

WATERLEFE MARINA CLUB, INC.

BYLAWS

BYLAWS OF WATERLEFE MARINA CLUB, INC.

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ARTICLE I DEFINITIONS

The following terms when used in these Bylaws have the meanings indicated below:

“Association” means Waterlefe Master Property Owners’ Association, Inc., a Florida corporation not-for-profit.

“BCG” means Bay Colony Gateway, Inc., a Delaware corporation.

“Board of Directors” means the governing body of the Club.

“Bylaws” means these Bylaws, as the same may be amended from time to time.

“Club” means Waterlefe Marina Club, Inc., a Florida corporation not-for-profit, d/b/a Waterlefe Marina Club.

“Club Facilities” means the Club’s marina and other related facilities.

“Club Transfer Agreement” means that Club Transfer Agreement between BCG and the Club pursuant to which BCG agrees to transfer and convey the Club Facilities to the Club.

“Fiscal Year” means a 12-month period beginning January 1 and ending December 31.

“Member” means the holder of an equity membership in the Club.

“Membership” means an equity Membership in the Club entitling the member to vote on matters submitted for the vote of the members, as more particularly described in the Membership Documents.

“Membership Documents” means the Waterlefe Marina Club Membership Plan and its exhibits, as the same may be amended from time to time.

“Membership Year” means the 12-month period designated by the Club from time to time as being the Club’s membership year.

“Transfer Date” means a date designated by BCG that is the earlier of:

(a) not later than the thirtieth (30th) day after the initial sale by BCG of all 59 Memberships in the Club (or if such date is a Saturday, Sunday or legal holiday, the next succeeding regular business day); or

(b) any earlier date determined by BCG, in its sole discretion.

Any capitalized terms not defined herein will have the meaning ascribed to them in the Club Transfer Agreement, and if not defined therein, in the other Membership Documents.

**ARTICLE II
PURPOSE AND DURATION OF CLUB**

The nature and purpose of Waterlefe Marina Club, Inc. is to own and operate a private marina for the recreation, pleasure and benefit of its Members and their families and guests. The period of duration of the Club is perpetual.

**ARTICLE III
CLUB EMBLEM**

The emblem of the Club will be of a style and design approved by the Board of Directors.

**ARTICLE IV
MEMBERS MEETINGS**

1. ANNUAL MEETING

An annual meeting of the Members of the Club will be held for the purposes of receiving reports of officers and others, to elect Directors and for such other business as may be properly brought before the meeting.

2. DATE AND PLACE OF ANNUAL MEETING

The first annual meeting of the Members will be held within one (1) year after the Transfer Date, unless otherwise required by applicable law. Each annual meeting will be held at the time and place in the State of Florida designated by the Board of Directors.

3. SPECIAL MEETING

Special meetings of the Members may be called by the President, a majority of the members of the Board of Directors or, after the Transfer Date, by the written request of Members holding 25% or more of the votes then entitled to be cast. A request for a special meeting will be submitted to the President who will call a special meeting within 30 days of the date of receipt of the request. Notices of any special meeting must contain a statement of the purpose for which the special meeting is called and no other business may be transacted at the meeting.

4. NOTICES

The Secretary will give at least ten, but not more than 60, days prior notice, by mail, to all Members of the Club, stating the place, day and hour of the meeting, and in the case of a special meeting, the purpose or purposes for which the special meeting is called. Notice will be deemed given to a member when deposited in the United States mail or overnight service (such as Fed Ex, UPS or DHL) in a sealed envelope addressed to the address for such Member recorded in the Club's records, with postage thereon or in the case of overnight delivery service, the Club's billing account information thereon or with payment of the delivery fee. If permitted by law, notice of any regular or special meeting of the Members may be given electronically.

5. QUORUM

The presence, either in person or by proxy, of Members holding a majority of the votes then entitled to be cast will constitute a quorum at any meeting of the Members.

6. PROXIES

The Board of Directors will determine the form and procedure for the use of proxies.

7. VOTING PERCENTAGE

A majority of the votes cast by the Members in person or by proxy at any duly called annual or special meeting of the members of the Club at which a quorum of the Members is present, either in person or by proxy, is necessary for passage of any motion or approval of any action, except as otherwise expressly provided herein. All references in the Membership Documents to “majority vote of Members” means the percentage set forth in this section.

8. ACTION WITHOUT MEETINGS

Action may be taken by the Members of the Club only at a properly called and noticed annual or special meeting of the Members. Action may not be taken by the written consent of the Members in lieu of such annual or special meeting. Notwithstanding the foregoing, in the event the Board of Directors desires to poll the membership on a matter that does not require a vote of the membership, such poll may be done by mail provided that the polling materials set forth in reasonable detail the subject of the poll.

9. ELECTRONIC VOTING

The Board of Directors may, in the case of any matter upon which the Members are to vote, permit the Members to vote electronically, if permitted by law. The Board will establish the procedures for voting electronically, consistent with the provisions of applicable law, if any, and will advise the Members of such procedures prior to the vote. Votes cast electronically will be counted for the purposes of establishing a quorum for the meeting in question.

10. FIXING OF RECORD DATE

For the purpose of determining the Members entitled to notice of or to vote at any meeting of the Members, or in order to make a determination of the Members for any other proper purpose, the Board of Directors of the Club may fix in advance a date as the record date for any such determination of the Members, such date in any case to be no more than 60 days, and not less than ten days, before the date of such meeting. If no record date is fixed for the determination of the Members entitled to notice of, or to vote at, a meeting of the Members, the business day before the date on which notice of the meeting is mailed will be the record date for such determination of the Members. When determination of the Members entitled to vote at any meeting of the members has been made, such determination will apply to any adjournment of the meeting.

**ARTICLE V
BOARD OF DIRECTORS**

1. NUMBER AND QUALIFICATIONS

- a. The Club will be governed by a Board of Directors in accordance with the Bylaws. The Board of Directors will be responsible for the government and administration of the affairs and property of the Club, set dues and charges for Members, establish rules and regulations and, in general, control the management and affairs of the Club, except as otherwise provided herein. The Board of Directors may not, however, operate the Club in contravention of the terms and conditions of the Membership Documents.
- b. Prior to the Transfer Date, the Board of Directors will consist of three (3) people designated by BCG, at least one of whom will be a Member.
- c. On the Transfer Date, the non-Member Board members appointed by BCG will resign and be replaced by vote of the Members, so that the composition of the Board of Directors after the Transfer Date will be three (3) Members, selected by the Members.

2. TERM AND ELECTION OF BOARD OF DIRECTORS

- a. At the first Annual Meeting of Members after the Transfer Date, the Members will elect three (3) members to serve as the Board of Governors of the Club. The nominee receiving the highest number of votes will be elected for a term of three (3) years commencing on the date of the first Annual Meeting, the nominee receiving the next highest number of votes will be elected for a term of two years commencing on the date of the first Annual Meeting, and the third nominee will be elected for a term of one (1) year commencing on the date of the first Annual Meeting. Each year after the first Annual Meeting, the Members will elect a Director to succeed the Director whose term is expiring, who will serve for a term of three (3) years.
- b. Prior to the Transfer, the Board of Directors will consist of at least one Member; and after the Transfer Date, all Directors will be Members.

3. ELECTIONS

- a. There will be no cumulative voting and no preemptive rights.
- b. Voting will be either in person or by proxy.

4. NOMINATING COMMITTEE

- a. The Nominating Committee will be appointed by the President. Unless specifically requested by a majority of the Board of Directors, the Nominating Committee will not nominate candidates to fill any vacancies occurring by reason

of death, resignation or otherwise, for any unexpired term. There will be no Nominating Committee for Directors who are appointed by BCG.

- b. The Nominating Committee will recommend, at least 60 days prior to the members' annual meeting, the names of the Member(s) selected by a majority vote of the Nominating Committee to be submitted to the Members of the Club at any annual meeting at which an election to the Board of Directors is held. The Nominating Committee may nominate one or more nominees for each vacant seat, in its discretion.
- c. The provisions regarding nominations of candidates do not apply to directors designated by BCG.

5. REMOVAL OF DIRECTORS

After the Transfer Date, a Director may be removed by the Members at a meeting called for the purpose of removing the Director. The notice of the meeting will state that one of the purposes of the meeting is to remove the Director. The vote required for removal of a Director is a majority of the votes cast by the Members of the Club (whether or not present in person or by proxy at the meeting).

6. DECISIONS BY BOARD OF DIRECTORS

All decisions of the Board of Directors will be decided by a simple majority of a quorum of the Board of Directors.

ARTICLE VI MEETINGS OF BOARD OF DIRECTORS

1. ANNUAL MEETING

Each year the Board of Directors will hold its annual meeting to elect officers and to consider any other matters that may be properly brought before the meeting. After the Transfer Date, the annual meeting of the Board of Directors will be held within ten (10) days after the annual meeting of the Members.

2. QUORUM

A majority of the Board of Directors will constitute a quorum at any meeting for the transaction of business.

3. REGULAR MEETINGS

The Board of Directors will have a minimum of four (4) regular meetings in each year at such times as the Board of Directors determines.

4. SPECIAL MEETINGS

Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place as the place for holding any special meeting of the Board of Directors called by them.

5. NOTICE

Notice of any regular or special meeting of the Board of Directors will be given at least two (2) days prior thereto by written notice to each Director at his or her address as shown by the records of the Club, except that no special meeting of Directors may remove a Director unless written notice of the proposed removal is delivered to all Directors at least 20 days prior to such meeting. If mailed, such notice will be deemed delivered when deposited in the United States mail in a sealed envelope properly addressed, with postage thereon prepaid. Notice of a special meeting of the Board may also be given 48 hours in advance by telephone, telegraph or personal delivery of a written notice to each Director. Notice of any special meeting of the Board of Directors may be waived in writing by the person or persons entitled to the notice either before or after the time of the meeting. The attendance of a Director at any meeting will constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or these Bylaws. If permitted by law, notice of any regular or special meeting may be given electronically.

6. BOARD ACTION

Except as expressly provided otherwise herein, a majority of the votes cast by Directors is necessary for passage of any motion.

7. ACTION WITHOUT MEETINGS

Any action which may be taken by the Board of Directors, or any committee thereof, may be taken without a meeting if consent in writing setting forth the action taken, signed by all of the Directors entitled to vote, or all of the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board of Directors or the committee. A consent will have the effect of a unanimous vote.

8. TELEPHONIC MEETINGS

Members of the Board of Directors may participate in any meeting by means of a conference telephone or similar communications equipment. All persons participating in the meeting must be able simultaneously to hear each other. Participation by such means will constitute presence in person at the meeting.

9. EXECUTIVE SESSION

The Board of Directors may from time to time meet in a closed executive session to discuss and vote on personnel matters, litigation in which the Club is or may become involved, or other business of a similar or otherwise sensitive nature.

**ARTICLE VII
POWERS OF THE BOARD OF DIRECTORS**

1. MANAGEMENT OF CLUB

The Board of Directors will exercise all powers of the Club and do all acts and things necessary to carry out the purposes of the Club.

2. POWERS

The Board of Directors will have the power to:

- a. Elect the officers of the Club;
- b. appoint committees and assign duties;
- c. fill vacancies on the Board due to death, resignation, inability to perform duties, or otherwise, until the next election of Directors by the members;
- d. hire a manager and other employees and delegate such authority to them as is considered necessary for the proper operation and management of the Club;
- e. prepare, adopt and amend from time to time the annual budget of the Club;
- f. adopt, alter, amend or repeal the Rules and Regulations governing use of the Club and all of its facilities by members, their families and their guests;
- g. establish the amount of the Membership contribution for each category of Membership and its terms of payment (subject to BCG's right to establish the Membership contribution for Membership before the Transfer Date and unissued Memberships), and the amount of dues, fees and other charges;
- h. replace any director who fails to attend 50% of the regular meetings of the Board of Directors in any one membership year;
- i. if desired by the Board, retain a management company to manage the day-to-day operations of the Club and delegate such authority to them as is considered necessary for the proper operation and management of the Club;
- j. expend funds to the extent of the amount in the Club's treasury or owing to the Club; to make contracts, borrow money and incur indebtedness on behalf of the Club; and to cause promissory notes, bonds, mortgages or other evidences of indebtedness to be executed and issued;

- k. adopt, and amend from time to time, one or more standard model boat lifts that may be installed by Members to service their individual assigned boat ships, and grant or withhold permission for an individual Member to install an approved boat lift as the Board deems appropriate; and
- l. do all such other acts and things as are permitted by the laws of the State of Florida with respect to corporations not-for-profit, as those laws may be amended from time to time.

3. **ISSUANCE OF MEMBERSHIPS**

The Board of Directors will have authority to issue, cancel and transfer Memberships and will have certificates of Membership prepared in form and content consistent with the provisions of the Articles of Incorporation and these Bylaws of the Club. Memberships may be issued only to owners of lots or units in Waterlefe.

4. **COMPENSATION**

Directors will receive no salary or any other compensation whatsoever, but will be entitled to reimbursement for all expenses reasonably incurred in performing any duties pursuant to these Bylaws.

5. **INTERPRETATION OF BYLAWS**

Except as otherwise provided in the Membership Documents, the Board of Directors will have the corporate power generally to do everything permitted by corporations not-for-profit by law, statute, its Articles of Incorporation and these Bylaws. The Board of Directors will also have the power to determine the interpretation of these Bylaws, or any parts thereof, which may be in conflict or of doubtful meaning, and their decision will be final and conclusive so long as consistent with applicable law.

**ARTICLE VIII
OFFICERS**

The Board of Directors at each annual meeting will elect, to serve for a term of one year and until their successors shall be elected, a President, Vice President, Secretary and Treasurer, and such other officers as the Board of Directors may from time to time determine appropriate. A person may serve in two or more offices, except the same person may not simultaneously serve as President and Secretary. The officers will not be liable for the debts of the Club.

**ARTICLE IX
DUTIES OF OFFICERS**

1. **PRESIDENT**

The President will preside at all meetings of the Members and Directors and enforce observance of the provisions of these Bylaws. The President may call special meetings of the Board, will be an ex-officio member of all committees and is empowered to

execute all papers and documents requiring execution in the name of the Club. Prior to the Transfer Date, the President will be appointed by BCG.

2. VICE PRESIDENT

The Vice President will assist the President in his duties, and in the absence or disability of the President, the Vice President will perform and carry out all duties and responsibilities of the President. Prior to the Transfer Date, the Vice President shall be appointed by BCG.

3. SECRETARY

The Secretary shall keep, or cause to be kept, records and minutes of all meetings of the Board of Directors and the membership, and will be responsible for giving all required notices of meetings. The Secretary will have custody of the Seal and all membership records of the Club.

4. TREASURER

The Treasurer will be chairman of the finance committee, if any, and will cause all monies of the Club to be collected, held and disbursed under the direction of the Board of Directors. It will be the Treasurer's duty to collect monies due the Club from the issuance of Memberships, dues and charges of Members of the Club, and all amounts due from others. The Treasurer will keep or cause to be kept, at the Club, regular books of account and all financial records of the Club, and shall prepare budgets and financial statements, when and in the form requested by the Board of Directors. The Treasurer will deposit or cause to be deposited all monies of the Club in an account or accounts in the Club's name, in the bank or banks designated by the Board, and will give a surety bond for faithful performance in the amount directed by the Board, which surety bond premium will be paid by the Club. Any other person or persons having access to monies of the Club or its bank accounts will be similarly bonded. Prior to the Transfer Date, BCG shall appoint the Treasurer.

5. OTHER OFFICERS

The Board of Directors may fill vacancies in any office or new office created at any meeting of the Board of Directors.

6. DUTIES OF OFFICERS

Any officer may be given additional assignments and duties by the Board of Directors.

7. REMOVAL FROM OFFICE

Any officer may be removed from office, with or without cause, by a majority vote of the members of the Board of Directors.

**ARTICLE X
COMMITTEES**

1. AD HOC COMMITTEES

The President, subject to the approval of the Board of Directors, may, from time to time, (i) appoint committees, with the powers and composition as the President determines, (ii) determine the powers and composition of the committees and the term of committee chairmen and members, and (iii) replace committee chairmen or members at any time, without cause.

2. POWERS OF COMMITTEES

Committees, if any, will act only in an advisory capacity, and the individual members thereof will have no power or authority. The chairman of each committee may appoint from the members of the committee sub-committees as he or she deems desirable. All sub-committees will report directly to the committee as a whole, which will approve, amend or disapprove the report of the sub-committee.

3. TERMS OF COMMITTEE CHAIRMEN AND MEMBERS

Each committee chairman and each member of a committee will serve until his or her replacement is designated.

**ARTICLE XI
INSURANCE**

The Club will have the power to purchase and maintain insurance on behalf of its Directors, Officers and agents, against any liability asserted against or incurred by any Director, Officer or agent in such capacity arising out of the Director, Officer or agent's status as such, whether or not the Club would have the power to indemnify the Director, Officer or agent against such liability under the Articles of Incorporation of the Club or under applicable Florida law. The Club will at all times carry commercial general liability insurance with a limit of not less than Five Million Dollars (\$5,000,000.00), combined single limit; and the Club will also have the power to purchase and maintain any other type of insurance required by the terms of the Membership Documents.

**ARTICLE XII
MEMBERSHIPS**

1. NUMBER OF MEMBERSHIPS

The Club will consist of not more than fifty-nine equity Members. The rights, privileges and obligations associated with Membership, and eligibility and application procedures therefore, will be governed by the Waterlefe Marina Club Membership Plan, as it may be amended from time to time in accordance with its terms, except as specifically provided herein.

2. VOTING PRIVILEGES

Each Membership which is in good standing entitles the Member to vote on various Club matters, including the election of the Board of Directors. On all matters upon which Members are entitled to vote, Members are entitled to one vote per Membership.

If a Membership is jointly owned by spouses, either spouse may cast the vote associated with such membership on any matter upon which Members vote. The total number of votes associated with the Membership cannot be split between the two spouses.

Members with past due Club accounts (more than 30 days past due as of the record date) will not be considered in good standing.

3. MEMBERSHIP CERTIFICATES

- a. Every accepted Member who pays the required Membership contribution will receive a Membership certificate. Each Membership certificate will be in a form approved by the Board of Directors and will state that the same is issued subject to the Bylaws of the Club as amended from time to time and will be subscribed by the President and Secretary and under the seal of the Club.
- b. Membership certificates are not redeemable or transferable except as specifically provided by the Membership Plan and these Bylaws, and then only through the Secretary of the Club. Whenever any person ceases to be a member, whether by death, resignation, recall, expulsion or other provisions of the Membership Plan and these Bylaws, such cessation will operate to authorize the Secretary of the Club to effectuate the redemption, cancellation, purchase or sale of the membership in accordance with and in the manner prescribed by the Membership Plan and these Bylaws.

ARTICLE XIII GUEST PRIVILEGES

Members may have guests use the Club Facilities in accordance with the Rules and Regulations of the Club. The Club may limit the number of guests and the number of times a particular guest may use the Club Facilities during each Membership Year. The Member will be responsible for the payment of charges incurred but not paid by his or her guests, including any applicable guest fees established by the Club from time to time. Members will be responsible for the deportment of their guests.

ARTICLE XIV DUES, FEES AND CHARGES

Each year the Board of Directors of the Club will determine the amount of dues, fees and other charges to be paid by each Member for the next Membership Year. The dues may be set at any level deemed appropriate by the Board of Directors.

Dues will be due and payable in advance, before the first day of each year, unless otherwise established by the Board of Directors from time to time. The failure of any Member to pay the required dues within the prescribed time period will constitute grounds for the Member's suspension or expulsion from the Club.

In addition, the Board of Directors may from time to time charge to an individual Member costs or expenses incurred by the Club which are the responsibility of such Member, such as maintenance, repair or replacement of such Owner's boat lift to the extent such owner fails himself timely and properly to perform such maintenance, repair or replacement, or maintenance, repair or replacement of Club property necessitated by the negligence or misconduct of such Member, his guests or invitees.

ARTICLE XV DELINQUENCIES

The Club will have a lien against each Membership for any unpaid dues, fees, charges or assessments, together with reasonable attorneys' fees incurred by the Club in the enforcement and/or collection thereof, whether or not legal proceedings are initiated. The lien may, but need not be, recorded among the Public Records of Manatee County, Florida, by filing a claim which states the name of the Member, the number of the Membership and the amount claimed to be due. The lien will continue in effect until all sums secured by, and all costs incurred in recording and enforcing, the lien have been paid. A claim of lien may be signed by any Officer of the Club. Upon full payment, the Member making payment will be entitled to be reinstated as a member in good standing of the Club and will be entitled to a release of lien to be prepared and recorded at the Member's expense. All liens may be foreclosed by the Club, in any action at law or in equity, or without legal proceedings, upon ten (10) days prior written notice of intended foreclosure, as may be deemed appropriate by the Club. The Club may also, at its option, sue to recover a money judgment for unpaid dues or other charges, or terminate the Membership in accordance with these Bylaws, without thereby waiving its lien.

No Member will be permitted to create, incur, assume or suffer to exist upon the Member's Membership any liens and security interests whatsoever except to the extent the lien and security interest represents a purchase money lien and security interest incurred as a result of acquiring the Membership.

ARTICLE XVI DISCIPLINE

1. GROUNDS FOR DISCIPLINE

Members are responsible for their own conduct and for the conduct of their family members and guests. Any Member whose conduct or whose family's or guest's conduct is deemed by the Board of Directors to be likely to endanger the welfare, safety, harmony or good reputation of the Club or its Members or is otherwise improper may be reprimanded, fined, suspended or expelled from the Club and have all privileges associated with the Membership suspended or terminated by action of the Board of

Directors. The Board will be the sole judge of what constitutes improper conduct, but improper conduct will include, without limitation:

- a. Failure to meet eligibility for Membership;
- b. submitting false information on the Membership Application or Membership Purchase Agreement;
- c. submission of false information regarding an application for use privileges for a guest of the member;
- d. unsatisfactory behavior, deportment or appearance including, without limitation, intoxication;
- e. acting in a manner incompatible with the standard of conduct of the existing membership or which would likely injure the reputation of the Members or the Club;
- f. failure to accompany a guest where required when using facilities of the Club;
- g. failing to pay any amount owed to the Club in a proper and timely manner;
- h. failing to abide by the rules and regulations as set forth for use of the facilities of the Club;
- i. destruction of Club property; or
- j. abuse of Directors, Officers or employees of the Club.

2. BOARD ACTION

Any Member accused of improper conduct will be notified of the Club's proposed disciplinary action and will be given an opportunity to be heard by the Board of Directors to show cause why the Member should not be disciplined in accordance with this Article. If such Member desires to be heard, the Member must provide a written request for a hearing to the Board within twenty (20) days after the date of the Club's notice to the Member of the proposed action. Upon the Board's receipt of the written request for a hearing, the Board will set a time and date for such hearing, which will in no event be less than ten (10) days after such request. While such complaint is being considered by the Board of Directors, the Member will enjoy the privileges of the Club. Any notice given by mail must be given by first class or registered mail sent to the last address of the Member shown on the Club's records. Notwithstanding the foregoing, the Club may, without notice and without a hearing, immediately suspend some or all privileges associated with a Membership and/or, after notice, terminate a Member for failure to pay in a proper and timely manner dues, fees or any other amounts owed to the Club.

3. **SUSPENSION**

The Board of Directors may, by a majority vote of the Directors present, suspend a Member and/or any family member or guest of the Member from some or all of the privileges of the Club for a period of up to one (1) year. Dues and other obligations will accrue during such suspension and must be paid in full when due.

4. **RESIGNATION REQUEST BY BOARD**

The Board of Directors may, by a majority vote of the Directors present, request the resignation of any Member of the Club for cause deemed sufficient by the Board of Directors.

5. **EXPULSION**

A Member may be expelled by the Club, by a majority vote of the Directors present, if the Board of Directors determines that the Member's conduct was improper or likely to endanger the welfare, safety, harmony or good reputation of the Club or its Members. A Member who has been expelled will not again be eligible for Membership or admitted to the Club's property under any circumstances, except as otherwise determined by the Board in its sole discretion. The Membership of an expelled Member will be placed on the waiting list of resigned Memberships available for reissuance. A Member who has been expelled from the Club will forfeit his or her Membership in the Club upon the reissuance of the Membership to a new Member, and will be entitled to a refund of the Membership contribution to the same extent as a resigned Member. An expelled Member will be obligated to continue to pay dues associated with the expelled Membership until the earlier to occur of (a) one year from the effective date of expulsion, or (b) the reissuance of the Membership by the Club. An expelled Member will be notified by registered mail and will have the obligation to surrender the Membership certificate and will forfeit all rights and privileges of Membership.

**ARTICLE XVII
CORPORATE SEAL**

The corporate seal of the Club will be circular in form and will have inscribed thereon the name of the Club and the words "seal," "Florida," "corporation not-for-profit" and the year of incorporation. The corporate seal will be in the possession of the Secretary of the Club and be affixed by the Secretary to all documents relating to the official acts of the Club, as authorized by the Board of Directors.

**ARTICLE XVIII
MISCELLANEOUS**

1. **FISCAL YEAR**

The fiscal year of the Club will commence on the first day of January and conclude on the last day of December.

2. ANNUAL ACCOUNTING

Within 90 days of the end of each Fiscal Year, the Club will provide to each member an accounting of the Club's operations for such Fiscal Year.

3. ASSESSMENTS

Prior to the Transfer Date Members of the Club will not be assessed for operating deficits, and will only pay membership dues, fees and other charges established from time to time. After the Transfer Date, the Board of Directors of the Club may find it necessary to make assessments, in addition to dues, to cover operating deficits. Any assessments to cover operating deficits with respect to the Club Facilities will be prorated among Members based upon the amount of dues charged during the year in which the deficit occurs.

There will be no assessments for capital expenditures with respect to the Club Facilities unless approved by a majority vote of Members.

Failure to pay any assessments will subject a Member to the same penalties as failure to pay any other indebtedness to the Club.

4. CONFLICT BETWEEN BYLAWS AND ARTICLES OF INCORPORATION

In the event of conflict between the terms of these Bylaws and the Articles of Incorporation, the latter will prevail.

5. PROHIBITION AGAINST DISTRIBUTION OF OPERATING REVENUE

The Club is not created for pecuniary gain or profit. After the Transfer Date, no part of any net operating revenue of the Club will inure to the benefit of any Member, director, officer or other private individual and, as such, they will have no interest in or title to any of the property or assets of the Club. Nothing herein will prohibit the Club from reimbursing its Directors and Officers for all expenses reasonably incurred in performing services rendered to the Club.

**ARTICLE XIX
AMENDMENTS**

1. BEFORE TRANSFER DATE

Prior to the Transfer Date, the Membership Documents may be amended by a majority vote of the Board of Directors.

2. AFTER TRANSFER DATE

After the Transfer Date, the Membership Documents may be altered, amended or repealed, or new Membership Documents may be adopted, only by: (a) a majority vote of all of the members of the Board of Directors, and (b) a majority of the votes cast by the Members in person or by proxy at any duly called and constituted annual or special meeting of the Members at which a quorum of the Members is present either in person or by proxy. The proposed amendment must be set forth in the notice of the meeting.