

# *Conway Country Club*



## **BY-LAWS**

**Revised April 4, 2011**

**BY-LAWS  
OF  
CONWAY COUNTRY CLUB, INC.**

**ARTICLE I  
GENERAL PROVISIONS**

**SECTION 1. NAME:** The name of this non-profit corporation is Conway Country Club, Inc. (the “Club”).

**SECTION 2. PURPOSE AND TAX EXEMPT STATUS:** The purpose of the Club is to provide social, recreational, and dining facilities for its members in accordance with Section 501(c)(7) of the Internal Revenue Code of 1986 (the “Code”), as amended, in accordance with the following:

(a) **Exempt Status:** Notwithstanding any other provisions of these By-Laws, the Club is organized exclusively for the purposes as specified in Section 501(c)(7) of the Code, and shall not carry on any activities not permitted to be carried on by an entity exempt from Federal income tax under Section 501(c)(7). The Club shall file all necessary reports required to maintain its non-profit status.

(b) **Private Inurement:** No part of the net earnings of the Club shall inure to the benefit of or be distributable to the Directors, Officers, Members or other private persons.

(c) **Non-Discrimination:** The Club, including its Directors, Officers, Members, and employees, shall not discriminate, in any form or manner, on the basis of race, color, religion, age, gender, national origin, or disability.

**SECTION 3. LOCATION:** The principal office of the Club shall be its clubhouse in Conway, Arkansas. The address of said office is 555 Country Club Road, Conway, Arkansas 72034.

**SECTION 4. AUTHORITIES:** The Club’s activities are subject to its Articles of Incorporation, these By-Laws, and the Arkansas Nonprofit Corporation Act.

**SECTION 5. FISCAL YEAR:** The Club’s fiscal year shall be January 1 through December 31.

**ARTICLE II  
MEMBERSHIP**

**SECTION 1. GENERAL:** There shall be no stockholders of Conway Country Club, Inc. The Club will have various classes of membership, as described below in Section 4 of this Article.

**SECTION 2. INITIATION FEES, DUES AND BENEFITS:** The initiation fees, dues and benefits will vary according to membership class. A description of the fees, dues and benefits for each membership class is detailed on attached Exhibit A. The Board of Directors shall have the sole discretion to amend the fees, dues and summary of benefits set forth on Exhibit A, as it deems necessary, provided, notice to affected members shall be given of any such changes at least thirty (30) days prior to their effective date. The Board of Directors, in its sole discretion and for the betterment of the club, may reduce or waive any initiation fees with respect to any proposed new member.

**SECTION 3. USE OF FEES/RETURN OF FEES:** The Club may use initiation fees, dues, and assessments for any purpose the Board of Directors deem appropriate, which is in furtherance of the Club's purpose and tax exempt status. Except as provided in Section 7 of this Article, no part of a member's initiation fees and assessment, shall be returned or refunded upon forfeiture of such fee, resignation, death, or other circumstances in which a member's membership is terminated.

**SECTION 4. CLASSES OF MEMBERSHIP:** The following is a list of the membership classes. The initiation fees, dues, and summary of benefits for each class are detailed on Exhibit A.

**(a) Premier Members:** Premier Members include four subclasses of members: (1) Premier Golf Members, (2) Premier Senior Members, (3) Premier Junior Members and (4) Premier Top of the Hill ("TOH") Members. All Premier Members are those adult members of the Club who have applied and have been approved for a Premier membership, who have paid their initiation fees and are current in their dues, assessments, accounts and obligations to the Club. All Premier Members have voting privileges in the Club and are eligible to serve on the Board of Directors.

*(i) Premier Golf Members* shall be those Premier Members of the Club who are entitled to full golfing privileges, clubhouse privileges and activities, tennis courts, and pool facilities, and such other benefits as set forth on Exhibit A.

*(ii) Premier Senior Members* are those Premier Golf Members who have attained the age of sixty-five (65).

*(iii) Premier Junior Members* are those Premier Golf Members over the age of twenty-one (21) but under the age of thirty-three (33).

*(iv) Premier TOH Members* shall be those Premier Members of the Club who are entitled to clubhouse privileges and activities, tennis courts, and pool facilities, and such other limited benefits as set forth on Exhibit A.

**(b) Regular Members:** Regular Members include four (4) subclasses of members: (1) Regular Golf Members, (2) Regular Senior Member, (3) Regular Junior Member and (4) Regular TOH Member. All Regular Members include those adult members of the Club who have applied and have been approved for a Regular membership, who have paid their

initiation fees and are current in their dues, assessments, accounts and obligations to the Club. Regular Members include Corporate members and Clergy members. Corporate members are those members whose membership fees and/or dues are paid by a corporation. Transfers of corporate membership from person to person are subject to Board approval. Clergy Members are those members who are clergy and who have met all the requirements as set forth by the Board of Directors for membership. Regular Members do not have voting privileges in the Club and are not eligible to serve on the Board of Directors.

(i) *Regular Golf Members* be those Regular Members of the Club who are entitled to full golfing privileges, clubhouse privileges and activities, tennis courts, and pool facilities, and such other limited benefits as set forth on Exhibit A.

(ii) *Regular Senior Members* shall be those Regular Members who have attained the age of sixty-five (65).

(iii) *Regular Junior Members* shall be those Regular Members over the age of twenty-one (21) but under the age of thirty-three (33).

(iv) *Regular TOH Members* shall be those Regular Members of the Club who are entitled to clubhouse privileges and activities, tennis courts, and pool facilities only. Regular TOH Members do not have golfing privileges.

**(c) Social Members:** Social Members shall be those members of the Club who are entitled to clubhouse privileges and activities only, who have been approved for membership and who are current in their dues, assessments, accounts, and obligations to the Club. Social Members do not have privileges at any other Club facilities, do not have voting rights and are not eligible to serve on the Board of Directors.

**(d) Non-Resident Members:** Non-Resident Members shall be those adult members of the Club whose permanent residence is outside a fifty (50) mile radius of Conway, who have been approved for membership and who are current in their dues, assessments, accounts, and obligations to the Club. Non-Resident Members have golfing privileges; however, Non-Resident Members do not have voting privileges in the Club and are not eligible to serve on the Board of Directors.

**SECTION 5. MEMBERS FAMILY:** Immediate family of a Premier Member, Regular Member, Social Member, and Non-Resident Member, namely the spouse of such member and each child of such member under the age of twenty-four (24) years who are either living in the member's home or is a full time student, shall have privileges of the Club according to such Member's class. Dependent grandchildren under the age of twenty-four (24) living in the home of a member may also enjoy all privileges of that member. Upon annual written notice to the Board, a single member may declare a "significant other" that may enjoy use of the club facilities but only in the company of that member.

**SECTION 6. ADMISSION TO MEMBERSHIP:** All applications for membership shall be in the form determined by the Board of Directors, complete in all material respects and be

signed by the applicant, who shall pledge himself or herself to abide and be bound by these By-Laws and the rules and regulations of the Club, and delivered to the Board of Directors. Such applicant shall be recommended by at least two (2) members. The application shall be accompanied by 100% of any required initiation fee unless an alternate arrangement has been approved by the Board of Directors. All applications shall be subject to review and approval by the Board of Directors. The application proceedings by the Board of Directors shall be secret, confidential and final, and the vote shall be by secret ballot. One (1) negative vote shall defer action until the next Board meeting at which time two (2) negative votes shall be sufficient to reject the applicant. The Board of Directors shall pass on each applicant separately. If not accepted, the applicant shall be notified in writing. No personal failing of election shall again be proposed for membership within six (6) months of such action. A successful applicant, as a qualification for membership, shall pay any initiation fee or other relevant fees currently in effect at the Club. The applicant shall be considered a member in good standing upon payment of such fees.

**SECTION 7. TRANSFERABILITY OF MEMBERSHIPS:**

(a) **General:** Memberships are not transferable or assignable except as provided below.

(b) **Death:** Upon the death of a member who holds a membership, the membership automatically transfers to the deceased member's surviving spouse, if any, without payment of any additional initiation fee or transfer fee. If a deceased member is not survived by a spouse, the Board of Directors, in its sole discretion, may allow the membership to be transferred to a surviving family member of the deceased member; otherwise the deceased member's membership is terminated.

**SECTION 8. IN-ACTIVE:** The Board of Directors may grant leave of absence for not longer than one (1) year to any member in good standing with the Club for any reason deemed appropriate by the Board of Directors. Applications for such leave must be made in writing in advance. While inactive, the member is responsible for monthly dues as established in Exhibit A. A current member that elects to become in-active for a period of less than one (1) year must pay all back dues, fees, assessment, accounts, an obligations to the Club in full prior to his or her membership being re-instated. The Board of Directors may grant a leave of absence to members ordered into active military service for the duration of such service.

**SECTION 9. MISCONDUCT:** Any member guilty of any misconduct and especially any member whose conduct shall be injurious to the character or interests of the Club, or who shall violate the By-Laws or established Rules, may have his membership forfeited or he may be suspended from the Club by the affirmative vote of not less than two-thirds (2/3) of the members of the Board of Directors. Before any membership can be forfeited, fifteen (15) days notice in writing that such action will be considered by the Board of Directors and the time and place, together with the charge against him, shall be personally delivered to the member, or sent to him by registered mail at his last known Post Office address. Such member shall have the opportunity to submit a written explanation of the conduct in question not less than five (5) days prior to the time stated in the notice. The Board of Directors shall

read the written explanation at the meeting in which it determines such member's membership status. The Board of Directors shall be the sole judges of what constitutes misconduct, what conduct is injurious to the character and interest of the Club, and what constitutes a violation of the By-Laws and established rules of the Club. Neither the Board of Directors as a body, nor any member, shall be liable to a member whose membership is forfeited or suspended.

**SECTION 10. CHANGE OF ADDRESS:** Members must notify the business office of the Club immediately of any change of address.

**SECTION 11. MEMBERSHIP TERMS:** Memberships shall be granted for a minimum term of one (1) year from the date the member is accepted. A member, who wishes to resign or change their membership to a lower classification prior to the end of the first year, will be required to pay the dues and fees on their account for the remainder of the one (1) year term.

**SECTION 12. MEMBERSHIP CLASSIFICATION CHANGES:** Members in good standing will automatically transfer between the following membership classifications: (a) Premier Golf Member to Premier Senior Member (upon attaining the age of sixty-five (65)), (b) Premier Junior Member to Premier Golf Member (upon attaining the age of thirty-three (33)), (c) Regular Golf Member to Regular Senior Member (upon attaining the age of sixty-five (65)), and (d) Regular Junior Member to Regular Golf Member (upon attaining the age of thirty-three (33)). Subject to the following sentence, all other changes requested by current members to their membership classification must be submitted in writing to the Board of Directors for approval, subject to current guidelines and restrictions on membership levels. Notwithstanding the foregoing sentence, a Regular Member who has been in good standing for at least five (5) years may elect to be classified as a Premier Member, without approval from the Board of Directors, by giving written notice to the Board of Directors of the Premier Membership category desired. If a Regular Member so elects to be classified as a Premier Member, the Board of Directors will determine the additional initiation fees due based on previous initiation fees paid by such Member and the current fee schedule at that time.

**SECTION 13. MEMBERSHIP LIMITATIONS:** The total number of members in all classes of memberships shall not exceed 750. The Board of Directors shall have the right to reject an application for a Premier TOH Membership if the acceptance of such application would cause the number of Premier TOH Memberships to exceed 20% of the sum of Premier Golf, Premier Senior and Premier Junior Memberships.

**SECTION 14. ASSESSMENTS:** An assessment may be levied upon the membership of the Club by a majority vote of the voting members at any annual meeting or at a special meeting called for that purpose.

**SECTION 15. INDEBTEDNESS OF MEMBERS TO THE CLUB:** Only members shall be entitled to benefits and privileges of the Club, and these benefits and privileges shall be denied to any member who has failed to promptly pay all items of indebtedness to the Club according to the following:

**(a) Accounts:** All accounts and debts of members, for dues and otherwise, shall be payable on or before the 10th of the month following that during which they are incurred. On or about the 5<sup>th</sup> day of each month, a statement of indebtedness shall be sent to each member of the total amount in which he is indebted to the Club on the last day of the preceding month.

**(b) Notices and Forfeiture:** If the indebtedness is not paid within thirty (30) days from the date it became due and payable, a notice shall be sent to the members that if his or her past due account is not paid within five (5) days, a 10% late fee will be applied. The member's name and statement of the amount due will be posted on the bulletin board of the club and his credit may be suspended. Any person whose name has been posted and credit suspended shall be denied the privileges of the club until entire amount is paid in full. Any member who shall fail for a period of three (3) months to pay his indebtedness to the Club, whether incurred by him or by any person using the Club or golf course on his invitation, shall cease to be a member of the Club and his membership shall be automatically forfeited to the Club. A member whose membership has been forfeited shall be liable for all indebtedness notwithstanding the forfeiture of his membership. The Board of Directors may withhold from posting for indebtedness the names of members known to be ill, or members who submit a valid excuse acceptable to the Board of Directors.

**(c) Reinstatement:** Any member whose membership shall have been forfeited under the preceding Section may be reinstated by an affirmative vote of two-thirds (2/3) of the Board of Directors, upon payment by him of the indebtedness and dues due, plus a reinstatement fee of 25% of the amount of the indebtedness.

**SECTION 16. RESPONSIBILITY OF MEMBERS:** Each member shall be responsible for all fines, penalties, indebtedness, and other charges incurred by any member of his immediate family. Property of the Club injured, damaged or removed by a member, or by any person for whom he is responsible, shall be paid for the Club by such member.

**SECTION 17. RESIGNATION:** A member of the Club may resign for any reason deemed appropriate by such member. However, resignation from the Club shall not in any way release the member from the obligation to pay any delinquent dues or fees. All dues and fees owed by the resigning member at the time a member's resignation is presented shall still be legally owed to the Club notwithstanding the member's resignation. A member must give written notice of his intent to resign to the Board of Directors ten (10) days prior to the end of the month for the resignation to take effect for the following month. All Club privileges afforded to the resigning member shall cease upon the effective date of such resignation. Any member who resigns may apply to rejoin the Club by submitting an application as required by the By-Laws.

### **ARTICLE III MEETINGS**

**SECTION 1. ANNUAL MEETING:** The annual meeting of the members of the Club who are entitled to vote shall be held at the Clubhouse on the 4<sup>th</sup> Monday of January in each fiscal year. Notice of the time and place of such meeting shall be mailed or sent via email to each

voting member at least one (1) week prior thereto. The purpose of the meeting shall be the election of directors and the transaction of such other business as may come before the meeting.

**SECTION 2. SPECIAL MEETINGS:** Special meetings of the voting membership for any purpose may be called by the President, and shall be called by him at the request of the Board of Directors or by 10% of the voting members. Notice of the meeting, time and place and purpose shall be mailed or sent via email to each member at least two (2) weeks prior thereto. No special membership meeting may be called by petition for the purpose of re-voting a measure acted upon at a previous membership meeting unless the petition contains a majority of the members present at the membership meeting in which the said measure was acted or voted on. The President and/or Treasurer shall report on the activities and financial condition of the Club at the annual meeting.

**SECTION 3. CHAIRMAN:** The President shall call meetings of the voting membership to order and shall act as Chairman of such meetings. In the absence of the President and Vice-President, the Board of Directors or the membership may appoint any member to act as Chairman. The Secretary of the Club or in his absence, any person appointed by the Chairman, will act as Secretary at all meetings of the membership.

**SECTION 4. ATTENDANCE:** At any annual or special meeting, only the Board of Directors, Officers, and voting members shall be allowed to attend. Voting members are limited to Premier Members.

**SECTION 5. QUORUM AND VOTING:** At any annual or special meeting of the membership, the voting members present in person shall constitute a quorum of the members for all purposes. At each meeting of the membership, only Premier Members who have been Club members for at least ninety (90) days and are in good standing shall be entitled to one (1) vote in person on all questions and on all elections coming before the meeting. Upon the demand of any member, the vote upon any question before the meeting shall be by ballot. There is only one (1) vote per family. Although spouses of the voting members are considered members solely for purposes of privileges of this Club, only one (1) member of any family may vote, there being only one (1). No member shall be allowed to vote at any membership meeting who has not paid in full any initiation fee or is in arrears thirty (30) days in the payment of his dues, assessments or whose name is posted for delinquency. Before every meeting of membership, the Secretary shall prepare a list of Premier Members not entitled to vote. Such list shall be open at the place of the meeting and subject to inspection of any member who may be present.

## **ARTICLE IV BOARD OF DIRECTORS**

**SECTION 1. GENERAL:** The operations of the Club shall be overseen by a Board of Directors elected by the voting membership. Only voting members in good standing shall serve on the Board of Directors. The Board of Directors shall consist of nine (9) directors.



**SECTION 2. TERM OF OFFICE AND ELECTION:** The Directors shall hold office for a term of five (5) years and until their successors shall be elected and qualified. No member of said Board shall succeed himself without re-election by the membership. Those persons elected to serve on the Board of Directors shall take office on the 1st day of February following their election and that their term of office shall expire on the 31st day of January, five (5) years following their election.

**SECTION 3. RETIRING PRESIDENT:** The retiring President of the Club, if his term as a Director expires at the same time, will serve as the ex-officio member of the Board of Directors for one (1) year.

**SECTION 4. VACANCIES:** Any vacancies on the Board of Directors created through death, resignation, or other cause, may be filled by affirmative vote of the majority of the remaining Directors. The successor so elected will hold office until the next annual meeting, at which time the membership shall elect a successor to serve for the remainder of the term.

**SECTION 5. REGULAR MEETINGS:** Regular board meetings shall be held monthly at the discretion of the President of the Board of Directors.

**SECTION 6. SPECIAL MEETINGS:** Special meetings of the Board of Directors shall be held at the call of the President, or when requested by one-third (1/3) of the Directors.

**SECTION 7. QUORUM AND VOTING:** A majority of the Board of Directors shall constitute a quorum for the transaction of business, but if at any meeting of the Board, there be less than a quorum present, a majority of those present may adjourn the meeting from time to time, until such time as a quorum shall be gathered. Each Director shall have one (1) vote. All decisions made and actions taken by the Board of Directors require a vote of not less than two-thirds (2/3) of the Quorum.

**SECTION 8. PROCEDURE:** At meetings of the Board of Directors, business shall be transacted in such order as the Board of Directors may determine by resolution. The President, or, in his absence, the Vice-President, or in the absence of both, a member of the Board of Directors selected by the members present, shall preside. In the absence of the Secretary, the presiding officer may designate any Board member present to act as Secretary.

**SECTION 9. ABSENCES:** Any Director who shall be absent two (2) consecutive Director's meetings, without an excuse acceptable to the Board of Directors, shall automatically be relieved of his office of Director, his office shall be declared vacant and the Board shall elect from the members a person to serve as Director until the next annual meeting of members. A notice shall be provided to the members that such action will be taken.

**SECTION 10. POWERS:** It shall be the duty of the Board of Directors to guide the purpose and objectives of the Club, subject to these By-Laws. The Board of Directors shall have complete control, supervision and management of the affairs of the Club and may exercise all such powers of the Club and do all such lawful acts and thing as are not by the Articles of

Incorporation, by Statute or by these By-Laws directed or required to be exercised or done by the members.

**SECTION 11. COMPENSATION:** Directors shall not receive any compensation for services rendered; however, they shall be reimbursed for all documented expenses approved by the Board of Directors.

## **ARTICLE V OFFICERS**

**SECTION 1. OFFICERS:** The officers of the Club shall be a President, a Vice-President, a Secretary, and a Treasurer. The Board of Directors, immediately after each annual meeting of the membership, shall elect the officers of the Club by ballot from the membership of the Board of Directors. The spouse of any member shall be eligible to hold an office in the Club.

**SECTION 2. PRESIDENT:** The President shall preside at all meetings of the Board of Directors and at all meetings of members. He shall have power to sign and execute all contracts and instruments of conveyance in the name of the Club, to sign checks, drafts, notes, and orders for payment of money. He shall have the power to appoint such committees as may be necessary with the approval of the Board of Directors, and with consultation of the committee chairman, to appoint members to the various committees, as it deems appropriate.

**SECTION 3. VICE-PRESIDENT:** The Vice-President shall have such powers and perform such duties as may be delegated to him by the Board of Directors. In the absence or disability of the President, the Vice-President may perform the duties and exercise the powers of the President.

**SECTION 4. SECRETARY:** The Secretary shall keep the Minutes of all meetings of the Board of Directors and of the membership; notify, or cause the manager to notify, all voting members of annual and special meetings; and handle other correspondence for the Board of Directors as required. The Secretary may sign, with the President, all contracts and instruments of conveyance when authorized by the Board of Directors and he shall have charge of all books, papers, and instruments of the Club as the Board of Directors may direct. His duties shall be those standard duties recognized as the duties of Secretary in any lawful organization.

**SECTION 5. TREASURER:** The Treasurer shall have custody of all funds and securities of the Club which may come into his hands and shall keep and maintain and exhibit at reasonable time the books and accounts of the Club. He should report to the Board of Directors as from time to time directed and shall keep in his custody all funds and securities of the Club. He shall endorse on behalf of the Club for collection, checks, notes, and other obligations and should deposit the same to the credit of the Club in such bank as the Board of Directors may designate. At each annual meeting of the membership, he shall render a full and complete statement of the finances of the Club for the preceding year and he shall give bond for the faithful discharge of these duties in such sum as the Board of Directors may require.

**SECTION 6. MANAGER:** The President, by and with the approval of the Board of Directors, may appoint a Manager to carry on the operation and maintenance of the Club and its property. The powers and duties of such Manager shall be such as may be determined by the Board of Directors.

**SECTION 7. BONDING:** All members of the Board of Directors as well as the General Manager shall be placed under bond for their protection as well as the protection of the membership.

## **ARTICLE VI GUEST PRIVILEGES**

**SECTION 1. NON-RESIDENTS OF FAULKNER COUNTY:** All members of Conway Country Club may invite any guests who are not members of the Club who may reside outside of Faulkner County to the Clubhouse and grounds.

**SECTION 2. RESIDENTS OF FAULKNER COUNTY:** No Club members shall invite or bring the same visitor or guest who is a resident of Faulkner County to enjoy the Golf Course, Swimming & Tennis facilities more often than THREE (3) DAYS WITHIN ANY CALENDAR YEAR. Newcomers to Faulkner County shall not be considered residents for the first ninety (90) days of their residence.

**SECTION 3. REGISTRATION OF GUESTS:** Members shall be required to register the names and addresses of their guests and visitors and their own names in a guest book provided for that purpose.

**SECTION 4. CHARGES:** Guests and visitors, in addition to charges for other privileges, upon the use thereof shall be charged a greens fee for the use of the golf course and an admission fee to the swimming pool or tennis courts, each to be determined from time to time by the Board of Directors.

**SECTION 5. RESPONSIBILITY:** Members introducing guests or visitors shall be responsible for all debts and obligations incurred by such guest or visitor.

**SECTION 6. MEMBERS OF OTHER CLUBS:** Courtesies of the Club may be extended to members of recognized Golf and Country Clubs in the sole discretion of the Board of Directors. Such visitors must be properly identified by card or introduced by a member of the Club.

**SECTION 7. STUDENTS:** Students attending local colleges will be considered residents of Faulkner County. However, the Board of Directors may authorize special fees and dues.

## **ARTICLE VII MISCELLANEOUS**

**SECTION 1. AMENDED BY-LAWS:** These amended By-Laws shall supersede upon their adoption the By-Laws heretofore in force.

**SECTION 2. AMENDMENTS:** Subject to the Board's right under Article II, Section 2 to amend the fees, dues and benefits of each class of membership as set forth on Exhibit A, these By-Laws may only be amended by a not less than a two-thirds (2/3) majority vote at any annual or special meeting of the voting membership. The text of the proposed amendments to be voted upon at any such meeting shall be sent to Club members at least two weeks in advance of the meeting.

**SECTION 3. LIABILITY OF CLUB:** The Club shall not be liable or responsible for the destruction or loss of or damage to the property of any member or of any guest of any member or visitor or other person using or enjoying the privileges of the Club.

**SECTION 4. STANDARD OF CARE:** All Directors, Officers, Members and others performing services for or on behalf of the Club, shall do so in good faith and in a manner they believe to be in the best interest of the Club, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use in similar circumstances.

**SECTION 5. INDEMNIFICATION:** The Club may indemnify any Member, Director or Officer against any expenses reasonably incurred by such individual in connection with or arising out of any action, suit or proceeding in which the individual may be involved by reason of said individual being or having been a Member, Director or Officer, whether or not said membership or office has continued at the time of incurring such expenses. This shall not be construed to authorize the Club to protect any Member, Director or Officer against any liability to which said person would otherwise be subject by reason of willful misfeasance, bad faith, gross negligence, or reckless disregard of the duties involved in the conduct of said duties or offices. The Club shall indemnify a Director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the Director was a party because he or she is or was a Director of the Club against reasonable expenses actually incurred by the Director in connection with the proceeding.

**SECTION 6. CONVENTIONS:** Upon application to the Board of Directors by a member of the Club, the privilege of extending the courtesies of the Club may be granted for the purpose of entertainment of conventions or business or civic organizations, provided that all usage of Club facilities shall be in accordance with the Club's status as an Internal Revenue Code Section 501(c)(7) organization. On such occasions, the privileges of the Club shall be extended to all regular delegates and members of said convention or meeting, unless such extension of privileges is limited by law, or by the Board of Directors.

**SECTION 7. COMPLAINTS:** It shall be the duty of the Board of Directors to investigate all signed complaints submitted to it in writing by members of the Club.

**SECTION 8. CONFLICTS OF INTEREST:** No Director, Officer, or Member shall participate in any vote on any subject in which he or she has a specific personal, professional, financial, or other conflict of interest.

**SECTION 9. DISSOLUTION OR LIQUIDATION:** Only voting members shall have rights to the property and assets of the Club in the event of dissolution or final liquidation of the Club. Any action taken upon dissolution or final liquidation shall be consistent with the non-profit status of the Club. A Special Meeting of the voting membership may be called for such purpose, at which time a proposal to dissolve or liquidate shall be the only business discussed. The affirmative vote of not less than 85% of the voting members in good standing present at this meeting shall be necessary for dissolution or liquidation.

**SECTION 10. RULES OF ORDER:** In all meetings of the membership, the Board of Directors and the Committees of the Club, Roberts' Rules of Procedure shall be followed.

**SECTION 11. PUBLICATION:** These amended By-Laws shall be mailed or sent via email to each voting member of the Club within one (1) month after their approval by the membership.

**ARTICLE VIII  
CERTIFICATION OF AMENDMENT**

We, the President and Secretary of the Club, certify that the above stated By-Laws were properly and legally adopted, and will be effective on this date, the 4th day of April, 2011.

**CONWAY COUNTRY CLUB, INC.**

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

**EXHIBIT A**  
**MEMBERSHIP**  
**FEES, DUES AND BENEFITS**  
**As of May 1, 2011**

<b>Membership Categories</b>	<b>Initiation Fees*</b>	<b>Monthly Dues*</b>	<b>Food &amp; Beverage Credit</b>	<b>Food &amp; Beverage Minimum</b>
Premier Golf	\$ 2,500	\$ 525	\$ 100	\$ 0
Premier Senior/Junior	\$ 2,000	\$ 425	\$ 100	\$ 0
Premier TOH (Non-Golf)	\$ 1,000	\$ 200	\$ 50	\$ 0
Regular/Corp/Clergy Golf	\$ 500	\$ 210	-	\$ 25
Regular Senior	\$ 400	\$ 170	-	\$ 25
Regular Junior	\$ 400	\$ 125	-	\$ 25
Regular TOH (Non-Golf)	\$ 200	\$ 100	-	\$ 25
Social	\$ 0	\$ 25	-	\$ 25
Non-Resident	\$ 0	\$ 100	-	\$ 25
Inactive	\$ 0	\$ 35	-	

\* All dues, fees and assessments include sales tax. Food and beverage charges do not include sales tax.

**PREMIER – GOLF, SENIOR AND JUNIOR MEMBERSHIPS**

Summary of benefits: All club privileges are extended to the member, spouse or significant other, and family members under the age of twenty-four living with member, including the following:

- Full usage of the golf course, clubhouse, dining, tennis and pool facilities
- Unlimited range balls
- Special event pricing
- Full locker
- Unlimited cart rental or trail fees
- Preferred cart storage
- GHIN Handicap fees
- Three complimentary guest greens fee per month (not to be used for the same guest more than once within a month)
- 10% discount on food and beverage
- 20% discount on Pro-shop merchandise
- Entertainment fund
- Christmas fund
- Meeting and event space use with no rental fees

**PREMIER – TOH MEMBERSHIPS**

Summary of benefits: All club privileges are extended to the member, spouse or significant other, and family members under the age of twenty-four living with member, including the following:

- Full usage of the clubhouse, dining, tennis and pool facilities
- Use of golf course up to two times monthly for greens fees
- Special event pricing
- 10% discount on food and beverage
- 20% discount on Pro-shop merchandise
- Entertainment fund
- Christmas fund
- Meeting and event space use with no rental fees

**REGULAR—GOLF (INCLUDING CORPORATE & CLERGY), SENIOR AND JUNIOR MEMBERSHIPS**

Summary of benefits: Club privileges are extended to the member, spouse or significant other, and family members under the age of twenty-four living with member, including the following:

- Access to Club activities and the golf course, clubhouse, dining, tennis and pool facilities
- Unlimited golf with no greens fees
- Access to member social events
- Access to member tournaments and leagues at an additional fee

**REGULAR—TOH MEMBERSHIPS**

Summary of benefits: Club privileges are extended to the member, spouse or significant other, and family members under the age of twenty-four living with member, including the following:

- Access to Club activities and the clubhouse, dining, tennis and pool facilities
- Access to member social events

**SOCIAL MEMBERSHIPS**

Summary of benefits: Club privileges are extended to the member, spouse or significant other, and family members under the age of twenty-four living with member, including the following:

- Access to Club activities and the clubhouse and dining
- Access to member social events

**NON-RESIDENT MEMBERSHIPS**

Summary of benefits: Club privileges are extended to the member, spouse or significant other, and family members under the age of twenty-four living with member, including the following:

- Access to Club activities and the golf course, clubhouse, dining, tennis and pool facilities

- Unlimited golf with no greens fees
- Access to member social events
- Access to member tournaments and leagues at an additional fee