

BYLAWS
ST. CLAIR COUNTRY CLUB
EFFECTIVE JANUARY 1, 2023
(Revised July 8, 2025)

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**BYLAWS
ST. CLAIR COUNTRY CLUB**

An Illinois Corporation

Chartered January 18, 1911

ARTICLE I. NAME, FISCAL YEAR, AND USE OF PERSONAL PRONOUNS

Section I.1. Name

The name of this corporation is St. Clair Country Club.

Section I.2. Fiscal Year

The fiscal year shall begin on the 1st day of January of each year and end on the 31st day of December of each year.

Section I.3. Personal Pronouns

The use of personal pronouns in the Bylaws shall be construed as masculine, feminine, or neuter.

ARTICLE II. PURPOSE

Section II.1. Purpose

The purpose of the corporation is to own, maintain, and operate a private country club for strictly social activities of its shareholders, members, their families, and guests. With respect to application for memberships and guest privileges, the corporation does not and shall not discriminate on the basis of race, color, sex, creed, religious or political affiliation, age, national ancestry, disability, marital status, gender expression, or military status. The facilities shall consist of a clubhouse, golf course, tennis courts, and other facilities for outdoor and indoor athletic sports activities, refreshments, entertainment, and accommodation for members and their guests as may be determined by the Board of Directors.

ARTICLE III. MEMBERSHIP, DUES, ASSESSMENTS, AND ACCOUNTS

Section III.1. Classification and Authorization of Memberships

III.1.A. The memberships of the Club shall be classified as follows:

- (1) Active (Shareholders)
- (2) Firm-Sponsored Active
- (3) Senior
- (4) Junior I, II, and III
- (5) Non-Resident
- (6) Surviving Spouse
- (7) Honorary
- (8) Social
- (9) House
- (10) 1911

Life Memberships are no longer authorized. However, certain individuals, or their widows, who now hold these classifications of membership which were previously authorized by the Bylaws shall be entitled to continue such memberships.

III.1.B. The maximum number of members in each classification shall be determined by the Board of Directors annually at its December meeting.

Section III.2. Definitions of Memberships

III.2.A. **Active**

- (1) Any person over 21 years of age may be elected to Active membership. Such persons shall be elected by the Board of Directors in accordance with the provisions of Section III.3.
- (2) Any Active member shall have the right to one vote, to hold office, and to sponsor applicants to membership. An Active member is entitled to use the facilities of the Club, subject to rules of conduct and hours established by the Board of Directors from time to time.
- (3) Any individually owned Active membership shall not be transferrable to a Firm-Sponsored Active membership.

III.2.B. **Firm-Sponsored Active**

- (1) An Active membership may be acquired and owned by a firm, which firm may be a corporation, joint stock company, an individually owned business, or a partnership. Such membership shall be registered and enrolled in the name of a bona fide officer, owner, employee, or partner of the firm who is an

Active member or who shall be duly elected as an Active member. The individual in whose name the Firm-Sponsored Active membership is registered and enrolled, as well as the firm, through a duly authorized officer, owner, employee, or partner, shall acknowledge in writing, on forms to be provided by the Club, that such Active membership is owned by the firm.

- (2) Upon written request of the firm, executed by a duly authorized officer, owner, employee, or partner, such Firm-Sponsored Active membership may be transferred to another bona fide officer, owner, employee, or partner, who is or may be elected to Active membership. The cost of such a transfer shall be determined from time to time by the Board of Directors. Any firm owning a Firm-Sponsored Active membership, may, upon written request of the firm, executed by a duly authorized officer, owner, employee, or partner, convert such membership into an individually owned Active membership by transferring ownership of such Firm-Sponsored Active membership to the individual in whose name the Firm-Sponsored Active membership is enrolled, without any additional Initiation fees.
- (3) It shall be the duty of the Board of Directors of the Club to determine whether the original enrollment, as well as any subsequent transfer of a Firm-Sponsored Active membership, conforms not only to this section of the Bylaws but also to such policies as the Board may from time to time establish respecting such enrollments and transfers.
- (4) A Firm-Sponsored Active membership shall be deemed to have been vacated upon the death of the member in whose name the membership is enrolled or upon the termination of said individual's employment or association with the firm owning the membership. The firm shall immediately thereafter notify the Club of such vacancy in such membership, as enrolled, and within ninety (90) days after the occurrence of such vacancy shall either (a) nominate another individual officer, owner, employee, or partner in whose name the membership is to be enrolled; (b) transfer ownership of such Firm-Sponsored Active membership to the individual in whose name the Firm-Sponsored Active membership is enrolled; or (c) resign such Firm-Sponsored Active membership in accordance with the provisions of the Bylaws.
- (5) On failure of the firm to exercise one of the three options outlined in Section III.2.B.(4) within the ninety (90)-day period, all rights and privileges of the Firm-Sponsored Active membership shall be forfeited and shall cease.
- (6) Only that individual in whose name the Firm-Sponsored Active membership is registered and enrolled shall enjoy the privileges and facilities of the Club.
- (7) There shall be a limit of ten (10) Firm-Sponsored Active memberships owned by any one firm and all memberships shall be acquired as herein set forth.

- (8) Such firm, and the individual in whose name such Firm-Sponsored Active membership is enrolled, shall be jointly and severally liable to the Club for dues and other indebtedness and the Club shall have a lien on such Firm-Sponsored Active membership for the payment thereof. A vacancy of the membership enrollment shall not suspend the obligation of the firm to pay any such indebtedness.

III.2.C. Senior

- (1) Provided the maximum number of existing Senior members, defined as the lesser of forty percent (40%) of Active memberships or seventy-five (75) Senior memberships, has not been reached, any Active member who has reached the age of sixty-five (65) years, or anyone who became an Active member after October 1, 2004 and has reached the age of seventy (70) years and who has been an Active member of the Club for twenty (20) consecutive years or more may, upon request to the Board of Directors and with the surrender of his or her share of stock, become a Senior member of the Club for life. Such Senior member, or his or her surviving spouse, shall, until remarriage, be entitled to the use of the Club subject to the rules of conduct and hours established by the Board of Directors from time to time. If the Senior category is at capacity, he or she shall be put on a Senior wait list based on the date of membership in the Club. However, if the member's Active membership is not consecutive, then that member's most recent date of membership shall be utilized for purposes of this list. A Senior member shall have no rights or privileges in the conduct of the corporation other than the right to serve on the Board of Directors.
- (2) Any Firm-Sponsored Active member who otherwise meets all of the requirements for Senior membership and whose stock is owned by the firm (in accordance with the provisions of Section III.2.B of the Bylaws), must obtain a document from the firm executed by a duly authorized officer, owner, employee, or partner authorizing the surrender of the stock from the firm to St. Clair Country Club.

III.2.D. Junior I, II, and III

- (1) Any person over 21 years of age and less than 40 years of age may be elected to and hold a Junior membership. Such persons shall be elected in accordance with the provisions of Section III.3. A Junior member shall not be entitled to own a share of the capital stock in the corporation and shall have no rights and privileges in the conduct of the corporation other than the right to serve on the Board of Directors.
- (2) Junior memberships shall be divided into three categories by age. A Junior I member is defined as a Junior member between the ages of twenty-one (21)

and twenty-nine (29), inclusive. A Junior II member is defined as a Junior member between the ages of thirty (30) and thirty-five (35), inclusive. A Junior III member is defined as a Junior member between the ages of thirty-six (36) and thirty-nine (39), inclusive.

- (3) A Junior member is entitled to the use of all facilities of the Club, subject to rules and hours established by the Board of Directors from time to time.
- (4) Membership applications for Junior membership shall be placed in two categories. The first category, called **Junior Member with Legacy Status**, is defined as under the age of thirty (30) and at the time of membership application, is the son, stepson, son-in-law, daughter, stepdaughter or daughter-in-law, of an Active, Senior, Social, Non-Resident or House member who has been in good standing for at least five (5) years. Initiation fees for a Junior member with Legacy status are governed by Section III.7.F. The second category shall consist of all applications for Junior membership who are not related to a current member of the Club. Initiation fees for this category of Junior member are governed by Section III.7.B.
- (4) Any individual applying for Junior membership who is otherwise eligible for membership and is the son or daughter of a current member shall be given priority for election to Junior membership as determined by the Membership Committee and the date of posting of the application as required by Section III.3.
- (5) Sons and daughters of deceased members shall be given consideration for Junior membership ahead of all nonrelated applications for Junior membership.
- (6) A Junior member, on (or before) his or her fortieth (40th) birthday, must apply for Active membership. If at such time there is no share of stock available, he or she may, by paying the balance of the Initiation fees applicable to an Active member at the time of application, enjoy the privileges of an Active member, subject, however, to the requirement that he or she acquire the first share of stock that becomes available from the Club.
- (7) At age forty (40) a Junior member may transfer to Social membership upon payment of the Social membership Initiation fee in lieu of the final installment of Active Initiation fees.

III.2.E. Non-Resident

- (1) Any person, twenty-one (21) years of age or older, shall be eligible for Non-Resident membership provided this person does not maintain a residence at which he or she resides at least fifty percent (50%) of any one calendar year

within a radius of seventy-five (75) miles of St. Clair Country Club or a place of business in the City of St. Louis, Missouri, St. Louis County, Missouri, St. Clair County, Illinois, or Madison Country, Illinois.

- (2) A Non-Resident member is entitled the use of all facilities of the Club, with the exception of the golf course, without additional cost. With respect to the use of the golf course, Non-Resident members shall be required to pay fifty percent (50%) of the established greens fees.
- (3) A Non-Resident member shall not be entitled to own a share of the capital stock of the corporation and shall have no rights or privileges in the conduct of the corporation. Transferring from Active membership to Non-Resident membership shall require forfeiture of stock (if stock is held)
- (4) A Non-Resident member must submit proof of residency with their membership request that is satisfactory to the Board of Directors in its discretion.
- (5) A Non-Resident member is not subject to quarterly minimums or a monthly House charge. All food and beverage purchases will be subject to a 20% service charge.

III.2.F. Surviving Spouse / Widow

- (1) A Surviving Spouse is a spouse whose husband or wife purchased and held a membership in the Club and is now deceased. Upon the death of the member, the Surviving Spouse may elect to reinstate the deceased member's membership by notifying the Club within six (6) months of the death of the member spouse.
- (2) If the Surviving Spouse elects to retain the deceased member's membership, then the Club shall transfer the membership owned by the deceased member to the Surviving Spouse without requiring the payment of additional Initiation fees or other charges and retaining time of service toward Senior status, if the deceased member was Active. Thereafter, the Surviving Spouse shall pay full dues for the classification and category elected, and have the right to vote, hold office, and share in liquidation proceeds, if an Active member.
- (3) Failure to notify the Club within six (6) months of the deceased member's death and subsequent election to maintain the membership classification and category held by the deceased member shall result in the Surviving Spouse becoming a Widow member. A Widow member retains the benefits of the deceased member's category but does not have the right to vote, hold office, or share in liquidation proceeds. The remarriage of a Widow member who

fails to elect to reinstate or restore the membership held by a deceased spouse shall result in termination of the Widow membership.

- (4) If a Surviving Spouse fails to make the election to retain the deceased member's classification and category with six (6) months of the death of a member spouse, but subsequently desires to be restored to the membership, the Surviving Spouse, now a Widow member, may apply for transfer into the desired classification and category. When and if said transfer is accepted, the Surviving Spouse shall pay the Initiation fees then in effect for that classification. The Widow member shall receive the same priority, if any, for upgrade into a voting class that the Widow member's deceased spouse would have received by virtue of the membership held by the deceased member spouse.

III.2.G. Honorary

- (1) The Board of Directors by a four-fifths (4/5) majority vote of all its members may award or revoke an Honorary membership to any person whom they feel is deserving by reason of service or position. Honorary memberships shall be limited and awarded only after careful and sincere deliberation. The type of persons to whom Honorary memberships shall be awarded are professional or potential professional golfers, professional or potential professional tennis players, or other persons who have achieved notable and outstanding personal accomplishments.
- (2) Honorary members shall not be entitled to own a share of capital stock of the corporation and shall have no rights or privileges in the conduction of the corporation or the distribution of its assets. An Honorary member shall be entitled to the use of all facilities of the Club subject to rules adopted by the Board of Directors from time to time.

III.2.H. Social

- (1) This is a non-equity member (not entitled to vote or hold office) who is at least twenty-one (21) years of age, and who has use of all Club facilities except the golf course. A Social member shall pay a nonrefundable Initiation fee, monthly dues, monthly house charges, and quarterly food and beverage minimums as determined by the Board of Directors.
 - (a) Transferring from Active membership to Social membership shall require forfeiture of stock (if stock is held) and time in service toward Senior membership.

- (b) Transferring from Social membership to Active membership shall require the payment of the current Initiation fees for Active members less the amount previously paid for Initiation fees as a Social member.

III.2.I. **House**

- (1) This is a non-equity member (not entitled to vote or hold office) who is at least twenty-one (21) years of age, and who has utilization privileges for all dining, banquet, and social activities and services conducted or provided at the Clubhouse. A House member shall pay a nonrefundable Initiation fee, monthly dues, monthly house charges, and quarterly food and beverage minimums as determined by the Board of Directors.
 - (a) Existing Active members that request transfer to House membership shall require forfeiture of stock (if stock is held) and time in service toward Senior membership.
 - (b) Transferring from House membership to Active or Social membership shall require the payment of the current Initiation fees for Active or Social members less the amount previously paid for Initiation fees as a House member.

III.2.J. **1911 Members**

- (1) This is a non-equity member (not entitled to vote or hold office) who is at least twenty-one (21) years of age. A 1911 member must be an Active member of an existing district club in St. Louis, Missouri. A 1911 Member is allowed to play golf fifteen (15) times per year and is subject to additional service charges for services. Monthly service charges or house charges, capital payments, assessments, and quarterly minimums are waived for 1911 Members. An annual membership fee is required, the amount and terms of payment of which shall be determined by the Board of Directors from time to time.

Section III.3. Election of Members

III.3.A. The Club shall, in its sole and absolute discretion, have the right to accept or reject any application or membership pursuant to the criteria established by the Board of Directors. Criteria for rejection may include but are not limited to the following.

- (1) The applicant evidences a strong possibility of financial irresponsibility based on criteria promulgated by the Board of Directors,
- (2) The applicant, during previous use of Club facilities, has evidenced an attitude of disregard for the Club rules, or
- (3) The applicant gives false or incomplete information to the Board of Directors as part of the application procedure.

III.3.B. Members shall be elected by the Board of Directors. A candidate must be sponsored by three (3) Active members, none of whom shall be a member of the Board of Directors. Application for membership shall be made on a form supplied by the Club and such application shall be posted upon the bulletin board of the Club at least fifteen (15) days before a meeting of the Board held for the purpose of voting on candidates. Elections to membership shall be by secret ballot and three (3) negative votes shall defeat a candidate. After any candidate is defeated for election his or her name shall not again be proposed for membership for at least six (6) months.

III.3.C. The proceedings of the Board of Directors, so far as they relate to the candidates for membership, shall be secret and such deliberations shall be held in strict confidence by its members. In addition, the sanctity of a secret written ballot on the election of members or the rejection of proposed members shall be maintained at the meeting of the Board of Directors and no Board member's vote shall be questioned or discussed.

III.3.D. It shall be the duty and pleasure of every member in good standing to give the President, in writing and signed, any reason why any applicant is not eligible or desirable for membership. The President shall convey to the Board of Directors the subject matter of such objection without revealing the identity of the communicant but after certifying that communicant is a member in good standing. All such objections shall be discussed by the Board of Directors before a vote upon the applicant shall be taken.

III.3.E. To fully qualify for membership in the Club, an applicant must deposit with the Secretary, together with a completed application, the amount of the Initiation fee, as determined from time to time by the Board of Directors, plus dues and assessments for the first month, for the category of membership in which the applicant is qualified and is a candidate.

III.3.F. Until the application of membership has been finally acted upon, an applicant shall not be entitled to any privileges of the Club.

Section III.4. Termination of Membership

III.4.A. A member wishing to resign shall notify the Board of Directors in writing of such intention. Such voluntary resignation shall become effective on the first day of the month following acceptance by the Board of Directors or on such date as the Board may designate.

III.4.B. Upon the death of any shareholder, or any other member, the liability for dues and assessments, together with the rights and privileges of the Club, shall be terminated as of the end of the month in which death occurs.

III.4.C. A member's membership and all rights and ownership of stock in the Club may be terminated or suspended for (a) failure to pay such member's account in accordance with the provisions of Section III.8, or (b) after notice and opportunity to be heard, by action of the Board of Directors for cause deemed sufficiently serious and detrimental by a four-fifths (4/5) majority of the members of the Board of Directors to warrant such action. Payment of all dues, service fees, and capital fees will be required between any suspension and reinstatement. Examples, not all-inclusive, of such causes include:

- (1) Intentional and malicious destruction of Club property or assets,
- (2) Repeated and persistent (after warning) violation or disregard of rules adopted by the Board of Directors from time to time,
- (3) Engaging in physical, verbal, or any other form of abuse of another member or an employee of the Club,
- (4) Conduct that is sexually offensive or harassing toward fellow members or an employee of the Club,
- (5) Theft of any property of the Club or of any other member, or
- (6) Any other conduct which reflects adversely upon St. Clair Country Club and/or its members.

III.4.D. The Board of Directors may, by a four-fifths (4/5) majority vote, suspend any one of a member's family from the use of the Club facilities for any of the causes set forth in Section III.4.C.

III.4.E. If a member divorces, his or her ex-spouse shall have no rights or privileges with respect to the member's affiliation at St. Clair Country Club, effective the date the member's divorce is finalized. It is incumbent upon a divorcing member to notify the St. Clair Country Club of his or her divorce and the official date of dissolution. The ex-spouse can seek his or her own membership subject to then-existing fees and requirements associated with the Club's application process. Or, alternatively, subject to approval of the Board of Directors, the divorcing member may surrender his or her membership and the Board may extend a new membership in the same category to the ex-spouse without payment of an Initiation fee, providing both parties supply the Board of Directors with satisfactory written documentation of their unqualified agreement to this arrangement, and such other documentation as the Board may request, to ascertain

the ability of the ex-spouse to meet the financial obligations of membership. Submission of a formal application for membership is still required. The effective start date of the ex-spouse's new membership shall be the date the Board of Directors approved said new membership. If the member of record does not surrender his or her membership, the ex-spouse shall have no rights or privileges with respect to membership at St. Clair Country Club associated with their ex-spouse.

III.4.F. Inactive List

- (1) An Active, Senior, or Social member may file a written request with the Board of Directors on or before the Organizational Meeting of the Board of Directors in January to go Inactive for a period of time not to exceed one (1) calendar year.
- (2) If said request is granted, the member shall pay a nonrefundable Inactive fee in an amount as established by the Board of Directors, which shall be payable within ten (10) days of the date that his or her request is approved. Should the Board of Directors refuse any such request, its decision shall be final and dues commensurate with the amount assessed against members of the same membership category shall become due and payable.
- (3) A member electing Inactive status shall have all membership privileges suspended for the inactive period granted by the Board of Directors. An Inactive member shall have no right to use the facilities of the Club. A member granted Inactive status may apply for reinstatement before the end of the inactive period, which may be approved at the sole discretion of the Board of Directors.
- (4) Any member who is called to active military service, whether Reserve or full-time, shall have his or her dues abated and shall be considered an Inactive member during his or her term of service. However, the spouse or family of a member called to active military service may elect to maintain Club privileges at the level of the member's classification, at the rate of thirty-five percent (35%) of all dues, capital improvement funds, and monthly house charges. Any assessments due by the member during his or her time in active military service shall be deferred until the member's return from active service.

Section III.5. Dues

III.5.A. Active members. The amount of dues shall be determined from time to time by the Board of Directors. Dues shall be payable one month in advance.

III.5.B. Junior members. The amount of dues for Junior members shall be determined by age.

- (1) Junior I: Age 21 through age 29. The amount of dues shall be determined from time to time by the Board of Directors. Dues shall be payable one month in advance.
- (2) Junior II: Age 30 through age 35. The amount of dues shall be determined from time to time by the Board of Directors. Dues shall be payable one month in advance.
- (3) Junior III: Age 36 through age 39. The amount of dues shall be determined from time to time by the Board of Directors. Dues shall be payable one month in advance.

III.5.C. Surviving Spouse members. The amount of dues shall be fifty percent (50%) of an Active member's dues for the Surviving Spouse of both Active and Senior members and shall be payable one month in advance. There shall be no dues for the Surviving Spouse of Life members. Significant Other Privileges are limited to the same privileges as a Social member for Surviving Spouses. A Surviving Spouse may elect to convert to an Active membership, without payment of Initiation fees, to enjoy full Significant Other Privileges. This election will trigger the full dues and assessments required of Active members. A Surviving Spouse who elects to convert to Active membership under this Section III.5.C. may not later revert to Surviving Spouse status. Additionally, the membership of a Surviving Spouse who remarries will automatically convert to Active status.

III.5.D. Non-Resident members. The amount of dues shall be determined from time to time by the Board of Directors. Monthly Dues and Capital Improvement Fund will be fifty percent (50%) of a current Active member. No monthly House Charge will be assessed. Dues shall be payable one month in advance.

III.5.E. Senior members. The amount of dues of Senior members shall be seventy percent (70%) of an Active member's dues and shall be payable one month in advance. Those Senior members, who prior to the enactment of this bylaw, were paying fifty percent (50%) of an Active member's dues shall thereafter pay sixty percent (60%) of an Active member's dues, and those who were paying sixty percent (60%) of an Active member's dues shall thereafter pay seventy percent (70%) of an Active member's dues.

Any Senior member whose dues are affected by the enactment of this bylaw shall pay their increase in dues at the rate of an additional five percent (5%) in the first calendar year in which this bylaw is enacted and an additional five percent (5%) beginning January 1, 2020, as follows: Senior members who pay fifty percent (50%) shall increase to fifty-five percent (55%) and thereafter to sixty percent (60%), and Senior members who pay sixty percent (60%) shall increase to sixty-five percent (65%) and thereafter to seventy percent (70%), all effective on the first day of the first month following the enactment of this bylaw, pursuant to this provision.

III.5.F. Honorary members. Honorary members shall not be charged dues.

III.5.G. Social members. The amount of dues shall be determined from time to time by the Board of Directors. Dues shall be payable one month in advance.

III.5.H. House members. The amount of dues of House members shall be thirty percent (30%) of an Active member's dues and shall be payable one month in advance.

III.5.I. 1911 Members. The amount of dues of 1911 members shall be determined annually at the December meeting of the Board of Directors and shall be payable annually one month in advance.

Section III.6. Assessments

III.6.A. Active members. Assessments may be levied from time to time by a two-thirds (2/3) vote of the Board of Directors. Assessments shall be paid as directed by the Board of Directors.

III.6.B. Junior members. The amount of assessments of Junior members shall be determined by age.

- (1) *Junior I:* Age 21 through age 29. The amount of assessments shall be twenty-five percent (25%) of an Active member's assessments and shall be payable as directed by the Board of Directors.
- (2) *Junior II:* Age 30 through age 35. The amount of assessments shall be fifty percent (50%) of an Active member's assessments and shall be payable as directed by the Board of Directors.
- (3) *Junior III:* Age 36 through age 39. The amount of assessments shall be seventy-five percent (75%) of an Active member's assessments and shall be payable as directed by the Board of Directors.

III.6.C. Surviving Spouse members. The amount of assessments of Surviving Spouse members shall be fifty percent (50%) of an Active member's assessments and shall be payable as directed by the Board of Directors; providing, however, there shall be no assessment payable by Surviving Spouses of Life members.

III.6.D. Non-Resident members. The amount of assessments of Non-Resident members shall be fifty percent (50%) of an Active member's assessments and shall be payable as directed by the Board of Directors.

III.6.E. Senior members. The amount of assessments of Senior members shall be sixty-five percent (65%) of an Active member's assessments in 2019 and seventy percent (70%) of an Active member's assessments starting in 2020, and shall be payable as directed by the Board of Directors. Those Senior members who previously qualified for the fifty percent (50%) dues privilege shall pay fifty-five percent (55%) of an Active member's assessments in 2019 and sixty percent (60%) of an Active member's assessments starting in 2020, and shall be payable as directed by the Board of Directors.

III.6.F. Honorary members. Honorary members shall not be charged assessments.

III.6.G. Social members. The amount of assessments of Social members shall be fifty percent (50%) of an Active member's assessment and shall be payable as directed by the Board of Directors.

III.6.H. House members. The amount of assessments of House members shall be thirty percent (30%) of an Active member's assessment and shall be payable as directed by the Board of Directors.

Section III.7. Initiation Fees

III.7.A. Active members. The Initiation fee of an Active member and the terms and manner of payment of same shall be determined by resolution approved by a two-thirds (2/3) majority vote of all Directors.

III.7.B. Junior members.

- (1) A Junior I member shall pay an Initiation fee in the amount of twenty-five percent (25%) of the Initiation fee which is in effect for Active members at the time of application. The applicant must deposit this amount with the Secretary as set forth in Section III.3.D. At age thirty (30), said Junior member shall pay an additional twenty-five percent (25%) of the Initiation fee in effect for Active members at the time of application. At age thirty-six (36), said Junior member shall pay an additional twenty-five percent (25%) of the Initiation fee in effect for Active members at the time of application. If said Junior member applies for Active membership prior to or on his or her fortieth (40th) birthday, the remaining unpaid balance of the Initiation fee for Active members at the time of application shall be paid. All prior Initiation installments shall be credited against the total Initiation fee for Active membership. It is the intent of this section to fix the Initiation fee for transfer to Active membership by a Junior member to such fee as was in effect at the time the application for Junior membership was posted as required by Section III.3.
- (2) A Junior II member shall pay an Initiation fee in the amount of fifty percent (50%) of the Initiation fee which is in effect for Active members at the time of application. At age thirty-six (36), said Junior member shall by an additional twenty-five percent (25%) of the Initiation fee in effect for Active members at the time of application. If said Junior member applies for Active membership prior to or on his or her fortieth (40th) birthday, the remaining unpaid balance of the Initiation fee for Active members at the time of application shall be paid. All prior Initiation installments shall be credited against the total Initiation fee for Active membership.
- (3) A Junior III member shall pay an Initiation fee in the amount of seventy-five percent (75%) of the Initiation fee which is in effect for Active members at the time of application. If said Junior member applies for Active membership prior to or on his or her fortieth (40th) birthday, the remaining unpaid balance of the Initiation fee for Active members at the time of application shall be paid. All prior Initiation installments shall be credited against the total Initiation fee for Active membership.

III.7.C. Non-Resident members. A Non-Resident member shall pay an Initiation fee in the amount of fifty percent (50%) of the Initiation fee which is in effect for Active members at the time of application. If a Non-Resident member applies for Active membership the

amount of Initiation paid for the Non-Resident membership shall be credited against the then-current Initiation fee for Active membership.

III.7.D. Social members. The Initiation fee for Social members and the terms and manner of payment of same shall be determined by resolution approved by a two-thirds (2/3) majority of the Board of Directors.

III.7.E. House members. The Initiation fee for House members and the terms and manner of payment of same shall be determined by resolution approved by a two-thirds (2/3) majority of the Board of Directors.

III.7.F. Junior members with Legacy status. The Initiation fee for Legacy members and the terms and manner of payment of same shall be determined by resolution approved by a two-thirds (2/3) majority of the Board of Directors.

Section III.8. Accounts

III.8.A. A statement of account shall be mailed, delivered, or electronically transmitted to the address of each member no later than the tenth (10th) day of each month and if the said indebtedness is not paid by the twentieth (20th) day of the same month, said indebtedness shall be considered delinquent and thereupon the name of such member, with the amount of his or her delinquent indebtedness, shall be posted on the bulletin board of the Clubhouse in the last day of the same month and a late payment fee, as established by the Board of Directors, applied to the delinquent member's account. Any member who allows such delinquency to remain for a period of one (1) month from the date of such delinquency shall automatically be suspended from the use of Club privileges. A member thus suspended shall be notified in writing by registered mail and/or email, sent to his or her address of record. Said member may be reinstated by full payment of the indebtedness and a fee of one hundred dollars (\$100.00) within ten (10) days of the aforementioned registered mailing. Any delinquency not completely satisfied in this manner shall be presented to the Board of Directors for the consideration of membership termination and forfeiture of any corporate stock with no residual value to be paid.

III.8.B. Any member who is suspended two (2) times within a twelve (12) month period shall be required to meet with the Board of Directors. The Board, at such time, shall have the authority to terminate membership and require forfeiture of corporate stock with no residual value to be paid. All accounts not paid prior to the next billing date are considered delinquent and will be assessed an amount as set by the Board of Directors and may be referred for collection.

III.8.C. In the event a member is to be absent from the area for an extended period of time, he or she may avoid delinquency action as set forth herein by making appropriate written arrangements with the Club management for a deposit to cover any charges or the forwarding of a statement of account to a temporary address.

Section III.9. Discipline.

III.9.A. Conduct Subject to Disciplinary Action. Any member of the Club, his or her family, and his or her guest shall be subject to disciplinary action by the Board of Directors if their conduct is inconsistent and incompatible with the requirements for membership or if such conduct is otherwise unbecoming of a member of the Club. Conduct unbecoming of a member shall include, but is not limited to:

- (1) The use of abusive or violent language towards a fellow club member, a guest, or an employee,
- (2) Physically fighting with a fellow club member, a guest, or an employee,
- (3) Making threats of bodily injury or property damage relating to a fellow club member, a guest, or an employee,
- (4) Intentionally causing damage to club property of the property of a fellow club member, a guest, or an employee,
- (5) Harassment or stalking of a fellow club member, a guest, or an employee,
- (6) Engaging in sexually lewd and offensive conduct on club grounds, and
- (7) Willfully and maliciously disturbing the peace on club grounds.

III.9.B. Complaints. Complaints alleging that a particular member of the Club, his or her family member, or his or her guest has engaged in conduct unbecoming of a member of the Club shall be filed with Club management. Complaints may be initiated by any member of the Club, Club management, or Club employee. All complaints shall be in writing and shall set forth in reasonable detail the nature of the conduct involved as well as the identity of the alleged offender. No member shall request or direct that any member of the Club's staff discipline another member of the Club.

III.9.C. Investigation. Any complaint of conduct unbecoming of a member of the Club shall be investigated by the Board of Directors which shall consider such complaint and undertake such review, inquiry, or investigation of the complaint and the facts and circumstances involved as shall appear to the Board, in its sole and absolute discretion, to be reasonable, necessary, or appropriate.

III.9.D. Notice and Opportunity to Be Heard. If the Board of Directors determines that disciplinary action may be appropriate, the Board shall provide written notice to the member involved of the nature of the complaint and the disciplinary action recommended or contemplated. The Board shall request, invite, and afford the member involved the opportunity to appear before one (1) or more representatives of the Board at a time reasonably convenient to all parties to show cause or reason why he or she, a particular member of his or her family, or his or her particular guest should not be disciplined as contemplated by the Board. The conduct of such an appearance shall be informal and shall not be subject to the rules of evidence or procedure governing judicial proceedings. The failure of the member involved to appear before the Board at the appointed time shall not preclude the Board from administering the recommended or contemplated disciplinary action or any other disciplinary action which the Board, in its sole and absolute discretion, may deem appropriate in the circumstances.

III.9.E. Administration of Discipline. If the Board of Directors, in its sole and absolute discretion and opinion, finds that the complaint is justified and has been reasonably substantiated to the satisfaction of the Board such that, in the opinion of the Board, the member involved, a member of his or her family, or his or her guest has engaged in conduct unbecoming a member of the Club, the Board shall administer such disciplinary action as the Board, in its sole and absolute discretion, deems appropriate in the circumstances.

III.9.F. Disciplinary Action. The Board of Directors, taking into account the nature and gravity of the conduct involved, may, in its sole and absolute discretion, reprimand, place on probation, suspend the membership of, or expel any member who, or whose family members or guests have, in the opinion of the Board, engaged in conduct unbecoming of a member of the Club. A member of the Club, or other person against whom any such disciplinary action is taken shall be given written notice of such disciplinary action by the Board and thereafter such disciplined member, family member, or guest shall be obligated to conduct themselves accordingly.

III.9.G. Suspension. The Board of Directors may suspend a member, his or her family member(s), and/or his or her guest(s) for a period of up to one (1) year from some or all of the rights and privileges of Club membership and license to use some or all of the Club properties or facilities. During the term of any such suspension, the membership dues and other financial obligations of membership shall continue to accrue and shall be paid in full prior to reinstatement of the suspended party to full rights and privileges.

III.9.H. Expulsion. The Board of Directors may expel a member, his or her family member(s), and/or his or her guest(s). In the event of expulsion, the rights, privileges, and license of membership of such expelled member, his or her family member(s), and/or his or her guest(s) shall, from and after the date of such expulsion, be terminated and revoked. An expelled member shall forfeit any Initiation fee and all dues then due or previously paid to the Club. Expulsion from membership shall not relieve the expelled member of or from his or her obligations and personal liability for the payment of any debt or indebtedness to the Club for any dues, fees, or other charges which have been made or charged or which may have accrued to his or her membership account prior to such expulsion. Any member of the Club who has been expelled from membership by the Club shall not again be eligible for Club membership, nor be admitted to or permitted to use Club properties or facilities under any circumstances, including without limitation as a guest of another member in good standing, unless such expelled member is reinstated by the Board.

III.9.I. Requested Resignation. The Board of Directors may, in its sole and absolute discretion, before initiating any of the foregoing procedures for disciplinary action, request the resignation of a member of the Club. If such member refuses to voluntarily resign such a request, then the foregoing procedures for disciplinary action shall be initiated.

ARTICLE IV. OWNERSHIP OF STOCK

Section IV.1. Stock

IV.1.A. Each Active member must obtain one (1) share of capital stock of the corporation within thirty (30) days of his or her election to membership. No person who is not elected to Active membership in the Club may acquire or own a share of stock in the corporation and no person may own more than one (1) share of stock, provided, however, that more than one (1) share of stock may be owned by a firm under the provisions of Section III.2.B, so long as such shares are registered in the names of different individuals.

IV.1.B. If the membership of any shareholding member be terminated by resignation, the stock owned by such member shall be canceled and forfeited unless transferred upon the books of the corporation, with the approval of the Board of Directors, within sixty (60) days of such termination.

IV.1.C. Upon the death of any shareholding member, the stock owned by the deceased shall be canceled and forfeited unless transferred upon the books of the corporation, with the approval of the Board of Directors, within one hundred eighty (180) days from the date of death.

IV.1.D. Capital stock shall be transferrable only in such manner as shall be provided in these Bylaws and any amendments thereof. The Bylaws and any and all amendments that may be made from time to time shall be considered an essential part of the contract of the issuance and acceptance of each share of stock and shall be binding upon all shareholders. No dividends shall be paid upon any share of stock.

IV.1.E. A member's membership and rights and ownership of stock in the Club may be terminated for failure to pay his or her account in accordance with the provisions of Section III.8.

IV.1.F. Any shareholder who desires to sell or transfer his or her stock shall first notify the Board of Directors in writing. If such shareholder is not indebted to the Club he or she shall be entitled to sell said share of stock to any other person whose application for membership has previously been approved by the Board of Directors. If such shareholder is indebted to the Club, the indebtedness must be paid in full before the share may be transferred to another person.

IV.1.G. No person claiming to own a share of stock in the corporation shall have or exercise the privileges of a shareholder unless his or her name appears upon the books and records of the corporation as such shareholder or unless the Firm-Sponsored Active share of stock is registered in his or her individual name.

IV.1.H. St. Clair Country Club shall have a first lien upon any share of stock of a member for any indebtedness of the member or an indebtedness for which a member is

responsible and such lien may be enforced by sale or forfeiture, in accordance with Section III.4.C., of such stock or in any other lawful manner.

IV.1.I. Upon the face or on the back of the stock certificate evidencing a share of stock in the corporation there shall be printed the following legend:

“This certificate is issued to the holder thereof and is subject to the provisions of the Bylaws of St. Clair Country Club and all amendments that may be made from time to time. The said Club shall have a prior lien upon the stock represented by this certificate for all indebtedness to said Club.”

“This certificate is not assignable unless the Board of Directors of said Club consents to said assignment.”

“No dividends may be paid upon the capital stock interest represented by this certificate.”

IV.1.J. The certificates of stock in the corporation shall be contained in a book and issued therefrom under the corporate seal, in consecutive order, and shall be numbered and registered in the order in which they are issued.

IV.1.K. Certificates of stock of the corporation can only be transferred upon the books of the corporation; all certificates exchanged or returned to the corporation shall be canceled by the Secretary and such canceled certificates pasted in their original place in the book; no new certificate shall be issued until the old certificate has been canceled and returned to its original place in the book, unless lost and satisfactory evidence of such loss is furnished to the Secretary.

ARTICLE V. MEETINGS OF SHAREHOLDERS AND VOTING

Section V.1. Annual Meeting

The Annual Meeting of the Shareholders shall be held in the Clubhouse on the third Wednesday of January following the fiscal year ended December 31, commencing at a time determined by the Board of Directors; if such day is a holiday, then the Annual Meeting shall be held on the next succeeding business day.

Section V.2. Quorum

A quorum at the Annual Meeting shall consist of a majority of the outstanding capital stock represented either in person or by proxy. If a quorum is not present, the meeting shall be adjourned by the President or other presiding officer at the meeting to such time as the majority who are present, either in person or by proxy, shall determine.

Section V.3. Voting

At all Meetings of Shareholders each shareholder shall have a right to vote, in person, via electronic mail, or by proxy, for the number of shares to which he or she holds proxy for as many persons as there are Directors to be elected, or to cumulate said shares and to give one candidate as many votes as the number of Directors to be elected multiplied by the number of his or her shares of stock, or to distribute them on the same principle among as many candidates as he or she shall think fit, and so long as the statutes of the State of Illinois so require, such Directors shall not be elected in any other manner.

Section V.4. Special Meeting of Shareholders

A Special Meeting of Shareholders may be called at any time during the interval between the Annual Meetings by not less than six (6) members of the Board of Directors or by petition signed by not less than fifteen percent (15%) of the shareholders. Notice of Special Meetings shall be given to all shareholders in writing by United States Mail addressed to each shareholder at his or her address as shown on the books and records of the corporation or via electronic mail at least ten (10) days prior to the date of such Special Meeting. The written notice shall specify the time and place of such Special Meeting and the purpose for which such Meeting is called. In the event a quorum of shareholders is not present at any Special Meeting, either in person or by written proxy, the Special Meeting shall be adjourned by the President or other presiding officer, from day to day, not exceeding three (3) days, until a quorum is present. If a quorum is not present after the third such adjournment, then the Special Meeting shall be adjourned sine die.

Section V.5. Order of Business

The order of business at the Annual Meetings of Shareholders shall be as follows:

- (1) Registration of written proxies
- (2) Reading of the minutes of the previous Annual Meeting of Shareholders and all Special Meetings of Shareholders held subsequent thereto.
- (3) Appointment by the President or other presiding officer of three judges of elections whose duties are to (a) collect and have custody of the written ballots, (b) tally the votes, and (c) report in writing the results of the tally.
- (4) Casting of ballots.
- (5) Reports of officers and committee chairmen.
- (6) New business.
- (7) Report of election judges.
- (8) Adjournment

Section V.6. Right to Challenge

Any shareholder shall have the right to challenge the vote of another shareholder or his written proxy. In the event a shareholder or written proxy is challenged, the Secretary and First Vice President, together with the election judges, shall make an investigation and determine the validity of the membership or the written proxy as the case may be, and their decision, or the decision of the majority of them, shall be final.

Section V.7. Special Rules

Special rules of Meetings of Shareholders may be adopted by approval of a majority of the members present either in person or by written proxy, at such meeting. In the absence of special rules or provisions of these Bylaws to the contrary, Robert's Rules of Order, as revised, shall govern.

Section V.8. Informal Action by Shareholders

Any action required by the Bylaws to be taken at any Special Meeting of Shareholders, but not at the Annual Meeting, may be taken without a meeting and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares that would have been necessary to authorize such action at a meeting held at which shareholders voted in person or by proxy. The consent and action taken thereby shall be effective only if, at least five (5) days prior to the execution of the consent, a notice in writing was delivered to all of the shareholders entitled to vote with respect to the subject matter thereof, and, after the effective date of the consent, prompt notice of the taking of the corporation action shall be delivered in writing to those shareholders who have not consent in writing.

ARTICLE VI. BOARD OF DIRECTORS

Section VI.1. Management and Corporate Powers

All the management and corporate powers of the Club shall be vested in and exercised by a Board consisting of eleven (11) Directors, nine (9) of whom shall be shareholders of the corporation, one (1) of whom shall be a Junior member, and one (1) of whom shall be a Senior member, at the time of their election to the Board of Directors. For purposes of the first Annual Meeting of Shareholders following the adoption of this amendment to Article VI, Directors shall be elected each year for a term ending on the third Annual Meeting of Shareholders subsequent to their election. The Directors shall act only as a board and no individual Directors shall exercise or have power as such. No action by the Board of Directors shall be valid unless determined at a convened regular or special meeting of the Board of Directors unless the Board of Directors consents unanimously to such action in writing without a meeting. Any Director may be removed by an affirmative vote of two-thirds (2/3) of all the outstanding shares of stock in the corporation at any Special Meeting of Shareholders called for that purpose. Any Director who has served one (1) three-year term shall not be eligible for re-election until after the lapse of at least one (1) year from the expiration of his or her three-year term as a Director.

Section VI.2. Quorum

A quorum for a meeting of the Board of Directors shall consist of more than 50% of the Directors holding office.

Section VI.3. Vacancy

In the case of a vacancy on the Board, the Board of Directors shall fill such vacancy by appointment. The appointment of a Board member shall be for the period of time remaining until the next Annual Meeting of Shareholders, at which time any vacancy for which an unexpired term remains shall be filled by election. Any member appointed under this Bylaw shall be eligible to run for election. In the event the number of Directors on the Board is reduced to less than six (6), the Secretary shall call a Special Meeting of Shareholders for the purpose of electing Directors to fill such vacancies, who shall serve for the unexpired terms.

Section VI.4. Meetings

The Directors elected at the Annual Meeting of Shareholders shall take office immediately. The Organizational Meeting of the Board of Directors shall be held on the Thursday eight (8) days after the Annual Meeting of Shareholders, or if that day be a holiday, on the next succeeding business day. Thereafter regular meetings of the Board of Directors shall be held as the Board of Directors may determine. Special meetings of the Board of Directors may be called by the President or by any three (3) Directors by giving at least one (1) days' notice thereof either personally or by United States Mail.

Section VI.5. Committee Appointments

Committee members and chairman shall be appointed by the President with the advice and consent of the Board of Directors.

Section VI.6. Enforcement of Rules and Regulations

The Board of Directors shall have the power from time to time to make and provide for the enforcement of rules and regulations concerning the use and privileges of the Club and all of its facilities.

Section VI.7. Absence from Meetings

Any Director who shall be absent from three (3) consecutive meetings without permission of the President shall be considered to have thereby resigned from office and the vacancy shall be filled in the manner prescribed by the Bylaws.

Section VI.8. Borrowing of Funds

The Board of Directors shall have no power, unless expressly authorized by the Active members of the Club, to make the Club liable for any debt or debts in excess of a sum equal to one (1) month normal operating expenses of the Club, as averaged over the immediately preceding fiscal year. The Board of Directors, by a two-thirds (2/3) votes of its members at a regular or special meeting duly convened, may authorize the borrowing by the corporation of a sum not to exceed one (1) month normal operating expenses of the Club and as security for same encumber or mortgage the property and assets of the Club. No sum in excess of one (1) month normal operating expenses of the Club, or any encumbrance as security therefore in excess of one (1) month normal operating expenses of the Club, shall be authorized unless and until the same is approved by a four-fifths (4/5) vote of the members of the Board of Directors present at a meeting of the Board of Directors duly convened and subsequently approved by a majority of the shareholders voting on the proposition at either the Annual Meeting of Shareholders or a Special Meeting of Shareholders called for that purpose.

ARTICLE VII. OFFICERS

Section VII.1. Election of Officers

The officers of the Club shall be elected at the Organizational Meeting of the Board of Directors held after the Annual Meeting of Shareholders. The officers shall consist of the President, the First Vice President, the Second Vice President, the Secretary, and the Treasurer. In addition, the Board of Directors may elect one or more Assistant Secretaries. Each of such officers shall be elected for a term not exceeding one (1) year and until a successor is elected. A vote of a majority of the Board of Directors shall be required to elect each officer. With the exception of Assistant Secretary, all officers must be members duly elected to the Board of Directors.

Section VII.2. President

The President shall be the Chief Executive Officer of the Club and shall preside at all Meetings of the Shareholders and at all meetings of the Board of Directors. He or she shall be an *ex officio* member of all committees but shall not be entitled to vote upon any question before any committee except in the case of a tie vote of the other members present. The President shall see that all orders and resolutions of the Board of Directors are carried into effect and shall perform all such other duties as are incident to the office or are properly required by the Board of Directors. The President shall, together with the Secretary or an Assistant Secretary, execute bonds, mortgages, stock certificates and other contracts requiring a seal, under the seal of the corporation, except where required by law to be otherwise signed and executed and except where the signing and execution thereof is expressly designated by the Board of Directors or some other officer or agent of the corporation.

Section VII.3. First Vice President

The First Vice President shall, in the absence or unavailability of the President, perform the duties and exercise the powers of the President and shall perform such other duties as the Board of Directors shall prescribe. The First Vice President shall be *ex officio* a member of all committees; provided, however, that he or she shall have a right to vote only on Finance, Golf, Grounds, and Membership Committees.

Section VII.4. Second Vice President

The Second Vice President shall, in the absence of the President and the First Vice President or their unavailability, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board of Directors shall prescribe. The Second Vice President shall be *ex officio* a member of all committees; provided, however, that he shall have the right to vote only on the Entertainment, House, Swim/Tennis/Fitness, and Rules Committees.

Section VII.5. Secretary

The Secretary shall attend all meetings of the Board of Directors and all Meetings of the Shareholders and record the minutes and all votes and resolutions of such meetings in a book specifically kept for that purpose. The Secretary shall have custody of the books and records of the corporation and shall give, or cause to be given, notice of all Meetings of the Shareholders and all other meetings of the Board of Directors, and shall perform such other duties that may be prescribed by the Board of Directors or the President, under whose supervision he or she shall act. The Secretary shall have custody of and keep in safe condition the seal of the corporation, and when authorized by the Board affix and attest the same to any instrument requiring it.

Section VII.6. Treasurer

The duties of the Treasurer shall be to advise the President and the Board of Directors concerning fiscal matters, report the financial position of the corporation as reflected in the books and records, and such other duties as the Board of Directors shall prescribe from time to time.

Section VII.7. Assistant Secretaries

The Assistant Secretary, or Secretaries, shall, in the absence, disability or unavailability of the Secretary, perform all of the duties of the Secretary, and such other duties of the Secretary and such other duties as may be assigned from time to time by the Board of Directors.

ARTICLE VIII. COMMITTEES

Section VIII.1. Nominating Committee

VIII.1.A. On or before the first day of November, the President, with the advice and consent of the Board of Directors, shall appoint a Nominating Committee which shall consist of five (5) shareholders. This committee shall within forty-five (45) days nominate a slate of candidates equal in number required to fill the vacancies at such time for the office of Board of Directors to be voted on at the next annual election. A list of candidates so nominated shall be posted immediately on the bulletin board of the Clubhouse. No member of the Nominating Committee shall be appointed to serve more than once every three (3) years.

VIII.1.B. Any number of shareholders, not less than twenty-five (25), may nominate other candidates for the Board of Directors. Such nominations shall be in writing, with the signatures of the persons so nominating them, and be placed in the hands of the Secretary, who shall post the names of all persons so nominated on the bulletin board of the Clubhouse at least fifteen (15) days before the Annual Meeting of Shareholders.

Section VIII.2. Other Committees

VIII.2.A. Appointment of Committees. The President, with the advice and consent of the Board of Directors, shall appoint such other committees as the President or the Board of Directors may deem necessary and shall fix and prescribe their powers and duties.

VIII.2.B. Standing Committees. The following standing committees shall be among those designated and appointed: Executive, Nominating, Finance, Long Range Planning, Buildings, Grounds, Entertainment, Golf, Swim/Tennis/Fitness, and House.

VIII.2.C. Executive Committee. The Executive Committee shall consist of the President, First Vice President, Second Vice President, and Treasurer of the Board of Directors.

VIII.2.D. Nominating Committee. All members of the Nominating Committee shall be Active members. Members of other committees need not be Active members.

VIII.2.E. Finance Committee. The Finance Committee shall consist of a number of members as the Board of Directors may determine from time to time. The Finance Committee shall be responsible:

- (1) To review and recommend annual budgets on the basis of facts and figures submitted by the management of the Club for action by the Board of Directors,
- (2) To make adequate provision for receipt, deposit, and disbursement of funds, and

- (3) To establish methods of accounting adequate for accuracy and comprehensive analysis of Club operations.

VIII.2.F. Long Range Planning Committee. The Long Range Planning Committee shall consist of a number of members as the Board of Directors may determine from time to time. Each such member shall be appointed for a term of up to three (3) years and shall include the immediate past President of the Club. The Long Range Planning Committee shall study and recommend long range overall plans for the utilization of the Club's properties and other assets to maximize their benefits to the membership. The Committee shall not concern itself with projects to be accomplished in the next three (3) years. For example, the Buildings Committee shall be responsible for the construction and/or renovation of all buildings owned by the Club.

VIII.2.G. Buildings Committee. The Buildings Committee shall be responsible for the construction, renovation, and repair of all buildings and physical assets of the Club related to the operation and maintenance of said buildings.

VIII.2.H. Grounds Committee. The Grounds Committee shall be responsible for the grounds, enforcement of grounds rules, and shall oversee the condition of the golf course as well as all improvements and alterations to the course or grounds.

VIII.2.I. Entertainment Committee. The Entertainment Committee shall be responsible for and arrange plans for the entertainment and recreation of the members of the Club.

VIII.2.J. Golf Committee. The Golf Committee shall be responsible for the establishment and enforcement of all rules and regulations pertaining to the use of the golf course and the playing thereon, including recommended fees. The Golf Committee shall also be responsible for golf utilization, recommended programming, and all inter-club and intra-club golf tournaments.

VIII.2.K. Swim/Tennis/Fitness Committee. The Swim/Tennis Fitness Committee shall act as one committee.

- (1) The Swim Committee shall be responsible for the pool facilities, utilization, and recommended programming for the pool area. The Swim Committee shall arrange and conduct competitions among the membership and with visiting club representatives, including the establishment of rules and awarding of prizes.
- (2) The Tennis Committee shall be responsible for the facilities and utilization of the tennis courts and shall arrange and conduct competitions among the membership and with visiting club representatives, including the establishment of rules and awarding of prizes.
- (3) The Fitness Committee shall be responsible for the fitness facilities and their utilization and shall arrange instructor-led classes as needed.

VIII.2.L. House Committee. The House Committee shall periodically review the overall Club food and beverage operations including budgeting, profitability, quality, service, and menu selections.

VIII.2.M. Membership Committee. The Membership Committee shall be responsible for recruitment of new members, retention of existing members, and the conception and execution of events and campaigns to further recruitment and retention.

ARTICLE IX. VISITORS

Section IX.1. Rules and Regulations

All privileges extended to visitors shall be subject to such rules and regulations as the Board of Directors may from time to time prescribe, and subject to such fees as may be prescribed in such rules.

Section IX.2. Conduct

Every member shall be responsible for the conduct and indebtedness of all visitors introduced by him and her.

Section IX.3. Reciprocity

All privileges extended to visitors shall be subject to such rules and regulations as the Board of Directors may from time to time prescribe, and subject to such fees as may be prescribed in said rules; provided, however, privileges shall not be extended to visitors from other clubs without fees unless reciprocal agreements have been entered into by the Board of Directors with such other club.

Section IX.4. Unrelated Business Income

The Board of Directors shall adopt strict and limiting rules so as to allow the corporation to remain tax exempt under the provisions of Section 501(c)(7) and to maintain its status as a private country club for social activities maintained for the benefit and welfare of the Club's members.

ARTICLE X. SEAL

Section X.1. Seal

The seal of the Club shall be a circle in form and shall have engraved on its margin the words "St. Clair Country Club" and in the center the word "Seal".

ARTICLE XI. AMENDMENTS

Section XI.1. Procedure for Alteration, Amendment, or Repeal of These Bylaws

XI.1.A. These Bylaws may be altered, amended, or repealed by a vote of a majority of all the Directors, provided a copy of the proposed amendment, alteration, or repeal has been posted upon the bulletin board of the Club for twenty (20) consecutive days prior to the date of the meeting at which action is taken, and provided also that a copy of such proposal has been mailed to each Director, or delivered in person, or electronically, at least ten (10) days prior to such meeting.

XI.1.B. These Bylaws may be altered, amended, or repealed by an affirmative vote of at least a majority of the members either (a) at a vote taken at an Annual Meeting of Shareholders, (b) a Special Meeting of Shareholders called for that purpose, or (c) by written ballot submitted to each member.

ARTICLE XII. INDEMNITY

Section XII.1. Indemnity

Each person, his or her heirs, administrators, or executors made or threatened to be made a party to any action, suit, or proceeding; civil, criminal, or administrative; by reason of the fact the such person is serving or has served as an officer, Director, or committee member of St. Clair Country Club shall be indemnified by St. Clair Country Club to the full extent of any and all costs, expenses, liabilities, and damages actually and reasonably incurred by or assessed against him or her; or on his or her behalf; as a result of such action, suit, proceeding or any threat thereof or any appeal therefrom; except that indemnification shall not apply to any matters in which such person is finally adjudged in such action, suit, proceeding, or appeal therefrom; to be liable for his or her willful misconduct or a knowing violation of criminal law in the performance of his or her duty to St. Clair Country Club. The foregoing right of indemnification shall not extend beyond the limits permissible under applicable common or statutory law, nor shall such right be exclusive of other rights to which such person may be entitled.