



# MEMBERSHIP BYLAWS

## **MEMBERSHIP BYLAWS KEY POINTS**

### **THE CLUB FACILITIES**

Tempest Golf Club (the “Club”) is a golf course facility located in beautiful East Texas, in the Tempest development conveniently located near Interstate 20, exit 583 (the “Community”). The Club facilities include an eighteen (18) hole golf course, practice driving range, putting & chipping green clubhouse with dining, and an event lawn for private special events or parties, and such other property and facilities as the Club may make available (collectively, the “Club Facilities”).

### **BYLAWS**

The Club Bylaws (the “Bylaws”) set forth the current membership benefits and opportunities to be provided to the Members of the Club.

### **MEMBERSHIP CLASSIFICATIONS AND CATEGORIES**

The Club currently offers five (10) general categories of membership in the Club:

#### **Classification of memberships:**

- Full Individual Golf Membership
- Full Family Golf Membership
- Full Individual Senior Golf Membership
- Full Family Senior Golf Membership
- Full Individual Junior Golf Membership
- Full Junior Provisional Golf Membership
- Full Non-Resident Golf Membership
- Full Corporate Golf Membership
- Sports Membership
- Social Membership

The benefits and use privileges provided to the Members under each category of membership are described more fully in the Bylaws.

### **MEMBERSHIP BENEFITS HIGHLIGHTS**

- **Immediate Family Privileges.** The Member’s Spouse (or the significant other of an unmarried Member) and their unmarried children under the age of twenty-three (23) who are living at home, attending school on a full-time basis or in the military, are allowed the same usage privileges enjoyed by the Member.
- **Extended Family Privileges.** The parents, and the adult children and grandchildren of the Member or his or her Spouse, and their respective Spouses, are allowed the same usage privileges, subject to availability, enjoyed by the Member, upon the payment of reduced greens fees and other applicable fees. Extended Family members must be accompanied by the Member.
- **No Assessments.** Members are not subject to operating or capital assessments.

- **Sale of Club.** In the event that the Club desires to sell all or substantially all of the Club Facilities, the Members have the opportunity to negotiate and execute a purchase and sale agreement with the Owner, subject to the terms in the Bylaws.
- **Exchange of Membership Privileges.** Members may arrange through the Club to exchange their membership privileges and respective dues obligations with those of another Club Member, subject to the terms and conditions of the Bylaws.
- **Legacy Transfer.** Members can transfer their membership through the Club to an adult child, subject to the terms and conditions of the Bylaws.
- **Transfer Upon Sale of Property in Community.** Members who own property in the Community may transfer their membership through the Club to the subsequent purchaser of the property as provided in these Bylaws.
- **Inheritability.** Upon the death of a Member, the membership can be transferred to the Member’s surviving Spouse or adult child as provided in these Bylaws.
- **Club Newsletter.** Members will receive an electronic newsletter containing information about events and activities at the Club and other items of interest to Members, such as the member roster, and the rules and regulations for the Club. All member information will be located in the “Member Only” section of the Club website.

The benefits listed above represent only a portion of the many outstanding membership benefits currently offered by the Club. The Club reserves the right to change, amend or eliminate any portion of the membership benefits from time to time as provided in the Bylaws.

**CAREFULLY REVIEW ALL  
MEMBERSHIP DOCUMENTS**

Every person who desires to obtain a membership should carefully read the Bylaws, Membership Agreement, Rules and Regulations, and Schedule of Dues, Fees and Charges (the “Membership Documents”), and should seek professional advice to evaluate the Membership Documents.

**RELY ONLY ON  
INFORMATION IN THE  
MEMBERSHIP DOCUMENTS**

THE MEMBERSHIP DOCUMENTS SET FORTH ALL REPRESENTATIONS AND TERMS CONCERNING MEMBERSHIPS IN THE CLUB. NO PERSON HAS THE AUTHORITY TO MAKE ANY ADDITIONAL REPRESENTATION, MODIFICATION, CONDITION OR PROVIDE ADDITIONAL INFORMATION CONCERNING THE MEMBERSHIP DOCUMENTS AND, IF PROVIDED, THE INFORMATION MAY NOT BE RELIED UPON AS HAVING

BEEN AUTHORIZED BY THE CLUB. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF MEMBERSHIP CONTAINED IN THE BYLAWS, RULES AND REGULATIONS AND MEMBERSHIP AGREEMENT WITH OTHER PRINTED MATERIALS OR ANY OTHER DOCUMENT, THE BYLAWS, RULES AND REGULATIONS AND MEMBERSHIP AGREEMENT SHALL GOVERN.

**MEMBERSHIPS AT THE CLUB ARE OFFERED ONLY FOR RECREATIONAL PURPOSES**

MEMBERSHIPS AT THE CLUB ARE BEING OFFERED EXCLUSIVELY FOR THE PURPOSE OF PERMITTING MEMBERS THE RECREATIONAL USE OF THE FACILITIES. MEMBERS HAVE NO OWNERSHIP OR OTHER INTEREST IN THE CLUB. MEMBERSHIPS SHOULD NOT BE VIEWED AS AN INVESTMENT AND NO MEMBER SHOULD EXPECT TO DERIVE ANY ECONOMIC PROFITS FROM MEMBERSHIP AT THE CLUB.

NO FEDERAL OR STATE AUTHORITY HAS PASSED UPON OR ENDORSED THE MERITS OF THE BYLAWS OR OTHER MEMBERSHIP DOCUMENTS.

**APPLICATION PROCEDURE**

A person may become a Member by submitting to the Membership Director a fully completed and signed Membership Agreement, along with a check for the required Initiation Fee pursuant to the terms of the Bylaws. Upon acceptance by Club, the new Member will receive the Membership Agreement signed by the Club.

**INQUIRIES AND QUESTIONS TO MEMBERSHIP DIRECTOR**

All inquiries or questions regarding membership in the Club, the Bylaws or the Membership Documents should be directed to the Club. You may call Ted Staats at 704-860-2854 or visit the Club, located at 568 Wilkins Rd, Gladewater TX 75647. Also, please visit our website located at [tempestgolfclub.com](http://tempestgolfclub.com) for more exciting information about the Club.

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## I.

### **CLUB MEMBERSHIP AND FACILITIES**

#### ***1. CLUB MEMBERSHIP***

Membership in Tempest Golf Club offers the use of golf, dining and other social facilities. The terms and privileges of membership in the Club and the policies and procedures under which the Club is operated are described in these Bylaws, the Rules and Regulations, the Membership Agreement, and Schedule of Dues, Fees and Charges, which are subject to change from time to time in the discretion of the Owner. The Club may, at its option, construct swimming facilities for use by the Members.

#### ***2. CLUB FACILITIES***

The Tempest Golf Club (the “Club”) is situated in beautiful East Texas at 568 East Wilkins Road, Gladewater, Texas 75657. The following facilities will be available to the Members, their Immediate Family and guests upon completion of construction:

- Eighteen-hole golf course redeveloped by Jeffrey Brauer of GolfScapes, in conjunction with Peter Dejak, Signet Golf Associates of Pinehurst, N.C.
- Practice Driving Range, putting green, chipping green
- Expanded Clubhouse
- Event Lawn for private special events or parties

The facilities, together with such other property and facilities as the Owner may make available, shall collectively be referred to as the “Club Facilities.”

#### ***3. CLUB OWNERSHIP AND OPERATION***

The Club is owned and operated by Tempest Golf Club, LLC, a Texas limited liability company and/or its affiliates or successors and assigns (the “Owner”). The Club and Owner are sometimes hereinafter collectively referred to as the “Club.”

#### ***4. ADDITIONAL FACILITIES***

The Club may, in its sole discretion, expand, eliminate or modify the Club Facilities or add additional facilities as it determines appropriate from time to time, either on or off-site. The Club shall determine the additional memberships in the Club to be made available in the categories of memberships which are provided additional facilities.

## II.

### MEMBERSHIP CATEGORIES AND PRIVILEGES

#### ***1. MEMBERSHIP CATEGORIES AND PRIVILEGES***

The Club currently offers the following categories of membership, most of which are available as an Individual or Family Membership in the Club. The membership privileges currently associated with each category of membership are as follows:

- **Full Individual Golf Membership.** A Full Individual Golf Membership entitles the Member to full use of all Club Facilities and amenities of the Club, including no payment for Greens Fees, Member Charging Privileges, Tee Times 14 days in advance, Member Club Tournaments, Men's and Women's Golf Association, Available Yearly Range Programs, Available Yearly Cart Programs, Available Yearly Lockers, Available Handicap Program, Members Only Walking Privileges, Junior Golf Camps, 10% Merchandise Discount, Member Social Events, Member Appreciation, Social Gatherings, Monthly Member Specialty Dinners, Complimentary Use of Azalea Meeting Room, Men's & Ladies Golf Clinics, Monthly Club Sponsored Clinics, Pool Access (when completed), Walking Privileges, Special Rate to reserve the Magnolia Banquet Room.

Full Individual Golf Members *are entitled to have guests at Special Member Guest Rates*, as established by the Club.

Full Individual Golf Member will be responsible for all other fees and charges incurred, including all golf cart fees, guest fees, food and beverage charges and reduced green fees incurred by their guest.

- **Full Family Golf Membership.** Full Family Golf Membership is available as an option to Full Individual Golf Membership. Prospective members may elect this option at the time of application and Full Individual Golf Members may elect to upgrade their individual membership at any time. Once this option is selected, the prospective member or current individual member becomes a Full Family Golf Member. Full Family Golf Members are entitled to all of the benefits of Full individual Golf membership and entitles the Member's Spouse (or the significant other of an unmarried Member as designated by the Full Family Member) and their unmarried children as designated by the Full Family Member under the age of twenty-three (23) who are living at home, attending school on a full-time basis or in the military. A Full Family Golf Membership entitles the family Members to full use of all Club Facilities and amenities of the Club, including no payment for Greens Fees, Member Charging Privileges, Tee Times 14 days in advance, Member Club Tournaments, Men's and Women's Golf Association, Available Yearly Range Programs, Available Yearly Cart Programs, Available Yearly Lockers, Available Handicap Program, Members Only Walking Privileges, Junior Golf Camps, 10% Merchandise Discount, Member Social Events, Member Appreciation, Social Gatherings, Monthly Member Specialty Dinners, Complimentary Use of Azalea Meeting Room,



Men's & Ladies Golf Clinics, Monthly Club Sponsored Clinics, Pool Access (when completed), Walking Privileges, Special Rate to reserve the Magnolia Banquet Room.

Full Family Golf Members *are entitled to have guests at Special Member Guest Rates.*

The Full Family Golf Member will be responsible for all other fees and charges incurred, including all golf cart fees, guest fees, food and beverage charges and reduced green fees incurred by their guest.

- **Full Individual Senior Golf Membership.** Any Person who is sixty (60) years of age or older is eligible to apply for a Full Individual Senior Golf Membership. A Full Senior Golf Membership entitles the Member to full use of all Club Facilities and amenities of the Club, including no payment for Greens Fees, Member Charging Privileges, Tee Times 14 days in advance, Member Club Tournaments, Men's and Women's Golf Association, Available Yearly Range Programs, Available Yearly Cart Programs, Available Yearly Lockers, Available Handicap Program, Members Only Walking Privileges, Junior Golf Camps, 10% Merchandise Discount, Member Social Events, Member Appreciation, Social Gatherings, Monthly Member Specialty Dinners, Complimentary Use of Azalea Meeting Room, Men's & Ladies Golf Clinics, Monthly Club Sponsored Clinics, Pool Access (when completed), Walking Privileges, Special Rate to reserve the Magnolia Banquet Room.

Full Individual Senior Golf Members *are entitled to have guests at Special Member Guest Rates.*

Full Individual Senior Golf Member will be responsible for all other fees and charges incurred, including all golf cart fees, guest fees, food and beverage charges and reduced green fees incurred by their guest.

- **Full Family Senior Golf Membership.** Any Person who is sixty (60) years of age or older is eligible to apply for a Full Family Senior Golf Membership entitles the Member and Spouse (or the significant other of an unmarried Member as designated by the Full Family Member), full use of all Club Facilities of the Club. A Full Family Senior Golf Membership entitles the family Members to full use of all Club Facilities and amenities of the Club, including no payment for Greens Fees, Member Charging Privileges, Tee Times 14 days in advance, Member Club Tournaments, Men's and Women's Golf Association, Available Yearly Range Programs, Available Yearly Cart Programs, Available Yearly Lockers, Available Handicap Program, Members Only Walking Privileges, Junior Golf Camps, 10% Merchandise Discount, Member Social Events, Member Appreciation, Social Gatherings, Monthly Member Specialty Dinners, Complimentary Use of Azalea Meeting Room, Men's & Ladies Golf Clinics, Monthly Club Sponsored Clinics, Pool Access (when completed), Walking Privileges, Special Rate to reserve the Magnolia Banquet Room.

Full Family Senior Golf Members *are entitled to have guests at Special Member Guest Rates.*

The Full Senior Family Golf Member will be responsible for all other fees and charges incurred, including all golf cart fees, guest fees, food and beverage charges and reduced green fees incurred by their guest.

- **Full Individual Junior Golf Membership.** Any Person who is thirty-five (35) years of age or younger is eligible to apply for a Full Individual Junior Membership. Full Individual Junior Membership allows the Member to defer a portion of the Initiation Fee until the Member's thirty-sixth (36<sup>th</sup>) birthday. A Full Individual Junior Golf Membership entitles the Member to full use of all Club Facilities and amenities of the Club, including no payment for Greens Fees, Member Charging Privileges, Tee Times 14 days in advance, Member Club Tournaments, Men's and Women's Golf Association, Available Yearly Range Programs, Available Yearly Cart Programs, Available Yearly Lockers, Available Handicap Program, Members Only Walking Privileges, Junior Golf Camps, 10% Merchandise Discount, Member Social Events, Member Appreciation, Social Gatherings, Monthly Member Specialty Dinners, Complimentary Use of Azalea Meeting Room, Men's & Ladies Golf Clinics, Monthly Club Sponsored Clinics, Pool Access (when completed), Walking Privileges, Special Rate to reserve the Magnolia Banquet Room.

Full Individual Golf Members *are entitled to have guests at Special Member Guest Rates.*

Full Individual Golf Member will be responsible for all other fees and charges incurred, including all golf cart fees, guest fees, food and beverage charges and reduced green fees incurred by the guest.

On or before their thirty-sixth (36<sup>th</sup>) birthday, Full Individual Junior Members must pay the deferred portion of the Initiation Fee, which shall be the difference between the amount of the Initiation Fee paid by the Full Individual Junior Member at the time the Member originally joined the Club and the amount of the Initiation Fee in effect for Full Golf Membership on the date the Full Individual Junior Member originally joined the Club. If the balance of the Initiation Fee is not paid by the Member's thirty-sixth (36<sup>th</sup>) birthday, the Full Individual Junior Membership shall terminate on the Member's thirty-sixth (36<sup>th</sup>) birthday.

- **Full Family Junior Golf Membership.** Any Person who is thirty-five (35) years of age or younger is eligible to apply for a Full Family Junior Membership category. Full Family Junior Golf Membership allows the Member to defer a portion of the Initiation Fee until the Member's thirty-sixth (36<sup>th</sup>) birthday. A Full Family Junior Golf Membership entitles the Member's Spouse (or the significant other of an unmarried Member as designated by the Full Family Member) and their unmarried children as designated by the Full Family Junior Golf Member under the age of twenty-three (23) to full use of all Club Facilities and amenities of the Club, including no payment for Greens Fees, Member Charging Privileges, Tee Times 14 days in advance, Member Club Tournaments, Men's and Women's Golf Association, Available Yearly Range Programs, Available Yearly Cart Programs, Available Yearly Lockers, Available Handicap Program, Members Only Walking Privileges, Junior Golf Camps, 10% Merchandise Discount, Member Social Events, Member Appreciation, Social Gatherings, Monthly

Member Specialty Dinners, Complimentary Use of Azalea Meeting Room, Men's & Ladies Golf Clinics, Monthly Club Sponsored Clinics, Pool Access (when completed), Walking Privileges, Special Rate to reserve the Magnolia Banquet Room.

Full Family Junior Golf Members *are entitled to have guests at Special Member Guest Rates.*

Full Family Golf Member will be responsible for all other fees and charges incurred, including all golf cart fees, guest fees, food and beverage charges and reduced green fees incurred by their guest.

On or before their thirty-sixth (36<sup>th</sup>) birthday, Full Individual Junior Golf Members must pay the deferred portion of the Initiation Fee, which shall be the difference between the amount of the Initiation Fee paid by the Full Individual Junior Golf Member at the time the Member originally joined the Club and the amount of the Initiation Fee in effect for Full Golf Membership on the date the Full Individual Junior Golf Member originally joined the Club. If the balance of the Initiation Fee is not paid by the Member's thirty-sixth (36<sup>th</sup>) birthday, the Full Individual Junior Membership shall terminate on the Member's thirty-sixth (36<sup>th</sup>) birthday.

- **Full Junior Provisional Golf Membership.** Any Person who is between eighteen (18) and twenty-one (21) years of age or younger is eligible to apply for a Full Junior Provisional Membership. Provisional Membership allows the Member to defer a portion of the Initiation Fee until the Member's twenty-second (22<sup>nd</sup>) birthday. Full Junior Provisional Golf Membership entitles the Member to full use of all Club Facilities of the Club, Provisional Members are eligible to reserve starting times in accordance with the Rules and Regulations, will have charging privileges and are eligible to participate in Member golf tournaments at the Club. On or before their twenty-second (22<sup>nd</sup>) birthday, Full Junior Provisional Golf Membership must pay the deferred portion of the Initiation Fee, which shall be the difference between the amount of the Initiation Fee paid by the Provisional Member at the time the Member originally joined the Club and the amount of the Initiation Fee in effect for **Full Individual Junior Golf Membership** on the date the Provisional Member originally joined the Club. If the balance of the Initiation Fee is not paid by the Member's twenty-second (22<sup>nd</sup>), the Full Junior Provisional Golf Membership shall terminate on the Member's twenty-second (22<sup>nd</sup>) birthday.

Full Junior Provisional Membership requires that the parent(s) sign as the guarantor on the membership Account. Membership will be listed in the parent(s) name.

- **Full Non-Resident Golf Membership.** Any Person that has their primary residence outside a 50-mile radius of the Club is eligible to apply for a Full Non-Resident Golf Membership. Full Non -Resident Golf Memberships will have all privileges as a Full Family Golf Membership. This membership is nontransferable and nonrefundable.

A Full Golf Membership entitles the Member's Spouse (or the significant other of an unmarried Member as designated by the Full Family Member ) and their unmarried

children as designated by the Full Family Member under the age of twenty-three (23) who are living at home, attending school on a full-time basis or in the military. A Full Family Golf Membership entitles the family Members to full use of all Club Facilities and amenities of the Club, including no payment for Greens Fees, Member Charging Privileges, Tee Times 14 days in advance, Member Club Tournaments, Men's and Women's Golf Association, Available Yearly Range Programs, Available Yearly Cart Programs, Available Yearly Lockers, Available Handicap Program, Members Only Walking Privileges, Junior Golf Camps, 10% Merchandise Discount, Member Social Events, Member Appreciation, Social Gatherings, Monthly Member Specialty Dinners, Complimentary Use of Azalea Meeting Room, Men's & Ladies Golf Clinics, Monthly Club Sponsored Clinics, Pool Access (when completed), Walking Privileges, Special Rate to reserve the Magnolia Banquet Room

Full Non-Resident Golf Members *are entitled to have guests at Special Member Guest Rates.*

The Full Non-Resident Golf Member will be responsible for all other fees and charges incurred, including all golf cart fees, guest fees, food and beverage charges and reduced green fees incurred by the guest.

- **Full Corporate Golf Membership.** A Full Corporate Golf Membership may be issued in the name of an Authorized Entity, as defined below. The purchase of a Full Corporate Golf Membership and the naming of the initial Designee, as defined below, must be authorized in writing by an officer or director of the Authorized Entity. A Full Corporate Golf Membership shall entitle the Authorized Entity to specifically name a Primary Designee and up to four (4) additional individual Designated Players (collectively, the "Designees") to have the rights and privileges of the Full Family Golf Membership acquired by the Authorized Entity, and subject to the following conditions and restrictions: Designees must be employees of the Company that has the Full Corporate Golf Membership:

*Primary Designee.* The Authorized Entity is required to pay one hundred percent (100%) of the then current Initiation Fee for the category of membership selected for the first Designee named under the Full Corporate Golf Membership (the "Primary Designee").

- ◆ *Designated Players.* The Authorized Entity is required to pay fifty percent (50%) of the then current Initiation Fee for the category of membership selected for each of the other Designees named under the Corporate Membership (the "Designated Players"). The Authorized Entity may have a maximum of four (4) Designated Players per Corporate Membership.
- ◆ *Change of Designee.* The name of a Designee entitled to use a Full Corporate Golf Membership may be changed to another individual upon written request by an officer of the Authorized Entity, subject to approval by the Club and payment of the current change of Designee fee, as set forth in the Schedule of Dues, Fees and Charges. The change of Designee fee shall not exceed twenty percent (20%)

of the current full Initiation Fee for the selected category of membership. It is the Owner' intent that the Authorized Entity holding the Corporate Membership shall name, as a Designee, only a bona fide employee, director, or officer of the corporation.

- ◆ *Dues.* The Authorized Entity and each Designee shall be responsible for the payment of the monthly Full Golf Membership dues for each Designee.
- *Authorized Entity.* An "Authorized Entity" is one which is duly organized under the laws of any State. The Designee and the Authorized Entity holding the Full Corporate Golf Membership are jointly and severally responsible for all debts and charges incurred by such Designee and his or her Family and guests.
- **Sports Membership.** A Sports Membership entitles a Member and their Immediate Family to the same usage of the Club Facilities as available to the Full Golf Memberships, except their use of the golf course is subject to the payment of a reduced green fee, established by the Club, for each time they play.

The Sports Member will be responsible for all other fees and charges incurred, including all golf cart fees, guest fees, food and beverage charges and reduced green fees incurred by their guest.

- **Social Membership.** All Owners of a Unit within the Community shall be issued and required to maintain during their period of ownership of a residence in the Community a "Social Membership" in the Club. Any Person who is not the owner of real property in Community is eligible to apply for a Social Membership, upon approval, their Membership Application and the Club's receipt of the applicable Initiation Fee. A Social Membership entitles the Member to full use of the dining facilities and swim facility (if constructed by Club), and includes Immediate Family Privileges. Upon tennis courts and swimming pool being constructed, the Social Members will not be required to pay court fees for the use of the tennis courts by the Member and their Immediate Family; however, the Member will be responsible for all other fees and charges incurred. Subject to availability, the approval of the Club, and the payment of an Initiation Fee in an amount equal to the difference between the then current Initiation Fee for a Full Golf Membership and the then current value of the Social Membership as established by the Club, Social Memberships may be upgraded to a Full Golf Membership.

The Social Member will be responsible for all other fees and charges incurred, including all golf cart fees, guest fees, food and beverage charges and reduced green fees incurred by their guest.

## **2. NUMBER OF MEMBERSHIPS**

The Club reserves the right to establish the maximum number of memberships to be issued by the Club in the categories of membership. For Corporate Memberships, each Designee shall count as one (1) membership in the selected category. In the event that a Member desires to

continue his or her membership beyond the expiration of thirty (30) years, the membership will not be included toward the maximum numbers memberships set forth herein.

### **3. CHANGES IN MEMBERSHIP CATEGORIES / RULES AND POLICIES**

In order to enhance the recreational and social pleasures of Members and their Family and guests, the Club reserves the right to establish or modify rules, regulations, policies, guidelines, or systems governing access or reservation of the Club Facilities and membership in the Club (the "Rules and Regulations"). The Club shall have the right to discontinue offering any categories of membership and to create additional categories or classes of membership from time to time conferring such rights and privileges and imposing such obligations as it deems appropriate, and to prescribe the qualifications and requirements for membership in any such class or category. The offering of additional categories of membership may not affect the maximum numbers of memberships allowed in certain membership categories set forth in the above paragraph. The Club has no obligation nor is the Club under any time deadline to sell any type of memberships.

### **4. HONORARY MEMBERSHIPS**

The Owner reserve the right to issue certain honorary memberships in the Club with full usage of all Club Facilities and certain special benefits, which will be granted to selected individuals for their contribution to the Club, the community or other activities, as determined by the Owner (the "Honorary Memberships"). The Honorary Memberships shall not count toward any membership maximum number determined by the Club.

## **III.**

### **MEMBERSHIP SELECTION**

#### **1. APPLICATION FOR MEMBERSHIP**

The determination of whether an applicant will be invited for membership shall be made by the Club in its sole discretion. Applicants must be financially qualified persons of good character, over the age of eighteen (18) years. Upon receipt of an invitation, the applicant must complete an application in the form established by the Club. All applications must be submitted on the Club's Membership Agreement form to the membership director for consideration and review. All evaluations shall be made without regard to race, color, national origin, sex, religious preference, creed, or any disabilities of the applicant.

#### **2. INITIATION FEE**

All applications for membership shall be accompanied by an initiation fee in the amount periodically established by the Club for the category of membership selected by the applicant on the application (the "Initiation Fee").

### **3. ACCEPTANCE OF APPLICATION**

If a decision is made to accept an application, the Club shall notify the applicant and will furnish the applicant with a copy of these Bylaws, the Membership Agreement, and the Rules and Regulations for the Club. If the class of membership to which the applicant applied is not available, upon the applicant's subscribing to these Bylaws, the applicant shall pay all amounts required and be placed on a waiting list for the appropriate membership class as set forth in these Bylaws. If the class of membership to which the applicant applied is available, upon the applicant's subscribing to these Bylaws, the applicant shall pay all amounts required and shall be entitled to the rights and privileges of the membership category. Any applicant whose application is accepted who does not comply with the foregoing requirements within one (1) month from the time the application is accepted shall be considered to have declined to join.

### **4. DECLINATION OF APPLICATION**

The Club may accept or reject any applicant in its sole and absolute discretion, and the decision of the Club on any application shall be final. If an applicant has been considered for membership and the applicant's application is denied, the Club shall notify the applicant of such decision, and the deposit or fees submitted by such applicant shall be fully refunded, without interest. The applicant may not be further considered for membership in the Club for a period ending one (1) year following the date of the Club's notice to the applicant of the declination.

### **5. WAITING LIST**

The Club may establish separate waiting lists for new applicants in each category of membership at the time that the Club contains a full complement of Members in each such category, as determined by Club in its sole discretion. Each waiting list shall be maintained on a first-come (determined by date of application), first-issued basis, provided that memberships shall be reissued from the waiting list in the following priority: (i) to Members who desire to upgrade their memberships, (ii) second, to the residents within the Community, and (iii) then to all other persons desiring a membership. The Club may revise the waiting list priority as determined by the Owner.

## **IV.**

### **MEMBERSHIP POLICIES**

#### **1. GENERAL**

Membership in the Club shall be evidenced by a copy of the Membership Agreement signed by the Member and by a representative of the Owner indicating approval of the applicant for membership. In addition, each Member shall receive, upon acceptance for membership and payment of the Initiation Fee and other required fees, Membership Cards for the Member and his or her Family, if applicable.

## **2. AVAILABILITY OF MEMBERSHIPS**

The Club reserves the right to (i) decrease the authorized number of memberships in any class or category, (ii) to suspend offering of memberships in any class or category, and (iii) to create and offer for sale new specialty categories of membership at any time as it deems appropriate in its sole discretion.

## **3. MEMBERSHIP CARDS**

A membership card indicating the Member's name, Club Account number, type of membership, and containing the name of the authorized user (the "Membership Card") shall be issued to each Member and to the members of his or her Family, if applicable. Membership Cards will not be issued to Children under the age of ten (10). Members and their Families must have their Membership Cards with them at all times while using the Club Facilities. The rules regarding the use of a Membership Card shall be set forth in the Rules and Regulations for the Club.

## **4. RESIGNATION**

Provided that the membership is in good standing, except for the obligation of Owners within the Community to maintain at a minimum a "Social Membership" which cannot be resigned, vacated or terminated by a Member, other Members may resign from the Club at any time, but no resignation shall be effective until the Member's unpaid financial obligations to the Club have been settled. In the event any portion of the Initiation Fee has been financed or deferred or is owing to the Club, the Member shall be obligated to pay in full to Owner the remaining unpaid balance of the Initiation Fee as a condition precedent to being placed on the resigned list. Pre-paid amounts, if any shall not be refunded, in whole or in part. Resigning Members remain liable for all dues and charges accrued up to the effective date of resignation even if he or she has not used the Club Facilities. All resignations must be in writing, sent by certified mail, at least thirty (30) days prior to the effective date of resignation.

## **5. DOWNGRADES**

A Member may be permitted at Club's election, upon written notice to the Club, to downgrade his or her membership in the Club once in a five (5) year period for no additional fee and the Member, at Club's election, may upgrade upon written notice to the Club back to their original membership category for no additional Initiation Fee during the five (5) year period.

## **6. UPGRADES**

A Member shall be permitted to upgrade his or her membership to a membership with a higher Initiation Fee, subject to availability and the approval of Club, at Club's sole discretion. The Member must pay to the Club the difference between the Initiation Fee previously paid by the Member and the current Initiation Fee for the category of the upgraded membership selected.



## **7. CHANGES IN MEMBERSHIP CATEGORIES**

All requests for changes affecting membership status, category, privileges or charges must be made by giving the Club thirty (30) days prior written notice.

## **8. EXCHANGE PROGRAM**

Members who do not desire to retain their full membership privileges may arrange through the Club to exchange their membership privileges and respective dues obligations with those of another Member in a different membership category, upon obtaining the prior written approval of the Club. The right to exchange membership privileges is on a membership year basis and does not affect the exchanging Members' rights or obligations to their underlying membership other than the payment of dues for the membership year in which the exchange occurs. An administrative fee may be charged by the Club for processing the membership exchange. All dues and charges must be current prior to requesting an exchange. Notwithstanding the above, each owner of real property in the Community, must maintain at least a Social Membership.

## **9. LEGAL SEPARATION OR DIVORCE**

In the event of the divorce or legal separation of Spouses having membership privileges, the membership, including all of its rights and benefits, will vest in the Spouse awarded the membership by an agreement of separation or a decree of divorce. Until the award of the membership and written notice thereof is provided to the Club, both Spouses will be jointly and severally liable for all dues and charges and may both continue to enjoy membership privileges so long as such amounts are timely paid. With regard to any claim or dispute about the ownership of a membership, in the absence of an agreement of separation or a decree of divorce, the Club shall be entitled to rely on the Membership Agreement and may confirm ownership of that membership in the name of the person listed on the Membership Agreement as the Primary Member. The Club will not become involved in any domestic or other dispute concerning ownership or issuance of a membership and does not have any liability or responsibility for the resolution of such disputes.

## **10. SIGNIFICANT OTHERS**

“Significant Other” shall have the following restrictions: To qualify as a significant other, the Member and the proposed significant other must not be related by blood, must be unmarried, must reside in the same household and must hold themselves out to be in a personal couple relationship (“Significant Other”). Upon written request of a Member designating a Significant Other and furnishing such information as the Board requires, the Board may determine and authorize, in its sole and absolute discretion, whether the individual qualifies as a Significant Other and is entitled to the use of the Club Facilities by a designated Significant Other without the payment of additional dues or guest fees, and have the same privileges as other members of the Immediate Family. A Member may not request a change in the designation of a Significant Other more than once in any two (2) calendar years. The Club may issue a guest card to a designated Significant Other for purpose of identification.

## ***11. IMMEDIATE FAMILY PRIVILEGES AND EXTENDED FAMILY PRIVILEGES***

Immediate Family Privileges allow the Member's Spouse (or the Significant Other of an unmarried Member) and their unmarried children under the age of twenty-three (23) who are living at home, attending school on a full-time basis or in the military, to the usage privileges enjoyed by the Member. Extended Family Privileges allow the parents, and the adult children and grandchildren of the Member or his or her Spouse who are twenty-three (23) and older or married, and their respective spouses, to the use of the facilities enjoyed by the Member, subject to availability, upon the payment of applicable use fees established by the Club. Extended family members must be accompanied by the Member.

## ***12. GUEST POLICY***

Members may sponsor accompanied or unaccompanied guests. The Member is responsible for the payment of charges incurred but not paid by his or her guests, including any applicable daily guest fees established by the Club from time to time. Members are also responsible for the department of their guests.

## ***13. PRIVATE GOLF CARTS***

Residents of the Community that have a Full Golf Membership in good standing will be allowed to use their private golf carts at the Clubs subject to (i) private cart users must have liability insurance on the carts, with the Club named as an additional insured; (ii) payment of appropriate trail fees set by the Club; (iii) private carts must display a trail fee permit sticker to be supplied by the Club; and (iv) Homeowner must sign the Private Cart Tempest Golf Club Agreement and the golf cart requirement included therein.

## ***14. RECALL OF MEMBERSHIPS***

The Club may recall any Membership at any time upon the repayment of one hundred percent (100%) of the Initiation Fee paid by that Member, less any outstanding charges owed by the Member, without interest.

## **V.**

### **TRANSFER OF MEMBERSHIPS**

#### ***1. TRANSFER OF MEMBERSHIP***

No Member shall have any right to sell, pledge, hypothecate, assign or otherwise transfer or encumber his or her membership except as may specifically be authorized in these Bylaws, which may be amended by the Owner in Owner's sole discretion.

- **Transfer Upon Resignation.** A Member may transfer his or her membership only to the Club. A Member must give thirty (30) days' prior written notice if he or she wishes to resign except Owners in the Community who may not resign, vacate or terminate their Social

Membership during their period of ownership of a lot in the Community. In no event is any Initiation Fee paid by a Member returnable to the Member upon a transfer or resignation of the membership.

- **Transfer of Memberships.** If a Member resigns from the Club upon the sale of his or her residential unit or lot in the Community, any Social Membership shall be transferred by the Club to the subsequent purchaser of the Member's residential unit or lot, subject to the approval of such purchaser for membership. If the resigning Member had upgraded his or her Membership to a Full Golf Membership, the upgraded membership may be transferred by the Club to the subsequent purchaser of the Member's residential unit or lot, subject to the approval of such purchaser for membership and the payment by such purchaser of an Initiation Fee in an amount equal to the difference between the then current Initiation Fee for the applicable category of membership being transferred and the then current value of the Social Membership, as established by the Club. In the event the resigning Member had upgraded his or her Social Membership to a Full Golf Membership, and the subsequent purchaser of the Member's residential unit or lot does not wish to acquire the upgraded membership, the subsequent purchaser shall be issued only a Social Membership.
- **Transfers Upon Death.** Upon the death of a Member, the surviving Spouse, if any, may elect, by giving notice to the Club within ninety (90) days of the Member's death, to (i) continue the membership privileges without having to pay any additional Initiation Fee, or (ii) resign the membership, with no return of the Initiation Fee. If the membership is resigned pursuant to the above, it may also be reissued to an adult child of the deceased Member, subject to the approval of the adult child for membership in the Club for no additional Membership Contribution. The transfer of the membership to a surviving Spouse or adult child shall not be subject to the Club's buyer's waiting list and only one transfer of the membership to an adult child shall be permitted.
- **Legacy Transfers.** A Member, except for a Social Membership held by a resident of the Community, can arrange for the transfer of his or her membership to an adult child who is approved for membership in the Club, without payment of the then current Initiation Fee for the applicable category of membership. The transfer of the membership to an adult child will not be any buyer's waiting list.

## ***2. RESIGNATION OF MEMBERSHIPS***

A Member may resign their Membership in the Club upon (i) thirty (30) days prior written notice to the Club of their resignation date, and (ii) payment in full all dues, fees and charges to Club due through the effective resignation date.

## ***3. ADMINISTRATIVE FEE***

An administrative fee, as determined by Owner, may be charged for all transfers or reissuances of memberships, except in the event of the Member's death. See the **Schedule of Dues, Fees and Charges** for the current administrative fee.

#### **4. NO ADVERTISING**

Use of internet or any other form of electronic media, magazines, newspapers, posters, billboards and other forms of public solicitation of membership transfers is strictly prohibited. Such public advertising of a membership will result in the disallowance of a transfer of such membership and may result in the termination of the membership and forfeiture of all membership rights and privileges thereunder, as determined in Owner' sole discretion.

### **VI.**

#### **MEMBERSHIP RIGHTS AND USAGE**

##### **1. MEMBERSHIP RIGHTS**

A membership is a revocable license, subject to the terms, conditions, and restrictions recited herein, by which designated persons enter onto the Club premises for the purpose of using and enjoying the available Club Facilities at the times and in the manner set forth in these Bylaws. Membership identifies that person obligated for the payment of all fees, dues, and charges. Members agree to abide by these Bylaws as presently enacted or hereafter amended. These Bylaws, as amended or supplemented, will be maintained in the General Manager's office and are available for review upon request during normal business hours of the Club.

##### **2. NO EQUITY RIGHTS OR VESTED INTEREST**

**The Club is not an equity club and there is no obligation to convert to an equity club. Membership is nonequity and nonparticipatory. Membership does not imply any right or privilege to participate in or to administer the Club's business policies and does not create any vested, proprietary, prescriptive, or easement rights or interests of any nature in land, the Club, the Club Facilities, or any of the Owner' assets. A Member acquires only a revocable license to use the Club Facilities, in accordance with the terms and conditions of these Bylaws, the Rules and Regulations, and the Membership Agreement, as same may be amended from time to time in the Owner' sole discretion. All rights and privileges of Members under these Bylaws, the Rules and Regulations, and the Membership Agreement, are subordinate to the lien of any mortgage or deed of trust encumbering the Club Facilities from time to time. The Owner reserves the right to sell or otherwise dispose of the Club Facilities in any manner whatsoever and to any person whomsoever, subject to the right of negotiation provided to the Members herein, to issue or terminate any type of membership, and make any other changes in the terms and conditions of membership or the Club Facilities available for use by Members.**

##### **3. ADVISORY BOARD OF GOVERNORS**

The Club, at Club's sole discretion, may appoint an Advisory Board of Governors to act in an advisory capacity only to the Club and to exercise such powers and authority as the Club may grant to it from time to time. The members of the Advisory Board of Governors shall be

Members of the Club. They shall be appointed by the Club and may be removed and replaced by the Club in its sole and absolute discretion. The number and term of office of members of the Advisory Board of Governors shall be determined in the discretion of the Club. The Club shall have the final discretion and authority on all matters concerning the operation and ownership of the Club and the membership of the Club.

#### **4. COMMITTEES**

The Club, at Club's sole discretion, may establish Golf Event Committees, a Social Event Committee and other appropriate committees. All of the members of these committees, including the chairperson, will be appointed by the Club for specific terms as determined by the Club from time to time. Each of the committees will act only in an advisory capacity and will not have any duty or authority to act on behalf of the Members or the Club.

#### **5. APPLICABILITY OF BYLAWS**

These Bylaws shall apply to all Members, their Immediate Family, Extended Family, and guests.

### **VII.**

#### **PAYMENT OF DUES AND CHARGES**

##### **1. STATEMENT AND PAYMENTS**

Monthly statements are closed on the last day of each month and normally mailed within ten (10) working days thereafter. Payment is due and must be received at the Club (not merely postmarked) by the last day of the month in which the statement is mailed. A late charge of (i) twenty-five dollars (\$25.00), or (ii) one and one-half percent (1½%) of the past due amount, whichever is greater, will be added to all outstanding balances not paid each month. Notwithstanding the foregoing, the Club may place any Member on a cash basis for any or all services otherwise provided for credit, at any time, at the Club's discretion. **[INSERT 2A]**

##### **2. MAINTENANCE OF MEMBER CHARGE ACCOUNTS**

All Members must maintain one (1) Credit Card account on file with the Club at all times during their membership. By becoming a member of the Club, all members elect to use automatic payment from such card as the method of payment method for their Club dues, fees, and other charges, and consent to the Club's automatic charging of such credit card, on or after the due date, with any sums owed on their club account. In the event that the information provided on a Member's membership application with regard to Credit Card accounts becomes incorrect for any reason, including, but not limited to, expiration due to passage of time or closure of accounts, the Member shall provide to the Club's accounting department whatever data is necessary to update such information.

### **3. MEMBERSHIP CHARGES**

All Initiation Fees, dues, miscellaneous charges and fees for services and products to be paid on an annual, monthly or other basis, are determined solely by the Owner. The Owner reserve the right, in the future, to change the amount of the deposits, fees, dues and charges. Membership in good standing is conditioned upon prompt payment, in full, of all deposits, fees, dues and charges as assessed by the Club. A Member may be subject to disciplinary action, including forfeiture and termination of membership, for failure to meet his or her financial obligations or failure to abide by the Club's Rules and Regulations. The Schedule of Dues, Fees and Charges in effect at any given time is contained in a classification table available for review at the membership office.

### **4. NO ASSESSMENTS**

The Members are responsible for the payment of the Initiation Fee, dues, fees and charges periodically established by the Owner; however, the Member shall not be assessed or levied any assessment for capital expenditures or operating deficits. The Owner, as owner of the Club Facilities, are entitled to all revenues generated by the Club and are responsible for the payment of any operating deficits and capital expenditures.

### **5. PAST DUE, DELINQUENCY AND REVOCATION**

Effective management of accounts receivable at the Club is important to the Club and necessary to protect the rights and privileges of every Member. Accordingly, it is necessary to institute the following policies with regard to those Members who do not maintain his or her accounts in a timely manner:

- After notifying a Member either by mail, electronic mail, or by telephone that his or her automatic credit card payment has failed for any reason, the Member shall have seven (7) days to provide a replacement card. The Club shall have the right to charge any overdue amounts to the replacement Credit Card account of the Member, upon receipt of the card information in order to bring the account current.
- If the replacement Credit Card information is not provided within seven (7) days, the Club may suspend the Member. A Member who's rights have been suspended pursuant to this provision remains liable for the payment of applicable monthly dues during the period the Member is suspended but has no rights to use any of the Club's Club Facilities during the period of suspension.
- Any membership account more than thirty (30) days delinquent may be revoked, but such revocation shall not prejudice or affect in any manner the right of the Club to use all legal remedies necessary to collect such delinquent indebtedness. Revocation shall, in no way, affect repayment of the Initiation Fee to the Member. If a membership is revoked by the Club, all rights and privileges under the membership terminate, and the membership shall be placed on the resigned list for reissuance.

## **6. FREQUENT DELINQUENCY**

Any membership which becomes frequently delinquent, defined as more than fifty-five (55) days past due four (4) times in any 12-month period, shall be revoked; however, such revocation shall not prejudice or affect in any manner the right of the Club to use all legal remedies necessary to collect such delinquent indebtedness. All Members shall be charged an additional fee established by the Club on his or her statement for any checks returned from the bank or the Club's actual cost of recovery, whichever is greater.

## **7. CREDITING OF ACCOUNT**

All bills must be paid in full. Members with any questions regarding his or her statement should contact the accounting department and any credits due the Member will be credited on the following month's statement. A credit may never be taken against any Initiation Fee.

## **8. REINSTATEMENT**

A request for reinstatement may be honored, at the Club's discretion, subject to membership category availability and upon payment of the difference between the original Initiation Fee paid by the Member (provided the Initiation Fee has not previously been refunded to the Member) and the then current Initiation Fee for that membership category, or any back dues or charges owed to the Club, or both of the foregoing, at the Club's discretion.

## **VIII.**

### **MISCELLANEOUS**

#### **1. INDEPENDENT COMPANY**

The Members recognize and acknowledge that the Owner are a limited liability company, chartered under the laws of the State of Texas, to whom the Members will solely look and who is solely responsible for the obligations and liabilities of the Owner recited herein, arising hereunder, or in any manner related to the transactions contemplated hereby. The Members further recognize and acknowledge that no other entity or entities, including (i) Tempest Golf Club, LLC, Southern Hills Development, LLC or their affiliates or, members, boards or officers, (ii) any individual, or (iii) any corporation affiliated with the Owner which may form, organize, provide services to, provide loans and funds to, negotiate for, provide personnel to, make representations on behalf of, and from time to time take actions on behalf of or for the benefit of the Owner, by direct dealings with the Members or those acting for them, is in any manner liable or responsible for the obligations and liabilities of the Owner, whether recited herein, arising hereunder, or in any manner related to the transactions contemplated hereby, including, but not limited to, the refund of the Initiation Fee.

## ***2. BINDING EFFECT, INDEMNIFICATION***

In consideration of the rights and privileges of membership, each Member agrees, on his or her own behalf, and on behalf of his or her Family and guests, to be bound by these Bylaws and the Rules and Regulations. Furthermore, each Member agrees (i) to hold harmless and indemnify the Owner, General Manager and all other employees and agents, and (ii) to provide a defense by counsel, of the Owner' choosing, from any claim, liability or loss which results from or is connected with any violation of these Bylaws or the Rules and Regulations by the Member, Member's Family or guests, or any dispute arising from membership.

## ***3. RELEASE AND DISCLAIMER***

While using the Club Facilities or participating in Club events, whether on or off the premises, Members and their guests are charged with the responsibility of using proper judgment and caution at all times. Neither the Club nor the Owner assume any liability for injuries caused to or incurred by any Member, user or guest or for damage to property resulting from the use of the Club Facilities. Consequently, any Member, guest or other person who uses or accepts the use of any of the Club Facilities or services, or engages in any athletic contest, exercise or other Club activity, either on or off the premises, does so at his or her own risk and shall hold the Club and the Owner, and their employees and agents, harmless from any injury, damage, claim, or liability resulting from such use or engagement.

## ***4. PERSONAL PROPERTY***

Each Member, Family member, or guest is responsible for his or her own personal property. Neither the Owner nor the Club are responsible, except in the case of gross negligence by the Owner or Club, for lost property or articles stolen from anywhere on the Club premises and specifically disclaims any such responsibility. Personal property left by any person on the Club premises and not claimed within thirty (30) days may be disposed of by the Club without notice. No bailment is intended, nor created, by the preceding sentence.

## ***5. MODIFICATION OF FACILITIES***

The use of the Club Facilities may be modified or otherwise restricted as deemed necessary by the Owner. Membership does not create any presumption that the Club Facilities or services that are now or hereafter available will continue to be available in their current state or condition. The obligation to pay dues is not dependent on the availability of all the Club Facilities or the frequency of use. Tournaments, special events, repair, maintenance and/or construction or remodeling of any of the Club Facilities, and/or other occurrences may make it necessary for the Club to change the hours of use, or to restrict the use of one (1) or more of the Club Facilities, or to close the Club temporarily. The Club will not reduce or suspend dues during the time when the Club Facilities, in whole or in part, are not available. The Club reserves the right, in its discretion, to refuse use of the Club Facilities by any person at any time.



## **6. NON-MEMBER PLAY**

The Club will continue to operate and allow general public non-member play and use of the Club Facilities, including play on the golf course and tournaments on such terms and conditions as the Club determines in its sole discretion.

## **7. MARKETING USAGE OF FACILITIES**

The Owner reserve the right to permit representatives of certain home developers and their employees, guests and applicants use of the Club Facilities for the purpose of marketing homesites and Club memberships.

## **8. RECIPROCAL PRIVILEGES**

The Club may, in its sole discretion, enter into reciprocal use privileges and arrangements with other clubs and resorts, as the Club determines appropriate from time to time.

## **9. LIABILITY FOR DAMAGE**

Each Member is liable for any damage to any of the Club Facilities or any person caused by him or her, his or her Family, or guests. Payment is due immediately upon presentment to the Member of a statement for costs.

- Persons playing on the golf course are expected to respect the rights of persons owning property adjacent to the golf course. Personal injury or property damage caused by a golf ball is the sole responsibility of the golfer striking the ball. The Club is not responsible for such damage. In the event of such damage, the Member should attempt to contact the homeowner at the time of the incident. If this is not possible, the golfer should report the matter to the golf shop upon completion of play. Failure to do so will constitute a violation of these Bylaws and may be grounds for disciplinary action.
- Persons playing golf and/or using carts on the golf course are responsible for any injury which may result from his or her conduct. The Club is not responsible for injuries which may result from errant balls or cart accidents. In the event a Member causes such injury, the Member should contact the injured party and take responsibility for the incident and should report the matter to the golf shop immediately. Failure to do so will constitute a violation of these Bylaws and may be grounds for disciplinary action.
- Caution must be exercised at all times while wearing golf shoes.

## **10. ASSOCIATIONS**

Neither the Owner nor the Club assume any responsibility nor accept or incur any liability for the activity of any association, including but not limited to, the Tempest Homeowner Association. No association rules or policies may be contrary to or in conflict with these Bylaws or the policies established by the Owner or the Club.

## ***11. RECOVERY OF DAMAGES OR DUES***

If the Club is required to turn a Member's account over to a collection agency or institute legal action to collect any dues or charges owed by a Member, or to enforce any provision of these Bylaws against a Member, the Member agrees he or she shall be responsible for all costs of collection, reasonable attorneys' fees incurred by the Club and court costs.

## ***12. NO AGENCY***

No Member or any person participating in the activities of any Club association shall have the authority, express or implied, to act on behalf of or as an agent for the Club, the Owner, or General Manager.

## ***13. NOTICE***

- Any notice to be given by the Owner to a Member may be mailed or otherwise delivered to that Member at the address which the Member lists on his or her application for membership, unless that address has subsequently been changed by notice delivered to the Club as provided for in this Section. Notice to a Member is effective at the time of personal delivery or, if mailed, on the first regular mail delivery day at least three (3) days after the notice is delivered, postage prepaid, to the United States Postal Service.
- Any notice to be given by a Member to the Club or the Owner may be mailed or otherwise delivered to the Owner at that address listed below, or such other address as the Club or the Owner may subsequently designate by notice delivered to the membership as provided for in this Section. Notice to the Club or the Owner is effective upon its receipt by the General Manager.

TEMPEST GOLF CLUB  
568 E Wilkins Road  
Gladewater, Texas 75647  
Phone: (903) 984-5335

## **IX.**

### **AMENDMENT OF BYLAWS**

#### ***1. AMENDMENT***

These Bylaws may be amended, at any time by the Owner, or their successors and assigns, at their sole discretion. The Bylaws, Membership Agreement, Rules and Regulations and Schedule of Dues, Fees and Charges, as presently enacted or as hereafter amended by the Owner, constitute the entire agreement between each Member and the Owner concerning the Club and the Membership. None of the Membership Documents, nor the rights and obligations they

create, may be modified, amended, enlarged, or revised orally or by any party other than a written amendment or modification adopted by the Owner.

## **2. ANNOUNCEMENT OF AMENDMENT**

Amendments to these Bylaws may be announced either by publication in the Club's newsletter or by posting on a Club bulletin board.

Approved by the Owner this \_\_\_\_ day of \_\_\_\_\_, 2017.