



## **THE GOLF CLUB AT SOUTH HAMPTON CLUB BYLAWS**

### **Article I. Name and Ownership**

#### **Section I:**

The Name of this club shall be The Golf Club at South Hampton (hereinafter referred to as "The Club").

#### **Section II:**

The Board of Directors (hereinafter referred to as "Owner") and its successors or assigns shall own and operate The Club and all its assets as a "for profit" corporation. The Owner shall have the right to retain a professional management company ("Management") to operate and manage and maintain the club's property and other areas that the board is responsible for, and to delegate those powers to Management in order for them to effectively accomplish their responsibilities. Club Members ("Members") shall be entitled to use The Club's facilities per the Rules, Regulations, and Bylaws, and in no way is it implied that members shall ever have any equity, managerial control, ownership or other ownership interest in The Club, other than those specifically stated in this document.

### **Article II. Purpose and Objectives**

#### **Section I:**

The purpose and objectives of The Club are to establish, maintain and operate a golf course, practice area, putting green, restaurant, and lounge for the recreation, pleasure and social enjoyment of The Club's Members, residents of South Hampton, and general public, as well as their guests and all others who use the facilities as the guests of The Club. To provide the utmost playing pleasure for all Members, the Owner reserves the right to establish rules governing access, property use, sign up priorities, membership categories and starting times with respect to the golf course, and other recreational facilities of The Club. The Board of Directors which is made up of the owner and it's designees has the full authority to establish the number of members in each category of membership, the rules of operation, level of charge for services, dress codes, and Rules and Regulations for the Club. The Board or Management at their sole discretion may change club By-Laws, Rules and Regulations

### **Article III. Membership**

#### **Section I: Membership Categories**

The following categories of membership shall be available at the Club. At no time will any category of member own any equity in the club, nor have the ability to exercise managerial control. Payment of an initiation fee should not be considered as an investment as the initiation fee is non-transferable, nor refundable unless indicated herein. The club at its sole discretion may add or delete categories of membership. Fees or privileges may be modified annually with or without notice.

## **I. Full Golf Membership**

Individuals who have submitted the proper applications, paid the applicable fees, and have been accepted for membership by The Club shall be entitled to use all the facilities of The Club including the golf course, range, lesson programs, clubhouse, restaurant and social facilities. Members may have access to the USGA approved Handicap service for a fee to be set by the club.

This category is available in a Single or Family Membership. Dependent children up to 24 years of age or less are able to be a part of this membership.

## **I. Senior Membership**

Individuals who have submitted the proper applications and are over 60 years of age, paid the applicable fees, and have been accepted for membership by The Club shall be entitled to use all the facilities of The Club including the Golf course, range, lesson programs, clubhouse, restaurant and social facilities. Members may have access to the USGA approved Handicap service for a fee to be set by the club.

This category is available in a Single or Family Membership. Dependent children up to 24 years of age or less are able to be a part of this membership.

## **III. Junior Membership**

Individuals who are age 25 and over and who have not yet reached their 42<sup>nd</sup> birthday that have applied for membership with proper application, paid applicable fees, and have been accepted for membership shall be entitled to use of all club facilities per the By-laws, Rules and Regulations of the club including the clubhouse, restaurant, practice areas and golf course. Members may have access to the USGA approved Handicap service for a fee to be set by the club.

This category is available in a Single or Family Membership. Dependent children up to 24 years of age or less are able to be a part of this membership.

## **IV. Legacy Membership**

Individuals who have submitted the proper applications and are over 75 years of age, paid the applicable fees, and have been accepted for membership by The Club shall be entitled to use all the facilities of The Club including the Golf course, range, lesson programs, clubhouse, restaurant and social facilities. Members may have access to the USGA approved Handicap service for a fee to be set by the club.

This category is available in a Single or Family Membership. Dependent children up to 24 years of age or less are able to be a part of this membership.

## **V. Corporate Membership**

Individuals who have submitted the proper applications, paid the applicable fees, and have been accepted for membership by The Club shall be entitled to use all the facilities of The Club including the golf course, range, lesson programs, clubhouse, restaurant and social facilities. Members may have access to the USGA approved Handicap service for a fee to be set by the club.

Corporate Memberships may have up to four single participants and those participants must be designated employees of an official, active company. Verification of the company will be done using the resources provided by the company's state government.

This category is available in a Single Membership only. Dependents and spouses may play as a guest of a member per the guest of member policies.

## **VI. Golfers Advantage Plus Membership**

Individuals who have been accepted by the club, and paid the appropriate fees to the club, and accepted for membership. This category allows unlimited access to the range and reduced rates for golf at specified times. Golfers Advantage Plus Members may for a fee set by the club participate in the USGA handicap system.

## **VII. Youth Membership**

Individuals who have not yet reached their 25<sup>th</sup> birthday, who have applied for membership with proper application, paid applicable fees, and have been accepted for membership shall be entitled to use of all club facilities per the club by-laws, rules and regulations including the clubhouse, restaurant, practice areas and golf course. All memberships in this category are single. Youth Members may for a fee set by the club participate in the USGA handicap system.

## **VI. Owners Club Membership**

Annual Memberships granted by DWA Golf, LLC by invitation only and renewable at the sole discretion of DWA Golf.

## **VII. Other Membership Categories**

From time to time Club management reserves the right to create other membership categories as seen fit. These categories may not hold the same privileges as other categories and may have different fees or restrictions.

## **Section II. Application for Membership**

- a.** Applications for membership shall be made on the membership application forms as prepared, and provided by Management. The application forms shall be fully and properly completed and shall be signed by the applicant before submitting to The Club. The necessary application fees, as set by Management, shall accompany all applications for membership and all applications must be approved by Management.
- b.** The dues will become due and payable upon notification that the applicant has been approved for membership. Approved applicants forfeit their rights to memberships if all required initiation fees and dues as prescribed by the Management are not paid within thirty (30) days of notification of approval. The owner may change renewal requirements.
- c.** The Owner shall have the full, sole and exclusive authority to establish the amount of the application deposit, fees, or initiation fee for each category of membership and the terms and conditions, which will govern the various categories of memberships.
- d.** Members may change membership from one category to another by submitting a new application. Changes from one membership category to another shall be approved only if a vacancy exists and shall be subject to all other terms and conditions of the Bylaws. A request for change in membership to a new membership providing more privileges and use of facilities at The Club may require additional fees either as an initiation fee charge or dues if applicable.
- e.** All applications approved for membership in The Club shall receive a Membership

Card. The Owner, Management and Staff may require that card for identification purposes.

### **Section III: Membership Fees and Dues**

- a. Management with consent of the Owner shall have the full and exclusive power to establish from time to time, an activation/reactivation fee, an initiation fee, and monthly dues for each category of membership in The Club, determine the number of Members in each category, the terms of admission, and privileges to be provided. Any representations concerning this paragraph and these Bylaws by any other person or entity shall not have any effect and shall not be relied upon.

**Should a member rejoin the club within 12 months of suspension or cancellation, management and ownership will determine at that time what fees exist in completing the process of rejoining the club. A member falling under this category will not be entitled to the full benefits of any offerings or existing specials at that time.**

- b. Each Member shall pay monthly, in advance, or for such other periods as Owner may determine. In the event of the resignation or expulsion of a Member, there will be no proration or reimbursement of any previously paid dues.
- c. The Club may charge an Initiation Fee prior to being accepted into the Membership of the Club. This Fee will be predetermined and its payment program will also be established. Initiation Fees are non-refundable.
- d. Each member shall have the right to review their monthly statement and dispute any transaction within 30 days of the transaction date. The club encourages all members to keep copies of their receipts for all transactions if such situation occur.
- e. The Club reserves the right to pursue collection of all past due payments and fees to the fullest extent permitted by law. This includes collection of past due payments and fees through use of collections agencies, court system, etc. The Club member understands that he or she is subject to payment of all member fees and dues pursuant to Club policies until released from such obligations from management. The Club member will also be liable for all fees Club incurs in collection of past due payments and fees, this includes, but is not limited to, collections fees, court costs, attorney fees, etc.
- f. The Club reserves the right to charge a Late Payment Fee that will be a determined percentage of any outstanding balances on a Member's account.
- g. Should a member wish to cancel their membership, all charges on the members charging account must be paid in full prior to cancellation being accepted by the club. At the time of cancellation, the members charging account will be closed for future charging.
- h. The membership year of The Club will be the twelve month period commencing each January 1 and ending on the following December 31. The Owner reserves the right to set the amount of dues to be payable by Members at the level it deems appropriate. The amount of dues for subsequent years is subject to change. The failure of any Member to pay the required dues within the prescribed time period shall constitute grounds for forfeiture of their membership in The Club.

## **Article IV. Guests Fees and Privileges**

### **Section I. Guest Privileges**

- a.** Members may invite guests to use The Club and its facilities in compliance with The Club Bylaws and Rules and Regulations as established by the Owner and subject to payment of the applicable daily guest fees and charges. Members will also be responsible for their guests while on property.
- b.** Management reserves the right to limit the number of times a guest of a member may be extended the guest rate in a calendar year.
- c.** The Owner reserves the right to have its own guests at the club as members for the day to either promote the facility, development, community relations or build the overall business of the club as well as golf tournaments, outings, and functions.

### **Section II: The Owner**

- a.** The Owner, its affiliates and assigns shall have the right to use The Club's golf, dining and lounge facilities for the purpose of entertaining prospective members, clients and their guests. These guests will be considered Members for the day.
- b.** The Owner, its affiliates and assigns shall have the right to designate individuals, whether or not employees of the Owner, who shall be entitled to use the Club facilities upon the terms and conditions as may be determined by the Owner or its assignees from time to time.
- c.** The Owner, its affiliates and assigns shall have the right to hold such promotional events and tournaments and The Club facilities without compensation to The Club or its Members as the Owner, its affiliates, and assigns may desire.

## **Article V. Transfer Of Memberships**

### **Section I: Non-Transferability and Non-Assignability**

- a.** Memberships in The club are neither transferable nor assignable unless otherwise stated herein. Any **Member** desiring to resign from The Club must notify The Club in writing at least thirty (30) days prior to the actual resignation date which will be considered the last day of the month after club has confirmed receipt of resignation. There is no proration of monthly dues. The Member's obligation to pay dues shall cease when the resignation becomes effective. The termination of membership will result in the loss of the Member's right to use The Club and its facilities without the payment of applicable fees. A terminating Member shall have no rights or responsibilities from their former membership.
- b.** **Death**  
In the event of a Member's death, the surviving spouse shall automatically succeed to all rights and privileges of such membership without payment or other fee by reason of such succession. The membership will lapse at the end of the pre-paid month unless renewed by the surviving spouse.
- c.** **Divorce**  
Rights to use the membership of legally separated or divorced Members shall rest with

the spouse awarded the membership.

## **Article VI. Waiting List**

### **Section I:**

- a.** As to each membership category, the Owner shall from time-to-time determine the number of Members, which constitutes a full complement for such category. When such number of memberships has been filled, additional Members shall be admitted to such categories only upon the resignation of an existing Member, if such memberships are available and not retained by the Owner.
- b.** Any individual may place his or her name on the waiting list for any or all of the membership categories. Failure to accept an opportunity to apply for membership in a given category will result in removal of that individual's name from the waiting list for that category only. Existing Members seeking to change categories take priority over a Non-Member desiring to change categories.

## **Article VII. Discipline or Expulsion**

### **Section 1:**

- a.** Any Member who, in the sole judgment of the Management (i) is delinquent in the payment of their Club fees, dues, or account, or (ii) who's credit card is deactivated or is denied at time of processing, or (iii) is guilty of any violation of the Bylaws or Rules and Regulation of The Club, or (iv) engages in improper conduct unbecoming a gentleman or lady, or any conduct which tends to be against the best interest of the reasonable and fair operation of The Club, may be reprimanded, suspended or expelled from The Club by an affirmative act of the Owner or Management.
- b.** The Member shall be notified in writing to his last address listed in the business office at The Club. The Letter of Reprimand or Expulsion will be considered in effect upon receipt of said notice.
- c.** When expulsion is for any reasons or causes as stated above, no refund or any dues or initiation fees will be made to the Member, and if any balance is outstanding the club may use a third party collection company to recover said balance.

## **Article VIII. Suspension or Cancellation of Membership**

### **Suspension:**

Members may request in writing, that their membership be placed in an Inactive state for health reasons for themselves or their immediate family. In either case a suspension may last for a maximum of 12 months and is granted or denied at the sole discretion of the club. A doctors note will also be required for the suspension approval process. During the period that the membership is suspended there will be reduced member dues assessed to the membership. Prior to going into the suspended category all accounts must be brought current. In order to reactivate, the request must be made in writing and any appropriate activation fee must be paid. Said fee is set annually by the Club. Members in this designated category will maintain their rights to use the Club Practice Facilities, Food and Beverage Operation, and will be eligible for all Full Member Discount Program benefits as long as the account is

maintained as current. Should the member have a Family Membership, the Membership may be placed in single status during this time giving rights to a spouse, significant other, or child to use the account. Should there be multiple extensions on the Family Membership, the medical exemption will not apply and the account will stay in Family status.

### **Cancellation:**

Any Member may request in writing to Club Management to cancel their membership. Such notice will be required 30 days in advance of the desired cancellation date. Upon approval of membership cancellation, all charges on the members charging account must be brought current and the charging account will be closed at that time for the remainder of the membership.

Should a Member decide to rejoin the club within 12 months of membership cancellation, certain restrictions may apply in regards to fees required to rejoin the club. Any member wishing to rejoin the club will be required to go through the membership approval process as outlined in the Club Bylaws and will be subject to the current fees at that time.

## **Article IX. Change of Status**

### **Section I: Downgrading Membership**

A Member may downgrade a membership category at anytime. In order to downgrade a member must request the change in status in writing prior to the first day of the month. Such request shall be granted and shall begin on the first day of the next full month with appropriate billing for that category of membership

### **Section II: Upgrading Membership**

A Member may upgrade to a category that they were previously in at anytime by making such request in writing and paying the appropriate upgrade fees. Should the member have downgraded their membership within the last 12 months, that member may be subject to additional fees. Please consult the club's membership director for the fee information.

## **Article X. General**

### **Section I: Rules and Regulations**

The operation of The Club and the management of The Club property and assets shall be vested in every respect in the Owner or in the Management acting pursuant to authority granted by the Owner. The Owner or Management is authorized and empowered to adopt, promulgate change and enforce Rules and Regulations governing the use of The Clubhouse and all other Club facilities and every Member is subject thereto and shall abide thereby.

### **Section II: Payment of Dues and Charges**

All dues and charges incurred by Club Members are due and payable in St. John County, Florida. To insure payment by each Member the Club's Point of Sale System is capable of charging dues and use fees to a specified credit card. Said credit card type and number will be selected at time of

joining and that information shall be stored in the club computer system. The member will authorize the Club to place all charges on this card, and shall be responsible for maintaining the account in good standing with the credit card company of their choice for the term of their club membership.

Reiterated from Membership Dues and Fees Portion of this document:

- a.** The Club reserves the right to pursue collection of all past due payments and fees to the fullest extent permitted by law. This includes collection of past due payments and fees through use of collections agencies, court system, etc. The Club member understands that he or she is subject to payment of all member fees and dues pursuant to Club policies until released from such obligations from management. The Club member will also be liable for all fees Club incurs in collection of past due payments and fees, this includes, but is not limited to, collections fees, court costs, attorney fees, etc.

### **Section III: Amendments of Bylaws**

The Owner of The Club may amend these Bylaws at any time with or without notice.