



Membership Bylaws

Eagle's Bluff Country Club LLC

**EAGLE'S BLUFF COUNTRY CLUB, L.L.C.  
MEMBERS BYLAWS**

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**MEMBERSHIP BYLAWS  
EAGLE'S BLUFF COUNTRY CLUB**

All capitalized terms contained in these Bylaws are defined in Article 13.

**ARTICLE 1 NAME AND OWNER**

The name of the Club is "Eagle's Bluff Country Club." It is located within the residential community area known as Eagle's Bluff. The Club is owned and operated by Eagle's Bluff Country Club, L.L.C.

**ARTICLE 2 PROPERTY**

**2.1 FACILITIES**

The Club's facilities that are currently planned consist of an 18 hole championship golf course designed by Carlton Gipson and related practice facilities; a clubhouse with lounge areas and dining areas; at least two tennis courts; a swimming pool and such other property and facilities as Owner may make available to the Club. Owner reserves the right to revise, delete or add to the facilities of the Club.

**2.2 CONSTRUCTION**

The golf course was opened in April 1999. The remaining facilities will be constructed thereafter by Owner in accordance with the development plan for the Club.

**ARTICLE 3 MEMBERSHIP SELECTION**

**3.1 APPLICATION FOR MEMBERSHIP**

Membership in the Club is by application. All applications must be submitted in a Club Membership application form to the Membership Director of the Club. Property Owner applicants must submit their applications for Full Golf Membership upon the date the prospective Member becomes a Property Owner. All applications must be accompanied by the requisite Initiation Deposit. The application form shall request the following information.

3.1.1 The name and address of the applicant;

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- 3.1.2 Information on the applicant's Family Members;
- 3.1.3 Information regarding the applicant's business(es);
- 3.1.4 The Membership category for which the applicant is applying;
- 3.1.5 Two (2) valid MasterCard and/or Visa credit card numbers for accounts in the name of the applicants; and
- 3.1.6 Other information as the Membership Director considers appropriate.

### **3.2 INITIATION DEPOSIT**

All membership applications shall be accompanied by payment of the requisite initiation deposit for the membership category specified on the application. If an applicant is not accepted for membership, the initiation deposit submitted with the membership application shall be immediately refunded to the applicant with the Club's notice of declination. Owner may, in its sole discretion, periodically revise the amounts and/or terms of payment established by the Club for the initiation deposit for any category of membership offered by the Club.

### **3.3 PROCESSING OF APPLICATION**

Once the application is received by the Membership Director, the applicant shall be notified and furnished with a copy of the Bylaws and the Rules and Regulations. Upon the applicant's agreement to abide by the Bylaws and Rules and Regulations, the applicant shall be entitled to the rights and privileges of the Membership category if he or she has been accepted as a Member of the Club.

Any applicant who does not comply with the foregoing requirements within thirty (30) days from the time the application is processed shall be considered to have declined to join the Club. In the event a prospective Member fails to complete an application within the time period set forth in Section 3.1, he or she shall be considered to have declined to join the Club, and Owner shall be entitled to sell the membership pursuant to Section 4.7.

## **ARTICLE 4 MEMBERSHIP CLASSIFICATIONS**

Those acquiring memberships in the Club (herein called "Members" and each a "Member") shall have a nonexclusive, revocable license to use the Club facilities in accordance with the terms and conditions of the

Member's membership classification as outlined in the bylaws and the Rules and Regulations (hereinafter defined).

#### **4.1 FULL GOLF MEMBERSHIP**

Full golf memberships are available to property owners. Full golf memberships may be made available to individuals who are not property owners pursuant to Section 4.7. One full golf membership is available to a property owner for each lot contained in the Eagle's Bluff community. A full golf membership entitles the named Member and his or her Family to full golf and all other privileges afforded by the Club.

#### **4.2 SOCIAL MEMBERSHIP**

Social membership includes swimming, tennis and Clubhouse privileges only for each individual in the Member's immediate family. Social membership is required by all lot owners of Eagle's Bluff.

#### **4.3 NON-RESIDENT MEMBERSHIP**

Non-resident membership includes all privileges of the Club, use of golf, tennis, swimming and clubhouse facilities for each individual in the Member's immediate family. **Non-resident members must have their principal place of business and residence outside a 50 mile radius of the Club site.**

#### **4.4 JUNIOR MEMBERSHIP**

Junior membership is available to individuals under the age of 35 and includes all privileges of the Club pertaining to the class of membership chosen; use of golf/tennis, swimming and clubhouse facilities for each individual in the Member's immediate Family. Junior classification is Junior-Full.

The junior initiation deposit carries a down payment of 10% (ten per-cent) of the current initiation deposit for the classification chosen and will be non-transferable until such time as the total initiation deposit rate (i.e., the initiation deposit in effect at the time of joining) for the classification chosen is satisfied.

In addition to dues, the Junior Member will make an annual payment toward the reduction of the initiation deposit. (Full-\$200). The balance of the initiation deposit can be satisfied by choosing one of the following:

- 1) At age 30, the Junior Member may begin paying the outstanding balance of the initiation deposit over 60 (sixty) months in equal installments with no interest,

**OR**

- 2) At age 30. The Junior Member may continue the annual payments until the Member reaches their 35th birthday. Upon that date, the entire outstanding initiation deposit balance is due in full.

#### **4.5 CORPORATE MEMBERSHIP**

Corporate membership is available in all membership classifications and is designed for multiple memberships within a corporation or firm.

Corporate memberships are identical in every respect to full family memberships in privilege and dues. These memberships are issued in the name of the corporation or firm and assigned to an officer, executive or director of said corporation or firm. There may be only one family or individual designated to each Corporate Membership. The designee may be changed from time to time within the corporation or firm subject to the approval of the Admissions Committee and the payment of a transfer fee equal to ten (10%) of the existing initiation deposit in effect at the time of transfer.

In the event of the death of a corporate designee, the corporation or firm may reassign the membership to another officer, executive or director of said corporation or firm, upon arrival of application and payment of all charges accrued to the deceased designee's membership, shall thereupon automatically succeed to all the rights and privileges of such membership without payment of any additional charge or other fee by reason of such transfer.

The Directors shall have full power and authority to establish various categories of membership, determine the number of Members in each category, the amount of the initiation deposit and the dues to be paid by Members in each category, and the terms of admission, privileges, and the facilities to be extended.

#### **4.6 OWNER ELECTION**

In the event a property owner elects not to acquire a Full Golf Membership in the Club, Club Owner may, at its sole election, sell the full golf membership to (i) a subsequent property owner who acquires a lot, or (ii) a non-property owner pursuant to terms and conditions established by owner. Under no circumstances will the Club Owner deny any qualified Property Owner the right to a Full Golf membership.

#### **4.7 IDENTITY OF MEMBER**

All memberships shall be issued in the name of a given individual set forth on the application. The use of the facilities by the Member's family shall be governed by the Bylaws and Rules and Regulations of the Country Club.

#### **4.8 ADDITIONAL CATEGORY**

Owner reserves the right to amend, modify, or terminate the existing categories of Membership and/or add additional categories of Membership in the Club as determined in Owner's sole discretion.

### **ARTICLE 5 TRANSFER OF MEMBERSHIP**

#### **5.1 TRANSFER OF MEMBERSHIP**

Memberships in the Club, except the Junior, the Non-Resident, and Associate Memberships, may be transferred to another individual, corporation or firm, acceptable to the Admissions Committee with payment of a transfer fee equal to 50% (fifty percent) of the prevailing initiation deposit in effect at the time of transfer.

However, should the Board of Directors announce the closing of a specific classification of Membership to be transferred, the Club's Membership office or personnel may become involved in the procurement of a transferee. If this should occur, and the Club, not the transferring Member, is responsible for successfully procuring a transferee, the transfer fee to be paid shall be 50% (fifty percent) of the prevailing initiation deposit in effect at the time of transfer.

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#### **5.2 ADVERTISING**

A Member may not advertise, solicit, or attempt to sell his or her Membership in any manner, including any medium of advertising, unless such advertisement is related to a property sale. An advertisement, solicitation or other attempt to complete a property sale may include the following statement: "A Membership in The Eagle's Bluff Country Club may be transferable to the purchaser of this property in accordance with the Membership Bylaws and Rules and Regulations of The Eagle's Bluff Country Club." All transfer or sales of Memberships are handled exclusively by the Club. If the sale and/or transfer of a Membership is advertised or any sale or transfer of a Membership is considered in violation of this Section, (i) the right to transfer the Membership shall be



automatically revoked, and (ii) the rights of the person or persons entitled to privileges under the Membership shall be terminated. Any attempted transfer of a Membership by a Member in violation of the terms of this Section shall be null and void.

## **ARTICLE 6 MEMBERSHIP POLICIES**

### **6.1 ELIGIBILITY**

Any financially qualified person of good character, over the age of twenty-one (21), shall be eligible to join the Club without regard of race, color, national origin, sex, religious preference, creed or any disabilities of the person.

### **6.2 LEAVES OF ABSENCE**

Leaves of absence or inactive status are not permitted.

### **6.3 RESIGNATION**

A Member who does not wish to transfer his or her Membership in accordance with the provisions contained in Article 5 of these Bylaws may resign from the Club, but no resignation shall be effective until the Member's unpaid financial obligations to the Club have been settled and paid in full. Resigning Members remain liable for all dues and charges accrued up to the effective date of resignation even if he or she has not used the Facilities. But in no event may a lot owner of Eagle's Bluff Community nullify the requirement to be a Social Member in the Eagle's Bluff Country Club.

### **6.4 TRANSFERS UPON DEATH**

Upon the death of a Full Golf Member, in good standing, the Member's surviving spouse may advise the Club in writing that he or she wishes to continue to have Membership privileges. The surviving spouse must, at the time of application, be the owner of the preceding Member's homesite and must notify the Club in writing of his or her intention to continue the Membership within ninety (90) days after the death of the spouse. The surviving spouse must also complete a new Membership application, agree to abide by the Rules and Regulations then in effect and pay all applicable dues and charges.

Upon the death of a Member and the Member's surviving spouse or if a deceased Member is not survived by a spouse, the Membership may not

be transferred to any heir or other person named in will or bequest and the estate shall have no interest in the Membership, except for transferring the Membership in accordance with the terms and conditions of Article 5 of these Bylaws.

## **6.5 DISPUTES**

With regard to any claim or dispute about the ownership of a Membership, Owner shall be entitled to rely on the Membership application and may confirm ownership of that Membership in the name of the person listed on the application. Owner will not become involved in any domestic or other dispute concerning ownership or issuance of a Membership and does not have any liability or responsibility for the resolution of such disputes.

## **6.6 SEPERATION OR DIVORCE**

In the event a Club Membership is held by a married couple who subsequently are legally separated or divorced, all rights, benefits and obligations of the Club Membership shall be awarded to one (1) spouse as set forth in the separation agreement or divorce decree. In the absence of a written separation agreement or divorce decree, the Membership shall continue in the name of the spouse set forth on the Membership application. During the pendency of divorce or separation, the Club, in its sole discretion, can suspend charging privileges of a Member if any problem with payment of the bill or use of the Club should occur. The other spouse can apply for Membership in the same manner as any new applicant for Membership.

# **ARTICLE 7 MEMBERSHIP RIGHTS AND USAGE**

## **7.1 MEMBERSHIP RIGHTS**

A Membership is the contractual privilege by which designated persons enter onto the Club premises for the purpose of using and enjoying the available facilities at the times and in the manner set forth in these Bylaws. Membership identifies that person obligated for the payment of all fees, dues, fines and charges. Members agree to abide by these Bylaws as presently enacted or hereafter amended. The Bylaws as amended or supplemented will be maintained in the General Manager's office and are available for review upon request.

## **7.2 NO EQUITY RIGHTS**

The Club is not an equity club. Membership is non-equity and non-participatory. Membership does not imply any right or privilege to

participate in or to administer the Club's business policies and does not create any vested, proprietary, or easement right of any kind in land, the Club, its Facilities or assets. Owner has sole ownership and control of the Club and the operation of the facilities.

### **7.3 APPLICABILITY OF BYLAWS**

These Bylaws apply to all Members, Family and guests.

### **7.4 PERSONS ENTITLED TO FAMILY PRIVILEGES**

- (a) A Member's spouse shall be entitled to the same privileges as the Member.
- (b) A Member, having no spouse, may designate one person to receive the same privileges as the Member so long as such designated person resides in the Member's residence. Said designee must be presented in writing and approved by Owner on a yearly basis and not be changed more than once annually.
- (c) Member's dependent children shall be entitled to privileges as described in the Club Rules and Regulations.

### **7.5 AVAILABILITY OF FACILITIES AND DUES**

The obligation to pay dues is not dependent on the availability of all the Club's Facilities or the frequency of use. Tournaments, repairs, maintenance of facilities, and/or other occurrences may make it necessary for the Club to change hours of use or restrict the use of one (1) or more facilities or to close the Club temporarily. The Club will not reduce or suspend dues during the time when the facilities, in whole or part, are not available.

## **ARTICLE 8 MEMBERSHIP MEETINGS**

### **8.1 PURPOSE**

Special meetings of the Club Membership may be called at any time by the General Manager to facilitate Membership input and discussion concerning the operation and management of the Club.

## **8.2 NOTICE**

The call of the meeting shall set forth the purpose of the meeting, and a notice thereof shall be mailed to each Member at least ten (10) days prior to the time of such meeting. No other business than that specified in the call or notice shall be considered or transacted at the meeting.

## **ARTICLE 9 BOARD OF GOVERNORS**

### **9.1 SELECTION**

The General Manager of the Club shall appoint a Board of Governors consisting of Members or their spouses. The General Manager shall appoint one Member of the Board of Governors as Chairman (herein so called).

### **9.2 ACTIVITIES OF THE BOARD OF GOVERNORS**

Upon request by the General Manager, the Board of Governors shall advise counsel, the General Manager, and Owner on any and all items relating to the conduct of Club affairs, including, but not limited to, the following areas:

- (i) Membership admission policies;
- (ii) Design and functional arrangement of Club Facilities;
- (iii) Initiation deposits and dues for all classes of Membership;
- (iv) The Rules and Regulations, guest policies and operating hours of the Club;
- (v) All policies having to do with questions of conduct, mode of dress, and all other related disciplinary matters; and
- (vi) All plans for renovating, remodeling, modernizing and expanding the Club.

The Board of Governors shall represent the entire Membership on matters that might affect the harmonious relationship between the Membership and the management of the Club. Complaints, criticisms, suggestions and other communication concerning such matters of Members shall be made in writing to the General Manager with a copy sent to the Board of Governors. The

Board of Governors shall report to the General Manager of the Club. The Board of Governors shall have no right or power to direct, manage, supervise or control the management of the Club or Owner.

### **9.3 VACANCIES**

Vacancies occurring on the Board of Governors due to death, resignation or any other reason shall be filled by appointment by the General Manager, with the advice and counsel of the Board of Governors.

### **9.4 COMMITTEES**

Subject to the approval of the General Manager, the Chairman may from time to time establish committees deemed necessary for the orderly conduct of the Club. The Chairman shall appoint Members of the Board of Governors to serve on such committees. Other Club Members or their spouses may also be appointed by the Chairman to serve on such committees. The function, tenure, and number of committee Members shall be at the discretion of the Chairman and the General Manager.

## **ARTICLE 10 PAYMENTS OF DUES AND CHARGES**

### **PREAMBLE**

Each Member shall be legally and financially responsible for the Member's acts and omissions as well as those of such Member's spouse, designee, family and guests. Further, each Member shall expressly be financially responsible to pay for any charges or other indebtedness incurred by the Member's spouse, family, designees and guests.

### **10.1 STATEMENTS AND PAYMENTS**

Monthly statements are closed on the last day of each month and normally mailed within five (5) working days thereafter. Payment is due and must be received at the Club (not merely postmarked) by the last day of the month in which the statement is mailed. A one and one-half percent (1-1/2%) late charge will be added to all outstanding balances not paid each month. A member may elect to have his or her monthly dues charged directly to his or her MasterCard and/or Visa credit card accounts. Individual arrangements must be made in writing with the accounting department of the Club. Notwithstanding the foregoing, Owner may place any Member on a cash basis for any or all services otherwise provided for credit, at any time, at Owner's sole discretion.

## **10.2 INITIAL DUES**

Dues will begin on the official opening day of the initial 18 holes of the golf course.

## **10.3 MAINTENANCE OF MEMBER CHARGE ACCOUNTS**

In the event that the information provided on a Member's Membership application with regard to MasterCard and/or Visa accounts becomes incorrect for any reason, including, but not limited to, expiration due to passage of time or closure of accounts, the Member shall provide to the Club's accounting department whatever data is necessary to update such information. All Members must maintain two valid MasterCard and/or Visa credit accounts against which delinquent accounts may be charged as set forth below.

## **10.4 ASSESSMENTS**

There will be no assessments to current or future Members unless agreed upon by the Board of Governors and at least 50% of the Club Members.

## **10.5 PAST DUE, DELINQUENCY AND REVOCATION**

Effective management of accounts receivable is important to the Club and necessary to protect the rights and privileges of every Member. Accordingly, it is necessary to institute certain policies with regard to those Members who do not maintain his or her accounts in a timely manner.

10.5.1. After notifying a Member either by mail or telephone that his or her account is past due thirty (30) days, his or her charging privileges may be suspended.

10.5.2. Any Member whose account becomes delinquent, which is defined as being sixty (60) to ninety (90) days past due, may be denied charging and playing privileges until it is brought current. In order to bring the account current, Owner shall have the right to charge such amounts to the MasterCard and/or Visa accounts of the Member, using the account information provided on the Membership application and the Club's accounting department. The Member consents to such charge against his or her charge cards by agreeing to become a Member of the Club. The Member will be notified by mail, may be contacted by telephone, and the fact of this delinquency may be posted on various bulletin boards at the Club.

10.5.3. Any Membership account more than ninety (90) days delinquent may be revoked, but such revocation shall not prejudice or affect in any manner the right of the Club to use all legal remedies necessary to collect such delinquent indebtedness.

#### **10.6 FREQUENT DELIQUENCY**

Any Membership which becomes frequently delinquent, which is defined as more than sixty (60) days past due four (4) times in any 12 month period, shall be revoked and forfeited to the Club. Such forfeiture shall not prejudice or affect in any manner the right of the Club to use all legal remedies necessary to collect such delinquent indebtedness.

#### **10.7 RETURNED CHECKS**

All Members shall be charged either an additional TWENTY-FIVE DOLLARS (\$25.00) on his or her statement for any checks returned from the bank or the Club's actual cost of recovery, whichever is greater.

#### **10.8 CREDITING OF ACCOUNT**

All bills must be paid in full. A Member with any questions regarding his or her statement should contact the accounting department, and any credits due to the Member will be credited on the following month's statement.

### **ARTICLE 11 INFRACTIONS AND DISCIPLINE**

#### **11.1 VIOLATIONS**

Owner may fine, suspend, expel or otherwise discipline any Member, or one or more of the Member's Family, for committing any violation of the Bylaws or the Rules and Regulations, for conduct unbecoming a Member, for any offense against the best interest of the Club or for other good and sufficient cause.

#### **11.2 SUSPENSION**

A Member who has been suspended pursuant to these Bylaws will not be required to pay monthly dues following the effective date of suspension. A suspension may be lifted at such time as Owner obtains assurance any violations will not be repeated.

### **11.3 PROCEDURE FOR IMPOSING FINES OR SUSPENSIONS**

A written notice shall be prepared and mailed to the Member within five (5) business days of the violation, describing the violation, noting all parties involved, and specifying the action taken by Owner. A copy of the notice will be placed in the Member's file.

### **11.4 REVOCATION**

A Membership may be revoked and the rights of any person or persons entitled to use the Club may be terminated for conduct unbecoming a Member, for any offense against the best interest of the Club, for committing certain infractions as specified in the Rules and Regulations or for other good and sufficient cause.

### **11.5 PROCEDURE FOR REVOCATION**

11.5.1 A written notice of revocation shall be delivered by mail to the most current address contained in the Club's records for such terminated Member. Upon revocation, the Member shall thereafter have no rights or privileges to use the Club. Revocation does not prejudice or affect in any manner the Club's right to use all legal remedies available to collect any delinquent indebtedness.

11.5.2 A period of three (3) years must elapse before reapplying for Membership.

### **11.6 HEARING FOLLOWING FINES, SUSPENSION OR REVOCATION**

The following procedures shall be made available by Owner in order that suspended Member or Members who have been fined or had their Membership revoked may be afforded an opportunity to have their situation reviewed by more than one individual and all circumstances taken into account.

11.6.1 The Member may request a review hearing, which will be held before the Members' Grievance Committee. The Member's request for a hearing must be delivered to Owner within fifteen (15) days following the date upon which Owner mails the notice of suspension to the Member.

11.6.2 The review hearing will be conducted within thirty (30) days from the date that Member's request for the hearing is delivered to Owner. The Member may attend in person or by representation. Following such a



hearing, the Members Grievance Committee will make every effort to reach a mutually acceptable resolution. In the event such a resolution is not reached, the decision of the Owner is final and binding.

#### **11.7 REINSTATEMENT**

A request for reinstatement may be honored, at Owner's discretion, subject to Membership category availability and upon payment of the difference between the original Initiation Deposit paid by the Member for that Membership category, or any back dues or charges owed to the Club, or both of the foregoing at the Owner's discretion.

### **ARTICLE 12 MISCELLANEOUS**

#### **12.1 BINDING EFFECT, INDEMNIFICATION**

In consideration of the rights and privileges of Membership, each Member agrees, on his or her own behalf, and on behalf of his or her family and guests, to be bound by these Bylaws. Furthermore, each Member agrees to hold the Owner, General Manager and all other employees and agents harmless, to indemnify the same, and to provide a defense by counsel of Owner's choosing from any claim, liability or loss which results from, or is connected with, any violation of these Bylaws by the Member, Member's family or guests or any dispute arising from Membership.

#### **12.2 RELEASE AND DISCLAIMER**

While using the facilities or participating in Club events, whether on or off the premises, a Member and his or her guests are charged with the responsibility of using proper judgment and caution at all times. Neither the Club nor Owner assumes any liability for injuries caused to or incurred by any Member, user or guest or for damage to property resulting from the use of the Facilities.

#### **12.3 PERSONAL PROPERTY**

Each Member, Family Member or guest is responsible for his or her own personal property. Owner is not responsible for lost property or articles stolen from anywhere on the Club premises and specifically disclaims any such responsibility. Property left by any person on the Club premises and not claimed within (30) days may be disposed of by Owner without notice. No bailment is intended, not created by the preceding sentence.

## **12.4 MODIFICATION OF FACILITIES**

The use of the facilities may be modified or otherwise restricted as deemed necessary by Owner. Membership does not create any presumption that the facilities or services that are now or hereafter will continue to be available in their current state or condition.

## **12.5 MARKETING USAGE OF FACILITIES**

Owner shall permit representatives of the Community developers reasonable use of the Facilities for the purpose of marketing homesites and Memberships.

## **12.6 MEMBERSHIP CATEGORIES**

Owner, at all times, retains the full right to modify categories of Membership privileges applicable to any Membership category.

## **12.7 LIABILITY FOR DAMAGE**

12.7.1 Each Member is liable for any damage to any of the facilities or any person caused harm by him or her, his or her family, or guests. Payment is due immediately upon presentment to the Member of a statement for costs.

12.7.2 Persons playing on golf course are expected to respect the rights of persons owning property adjacent to the golf course. Personal injury or property damage caused by a golf ball is the sole responsibility of the golfer striking the ball. The Club is not responsible for such damage. In the event of such damage, the Member should attempt to contact the homeowner at the time of the incident. If this is not possible, the golfer should report the matter to the golf shop upon completion of play. Failure to do so will constitute a violation of these Bylaws and may be ground for disciplinary action and revocation of Membership.

12.7.3 Persons playing golf and/or using carts on the golf course are responsible for any injury that may result from his or her conduct. The Club is not responsible for injuries that may result from cart accidents. In the event a Member causes such injury, the Member should report the matter to the golf shop immediately. Failure to do so will constitute a violation of these Bylaws and may be grounds for disciplinary action and revocation of Membership.

## **12.8 ASSOCIATIONS**

Owner does not assume any responsibility nor accept or incur any liability

for the activity of any association. No association rules or policies may be contrary to, or in conflict with, these Bylaws, the Rules and Regulations, or any policies established by Owner.

#### **12.9 NO AGENCY**

If the Club is required to turn a Member's account over to a collection agency or institute legal action to collect any dues or charges owed by Member, or to enforce any provision of these Bylaws against a member, the Member agrees he or she shall be responsible for all costs of collection, reasonable attorneys' fees incurred by the Club, and court costs.

#### **12.10 RECOVERY OF DAMAGES OR DUES**

If the Club is required to turn a Member's account over to a collection agency or institute legal action to collect any dues or charges owed by a Member, or to enforce any provision of these Bylaws against a member, the Member agrees he or she shall be responsible for all costs of collection, reasonable attorneys' fees incurred by the Club, and court costs.

#### **12.11 ENTIRE AGREEMENT, AMENDMENT**

Each Membership incorporates these Bylaws. The Membership application form and these Bylaws, as presently enacted or hereafter amended, constitute the entire agreement between each Member and Owner. None of these documents, nor the rights and obligations they create, may be modified orally. These Bylaws may be modified, amended, altered or repealed at any time at Owner's sole discretion, and may be supplemented by the posting of appropriate information upon the Club bulletin board or by the publication of appropriate information in the Club's newsletter.

#### **12.12 MEMBERSHIP CHARGES**

All Initiation Deposits, dues, fines and miscellaneous charges and fees, annual, monthly or otherwise, are determined solely by Owner. Owner reserves the right in the future, to change the amount of the Initiation Deposits, dues and charges. Membership in good standing is conditioned upon prompt payment, in full, of all fees, dues and charges as assessed by the Club. A Member may be subject to disciplinary action, including forfeiture of Membership, for failure to meet his or her financial

obligations. The schedule of fees, dues and charges in effect at any given time is contained in a classification table available for review at the Membership office.

12.13.1. Any notice to be given by Owner to a Member may be personally delivered, mailed, or otherwise delivered to that Member at the address which the Member lists on his or her Membership application, unless that address has subsequently been changed by notice delivered to the Club as provided for in this section. Notice to a Member is effective at the time of personal delivery or, if mailed, on the first regular mail delivery day at least three (3) days after the notice is delivered, postage prepaid, to the United States Postal Service.

12.13.2. Any notice to be given by a Member to the Club may be mailed or otherwise delivered to the Club at the Club's primary address, or such other address as the Club may subsequently designate by notice delivered to the Membership office as provided for in this section. Notice to the Club is effective upon its receipt by the General Manager.

### **ARTICLE 13 DEFINITIONS**

13.1. The term "Bylaws" shall mean this Eagle's Bluff Country Club Membership Bylaws, as amended from time to time.

13.2. The term "Club" shall mean the Eagle's Bluff Country Club.

13.3. The term "Community" shall mean that residential community comprised of real property which is subject to the Declaration of Covenants, Conditions and Restrictions for Eagle's Bluff recorded in the Cherokee County or Smith County, Texas, land records.

13.4. The term "Dependent Children" shall mean all unmarried children under the age of twenty-two (22).

13.5. The term "Facilities" shall mean the Member, his or her spouse and all Dependent Children, as that term is defined above.

13.6. The term "Family" shall mean the Member, his or her spouse and all Dependent Children, as that term is defined above.

13.7. The term "First Phase of Development" shall refer to property located within the first final plat of the Community.

13.8. The term "Full Golf Member" or "Full Golf Membership" shall have the meaning set forth in Section 4.1.

13.9. The term "General Manager" shall mean the person who is responsible for the day-to-day operation of the Facilities, supervision of Club employees, maintenance of Membership records and such other duties as may be designated by Owner from time to time.

13.10. The term "Homesite" shall mean a homesite within the Community on which a home is built or intended to be built.

13.11. The term "Initiation Deposit" shall have the meaning set forth in Section 3.2.

13.12. The term "Lot" shall mean any individual residential lot within the Community.

13.13. The term "Membership" or "Memberships" shall be defined as a Full Golf Membership, and any other classification of Membership in the Club established by Owner.

13.14. The "Members Grievance Committee" shall mean a committee of not less than five (5) and not more than seven (7) Members chosen by Owner to review Members grievances as described in Section 11.6.1.

13.15. The term "Owner" shall mean Eagle's Bluff Country Club, L.L.C., a Texas limited liability corporation.

13.16. The term "Property Owner" shall mean any individual who owns a Lot within the Community.

13.17. The term "Property Sales" shall mean any sale of property located in the Community by a Property Owner.

13.18. The term "Rules and Regulations" shall mean the Club's Rules and Regulations, as such may be amended from time to time.

13.19. The term "Transferee Member" shall mean an applicant who desires to obtain a transferable Membership.

13.20. The term "Transferor Member" shall mean an existing member who desires to transfer a transferable Membership.

13.21. The term "Transfer Fee" shall have the meaning set forth in Section 5.1.

## **ARTICLE 14 AMENDMENT OF BYLAWS**

### **14.1 AMENDMENT**

These Bylaws may be amended at any time by Owner, at its sole discretion.

14.2 Amendment to the Bylaws may be announced either by publication in the Club's newsletter or by posting on a Club bulletin board.

Approved by the Board of Directors of the  
Eagle's Bluff Country Club, Inc.