

Sagamore Community Club Bylaws

(As amended March 26, 2014)

ARTICLE 1

Name

Section 1: This Association is a Corporation under the Laws of Georgia, by the name "SAGAMORE COMMUNITY CLUB, INC."

ARTICLE 2

Government

Section 1: The Government and Management of the club is confined to a Board consisting of the President, Vice President, Communications Chair, Finance Chair, Treasurer, Building Chair, Grounds Chair, Membership Chair, Social Chair, Tennis & Swim Team Chair, and Long-Range Capital Improvement Chair. If the Board is understaffed, the Board shall be responsible for soliciting membership for additional Board members.

Section 2: At the annual meetings (see article 8) of the said corporation, the membership shall elect Board members for a term of three years. The Board shall strive to ensure that three or four Board members' terms expire each year to allow for continuity between new and old Board members. At each annual meeting, the members shall elect the number of Board members required to fill vacancies to maintain a total of eleven (11) on the Board. A Board member shall be eligible to succeed himself.

Section 3: The Board will meet at least once a month during the months of February through October and at such times and intervals as they deem necessary.

Section 4: Five (5) members of the Board shall constitute a quorum for meeting and voting purposes.

ARTICLE 3

Board

Section 1: Consistent with these By Laws, the Board shall:

1. Elect from members of the Board, a President, a Vice President, President, Vice President, Communications Chair, Finance Chair, Treasurer, Building Chair, Grounds Chair, Membership Chair, Social Chair, Tennis & Swim Team Chair, and Long-Range Capital Improvement Chair.
2. Transact all Club business and make and amend rules for the regulation of the use of the Club property. It may appoint and remove any such officers, clerks, agents, servants, or employees as it may deem necessary and may fix their duties and compensations.
3. Fix and impose penalties for violations of these By Laws and Rules of the Club.

Section 2: The Board shall designate the bank or banks in which funds of the Club shall be deposited and determine the manner in which checks, drafts, and other instruments for payment of the funds of the Club shall be executed.

Section 3: The Board shall cause the books of the Club to be audited when the serving treasurer rotates off of the board, not to exceed 3 years from the previous audit, by independent auditors selected by the Board. The report of the auditors shall be available to the members at all times.

Section 4: As compensation for serving on the board, each Board member shall receive a \$150 account credit. This credit shall be applied on October 1 at the termination of each year served.

Section 5: Any member of the Board may be removed from office by a majority vote of the Board membership present in person or represented by proxy at any scheduled Board meeting. Any member so removed shall forfeit his compensation.

ARTICLE 4

Board Positions

Section 1: The President shall preside at the meetings of the Club and of the Board. He shall be the administrative officer of the Club.

Section 2: The Vice President, in the absence of or disability of the President, shall act in his stead. The Vice President will assume the role of President in the event that the President leaves his term. In the absence of a President and Vice President, the Communications Chair shall assume the duties of President of the Board.

Section 3: The Communications Chair shall send out the notices of the meetings of the Club and of the Board, keep the minutes, and attend to the correspondence pertaining to his office. He shall perform such other duties pertaining to his office.

Section 4: The Treasurer shall issue and sign all checks and make regular reports on the financial condition of the Club as required by the Board. He shall attend to the keeping of accounts of the Club, collecting its revenue, and paying its bills as approved by the Board. He shall deposit funds of the Club in such depository as may be authorized by the Board. The Treasurer shall provide a financial report at each scheduled board meeting. The Treasurer shall also maintain all pool records (financial, historical and misc.) during his term. Upon completion of their term, all pool records will be passed to the new Treasurer for safekeeping.

Section 5: The Finance Chair shall prepare the annual budget for submission to and approval by the Board at the 1st board meeting of the season, and shall exercise general supervision over the financial transactions of the Club. The Finance Chair oversees the audit of the pool finances.

Section 6: The Building Chair shall work with the pool management committee and independent contractors to maintain, upgrade, and improve the Club buildings, tennis courts, and parking lots, and all related utilities. The Building Chair shall work with the Grounds chair to plan and implement the Club pre-season work days.

Section 7: The Grounds Chair shall work with the independent contractors and lawn maintenance providers to maintain, upgrade, and improve the Club grounds. The Grounds Chair shall work with the Building Chair to plan and implement the Club pre-season work days.

Section 8: The Membership Chair shall recruit and welcome new members. Responsibilities include placing membership opening notices in local neighborhoods, answering membership inquiries, giving tours of the Club facilities as needed to prospective members, and publicizing membership openings through various media outlets.

Section 9: The Social Chair shall organize and implement social functions for the Club consisting of, but not limited to, Open House Weekend, Memorial Day Party, 4th of July Party, Friday night Socials, and Memorial Day Party. The Social Chair shall solicit help from the Board as needed to assist with Club social events.

Section 10: The Swim Team & Tennis Chair shall coordinate all activities and communications associated with the Barracuda Swim Team (the joint swim team with the Briarcliff Woods Beach Club) and the adult and children's tennis programs at the Club. The Swim Team & Tennis Chair shall solicit the Board to organize and implement Swim Team and Tennis Program events.

Section 11: The Long-range Capital Improvements Committee Chair shall recruit and facilitate the Long-range Capital Improvements Committee (LCIC), consisting of five (5) Club members to include a LCIC Chair and four (4) members appointed by the Chair and approved by the Board. The LCIC shall perform the following duties:

- Create a goal statement.
- Establish a schedule for design and construction improvements.
- Create and implement member surveys to identify the magnitude and costs of desired improvements.
- Investigate financing for capital improvements construction costs.
- Contract and hire design professionals to produce construction documents with Board approval.
- Present construction documents to Board and membership for discussion and approval.

The LCIC Chair shall submit written reports for the Board's discussion and approval at each Board meeting.

ARTICLE 5

Members

Section 1: Membership in this Club shall consist of families living in the greater Atlanta area who have completed an application packet and have made arrangements for payment of all fees.

Section 2: The Treasurer shall approve the admission to the Club of each applicant and provide each member with a detailed membership invoice.

Section 3: The Treasurer shall furnish new members with a copy of the Rules of the Club and the current By-Laws. Once all fees have been received, the new members shall be entitled to the rights of a member.

Section 4: Any member may, for cause and after having been given an opportunity for a hearing, be expelled by a two-thirds (2/3) vote of the members of the Board present at any meeting thereof. Cause for expulsion shall, in general, consist of violation of these By Laws or of the Rules of the Club, or of conduct unbecoming a lady or gentleman. No refunds will be given to expelled members.

Section 5:

1. All members of the Club shall be accorded the facilities of the Club subject to the Club Rules and Regulations, which shall be posted at all times.
2. The Board may extend the privileges of the Club to any person or persons at its discretion.
3. The Board shall fix the terms and conditions upon which guests of members may use the facilities of the Club.

4. Any property of the Club broken or damaged by a member or his guest through carelessness or negligence shall be promptly paid for by such member. No person shall take any article belonging to the Club.
5. The Club assumes no responsibility, and members or their guests can have no claim against the Club, for the property of members or any guests which may be brought into or left in the Club buildings or on the grounds.
6. The Club and Board assumes no responsibility for any accidents or injuries of any kind to any guest or members and the members do release and discharge the Club and Board from any and all liability, claims, demands, losses or damages of any kind and description.

Section 6: The maximum number of active memberships of the Club shall be established and reviewed by the Board annually.

Section 7: Membership types defined, for billing and accounting purposes, are as follows:

- M: Single person membership
- M1: Member plus one (two members)
- M2: Member plus two (three members)
- M3: Member plus three (four members)
- M4: Member plus four (five or more members)
- TO: Tennis only membership
- S: One senior membership
- S1: Senior couple

In addition, children aged two or under as of July 1st will not incur any membership fee.

Section 8: Members may request that they be placed in “non-user” status. Requests must be made by the specified current year’s statement due date and must be approved by the Treasurer.

If approved, members requesting “non-user” status will have membership fees waived for that year only. Any previous year’s fees will still be due. Regular membership status will be reinstated the following year with full membership payment received by the statement due date, to include any outstanding fees from the previous year. Only one non-use year is allowed per membership.

ARTICLE 6

Maintenance Costs

Section 1:

1. During the October Board meeting, the Board shall establish maintenance costs for the coming year.
2. Dues shall be sufficient to provide for the necessary maintenance expenses of the Club and improvement of its property and amortization of any debts. Said dues shall be for the 12- month period of May 1st to April 31st.
3. The Board shall have the power to make fee assessments upon the membership that may be deemed necessary to cover routine maintenance costs or capital improvements. Any maintenance costs or Long-range Capital Improvement project in excess of \$40,000 must be approved by 2/3rds of membership present or voting by proxy in a special meeting.

ARTICLE 7

Fees

Section 1:

1. Each member (or a family constituting a member) will pay a non-refundable initiation fee as determined by the Board.
2. The Board shall determine rates for initiation, membership, and any additional fees. Annual dues shall be payable in accordance with a schedule as determined by the Board.
3. No part of the dues shall be refunded in the event that the Club or Pool operations are required to be suspended for any period.
4. Seasonal fee for use of SCC facilities for personal financial gain will be determined by the Board.
5. Half of all paid fees may be refunded to members who have resigned in writing to the board by June 1st of their 1st membership year. No refunds will be granted after June 1st. New members joining after June 1st of their 1st membership year are not eligible for refunds.
6. In the event of dissolution of the Club in any manner or for any cause, and in no other event, upon the effective date of dissolution, all current members shall have a lien upon the proceeds of the sale of the property of the Club after payment of all of its just debts and obligations to the extent of a pro-rata share of the proceeds subject to setoff of all debts, dues and obligations owed by the member or resigned member. After payments of such pro-rata share to each eligible member upon the dissolution of the Club, any surplus remaining shall be paid and distributed pro-rata among the current active membership roll of the Club.
7. Upon the cessation of membership for any cause, payment of outstanding indebtedness to the Club of a member will be required.
8. Members shall be responsible for the payment of all charges or liabilities that may be imposed upon or incurred by members of his family to whom the privileges of the Club shall have been extended, and for all charges and liabilities imposed upon or incurred by their guests.
9. Rental of pool facilities and/or tennis courts by a non-member must have member sponsorship. If there is no member sponsor, fees incurred will be double that of that charged for rentals with sponsorship. The Board will establish all fees on a case-by-case basis.

ARTICLE 8

Meetings

Section 1:

1. The Annual Meeting of the Club shall be held at the end of the season at such place and time as the Board may determine.
2. The Annual Meeting shall be for the purpose of electing incoming Board members and for the transaction of other business as may be indicated in the notice or may be brought before it.

Section 2: Special meetings of the Club may be called by the Board. Also, upon written request of 10% of the Active members to the Communications Chair stating the purpose thereof, a special meeting shall be called by the Communications Chair within thirty (30) days.

Section 3:

1. Written notice of the Annual Meeting shall be given at least seven (7) days prior thereto.
2. Special Meetings of the Club may be held on a seven (7) day written notice to all members. The notice shall state the purpose for which the Special Meeting is called, and no other business shall be transacted thereat.

Section 4: Only active members shall be entitled to vote at meetings of the Club. Any may be represented by written proxy if not able to attend in person. Voting may be via voice, but 1/3 of the active members present, including those represented by proxy, shall have the right to demand voting by written ballot.

Section 5: The members of the Club present at all Club meetings shall constitute a quorum for voting on club issues.

Section 6: Whenever in these By Laws, written notice is required, electronic mail notification shall constitute notice.

Section 7:

1. The Board shall hold its first meeting following the Annual Meeting of members in each year at least 3 months before the start of the new season.
2. Special meetings of the Board may be called by the President or upon the request of two members of the Board.
3. Written notice of the regular monthly, and special Board meetings, shall be sent to each member of the Board at least seven (7) days before the date of the meeting.

ARTICLE 9

Nominations

Section 1: Nominations to fill vacancies on the Board may be made during the nomination period. The nomination period will be between the time the notice is sent to membership and the Annual Meeting. Any active member may nominate any other active member for any open board position.

ARTICLE 11

Miscellaneous

Section 1:

1. Each person serving on the Board shall be indemnified against expenses actually and necessarily incurred by him in connection with the defense of any action, suit or proceeding in which he is made a party by reason of being a Board member, except in relation to matters as to which he

shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct in the performance of his duties.

2. The right of indemnification provided herein shall insure to each Board member referred to in (1) whether or not he is such Board member at the time such costs or expenses are imposed or incurred, and in the event of his death shall extend to his legal representatives.

Section 2: The By Laws may be amended by a two-thirds (2/3) vote of the active members present in person or represented by proxy, at any meeting of the Club provided at least seven (7) days written notice of such amendment shall be given to each such member.