

## ERRC Bylaws (November 14, 2022)

### Article I

#### Name, Principal Office, and Definitions

##### 1.1. Name.

The name of the corporation is Echo Ridge Recreation Club, Inc.

##### 1.2. Principal Office.

The principal office of the Club shall be located in DeKalb County, Georgia. The Club may have such other offices as the Board of Directors may deem appropriate.

##### 1.3. Definitions.

The words used in these Bylaws generally shall have their normal, commonly understood definitions. Capitalized terms shall have the meanings set forth below, unless the context indicates otherwise:

"Articles" means the Articles of Incorporation of the Club filed with the Secretary of State of the State of Georgia, as they may be amended.

"Authorized User" means a person authorized to enjoy the use privileges of a particular membership as provided in Section 2.3.

"Board" or "Board of Directors" means the board of directors of the Club, selected as provided in Article V.

"Bylaws" means these Bylaws of Echo Ridge Recreation Club, Inc., as they may be amended.

"Club" means Echo Ridge Recreation Club, Inc., a Georgia nonprofit corporation.

"Club Facilities" means all land, buildings, facilities and amenities owned and operated by the Club for the use and benefit of its Members. The Club Facilities presently include a swimming pool and tennis courts.

"Club Rules" means such rules and regulations governing operation of the Club, use of the Club Facilities, and conduct of the Members as the Board may adopt and amend pursuant to Section 4.15.

"Designated Adult" means, in the case of a married Member, the Member's spouse, or in the case of an unmarried Member, one other person 18 years of age or older residing in the Member's household whom the Member has designated on his or her Membership Application as part of the Member's Family.

"Family" means one Designated Adult and the dependents of the Member or Designated Adult whom a Member has designated as part of the Member's "family" on his or her Membership Application, and who either reside with the Member or attend school on a full-time basis.

"Initiation Fee" means the initial fee paid by a Member to acquire a Membership in the Club.

"Majority" means more than 50% of the total eligible number of votes, Members, or other group, as the context may indicate.

"Member" means an individual holding a Membership in the Club.

"Membership" means a membership that the Club is authorized to issue pursuant to Article II, and, specifically, the bundle of rights and privileges granted to each Member. Unless otherwise specifically provided in these Bylaws, when the term is used in its collective sense it shall refer to all Members of the Club in whose name Memberships are issued and outstanding at a particular time.

"Membership Application" means the application for Membership that a prospective Member executes and submits to the Club pursuant to Section 2.3 in order to be considered for Membership.

"Membership Certificate" means a certificate issued by the Club prior to October 22, 2000 for a particular Membership pursuant to Section 2.4 indicating the name of the Member(s) to whom it is issued.

"Membership Fees" means the Initiation Fee as well as all dues, assessments and other charges payable to the Club by any Member.

"Voting Power" means the total votes of Members in good standing.

## **Article II Membership**

### **2.1. General.**

The Club is authorized to issue up to three hundred sixty (360) Memberships to such persons as may be approved for Membership pursuant to Section 2.3.

### **2.2. Privileges.**

Each Membership shall be issued in the name of one individual and shall entitle the Member and the Member's Family to use and enjoy all of the Club Facilities during such operating hours as the Board may establish, subject to the Club Rules and payment of such annual dues and assessments as are authorized pursuant to these Bylaws. Each Membership shall entitle the named Member to voting rights as set forth in Article III.

Either the Member or the Designated Adult for a Membership shall be eligible to serve on the Board of Directors and committees, but they shall not both serve on the Board or on the same committee at the same time. All Members in good standing shall be entitled to limited guest privileges in accordance with the Club Rules, subject to payment of such guest fees as the Board may establish by resolution and subject to the right of the Board to limit the number of guests or impose other limitations on guest usage.

### **2.3. Selection and Admission of Members.**

(a) Eligibility. Any individual who resides within a 5-mile radius of the Club shall be eligible to apply for Membership.

(b) Consideration for Membership. Any eligible individual who desires to be considered for Membership shall complete, execute, and submit to the Club a Membership Application in such form as the Club may specify, along with a check made payable to Echo Ridge Recreation Club, Inc. for the required Initiation Fee (or first installment thereof, if the Board permits payment in installments) and applicable dues for the first year represented at a meeting of the Members or cast by ballot pursuant to Section 3.11 of Membership.

Upon receipt of a completed Membership Application and a check for the required payment, the Membership Chairman and his or her committee, if any, shall conduct such inquiry, review and consideration of each candidate as it deems appropriate and may consider relevant information other than the information provided in the Membership Application, including without limitation, personal references, credit or character reports, and prior or other club references; however, candidates shall be considered without regard to race, religion, creed, color, gender, national origin, or physical disability. Upon completion of such process, the Membership Chairman shall present the candidate's name and any recommendations as to approval or disapproval to the Board for consideration at its next regular meeting.

All candidates for Membership are subject to approval by the Board of Directors. Such approval may be granted or withheld in the sole discretion of the Board. The minutes of the Board meeting shall reflect the approval or non-approval of candidates for Membership.

(c) Notification. The Membership Chairman shall notify each candidate of the Board's action on his or her Membership Application. If a candidate is approved for Membership and Membership is then available, the Club will assign a Membership number. If the candidate is not approved for Membership, the Club shall notify the candidate and the Treasurer shall issue a refund of the Initiation Fee (or first installment thereof) paid by the candidate. The Club shall not be required to provide any details or specify any reason for its decision with respect to any candidate.

(d) Waiting List to Acquire Membership. Upon the issuance of all authorized Memberships, the Board shall establish a waiting list for Membership. The waiting list shall be maintained on a first come, first served basis (based on the date of the prospective member's request to the Membership Chairman that he or she be placed on the waiting list for Membership). At such time as a Membership becomes available, the Club shall notify the candidate with the highest position on the waiting list of such availability. A candidate on the waiting list shall have 15 days after receiving notice (either written or verbal) that a Membership has become available to apply for Membership by submitting to the Club the Membership Application and Initiation Fee in effect at the time of such notice (or first installment thereof, if the Board permits payment in installments) for consideration in accordance with the procedures set forth above. If the candidate fails to submit such Membership Application and payment within the allotted time, the candidate shall be removed from the waiting list. However, the Board, upon consideration of the facts and circumstances relative to the candidate's failure to apply for the Membership within the allotted time, may, in its sole discretion, extend the period during which the candidate may apply for Membership, or may permit the Member to pass on the opportunity to apply for Membership at that time and go to the end of such waiting list. Any candidate on the waiting list may request that the Club remove the candidate's name from the waiting list at any time.

#### 2.4. Evidence of Membership.

(a) [Reserved.]

(b) Membership Cards. The Club may, in the discretion of the Board of Directors, issue membership cards to each Member and Authorized User of a Membership, identifying the Member and the Authorized User and the Membership number, if any. The Board of Directors may require that such membership cards be presented for admission to the Club Facilities and be available for inspection when using the Club Facilities.

(c) Cancellation of Membership Certificates and/or Cards. Upon termination of a Membership for any reason, the Secretary of the Club may cancel the former Member's Membership Certificate or all membership cards, or both, if applicable, issued in connection with such Membership.

#### 2.5. Restriction on Transfer of Memberships.

No Member may pledge, assign, encumber, or otherwise transfer a Membership or Membership Certificate, by sale, gift or otherwise, voluntarily or involuntarily, except to the Club as provided in these Bylaws. No Member shall advertise a Membership for sale, or offer or commit to transfer or assign a Membership or Membership Certificate. Memberships may be issued and reissued only by the Club. Any attempted action in contravention of this Section shall be invalid and of no effect.

#### 2.6. Resignation of Memberships.

(a) Resignation. Members may voluntarily resign their Memberships by giving written notice to the Secretary of the Club of such intention and, if applicable, simultaneously endorsing and depositing with the Club the Member's Membership Certificate, if applicable. The Club shall deem a Membership resigned upon the occurrence of any of the following events: (i) the death of the Member, unless the deceased Member's surviving spouse requests in writing within 60 days of the Member's death that the Club reissue the Membership in the name of surviving spouse, or (ii) expulsion from the Club for cause pursuant to Article VII of these Bylaws.

(b) Effective Date of Resignation. Unless the Club and a resigning Member otherwise agree in writing, resignation of a Membership shall be effective upon the Club's receipt of written notice of voluntary resignation, unless a later date is specified in the notice, or upon the occurrence of an event resulting in involuntary resignation. No Member shall be entitled to any refund of dues paid for the year in which resignation occurs. A Member may continue to exercise all privileges of the Membership and shall remain responsible for all dues, assessments and fines accruing on account of the Membership through the effective date of such resignation. Until the effective date of resignation, a resigning Member may revoke the Member's notice of resignation by written notice to the Secretary of the Club.

(c) Rights upon Resignation of Memberships.

(i) Members who's Memberships were issued after October 22, 2000, shall not be entitled to any refund upon resignation or termination of their Memberships.

(ii) A Member who was a Member in good standing on October 22, 2000, and who subsequently resigns his or her Membership in accordance with the provisions of these Bylaws shall be entitled to receive a refund upon the Club's reissuance of the Membership, as follows: On the effective date of the Member's resignation, the resigning Member's Membership will be placed on a waiting list to be reissued by the Club. Eligible Memberships shall be placed on such waiting list in the order in which the Club receives written notice of their resignation. When a candidate for Membership has been approved and paid the Initiation Fee then being charged by the Club, if there are resigned Memberships on such waiting list for reissuance, the Club shall reissue the resigned Membership with the highest priority on such waiting list and shall issue to the resigned Member who formerly held such Membership a refund in an amount equal to the lesser of \$450 or the Initiation Fee being charged by the Club on the date of reissuance. The Club shall deduct from any refund due hereunder any outstanding dues, assessments or charges owed by such Member as of the effective date of the Member's resignation. Upon receipt by the resigned Member, or the legal representative of the resigned Member, of any amounts due pursuant to this subsection, the resigned Member shall have no further rights or claims with respect to the resigned Membership. There is no guarantee that the Club will be able to make any refunds to eligible resigned Members since payment of any refund is dependent upon there being approved candidates willing to pay the Initiation Fee being charged by the Club from time to time.

## 2.7. Rights of Members Upon Sale or Dissolution.

The Club has been formed as a nonprofit corporation under Georgia law and does not contemplate the distribution of gains, profits, or dividends to any of its Members. However, in the event of a dissolution of the Club or a sale of all or substantially all of its assets, after satisfaction of all of its debts and obligations, or after adequate provision for payment thereof has been made, any remaining assets or proceeds of sale shall be distributed equally among the Members in good standing on the date of dissolution. If the Club has elected to be tax-exempt and has received all applicable rulings or determinations from governmental agencies required for establishing such tax-exempt status, any such distribution shall be made only to the extent that it does not adversely affect the tax-exempt status of the Club. If any of the remaining proceeds or assets are not distributed to the Members, then they shall be distributed to another nonprofit corporation organized for purposes similar to this corporation with the intent of carrying out the purposes of this corporation.

## 2.8. No Discrimination.

Except as specifically authorized in these Bylaws or the Club Rules, the Club shall not discriminate among members or candidates for membership on the basis of race, religion, creed, national origin, age, gender, or physical disability.

## **Article III**

### **Membership: Meetings, Quorum, Voting, Proxies**

#### 3.1. Place of Meetings.

Meetings of the Membership shall be held at such place within the general vicinity of the Club Facilities as the Board may designate.

#### 3.2. Annual Meetings.

The annual meeting of the Membership shall be held no later than the middle of November of each year. The Board shall set the specific date and time for each annual meeting.

#### 3.3. Special Meetings.

The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board or upon a petition signed by Members representing at least 25% of the outstanding Memberships.

#### 3.4. Notice of Meetings.

Written notice stating the place, day, and hour of any meeting of the Members shall be posted conspicuously at the Club Facilities and shall be delivered to each Member entitled to vote at such meeting, not less than 10 nor more than 50 days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when otherwise required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

#### 3.5. Waiver of Notice.

Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may waive notice of any meeting of the Members, either before or after such meeting. A Member's attendance at a meeting shall be deemed to be a waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

#### 3.6. Adjournment of Meetings.

If any meeting of the Membership cannot be held because a quorum is not present, a Majority of the Members who are present at such meeting may adjourn the meeting to a time not less than 5 nor more than 30 days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. However, any matter put to a vote must be approved by the same number of votes as would have been required for action to be taken on the matter if a quorum were still present.

### 3.7. Voting.

Ten days prior to any meeting of the Membership or any vote being conducted by ballot pursuant to Section 3.11, the Board shall establish a list of all Members in good standing and eligible to vote. Each Membership in good standing on such date shall be entitled to one equal vote on any matter requiring a vote of the Membership. No votes shall be cast for unissued Memberships held by the Club. Except where a greater percentage of the Voting Power is specifically required by the Articles, these Bylaws, or Georgia law, the votes of Members entitled to cast a Majority of the Voting Power represented in person, by proxy, or by ballot, assuming a quorum exists, shall be necessary to take any action.

### 3.8. Proxies.

Members may vote by proxy, subject to the limitations of Georgia law relating to use of general proxies and subject to the requirements of this Section. Every proxy shall be in writing specifying the Membership for which it is given, signed by the Member or the Member's duly authorized attorney-in-fact, dated, and filed with the Secretary of the Club prior to the meeting for which it is to be effective. In the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, the Club shall deem both invalid.

Every proxy shall be revocable and shall automatically cease upon the effective date of the resignation of any Membership for which it was given; upon receipt by the Secretary of written notice of revocation of the proxy or of the death or judicially declared incompetence of a Member who is a natural person; or 11 months from the date of the proxy, unless the proxy specifies a shorter period.

### 3.9. Quorum.

Except as otherwise provided in these Bylaws, a quorum shall be established by the presence of Members or their proxies at a meeting, or by written or electronic ballots cast by Members pursuant to Section 3.11, representing 10% of the total Voting Power.

### 3.10. Conduct of Meetings.

The President shall preside over all meetings of the Club, and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings.

### 3.11. Action by Written or Electronic Ballot.

(a) Any action that may be taken by the vote of the Members at any regular or special meeting, including the election of directors, may be taken without a meeting by written ballot, or by a combination of written and electronic ballots, if done in compliance with this Section. The fact that a matter is submitted to the Members for approval without a meeting in this manner shall not preclude the Club from calling a meeting of the Members to coincide with the final date established for the return or filing of ballots.

(b) If voting on any matter is to be conducted by written ballot, or by a combination of written and electronic ballots, the Board of Directors shall mail a written ballot to every Member who is entitled to vote on the matter at the Member's mailing address as shown on the records of the Club and, if electronic balloting is permitted, shall post a ballot on the Club's Internet website in downloadable or executable form, at least 10 but not more than 50 days before the deadline for filing of ballots, which deadline shall be stated on the face of the ballot.

(i) Ballots soliciting Member votes on issues other than the election of directors shall set forth the proposed action, provide a space to specify approval or disapproval of the proposal(s), and provide a reasonable time within which to return or file the ballot in order to be counted, which voting period shall not be less than 15 days following the date that the ballots are mailed to the Members. The solicitation

materials and website, as applicable, shall state the percentage of favorable votes necessary to pass the proposal.

(ii) Ballots for any election of directors shall list the names of those candidates who have been nominated as of the date that the ballots are produced, as well as a space for write-in candidates. The Club shall mail such ballot to the Members entitled to vote with the notice of the annual Membership meeting and any accompanying solicitation materials and, if electronic balloting is permitted, shall post a ballot on the Club's Internet website in downloadable or executable form, at least 10 but not more than 50 days before the deadline for filing of ballots, which deadline shall be stated on the face of the ballot. The time fixed for return or filing of the ballots shall be on or before the time scheduled on the agenda of the annual meeting for the receipt and counting of ballots. If the annual meeting is adjourned for any reason without concluding the election of directors, the time for the return of written ballots may be extended to the date established for reconvening of the meeting.

(c) In order to be counted, ballots must be filed with the Secretary prior to the time that the Board specifies for closing of the balloting. For any action or election by written ballot to be valid, the quorum requirements of Section 3.9 must be met. The number or percentage of votes necessary to approve any proposal or elect any candidate shall be the same as would have been required at a meeting if the total number of votes cast at the meeting had been the same as the number of votes cast by written ballot.

### 3.12. Action Without a Meeting.

In addition to the above procedures, any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote, if all Members entitled to vote thereon have signed, dated, and delivered to the Club written consents specifically authorizing the proposed action. Each such consent shall be signed within 60 days after receipt of the earliest dated consent. Such consents shall be filed with the minutes of the Club, and shall have the same force and effect as a vote of the Members at a meeting.

## **Article IV**

### **Board of Directors: Composition, Meetings, Powers**

#### A. Composition and Selection.

##### 4.1. Governing Body.

A Board of Directors, each of whom shall have one equal vote, shall govern the affairs of the Club.

##### 4.2. Number and Qualifications of Directors.

The Board shall consist of eleven (11) directors, each of whom shall be Members, spouses of Members, or Designated Adults; however, a Member and his or her spouse or Designated Adult may not be elected to serve on the Board at the same time. No person may be elected to serve two consecutive terms; however, a person appointed to fill a vacancy on the Board pursuant to Section 4.4 may serve the unexpired portion of the term of the director whose position he or she has been appointed to fill and may be elected to serve one full term upon expiration of such partial term.

##### 4.3. Nomination and Election Procedures.

(a) Nominations. At least 30 days prior to each election of directors, the Board shall appoint a Nominating Committee to nominate candidates for election to the Board. The Nominating Committee, if any, shall consist of a chairman, who shall be a member of the Board, and three or more Members, spouses of Members, or Designated Adults. The Board shall announce such appointment in the notice of each election. The Nominating Committee may nominate as many candidates for election to the Board as it shall in its discretion determine, but shall nominate at least as many candidates as there are

positions to be filled at such election. Additional nominations may be accepted from the floor at the annual meeting. Each candidate shall be given a reasonable, uniform opportunity to communicate the candidate's qualifications to the Members and to solicit votes.

(b) Election and Term of Office. The directors serving on the effective date of these Amended and Restated Bylaws shall continue to serve until expiration of the term to which they were elected or appointed. Thereafter, at or coincident with (if by written ballot) each annual meeting, directors shall be elected, for a term of three years, to succeed those directors whose terms are expiring. The terms of directors shall be staggered so that the terms of no more than four directors expire in any given year. If any such annual meeting is not held, or the election does not take place at or coincident with the annual meeting, the directors may be elected by written ballot or at any special meeting of Members held for that purpose.

Each Member in good standing may cast one equal vote for each position to be filled on the Board at a particular election. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected.

The newly elected directors shall assume office at the close of the meeting (or election, if by written ballot without a meeting) at which the director is elected.

#### 4.4. Removal of Directors and Vacancies.

Any director may be removed, with or without cause, by a Majority of the Voting Power. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, the Members shall elect a successor to fill the vacancy for the remainder of the term of such director.

Any director who has three consecutive unexcused absences from Board meetings, or who is more than 30 days delinquent in the payment of any Membership Fees, may be removed by a Majority of the directors present at a regular or special meeting at which a quorum is present, and the Board may appoint a successor to fill the vacancy for the remainder of the term.

In the event of the death, disability, or resignation of a director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members may elect a successor for the remainder of the term.

### B. Meetings.

#### 4.5. Organizational Meetings

The first meeting of the Board following each annual meeting of the Membership shall be held within 30 days thereafter at such time as the Board shall fix. Such meetings shall be held at the Club Facilities or at such location in the general vicinity of the Club Facilities as the Board shall designate.

#### 4.6. Regular Meetings.

Regular meetings of the Board may be held at such time as a Majority of the directors shall determine, but the Board shall meet at least once per calendar quarter. Such meetings shall be held at the Club Facilities or at such location in the general vicinity of the Club Facilities as the Board shall designate.

The President or the Secretary shall give notice of the time and place of a regular meeting to each director at least four days prior to the meeting, except that notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.



#### 4.7. Special Meetings.

Special meetings of the Board shall be held when called by written notice signed by the President or Vice President or by any two directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by: (a) personal delivery; (b) first class mail, postage prepaid; (c) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (d) telephone facsimile, electronic mail, or other reliable communication device available to all directors as the Board may designate. All such notices shall be given at the director's telephone number, fax number, electronic mail address, or postal address as shown on the Club's records. Any notice sent by first class mail shall be deposited into a United States mailbox at least seven business days before the time set for the meeting. Notices given by personal delivery, telephone, or other communication device shall be delivered or transmitted at least 72 hours before the time set for the meeting.

#### 4.8. Waiver of Notice.

The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall be deemed waived by any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

#### 4.9. Telephonic Participation in Meetings.

Members of the Board or any committee that the Board may establish may participate in a meeting of the Board or such committee by means of conference telephone or similar communications equipment, provided that all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

#### 4.10. Quorum of Board of Directors.

At all meetings of the Board, a Majority of the directors shall constitute a quorum for the transaction of business. A director may not be represented by proxy. The votes of a Majority of the directors present at a meeting at which a quorum is present shall be necessary to take any action, except as otherwise specifically provided in these Bylaws. The directors present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough directors to leave less than a quorum. However, any matter put to a vote must be approved by the same number of votes as would have been required for action to be taken on the matter if a quorum were still present. If any meeting of the Board cannot be held because a quorum is not present, a Majority of the directors present at such meeting may adjourn the meeting to a time not less than 5 nor more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

#### 4.11. Compensation.

Directors shall not receive any compensation from the Club for acting as such unless approved by Members representing a Majority of the total Voting Power in the Club at a regular or special meeting of the Club, except that annual dues for Memberships held by directors shall be waived during such time as they are serving as directors and the Club Manager shall be entitled to compensation, in such amount as the Board may establish, for his or her employment in such capacity. Any director may be reimbursed

for expenses incurred on behalf of the Club upon approval of a Majority of the other directors. Nothing in this Section shall prohibit the Club from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Club in a capacity other than as a director pursuant to a contract or agreement with the Club, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a Majority of the other directors.

4.12. Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

4.13. Open Meetings.

Except as provided herein and in Section 4.14, meetings of the Board shall be open to all Members, but attendees other than directors may not participate in any discussion or deliberation unless a director requests that they be given permission to speak. In such case, the President may limit the time any such individual may speak. Notwithstanding the above, subject to the limitations of Georgia law, the President may adjourn any meeting of the Board and reconvene in executive session, and may exclude persons other than directors.

4.14. Action Without a Formal Meeting.

Any action of the Board of Directors may be taken without a meeting if written consent, setting forth the action so taken, is signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote at a meeting.

C. Powers and Duties.

4.15. Powers.

The Board of Directors shall have all of the powers and duties necessary for the administration of the Club's affairs and for the performance of all responsibilities and the exercise of all rights of the Club as set forth in the Articles and these Bylaws, and as provided by law. In all cases, the Board may act without a vote of the Membership except as to those matters which the Articles, these Bylaws, or Georgia law require to be approved by the Members or the Membership generally. The Board's powers shall include, without limitation, the power:

- (a) to select, retain, fix the compensation and terms of employment of, and remove or discharge the agents and employees of the Club, to require from them such security or a fidelity bonds as the Board deems appropriate, and to prescribe such powers and duties for them as are consistent with law, with the Articles of Incorporation and these Bylaws; and
- (b) to authorize the issuance of Memberships, and to prescribe the procedures and terms under which Memberships shall be issued, consistent with these Bylaws;
- (c) to borrow money and incur indebtedness for the purposes of the Club, including working capital, and to cause to be executed and delivered, in the corporate name, promissory notes, bonds, debentures, security deeds, mortgages, pledges, or other security therefor, subject to the limitations set forth in Article VI;
- (d) to acquire, sell, dispose, lease or pledge real or personal property;
- (e) to prescribe rules and regulations for the administration of the Club, for use of the Club Facilities, and for such other matters as the Board of Directors may deem necessary or appropriate, to the extent not inconsistent with applicable law, the Articles of Incorporation, or these Bylaws;
- (f) to take disciplinary action for violations of the Bylaws or the Club Rules;

- (g) to fix the Initiation Fee and annual dues for Membership and other charges and fees as authorized under these Bylaws;
- (h) to issue, suspend, or cancel Memberships, and the Membership Certificates and membership cards, if any, evidencing the same;
- (i) to enter into contracts with any person or entity for goods or services or for other purposes; and
- (j) to take any other action and perform any other act which the Board deems necessary or appropriate consistent with the Club's purposes as stated in the Articles and the Bylaws.

#### 4.16. Duties.

Subject to the provisions of these Bylaws, the duties of the Board shall include, without limitation:

- (a) conducting, managing, and controlling the affairs and business of the Club;
- (b) managing, controlling, operating, maintaining, repairing, replacing, and improving the Club Facilities;
- (c) preparing and adopting an annual budget and fixing and collecting Membership Fees pursuant thereto;
- (d) opening accounts on behalf of the Club with banks and similar financial institutions and designating the signatories for such accounts;
- (e) obtaining and carrying property, liability, and other insurance as required by law or as the Board deems appropriate, and filing claims thereunder as appropriate;
- (f) paying the cost of all services rendered to the Club;
- (g) keeping books with detailed accounts of the receipts and expenditures of the Club;
- (h) providing for an audit or review of the Club's books and records by an independent public accountant or by a duly established Finance Committee (consisting of at least two current Club members in good standing other than the acting Treasurer) at least annually;
- (i) estimating the useful life of the Club's property and facilities and developing a reasonable plan for replacement of such items and funding such replacement; and
- (j) indemnifying a director, officer or committee member, or former director, officer or committee member of the Club to the extent Georgia law, the Articles of Incorporation or these Bylaws require such indemnification.
- (k) maintaining at all times Officers and Directors liability coverage.

## **Article V**

### **Officers**

#### 5.1. Officers.

The officers of the Club shall be a President, Vice President, Secretary, Treasurer, Club Manager, Membership Chairman, Swim Team Chairman, Tennis Chairman, Planning Chairman, Communications Chairman, and Social Chairman. The Board of Directors shall elect the President, Vice President, Secretary and Treasurer from among the members of the Board; the other officers may but need not be members of the Board. The Board may appoint such other officers as it shall deem desirable, with such authority and duties as the Board prescribes. Such additional officers need not be members of the Board.

#### 5.2. Election and Term of Office.

The Board shall elect the officers of the Club at the first meeting of the Board following each annual meeting of the Members, to serve until their successors are elected.

#### 5.3. Removal and Vacancies.

The Board may remove any officer whenever in its judgment removal will serve the best interests of the Club, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

#### 5.4. Powers and Duties.

The officers of the Club shall each have such powers and duties as generally pertain to their respective offices, as well as such other powers and duties as the Board may specify by resolution, subject to the following:

- (a) President. The President shall be the chief executive officer of the Club and shall preside over all meetings of the Board and the Members.
- (b) Vice-President. The Vice-President shall have and exercise all the powers and authority and duties of the President during the absence of the latter or in his/her inability to act. The Vice-President shall be responsible for the oversight and coordination of all committees. The Vice-President will act as liaison with any pool management company hired by the Board, or to direct the services of pool management, if not otherwise outsourced to a third-party provider.
- (c) Treasurer. The Treasurer shall have custody of all funds, securities, fiscal papers, and other intangible assets of the Club, shall collect the revenues of the Club, and shall pay its bills as authorized by the Board of Directors. The Treasurer shall maintain a list of Members who are current and arrears with their dues payments and provide that information to the Membership Chairman and Communication Chairman. The Treasurer shall provide and maintain full and complete records of all the assets and liabilities of the Club and prepare and submit at each regular meeting of the Board of Directors financial statement as required by Section 6.4. The Treasurer shall prepare such tax reports as local, state, and federal agencies may require. The Treasurer shall prepare annually a five-year financial plan.
- (d) Secretary. The Secretary shall keep minutes of all meetings and provide copies to all Board members as soon as possible after each meeting. The Secretary shall give required notice of all meetings. The Secretary shall maintain and distribute as appropriate current Bylaws and Club rules and regulations. The secretary shall prepare and disseminate all postal mailings including the annual invoice and notice of the annual and special meetings. The Secretary shall manage the Club's pool reservation system and confirm all reservations for use of the pool.
- (e) Club Manager. The Club Manager shall be responsible for the Club property and grounds. The Club Manager shall handle minor repairs and improvements to the Club Facilities and recommend major repairs and improvements to the Board for approval.
- (f) Membership Chairman. The Membership Chairman shall serve as the contact for all prospective new members. The Membership Chairman shall obtain appropriate data from prospective members, collect their initial Membership Fees, and present prospective new members for approval at the next Board meeting. The Membership Chairman shall maintain the waiting list of prospective new members pursuant to Section 2.3(d). As memberships become available, the Membership Chairman shall contact prospective new members on the waiting list.  
The Membership Chairman shall be responsible for maintaining a current membership database and for the annual production and distribution of the Club roster.
- (g) Tennis Chairman. The Tennis Chairman shall be responsible for promoting and coordinating club tennis activities; including ALTA teams, special events and annual club tournaments. The Tennis Chair shall provide the Board with the official ALTA and USTA team rosters of all teams playing out of the club, prior to the commencement of the official tennis season.
- (h) Planning Chairman. The Planning Chairman shall be responsible for coordination and execution of capital projects. The Planning Chairman shall coordinate and present bids for capital projects to the Board and general membership. The Planning Chairman shall assist the Club Manager in Club repairs and improvements to the grounds and pool.

- (i) Swim Team Chairman. The Swim Team Chairman shall be responsible for organizing and oversight of the Club's swim team and swim meets and shall supervise the Swim Team Coach.
- (j) Communications Chairman. The Communications Chairman shall be responsible for dissemination of information to the Membership as directed by the Board and for overseeing the operation of the Club's Internet website, and other technology applications.
- (k) Social Chairman. The Social Chairman shall be responsible for promoting, planning, and directing the social events of the Club.

#### 5.5. Resignation.

Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

#### 5.6. Compensation.

Compensation of officers shall be subject to the same limitations as compensation of directors under Section 4.11.

### **Article VI Management and Committees**

#### 6.1. Management.

If approved by a majority of the Voting Power represented at a meeting of the Members or cast by ballot pursuant to Section 3.11, the Board of Directors may employ or retain for the Club a managing agent or management personnel, at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the managing agent's assigned duties, but shall not delegate policymaking authority.

The Board of Directors may delegate to one of its members the authority to act on behalf of the Board on all matters relating to the duties of the managing agent, if any, which might arise between meetings of the Board.

#### 6.2. Committees.

The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution. Committees may act in an advisory capacity to the Board but shall have no authority to enter into commitments on behalf of or otherwise bind the Club.

#### 6.3. Standards of Performance.

The following standards of performance shall be followed by all directors, officers, committee members, employees, and management personnel retained by the Club unless the Board, by resolution, specifically determines otherwise:

- (a) accounting and controls shall conform to generally accepted accounting principles;
- (b) the Club's cash accounts shall not be commingled with any other accounts;
- (c) no person shall accept for himself any remuneration from vendors, independent contractors, or others providing goods or services to the Club, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Club;

(d) any financial or other interest which any director, officer, committee member, managing agent or employee may have in any firm providing goods or services to the Club shall be disclosed promptly to the Board of Directors;

#### 6.4. Accounting and Reports.

(a) Financial reports shall be prepared for the Club at least quarterly containing:

- (i) a statement reflecting all cash receipts and disbursements for the preceding period;
- (ii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;
- (iii) a balance sheet as of the last day of the preceding period; and
- (iv) a delinquency report listing all Members who are delinquent in paying Membership Fees at the time of the report and describing the status of any action to collect such Membership Fees which remain delinquent; and

(b) an annual report consisting of at least the following shall be made available to all Members within 120 days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of cash flows for the fiscal year.

#### 6.5. Borrowing.

The Club shall have the power to borrow money for any legal purpose; however, the Board shall obtain Membership approval in the same manner as for assessments under Section 8.3, if the proposed borrowing is for the purpose of making discretionary capital improvements or the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed 10% of the budgeted gross expenses of the Club for that fiscal year.

#### 6.6. Capital Expenditures.

Any capital improvement requiring the expenditure of more than \$10,000 in any 12-month period shall first be approved by Members entitled to cast a Majority of the Voting Power represented at a meeting of the Members or cast by ballot pursuant to Section 3.11. This limitation shall not apply to expenditures required to maintain or repair existing facilities or emergency operating expenses.

#### 6.7. Agreements, Contracts, Deeds, Leases, Checks, Etc.

All agreements, contracts, deeds, leases, checks, and other instruments of the Club shall be executed by the President or Vice-President and by the Treasurer or such other officers as the Board may designate by resolution.

### **Article VII**

#### **Good Standing; Disciplinary Action**

##### 7.1. Good Standing.

Each Member shall maintain his or her Membership in good standing at all times. A Member shall cease to be in good standing upon (a) failure to pay any Membership Fees due to the Club for a period of 30 days or longer after such sums were first due and payable, (b) suspension or expulsion in accordance with this Article or (c) refusal to sign, on an annual basis, a declaration of acknowledgement and intent to comply with the current Club By Laws and Club rules and regulations.

##### 7.2. Disciplinary Action.

(a) Sanctions. In addition to the sanctions authorized under Article VIII for failure to pay amounts due to the Club, the Club may levy such sanctions as it deems appropriate against any Member, Authorized User, or guest for cause. Such sanctions may include, without limitation, reprimands, fines, a requirement that the Member reimburse the Club for expenses incurred, suspension of membership

privileges, or expulsion from Membership. Suspension does not terminate a Membership, and a suspended Member shall continue to be liable for Membership Fees accruing during the period of suspension.

"Cause" may include, without limitation (i) permitting the use of a membership card by someone other than the person to whom it was issued, (ii) attempting to transfer a Membership or Membership Certificate in violation of these Bylaws; (iii) conduct unbecoming a Member, (iv) conviction of a felony or a crime involving moral turpitude, or (v) acts by a Member, an Authorized User, or guests which the Board or the Club Manager determines to be detrimental to the best interests of the Club, including, without limitation, conduct violating the Club Rules, causing damage to Club property, or likely to endanger the welfare, safety, harmony or good reputation of the Club or its Members.

(b) Notice and Hearing. Except in the case of delinquencies in amounts due to the Club, which shall be handled in accordance to Article VIII, before the Club levies any sanction it shall provide the Member or Authorized User against whom the sanction is to be levied with written notice and an opportunity for a hearing before the Board. Notice shall set forth, in specific terms, the reason for the proposed sanctions, the specific incident or incidents which may give rise to the proposed sanctions, the time and place where such conduct occurred (as applicable), and the sanction proposed, and shall refer to the specific provision of the Bylaws or Club Rules governing the matter. The Board shall send the notice via certified mail. The notice shall inform the Member or Authorized User that he or she has a right to be heard orally or in writing on the matter and shall specify a period of not less than 10 days within which the alleged violator may submit a written response or a written request for a hearing before the Board.

If the Member or Authorized User submits a written request for a hearing within the 10-day period allotted, the Club shall promptly set a date for a hearing on the matter and notify the Member or Authorized User in writing via certified mail of the time and place of the hearing, the right to attend the hearing and the right to produce any statement, evidence, and witness on the alleged violator's behalf. The Board shall hold the hearing at the time and on the date specified in the notice giving the charged Member a reasonable opportunity to be heard. The general policy of the Club shall be that neither the Club nor the alleged violator shall have a representative present at any such hearing; provided, however, should the alleged violator desire to have a representative present at the hearing, the alleged violator shall notify the Club of such preference at least 24 hours in advance of the hearing, and both the Club and the alleged violator shall be entitled to have a representative present.

The hearing shall be conducted in accordance with the following:

- (i) Only those persons may attend who, in the discretion of the Board or its designee, are necessary to afford a complete and impartial hearing.
- (ii) The Club and the alleged violator each shall be afforded a reasonable opportunity to present relevant matters, either orally or in writing; however, the presentation of neither the Club nor the alleged violator shall exceed one hour, unless the Board, in its sole discretion, determines that more time is necessary to present relevant matters. The amount of time that the Board uses to pose questions to the Club, the alleged violator, the witnesses, or the complainants shall not be charged against the time allotted either the Club or the alleged violator.
- (iii) The Board shall adjourn to a closed meeting to consider whether to impose sanctions. During such closed meeting, the Board shall continue to document the proceeding in the meeting minutes. The Board must consider only the charges about which the alleged violator had (a) notice and (b) an opportunity to be heard. The Board shall enter in the meeting minutes either (a) that the Board imposed no sanction or (b) the sanction imposed and its effective date. The effective date of suspension or expulsion shall be at least five days after the hearing.

Within three days after the hearing, the Board shall send notice to the alleged violator, via certified mail, stating that either (a) no sanctions were imposed or (b) the nature of the sanctions imposed and their effective date.

Notwithstanding the above, the Club Manager and lifeguards may immediately suspend the use privileges of a Member, Authorized User, or a guest and require them to leave the Club Facilities if the Club Manager or lifeguard determines that such person is repeatedly violating the Club Rules after verbal warning, or that such person's conduct, if repeated or continued, would pose a threat to the welfare and safety of any person using the Club Facilities. In such event, the sanctioned person shall have the right to appeal the suspension to the Board by delivering to the Board written notice of appeal within 10 days after the date of suspension. If such a suspension is appealed, the Board shall comply with the applicable notice and hearing procedures set forth above. If such a suspension is not appealed, the Board shall review the facts surrounding the suspension to determine the length of the suspension and to determine whether further disciplinary action is necessary.

Any person whom the Board has expelled shall immediately and automatically forfeit all Membership privileges and shall thereafter have no rights or privileges in the Club unless and until such person has been reinstated upon written application and approval by the Board. The Board shall not consider an application for reinstatement of an expelled Member within 12 months of the date of the decision to expel such Member. The Board shall not reinstate any Member until all past due Membership Fees and charges, including those for the period between the date of expulsion and the date of reinstatement, are paid in full.

Suspension or expulsion of a Member shall automatically operate to suspend or terminate, respectively, the rights and privileges of the Member's Authorized Users, and guests. Suspension or expulsion of a Member's Authorized User shall not affect the rights and privileges of the Member. The Club shall have no obligation to refund any portion of the dues paid by any Member who has been suspended or expelled.

The expulsion of a Member shall be treated as a resignation of the Membership. Any Member whose Membership privileges have been suspended shall remain responsible for all Membership Fees during the period of suspension.

## **Article VIII**

### **Membership Fees**

#### **8.1. Initiation Fees.**

Each Member shall pay an Initiation Fee in such amount as the Board may establish. The Initiation Fee shall be due and payable in full at the time of application, unless the Board permits the Initiation Fee to be paid in installments, in which case it shall be paid in accordance with the installment schedule established by the Board. Failure to pay an Initiation Fee, refusal of a bank to honor a check given for Initiation Fees, or failure to pay any installment on or before the due date shall result in cancellation of the Membership and forfeiture of all amounts previously paid, without the necessity of complying with the procedures set forth in Article VII or Section 8.4.

#### **8.2. Annual Dues and Other Charges.**

The Board of Directors shall have the right to set and change the dues and other charges payable by the Members, including charges for specific items and services which the Club may offer; provided, the annual dues for each Membership shall not exceed \$800 per year. No dues shall be payable for unsold



Memberships which the Club holds in inventory. Members over 55 years of age who have maintained their Membership continuously in good standing for at least 15 years shall be entitled to an annual discount off of the annual dues rate charged to other Members in the amount of \$100 or such greater amount as the Board may determine.

The membership year is a twelve (12) month period that begins on April 1 of each year and ends on March 31 of the following year. Dues for the membership year are payable in advance on or before March 1 of each year. New Members shall pay dues for the first membership year at the time of application for Membership and if the application is not approved, the dues shall be refunded in full.

In the event that it becomes necessary to temporarily suspend operation of all or any portion of the Club Facilities for maintenance, emergency repairs, or any other reason, the Club shall have no obligation to refund any portion of the dues paid by any Member.

### 8.3. Assessments.

The Club may levy assessments against the Members upon the approval of Members in good standing holding at least two-thirds of the total Voting Power represented in person or by proxy at a meeting of the Members, or cast by written and electronic ballots pursuant to Section 3.11. Any assessment shall be levied equally against all outstanding Memberships. The Club shall not levy any assessments against any unissued Membership that the Club holds in inventory.

### 8.4. Delinquencies.

Any Member failing to pay their annual dues to the Club by March 1 shall be considered delinquent (noting that payment will be deemed paid timely if postmarked by March 1). The Club may impose a reasonable late charge on all delinquent dues in such amount as the Board of Directors may determine. The Board of Directors may suspend or revoke the Membership privileges of any Member who is more than 14 days delinquent. The Club shall send written notice to any delinquent Member (via email and/or first class mail, postage prepaid) specifying the amount of any late charge imposed on the Member's account prior to suspending membership privileges. If the Club does not receive payment of the full amount (including any applicable late charge) within ten (10) days after delivery of written notice to the email and/or property address(es) on file, the Member shall be deemed to have resigned his or her Membership and the Membership will be forfeited and revoked. Upon such Membership being forfeited and revoked, the Member will lose all rights under such Membership, including any refund to which the Member might otherwise be entitled under Section 2.6(c). The failure of the delinquent Member to receive such written notice shall not affect or limit the power of the Board or its officers provided in these by-laws to suspend, cancel, or terminate privileges of any delinquent Member.

The Board is authorized to consider hardship extensions of time on a case-by-case basis, in its discretion; provided, however, that any extension of time shall be terminable and cancelable by the Board at any time, in its sole discretion, and no additional rights are conferred upon a delinquent Member as a result of such extension; provided further that any extensions of time shall require the member or applicant to whom the extension of time is granted to execute a promissory note on terms and conditions set forth by the Board in its sole discretion.

The Board of Directors may authorize the institution of legal action by the Club for the collection of Membership Fees owed by a Member. If the Board of Directors retains legal counsel to collect any such amount, the Club shall be entitled to recover from the Member, in addition to all delinquent sums, late charges and interest calculated as provided above, and its reasonable costs, expenses and attorneys' fees

incurred in attempting to collect and in collecting such amount, whether or not legal action is in fact instituted.

## **Article IX**

### **Miscellaneous**

#### 9.1. Fiscal Year.

The fiscal year of the Club shall be the calendar year, unless the Board establishes a different fiscal year by resolution.

#### 9.2. Parliamentary Rules.

Except as the Board may otherwise provide by resolution, Robert's Rules of Order (current edition) shall govern the conduct of Club proceedings when not in conflict with Georgia law, the Articles, or these Bylaws.

#### 9.3. Conflicts.

If there are conflicts among the provisions of Georgia law, the Articles, and these Bylaws, the provisions of Georgia law, the Articles, and these Bylaws (in that order) shall prevail.

#### 9.4. Books and Records.

(a) Inspection by Members. The Board shall make the following available for inspection and copying by any Member or the duly appointed representative of an Member at any reasonable time and for a purpose reasonably related to such person's interest in the Membership: Articles, Bylaws, and Club Rules, any amendments to the foregoing, the membership roster, books of account, and the minutes of meetings of the Members, Board, and committees. The Board shall provide for such inspection to take place at the office of the Club or at such other place in reasonable proximity to the Club Facilities as the Board shall designate.

(b) Rules for Inspection. The Board shall establish rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing documents requested.

(c) Inspection by Officers and Directors. Every officer and director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Club and the physical properties owned or controlled by the Club for purposes related to such director's duties as a director. The right of inspection by a director includes the right to make a copy of relevant documents at the Club's expense.

#### 9.5. Club's Remedies Nonexclusive.

The remedies that these Bylaws afford to the Club with respect to Members shall be cumulative and nonexclusive. The Club may, in addition to pursuing any internal remedies, pursue any legal remedies that it may have without making any election of remedies.

#### 9.6. Severability.

Should any court having jurisdiction hold any clause, provision or part of these Bylaws to be void or voidable, the remaining provisions shall nevertheless remain in full force and effect.

#### 9.7. Notices.

Except as these Bylaws may otherwise provide, all notices, demands, bills, statements, or other communications required hereunder shall be in writing and shall be deemed to have been duly given as

of the date delivered, if personally delivered or, if mailed, on the third business day following the date of deposit with the United States Postal Service, first class postage prepaid:

- (a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the residence of such Member; or
- (b) if to the Club, the Board, or the Club Manager, at the principal office of the Club or the Club Manager or at such other address as the Club shall designate by notice to the Members in accordance with this Section.

#### 9.8. Indemnification.

To the fullest extent permitted by the Georgia Nonprofit Corporations Act, as amended from time to time, the Club shall indemnify each person to whom indemnification may be offered under such law. The Club may, in the discretion of the Board, but shall not be obligated to, advance expenses for the defense of any action to which a person is entitled to indemnification under this Section.

#### 9.9. Amendment.

(a) Except as otherwise specifically provided in these Bylaws, these Bylaws may be amended by the affirmative vote of a Majority of the total Voting Power represented at a duly called meeting of the Members, or cast by written and electronic ballots, if the vote is conducted by ballot pursuant to Section 3.11.

(b) Validity and Effective Date of Amendments. Amendments to these Bylaws shall become effective upon adoption. Any procedural challenge to an amendment must be made within six months of its adoption or it shall be presumed that such amendment was validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws.

### **CERTIFICATION**

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Echo Ridge Recreation Club, Inc., a Georgia nonprofit corporation;

That the foregoing Bylaws constitute the amended and restated Bylaws of the corporation, as duly adopted by the requisite vote of the membership on the 14th day of November, 2022.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 13th day of February, 2023.



Kristen Logan  
ERRC Secretary