Club, the Club shall cease to conduct its affairs except insofar as may be necessary for the winding up of such affairs, shall immediately cause a notice of the proposed dissolution to be mailed to each known creditor and member of the Club, and shall proceed to collect its assets and apply and distribute them as provided in Section 12.2 of these By-Laws.

(c) Upon the adoption by the members of a resolution to dissolve the Club, a Statement of Intent to Dissolve shall be executed by the Club and filed with the Secretary of State of Georgia as provided in Georgia Nonprofit Corporation Code, Section 14-3-211(c) and (d).

(d) Upon filing of the Statement of Intent to Dissolve, the Club shall cease to carry on its business, except insofar as may be necessary or appropriate for winding up thereof, but its corporate existence shall continue until such time as a Certificate of Dissolution is issued by the Secretary of the State of Georgia.

**Section 12.2** Upon filing of the Statement of Intent to Dissolve as provided in Section 12.1(c) of these By-Laws, the assets of the Club shall be applied and distributed as follows:

(a) All liabilities and obligations to include redeemable membership certificates shall be paid and discharged, or adequate provisions shall be made therefore.

(b) Assets held by the Club upon condition requiring return, transfer or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred or conveyed in accordance with such requirement.

(c) Any remaining assets shall be distributed in accordance with the provisions of Section 12.3 of these By-Laws.

**Section 12.3** As soon as practical after the filing of the Statement of Intent to Dissolve by the Club, a plan providing for the distribution of assets, not inconsistent with these By-Laws, shall be adopted by the Club in the process of dissolution for the purpose of authorizing any transfer or conveyance of assets as set forth in Section 12.2(c) of the By-Laws.

(a) The Plan of Distribution shall provide for the distribution of assets as follows:

(1) The assets described in Section 12.2(c) of these By-Laws shall be liquidated to cash or its equivalent in accordance with a plan to be adopted by the members of the Club as provided in Section 12.3(b) of these By-Laws and, thereafter, the cash or its equivalent generated from such liquidation shall be distributed, and the Plan of Distribution to be adopted by the members of the Club as provided in Section 12.3(b) of these By-Laws shall so provide for distribution thereof, as follows:

(A) The current members as of the date of filing of the Statement of Intent to Dissolve the Club shall each receive out of such cash or its equivalent, a pro rata refund of any monthly dues paid by such member for the month in which such dissolution occurs, which pro rata refund shall be determined by multiplying the amount of such member's monthly dues for such year by a fraction, the numerator of which is the number of days remaining in the month, and the denominator of which is the total number of days contained in the month in which the dissolution occurs.

(B) The current members as of the filing of the Statement of Intent to Dissolve the Club shall each receive a pro rata of such cash or its equivalent to be distributed, which pro rata share shall be determined as follows:

(1) Regular Members and Senior Golf Members, Widow or Widower Members, who were Regular Members at the time they changed the current status, will receive one (1) share. Limited Social members and any Honorary members who are currently holding a Redeemable Membership Certificate will receive one (1) share.

(2) Social Members and Inactive and Nonresident Social Members and Widow and Widower Social Members shall receive a pro rata share, the value of which shall be a fraction of the numerator of which shall be the current initiation fee for Social Members and the denominator shall be the current initiation fee for Regular Members.

(3) Junior Members and Inactive and Nonresident Junior Members and Widow and Widower Junior members shall receive a pro rata share, the value of which shall be a fraction of the numerator of which shall be the current initiation fee for Junior Members and the denominator shall be the current initiation fee for Regular Members.

(C) The value of each share to be distributed under the provisions of Section 12.3(a)(i)(2) above shall be determined by dividing the total value of the distributable assets by the total number of shares as determined under Section 12.3(a)(i)(2).

(b) The Plan of Distribution shall be adopted in the following manner:

(1) The Board of Governors shall adopt a resolution recommending a Plan of Distribution, not inconsistent with the provisions of Section 12.3(a) of these By-Laws, and directing the submission thereof to a vote thereon, which may be either an annual or a special meeting. Notice of such meeting shall be given the members in accordance with Section 6.11 of these By-Laws. Such Plan of Distribution shall be adopted upon receiving at least two-thirds (2/3) of the votes which members present at such meeting, or voting by absentee ballot as described in Section 6.10(b) or by proxy are entitled to cast, provided, however, any Plan of Distribution as adopted shall contain provisions consistent with Section 12.3(a)(i) of these By-Laws.