

**BYLAWS**  
**OF**  
**ST. CHARLES SPORTSMEN’S CLUB**

**ARTICLE I**  
*Exempt Purpose*

St. Charles Sportsmen’s Club (“Club”) is an Illinois not-for-profit corporation organized and operated exclusively for pleasure, recreation and other nonprofitable purposes in accordance with Internal Revenue Code (“IRC”) Section 501(c)(7) and, more specifically, for the purposes set forth in the Club’s Articles of Incorporation (“Exempt Purpose”).

**ARTICLE II**  
*Offices*

The Club shall maintain a registered office in the State of Illinois and a registered agent, whose business office is identical with such registered office, and may have other offices within or outside the State of Illinois.

**ARTICLE III**  
*Members*

**SECTION 3.1. CLASSES OF MEMBERS.** The Club shall have three (3) classes of voting members: (i) Full, (ii) Life, and (iii) Senior (collectively, “Voting Members”) and three (3) classes of non-voting members: (i) Probationary, (ii) Shooting, and (iii) Trap (collectively, “Non-Voting Members”). Hereinafter, Probationary, Full, Life, Senior, Shooting, and Trap members are collectively referred to as “member(s).”

The designation of each membership class and the qualifications of each membership class are as follows:

**SECTION 3.1.1. GENERAL QUALIFICATIONS.** To qualify for any class of membership, an individual must: (i) be over 18 years of age; (ii) of good moral character; and (iii) dedicated to the Exempt Purpose of the Club.

**SECTION 3.1.2. PROBATIONARY MEMBERS.** Individuals interested in becoming Full Members of the Club must first be admitted as Probationary Members. Whether the Club is accepting Probationary membership applications at any given time shall be determined by the Board of Directors (“Board”) in its discretion. When the Club is accepting Probationary membership applications, an individual who meets the general membership qualifications set forth in Section 3.1.1 and is sponsored by three (3) Voting Members (defined above) may apply for Probationary membership by submitting a completed membership application with the required initiation fee and dues. If the application is complete and the individual qualified for a Probationary membership, the applicant must

appear at a regular Voting Member meeting with one (1) of his/her Sponsors where the applicant will be introduced as a Probationary Member. A Probationary membership lasts six (6) months commencing on the date the Probationary Member is introduced at a regular Voting Member meeting (“Probationary Period”).

During the Probationary Period a Probationary Member must complete all work and other requirements applicable to Probationary Members determined by the Board from time to time. If a Probationary Member is unable to complete the work and other requirements applicable to the Probationary Member during the Probationary Period, the Board may in its discretion extend the Probationary Period for up to an additional two (2) months.

During the Probationary Period, a Probationary Member may utilize the Club’s facilities and participate in the Club’s programs and other activities in accordance with the policies and procedures established by the Board from time to time. However, a Probationary Member (i) has no voting rights; (ii) has no right to receive notices which Voting Members have a right to receive; (iii) has no right to attend or participate in Voting Member meetings; and (iv) is not eligible for election as a director or officer; and may not serve on a committee or advisory committee. While Probationary Members have no right to attend Voting Member meetings, absent action by the Voting Members to close a Voting Member meeting, Probationary Members are welcome and strongly encouraged to attend Voting Member meetings in order to: (i) learn about the Club and its activities and programs; (ii) meet and socialize with other members; and (iii) share their interest in shooting sports, hunting and fishing with other members.

At the first regular Board meeting after a Probationary Member completes his/her Probationary Period, the Board shall decide, in its complete discretion, whether the Probationary Member should be made a Full Member. An affirmative vote of two-thirds (2/3rds) of the directors present at a meeting at which a quorum is present shall be required to approve a Probationary Member as a Full Member. Should a Probationary Member not be approved as a Full Member, the initiation fee paid at the time of application shall be refunded to the Probationary Member. Dues paid by a Probationary Member shall not be refunded. If the Board approves a Probationary Member as a Full Member, the Probationary Member shall become a Full Member as of the date of the vote.

**SECTION 3.1.3. FULL MEMBERS.** Full Members are individuals who: (i) meet the general requirements set forth in Section 3.1.1, (ii) complete a Probationary membership, (iii) are approved by the Board as Full Members. Full Members may utilize the Club’s facilities and its programs in accordance with the policies and procedures established by the Board from time to time. Full Members shall pay annual dues as established by the Board from time to time. Full Members shall fulfill the annual work requirements and other requirements applicable to Full Members as determined by the Board from time to time. In addition to the rights expressly granted to Full Members under applicable law and these Bylaws, Full Members shall enjoy such privileges as determined from time to time by the Club’s Board.

**SECTION 3.1.4. LIFE MEMBERS.** A Full Member who has been in good standing for at least twenty (20) consecutive years and provided continuous, dedicated, and exceptional service to the Club may, in the discretion of the Board, be granted a Life membership. Life Members enjoy all of the rights and privileges of Full Members. Life Members are not required to pay dues. Life Members may, but are not required to, fulfill the work requirements applicable to Full Members. Life Members shall meet such other requirements as the Board may determine for Life Members from time to time. At any given time, the Club may not have more than twelve (12) Life Members.

**SECTION 3.1.5. SENIOR MEMBERS.** A Full Member, who has been in good standing for at least the immediately preceding ten (10) consecutive years, is sixty-five (65) years of age or older, and retired from full-time employment is eligible to apply for Senior membership. Senior Membership is not automatically granted, but granted at the discretion of the Board. Senior Members enjoy all of the rights and privileges of Full Members. Senior Members shall pay annual Senior Member dues as established by the Board from time to time. Senior members may, but are not required to, fulfill the work requirements applicable to Full Members.

**SECTION 3.1.6. SHOOTING MEMBERS.** A Shooting Member is an individual who: (i) meets the general membership requirements set forth in Section 3.1.1; (ii) submits a complete Shooting Member application to the Club with the required dues; and (iii) is approved by the Board as a Shooting Member. Shooting Members may: (i) shoot trap and sporting clays when the Club is open; (ii) participate in the Club's Trap league; and (iii) enjoy such other privileges as the Board may determine from time to time. Shooting Members have no rights other than as specifically set forth in this Section 3.1.6.

Without limiting the foregoing, Shooting Members: (i) have no voting rights; (ii) have no right to receive notices which Voting Members have a right to receive; (iii) are not eligible for election as a director or officer; and (iv) may not host spouses, children, or other guests at the Club. While Shooting members have no right to attend Voting Member meetings, absent action by the Voting Members to close a Voting Member meeting, Shooting members are welcome and strongly encouraged to attend Voting Member meetings in order to: (i) learn about the Club and its activities and programs; (ii) meet and socialize with other members; and (iii) share their interest in shooting sports, hunting and fishing with other members.

Shooting Members shall pay annual Shooting Member dues as established by the Board from time to time. Shooting Members shall fulfill the work requirements and other requirements applicable to Shooting Members as determined by the Board from time to time.

**SECTION 3.1.7. Trap Members.** A Trap Member is an individual who: (i) meets the general membership requirements set forth in Section 3.1.1; (ii) submits a complete Trap Member application to the Club with the required dues; and (iii) is approved by the Board as a Trap Member. Trap Members may: (i) shoot trap when the Club is open; (ii) participate in the Club's Trap league; and (iii) enjoy such other privileges as the Board

may determine from time to time. Trap Members have no rights other than as specifically set forth in this Section 3.1.7.

Without limiting the foregoing, Trap Members: (i) have no voting rights; (ii) have no right to receive notices which Voting Members have a right to receive; (iii) are not eligible for election as a Club director or officer; and (iv) may not host spouses, children, or other guests at the Club. While Trap Members have no right to attend Voting Member meetings, absent action by the Voting Members to close a Voting Member meeting, Trap Members are welcome and strongly encouraged to attend Voting Member meetings in order to: (i) learn about the Club and its activities and programs; (ii) meet and socialize with other members; and (iii) share their interest in shooting sports, hunting and fishing,

Trap Members shall pay annual Trap Member dues as established by the Board from time to time. Trap Members shall fulfill the work requirements and other requirements applicable to Trap Members as determined by the Board from time to time.

## **SECTION 3.2. SUSPENSION, EXPULSION AND TERMINATION.**

**SECTION 3.2.1. SUSPENSION OR EXPULSION FOR “CAUSE.”** The Board may suspend or expel a member for “cause.” “Cause” shall include, but not be limited to: (i) a violation of the Club’s Articles of Incorporation, Bylaws, policies, procedures or rules; (ii) a violation of applicable law; (iii) acts or conduct which injure or may injure the Club; (iv) acts or conduct which are inconsistent with the Club’s Exempt Purpose; (v) acts or conduct which disturb the order, peace, or harmony of the Club; or (vi) acts or conduct which injure or may injure the good will or reputation of the Club.

Prior to suspending or expelling a member for “cause,” the Club shall deliver a written notice to the member outlining the allegations against the member and inviting the member to provide a written response and participate in a hearing before the Board. At the hearing, the allegations against the member shall be presented and the member shall be given an opportunity to respond to the allegations. At the conclusion of the hearing, the member’s membership may be suspended or terminated by the Board, if two-thirds (2/3rds) of the directors then in office vote in the affirmative to do so. The Board’s decision shall be final and not subject to appeal. Individuals expelled from membership for “cause” may not thereafter apply for membership or membership reinstatement.

**SECTION 3.2.2. PENALTIES AND MEMBERSHIP TERMINATION FOR FAILURE TO PAY DUES.** A member (other than a Life Member, member covered by an active duty military dues waiver, or an inactive member) failing to pay annual dues by January 31st of each year shall be assessed one-half (½) year’s dues in addition as a penalty for late payment. If a member’s dues and the penalty are not paid by March 1st, the member’s membership shall automatically be terminated effective March 1st. An individual whose membership is terminated under this Section 3.2.2 may not thereafter apply for membership under Section 3.1. An individual whose membership is terminated under this Section 3.2.2 may apply for membership reinstatement under Section 3.6., but only after the individual has paid to the Club all annual dues, penalties, and other sums due and owing to the Club.

**SECTION 3.2.3. MEMBERSHIP TERMINATION.** The Board, by a majority vote, may terminate the membership of any member who becomes ineligible for membership. In addition to the circumstances set forth in Section 3.2.2, a member's membership automatically terminates on the member's death, resignation, or upon the member's expulsion by the Board for "cause" pursuant to Section 3.2.1. Upon membership termination, an individual shall cease being a member and shall no longer enjoy any of the rights or privileges of membership.

**SECTION 3.3. ACTIVE DUTY MILITARY DUES WAIVER.** A member's obligation to pay dues shall be waived while the member is serving on active duty in the United States military, provided that the maximum number of years a member's dues may be waived under this provision shall not exceed four (4) years.

**SECTION 3.4. INACTIVE MEMBERSHIP STATUS.** A Voting Member may apply for inactive membership status by submitting a letter to the Board stating the reason(s) for the request and the requested duration of inactive membership provided that it is not longer than five (5) years. The Board may grant or deny the request in its discretion. If the request is granted, the Voting Member shall have none of the obligations or enjoy any of the rights of membership while on inactive status. A Voting Member on inactive membership status must request to be returned to active membership status prior to the conclusion of the approved inactive membership status period by submitting a written request to the Board which the Board may grant or deny in its discretion. In the discretion of the Board, a Voting Member on inactive membership status may be placed on a waiting list for active membership should such a list exist. Before a Full Member on inactive membership status may be returned to active membership status, the Full Member must pay dues, prorated from the first day of the month in which the Full Member is returned to active membership status, for the remainder of the fiscal year of the Club. A Voting Member who fails to return to active membership status by the end of the approved inactive membership status period or pay the required membership dues shall be deemed to have resigned as of the date the Voting Member was to have returned to active membership status. When a Voting Member returns to active membership status, the Voting Member shall enjoy all of the rights and obligations of the Voting Member's membership class.

**SECTION 3.5. RESIGNATION.** Any member may resign by filing a written resignation with the Secretary or such other person as may be designated by the Board, but such resignation shall not relieve the member so resigning of the obligation to pay any dues, assessments, or other charges accrued and unpaid.

**SECTION 3.6. REINSTATEMENT.** Except as otherwise provided in these Bylaws, upon written request signed by a former member and filed with the Secretary, or such other person as the Board may designate from time to time, the Board may, by the affirmative vote of two-thirds (2/3rds) of the Board, reinstate such former member to membership on such terms as the Board may deem appropriate. A former member expelled for "cause" may not apply for reinstatement. A former member whose membership was terminated under Section 3.2.2 may not apply for membership reinstatement until the individual pays to the Club all initiation fees, annual dues, special assessments, penalties, and other sums due and owing to the Club.

**SECTION 3.7. TRANSFER OF MEMBERSHIP.** Membership in this Club is not transferable or assignable.

**SECTION 3.8. MEMBERSHIP DOCUMENTATION.**

**SECTION 3.8.1. MEMBERSHIP NUMBER.** The Board shall cause each member to be assigned a unique membership number (“Membership Number(s)”).

**SECTION 3.8.2. DOCUMENTS.** The Board may provide for the issuance of certificates, cards, or other documentation evidencing membership in the Club (collectively, “Membership Documents”), which will be in the form(s) determined by the Board from time to time. Minimally, all Membership Documents shall include the name of the member. If any Membership Document becomes lost, mutilated, or destroyed, a new Membership Document may be issued on terms and conditions determined by the Board.

**SECTION 3.8.3. RETURN.** An individual shall return to the Secretary, or such other person as the Board may designate from time to time, all Membership Documents issued to the individual upon the suspension or termination of the individual’s membership.

**SECTION 3.9. INITIATION FEES, DUES AND SPECIAL ASSESSMENTS.**

**SECTION 3.9.1. INITIATION FEES AND ANNUAL DUES.** Annually, as part of the Club’s budget process, the Board shall determine the initiation fees for Probationary Members and annual dues payable to the Club by members. For individuals who become members mid-membership year, the annual membership dues shall be prorated from the beginning of the membership year in which the member’s membership begins through the first day of the month in which the member’s membership begins.

**SECTION 3.9.2. DUES PAYMENTS.** Except as otherwise provided in these Bylaws, dues for members shall be payable on or before January 31<sup>st</sup> of each year.

**SECTION 3.9.3. SPECIAL ASSESSMENTS.** A special assessment may be imposed on the Voting Members upon the recommendation of the Board and approval by the Voting Members. In addition to the other notice requirements for Voting Member meetings, the notice for any Voting Member meeting at which the special assessment is to be considered shall state the total amount to be raised by the proposed special assessment, the amount each Voting Member will be required to pay as part of the special assessment, and the reason(s) for the special assessment.

**SECTION 3.9.4. REFUNDS.** Dues and special assessments are not refundable. As discussed above, initiation fees paid by a Probationary Member not approved for Full Membership shall be refunded to the Probationary Member. Otherwise, initiation fees are not refundable.

**ARTICLE IV**  
***Voting Member Meetings***

**SECTION 4.1. ANNUAL MEETING.** An annual meeting of the Voting Members shall be held during December of each year for the purpose of electing directors (to the extent director elections did not take place prior to the annual meeting as hereinafter provided) and for the transaction of such other business as may come before the meeting; the date, time, and place of which shall be determined by the Board. Subject to the foregoing, the Board shall set the specific date, time, and location for the annual meeting by resolution.

**SECTION 4.2. ADDITIONAL FULL MEETINGS.** In addition to the annual meeting discussed in Section 4.1, there shall be regular monthly Voting Member meetings for the purpose of introducing Probationary Members and welcoming new members, providing information to the members regarding the Club's activities and programs, to facilitate and encourage fellowship among the members and for the transaction of such other business as may come before the meeting. The date, time, and place of the regular monthly Voting Member meetings shall be determined from time to time by resolution of the Board.

**SECTION 4.3. SPECIAL MEETINGS.** Special meetings of the Voting Members may be called by the President, the Board, or by not less than one-third (1/3rd) of the Voting Members for the purpose or purposes stated in the call of the meeting.

**SECTION 4.4. PLACE OF MEETING.** The Board may designate any place as the place of meeting for any annual, regular, or special meeting called by the Board. If no designation is made or if a special meeting is otherwise called, the place of meeting shall be the Club's Club House.

**SECTION 4.5. NOTICE OF MEETINGS.** Written notice stating the place, date, and hour of any meeting of the Voting Members shall be delivered to each Voting Member entitled to vote at such meeting not less than thirty (30) nor more than sixty (60) days before the date of such meeting; or, in the case of the removal of one (1) or more Board members, a merger, consolidation, dissolution or sale, lease or exchange of assets, not less than twenty (20) nor more than sixty (60) days before the date of the meeting. In case of a special meeting or when required by statute or by these Bylaws, the purpose(s) for which the meeting is called shall be stated in the notice. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken.

**SECTION 4.6. INFORMAL ACTION BY VOTING MEMBERS.**

**SECTION 4.6.1. ACTION BY MAIL-IN BALLOT.** Any action required by law to be taken at a meeting of the Voting Members entitled to vote, or any other action which may be taken at a meeting of the Voting Members entitled to vote, may be taken by ballot, without a meeting, in writing by mail, e-mail, or any other electronic means (collectively, "mail-in ballot") pursuant to which the Voting Members entitled to vote thereon are given the opportunity to vote for or against the proposed action, and the action receives approval by a majority of the Voting Members casting votes, or such larger number as

may be required by law, the Articles of Incorporation, or these Bylaws, provided that the number of Voting Members casting votes would constitute a quorum if such action had been taken at a meeting. Voting must remain open for not less than five (5) days from the date the ballot is delivered; provided; however, in the case of a removal of one (1) or more directors, a merger, consolidation, dissolution or sale, lease or exchange of assets, the voting must remain open for not less than twenty (20) days from the date the ballot is delivered. Such informal action by Voting Members shall become effective only if, at least five (5) days prior to the effective date of such informal action, a notice in writing of the proposed action is delivered to all of the Voting Members entitled to vote with respect to the subject matter thereof.

**SECTION 4.6.2. ACTION BY UNANIMOUS WRITTEN CONSENT.** Unless otherwise provided in the Articles of Incorporation or these Bylaws, any action required by law to be taken at a meeting of the Voting Members entitled to vote, or any other action which may be taken at a meeting of Voting Members entitled to vote, may also be taken without a meeting and without a vote if a consent in writing, setting forth the action to be taken, shall be approved by all the Voting Members entitled to vote with respect to the subject matter thereof.

**SECTION 4.7. FIXING OF RECORD DATE.** For the purpose of determining the Voting Members entitled to notice of, or to vote at any meeting of, Voting Members, or in order to make a determination of Voting Members for any other proper purpose, the Board may fix in advance a date as the record date for any such determination of Voting Members; such date in any case to be no more than sixty (60) days and, for a meeting of Voting Members, not less than five (5) days, or in the case of a merger, consolidation, or dissolution, or sale, lease, or exchange of assets, not less than twenty (20) days before the date of such meeting. If no record date is fixed for the determination of Voting Members entitled to notice of, or to vote at, a meeting of Voting Members, the date on which notice of the meeting is delivered shall be the record date for such determination of Voting Members. When determination of Voting Members entitled to vote at any meeting of Voting Members has been made, such determination shall apply to any adjournment of the meeting.

**SECTION 4.8. QUORUM AND MANNER OF ACTING.** Ten percent (10%) of the Voting Members at a meeting of the Voting Members shall constitute a quorum, provided that if less than ten percent (10%) of the Voting Members are present at the meeting, a majority of the Voting Members present may adjourn the meeting at any time without further notice. If a quorum is present, the affirmative vote of a majority of the Voting Members at the meeting shall be the act of the Voting Members, unless the vote of a greater number is required by the Illinois General Not-for-Profit Corporation Act, the Articles of Incorporation, or these Bylaws. At any adjourned meeting at which a quorum is present, any business may be transacted that might have been transacted at the original meeting.

**SECTION 4.9. VOTING.** Each Voting Member shall be entitled to one (1) vote on each matter submitted to a vote of the Voting Members. In a meeting, voting on any question may be by voice unless the chair of the meeting shall order, or any Voting Member shall demand, that voting be by ballot. Proxy voting and cumulative voting are prohibited.

**SECTION 4.10. INSPECTORS.** At any meeting of Voting Members or in connection with any mail-in ballot, the chair of the meeting, or in the case of a mail-in ballot the President, may or, upon the request of any Voting Member, shall appoint one or more persons as inspectors for such meeting or mail-in ballot. Such inspectors shall ascertain and report the number of votes represented at the meeting or the number of mail-in ballots received from Voting Members; count all votes and report the results; and do such other acts as are proper to conduct the voting with impartiality and fairness to all the Voting Members. Each report of an inspector shall be in writing and signed by him or her or by a majority of them if there be more than one inspector acting at such meeting or in connection with a mail-in ballot. If there is more than one inspector, the report of a majority shall be the report of the inspectors. The report of the inspector or inspectors on the number of votes represented at the meeting or submitted in connection with a mail-in ballot and the results of the voting shall be *prima facie* evidence thereof.

## **ARTICLE V** ***Board of Directors***

**SECTION 5.1. GENERAL POWERS.** The affairs of the Club shall be managed under the direction of the Board.

**SECTION 5.2. NUMBER.** The Board shall be composed of twenty (20) directors. The number of directors may be decreased to not fewer than three (3) or increased to any number from time to time by amendment of this section, unless the Articles of Incorporation provide that a change in the number of directors shall be made only by amendment of the Articles of Incorporation. No decrease in the number of directors shall have the effect of shortening the term of an incumbent director.

**SECTION 5.3. QUALIFICATIONS.** In order to serve as a director, an individual must be a Voting Member, be independent (*as defined in this section*); and not have a business relationship with any other director, officer, or employee of the Club. An individual is not required to be a resident of the State of Illinois in order to serve on the Board. An individual shall be considered independent if: (i) the individual is not compensated by the Club as an employee; (ii) the individual does not receive total compensation or other payments exceeding \$10,000 during the Club's tax year from the Club as an independent contractor; (iii) the individual's compensation is not determined by individuals or organizations who are compensated by the Club; (iv) the individual does not receive, directly or indirectly, material financial benefits from the Club except as a member.

**SECTION 5.4. TERM.** Five (5) of the directors shall be the President, Vice President, Secretary, Treasurer, and Past President who shall serve *ex-officio* with all of the rights and obligations of any other director. The remaining fifteen (15) directors shall be divided into three (3) classes, each composed of five (5) directors. The terms of the three (3) director classes shall be staggered so that one-third (1/3rd) of the directors are elected annually. The elected directors shall serve a term of three (3) years, except as otherwise provided in these Bylaws. An elected director's term shall commence at the annual meeting of the Voting Members and continue until the director's resignation, removal, death, or until the director's term expires and his/her successor is elected and qualified.

**SECTION 5.5. NOMINATIONS AND ELECTIONS.** Prior to each director election, the Nominations Committee shall seek, qualify, and nominate candidates to serve as directors in accordance with the policies and procedures established by the Board. In addition, a Voting Member in good standing may nominate one (1) or more Voting Members in good standing by submitting the name of the potential nominee to the Nominations Committee in accordance with the policies and procedures and within the timeframes established by the Board. The Nominations Committee shall qualify and confirm the willingness of all potential nominees submitted by Voting Members before adding the name to the list of nominees. The Nominations Committee shall transmit the names of the nominees to the Club Secretary at least thirty (30) days in advance of the election. Director elections may be conducted prior to the annual meeting of the Voting Members by any method approved by the Board, accessible and available to all Voting Members, and permitted by law including, but not limited to, mail-in ballot. If director elections are not conducted prior to the annual meeting of the Voting Members, director elections shall be held at that annual meeting of the Voting Members. If the election of directors does not occur before or at the annual meeting, it shall be held as soon after the annual meeting as possible. In the event of a tie between candidates for the same director position, the election shall be decided by a flip of the coin.

**SECTION 5.6. RESIGNATION.** A director may resign at any time by written notice delivered to the Board, the President, or the Secretary of the Club. A resignation is effective when the notice is delivered unless the notice specifies a future date. The pending vacancy may be filled before the effective date, but the successor shall not take office until the effective date. A director who fails to return to the Club the completed Annual Conflict of Interest Disclosure Statement required by the Club's Conflict of Interest Policy by the due date established by the Board, knowingly and voluntarily resigns effective as of the day after said due date. A director who fails to participate in three (3) consecutive Board meetings, without the Board's permission, knowingly and voluntarily resigns at the conclusion of the third (3rd) consecutive Board meeting.

**SECTION 5.7. REMOVAL OF DIRECTORS.** A director may be removed with or without cause, as specified by statute.

**SECTION 5.8. VACANCIES.** Any vacancy occurring in the Board and any directorship to be filled by reason of an increase in the number of directors shall be filled by the Board unless the Articles of Incorporation, the General Not-for-Profit Corporation Act, or these Bylaws provide that a vacancy or a directorship so created shall be filled in some other manner, in which case such provision shall control. A director elected or appointed to fill a vacancy in an existing office shall be elected or appointed for the unexpired term of his/her predecessor. A director elected or appointed to fill a newly created director position shall be elected or appointed for the term specified in the action creating the position.

**SECTION 5.9. FULL MEETINGS.** The Board shall meet monthly. The Board shall have an annual meeting in December of each year or at such other time as the Board may specify. The exact date and time of each regular monthly meeting and the Board's annual meeting shall be specified in a resolution adopted by the Board. No notice shall be required other than such resolution. The Board may provide by resolution the date and time for the holding of additional regular meetings of the Board without other notice than such resolution.

**SECTION 5.10. SPECIAL MEETINGS.** Special meetings of the Board may be called by, or at the request of, the President, any two (2) officers, or any three (3) directors.

**SECTION 5.11. MEETING PLACE.** Other than with the prior approval of the Board, all Board meetings shall be held at the Club's Club House.

**SECTION 5.12. NOTICE.** Notice of any special meeting of the Board shall be delivered at least twenty-four (24) hours in advance of the meeting. Neither the business to be transacted, nor the purpose of any regular or special meeting of the Board need be specified in the notice unless specifically required by law or these Bylaws.

**SECTION 5.13. QUORUM.** One-third (1/3rd) of the directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board, provided that, if less than one-third (1/3) of the directors are present at a meeting, a majority of the directors present may adjourn the meeting without further notice.

**SECTION 5.14. MANNER OF ACTING.** The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by law, these Bylaws, or the Articles of Incorporation. No director may act by proxy on any matter.

**SECTION 5.15. TELEPHONIC OR ELECTRONIC MEETING PARTICIPATION.** Directors may participate in and act at any meeting of the Board through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can communicate with each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

**SECTION 5.16. INFORMAL ACTION BY DIRECTORS.** The authority of the Board may be exercised without a meeting if a written consent setting forth the action taken is signed by all of the directors entitled to vote. The consent shall be evidenced by one or more written approvals, each of which sets forth the action taken and provides a written record of approval. All the approvals evidencing the consent shall be delivered to the Secretary to be filed in the corporate records. The action taken shall be effective when all the directors have approved the consent unless the consent specifies a different effective date.

**SECTION 5.17. PRESUMPTION OF ASSENT.** A director present at a meeting of the Board at which action on any Club matter is taken shall be conclusively presumed to have assented to the action taken unless his/her dissent shall be entered in the minutes of the meeting or unless s/he shall file his/her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered or certified mail to the Secretary of the Club immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

**SECTION 5.18. COMPENSATION.** Directors shall not be compensated for their services as directors of the Club.

## **ARTICLE VI**

### *Officers*

**SECTION 6.1. OFFICERS.** The officers of the Club shall be a President, a Vice President, a Treasurer, a Secretary, a Past President, and such other officers as may be elected or appointed by the Board. Officers whose authority and duties are not prescribed in these Bylaws shall have the authority and perform the duties as prescribed, from time to time, by the Board. An individual may not hold more than one (1) office at a time.

**SECTION 6.2. QUALIFICATIONS.** All officers must be Voting Members in good standing, dedicated to advancing the Exempt Purposes of the Club and have fulfilled the service requirements listed below for each office:

- President: Completed four (4) years of Voting Membership immediately prior to, and three (3) full years as a director prior to assuming office;
- Vice President: Completed three (3) years of Voting Membership immediately prior to, and two (2) full years as a director prior to assuming office; and
- Secretary and Treasurer: Completed two (2) years of Voting Membership immediately prior to, and one (1) full year as a director prior to assuming office.
- Past President: Completed four (4) years of Voting Membership immediately prior to; three (3) full years as a director prior to; and at least one (1) term as President prior to assuming office. The Past President shall be the immediate past President, unless the immediate past President is unwilling or unable to serve. In such instances, the Board shall nominate a former President to serve as Past President.

**SECTION 6.3. NOMINATIONS, ELECTION, AND TERM OF OFFICE.** Prior to each officer election, the Nominations Committee shall seek, qualify, and nominate candidates to serve as officers in accordance with the policies and procedures established by the Board. A Voting Member in good standing may nominate one (1) or more Voting Members in good standing by submitting the name of the potential nominee to the Nominations Committee in accordance with the policies and procedures and within the timeframes established by the Board. The Nominations Committee shall qualify and confirm the willingness of all potential nominees submitted by Voting Members before adding the name to the list of nominees. The Nominations Committee shall transmit the names of the nominees to the Club Secretary at least thirty (30) days in advance of the election. Officer elections may be conducted prior to the annual meeting of the Voting Members by any method approved by the Board, accessible and available to all Voting Members, and permitted by law including, but not limited to, mail-in ballot. If officer elections are not conducted prior to the annual meeting of the Voting Members, officer elections shall be held at that annual meeting of the Voting Members. If the election of officers does not occur before or at the annual meeting of Voting Members, it shall be held as soon after the annual meeting of Voting Members as possible. Each officer's term of office shall be for (1) year usually commencing at the annual meeting of the Voting Members at or following their election and continuing until the officer's resignation, removal, death, or until the director's term expires and his/her successor is elected and qualified. Election of an officer shall not create any contract rights. In the event of a tie between candidates for the same office, the election shall be decided by a flip of the coin.

**SECTION 6.4. RESIGNATION AND REMOVAL.** An officer may resign at any time upon written notice to the Board. A resignation is effective when the notice is delivered unless the notice specifies a future date. The pending vacancy may be filled before the effective date, but the successor shall not take office until the effective date. An officer who fails to return to the Club the completed Annual Conflict of Interest Disclosure Statement required by the Club's Conflict of Interest Policy by the due date established by the Board, knowingly and voluntarily resigns effective as of the day after said due date. An officer who fails to participate in three (3) consecutive Board meetings, without the Board's consent, knowingly and voluntarily resigns at the conclusion of the third (3rd) consecutive Board meeting. An officer may be removed in the same manner as a director.

**SECTION 6.5. VACANCIES.** Vacancies may be filled or new offices created and filled at any meeting of the Board. An officer elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his/her predecessor. An officer elected to a newly created office shall be elected to a term ending at the next Annual Meeting of the Club upon the election and qualification of his/her successor.

**SECTION 6.6. PRESIDENT.** The President shall preside at all meetings of the Voting Members and of the Board, shall oversee the implementation of all resolutions and directives of the Board, and shall discharge all duties incident to the office of President and such other duties as may be prescribed by the Board. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the Club, or a different mode of execution is expressly prescribed by the Board or these Bylaws, the President may execute for the Club any contracts, deeds, mortgages, bonds, or other instruments that the Board has authorized to be executed, either individually or with the Secretary or any other officer authorized by the Board, according to the requirements of the form of the instrument.

**SECTION 6.7. VICE PRESIDENT.** The Vice President shall assist the President in the discharge of the President's duties, as the President may direct, and shall perform such other duties as assigned by the President or the Board. In the absence of the President, or in the event of the President's inability or refusal to act, the Vice President shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions on the President.

**SECTION 6.8. TREASURER.** The Treasurer shall be the principal accounting and financial officer of the Club. S/he shall: (i) have charge of and be responsible for the maintenance of adequate books of account for the Club; (ii) have charge and custody of all funds and securities of the Club, and be responsible therefore, and for the receipt and disbursement thereof; and (iii) perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him/her by the President or by the Board. While the Treasurer shall have the authority to prepare checks and other instruments, the Treasurer shall not have the authority to sign checks or other instruments. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his/her duties in such sum and with such surety or sureties as the Board shall determine.

**SECTION 6.9. SECRETARY.** The Secretary shall: (i) cause minutes of the meetings of the Board and all committees are kept and recorded in one (1) or more books provided for that

purpose or as otherwise specified by the Board; (ii) ensure that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (iii) ensure the Club's corporate records are securely maintained at the Club's principal business office; (iv) ensure the Club maintains a complete and current list of the Club's members, directors, officers, and committee and advisory committee members including, but not limited to, the name, mailing address, email address, telephone number, and the Membership Number assigned to each; and (v) perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board.

**SECTION 6.10. PAST PRESIDENT.** The Past President shall: (i) serve as a resource to the President; and (ii) perform such other duties as from time to time may be assigned to the Past President by the President or by the Board.

**SECTION 6.11. COMPENSATION.** Officers shall not be compensated for their services as officers of the Club.

## **ARTICLE VII**

### ***Committees, Advisory Committees, and Task Forces***

**SECTION 7.1. COMMITTEES.** The Board, by resolution adopted by a majority of the directors in office, may designate one or more committees, each of which will consist of two (2) or more directors and such other persons as the Board designates, provided that a majority of each committee's members are directors, and provided a member of the Board serves as committee chair. The foregoing membership requirements shall not apply to the Nominations Committee. The President shall be an *ex-officio* member of all committees.

**SECTION 7.2. AUTHORITY OF COMMITTEES; PROHIBITED ACTS.** Each committee shall have and exercise the authority of the Board in the management of the Club as provided in the resolution establishing the committee and any charter, guidelines, or rules adopted by the Board for the committee. However, no committee shall have the power or authority to:

**SECTION 7.2.1.** Adopt a plan for the distribution of the assets of the Club, or for dissolution;

**SECTION 7.2.2.** Fill vacancies on the Board or any of the Club's committees;

**SECTION 7.2.3.** Elect, appoint, or remove any officer or director or member of any committee, or fix the compensation of any member of a committee;

**SECTION 7.2.4.** Adopt, amend, or repeal the Bylaws or the Articles of Incorporation;

**SECTION 7.2.5.** Adopt a plan of merger or adopt a plan of consolidation with another club, or authorize the sale, lease, exchange or mortgage of all or substantially all of the property or assets of the Club; or

**SECTION 7.2.6.** Amend, alter, repeal, or take action inconsistent with any resolution or action of the Board when the resolution or action of the Board provides by its terms that it shall not be amended, altered, or repealed by action of a committee.

The designation of a committee and the delegation thereto of authority shall not operate to relieve the Board, or any individual director, of any responsibility imposed on it, him, or her by law.

**SECTION 7.3. ADVISORY COMMITTEES, TASK FORCES, AND OTHER ADVISORY BODIES.** Advisory committees, task forces, and other bodies not having and exercising the authority of the Board (collectively hereinafter referred to as “Advisory Committee(s)”) may be designated or created by the Board and shall consist of such persons as the Board designates. The Board shall determine whether, if at all, an Advisory Committee must have directors as members. An Advisory Committee may not act on behalf of the Club or bind it to any action, but may make recommendations to the Board or to the officers of the Club.

**SECTION 7.4. CHAIR.** To the extent these Bylaws or the resolution establishing a committee or Advisory Committee does not identify a chair for the committee or Advisory Committee, the President shall, with the approval of the Board, designate the chair for the committee or Advisory Committee. Only Voting Members may serve as committee or Advisory Committee chairs. In the absence of a designated chair, the committee or Advisory Committee members in attendance at a meeting of the committee or Advisory Committee shall select a chair for that meeting from among those committee or Advisory Committee members present.

**SECTION 7.5. VACANCIES.** Vacancies in the membership of any committee or Advisory Committee shall be filled by the Board.

**SECTION 7.6. MEETINGS.** Full meetings of a committee or Advisory Committee may be established by the Board or the committee or Advisory Committee. Committee or Advisory Committee meetings may also be called by the Board, the President, the committee or Advisory Committee chair, or by a majority of the committee or Advisory Committee members.

**SECTION 7.7. NOTICE.** Written notice of any committee or Advisory Committee meeting shall be delivered at least twenty-four (24) hours in advance of any committee or Advisory Committee meeting.

**SECTION 7.8. QUORUM.** A majority of a committee or Advisory Committee shall constitute a quorum, unless otherwise provided in these Bylaws or the resolution of the Board establishing a committee or Advisory Committee.

**SECTION 7.9. MANNER OF ACTING.** The act of a majority of the committee or Advisory Committee members present at a meeting at which there is a quorum shall be the act of the committee or Advisory Committee, unless the act of a greater number is required by statute, these Bylaws, or the Articles of Incorporation.

**SECTION 7.10. NO PROXY VOTING.** No committee or Advisory Committee member may act by proxy on any matter.

**SECTION 7.11. MINUTES.** Contemporaneous minutes shall be kept of each committee meeting. Contemporaneous minutes of an Advisory Committee meeting are only required to be kept if the Board so directs. The secretary of each meeting at which minutes are required to be kept shall ensure that draft minutes for the meeting are prepared and distributed to each committee or

Advisory Committee member in advance of the subsequent committee or Advisory Committee meeting. The committee or Advisory Committee shall review, revise if necessary, and approve the minutes at the subsequent meeting of the committee or Advisory Committee. Once approved, a copy of the minutes shall be provided to the Secretary of the Club to be filed in the Club's corporate records.

**SECTION 7.12. CHARTERS, GUIDELINES, AND RULES.** The Board may adopt additional charters, guidelines, or rules for a committee or Advisory Committee as it deems appropriate. Each committee or Advisory Committee may adopt rules for its own governance consistent with the Articles of Incorporation, these Bylaws, the resolution establishing the committee or Advisory Committee or any charter, guideline, or rules adopted by the Board for the same.

**SECTION 7.13. INFORMAL ACTION.** Except as otherwise provided in the resolution establishing a committee or Advisory Committee, the authority of a committee or Advisory Committee may be exercised without a meeting if a written consent setting forth the action taken is signed by all committee or Advisory Committee members entitled to vote.

**SECTION 7.14. TELEPHONIC OR ELECTRONIC MEETING PARTICIPATION.** Committee and Advisory Committee members may participate in and act at any meeting of a committee or Advisory Committee through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can communicate with each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

**SECTION 7.15. PRESUMPTION OF ASSENT.** A committee or Advisory Committee member present at a meeting of the committee or Advisory Committee at which action on any matter is taken shall be conclusively presumed to have assented to the action taken unless his/her dissent shall be entered in the minutes of the meeting or unless s/he shall file his/her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered or certified mail to the Secretary of the Club immediately after the adjournment of the meeting. Such right to dissent shall not apply to a committee or Advisory Committee member who voted in favor of such action.

**SECTION 7.16. COMPENSATION.** Committee and Advisory Committee members shall not be compensated for their services as committee or Advisory Committee members.

**SECTION 7.17. AUTHORITY OF THE BOARD.** The Board may at any time dissolve, reconstitute, alter, remove a member, or take any other action with regard to a committee or Advisory Committee which the Board, in its discretion, determines to be in the best interest of the Club and its Exempt Purpose.

## **ARTICLE VIII**

### ***Standing Committees and Advisory Committees***

**SECTION 8.1. STANDING COMMITTEES.** Subject to the provisions of Article VII of these Bylaws, the Club shall have the following standing committees:

## **SECTION 8.1.1. AUDIT AND FINANCE COMMITTEE.**

**SECTION 8.1.1.1. COMPOSITION.** The Audit and Finance Committee shall be composed of at least three (3) individuals all of whom shall be directors of the Club. The directors and the chair shall be appointed by the Board. Individuals appointed to the Audit and Finance Committee should have a basic understanding of finance, budgeting, accounting, internal controls, and be able to read and understand financial statements.

**SECTION 8.1.1.2. RESPONSIBILITIES.** The Audit and Finance Committee shall: (i) ensure the Club's financial resources are used to advance the Club's Exempt Purpose; (ii) develop and transmit recommendations for the Club's annual budget to the Board by the date set by the Board; (iii) ensure monthly, quarterly, and annual budget-to-actual financial reports are provided to the Board and any committee and/or individual as may be directed by the Board; (iv) ensure the Club has an independent review or audit of its financial statements annually; (v) review the results of the Club's annual independent review or audit, the report of the independent accountant/auditor, any related management letter, and the Club's responses to recommendations made by the independent accountant/auditor; (vi) inquire into any financial matters deemed necessary by the Board or any officer; (vii) provide periodic reports to the Board regarding the Committee's activities and recommendations; and (viii) perform such other duties and responsibilities as may be assigned by the Board.

## **SECTION 8.1.2. NOMINATIONS COMMITTEE.**

**SECTION 8.1.2.1. COMPOSITION.** The Nominations Committee shall be composed of at least three (3) individuals, all of whom shall be Voting Members of the Club and shall be appointed by the Board. An individual shall not be eligible to serve as a member of the Nominations Committee after serving three (3) consecutive one (1) year terms, until after s/he has been off the Nominations Committee for at least two (2) years.

**SECTION 8.1.2.2. RESPONSIBILITIES.** The Nominations Committee shall be responsible for soliciting, qualifying, and nominating individuals for election as directors and officers of the Club. In making each nomination, the Nominations Committee shall consider nominations from Voting Members and, in accordance with stated nominee criteria approved by the Board, shall seek individuals who possess the requisite backgrounds, education, training, and experience that will best serve the Club's interest. Prior to making a nomination, the Nominations Committee shall: (i) confirm the qualifications of any potential nominee; (ii) give due consideration to all nominations from the Voting Members and such other candidates it may wish to consider; (iii) make available to all potential nominees copies of the Club's governing documents, including without limitation, the Club's Bylaws and Conflict of Interest Policy; (iv) inform potential nominees of the duties and responsibilities of the position for which the individual may be nominated; and (v) obtain from potential nominees a signed acknowledgement

stating: (a) s/he has reviewed and understands the duties and responsibilities of the position; (b) s/he is qualified and willing to serve in that position; (c) s/he will, if elected, perform to the best of his/her abilities the duties and responsibilities of the position; (d) s/he has reviewed and understands the Club's governing documents including, without limitation, the Club's Bylaws and Conflict of Interest Policy and shall abide by the same; (e) s/he shall complete and return to the Club the Annual Conflict of Interest Disclosure Statement by the due date established by the Board, and if s/he fails to do so, s/he will knowingly and voluntarily resign his/her position; and (f) if s/he fails to participate in three (3) consecutive meetings of the Board, without the Board's approval, s/he knowingly and voluntarily resigns his/her position. The Nominations Committee shall make nominations within the time period specified by these Bylaws, the Board, or if not specified by these Bylaws or the Board, at least thirty (30) days prior to the anticipated election date. In addition to the foregoing duties and responsibilities, the Nominations Committee shall perform such other duties and responsibilities as the Board shall assign from time to time.

The specific nomination and election process shall be set forth in a policy determined by the Board, which policy shall be consistent with these Bylaws and the Articles of Incorporation

**SECTION 8.2. STANDING ADVISORY COMMITTEES.** Subject to the provisions of Article VIII of these Bylaws, the Club shall have the following standing Advisory Committees:

**SECTION 8.2.1. GOVERNANCE ADVISORY COMMITTEE.**

**SECTION 8.2.1.1. COMPOSITION.** The Governance Advisory Committee shall be composed of no less than three (3) individuals, all of whom shall be Voting Members and at least one of whom shall be a director. The Governance Advisory Committee members and the chair shall be appointed by the Board.

**SECTION 8.2.1.2. RESPONSIBILITIES.** The Governance Advisory Committee shall: (i) oversee the Club's volunteer leadership orientation, education, training, and development programs; (ii) at least every three (3) years, review and make recommendations regarding the Club's governing documents including, but not limited to, these Bylaws and governance-related policies, procedures, and practices; (iii) oversee volunteer compliance with the Club's governing documents, policies, and procedures including, but not limited to, the Club's Conflict of Interest Policy; and (iv) perform such other duties and responsibilities as the Board shall assign from time to time.

**ARTICLE IX**  
***Financial Matters***

**SECTION 9.1. CONTRACTS.** The Board may, by resolution, authorize any officer(s) or agent(s) of the Club, in addition to the officers so authorized by these Bylaws, to enter into any contract

or execute and deliver any instrument in the name of and on behalf of the Club and such authority may be general or confined to specific instances.

**SECTION 9.2. CHECKS, DRAFTS, ETC.** All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Club shall be prepared by the Treasurer and signed by the President or Vice President or prepared and signed by such officer(s) or agent(s) of the Club and in such manner as otherwise specified in these Bylaws or as shall from time to time be determined by resolution of the Board.

**SECTION 9.3. DEPOSITS.** All funds of the Club shall be deposited from time to time to the credit of the Club in such banks, trust companies or other depositories as the Board may select.

**SECTION 9.4. GIFTS.** The Board may accept on behalf of the Club any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Club.

**SECTION 9.5. LOANS.** Loans from the Club to any person or entity are prohibited.

**SECTION 9.6. INDEPENDENT REVIEW OR AUDIT.** Annually, the Club shall have its financial books and records reviewed or audited by an independent accountant.

**SECTION 9.7. BUDGET.** The Board shall adopt a budget in advance of each fiscal year. The affairs of the Club shall be conducted in accordance with the Club's annual budget as approved or amended by the Board.

**SECTION 9.8. STRATEGIC PLAN.** At least once every five (5) years, the Board shall adopt a strategic plan identifying the Club's Exempt Purpose and the goals and activities the Club shall pursue to advance its Exempt Purpose.

**SECTION 9.9. FINANCIAL POLICIES AND PROCEDURES.** The Board shall adopt financial policies and procedures which shall: (i) include prudent financial controls; and (ii) require the Club's financial books and records be kept in accordance with a Modified Cash Basis of Accounting.

## **ARTICLE X**

### ***Miscellaneous Provisions***

**SECTION 10.1. DIRECTOR AND OFFICER ANNUAL ORIENTATION.** Annually, the Club shall endeavor to provide a volunteer leadership (e.g., directors, officers, committee members, Advisory Committee members) orientation covering: (i) the Club's Exempt Purpose; (ii) the Club's governing documents; (iii) the Club's structure; (iv) the roles, duties, and responsibilities of officers, directors, committees, Advisory Committees, and chairs; (v) the Club's Conflict of Interest Policy, Whistleblower Protection Policy, and Record Retention Policy; (vi) the Club's programs and activities; and (vii) the Club's budget, budgeting process, and finances.

**SECTION 10.2. CERTAIN STANDING POLICIES.** The Club shall adopt and maintain: (i) a Conflict of Interest Policy; (ii) a Record Retention Policy; (iii) a Disqualified Person and Key Employee Compensation Policy; and (iv) a Whistleblower Protection Policy.

**SECTION 10.3. BOOKS AND RECORDS.** The Club shall keep correct and complete books and records of account. The Club shall also keep minutes of the proceedings of its Board and any committees having any of the authority of the Board. The Club shall keep at its registered or principal office a record giving the name, mailing address, telephone number, email address, and Membership Number of the Club's members, directors, officers, committee and Advisory Committee members, and other volunteer leaders.

**ARTICLE XI**  
*Use of Facilities*

Unless specifically authorized by resolution of the Board limited as to date, time, and event or function, no person except:

- a member;
- the spouse, children (under the age of 21), and grandchildren (under the age of 21) of a Probationary or Voting Member; and
- guests of a Probationary or Voting Member,

may use the Club's facilities. As used in these Bylaws, the term "guest" means either: (i) an individual in a group of eight (8) or less individuals where one (1) of the individuals is a Probationary or Voting Member and the Probationary or Voting Member or the Probationary or Voting Member's employer pays for the guest; or (ii) an individual in a group where seventy-five percent (75%) of the group consists of Probationary or Voting Members and a Probationary or Voting Member or the Probationary or Voting Member's employer pays for the individual. The Board shall not adopt a resolution approving the use of the Club or any aspect of the Club by non-members without first obtaining an opinion from legal counsel that such use shall not jeopardize the Club's federal income tax exemption under IRC 501(c)(7).

**ARTICLE XII**  
*Fiscal Year*

The fiscal year of the Club shall be January 1 to December 31.

**ARTICLE XIII**  
*Seal*

The Club shall not have a corporate seal.

**ARTICLE XIV**  
*Notice*

**SECTION 14.1. NOTICE BY ELECTRONIC MEANS.** A notice or action required to be in writing by the Illinois General Not-for-Profit Corporation Act, the Articles of Incorporation, or these Bylaws may be in an electronic form and transmitted or delivered by electronic means including, without limitation, email transmission. A notice or action transmitted by the Club by electronic means shall be deemed delivered as of the date and time it is transmitted by the Club to the email address, facsimile number, or other electronic contact information for an individual appearing on

the records of the Club. A notice or action transmitted to the Club by electronic means shall be deemed delivered as of the date and time it is actually received by the Club.

**SECTION 14.2. DELIVERED DEFINED.** Any notice required under the provisions of the Illinois General Not-for-Profit Corporation Act, the Articles of Incorporation, or these Bylaws shall be deemed “delivered” when it is: (i) transferred or presented to someone in person; (ii) deposited in the United States Postal Service mail, addressed to the person at his, her or its address as it appears on the records of the Club, with sufficient first-class postage prepaid thereon; or (iii) in the case of an electronic notice, as specified in Article XIV, Section 14.1.

**SECTION 14.3. WAIVER.** Whenever any notice is required to be given under the provisions of the Illinois General Not-for-Profit Corporation Act, the Articles of Incorporation or these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance at any meeting shall constitute waiver of notice thereof unless the person at the meeting objects to the holding of the meeting because proper notice was not given.

## **ARTICLE XV** *Parliamentary Procedure*

The conduct of meetings will be governed by Robert’s Rules of Order as most recently revised. In case of conflict between Robert’s Rules of Order and these Bylaws, these Bylaws will govern.

## **ARTICLE XVI** *Indemnification*

**SECTION 16.1. INDEMNIFICATION IN ACTIONS OTHER THAN BY OR IN THE RIGHT OF THE CLUB.** The Club may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Club) by reason of the fact that s/he is or was a director, officer, employee, or agent of the Club, or is or was serving at the request of the Club as a director, officer, employee, or agent of another club, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys’ fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, or proceeding, if such person acted in good faith and in a manner s/he reasonably believed to be in, or not opposed to, the best interests of the Club and, with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner s/he reasonably believed to be in or not opposed to the best interests of the Club or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his/her conduct was unlawful.

**SECTION 16.2. INDEMNIFICATION IN ACTIONS BY OR IN THE RIGHT OF THE CLUB.** The Club may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Club to procure a

judgment in its favor by reason of the fact that such person is or was a director, officer, employee, or agent of the Club, or is or was serving at the request of the Club as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith and in a manner s/he reasonably believed to be in, or not opposed to, the best interests of the Club, provided that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his/her duty to the Club, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

**SECTION 16.3. PAYMENT OF EXPENSES.** To the extent that a director, officer, employee, or agent of the Club has been successful, on the merits or otherwise, in the defense of any action, suit, or proceeding referred to in Sections 16.1 and 16.2 of this Article, or in defense of any claim, issue, or matter therein, such person may be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

**SECTION 16.4. DETERMINATION OF CONDUCT.** Any indemnification under Sections 16.1 and 16.2 (unless ordered by a court) shall be made by the Club only as authorized in the specific case, upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because s/he has met the applicable standard of conduct set forth in Sections 16.1 or 16.2. Such determination shall be made (i) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit, or proceeding; (ii) if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion; or (iii) by the Voting Members.

**SECTION 16.5. PAYMENT OF EXPENSES IN ADVANCE.** Expenses (including attorneys' fees) incurred by an officer, director, employee, or agent in defending a civil or criminal action, suit or proceeding may be paid by the Club in advance of the final disposition of such action, suit or proceeding, as authorized by the Board in the specific case, upon receipt of an undertaking by or on behalf of the director, officer, employee, or agent to repay such amount, unless it shall ultimately be determined that such person is entitled to be indemnified by the Club as authorized in this Article.

**SECTION 16.6. INDEMNIFICATION NOT EXCLUSIVE.** The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of disinterested directors, or otherwise, both as to action in his/her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent, and shall inure to the benefit of the heirs, executors, and administrators of such person.

**SECTION 16.7. INSURANCE.** The Club may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Club, or who is or was serving at the request of the Club as a director, officer, employee, or agent of another corporation,

partnership, joint venture, trust, or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his/her status as such, whether or not the Club would have the power to indemnify such person against such liability under the provisions of this Article.

**SECTION 16.8. NOTICE TO VOTING MEMBERS.** If the Club has paid indemnity or has advanced expenses under this Article to a director, officer, employee, or agent, the Club shall report the indemnification or advance in writing to the Voting Members with or before the notice of the next meeting of the Voting Members.

**SECTION 16.9. REFERENCES TO CLUB.** For purposes of this Article, references to “Club” shall include, in addition to the surviving corporation, any merging corporation (including any corporation having merged with a merging corporation) absorbed in a merger that, if its separate existence had continued, would have had the power and authority to indemnify its directors, officers, employees, or agents, so that any person who was a director, officer, employee, or agent of such merging corporation, or was serving at the request of such merging corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, shall stand in the same position under the provisions of this Article with respect to the surviving corporation as such person would have with respect to such merging corporation if its separate existence had continued.

**SECTION 16.10. OTHER REFERENCES.** For purposes of this Article, references to “other enterprises” shall include employee benefit plans; references to “fines” shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to “serving at the request of the Club” shall include any service as a director, officer, employee, or agent of the Club that imposes duties on or involves services by such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries. A person who acted in good faith and in a manner s/he reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Club” as referred to in this Article.

**SECTION 16.11. REFERENCES TO DIRECTOR, OFFICER, EMPLOYEE OR AGENT.** For purposes of this Article, references to “director, officer, employee or agent” shall include volunteers serving at the request of the Board on committees and Advisory Committees of the Club and in other volunteer roles with the Club.

## **ARTICLE XVII** *Amendments*

**SECTION 17.1. BYLAWS.** The Bylaws may contain any provisions for the regulation and management of the affairs of the Club consistent with the law or the Articles of Incorporation.

**SECTION 17.2. AMENDMENT BY THE BOARD.** Subject to any limitations set forth in the Articles of Incorporation, these Bylaws, and the Illinois General Not-for-Profit Corporation Act concerning corporate action that must be authorized or approved by the Voting Members of the Club, the Board shall have the power to alter, amend, or repeal the Bylaws or adopt new Bylaws, unless otherwise provided in the Articles of Incorporation or these Bylaws. Such action may be

taken at a regular or special meeting of the Board for which written notice of the purpose shall be given.

**SECTION 17.3. AMENDMENT BY THE VOTING MEMBERS.** In addition, the Bylaws may be amended upon the affirmative vote of two-thirds (2/3rds) of the Voting Members present at a regular or special meeting of the Voting Members at which a quorum is present, provided that not less than thirty (30) days prior to the meeting a written notice, specifying the amendment, is given to each Voting Member. This Section 17.3 may not be amended by the Board. It may only be amended by the Voting Members.

Adopted: August 4, 2014

Amended September 5, 2014

**BYLAWS CERTIFICATE**

The undersigned certifies that s/he is the Secretary of the St. Charles Sportsmen's Club, an Illinois not-for-profit corporation, and that, as such, s/he is authorized to execute this certificate on behalf of the Club, and further certifies that the foregoing Bylaws, consisting of 24 pages, including this page, constitute the Bylaws of the Club as of this date, duly adopted by the Voting Members of the Club on August 4, 2014.

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date