

**AMENDED AND RESTATED BY-LAWS OF THE FAIRWAY FARMS SWIM AND TENNIS CLUB
AS OF AUGUST 27, 2018**

ARTICLE I

NAME

The name of this Corporation shall be the FAIRWAY FARMS SWIM AND TENNIS CLUB, hereinafter referred to as the "CLUB".

ARTICLE II

PURPOSE

The purpose for which the Club is formed is to operate a swimming pool and other recreational and social facilities, in the City of Livonia, State of Michigan, for the benefit of the Members, and to sell memberships in the Club to residents of Livonia and bordering communities. For purposes of this Article, the term "bordering communities" shall mean those cities and townships that touch any border of Livonia (including those cities within a township touching any border of Livonia). The exact number of Members in the Club who are not Livonia residents shall be determined from time to time by the Board of Directors.

However, in no case shall the total number of Members who are not Livonia residents ever exceed forty percent (40%) of the total membership at any one time. This limitation shall not, however, affect the status of any Member in the Club who is not a Livonia resident once that Member is admitted to the Club unless that Member moves out of a bordering community. In determining the exact number of Members in the Club who are not Livonia residents, the Board of Directors shall give full consideration to the number of Livonia residents waiting for membership in the Club and shall give those Livonia residents such preference over other applicants from bordering communities that the Board of Directors shall consider appropriate.

ARTICLE III

GOVERNMENT

Section 1

The Club shall be managed by a Board of Directors of at least four (4) and no more than thirteen (13) in number, the exact number of which shall be determined by the Board of Directors from time to time. In addition to this number, the Manager of the Pool shall be an Advisory Director and shall be entitled to all the rights and privileges of that position except, the Manager shall not be entitled to vote nor shall his presence at any meeting of the Board of Directors count towards establishing a required quorum.

Section 2

At each annual meeting of the Active Members of the Club, the Vice President and alternatively, one-half of the other directors shall be elected each year from among the Active members. The President and Vice President shall each serve a term of one year and all the other Directors shall serve for a term of two years (except as otherwise provided in Article VIII, Section 6) and until their successors have been chosen. The two Swim Team Coordinator positions shall be elected together and shall serve a term of two years in 2019 and 2020. The next Swim Team Coordinator term shall be for three years in 2021, 2022 and 2023 and shall continue to alternate on two year then three year terms. Any person elected to the Board of Directors for a particular office or committee shall not be entitled to serve a successive term for the same office or committee unless such person was elected to fill a vacancy in such office or committee or no one else in standing for election to such office or committee and the Board of Directors asks such person to serve again, in which case, such person can serve a successive term.

Section 3

Any Member of the Board of Directors who shall cease to hold Active Membership in the Club automatically shall cease to be a Member of the Board of Directors. Except as otherwise provided in Article VIII, Section 6, vacancies in the Board of Directors shall be appointed by the remaining Members of the Board, though less than a quorum,

and each person so appointed shall be a Director until his successor is elected by the Members at the next annual meeting.

ARTICLE IV

BOARD OF DIRECTORS

Section 1

The Board of Directors shall consist of a President, a Vice-President, a Secretary, and a Treasurer and such other representatives and chairpersons of committees, as the Board of Directors shall deem appropriate.

Section 2

The Board of Directors shall transact all Club business and shall have the authority to make and amend rules and regulations for the operation of Club and the Club's facilities. It may appoint and remove such clerks, agents; servants or employees as it may deem necessary and may fix their duties and compensation. The Board may constitute and appoint committees and define the powers and duties of the same.

Section 3

The Board of Directors shall designate the bank or banks in which the funds of the Club shall be deposited and determine the manner in which checks, drafts and other instruments for the payment of funds of the Club shall be executed.

Section 4

Any Member of the Board of Directors may be removed from office by the Members of the Club at a Special Meeting called in accordance with these By-Laws.

Section 5

The Board of Directors shall cause the books of the Club to be reviewed and prepared annually by Certified Public Accountants, selected by the Board, who shall neither be Members of the Board of Directors nor officers of the Club, and the report of the accountants shall be available to the Members upon request.

Section 6

The Board of Directors shall meet at least once a month during the months of January, February, March, April, May, June, July, August, September and October and at such other times, as it may deem appropriate. The Board shall be presided over by the President; in his absence the Board shall be presided over by the Vice-President. A majority of the Members of the Board present in person shall constitute a quorum. Voting members of the Board of Directors shall consist of the President, Vice President, Treasurer, Secretary, Membership and one representative from Building and Grounds, Social, Concessions and Swim Team. Members of such committees must reach a consensus or that committee will abstain from the vote. A majority vote of the Board Members present at a properly constituted meeting shall be required to carry a resolution or motion. Special meetings may be called by the President and shall be called by the Secretary upon the request of two (2) Members of the Board.

Section 7

In the event a question before the Board of Directors results in a tie vote, which cannot be resolved, the question may then be submitted to the membership for decision.

Section 8

The Board of Directors shall have the power to make such expenditures from available cash, as it considers appropriate. The Board of Directors shall not however, have the power to borrow any sum of money or mortgage any assets of the Club with or without collateral security, without first obtaining the approval of the Members of the Club as provided in these By-Laws.

Section 9

The Board of Directors shall have the power to enter into contracts for and on behalf of the Club and to designate one or more Members to sign any such contract.

Section 10

All current members of the Board of Directors shall have unlimited guest passes during their term.

Section 11

In consideration of service to the club, outgoing Board Members who have served a two year term and have attended 80% of the scheduled Board meetings during their term, shall receive complimentary membership dues the year following their two year term. The past Board Member shall be responsible for the Capital Assessment Fee. The Swim Team Coordinators who are serving on a three year term shall receive complimentary membership dues following the first two years of their term provided they attend 80% of the meetings during the first two years. The Swim Team Coordinators shall also receive complimentary membership dues after serving as coordinators during the season which Fairway Farms hosts League Meet and provided they attend 80% of the meetings during that season. They shall also be responsible for the Capital Assessment Fee. No other compensation shall be received by any Board Members.

ARTICLE V

OFFICERS

Section 1

The President shall preside at all meetings of the Club and of the Board of Directors. He shall be the administrative officer of the Club. He shall appoint, subject to confirmation by the Board of Directors special committees. He shall be, ex-officio, a Member of all committees.

Section 2

The Vice-President, in the absence or temporary disability of the President, shall act in the President's stead. The Vice President shall under the direction of the President, attend to the business and financial operations of the Club and shall be, ex-officio, a Member of all committees. After serving one year as Vice President, the Vice President shall serve as President for the following year. If the Vice President is then unable or unwilling to assume the office of President, a President shall be elected by the Members of the Club in the manner prescribed by the By-Laws.

Section 3

The Secretary or designate, shall send out the notices of the meetings of the Club and of the Board of Directors; keep the Minutes; mail any Club newsletter and the dues notices; and attend to the correspondence pertaining to such office. The Secretary shall perform such other duties pertaining to the office as may be asked by the Board of Directors.

Section 4

The Treasurer shall attend to keeping the accounts of the Club, collecting its revenues, and paying its bills as approved by the Board of Directors or other agency authorized by the Board to incur them. The Treasurer shall deposit funds of the Club received by the Treasurer, in the name of the Club in such depository as may be authorized by the Board. The Treasurer shall perform such other duties pertaining to his office as may be asked by the Board.

Section 5

In the event of the death, resignation or incapacity of any of the Club officers, the Board of Directors shall select a successor who shall serve out such unexpired term.

ARTICLE VI

MEMBERSHIP

Section 1

The Membership of the Club shall be of two (2) classes, Active and Associate. Active memberships shall be limited to a maximum of three hundred and thirty (330) . Associate memberships shall be limited to a number determined by the Board of Directors from time to time in its discretion.

Section 2

An Active Member shall consist of those persons, not to exceed two (2), holding a Certificate of Membership and their unmarried children residing in their home. Proof of residency for unmarried adult children may be requested by the Membership Chair. No Certificate of Membership shall be issued in more than one name except when issued in the joint names of husband and wife. The Certificate shall provide for a right of survivorship.

Section 3

An Associate Member is defined as a relative or other person associated with an Active Member (Mother, Father, Stepdaughter, Stepson, Nephew, Niece, Grandchild, etc), as approved by the Board of Directors in its sole and unfettered discretion. The terms and conditions of any Associate membership (including the amount of dues and fees payable for such membership and the term of such membership) shall be determined by the Board of Directors. An Associate membership may not be sold, assigned or transferred.

Section 4

Any Member of any class may, for cause and after having been given an opportunity for a hearing, be suspended or have their membership bond revoked. A suspension shall not be for a period exceeding three months and during a suspension there shall be no refund of club dues. A revocation shall be immediately effective and the membership shall be sold in accordance with these By-Laws after which the bond and any dues to be refunded under Article VII(e)(f) shall be paid to the Member. A suspension or revocation shall require a two-thirds (2/3) vote of the Members of the Board of Directors present at any meeting thereof. Cause of suspension shall, in general, consist of violation of these By-Laws or of the rules or regulations of the club, or seriously objectionable or offensive conduct. Revocation of a Membership shall be for repeated offenders or for extraordinarily objectionable and offensive conduct.

Section 5

The Board of Directors has the power to suspend Club privileges for the violation of Club rules and regulations. A report of Club violations containing reasons therefore, shall be submitted to the President within 24 hours. The Board of Directors may delegate to the Manager or Assistant Manager of the Club the power to suspend Club privileges of Members under 18 years of age provided such suspension does not exceed seven (7) days. Suspension for more than one day will require notification of the President, Vice-President or other Board Member.

Section 6

- (a) All Members of the Club shall be accorded the facilities of the Club subject to its rules and regulations.
- (b) The Board of Directors shall by rule, fix the terms and conditions upon which guests of Members may use the facilities of the Club.
- (c) Any property of the Club broken or damaged by a Member of any class, or his guest, shall be promptly paid for by the responsible Member. No person shall take any article belonging to the Club without written permission of a person designated by the Club.
- (d) The Club assumes no responsibility and Members or their guests can have no claim against the Club, for property of Members of any class, or any guest, which may be brought into or left in" the Club buildings, or on the grounds.

ARTICLE VII

DUES AND FEES AND MEMBERSHIP CERTIFICATES

Section 1

a) The annual dues of Fairway Farms are \$500. These dues, along with the capital assessment fee as described in Article VII, Section 1(g) are due by March 15 of each year. A member may also pay dues in monthly installments of \$180.00 each, with the first installment being due on March 1. The member who wishes to pay in monthly installments shall submit three checks payable to Fairway Farms, dated March 1, April 1 and May 1, and submit all three checks prior to March 1. The club will hold these three checks and present them to the bank for payment after the check dates. The member may either submit a fourth check dated March 15 for the capital assessment, or may add the capital assessment to the first check dated March 1. No installment payments will be accepted without the capital assessment check. Under either option, the envelope must be postmarked by the due date in order to avoid late fees.

(b) At the beginning of each year the Board of Directors shall establish dues and fees for each class of membership for the ensuing year. However, without the approval of the membership, the Board of Directors may not increase the dues and fees for any year by more than 10% from the immediately preceding year and in any case by more than 25% in the aggregate in any 5 year period.

(c) Dues and fees shall be sufficient to provide for the necessary operating expenses of the Club and the proper maintenance and improvement of its property, and such dues and fees shall be payable by such date as the Board of Directors shall determine (the "Due Date").

Any member who does not submit payment as described in section 1(a) or other indebtedness shall be subject to a 15% penalty of such delinquent amount and the same shall become immediately due and payable. Until such time as all such fees, dues, indebtedness, and penalties are "paid in full," the Member shall be denied use of all Club facilities for that year's season. Under no circumstances shall a member that is not "paid in full" be admitted to the club or participate in club activities.

(d) Any special assessment proposed by the Board of Directors for any purpose shall require the vote of the Active Members at an Annual or Special Meeting called for that purpose.

(e) No dues or fees or any part thereof shall be refunded in the event pool operations are required to be suspended for any period. In the event of a sale or transfer of membership subsequent to the due date of any year, that year's dues and fees will be refunded on the basis of the proportion of dues and fees that the new member must pay to the Club pursuant to Article VII(1)(f).

(f) Any person acquiring membership after the due date of any year shall pay Dues and Fees for that year on the following basis:

- Due Date through June 15 = 100% of Dues and Fees
- June 16- June 30 = 80% of Dues and Fees
- July 1- July 15 = 60% of Dues and Fees
- July 16- July 31= 40% of Dues and Fees
- August 1 - August 15 20% of Dues and Fees
- August 16 through close of club for the season- no Dues or Fees required.

Provided that the total amount of Dues and Fees paid by the former Member and the new Member shall not exceed the total amount of Dues and Fees payable to the club for the year for each membership.

(g) A Capital Improvement Fee of seventy five dollars (\$75.00) is to be paid by each member in cash or other conditions as established from time to time by the Board of Directors as pursuant to the vote of the members at the General Membership meeting held in 2006 and continuing on a yearly basis until amended as outlined in this Article. The Capital Improvement Fee will be used toward pool renovations and other improvements or repairs necessary to function as voted by the Board of Directors.

Section 2

Candidates for Active membership in the Club may be required to pay a nonrefundable application fee upon making application for membership. Moreover all applicants for Active and Associate Membership in the Club shall be required to pay a non-refundable initiation fee upon being granted membership. Notwithstanding the provisions of Article VII Section I (a) to the contrary, the amount of the application fee, if any, and the amount of the initiation fee shall be determined by the Board of Directors from time to time provided however, the amount of the initiation fee shall not exceed \$50.00.

Section 3

As a condition to Active Membership, a Certificate of Membership shall be purchased. All such Certificates shall be sold for the sum of \$650.00 cash. Initiation fees, dues and other fees shall be in addition to the cost of the Certificate of Membership.

Section 4

(a) If an Active Member desires to sell, assign, transfer or in any manner, dispose of a Certificate of Membership, such Member must first offer to sell the Certificate to the Club in writing. The Club shall then have thirty (30) days within which to accept the offer. Such Member may withdraw said offer at any time before the Club accepts the offer by providing the Club with written notice thereof. If the Club accepts the offer, it shall provide notice thereof to such Member and Within 30 days of such notice, the Club shall tender the agreed upon sum to such Member whereupon; the Certificate of Membership shall be surrendered to the Club.

(b) If the Club fails to accept any such offer to sell within thirty (30) days of receipt of such offer or the Club, having duly accepted the offer, fails to tender the repurchase price within thirty (30) days after notifying such Member of its acceptance, then in either such event, the restrictions on the sale of that particular Certificate of Membership shall terminate and the holder of the Certificate shall be free to sell or transfer the Certificate upon the open market to any other person who is eligible for Active membership Linder these By-Laws and who shall pay the required initiation fee and dues.

(c) If the Active Member proposes to sell or lease such Member's residence, and desires the purchaser or lessee to have the first opportunity to acquire such Member's Certificate of Membership, then in that event, such Member's offer to sell the Certificate to the Club shall include a statement to this effect along with the name and address of the person purchasing or leasing the residence, and in such event, if the Club repurchases the Certificate of Membership, it shall offer such membership to the person purchasing or leasing such residence, for the sum of \$650.00. Such person shall then have thirty (30) days to accept such offer. If such person accepts the offer, such person shall deliver written notice thereof to the Club and within 10 days of such notice, tender the sum of \$650.00 to the Club and the required initiation fees and dues. If such person fails to accept such offer and pay the required sums, the Club shall be free to sell such membership to any eligible applicant.

(d) The Board of Directors may limit the periods of time during the year Certificates of Membership may be sold, assigned, transferred or otherwise disposed of. Moreover, in lieu of the Club purchasing any Certificate of Membership under this Article VII, the Board of Directors may require such Certificate be sold by the holder thereof directly to an applicant for membership designated by the Club. In such an event, such applicant shall pay such holder the sum of \$650.00 whereupon, the holder shall surrender such Certificate to the Club and such applicant shall pay the required initiation fee and dues and other fees.

(e) If for any reason, a Certificate of Membership is not or cannot be tendered by any Member upon the sale, assignment, transfer, or other disposition thereof, the Club shall cancel such Certificate on its books and records and issue a replacement Certificate in which case, the date of such sale, assignment, transfer, or other disposition shall be deemed to be the date upon which the purchase price therefore is made available to the seller or transferor thereof.

Section 5

All membership applications and transfers shall be subject to the approval of the Board of Directors or one of its Members designated by the Board for that purpose.

Section 6

Membership Certificates shall be transferable only on the books of the Club. All Certificates transferred in accordance with these By-Laws shall be tendered to the Secretary or any other designated person for cancellation and reissuance in the name of the transferee. For purposes of establishing an effective date, the transfer is deemed to take effect as of the date the Certificate is delivered to the Membership Chairperson or such other person.

Section 7

Upon dissolution of the Club, the assets of the Club shall be applied and distributed as:

(a) First, all liabilities and obligations of the Club shall be paid and discharged or adequate provision shall be made therefore.

(b) Then, the remaining assets of the Club shall be liquidated and the proceeds thereof shall be distributed to the Active Members pro rata. The Active Members shall be entitled to a pro rata distribution of the assets of the Club after payment of all debts and liquidation of all liabilities. Associate Members shall not share in any distribution and liquidation of assets.

Section 8

The Club shall have a lien upon and charge against a Member's Certificate of Membership for any and all unpaid fees, dues and other indebtedness owing to the Club by Member. The lien may be enforced by cancellation and sale of the Membership at such time as amounts remain unpaid as of May 1. In the event the Club is unable to obtain possession of the Certificate, it may be canceled upon the books of the Club, the membership may be sold, and a new Certificate issued to the purchaser thereof. In the event of the enforcement of a lien as herein provided, neither the signature of the holder nor delivery of the Certificate shall be required to perfect the transfer, and the Membership Chairperson of the Club is authorized as attorney of the holder of the Certificate, to make such transfer. In the event that the lien is satisfied by a cancellation and resale of the membership, the Club shall account to and pay over to the delinquent Member, the excess of the resale price over the indebtedness. Every Certificate of Membership issued is expressly subject to the provisions of this section.

Section 9

All fees and other charges mentioned herein are exclusive of all taxes imposed by State, Federal and other Government bodies and agencies.

Section 10

In the event that a membership certificate is held by a husband and a wife jointly, and that marriage is terminated by divorce, only one spouse may continue the membership and the Board of Directors will issue a new membership certificate in the name agreed to by the parties or as adjudged by a court of law upon receipt of a notarized letter to that effect.

ARTICLE VIII

MEMBERSHIP MEETINGS

Section 1

(a) The Annual Meeting of the Club shall be held each calendar year on a date and at such place and time as the Board of Directors may determine.

(b) The Annual Meeting shall be for the purpose of electing Directors, presenting committee reports, and for the transaction of such other business as may be indicated in the notice.

Section 2

Special Meetings of the Club may be called by the Board of Directors. Also, upon the written request of sixty (60) Members to the Secretary, stating the purpose therefore, a Special Meeting shall be called by the Secretary within thirty (30) days.

Section 3

(a) Written notice of the Annual Meeting must be given to all Active Members not less than ten (10) days nor more than sixty (60) days prior to the date of the Meeting. Notice of the Annual Meeting shall indicate the number of Directors to be elected and the names of any Members known to the Board of Directors to be standing for election.

(b) Written notice of any Special Meeting must be given to all Active Members not less than ten (10) days nor more than sixty (60) days prior to any Special Meeting. Notice of any Special Meeting shall state the purposes for which the Special Meeting is called, and no other business shall be transacted thereat.

Section 4

Only Active Members shall be entitled to vote at meetings of the Club. Each Active membership shall be entitled to one vote. In cases where a Membership is in the name of more than one person, either, but not both, of such persons may vote. Voting may be in person, by proxy, by written ballot or by voice, but if by voice, ten (10) Members shall have the right to demand voting by roll call or in writing.

Section 5

Ten (10%) percent of the Active Members, present in person or by proxy at a meeting of the Club shall constitute a quorum. A majority vote of the Active Members present in person or by proxy at a constituted meeting shall be sufficient to carry a resolution or a motion.

Section 6

Candidates for election to the Board of Directors as a specific officer, representative or committee chairperson, shall stand for election as such and the candidate receiving a majority of the votes cast by Members entitled to vote thereon shall be so elected to such position. In the case of a tie, a second vote shall be taken. If a tie shall result from the second vote, a majority vote of the Board of Directors present in person at the meeting shall determine the winner and the first runner-up shall serve as an alternate in case the winner shall later resign or be removed during the term of office. Candidates for election to the Board of Directors at-large, shall all stand for election together. Directors for such at-large positions shall be elected by a plurality of the votes cast by Members entitled to vote thereon.

Section 7

A General Information Meeting may be held on a date and at such place and time as the board of Directors may determine. Written notice of a General Information Meeting must be given to all Active Members not less than ten (10) days nor more than sixty (60) days prior to any General Information Meeting. The purpose of the General Information Meeting may be to present the Budget for the Club for the ensuing year which the Board of Directors has approved and such other information as the Board may determine is appropriate for the general information of the membership. No quorum is required to constitute a General Information Meeting and no action may be taken thereat on a resolution, motion or any other matter.

Section 8

The Board of Directors may from time to time, adopt and prescribe reasonable procedures regarding the nomination and election of candidates to the Board of Directors, the submission of any matter to the vote of the membership, and the conducting of all Meetings of the Club. Roberts Rules of Order will prevail at all Meetings of the Club.

ARTICLE IX

COMMITTEES

Section 1

(a) The standing committees shall be Buildings and Grounds, Social, Membership, Concessions and Swim Team.

(b) The duties and powers assigned in these By-Laws to the standing committees shall be subject to the authority and modification of the Board of Directors. No Committee shall expend funds without prior appropriation by the Board of Directors.

Section 2

The Buildings and Grounds Committee shall exercise supervision over the Pool/Buildings and Grounds; shall attend to the improvement and maintenance of the Pool/Buildings and Grounds and its operating equipment; shall have the authority thereover; and shall see that the rules and regulations of the Club relating to the Pool/ Buildings and Grounds are enforced.

Section 3

The Social Committee shall plan and supervise all parties and social functions for the Club.

Section 4

The Membership Committee shall exercise supervision over the inquiries, applications, approval, admittance and termination of all memberships in the Club; shall adopt and prescribe such procedures, as it deems appropriate for the orderly operation thereof; and shall collect all monies from new Members and remit the same to the Club.

Section 5

The Concessions Committee shall exercise supervision over the operation of the Concession area; shall have authority thereover; and shall procure the needed supplies and concessions.

Section 6

Such temporary committees as deemed necessary may be appointed by the Board of Directors and they shall terminate when the purpose of their formation has been fulfilled.

ARTICLE X

INDEMNIFICATION: MISCELLANEOUS

Section 1

(a) Unless otherwise provided by law, the Club shall indemnify a person who was or is a party or is threatened to be made a party to a threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, other than an action by or in the right of the Club, by reason of the fact that he or she is or was a director, officer, or employee of the Club, or is or was serving at the request of the Club as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint Venture, trust, or other enterprise, whether for profit or not, including attorneys' fees, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit or proceeding, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Club or its Members, and with respect to a criminal action or proceeding, if the person had no reasonable cause to believe his or her conduct was unlawful.

The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be or not opposed to the best interests of the Club or its Members, and with respect to a criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(b) Unless otherwise provided by law, the Club shall indemnify any person who was or is a party to or is threatened to be made a party to a threatened, pending, or completed action or suit by or in the right of the Club to procure a judgment in its favor or by reason of the fact that he or she is or was a director, officer, or employee of the Club, or is or was serving at the request of the Club as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not, against expenses, including attorneys' fees, and amounts paid in settlement actually and reasonably incurred by the person in connection with the action or suit, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Club or its Members. However, indemnification shall not be made for a claim, issue, or matter in which the person has been found liable to the Club unless and only to the extent that the court in which the action or suit was brought has determined upon application that despite the adjudication of liability, but in view of all circumstances of the case, the person is fairly and reasonably entitled to indemnification for expenses which the court considers proper.

Section 2

These By-Laws may be amended by a vote of the Active Members at any Meeting of the Club.

Section 3

Notwithstanding any provisions of these By-Laws to the contrary, no part of the net earnings of this club shall inure to the benefit of any member. An Active or Associate Member may be given consideration if he or she has proper background, training, thorough knowledge and applies for such position(s): (1) Fitness Instructor; (2) Diving

Instructor; (3) Tennis Instructor; (4) Swim Coach, (5) Lifeguard or (6) Concession worker. Said position shall not be filled by a Board Member in his/her current term. Each position is considered "Contract" not "Ongoing". Each position will be reconsidered on an annual basis.

Date Section Comment

June 2018 Article III, Section 2; Article IV, Section 11; Article VI, Section 2; Article VII, Section 1(a), Section 1(e), Section 1(f), Section 8

Feb 2017 Article VII, Section 1A Amended Membership Dues fee per Board Member Vote

Sep 2016 Article VI, Section 4 Amended per Aug 2016 General Member Approval Vote

Feb 2016 Article X, Section 3 Amended per Aug 2015 General Member Approval Vote

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