



Beechview Swim and Tennis Club
By-Laws

Table of Contents

Document Revision History	4
Article I – Membership	5
Section 1: Composition and Classification	5
Section 2: Voting Rights	5
Section 3: Membership Categories	5
Section 4: Resignation	8
Section 5: Default	8
Section 6: Conduct	8
Section 7: Revocation of Membership	8
Section 8: Loss of Damages	9
Section 9: Dues Refunds	9
Article II- Meetings	9
Section 1: Annual Meetings	9
Section 2: Special Meeting	9
Section 3: Notice	9
Section 4: Quorum	9
Section 5: Restrictions of Voting	9
Section 6: Voting	10
Section 7: Order of Business	10
Article III- Fiscal Year	10
Article IV- Board of Directors	10
Section 1: Powers	10
Section 2: Limitations	11
Section 3: Number and Term of Office	12
Section 4: Vacancies	12
Section 5: Meetings	12
Section 6: Quorum	12
Section 7: Nomination	12
Section 8: Election-Ballot	13
Section 9: Compensation	13
Article V- Officers	13
Section 1: Election and Qualifications	13
Section 2: Director Positions	13
Article VI- Dues	14
Section 1: Annual Dues	14

Section 2: Convenience Fees	14
Section 3: Facilities Maintenance Fee	14
Section 4: Dissolution	15
Section 5: Assessments	15
Section 6: Certificates of Membership	15
Section 7: Gifting/Transferring of Membership	15
Section 8: Guest Liability	16
Article VII- Amendment of Bylaws	16
Article VIII – Miscellaneous	16
Section 1: Indemnification of Officers and Directors	16
Section 2: Liability of Directors	17
Section 3: Insurance	17

Document Revision History

Revision Date	Changes Made
2/4/2020	Total re-write of the By-laws; approved at the 2/4/2020 membership meeting.
10/27/2020	Changes voted during the 2020 Membership meeting on 10/27/2020. <ul style="list-style-type: none"> ● Full Membership – child age of 24 (approved vote) ● Board Member leaves post early – prorated dues (approved vote) ● Minor word-smith changes/ formatting (approved vote)
10/28/2021	Changes voted during the 2021 Membership meeting on 10/28/2021(all approved). <ul style="list-style-type: none"> ● Clarification of number of votes per bond. ● Adjusted age of unmarried children or legal ward’s residing in member’s membership to 26. ● Defined Memorial Day as official “beginning of season” ● Minor word-smith changes / formatting ● Added formal Vice President election wording.
10/20/22	Changes voted on and approved during the 2022 General Membership Meeting: <ul style="list-style-type: none"> ● Add language to section 3d providing for a bond to be inherited by surviving members of an estate in the instance of death, provided they would like to continue paying dues. ● Add a provision in section 3g for members to be considered for lifetime membership if they have previously had 20 years of consecutive bond holdership. ● Remove language in section 3b requiring August membership sales to cease if bonds were fully sold.
10/24/23	Changes voted on and approved during the 2023 General Membership Meeting: <ul style="list-style-type: none"> ● In section 2, the term “Certificate of Membership” is used to keep language throughout the bylaws consistent. ● Article I, Section 4, the date for resigning a membership is changed to December 31. ● Article VI, Section 3 clarifies that all members (both certificate holding members and lifetime members) are responsible for paying the facilities maintenance fee if service hours to the club are not completed. ● Article IV, Section 9 changes board member compensation to dues reimbursement at the end of the season, rather than dues waived at the beginning of the season. If a board member does not complete their full term, the reimbursement will occur on a prorated basis.
10/27/2025	Changes proposed and voted on during the 2025 General Membership Meeting: <ul style="list-style-type: none"> ● Article IV, Section 1: Added provision allowing an absolute majority vote of the Board of Directors to remove a sitting Board member. ● Article IV, Section 1(g): Revised to allow committees to be terminated at any time during the season (removing the prior end-of-season limitation). ● Article IV, Section 9(h): Added clause prohibiting Board members from providing paid services to the Club without explicit pre-approval and majority vote of the Board of Directors.

These Bylaws are written and enacted to define the responsibilities of Beechview Swim and Tennis Club (the “Club”), its directors and members, to protect the property of the Club and provide for the financial stability of the Club.

Article I – Membership

Section 1: Composition and Classification

- a. Membership in the Club shall comprise of all current members of the Club as now organized and existing and all persons hereafter joined as members in accordance with the Bylaws. There will be five categories of membership:
 - (1) Full Membership
 - (2) Single Membership
 - (3) Lifetime Membership
 - (4) August Membership
 - (5) Inactive Membership
- b. Full Membership shall be limited to a maximum of three hundred thirty-five (335).
- c. The member of each category shall be referred to herein by the category. For example, a member in the Full Membership category shall be referred to herein as a “Full Member.”

Section 2: Voting Rights

- a. Full Members and Single Members in good standing shall be entitled to a vote. No other membership category shall be entitled to vote.
- b. Each Certificate of Membership (bond) is entitled to one vote, regardless of how many individuals have a right to usage of the Club’s property under such bond.

Section 3: Membership Categories

FULL MEMBERSHIP

- a. Full Membership shall be extended to the purchaser of a Certificate of Membership, such purchaser’s spouse, and such member’s unmarried children or legal wards residing in the member's household under the age of 26. All other requests should be petitioned with the Board.
- b. A Full Member shall be entitled to an equal interest to all assets of the Club, in recognition of the Member’s Certificate payment made the year the Member initially joined the Club.

- c. In the case of divorce, the ownership of the Certificate shall be based upon the distribution of property contained within the Judgment of Divorce; provided, however, that the Certificate shall be solely awarded to one party in the divorce.
- d. Upon the death of both Member and Spouse, the monetary value of the Certificate can be distributed to the Member's personal representative; in this case, membership rights would end. Alternatively, the heir of the estate may retain the certificate of membership along with the membership rights, provided that membership dues continue to be paid so that the account remains in good standing. In this instance, the membership category must remain the same as it was prior to the death of the member (for example, a full membership would remain a full membership and would be billed as such).

SINGLE MEMBERSHIP

- a. Single Membership shall be extended to the purchaser of a Certificate of Membership, but limited to one (1) person.
- b. A Single Member shall have the right to vote and shall have an interest in the assets of the Club in the same manner as a Full Member.
- c. In the event of a death of a Single Member in good standing, the Club shall pay to the Estate of the Single Member value of the Certificate (at the then-current rate set by the Board of Directors) in full satisfaction of all interest and claims due to the Single Member, and the deceased Single Member's Certificate shall become the property of the Club upon such payment.

LIFETIME MEMBERSHIP

- a. Lifetime Membership in the Club shall be offered to any Full Member with 20 consecutive, uninterrupted years of membership in the Club.
- b. A Full Member can convert to a Lifetime Member only if the Full Member has first secured a purchaser for the Full Member's Certificate.
- c. Upon conversion from a Full Member to a Lifetime Member, and the required sale of the Certificate, the Lifetime Member shall have no right to vote.
- d. A Lifetime Member shall not have any interest in the assets of the Club.
- e. The Lifetime Membership shall automatically terminate upon death of the later of the Lifetime Member or his/her spouse.
- f. Any Member who was classified as a Long-Term Member prior to January 1, 2020 shall automatically be classified as a Lifetime Member.

- g. Previous bond holders who do not have a current membership can be considered for a Lifetime Membership on a case by case basis, upon approval of a majority of the Board members. This will be dependent upon the ability to verify 20 consecutive, uninterrupted years of membership with the club. In these instances, an administrative, \$450 reinstatement fee will be charged. If the requirement of 20 consecutive, uninterrupted years of membership is not met, the Lifetime Membership cannot be considered.

AUGUST MEMBERSHIP

- a. August Membership shall be extended to a non-member without a Certificate of Membership for a limited time – August 1 through the end of the current season of the current season.
- b. August Members shall have all the privileges of usage of the Club of a Full Member; however, shall not have any interest in the Club's assets.
- c. The Board of Directors reserve the right to determine the number of August Memberships allowed for each year.

INACTIVE MEMBERSHIP

- a. A Full Member or Single Member may request inactive status, for a period of one calendar year by petitioning the Board of Directors.
- b. An Inactive Member shall pay an administrative fee, in the amount determined during the January regular meeting of the Board. Annual dues while a membership is inactive are waived.
- c. An Inactive Member shall have no privileges of a Full Member.
- d. An Inactive Member can be reinstated to the prior membership status only if:
 - 1. The then-current number of Full and Single Members is below 335.
 - 2. Upon full payment of the annual dues and assessments due for the year of reinstatement.
- e. Reinstatement of Inactive Members shall be prioritized ahead of the granting of new memberships. If no space is available, the Inactive Member will be placed at the beginning of the waiting list.
- f. This type of membership is limited to a one (1) time use per Member.

Section 4: Resignation

A Member wishing to resign must notify the Club by December 31st. Resignations received after that date will have to pay any outstanding balances before their Certificate can be sold. After January 1st, the Certificate of Membership owner is responsible for that year's dues.

Failure to pay outstanding balances will cause the Certificate to revert to the Club and legal action may be taken by the club.

Section 5: Default

Membership dues are considered late if full payment is not received by March 1st of each year. A 10% late fee on any unpaid amount will be charged for all payments not received in full by March 1st of each year. Membership dues and all late fees must be paid no later than two weeks before Memorial Day of the current season. Failure to pay within this deadline will cause the termination of membership in the Club, and the Member's Certificate shall automatically, without any further action, revert to the Club. The Board is authorized to make an exception for financial hardship at its discretion if a written request of hardship is received and the Board of Directors approves the exception request.

Section 6: Conduct

Members and their guests are required to follow the Club By-laws and Club Rules & Regulations.

The rights of Members, spouses and their children or guests, to use the facilities of the Club may be suspended for a period not to exceed seven (7) days upon the determination by the Board of Directors to suspend such rights, in whole or in part, by reason of a violation of these Bylaws or the rules and regulations of the Club, or by reason of conduct detrimental to the health, safety and well-being of other Members or their guests.

Section 7: Revocation of Membership

- a. Any Member of any category whose conduct as exhibited in any act or acts is, in the opinion of the Board of Directors, likely to endanger the health, safety, welfare, interest, or character of the Club or its membership, or whose conduct is in violation of the Bylaws or Rules and Regulations of the Club shall be subject to having their Certificate of Membership revoked by a vote of the Board of Directors.
- b. Such activities include, but are not limited to: vandalism, harassment of staff or other Members, violence or threat of violence, conduct that jeopardizes the Club's ability to participate in the NSSL, inter-Club tennis league, or reciprocity agreements, and violation of any law of the Federal Government, State of Michigan or City of Farmington Hills, Michigan.
- c. The offending Member shall be provided an opportunity to appear before the Board of Directors who shall investigate such conduct. Should the Board of Directors, after a full investigation and after giving such Member an opportunity to be heard before the Board of Directors, determine that the conduct of such Member is prejudicial to the best interest of the Club and its membership, then at a regular or special meeting of the Board of Directors, the Board may revoke the Certificate of Membership of such Member by a

unanimous vote of the Directors present at the meeting. The results of such voting shall be recorded in the official meeting minutes and kept on file with the Club's records.

- d. Upon expulsion, the Member forfeits his or her Membership and the Certificate shall revert to the Club.

Section 8: Loss of Damages

Members shall be responsible to the Club for any loss or damage to the facilities of the Club caused by the Member, the Member's guests or individuals using the Club's facilities pursuant to the Member's rights to use the Club.

Section 9: Dues Refunds

Dues shall not be refunded if pool operations are suspended for any period of time. Dues shall not be refunded if the membership is sold by the Member.

Article II- Meetings

Section 1: Annual Meetings

The Annual Meeting of the Members of the Club shall be held no later than October 31st of each year. Business at the Annual Meeting shall include the election of the Board of Directors and such other business as may properly come before it. At the Annual Meeting, the Board shall make a report of the affairs of the Club and its financial condition and shall have available an up-to-date financial report by the Treasurer.

Section 2: Special Meeting

Special Meetings may be called by the Board of Directors at any time. A special meeting must be called by the Board when requested in writing by twenty-five (25) or more Members entitled to vote at such meetings. The request for the Special Meeting shall include the purpose of the requested meeting.

Section 3: Notice

Notice of the Annual Meeting and any Special Meetings will be posted by the Club at least ten days before the meeting date. Any Special Meeting will be posted by the secretary at the Club entrance, on the Club website and via electronic mail to all Members of record at least ten (10) days prior to the date of the Special Meeting.

Section 4: Quorum

The Members present shall at any annual or special meeting constitute a quorum.

Section 5: Restrictions of Voting

Any Member of the Club whose financial obligations to the Club are past due and unpaid in accordance with the provisions of the Bylaws, shall not be entitled to vote at any regular or special meeting.

Section 6: Voting

At the Annual Meeting a ballot shall be presented with the offices and board positions listed that are open for election. Each Member voting shall vote for one nominee per office. All voting shall be done in person; proxies will not be recognized. At the Regular Meeting prior to the Annual Meeting, the President or Vice President shall be elected by a simple majority of the Directors present, provided such individual is a then-current member of the Board. If there is no current Board member who is elected by the Board as President or Vice President, then at the Annual meeting the Members will vote for President or Vice President.

Section 7: Order of Business

The order of business at the Annual meeting of the Club shall be as follows:

1. Call to order by presiding officer and call of roll by secretary.
2. Report of the President.
3. Report of Treasurer.
4. Report of Swim, Tennis, Social Directors, Membership, Marketing and any additional committee members.
5. New, special, or unfinished business.
6. Miscellaneous business.
7. Announcement of elected President by the current Board.
8. Election of new Board of Directors/Committee Members/President or Vice President (if no President or Vice President has been elected by the Board).
9. Announcement of the result of the Annual election.

This order of business may be changed by a majority vote of members present.

Article III- Fiscal Year

Section 1:

The Club's fiscal year shall end September 30th and the books for the Club shall be closed as of that date each year.

Article IV- Board of Directors¶¶

Section 1: Powers

- A. The business and property of the Club shall be managed and controlled by the Board of Directors, except as the Bylaws or applicable law specifically require action by the Members. The Board of Directors shall have the power to make and enforce rules and

regulations covering the use by Members and guests of the Clubhouse, grounds, pools and other facilities of the Club.

B. The Board of Directors shall have authority to purchase or otherwise acquire materials or hire professional services to maintain existing property features including but not limited to all building structures, swimming pool, children's pool, tennis courts and decking, play structures, and all property found within such property features at such prices or consideration and on such terms and conditions as they may deem necessary.

C. The Board of Directors shall determine who shall have authorization on behalf of the Club to authorize purchases, enter into agreements, be an authorized signer on all bank accounts, credit cards, investments, enter into contracts, and sign documents on behalf of the Club and its membership.

D. The Board of Directors shall, as is necessary, make rules and regulations on matters not herein determined.

E. The Board of Directors, at its discretion, may temporarily extend the Club privileges to any person or groups for a fee.

F. The Board of Directors and or any sub-contractors have the right to hire, place, transfer, manage and or terminate employees as is necessary to meet the requirements of the Club in accordance with applicable laws and regulations.

G. The Board of Directors may authorize or terminate any special or standing committees from among the Members of the Club as is necessary or desirable in the management and operation of the Club's affairs and shall define the functions, duties, and limitations of such committees. Committees may be terminated at any time during the season; however, new committees may be authorized only at the end of a season. ~~The Board of Directors may authorize or terminate any special and standing committees from among the Members of the Club as is necessary or desirable in the management and operation of the Club's affairs and shall define the functions and duties and limitations of such committees. These changes can only take place at the end of a season.~~

H. Any Member of the Board of Directors may be removed from office by either (a) a majority vote of the membership in good standing present in person at a Special Meeting called in accordance with these Bylaws, or (b) an absolute majority vote of the Board of Directors.

~~Any Member of the Board of Directors may be removed from office by a majority vote of the membership present in good standing in person at a Special Meeting called in accordance with these Bylaws.¶~~

Section 2: Limitations

- a. No single Member of the Board of Directors shall authorize expenditures in any year for permanent improvements or additional equipment in excess of \$1,000.00 without approval of a majority of the Board of Directors.
- b. The Board of Directors shall not authorize expenditures in excess of \$10,000 for any materials or professional services that does not relate to an existing facility feature of the Club without approval of a majority vote of the Members in attendance at the Annual Meeting or a Special Meeting called for the purpose of such approval. For example, but without limitation, an expense of more than \$10,000 could be approved by the Board of Directors without a membership vote if such expense related to the maintenance, repair or replacement of any existing structure at the Club.

Section 3: Number and Term of Office

The Board of Directors will consist of no less than 6 positions. The Board of Directors shall include, at a minimum: President, Vice-President, Secretary, Treasurer, and 2 committee members. All positions are elected for a 2-year term which will commence on November 1st of each year. The election of Directors will be staggered so that no more than 50% of the Directors are elected in each year at the Annual meeting.

Section 4: Vacancies

Any member of the Board of Directors who shall cease to be a Member in the Club, becomes an Inactive Member, or has membership terminated, shall automatically cease to be a member of the Board of Directors. Vacancies in the Board of Directors shall be appointed by the remaining members of the Board, and each person so appointed shall be a Director for the remainder of the term of his/her appointed position.

Section 5: Meetings

- a. The Board of Directors shall meet at least 6 times per year.
- b. Special Meetings of the Board of Directors shall be held whenever called by the President, or in his/her absence, by the Vice-President, or by a request of at least three (3) members of the Board of Directors. The Secretary shall give notice of every meeting by mail, or electronic mail, or fax or otherwise, at least twenty-four (24) hours in advance of such meeting.
- c. Attendance- In Order to ensure an effective, cohesive and productive team-as a Board, it is imperative that Board/Committee members support and attend meetings:
 1. Board/Committee members should attempt to attend 100% of meetings (monthly, Annual and any special).
 2. To remain in good standing, All Board/Committee members must attend 75% of regular meetings of the Board and the Annual Meeting.
 3. A Board/Committee member attending less than 75% of Regular Meetings will be subject to removal upon approval from a quorum of the remaining Board/Committee members.

Section 6: Quorum

A quorum of the Board of Directors shall consist of at least 50% of the Directors. If at any time a quorum is lacking, the President shall adjourn the meeting until a time when a quorum is present.

Section 7: Nomination

- a. Existing Board members will make a concerted effort to find nominees to fill every board position in time to be placed on the ballot distributed for a vote at the general meeting.
- b. Nominations by Members- any Member may at the Annual meeting nominate a director/committee chair; provided that the person so nominated gives his or her consent to such nomination and is a Member in good standing at the time.

Section 8: Election-Ballot

Balloting for the election of the Board of Directors/Committee Chairs shall be secret and upon a written or printed ballot form distributed to all Members in good standing present at the general meeting.

Section 9: Compensation

Members of the Board of Directors or committees may be compensated for their time by reimbursement of a portion or all of their dues and by paying for actual costs incurred at the end of the fiscal year.

No Board member may provide paid services to the Club in any capacity—whether as an individual, through a business entity, or otherwise—without the express prior approval of the Board of Directors by majority vote, with the interested member abstaining from the vote.

If a Board member leaves their position before the end of their annual term, they will be reimbursed for a prorated amount of their membership dues, as determined by the Board. .

Article V- Officers

Section 1: Election and Qualifications

No Member may hold the office of President for more than two (2) consecutive terms. At the discretion of the Board, individual committee heads may be shared by up to two (2) individuals. These individuals will share in all obligations and privileges of the committee position. Due to the nature of the positions, the offices of President, Vice-President, Treasurer and Secretary may not be shared.

Section 2: Director Positions

- a. **President-** The president shall be the chief executive officer of the Club and shall have the general control and management of the Club's business and affairs. Provided, however, the Board of Directors shall have the right to delegate any specific power or limit the President's powers, except to the extent such rights or powers are granted to an officer by statute. The President or his/her designee shall preside at all meetings of the Directors and all meetings of the Members.

- b. **Vice-President-** Vice-President- The Vice-President shall assist the President in the management of the Club's business and affairs, the day-to-day operations, the coordination/training of staff, and any other tasks delegated by the President. The Vice President shall preside at any meetings in the event of the President's absence. In case the office of President shall become vacant by death, resignation or otherwise, or in case of the absence of the President, or inability to discharge the duties of the office, such duties shall be performed by the Vice President until a new President can be selected by the Board. In case the office of President shall become vacant by death, resignation or otherwise, or in case of the absence of the President, or inability to discharge the duties of the office, such duties shall be performed by the Vice President.

- c. **Treasurer** - The treasurer shall have custody and maintain an accurate record of all money, funds and property of the Club, in accordance with Generally accepted accounting principles (GAAP), unless otherwise determined by the Board of Directors, and he/she shall render such accounts and present such statements to the Directors and the President as may be required of him/her. The Treasurer shall deposit all funds of the Club into the appropriate account as designated by the Board of Directors on behalf of the Club. All accounts shall be kept in the name of the Club. The Treasurer shall provide an accounting of all revenue and expenses as deemed necessary to any Director of the Club. The Treasurer is responsible for payment of expenditures and for recording with appropriate documentation said expenses however, that the Board of Directors shall have power by resolution to delegate any of the duties of the Treasurer to other officers, and to provide by what officers, if any all bills, notes, checks, vouchers, orders or other instruments shall be countersigned. The Treasurer shall also perform such other duties as may be delegated to the Treasurer by the Board of Directors. The Treasurer shall prepare the annual budget and present it to the Board of Directors at the 1st meeting of the Board of Directors and request adoption of a budget at the 2nd meeting of the Board of Directors. The Treasurer shall keep a financial record of all memberships. Two members from the Board of Directors shall perform an internal review of the financial records annually. The accounting records will be available to any Member upon request throughout the year.

- d. **Secretary-** The Secretary of the Club shall maintain and record the minutes of all the meetings of the members of the Board of Directors of the Club. The Secretary will also maintain other records as the Board of Directors may direct. All records shall, at all reasonable times, be open to the examination of any Member upon request to the Secretary. The Secretary shall also perform such other duties as may be delegated to the Secretary by the Board of Directors.

Article VI- Dues

Section 1: Annual Dues

The amount of the annual dues and other fees shall be fixed by the Board of Directors at the 1st meeting. Such dues shall not exceed those necessary to finance the approved operating budget, provide for the retirement of any existing indebtedness of Club and provide a reasonable reserve for contingencies. Dues increase cannot exceed 15% over the previous year.

Section 2: Convenience Fees

The Board reserves the right to charge a 3% convenience fee on all credit card transactions for annual dues.

Section 3: Facilities Maintenance Fee

The amount of the facilities maintenance fee shall be fixed by the Board of Directors at the 1st meeting of the calendar year. This fee will be refunded to any member's representative, sixteen (16) years of age or older, that serves a minimum of three hours during the published Club clean-up days, or otherwise provides three approved hours of service to club maintenance and beautification.

Section 4: Dissolution

Upon dissolution of the Club, the Full Members/Single Members shall be entitled to a prorata distribution of the net assets of the Club, after payment of all debts and liquidation of all liabilities. Each Certificate shall be entitled to one share of the proceeds.

Section 5: Assessments

No other charge or assessment, other than as provided in these Bylaws may be levied without such charge or assessment being first proposed by resolution of the Board of Directors and submitted to the membership present in good standing for a vote at the next General Meeting or Special Meeting.

Section 6: Certificates of Membership

- a. Each Full and Single Member shall be assigned a Certificate of Membership ("Certificate") number.
- b. The Secretary shall maintain a list of the Certificates, and the price originally paid for such Certificate.

- c. In the event that any holder of a Certificate shall desire to sell or transfer the Certificate evidencing a membership in the Club, such Certificate holder shall deliver to the Club a written notice to that effect. Upon receipt of such notice, the Club shall have the option for thirty (30) days after receipt of said notice, to purchase or transfer the Certificate of said offering Member at the original purchase price as reflected on the Club's records. In the event that the Club does not exercise its option within the said thirty-day period, the Member desiring to sell or transfer may sell or transfer said Certificate to any person but the Club shall have the additional right to be informed of the sale price and within a period of five (5) days to match said sale price, and if the Club shall offer to match said sale price, the selling Member shall thereupon sell, transfer and assign to the Club the said Certificate and shall be compensated in cash by the Club simultaneously. If the Club does not match the selling price within the designated period or does not pay the money, the selling Member shall have the right to sell, transfer, or assign the said Certificate to the purchaser, but such purchaser shall be subject to qualifying as a Member under the rules of membership, and in the event that such purchaser shall not be able to qualify, then the Club shall have the right to refuse to transfer said membership on the books of the Club.

Section 7: Gifting/Transferring of Membership

In the event that any holder of a Certificate of Membership shall desire to gift or transfer the Certificate for no compensation, such Certificate holder shall deliver to the Club a written notice to that effect. Upon receipt of such notice, the Club shall have the option for thirty (30) days after receipt of said notice, to purchase or transfer the Certificate of said offering Member at the original subscription price. In the event that the Club does not exercise its option within the said thirty-day period, the Member desiring to gift or transfer for no compensation may transfer said Certificate to any person subject to the completion of an application for membership and payment of an application fee as prescribed by the Board of Directors. Such transferee shall be subject to qualifying as a Member under the rules of membership, and in the event that such transferee shall not be able to qualify, then the Club shall have the right to refuse to transfer said Certificate on the books of the Club.

Section 8: Guest Liability

The Club assumes no responsibility for Member's guest(s). Neither members nor their guests shall have a claim against the Club for any accident or injury to any person or their property.

Article VII- Amendment of Bylaws

Section 1:

Any section of the Bylaws may be amended or repealed and sections may be added thereto by a majority vote of the voting Members present in good standing at any Annual meeting or special meeting called for that purpose, provided, however, notice of such proposed repeal or copy of

such amendment or addition shall be distributed to the voting Members of the Club by the Secretary at least ten (10) days prior to such Annual or special meeting. The Board of Directors, or any twenty-five (25) Members with the right to vote may propose changes in the Bylaws under this section by filing the same in writing with the Secretary.

Article VIII – Miscellaneous

Section 1: Indemnification of Officers and Directors

To the fullest extent permitted under Michigan Law, every person now or hereafter serving as Director, including shared directorship and including persons formerly occupying any such positions and their heirs, executors, administrators, and Officers of the Club shall be indemnified and held harmless by the Club from and against any and all loss, cost, liability, and expense that may be imposed upon or incurred by him or her in connection with or resulting from any claim, action, suit or proceeding, civil or criminal, in which he or she may become involved as a party or otherwise, by reason of being or having been a Director, Officer, of the Club, whether or not a Director at the time such loss, cost, liability or expense have been imposed or incurred. As used herein, the term “loss, cost, liability, and expense” shall include, but shall not be limited to, counsel fees and disbursements and amount of judgments, fines or penalties against, and amounts paid in settlement by any such Director or Officer. The right of indemnification herein provided shall extend not only to the individual but also to the estate or to the personal representative, conservator or trustee, of the estate or any trust of a deceased or former Director or Officer who would have been entitled to indemnification under this article VIII. Such rights of indemnification and reimbursement under this article VIII shall not be deemed exclusive or any other rights to which such Director or Officer may be entitled under any provisions of Michigan law or any agreement, vote of Members or otherwise.

Section 2: Liability of Directors

A volunteer Director of the Club shall not be personally liable to the Club or its shareholders or members for monetary damages for a breach of fiduciary duty as a Director, except for liability:

- 1.** For any breach of the Directors duty of loyalty to the Club or its shareholders or members,
- 2.** For acts of omissions not in good faith or that involve intentional misconduct or a knowing violation of the law, (c) for violation of Section 551 (1) of the Michigan Business Corporation Act (MCLA 450.115(1)), or (d) for any transaction from which the Director derived an improper personal benefit. In the event the Michigan Business Corporation Act or any other Michigan statute is hereafter amended to authorize the Club action further eliminated or limited the personal liability of volunteer directors, then the liability of a volunteer Director of the Club shall be eliminated or limited to the fullest extent permitted by such amendment. Any repeal, modification or adoption of any provision in these Articles shall not adversely affect any right or protection of a volunteer Director of the Club existing at the time of such repeal, modification or adoption.

Section 3: Insurance

The Club shall purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Club, in an amount determined by the Board, against any liability asserted against or incurred by such person in such capacity or arising out of the person's status as such, or to give other indemnification to the extent permitted by law and whether or not the Club would have power to indemnify such person against liability.

End of Bylaws

