

BY-LAWS
OF
OAKDALE GOLF AND COUNTRY CLUB

ARTICLE I – NAME

The name of this Corporation shall be as set forth in its Articles of Incorporation, to wit:

OAKDALE GOLF AND COUNTRY CLUB

ARTICLE II – SEAL

The Corporation shall have a common seal, consisting of a circle, having on its circumference and face the words “Oakdale Golf and Country Club”; also having thereon the date of Incorporation and other words or insignia as shall be decided by the Board of Directors.

ARTICLE III – PURPOSES

The Oakdale Golf and Country Club is organized under the Mutual Benefit Corporation Law of the State of California as a non-profit corporation. The specific and primary purposes for which this Corporation (hereinafter sometimes referred to as “Club” or “Corporation”) is formed as follows:

- a) to acquire, by purchase or otherwise, land on which to construct or cause to be constructed a golf course;
- b) to own, maintain and operate said golf course for the benefit of the members;
- c) to provide suitable buildings, facilities and appurtenances commensurate with the purposes of a golf and country club;
- d) to engage in and carry on any and all other business and activities related or incidental thereto, or in connection therewith;
- e) to provide social, recreational and athletic activities and entertainment for the members of this Corporation and their guests;
- f) to exercise all other general powers and to engage in all other lawful activities as are allowed or permitted under the Mutual Benefit Corporation Law of the State of California.

ARTICLE IV – CORPORATE POWERS AND MANAGEMENT

The corporate powers and management of this Corporation shall be vested in and exercised by, and its property and affairs shall be controlled and conducted by a board of nine (9) Directors, each of whom shall be a member in good standing having the right to vote and hold office as further specified in these By-Laws.

ARTICLE V – CLUB MEMBERSHIP

Section 1. Membership Categories

The membership of this Corporation shall consist of seven (8) categories to be named and styled as follows: Full Membership, Privilege Membership, Social Membership, Senior Membership, Business Membership, Corporate Membership, Young Executive Membership and Weekday Membership shall constitute all those persons who have signed the Articles of Incorporation of the Corporation and all other persons who may hereafter be duly elected as members in accordance with the provisions of these By-Laws. Each person shall, upon becoming a member of this Corporation and before becoming entitled to any of the rights and privileges of a member, pay the amount of all membership fees and the payment of said membership fees shall constitute an assent by the paying member to these By-Laws.

Section 2. Membership Limit

Memberships with golf privileges of “Oakdale Golf and Country Club” shall not exceed four hundred seventy-five (475), which number is to include the Full Memberships, Senior Memberships, Business Memberships, Privilege Memberships, Corporate Membership, Young Executive Membership and Weekday Membership. An increase in the number of members with golf privileges may occur only upon the affirmative vote of a majority of a quorum (see Article XX, [Meetings] Section 5) of the then current voting members. Applicants on the membership waiting list shall not be entitled to any of the privileges of the Club or use of any of its facilities, except as a guest of a member of the Club.

Section 3. Application for Membership

Applicants for membership shall make written application to the Club. The Membership Committee will investigate and make a written report and recommendations to the Board before any vote. If the applicant receives the favorable vote of a quorum of the Board of Directors, said applicant shall be declared elected to the membership, provided however that said applicant shall have first deposited with the Club the entrance fee required of membership.

Section 4. Entrance Fee

The entrance fee required of new members of the Corporation shall be an amount set by the Board including the required tax thereon. The Board of Directors may, periodically, increase or decrease the amount of entrance fees of new members as said Board deems proper and to be in the best interests of the Corporation, however, this action shall have no effect on memberships then outstanding.

Section 5. Age Requirement

Any person over the age of twenty-one (21) may become a member of the Corporation under the conditions set forth in these By-Laws.

Section 6. Employees Restricted from Membership

No person employed by the Club, nor the spouse of an employee shall be elected to membership in this Club and further no employee shall become a member and no member shall become an employee.

Section 7. Membership Rights and Privilege

The rights and privileges of each category of membership are as follows:

FULL MEMBERSHIPS – property rights, voting privileges, may hold office, full use of golf facilities, full use of clubhouse facilities, charge privileges.

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SOCIAL MEMBERSHIPS – no property rights, no voting privileges, may not hold office, no use of golf facilities with exception of range use option as defined by Board policy, full use of clubhouse facilities, charge privileges.

SENIOR MEMBERSHIPS – no property rights, no voting privileges, may not hold office, limited use of golf facilities, full use of clubhouse facilities, charge privileges.

BUSINESS MEMBERSHIPS – requires at least 2 persons paying dues, property rights for one (1) designated owner per membership, voting privileges for designated owner only, designated owner may hold office. All dues paying persons shall have full use of golf facilities, full use of clubhouse facilities charge facilities.

PRIVILEGE MEMBERSHIPS – property rights for owner only, no voting privileges, may not hold office, full use of golf facilities, full use of clubhouse facilities, charge privileges.

CORPORATE MEMBERSHIPS - property rights for Corporate member only, voting privileges, may hold office, full use of golf facilities, full use of clubhouse facilities, charge privileges. Pass holders have day use of the club only.

YOUNG EXECUTIVE MEMBERSHIPS – no property rights, no voting privileges, may not hold office, full use of golf facilities, full use of clubhouse facilities, charge privileges and only social privileges for family members.

WEEKDAY MEMBERSHIPS - no property rights, no voting privileges, may not hold office, weekday use of golf facilities, full use of clubhouse facilities, charge privileges.

Section 8. Immediate Family Privileges

A membership or Certificate of Membership in this Corporation shall give to the members of the “immediate family” of said members of which they would otherwise be eligible, all rights and privileges indicated for that membership of Oakdale Golf and Country Club and its facilities, except the right to vote and/or hold office in the club without payment of any membership fees or dues.

“Immediate family” is defined as unmarried children under the age of 21, or unmarried children under 25 years of age who are Full Time students. Full Time Students shall be defined as a student having an academic workload of 12 units or more per term at an accredited school of advanced learning. Said Full Time Student, extended said privilege, shall annually present to the corporation, proof of said full time academic status. All other persons shall be deemed guests of the individual members of the club.

Section 9. Married Couples

Certificates of Membership in the Club shall be in the name of the individual, if not married, or if married, in the names of both the husband and wife. For memberships with voting privileges there shall be only one vote per membership. Either one of the married couple may serve on the Board of Directors, but both may not serve on the Board at the same time. In the event of divorce both parties are responsible for all dues and assessments until resolution of the property settlement and final court decree.

Section 10. Single Member

The Board of Directors shall have the authority to expand the scope of the privileges of a single Full Member to include (allow) for another single person to be allowed to share their membership.

The Board of Directors will define the definitions and scope of these privileges through the Committee process and written Board policies.

ARTICLE VI – FULL MEMBERSHIP

Section 1. Application

Applicants for Full Memberships shall make written application pursuant to Article V (Club Membership), Section 3 of these By-Laws.

Section 2. Rights & Privileges

A Full Membership in this Club shall be entitled to all the privileges of the Club including use of golf club facilities, clubhouse facilities and charge privileges subject to payment of the membership monthly charges of operations dues, capital dues, range ball fees and cart fees as may be prescribed by the Board of Directors of this Club.

Section 3. Property Rights

Full Members have property rights, voting rights (the right to one (1) vote) and the right for one person to hold an office in the Corporation.

Section 4. Absentee Membership

ABSENTEE MEMBER: Any member in good standing holding a Full Membership has the right to allow another person(s) {known as an absentee player} to play on that membership for a duration of one (1) year subject to the following:

- a) The member has the right, after one year of Absentee Membership, to resume use of the membership with all obligations. If the member chooses to continue with this Absentee agreement, the member must select another Absentee Player or designate the next player on the waiting list, for another one (1) year period, with the approval of the Board of Directors.
- b) The Full Member shall be responsible for any assessment levied during the lease period agreement.
- c) In the event that the person holding the Full Membership is on the List To Sell, the member must agree to postpone the sale of the membership for a minimum of one (1) year, unless special arrangements are made between both parties and the Club. The special arrangements must have Board approval.
- d) The Full Member retains the right to vote on any issue concerning the Club.
- e) The Full Member loses the privilege of using the golf course and/or holding an office.
- f) If the Full Member is invited to play during this agreement, regular guest fees shall apply.

ABSENTEE PLAYER: Any Board approved individual may be an Absentee Player for a one (1) year period. If the approved individual is married, the spouse shall be limited to the same one (1) year period. Individuals or married individuals may be an Absentee Player one (1) time ONLY. At the discretion of the OGCC Board of Directors, a lease may be extended for a one-time only period of up to 180 days.

- a) The Absentee Player chosen to play on another person's membership must meet the same requirements as a Full Member. This includes credit check, reference check and Board approval. An Absentee Player's charge privileges are limited to a maximum balance of five hundred (\$500) dollars.

- b) The Absentee Player must pay the Club a one thousand (\$1,000) dollars non-refundable deposit. This non-refundable deposit may be used towards the purchase of a Full Membership if the Full Membership is purchased within thirty (30) days of the expiration date of the one (1) year Absentee agreement. The Absentee Player must also pay five- hundred (\$500) dollars refundable security deposit to be refunded after all debts are satisfied to the Club.
- c) The Absentee Player has a full use of all golf facilities, clubhouse facilities and charge privileges.
- d) The Absentee Player may not vote or hold office.
- e) Both the Member and the Absentee Player shall sign the Absentee Player Agreement as provided by the Club. No action concerning this matter can become effective until a request including the agreement signed by both parties and the \$1,500 deposit is submitted to and approved by the Board of Directors. Membership privileges shall be effective on the first day of the month following acceptance by the Board.

RIGHTS OF THE CLUB: The Club may cancel any agreement between the Absentee Member and the Absentee Player playing on the membership if said Absentee Player fails to obey all By-Laws, policies and procedures of the Club, or if the Absentee Player is in any way declared by the Board to “not be in good standing” (i.e. outstanding arrears, non-payment of dues, inappropriate conduct or any other charges).

ARTICLE VII – PRIVILEGE MEMBERSHIPS

Section 1. Description

A member owning a Privilege Membership Certificate may deliver the Certificate for active use to any person first approved of by the Board of Directors. The active user shall have the uses and privileges of the Club until said uses and privileges are revoked, provided however that as a condition for the active user of said Certificate the same monthly dues and fees, required of Full Members shall be paid. Any active user of a Privilege Membership failing, refusing, or neglecting to pay the dues prescribed by the Board of Directors for a period of sixty (60) days from the date said dues become payable as described in these By-Laws shall after due notice, be expelled by the Board of Directors.

Section 2. Rights and Privileges

An active user of a Privilege Membership shall be entitled to the full use of golf facilities, clubhouse facilities and charge privileges subject to payment of the membership monthly charges of operation dues, capital dues, range ball fees and cart fees as may be prescribed by the Board of Directors of this Club.

Section 3. Property Rights

A Privilege Membership Certificate gives the owner property rights but neither the owner nor the user has voting rights, or the right to hold office in this Corporation.

Section 4. Use by Immediate Family

The members of the immediate family of an approved active user of a Privilege Certificate (as ‘immediate family’ is hereinabove defined in these By-Laws (Article V, [Club Membership], Section 8) shall also be entitled to the uses and privileges of the Club for so long as the user of said Certificate is so entitled.

Section 5. Converting to Full Membership

An active user of a Privilege Membership may apply for and be elected to become a member in the Club in the same manner as a non-member of the Club applies for and is elected to Membership.

The owner (as distinguished from the user) of a Privilege Certificate may present said Certificate for cancellation to the Board of Directors when any user thereof is elected to Membership. Upon cancellation of

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any Privilege Certificate the owner thereof shall be entitled to receive from the Corporation said amount as is then required by the Corporation to be paid said Corporation as an entrance fee by members.

Section 6. New Privilege Memberships

No new Privilege Memberships may be purchased.

Section 7. Rules, Regulations, Transfer Fees

Privilege Memberships are subject to all rules and regulations of "Full Memberships" including transfer fees.

ARTICLE VIII – SOCIAL MEMBERSHIPS

Section 1. Application

Applicants for Social Memberships shall make written application pursuant to Article V, [Club Membership], Section 3 of these By-Laws.

Section 2. Rights and Privileges

A Social Membership in this Club shall be entitled to all the privileges of the Club and use of any facilities, except the golf course, subject to payment of the membership fee and monthly dues as may be prescribed by the Board of Directors of this Club. Social Members shall be allowed the use of the golf course provided they do so as a guest of Full Members and pay the regular course fees as required of other guests for the same privileges.

Section 3. Property Rights

A Social Membership does not have property rights or interests, does not have any voting rights or any rights to hold office in this Corporation.

Section 4. Termination

Upon termination, a refund will not be made.

Section 5. Sell/Transfer

Memberships may not be sold or transferred.

ARTICLE IX - SENIOR MEMBERSHIP

Section 1. Requirements

Effective September 23, 2015, any regular Full Member the age of 70 years of age or older who has been a member in good standing for the number of years which, when added to the Member's age, will equal at least 90 may apply for a Senior Membership. For the purpose of this calculation, years as a Full Member will be total years and not continuous years

The Board of Directors of this Club may approve any qualifying member for the Senior Membership. Upon approval by the Board, the Full Member shall surrender his/her Proprietary membership.

Section 2. Application

Applicants for Senior Memberships shall make written application pursuant to Article V [Club Membership], Section 3 of these By-Laws. Acceptance into the Senior Membership shall be on a first come first served basis.

Section 3. Rights and Privileges

A Senior Member and spouse shall be entitled to all of the privileges of the Club and the use of any facilities, (Exception: Limited Golf Privileges see Section 4 below) subject to payment of the membership monthly charges of operation dues, capital dues, range fees, *cart fees and all other current fees and assessments. These monthly dues, fees and assessments shall be "frozen" in the amount effective on the date of approval by the Board of Directors of the member for the Senior Membership.

Section 4. Limited Golf Privileges

Senior Membership play is limited to the following:

- a. Tuesday through Friday full golf privileges.
- b. Extended Family discounts Tuesday through Friday only.
- c. Weekend and Monday holiday play only when paying regular green fees and only when playing with a golfing member. Each member is allowed one complimentary round per month of their choosing on a weekend or holiday.
- d. May compete in Acorn Club or Holiday Couples one-day tournaments with their complimentary round. Additional tournament fees will apply.
- e. No guest day privileges.

*Although cart fees for this membership are frozen at the time of approval, there may be a change in the cart fee to the member of the Senior Membership as follows:

If the member has a private cart, decides to sell their cart and joins the cart lease program, the Senior Member will pay the then current monthly cost to lease a cart. Said monthly cost will be frozen in the amount at the date of the lease. Conversely if the member decides not to have a cart at all, then the member will be charged the current quarterly cart minimum.

Senior Membership:

- a. Shall not pay any Food & Beverage quarterly minimum fee.
- b. Shall not be charged for any future assessments.
- c. Transfer fees associated with transferring from a Full Membership to a Senior Membership will not be required.

Section 5. No Property Rights

The Senior Membership does not have property rights or interests.

Section 6. Voting Rights/Club Offices

Senior Members are not entitled to vote or hold any official Oakdale Golf and Country Club office.

Section 7. Membership Limit

The Board of Directors of this club shall set the number of Senior Memberships issued, but in no event shall this membership exceed 50 active members at any one time.

Section 8. Termination

The privileges of the surviving spouse of a Senior Member shall cease upon one of the following:

- a. Death of the surviving spouse.
- b. His or Her resignation.

Section 9. Transfer to Surviving Spouse

A surviving spouse shall continue to be entitled to all of the privileges of the Senior Membership. He or she shall continue to pay the dues, fees and charges as established at the time of approval by the Board of Directors for the Senior Membership. However, the Senior Membership is non-transferable to others and cannot be pledged or encumbered.

ARTICLE X - BUSINESS MEMBERSHIPS

Section 1. Description

A Business Membership shall have a minimum of two (2) people from the business paying monthly dues to maintain the Business Membership status. In the event there are not two (2) people paying dues the membership must be converted to a Full Membership.

Section 2. Application

The number of persons playing on a Business Membership shall not increase, nor shall any more be sold after August 19, 1992.

Section 3. Rights and Privileges

Each dues paying member shall be entitled to all the privileges of the Club including use of golf facilities, clubhouse facilities and charge privileges subject to payment of the membership monthly charges of operations dues, capital dues, range ball fees and cart fees as may be prescribed by the Board of Directors of this Club.

Section 4. Property Rights

Business Memberships entitle property rights for one (1) designated owner per membership.

Section 5. Voting Rights

A Business Membership shall have one (1) person designated to act on the membership's behalf. Said designated person shall cast a single vote on behalf of the Business Membership and said designated person may hold office in the Corporation.

Section 6. Immediate Family Privileges

The members of the immediate family of an approved active user of a Business Membership (as 'immediate family' is hereinabove defined in these By-Laws, Article V [Club Membership], Section 8) shall also be entitled to the use and privileges of the Club for so long as the user of said Business Membership is so entitled.

Section 7. Transfer to Full Membership

Upon sale/lease of said business, the Business Membership must be converted to a Full Membership within 30 days. In the event of conversion of a Business Membership to a Full Membership, the membership can only be converted to the designated member in order to avoid a transfer fee. If transferred to anyone else the applicable transfer fee will apply under standard membership procedures, per Article XV [Transfer of Membership], Section 4.

ARTICLE XI – CORPORATE MEMBERSHIPS

Section 1. Application

Applicants for Corporate Memberships shall make written application pursuant to Article V (Club Membership), Section 3 of these By-Laws.

Section 2. Rights & Privileges

A Corporate Membership in this Club shall be entitled to all the privileges of the Club including use of golf club facilities, clubhouse facilities and charge privileges subject to payment of the membership fees equal to two times (2x) the monthly charges of dues required of full members. All other monthly usage fees and quarterly minimums, as may be prescribed by the Board of Directors of this Club, will be billed at the regular monthly rates.

- a) In addition to the above rights and privileges above, the Corporate member will receive eight (8) member passes per month that can be given to whomever they want; they do not count towards the guest play limitations. The passes have no restrictions on weekdays but cannot be used on weekends and holidays until after 1:00 PM; an exception will be that they can play in AM open play shotguns if there is a tournament shotgun in the afternoon. The passes must be used in the issued month and cannot be rolled over into the next month. Cart fees apply for member passes. The Corporate member does not have to be with the guests but are responsible for them as prescribed in the by-laws.

Section 3. Membership Limit

The Board of Directors of this club shall set the number of Corporate Memberships issued, but in no event, shall this membership exceed 10 Corporate memberships at any one time.

Section 4. Property Rights

Corporate Members have property rights, voting rights (the right to one (1) vote) and the right for one person to hold an office in the Corporation.

ARTICLE XII –YOUNG EXECUTIVE MEMBERSHIPS

Section 1. Application

Applicants for Young Executive Memberships shall make written application pursuant to Article V (Club Membership), Section 3 of these By-Laws. The Young Executive Membership must pay the Club one thousand (\$1,000) dollars of which five hundred (\$500) is a non-refundable deposit and the other five hundred (\$500) dollars is a refundable security deposit to be refunded after all debts are satisfied to the Club.

Section 2. Rights & Privileges

A Young Executive Membership in this Club is for an individual between the age of 21-35 that shall be entitled to all the privileges of the Club including use of golf club facilities, clubhouse facilities and charge privileges subject to payment of 70% of the monthly dues and other usage fees and minimums as may be prescribed by the Board of Directors of this Club. Only social privileges are granted to the family of the Young Executive Membership.

Section 3. Property Rights

A Young Executive Membership does not have property rights or interests, does not have any voting rights or any rights to hold office in this Corporation.

Section 4. Membership Limit

The Board of Directors of this club shall set the number of Young Executive Memberships issued, but in no event, shall this membership exceed 20 Young Executive memberships at any one time.

Section 5. Converting to Full Membership

The entire one thousand (\$1,000) can be applied to the purchase of another category of membership at any time before their thirty-sixth (36) birthdate. If the Young Executive Member does not join upon their thirty-sixth (36) birthdate the member will forfeit the non-refundable portion of the entry fee. The Young Executive may apply the non-refundable portion towards the purchase of another membership category

Section 6. Termination

Upon giving a 60 day writing notice of termination to the Board of Directors, and all debts are paid in full, the Young Executive Membership will be released from all obligations to the Club.

Section 7. Sell/Transfer

Young Executive Memberships may not be sold or transferred.

ARTICLE XIII - WEEKDAY MEMBERSHIP

Section 1. Application

Applicants for Weekday Memberships shall make written application pursuant to Article V (Club Membership), Section 3 of these By-Laws. The Weekday Membership must pay the Club one thousand (\$1,000) dollars of which five hundred (\$500) is a non-refundable deposit and the other five hundred (\$500) dollars is a refundable security deposit to be refunded after all debts are satisfied to the Club.

Section 2. Rights and Privileges

A Weekday Member and spouse shall be entitled to all of the privileges of the Club and the use of any facilities, limited golf privileges set in accordance with Section 3 below subject to payment of 65% of the membership monthly charges of operation and capital dues. The range fees, cart fees and all other current fees and assessments, as may be prescribed by the Board of Directors of this Club, will be billed at full rate.

Section 3. Limited Golf Privileges

Playing restrictions and privileges will be set by Board Policy.

Section 4. Property Rights

Weekday Members have no property rights, no voting rights or the right to hold an office in the Corporation.

Section 5. Membership Limit

The Board of Directors of this club shall set the number of Weekday Memberships issued, but in no event, shall this membership exceed 50 active members at any one time.

Section 6. Termination

Upon giving a 60-day written notice of termination to the Board of Directors, and all debts are paid in full, the Weekday Membership will be released from all obligations to the Club.

Section 7. Sell/Transfer

Weekday Memberships may not be sold or transferred. Proprietary and Senior Memberships wishing to transfer to Weekday Membership Category will be allowed to do so at a rate of one new sale or Social Member transfer to Weekday membership. Proprietary members will have first right.

ARTICLE XIV - FEES AND ASSESSMENTS

Section 1. Dues and Fees

All members of the Club shall be required to pay monthly dues and use fees specific to their membership category in the amounts set forth periodically by the Board of Directors. An affirmative vote of a majority of a quorum of the members in good standing is required if the dues increase shall exceed six percent (6%) per annum during any fiscal year. See Article IX [Senior Membership] for exceptions.

The use fees are: 1) range balls, 2) restaurant food and beverage minimum, 3) golf cart lease, 4) golf cart drive on, 5) golf cart storage, 6) golf club storage and 7) clothes lockers.

Section 2. Assessments

Each voting member shall be required to pay any assessment as may be established by a vote of a majority of a quorum of the voting members in good standing at a special or regular meeting.

Section 3. Payment of Dues and Fees

The dues and fees of all members shall be invoiced and payable in advance and are due by the last day of the month invoiced including all monthly charges incurred in the previous month. A finance charge of 1.5% will be charged on all unpaid past due accounts. (See Article XVII for non-payment of dues consequences)

Section 4. Payment of Assessments

The Board of Directors shall establish the time and manner of payment of any approved assessment.

The term "assessment" shall not be construed to mean dues and use fees otherwise approved by the Board of Directors.

ARTICLE XV– TRANSFER OF MEMBERSHIP

Section 1. Right to Transfer

Members of the Club who wish to transfer a membership must be in good standing at the time of transfer and shall comply with the Club's procedures and conditions for transfer.

Section 2. Written Notice

A Member wishing to transfer a membership shall deliver to the Club a written notice thereof, together with the Certificate of Membership of said person - properly endorsed.

Section 3. Club Right of Repurchase

This Corporation, through its Board of Directors, shall have a prior right for a period of sixty (60) days, to purchase the membership of any withdrawing member. The sixty (60) day period shall commence to run from the date that the Club has in its possession the written Notice of Intention to Transfer.

No member shall advertise his or her membership for sale prior to or during the sixty (60) day repurchase period hereinbefore provided without written approval. Any member violating this section shall be subject to suspension.

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If the Board of Directors elects to purchase the membership it shall pay the prevailing price as determined in Article XVII [Termination of Membership], Section 3 after deducting all transfer fees, taxes and indebtedness due to the Club, to the person or persons legally entitled to receive same. If the Board does not desire to exercise its right of purchase, or upon the expiration of the sixty (60) day period, the Board of Directors shall authorize the transfer of the Certificate of Membership to any person approved for membership in accordance with these By-Laws and upon the payment of any transfer fees and all indebtedness due the Club.

Section 4. Transfer Fee

The transfer fee shall be 40% of the price of which the membership was sold. The minimum transfer fee shall be \$1,000.00. The maximum transfer fee shall be \$4,000.00.

Section 5. Authorization

No transfer of membership shall be valid unless the Board of Directors has authorized the transfer. The Board shall not authorize any transfer of membership until all transfer fees and outstanding indebtedness due the Club have been paid.

Section 6. Exception to Transfer Fee

The Board of Directors, without exercising its rights of purchase, and without charging a transfer fee, will upon proper application for membership per these By-Laws authorize the transfer of memberships from:

- a) a spouse or a deceased spouse to a spouse or a surviving spouse,
- b) a parent or a deceased parent to an adult child.

Section 7. Executor Responsibilities

The personal representative or heirs of a deceased Full Member in good standing may affect a transfer of the decedent's membership in the same manner as set forth in the foregoing provisions Article V [Club Membership], Section 3 with payment of the transfer fee or Article XV [Transfer of Membership], Section 6 with no transfer fee. All monthly dues, assessments and fees shall continue to accrue against the membership.

Section 8. Failure to Notify Intent

In the event that personal representatives or heirs of the deceased member fails to notify the Club of their intent to transfer said membership within a period of six (6) months from the date of the deceased member's death, then the Board of Directors may, in writing, demand the delivery of the members' Certificate of Membership and shall have the power to purchase said Membership or authorize its transfer in accordance with the provisions of the foregoing sections of this Article.

If the Club purchases the membership the prevailing price shall be as determined in Article XVII, [Termination of Membership], Section 3 after deducting all transfer fees, taxes and indebtedness due to the Club.

Section 9. Assignment of Membership.

No membership or Certificate of Membership in the Corporation, except as herein provided, shall be assigned or transferred by any member to any other person, nor shall any assignee or transferee thereof become entitled to membership privileges or any right, title or interest in the Corporation, except as provided in these By-Laws. The Board of Directors may, by resolution, consent to the assignment or transfer of a membership, or Certificate of Membership, and to the acceptance of the assignees or transferee as a member of the Corporation after the required transfer fee has been paid and upon such terms and conditions as the Board of Directors may periodically determine.

ARTICLE XVI - CONDUCT OF MEMBERS, GUESTS AND VISITORS

Section 1. Compliance with Rules

All members, guests and visitors to the Club shall comply with the Board Policies, the By-Laws and other rules and regulations governing the use of the Club facilities as the Board of Directors shall periodically deem proper and so prescribe.

Section 2. Guest Debts and Liabilities

Members inviting guests or visitors shall be responsible for all debts incurred to the Club by said guests or visitors and for all damage and liability incurred by them while at the Club.

Section 3. Guest Privileges

No person shall be entitled to Club guest privileges except upon such terms and conditions as may be adopted by the Board of Directors.

Section 4. Non - Compliance to the Rules.

Members who fail to comply with the Board Policies, By - Laws and other rules and regulations may be subject to rebuke by the Board of Directors. This rebuke may be in the form of a letter of reprimand or a suspension of privileges to use the Club. The General Manager shall review the infraction and make a recommendation to the Board of Directors. The Board of Directors shall conduct their review in an executive meeting (private) to determine the final disposition. The General Manager or designee shall represent the Club and the decision will be final.

ARTICLE XVII – TERMINATION OF MEMBERSHIP

Section 1. Termination, Forfeiture, Suspension

The Board of Directors, by vote of a quorum thereof, shall have the right to terminate and forfeit, or suspend, the membership of any member of this Corporation for any inappropriate conduct on the membership's part which is likely, in the opinion of the Board of Directors, to endanger the welfare or best interest of the Corporation, or for any conduct in violation of the By-Laws or duly established rules of the Club, or for non-payment of dues or other indebtedness owing to the Club.

A membership will be suspended by the Board of Directors for non-payment of dues/assessments when said payments become ninety (90) days delinquent. The suspension may only be retracted if full payment of all amounts due is received within the subsequent ninety (90) days (known as the suspension period). Any suspended membership which is not retracted within the suspension period will be terminated per this Article. All dues, clubhouse minimums and assessments shall remain in effect during the suspension period.

Section 2. Written Notice

Written notice of hearing, including a general description of matters to be considered, shall be given by the Board of Directors to the membership involved not less than fifteen (15) days before the date of said hearing. The membership involved shall have the right to be heard, orally or in writing at said hearing. The mailing of the notice to the last known address of the membership shall constitute proper service of the notice required in this section.

Section 3. Rights and Privileges Forfeited

If a Full, Privilege, Business Membership or Corporate Membership is terminated by the Board of Directors, the Certificate of Membership shall be cancelled along with all rights and privileges including property rights

in the Corporation. All interests and privileges of said membership, shall be forfeited by said membership upon the payment to the membership of the prevailing price of the membership as established by the average of the last ten sales of memberships, less any outstanding charges, assessments, and customary fees and incurred losses, i.e. damage to carts, including all amounts of the indebtedness said membership owes the Corporation.

If the Board of Directors terminates a Senior, Social Membership or Young Executive, no compensation will be paid.

ARTICLE XVIII – BOARD OF DIRECTORS

Section 1. Board Members

There shall be a board of nine (9) directors of this Corporation. The term of office of each director shall be three years, commencing as of the date of the annual election meeting of the year in which the Director is elected. See Article XX [Meetings], Section 3 for election procedures.

Section 2. Vacancies on the Board

Vacancies in the Board of Directors, whether by resignation, death, suspension of membership, termination of membership or for other reasons shall be filled by appointment to be voted on by a quorum of the other Directors currently in office. Any person so appointed to fill a Board of Director vacancy shall fill said vacancy until the term for which said Director was elected expires.

The Board of Directors may declare the position of any Director to be vacant if said Director is absent at least three (3) consecutive regular Board Meetings

If any Officer of the Board resigns or dies or their membership in the Corporation is suspended or terminated, the Board of Directors shall elect another of said Board to fill the remaining term of said Officer.

Section 3. Directors Responsibilities and Powers

The Board of Directors shall have the power to:

- (a) appoint and remove at their discretion all appointive officers and all agents and employees of the Corporation, to prescribe their duties and to fix their compensation. However, they shall not, under any circumstances, enter into any contractual agreement with any employee or employees which shall extend for a period of more than three (3) years at a time.
- (b) establish entrance fees, monthly dues, use fees, green fees for guests and a minimum food and beverage fee for members,
- (c) purchase and dispose of property,
- (d) make improvements on property of the Corporation,
- (e) conduct, manage and control the affairs and business of this Corporation and to make rules and regulations not inconsistent with these By-Laws or with the laws of the State of California. However, this is not intended to authorize the Board of Directors to levy any assessments upon the membership without prior approval of said membership pursuant to Article XIV [Fees and Assessments], Section 2.
- (f) incur indebtedness on behalf of the Corporation and secure the indebtedness with property of the Corporation provided that any single expenditure on capital improvements in excess of four percent (4%)

of the Club's current annual budget shall have the approval of the majority of the voting members at any annual or special meeting called for that purpose.

Section 4. Corporation Audits

The Board of Directors shall require an "audit" of the Corporation's financial records at least every other fiscal year and shall require a "review" of the records in the intervening year.

ARTICLE XIX – OFFICERS

Section 1. Officers

The officers of this Corporation shall be a President, Vice-President, Secretary, Treasurer and other appointive officers as the Board of Directors may from time to time appoint.

Section 2. Election and Terms

The President, Vice-President, Secretary and Treasurer shall be elected by the Board of Directors at each annual election meeting. Each officer shall hold office for the period of one (1) year or until his successor is elected. (See also Article XX [Meetings], Section 3 for elections).

Section 3. President

The President shall preside over all meetings of the Board of Directors and its members. The President shall have, subject to the advice of the Directors, direction of the affairs of the Corporation and generally shall discharge all such duties as may be required by the Board of Directors. The President may serve two non-consecutive terms (one year each), unless appointed by the Board of Directors to complete a departing president's term.

Section 4. Vice-President

The Vice-President shall preside over all meetings of the Board of Directors and its members at which the President is absent and shall have power to perform all duties of the President in absence of said President. The Vice-President shall also discharge any other duties as may be required by the Board of Directors.

Section 5. Secretary

The Secretary shall keep a record of the meetings and minutes of the Board of Directors and of meetings of the members. The Secretary shall keep all other records of the Corporation required by the Board of Directors and shall receive and serve all notices required to be served on either Directors or members. The Secretary shall also discharge any other duties as may be required by the Board of Directors.

Section 6. Treasurer

The Treasurer shall be the chairperson/co chairperson of the Finance Committee.
The Treasurer shall also discharge other duties as may be required by the Board of Directors.

ARTICLE XX – MEETINGS

Section 1. Regular Board Meetings

All regular meetings of the Board of Directors shall be held on the next to last Wednesday of each month and shall be open to all of the members of the Corporation.

Section 2. Meetings Called by the Board

The Board of Directors shall hold meetings at times as they deem necessary or may be deemed necessary by the President of the Corporation.

Section 3. Annual Election Meeting

An annual election meeting of the voting members of the Corporation shall be held on the second Tuesday of October of each year.

Three (3) Directors shall be elected at said annual election meeting by secret ballot of the voting members of the Corporation in good standing but no Director shall be elected for more than two consecutive three-year terms.

Said newly elected Directors shall take office at a meeting immediately following the election. (See also Article XIX, [Officers], Section 2 for election of officers).

Absentee ballots may be obtained for the election of Directors and other items to be voted upon twenty (20) days prior to said annual election meeting and /or special voting meetings. The absentee ballots shall be returned to the Secretary of the Corporation prior to the date of said annual election meeting or special voting meeting.

The Secretary of the Corporation shall attest to the ballot count for newly elected board members and for any other issue being voted on. The results shall be posted throughout the Club.

Section 4. Annual Corporation Meeting

The Board of Directors shall hold an annual meeting of the Corporation each year on the regularly scheduled Board meeting date in October following the annual election meeting.

Section 5. Special Meetings

Special meetings of this Corporation may be called by the Board of Directors, the President of the Corporation or by petition of five percent (5%) or more of the members of the Corporation.

Section 6. Quorums

Membership: Fifty (50) voting members present, in good standing shall constitute a quorum for the transaction of business at the annual election meeting or special meetings of the Corporation, provided however, that at any meeting where less than one third (1/3) of the total voting power of the Corporation is present, the only matters that may be voted upon are those the general nature of which was described in the Notice of Meeting.

Directors: Five (5) Directors shall constitute a quorum for the transaction of business at any Directors' meeting, except where otherwise provided by law or these By-Laws.

Section 7. Notices for Meetings

Notice of annual and special meetings shall be given to all members by printed notice, by letter or by Club publication which shall set forth the place, date and time of said meeting, not less than twenty (20) days nor more than ninety (90) days before the date of said meeting

For special meetings of the Directors, the President or five (5) of the Directors may call or cause to be called a Special Board Meeting at any time. Notice of said called meetings shall be given personally or by telephone to each member of the Board of Directors or may be given by written or printed notice to each Director or mailed to each Director at his or her last known place of address.

Two (2) days advanced notice of said meeting shall be given to each Director (four (4) days notice if mailed); provided further that whenever all the directors are present at any meeting, however called, or consent in writing that said meeting be held, the proceeding there at shall be as valid as though due notice of said meeting had been given.

Section 8. Voting

At regular, annual and special meetings of the voting memberships of this Corporation, each voting membership in good standing shall be entitled to one vote upon all propositions coming before said meeting, provided said membership is in attendance or has previously executed an absentee ballot via electronically or by paper ballot.

ARTICLE XXI – AMENDMENT TO BY-LAWS

Section 1. Amendment Notice

Amendments of these By-Laws shall be made only after thirty (30) days notice has first been given in writing to all voting members in good standing, setting forth the full text of the proposed amendment and stating the time and place of the meeting at which said amendment shall be considered and voted upon by the Board of Directors (Section 2a) or by a quorum of the membership (Section 2b).

Section 2. Authority to Amend

These By-Laws may be amended or repealed in whole or in part and new By-Laws adopted as follows:

- a) By the Board of Directors: authority to amend or repeal these By-Laws in whole or in part is hereby given and delegated to the Board of Directors except to make changes or additions to Article V, Club Membership, Sections 1 and 2, and Article XIV, Fees and Assessments. This delegation shall in no way limit the rights of members as set out in Section 2b) of this Article and is subject to the rights of the members to revoke this delegation. The Board of Directors shall adopt no By-Laws which modify the number or term of office of Directors, increases the quorum, repeals, restricts, creates, or expands proxy rights, or restricts or eliminates the power of the Board of Directors to adopt, amend or repeal By-Laws, or,
- b) By the Members: by a vote of the majority of a quorum of voting members in good standing at any meeting of shareholders (See Article XX [Meetings], Section 5) where a quorum is present.

Section 3. Meaning of By-Laws

On all questions as to the construction, meaning and intent of these By-Laws, the decision of the Board of Directors shall be final and conclusive.

ARTICLE XXII – COMMITTEES

Section 1. Standing Committees

Standing Committees: The standing committees of the Club shall consist of the following: Membership, Finance, House, Greens, Social, Tournament, Human Resources/Safety/Security, Golf Course Operations and Carts and Long Range Planning. The chairpersons and co chairpersons of each standing committee shall be a Board member appointed by the President. Committee members shall consist of as many members as deemed necessary and proper by the President and chairperson.

Section 2. Membership Committee

This Committee shall review the nominations of persons for membership in this Club and make recommendations to the Board of Directors in accordance with the provisions of Article V [Application for Membership], Section 3 herein. The names of the Membership Committee and deliberations thereof shall be confidential.

Section 3. Finance Committee

This Committee shall review the monthly financial reports, financial policies of the Club and make recommendations to the Board of Directors. The Committee and the General Manager shall annually review and present to the Board of Directors a proposed budget of expenditures recommending specific appropriations for each department and other activities, functions and programs of the Club.

Section 4. House Committee

This Committee shall in conjunction with the General Manager formulate rules and make recommendations to the Board of Directors for governing the use of the Clubhouse facilities by members and guests. The House Committee responsibilities shall include the clubhouse, locker rooms, fixtures, furnishings and the parking area. It shall have the authority and responsibility to recommend to the Board of Directors all necessary provisions for the proper maintenance and operation of said buildings.

Section 5. Greens Committee

This Committee shall in conjunction with the General Manager and the Course Superintendent work on matters affecting the maintenance of the course including any facilities thereon. The committee shall make recommendations to the Board of Directors about any action pertaining to the up-keep and maintenance of the golf course fairways, greens, trees, shrubs, flower beds, roads, cart paths, walks and maintenance areas on the Club premises.

Section 6. Social Committee

This Committee shall in conjunction with the General Manager recommend to the Board of Directors entertainment events relative to dances, dinners, house games, holiday and special member events and other social functions sponsored by the Club. This shall be done for the purpose of developing good social relations and fellowship among the members of the Club.

Section 7. Tournament Committee

This Committee shall in conjunction with the General Manager and Golf Professional and with the approval of the Board of Directors arrange and conduct all Club tournaments, invitationals, exhibitions and other special sport and athletic events. The Committee in conjunction with the Golf Professional shall notify members as to the dates and conditions pertaining to said events and shall assist in formulating special tournament rules for members and spectators. Said committee shall submit the annual tournament calendar to the General Manager by a designated date. The Committee shall participate in settling rule and regulations differences, if called upon to do so. All handicap chairpersons shall be a part of this committee

Section 8. Human Resources/Safety/Security Committee

This Committee shall in conjunction with the General Manager address Human Resources, Safety and Security matters and make recommendations to the Board of Directors. The Committee shall periodically review the Clubs' safety procedures and manuals.

Section 9. Golf Course Operations/Carts Committee

This Committee shall in conjunction with the General Manager and the Golf Professional address areas of business related to the Pro Shop, Carts and other duties as assigned and make recommendations to the Board of Directors.

The Committee shall in conjunction with the General Manager review the Board Policies of the golf course and make recommendations to the Board of Directors.

The Committee shall have jurisdiction over all golf carts used on the Club premises whether Club or member owned and whether stored at the course or driven on to the course. The Committee shall make a periodic

review of operating costs and expenses relating to the carts and recommend regulations respecting the use thereof to the Board of Directors.

Section 10. Long Range Planning Committee

The chair of the LRP Committee shall be a person who is currently on the Board of Directors (Board). The co-chair of the Committee shall also be a Board member of OGCC. If at all possible the chair should serve in that capacity for at least two years. Total membership on the LRP Committee shall not exceed 11 members. At least three of the eleven members should be past Board presidents. Minutes shall be kept and then maintained by OGCC staff for a period of ten years.

The primary charge of the LRP Committee is to recommend to the Board of Directors a one-three-five-year plan for the expansion, improvement and/or amelioration of all OGCC facilities, golf course and other areas as specified by the Board. The Plan recommended by the LRP Committee should be approved and adopted for action by the Board of Directors. Once approved and adopted it shall be called the OGCC “Plan of Action”.

The Plan that is recommended to the Board shall: a) prioritize the projects, b) provide a best estimate of cost for each project, c) provide the best debt service mechanism, d) provide a summary of the feedback received from the membership, and e) an estimated timeline for the completion of the projects recommended.

The adopted Plan of Action shall only be changed when: a) it goes back to the current LRP Committee for review and written comment as to why the proposed change is being recommended, and b) the Board also makes written comments as to the cause to change and/or alter the Plan.

Section 11. Special Committees

The President of the Board of Directors may constitute and appoint such other and further committees as may be necessary from time to time to further and promote the objects and purposes of the Club. The membership, duties, powers and authority of such special committees shall be fixed and determined by the Officers or Directors appointing the same. Past Presidents may meet at the request of the Board of Directors to provide input and continuity.

a) **Nomination Committee:**

This Committee shall identify, and recruit candidates, interested in becoming members of the Board of Directors to ensure that a strong slate is presented to the general membership on an annual basis.

This Committee shall also work with the General Manager to provide oversight of the election process which includes, but is not limited to, communications, ballot dissemination and tally, as well as confirmation of election results.

b) **Communications Committee:**

This Committee shall work to ensure that meaningful and timely communication between the Board of Directors, staff and general membership is in effect on a continuous basis. This Committee shall provide oversight to the process relating to the preparation and dissemination of club periodicals, general correspondence, special notices and other notifications where information flow is essential to the club operations.

ARTICLE XXIII – CAPITAL IMPROVEMENT FUND ACCOUNT

Section 1. Purpose

This fund is hereby established to provide for future capital (non-operational) improvement expenditures.

BY-LAWS OF THE OAKDALE GOLF & COUNTRY CLUB

The Club shall retain a) the transfer fee from the sale of each membership, b) a portion of each membership's monthly dues, designated as capital dues and c) capital assessments funds. Said funds shall be collected and transferred to this account and shall be expended solely for capital improvements excepting said funds may be expended for Senior Membership conversions per Article IX, Section 1 of these By-Laws.

The Board of Directors shall periodically determine the amount of the transfer fees and the monthly capital dues.

CERTIFICATION BY CORPORATION SECRETARY

CERTIFICATION

KNOW ALL PERSONS BY THESE PRESENT: I, the undersigned, the duly elected and acting Secretary of the Oakdale Golf and Country Club, a California Nonprofit Mutual Benefit Corporation, do hereby certify:

That the approved and adopted By-Laws of the Oakdale Golf and Country Club dated May 23, 2018 were amended by the Board of Directors at the regularly scheduled meeting on May 23, 2018. I also hereby certify that in accordance with the Club By-Laws each member was notified prior to the vote and that there were not any written or verbal protests to the proposed amendment.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Corporation, this 23rd day of May 2018.

Secretary _____
Jack Roudebush