

**ARTICLE I
NAME, ADDRESS AND SEAL**

Section 1.1 Name. The name of the Club is “Oahu Country Club” (herein the “Club”) and its address is 150 Country Club Road, Nu‘uanu Valley, Honolulu, Hawaii 96817.

Comment [WU1]: Added ‘Okina

Art. 1, Section 1. Name

The name of the Club is "Oahu Country Club" and its address is 150 Country Club Road, Nuuanu Valley, Honolulu, Hawaii 96817.

Section 1.2 Seal. The Club shall have a corporate seal, consisting of a circle bearing on its circumference the words “OAHU COUNTRY CLUB, HONOLULU” and in the center the words “Incorporated June 8.A.D.1906”. Its precise form may be determined by the Board.

Art 1, Section 2. Seal

The Club shall have a corporate seal, consisting of a circle bearing on its circumference the words "OAHU COUNTRY CLUB, HONOLULU" and in the center the words "Incorporated June 8.A.D. 1906". Its precise form may be determined by the Board of Directors from time to time and be altered at their pleasure.

**ARTICLE II
MEMBERSHIP**

Section 2.1 Eligible Persons. The Board may invite to membership any person of good moral character age 21 and over who meets the qualifications set forth in these By-Laws or established by the Board.

Art 2, Section 1. Eligible Persons

Any person of good moral character age 21 and over, and who meets such other basic qualifications as the By-Laws provide or as the Board of Directors may establish not inconsistent with these By-Laws, may be elected and become a member of the Club in a manner set forth in these By-Laws.

[Discarded provisions from current bylaws:]

Section 2. Basic Classes

There shall be two basic classes of membership, i.e. regular members and social members.

Under regular memberships, there shall be two categories, as follows: (1) regular non-transferable membership, (2) regular transferable membership.

Under social memberships, there shall be two categories, as follows: (1) social non-transferable membership, (2) social transferable membership.

Section 2.2 “Members” Definition. A Member shall be only the individual listed as a member on the club roster; all others shall be considered nonmembers. Beneficiaries are any individuals who receive privileges at the club by virtue of their relationship (as defined in the club’s Membership Rules) to a member. A guest is an individual not otherwise a member or beneficiary.

Comment [WU2]: Added for clarity.

Portion of Art. 2, Section 3 Other Classes and By-Laws Nomenclature

As used in these By-Laws, the term "member" shall mean members of all classes, unless a specific class is designated.

Section 2.3 Membership Privileges. All Memberships shall be deemed to have been acquired and shall be held only under the conditions, restrictions, limitations and provisions of these By-Laws, as such By-Laws may be amended. The privileges and responsibilities, terms and conditions, fees, dues, and other charges shall be established by the Board and be set forth in the Club Rules. Members shall hold only those rights and privileges of the class in which they belong.

Comment [WU3]: Applied existing language covering Regular members, to all members.

Comment [WU4]: Added to stress members will not keep rights and privileges from previously being members of other classes.

Portion of Art. 4, Section 1. Composition of Regular Members

All regular memberships shall be deemed to be held and have been acquired, only under the conditions, restrictions, limitations and provisions of the By-Laws of the Club, as such By-Laws shall exist and be amended from time to time. Regular membership shall confer no vested or other rights except those specifically conferred or provided for by the By-Laws.

Section 2.4 Classes of Memberships. Regular Membership shall be the premier class of membership. The Board may also establish additional categories of membership and extend Club privileges to such Members.

Comment [WU5]: Added to assert position of Regular member.

Comment [WU6]: Gives Board authorities to create and set rights for classes rather than establishing in bylaws.

ARTICLE III REGULAR MEMBERSHIP

Section 3.1 Regular Members. Regular Members shall have all privileges available in the Club. Only Regular Members shall have full golfing privileges. Only Regular Members shall be deemed “members” of the corporation as provided in Hawaii state statutes. Regular Membership shall confer no vested or other rights except those specifically conferred or provided in the By-Laws. Except as provided in these By-Laws, the Regular Membership of the Club shall be limited to persons who qualify and are elected and admitted to Regular Membership.

Comment [WU7]: Unless new proposal added, this exception is only for the automatic transfer of Intermediates.

Section 1. Regular Members

Regular members shall have all rights and privileges available in the Club. Only regular members shall have golfing privileges as a matter of right. Only regular members of the Club shall be deemed members of the corporation, or have the right to vote, or to attend voting membership meetings, or hold office; provided that any regular member who elects to become a super senior member shall continue to hold all rights previously held except for golfing privileges, which may be limited by the Board of Directors; and provided further that any regular member who elects to become a social member shall continue to hold all rights previously held, other than golfing privileges.

[Discarded provisions from current bylaws:]

Portion of Art 4, Section 1. Composition of Regular Members

The regular membership of the Club shall be limited to all persons who, at the time of the adoption of these By-Laws, are regular members of the Club in good standing, and all persons who shall hereafter be admitted to regular membership from time to time and duly qualify pursuant to the provisions of these By-Laws.

Section 3.2 Maximum Number of Regular Members. With the exception of Intermediate Members that transfer automatically into Regular Membership, the number of Regular Memberships in the Club shall be limited to six hundred (600) (“**Regular Cap**”) If the cap is exceeded, no other new or existing members may join this category until the cap is at or below the Regular Cap. The Board may fix the maximum number of Regular Memberships at any given time below the Regular Cap to prevent overcrowding on the golf course during heavy play periods. The Board may change the number of maximum allowable members per class of membership giving due recognition to the capacity of the facilities to accommodate all classes of members.

Comment [WU8]: Added so that Intermediates can still automatically pass to Regular regardless of cap.

Comment [WU9]: Added to ensure when cap is exceeded, no new or optionally transferring members may be added.

Section 2. Maximum Number

Except as hereinafter provided, and until otherwise provided by these By-Laws, the number of regular memberships in this Club shall be limited to six hundred (600), which number shall include present regular members of the Club, but shall not include non-resident regular members, super senior members and regular members who have transferred to social membership; provided, always, that nothing in this section or elsewhere in these By-Laws expressed or implied shall be deemed to affect the right of the voting membership at any time or times to increase the number of fixed regular memberships; provided, further, that the Board of Directors may fix the maximum number of regular memberships below the said limit of six hundred (600) if necessary to prevent overcrowding on the golf course during heavy play periods.

In the event that the maximum limitation of six hundred (600) established by the By-Laws for regular members is exceeded, or if a maximum set by the Board below six hundred (600) is exceeded, the Board of Directors shall adopt measures to reduce the regular membership to the existing maximum. The maximum number of social members shall be established from time to time by the Board of Directors, giving due recognition to the capacity of the house facilities to accommodate all classes of members.

If the Board of Directors establishes a limited regular class of membership with limited golf privileges, the Board shall set a maximum limitation for this class at any level the Board deems appropriate, but not to exceed twenty percent (20%) of the then existing maximum limitation for regular memberships.

ARTICLE IV OTHER MEMBERSHIPS

Section 4.1 Intermediate Members. Intermediate Memberships are Memberships that are offered in subcategories by age group with dues and joining fees established by the Board. Intermediate Members generally have all Regular Member use privileges except as limited below or in the Club Rules. Once an Intermediate Member reaches an age designated by the Board the member is automatically converted to a Regular Member.

Comment [WU10]: Gives Board authority to set age.

Section 4.2 Super Senior Membership. The Board may *establish* a Super Senior category of membership to Members who shall generally have the privileges of Regular Members, except as limited below or in the Club Rules. In addition to such other limitations as the Board may provide, a Super Senior Member must be at least 65 years of age and the combination of the Member's age plus continuous years of membership must equal or exceed 100 to apply for this category. All applications to convert to Super Senior must be approved by the Board in its discretion, and the Board may limit the number of Super Senior Memberships available at any given time. The Board also may provide that the dues and other charges for Super Senior Members may be different from Regular Members.

Comment [WU11]: Voting rights is likely major issue.

Portion of Art 2, Section 3. Other Classes and By-Laws Nomenclature

Notwithstanding any other provisions of these By-Laws the Board of Directors may establish a super senior category whose members shall have the basic rights and privileges of regular members pursuant to Article III, Section 1, except that the golfing privileges of super senior members may be limited as determined by the Board of Directors. In addition to such other limitations as the Board of Directors may provide, to qualify as a super senior member, the member must be at least 65 years of age and the combination of the member's age plus continuous years of membership must equal or exceed 100.

The Board of Directors may provide that a regular member who becomes a super senior member must surrender his or her transferable certificate evidencing regular membership. The Board of Directors also may provide that the dues and other charges for super senior members may be different than for regular members.

Section 4.3 Other Categories of Membership. Except as otherwise provided herein, Members of other Classes of Membership shall not have the right to vote, right to be a member of the corporation, or right to serve as directors or officers. The maximum number of Members of other classes shall be set by the Board. All other classes of Members shall have such limited privileges as specified by the Board not inconsistent with the By-Laws.

Comment [A12]: Voting issue

Portion of Art 2, Section 3. Other Classes and By-Laws Nomenclature

Other categories of regular and social memberships may be designated by the Board of Directors with such rights and privileges as the By-Laws and the Board shall determine. If the maximum number of members for the regular class has been reached or exceeded the Board may establish a limited regular membership class whose members shall be limited regulars temporarily pending their transfer to the regular class as vacancies occur. Limited regular entry fees shall be similar to the regular class, golf privileges shall be limited, and the monthly dues lower than dues for regular members, all as determined by the Board. Limited regulars shall have none of the basic rights and privileges of regular members pursuant to Article III, Section 1, except liquidation rights.

The Board of Directors, in their discretion may extend the privileges of the Club to persons other than regular members, and social members, and to limited regular members as described above, such as to limited golfers (closed to new members on January 24, 1990), to intermediates, to surviving spouses, to honorary persons, and to others, upon such terms and conditions and subject to the payment of such fees, dues, and other charges as the Board shall from time to time determine. For convenience and courtesy such persons shall be grouped into classes of membership. The number of persons admitted to any class or all classes may be limited by the Board from time to time. Their rights and privileges shall be such as the By-Laws and the Board of Directors shall determine and they shall be amenable to all of the By-Laws, policies and rules and regulations of the Club as made and in force from time to time relating to the government of the Club and the members thereof. Except for super senior membership, such other classes of membership that may be established by the Board of Directors shall have none of the basic rights and privileges of regular members pursuant to Article III, Section 1.

[Discarded provisions from current bylaws:]

Art 3, Section 2. Social Members

Social members shall have the same rights and privileges as regular members, with the exception of: golfing privileges, the right to vote and to attend voting membership meetings, right to be a member of the corporation, and right to serve as officers (except as ex-officio members of the Board of Directors pursuant to Article XII, Section 2); provided that social members who are former regular members shall continue to have all of the above rights except golfing privileges, pursuant to Article III, Section 1 above.

Art 3, Section 3. Other Classes

All other classes of members shall have such limited rights and privileges as shall be specified by the By-Laws, and the Board of Directors not inconsistent with the By-Laws.

Art. Section 4. Members May Hold But One Membership

No person shall be permitted to own or hold more than one membership in the Club.

ARTICLE V TRANSFERABLE CERTIFICATES

Section 5.1 [Transferable Certificate Program](#). The Club previously issued Transferable Certificates for memberships. The Club no longer offers Transferable Certificates. After a Member holding a Transferable Certificate resigns from the Club, he will receive a refund as and when described below.

Portion of Art 5, Section 2. Transferable Certificate Procedures

Each incoming member shall purchase from a member a transferable certificate. The incoming member shall transfer the newly purchased certificate for no consideration to the Club, which will retire the certificate. The incoming member shall receive a new non-transferable certificate evidencing his membership. When all transferable certificates for a particular class of membership have been retired, new members of that class shall not be required to purchase certificates.

If a transferable certificate is lost or destroyed, or wrongfully withheld, the Board of Directors by resolution may cancel such certificate and cause a new certificate to be issued in lieu thereof, upon such terms and conditions as the Board may require.

Section 5.2 Prohibition to Certificate Use As Security. No Membership Certificate shall be pledged, assigned, or hypothecated as security or collateral to any loan or agreement whatsoever by any Member, and no such certificate shall be subject to any creditor rights by way of any suit, judgment, garnishment, lien, attachment, execution, bankruptcy or divorce proceedings or any other legal process; and the Board shall have the right to take whatever action it deems necessary or advisable to enforce these provisions.

Portion of Art 5, Section 2. Transferable Certificate Procedures

No transferable certificate shall be pledged, assigned, or hypothecated as security or collateral to any loan or agreement whatsoever by any member, and no such certificate shall be subject to any creditor rights by way of any suit, judgement, garnishment, lien, attachment, execution, bankruptcy or divorce proceedings or any other legal process; and the Board shall have the right to take whatever action it deems necessary or advisable to enforce these provisions.

Section 5.3 Certificate Refund Plan. **The Board shall establish and implement a plan to refund all the outstanding Transferable Certificates.** The refund due for Transferable Certificates shall be in the amounts set forth in *the plan and shall not exceed the face value of the Certificate*. The Club may offset against such refund any of such Member's unpaid obligations to the Club. *Certificate holders may donate their certificate value for a designated purpose.*

Comment [WU13]: Moved from Article 6.

Comment [WU14]: Diane: members may donate to a specific purpose or a general donation.

Section 5.4 Termination of Rights and Privileges of the Club, and Surrender of Certificate. In the case of the death, resignation or expulsion of a Member holding a Transferable Certificate, the rights and privileges incidental to such membership shall terminate on the Member's termination date. The terminating Member's Transferable Certificate shall be redeemed by the Club as provided herein.

Comment [WU15]: See 9.3 Rights Terminated

Section 5.5 Order of Priority. Transferable Certificates shall be refunded in order of their date of surrender.

Art 6, Section 4. Order of Priority

Transferable certificates shall be offered for sale in order of their date of surrender. Thereafter, by oldest certificate date outstanding.

ARTICLE V

TRANSFERABLE AND NON-TRANSFERABLE
CERTIFICATES

Section 1. Transferable Certificates

Transferable memberships shall be evidenced by a transferable certificate which shall be substantially in the following form:

CERTIFICATE OF MEMBERSHIP
in the
OAHU COUNTRY CLUB
INCORPORATED UNDER THE LAWS OF THE STATE OF HAWAII
JUNE 8, 1906
(TRANSFERABLE)

No. _____

THIS CERTIFIES THAT _____ IS A _____ MEMBER of the OAHU COUNTRY CLUB and as such Member is entitled to the rights and privileges of such class of membership as provided in the By-Laws of the Club and is subject to the obligations incident to such membership as now or hereafter provided by the By-Laws of the Club and Board of Directors policy: irrevocable assent thereto is given by acceptance hereof.

Upon the holder ceasing to be a member this membership may be disposed of and transferred only as now or hereafter permitted or provided by the By-Laws, and no other manner of transfer shall be effective.

DATED: Honolulu, Hawaii _____

Initiation Fee

Paid \$ _____

Date of

Admission _____

ARTICLE VI

[Contents of Article VI of current bylaws incorporated into Article V. Number kept to match subjects of current bylaws but following will be renumbered in final proposal]

[Discarded provisions from current bylaws:]

Portion of Art 5, Section 2. Transferable Certificate Procedures

Each incoming member shall purchase from a member a transferable certificate. The incoming member shall transfer the newly purchased certificate for no consideration to the Club, which will retire the certificate. The incoming member shall receive a new non-transferable certificate evidencing his membership. When all transferable certificates for a particular class of membership have been retired, new members of that class shall not be required to purchase certificates.

If a transferable certificate is lost or destroyed, or wrongfully withheld, the Board of Directors by resolution may cancel such certificate and cause a new certificate to be issued in lieu thereof, upon such terms and conditions as the Board may require.

No transferable certificate shall be pledged, assigned, or hypothecated as security or collateral to any loan or agreement whatsoever by any member, and no such certificate shall be subject to any creditor rights by way of any suit, judgement, garnishment, lien, attachment, execution, bankruptcy or divorce proceedings or any other legal process; and the Board shall have the right to take whatever action it deems necessary or advisable to enforce these provisions.

Section 3. Non-Transferable Certificates

The Board of Directors shall prescribe the form of certificates of membership for classes of membership, or a category within a class of membership, that are non-transferable and therefore do not require a transferable certificate.

All members who do not hold transferable certificates, shall be issued non-transferable certificates which shall evidence their membership in the Club.

Art 6, Section 6. Issuance of New Certificate

No transfer of a membership shall be made nor any new certificate of membership issued except by authority of the Board of Directors entered upon the minutes of a meeting of the Board. The Board may refuse to authorize a transfer until the certificate has been purchased by the new member and the initiation fee paid and until the payment of any indebtedness due the Club from the former owner of the certificate.

**ARTICLE VII
TRANSFER OF MEMBERS FROM ONE CLASS TO ANOTHER**

[Discarded provisions from current bylaws:]

Portion of Art. 7, Section 1. Only Transferable Memberships Saleable to Qualified
Members

Only regular, limited regular, and social transferable memberships may be sold to others. Transferable memberships may be sold only to a person who shall have been duly elected to membership of the Club in accordance with Article V, Section 2.

Section 7.1 Transfer from Regular to Other Classes of Membership. Any Regular Member in good standing may at any time apply to become a member of another category of membership for which he or she qualifies, subject to the approval of the Board.

[Discarded provisions from current bylaws:]

Portion of Art 7, Section 1. Transfer from Regular to Social Membership

Any regular member in good standing may at any time elect to become a social member, subject to the approval of the Board of Directors, without regard to any then existing limitation on the maximum number of social members, by written application to the Chairman of the Membership Committee.

Section 7.2 Transfers to a Regular Membership by Former Regular Members. If a former Regular Member elects to transfer back to a Regular Membership, the Member may apply to do so without additional payment of initiation fees, or being placed on the Regular class waiting list. Such transfer requires Board approval, which may be given or withheld in its sole discretion.

Portion of Art 7, Section 2. Transfers of Social Members and Members of Other Classes to a Regular Membership

If a social member is a former regular member and elects to transfer back to a regular membership, the member may so elect without additional payment of initiation fees, or being placed on the regular class waiting list. Such transfer requires the approval of the Membership Committee and the Board of Directors.

If a super senior member elects to transfer back to a regular membership, the member may so elect without additional payment of initiation fees, or being placed on the regular class waiting list. Such transfer requires the approval of the Board of Directors.

Section 7.3 Transfers to a Regular Membership. Non-former Regular Members of other classes of membership, may apply to transfer to a Regular Membership if such Member meets the qualifications established by the By-Laws and the Board, pays the difference in initiation fees at the time of transfer. The amount of the difference in initiation fees may be determine by initiation fee at time of the transferring member becoming a member, or at time of transfer, or a combination thereof as set by the board. The Board may offer incentives to other classes by waiving or reducing the difference in initiation fees. Such transfers require approval by the Membership Committee, and election by the Board. If no vacancy exists in the Regular class, the transferring Member shall be placed on the Regular class waiting list in a manner prescribed by the Board.

Comment [WU16]: Likely Board question

Comment [WU17]: Allows board to set determination of amount due. Current policy is to take the lower of the 2 fees.

Comment [WU18]: e.g. Intermediate?

Art 4, Section 3. Transfer of Other Classes of Membership to Regular or Social Membership

Members in other classes of membership, including social members, may transfer to a regular membership if such a member meets all of the requirements of a regular membership provided for in the By-Laws. Similarly members in other classes of membership, including regular members, may transfer to a social membership subject to the By-Laws provisions. (See Article VII for the By-Laws provisions governing such transfers.)

Portion of Art 7, Section 2. Transfers of Social Members and Members of Other Classes to a Regular Membership

A social member other than a former regular member, and members of other classes of membership, may also elect to transfer to a regular membership if such member meets the basic qualifications of a regular membership established by the By-Laws and the Board of Directors, pays the difference in initiation fees, is approved by the Membership Committee, and is so elected by the Board of Directors. If no vacancy exists in the regular class the transferring member shall be placed on the regular class waiting list in a manner prescribed by the Board of Directors.

Art 7, Section 3. Other Transfers

In addition to regular members transferring to a social membership pursuant to Section 1 above, members from other classes may elect to transfer to a social membership subject to payment of the difference in initiation fees if higher, and election by the Board of Directors without regard to the then existing limitation on social membership. Such members transferring to a social membership shall have limited rights and privileges pursuant to Article III, Section 2.

Any other transfers between classes of membership not specifically covered in these By-Laws shall be governed by any applicable provision in the By-Laws and by policy established by the Board of Directors not inconsistent with these By-laws, but subject always to the approval of the Board of Directors.

Section 7.4 Transfer to and from Non-Residency Status. In the event that a Member changes permanent residence to a location other than on Oahu, such Member may apply to transfer to a Non-Resident Membership category subject to payment of such dues, fees and charges set by the Board. *This status is meant for members that do not maintain a substantial presence on the island of Oahu.* It is inconsistent with a Non-Resident Membership for a person to engage in substantial and regular usage of the Club facilities. What constitutes “substantial presence” and “substantial and regular usage” shall be determined by the Board. The Board may require a Non-Resident Member to pay Resident Membership dues and/or suspend the Nonresident Member if Club usage is inconsistent with the spirit of this limitation. The decision of the Board shall be conclusive as to whether a particular Non-Resident Member must pay Resident Membership dues. *What constitutes a Member’s Residency status is in the sole discretion of the Board.* It is the Non-Resident Member’s duty to notify the Club Secretary in writing of any change of residence, employment, or any other matter affecting his or her status or his or her spouse’s status, or his obligation to apply for Resident Membership and pay the appropriate fees and dues. Failure of the Non-Resident Member to notify the Club of such change may result in formal disciplinary action. In the event that the Non-Resident Member resumes permanent residence on Oahu and wishes to retain membership in the Club, the Member must request transfer back to his prior category of membership or apply for a resident category of membership, whereupon the Member shall be readmitted to membership as a resident of Oahu.

Comment [WU19]: Added to include actual presence on island in addition to club usage.

Art 7, Section 4. Transfer to Non-Residency Status and Right to Resume Former Status

In the event that a regular, social, intermediate, surviving spouse, or limited golf member changes permanent residence to a location other than on Oahu, such member may elect to transfer to a non- resident membership subject to payment of monthly dues as set by the Board of Directors and waiver of mini-charges, provided, if such non-resident member should visit Oahu and use Club facilities, residency dues and mini-charges shall be reinstated, but only if the use of the Club during said visit extends over a period of time, such time period to be designated by the Board of Directors.

In the event that the non-resident member resumes permanent residence on Oahu, and wishes to retain membership in the Club, the member must request transfer back to regular, social, intermediate, surviving spouse, or limited golf membership, as the case may be, whereupon the member shall be readmitted to membership as a resident of Oahu. No initiation fee shall be charged or any formalities of sponsoring or screening required.

All transfers under this Section shall be reported to the Board of Directors.

Section 7.5 Other Transfers

Any other transfers between classes of membership not specifically addressed in these By-Laws shall be governed by policy established by the Board, but such transfers shall always be subject to Board approval.

Section 7.6 Regular Member Transfer Privileges. Regular Members transferring to another Membership Class shall retain all non-golfing privileges until July 1, 2030.

Comment [WU20]: Option: depending on how board wants to handle voting privileges.

Comment [WU21]: Need to review in relation to voting rights. Board issue

Comment [WU22]: Voting rights issue

Section 7.7 Member Class Privileges and Refunds. Except as explicitly provided in these By-Laws, Members transferring to another Membership Class shall have only the privileges of Membership Class the Member becomes a part of and shall not be entitled to any refund.

Portion of Art 7, Section 1. Transfer from Regular to Social Membership

The transferring member shall retain all of the rights previously held as a regular member other than golfing privileges. No such transferring member shall be entitled to any refund of initiation fees previously paid.

**ARTICLE VIII
ADMISSION TO MEMBERSHIP**

Section 8.1 Membership Committee. There shall be a Membership Committee appointed by the President with the approval of the Board, whose duty it shall be to investigate and report to the Board upon candidates for membership in the Club.

Art 8, Section 1. Membership Committee

There shall be a Membership Committee appointed by the President with the approval of the Board of Directors, whose duty it shall be to investigate and report to the Board upon applicants for membership in the Club.

Section 8.2 Sponsors. A candidate for membership may be sponsored by any two Members of the Club. In the event that a Board member sponsors an individual for membership, that sponsoring Board member must recuse himself from voting on that candidate.

Art 8, Section 2. Sponsors

An applicant for membership may be sponsored by any two members of the Club. In the event that a Board member sponsors an individual for membership, that sponsoring Board member must recuse themselves from the vote of the sponsored individual.

Section 8.3 Review of Candidate and Protest Procedure. The Membership Committee shall investigate the candidate and, if satisfied as to the candidate's desirability and eligibility as a Member, shall post or distribute in a manner proscribed by the board the name of the candidate and any such other data as the Board considers pertinent. After posting, any Member may protest in writing to the Secretary, or to a member of the Board, or to a member of the Membership Committee, against the admission of the candidate stating the reasons therefor. The name of the protestant shall not be recorded or divulged except to the Board. After posting for a minimum of three weeks, any protests received will be reviewed by the Membership Committee. Any protestant shall hold him or herself ready to disclose in confidence to the Committee or Board any further facts or any data relating to the objection.

Comment [WU23]: By request of the Membership Committee, need to insert language requiring at least five (5) members of the Club who are known by the applicant.

Comment [WU24]: Added to allow Board to set manner in which candidate names are made known to membership.

Comment [A25]: Or herself

Art 8, Section 3. Pre-Screening and Application Procedures

The Board of Directors may require that applicants for membership be pre-screened as to presumptive suitability and eligibility before an application is given to a sponsor. In such event the Board shall prescribe the manner and procedure to be followed by the Membership Committee in such pre-screening.

In the event there is no objection from the Membership Committee in its pre-screening investigation the Chairman of the Committee shall forward an application form to the sponsor of the applicant. Such application shall be in such form as the Board of Directors may prescribe from time to time. It shall always set forth the name, age, permanent residence, occupation, birth place, education and family status of the applicant; and shall request the names of at least five (5) members of the Club who are known by the applicant. The sponsors shall state therein the length of time they have known the applicant and certify that in their opinion the applicant is a person of good moral character.

Art 8, Section 4. Review of Applicant by Membership Committee, and Protest Procedure

The Membership Committee shall investigate the applicant with every resource at its command, and if satisfied as to the applicant's desirability and eligibility as a member, shall post the application on the Bulletin Board and shall have circulated by mail to all members the name of the applicant and such other data as the Board of Directors considers pertinent.

After posting and circulation of the applicant's name and other data as described above, any member may protest orally or in writing to the Secretary, or to a member of the Board, or to a member of the Membership Committee against the admission of the applicant stating the reasons therefor. The name of the protestant shall not be recorded or divulged except to the Board. After posting and circulation for a minimum of three weeks any protests received will be reviewed by the Membership Committee. Any protestant shall hold himself ready to disclose in confidence to the Committee any further facts or any data relating to the objection.

Section 8.4 Election. The name or names of candidates recommended for membership by the Membership Committee shall be submitted to the Board. Board members shall vote on each candidate by secret ballot. The affirmative vote of at least seven Board members shall be required to elect a candidate and two dissenting votes shall prevent such election. All proceedings upon elections shall be secret and confidential.

Art 8, Section 5. Election

The name or names of applicants recommended for membership by the Membership Committee shall be submitted to the Board of Directors at its next meeting in the order in which applications are received by the Committee. Board members shall vote on each applicant separately by secret ballot.

The affirmative vote of at least seven members of the Board shall be required to elect an applicant and two dissenting votes shall prevent such election. All proceedings upon elections shall be secret and confidential.

Section 8.5 Requirements for Membership. A candidate who has been elected to membership by the Board shall be notified by the President or Secretary. Such election shall be contingent on the following: (a) payment of the requisite initiation fee; (b) payment of dues for the month in which the membership is issued; (c) signing such joining documents as the Board may require; (d) *and, submit satisfactory portrait photograph.*

Art 8, Section 7. Qualifications for Membership

An applicant who has been elected to membership by the Board of Directors shall be so notified by the President or the Secretary. Such election shall be contingent on the following:

- (a) Payment of the requisite initiation fee.
- (b) As provided in Article V, Section 2, purchase from a member his or her transferable certificate for the class to which elected, provided such a transferable certificate is available.
- (c) Payment of dues for the month in which the membership is issued.
- (d) By signing a document accepting membership in the Club and by agreeing to abide by the By-Laws and rules of the Club.

Art. 6, Section 5. Initiation Fee

A new member shall pay to the Club an initiation fee as fixed by the Board of Directors.

Section 8.6 Failure to Qualify. A newly elected Member shall be given thirty (30) days to complete the joining requirements above. If such Member fails to

qualify within said period the election to membership shall be voided, unless the period to qualify has been extended by the Board.

Art 8, Section 9. Failure to Qualify

A newly elected member shall be given thirty (30) days to qualify under Section 7 above. If such member fails to qualify within said period the election to membership shall be voided, unless the period to qualify has been extended by the Board of Directors for good reason.

Section 8.7 Waiting List. A waiting list for membership in any class of membership in which the maximum limitation has been reached or exceeded shall be administered in a manner prescribed by the Board, not inconsistent with these By-Laws.

Art 8, Section 10. Waiting List

A waiting list for membership in any class of membership in which the maximum limitation has been reached or exceeded shall be administered in a manner prescribed by the Board of Directors, not inconsistent with these By-Laws.

[Discarded provisions from current bylaws:]

Art 8, Section 6. No Reapplication for One Year

If an applicant is rejected for membership no such person shall be again proposed or considered for membership until after the expiration of one year from the time of such rejection.

Art8, Section 8. Acquisition of Transferable Certificate

A regular, limited regular, or social transferable membership which requires the purchase of a transferable certificate, may be acquired by the newly elected member in any manner following:

- (a) By the issuance of a new transferable certificate in exchange for the surrender of an outstanding transferable certificate as outlined in Article V, Section 2.
- (b) If there shall be any unissued transferable certificate consistent with the maximum limitations established for each class of transferable membership, the unissued transferable certificate may be issued, subject to the approval of the Board of Directors.

ARTICLE IX RESIGNATION AND MEMBER DISCIPLINE

Section 9.1 Resignations Effective Only on Acceptance. A Member may at any time tender his or her resignation of membership in writing on a form provided by the Club, delivered to the Secretary, but no resignation shall become effective until it shall be accepted by the Board. The Board may refuse to accept a resignation until the full payment of all of the Member's indebtedness to the Club has been made.

Art 9, Section 1. Resignations Effective Only on Acceptance

A member may at any time tender his or her resignation of membership in writing, delivered or mailed, to the Secretary, but no resignation shall become effective until it shall be accepted by the Board of Directors. The Board may refuse to accept a resignation until the full payment of all of the member's indebtedness to the Club.

Section 9.2 Discipline of Members

(a) General. Any Member, or any family member, invitee or guest of such Member, whose conduct violates the Club's By-Laws or Rules or is deemed by the Board to be improper or likely to endanger the welfare, safety, harmony or good reputation of the Club, its Members or its staff, may be reprimanded, fined, suspended or expelled from the Club by action of the Board. The Board shall be the sole judge of what constitutes improper conduct or conduct likely to endanger the welfare, safety, harmony or good reputation of the Club, its Members or its staff. When a Member's conduct is such as may, in the Board's opinion, be satisfied by an apology or reparation (including a fine), the Board may require the Member to make such an apology or reparation and fix a time for performance. Failure to comply with the direction of the Board shall be sufficient grounds for suspension or expulsion.

Portion of Art 9, Section 5. Discipline of Members and Privileged Persons

When an offense is such as may in the judgment of the Board be satisfied by apology, reparation, or the payment of a fine, the Board may require the member to make such apology, reparation, or pay such fine to be accomplished within a fixed time period. Failure to do so shall be sufficient ground for suspension or expulsion as the Board may deem just. (See Article X, Section 7 for limitations on fines).

(b) **Board Action.** Except for automatic suspensions related to delinquent financial obligations to the Club, a Member shall be notified in writing of any proposed disciplinary action and shall be given an opportunity to be heard by the Board to show cause why such Member should not be disciplined, suspended or expelled in accordance with this Article at least fifteen (15) calendar days prior to the effective date of such discipline. If the Member desires to be heard, the Member must provide a written request for a hearing to the Board within five (5) calendar days after the Club's written notice to the Member of its proposed action. Upon the Board's receipt of the written request for a hearing, the Board of Directors shall set a time and date not less than five (5) business days thereafter for such hearing. The Board may, alternatively, set a hearing date in the notice to the Member of the proposed disciplinary action. While such complaint is being considered by the Board, the Member shall enjoy all privileges of the Club to which the Member was entitled prior to such complaint, unless the Board determines, in its sole discretion, that the use of such privileges would be improper or likely to endanger the welfare, safety, harmony or good reputation of the Club, its Members or its staff. If a Member under consideration for disciplinary action is a Director, the Member shall not vote or participate as a Director in the consideration of the charges as hereinafter provided or be counted as a Director then in office.

Comment [WU26]: So board must notify 15 days prior, then give member 5 days to ask for hearing.

Comment [WU27]: Constructive notification should be defined later on.

Comment [WU28]: Shouldn't member be heard before a proposed disciplinary action is formulated?

Comment [WU29]: How about 10 days

Comment [WU30]: Is received?

Comment [WU31]: Expanded from Expulsion only to all disciplinary actions.

Section 3. Hearing

Not less than three (3) days before action is taken by the Board on charges punishable by expulsion, the member charged shall be furnished with a written statement of the charges signed by the Secretary with notice of the time and place of a hearing fixed for the consideration thereof. The member charged shall be at liberty to attend in person at such hearing and be heard in the member's own behalf upon such charges. After the hearing the Board shall privately consider the charges and the evidence relating thereto and render a decision thereon. A condensed statement of such proceedings and decision shall be entered by the Secretary upon the minute book of the Club and the decision thereupon entered shall be final and conclusive of said matter.

[Discarded provisions from current bylaws:]

Portion of Art 9, Section 5. Discipline of Members and Privileged Persons

If the person who has breached the By-Laws or Club rules or policy or engaged in conduct as described in Section 2 of this Article is not a member, but a privileged person (family members, or guest of a member, or guest of the Club) the Board of Directors by two-thirds vote of those then present at such meeting may cancel indefinitely, or suspend for a fixed period of time such person's Club privileges and right to be on Club property as the Board shall decide.

(c) Suspension. A Member may be suspended by a majority vote of all the Directors present and qualified to vote at any regular or special meeting of the Board. The period of suspension shall be as determined by the Board. A Member who has been suspended shall forfeit all rights and privileges of membership until the period of suspension has expired and all indebtedness owed to the Club has been paid. A Member's obligation to pay monthly dues, assessments, mini-charges and other charges shall continue during the period of suspension.

Comment [WU32]: Legal? Maybe drop and just fine.

Art 9, Section 6. Suspension of a Member

A member may, for any causes punishable by expulsion, if the Board feels that expulsion is too severe, be suspended from the privileges of the Club, after like notice, hearing and decision, for a period not to exceed one year as determined by the Board, by the vote of two-thirds of the members of the Board of Directors then present at such meeting.

Art 9, Section 7. Continuing Liability

If a member has been suspended, as provided for in Section 6 above, the obligation of such member to continue to pay monthly dues, and other Club charges as determined by the Board of Directors, shall continue during the period of the member's suspension.

Similarly any member subject to the other forms of discipline as provided for in this Article, namely, expulsion, reparation or fine shall have a continuing liability to pay all Club charges when due, consistent with the provisions of these By-Laws.

(d) Expulsion. A Member may be expelled by a two-thirds vote of the entire Board in office. At the Board meeting to consider whether the Member may be expelled, the Member may appear in person and/or may file written statements.

After the hearing, the Board shall privately consider the charges and evidence and render a decision, a copy of which shall be furnished to the Member. Only Board members who were present during consideration of the testimony at the hearing, either in person or by telephone, shall be entitled to vote. The action of the Board shall be final, conclusive, and binding on the Club and the Member. A Member who has been expelled as provided herein shall forfeit all rights and privileges of membership, except as otherwise provided in these By-Laws.

Art 9, Section 2. Expulsion

By the unanimous vote of all members of the Board of Directors present at a meeting duly called for that purpose in accordance with the provisions of Article XII, Section 8, any member may be expelled from the Club for any conduct which in the judgment of the Board of Directors is dishonorable, or disgraceful, or detrimental to the interests or reputation of the Club, or calculated to bring the Club or any of its members into ill repute, or inimical to the Government of the United States, either within or without the premises of the Club, or for any breach of the By-Laws or rules or policy of the Club. If such a member be a director such person may, for any like cause, be expelled by the unanimous vote of all the other members of the Board then in office and present at such a meeting.

Art 9, Section 4. Effect of Expulsion

Expulsion shall effect the immediate forfeiture of all rights and privileges of the member expelled and such membership if transferable shall be disposed of as provided for in these By-Laws.

(e) Suspension for Delinquency. Notwithstanding the foregoing, Members who are delinquent in their financial obligations to the Club may be summarily and immediately suspended by the Board without a hearing. The Club deems the Member's billing statement to the Member as notice of his obligations and these By-Laws as notice of a proposed discipline if he fails to fulfill his financial obligations.

Section 9.3 Rights Terminated. Except as expressly provided herein, if any Member shall die, resign or be expelled from the Club, such Member shall thereupon cease to have any interest or share in the property and assets of the corporation, if such Member has any, and such death, resignation or expulsion shall operate as a release and assignment to the corporation of all the rights, title

and interest of such Member in and to the Member's membership and the property, assets and privileges of the Club.

Portion of Art 7, Section 1. Only Transferable Memberships Saleable to Qualified Members

All other classes of membership shall be non-transferable and shall terminate upon resignation, death or expulsion of the holder thereof.

[Discarded provisions from current bylaws:]

Art 7, Section 2. Selling Price for Transferable Certificate

The selling price for the purchase of transferable certificates shall be the price set forth in Article XX of these By-Laws.

Art. 6, Section 3. Termination of Rights and Privileges of the Club, and Surrender of Certificate

In the case of the death, resignation or expulsion of a member holding a transferable membership, the rights and privileges incidental to such membership shall terminate on the member's termination date from the Club as approved by the Board of Directors and shall not relate to the sale and transfer date of the member's certificate.

The terminating member's transferable certificate shall be sold to an incoming member as provided in Article V, Section 2.

Art 9, Section 8. Rights Terminated

If any voting member of the Club shall die, resign or be expelled from the Club such member shall thereupon cease to have any interest or share in the property and assets of the corporation, if the voting member has any, and such death, resignation or expulsion shall operate as a release and assignment to the corporation of all the rights, title and interest of such voting member in and to the property, assets and privileges of the Club.

ARTICLE X
DUES, FEES, ASSESSMENTS AND CHARGES

Section 10.1 Amounts Fixed by the Board. The amounts to be paid for initiation fees and dues shall be fixed by the Board from time to time; provided that any increase in dues shall not take effect until at least thirty (30) days after notice thereof shall have been given to the Members. Dues shall commence on the first day of the month in which a Member is admitted. The Board shall also fix charges for green fees, cart rentals, mini-charges, club storage and cleaning, locker rental, private parties, guest cards or other fees and charges as the Board shall determine.

Art 10, Section 1. Amounts Fixed by the Board

The amounts to be paid for initiation fees and dues (except where exemption in whole or in part is allowed under these By-Laws) shall be fixed by the Board of Directors duly entered upon the minutes of the Board, and be subject to change in like manner from time to time; provided that any increase in dues shall not take effect until at least thirty (30) days after notice thereof shall have been given to the members. Dues shall commence on the first day of the month in which a member is admitted. In addition to the charges above the Board of Directors shall likewise from time to time fix charges for green fees, cart rentals, mini-charges, club storage and cleaning, locker rental, private parties, guest cards or other fees and charges as the Board shall determine, all subject to change from time to time as the Board shall decide.

Art 10, Section 11. Dues Differential

At no time shall the dues of social members exceed eighty percent (80%) of the dues of regular members.

Section 10.2 When Payable. Monthly dues shall be payable in advance plus the amount of any tax thereon, if any. Any other indebtedness incurred, or fines imposed, or assessments levied during any month shall be due and payable on the monthly billing date. The Board shall have power to fix the maximum amount of indebtedness which a Member may incur, and to change such amount from time to time.

Art 10, Section 3. When Payable

OCC Bylaws Review - 1/25/12
Monthly dues shall be payable in advance to the treasurer plus the amount of any tax thereon, if any. Any other indebtedness incurred, or fines imposed, or assessments levied during any month shall be due and payable on the monthly billing date.

Section 10.3 Statements of Account. The Club, within seven (7) days after the closing day of the billing period, shall cause to be sent to each Member a statement of the Member's indebtedness to the Club. If such indebtedness shall not be paid within one (1) month following such billing date, a delinquent finance charge (as determined from by the Board) shall be charged. If such indebtedness shall not be paid within two (2) months of such billing date, the name of the delinquent Member and the amount of the unpaid account shall be posted on the Club's Bulletin Board and the Member's use and charging privileges will be summarily suspended for so long as such delinquency continues.

Section 4. Statements of Account

The Treasurer, within seven (7) days after the closing day of the billing period, shall cause to be sent to each member a statement of the member's indebtedness to the Club. If such indebtedness shall not be paid within one (1) month following such billing date, a delinquent finance charge (as determined from time to time by the Board of Directors) shall be charged. If such indebtedness shall not be paid within two (2) months of such billing date the name of the delinquent member and the amount of the unpaid account shall forthwith, without any action or order of the Board of Directors, be posted by the Treasurer on the Club's Bulletin Board, and written notice shall be given by the Treasurer to such delinquent member that unless full payment shall be made within thirty (30) days after the date of such posting, the member's delinquency will be certified by the Board and the member will then be subject to membership suspension or termination by the Board.

Section 10.4 Suspension or Cancellation; Reinstatement. Any Member who is delinquent in his or her financial obligations to the Club as described above may be summarily and immediately suspended by the Board without a hearing. The Member's billing statements and these By-Laws are deemed notice of the Member's obligations and notice of a proposed disciplinary action if the Member fails to fulfill the Member's financial obligations to the Club.

Art 10, Section 5. Suspension or Cancellation; Reinstatement

Failing such payment the Treasurer shall give notice thereof to the Board accordingly, and the Board of Directors may then, without any other or further notice to the delinquent member, suspend the delinquent member until payment is made, or cancel the membership. Upon good cause shown, the Board may upon application from the delinquent member within ninety (90) days thereafter, rescind such cancellation of membership, but only upon condition that all existing indebtedness of such member shall first be fully paid.

The Board shall have power to fix the maximum amount of indebtedness which a member may incur, and to change such amount from time to time.

Section 10.5 Assessments. The Board may levy assessments upon all Members up to but not exceeding a dollar amount equal to two times the Member's current monthly dues in any one calendar year to meet any of the Club's debts or obligations. The assessment shall be paid in such manner as the Board shall determine.

Art 10, Section 6. Assessments

The Board may levy assessments upon all members up to, but not exceeding a dollar amount equal to two times the member's current monthly dues in any one calendar year to meet any of the debts or obligations of the Club. The assessment shall be paid in such manner as the Board shall determine, i.e. the time period of payment, and whether all members shall pay the same amount or differing amounts based on the dues structure.

Section 10.6 Fines and Penalties. The Board may impose a fine or penalty, not to exceed three times the monthly dues of a Regular Member, upon any Member or person enjoying the Club privileges for any infraction of any By-Laws or Rule or Policy of the Club. If not paid when due, the person in default may be subject to further action by the Board.

Art 10, Section 7. Fines and Penalties

The Board of Directors at any meeting may impose a fine or penalty, not to exceed three times the monthly dues of a regular member, upon any member or person enjoying the privileges of the Club for any infraction of any By-Laws provision or rule or policy of the Club, and such fine or penalty shall be paid in a manner determined by the Board, but shall always have a fixed date for payment. If not paid when due, or before due dates, the person in default may by order of the Board without any further hearing be suspended from the privileges of the Club until payment shall be made, and pending further action by the Board.

Section 10.7 Half Rate Dues During Prolonged Illness. The protracted illness of any Member in good standing may at the discretion of the Board warrant the remission of one-half the regular dues of such Member with waiver of mini-charges during such illness. The Board shall adopt a policy from time to time governing such concessions.

Comment [WU33]: Does this track with what club is doing? Thought we have waiver of dues.

Section 10. Half Rate Dues During Prolonged Illness

The protracted illness of any member in good standing, for a period of three (3) months or more, may at the discretion of the Board warrant the remission of one-half the regular dues of such member with waiver of mini-charges during such illness.

Section 10.8 Reinstatement. The Board may reinstate a former Member who resigned in good standing, consistent with the Club's reinstatement policy adopted by the Board from time to time, which may include as a requirement that the Member pay any assessment from date of resignation to date of reinstatement, and in all cases will be subject to approval of reinstatement and its terms by the Board.

Art 10, Section 12. Reinstatement

The Board of Directors shall have the power to reinstate any former member of the Club who resigned pursuant to Article IX, Section 1 subject to the following:

- (a) No payment of initiation fee shall be required unless reinstatement is to a different class of membership with a higher initiation fee.
- (b) Payment of full back dues from date of resignation to date of reinstatement as determined by the Board.
- (c) Approval of reinstatement and its terms by the Board of Directors.

ARTICLE XI

[Discarded provisions from current bylaws:]

Art 10, Section 2. Lien for Dues, Assessments, Etc.

In addition to the personal liability of members all transferable memberships shall be liable and be under lien to the Club as security for the payment of all indebtedness, dues, assessments, charges, fines and impositions accruing against such member, until transferred upon the books of the Club as herein provided.

Art 10, Section 8. Suspension of Credit

After the posting of delinquency of a member as herein provided, such member shall not be allowed any further credit in the Club while such delinquency shall continue.

Art 10, Section 9. Effect of Cancellation

When a membership is canceled as provided in Section 5 of this Article, the member shall cease to be entitled to any further privileges of the Club, and the member's rights shall terminate as though in the case of an expelled member, subject only to reinstatement as provided in Section 5.

EXTENSION OF CLUB PRIVILEGES TO FAMILY MEMBERS AND GUESTS

Section 11.1 Spouse and Eligible Children. The Member's spouse and children under age 23 who are unmarried and living at home or full-time students or military ("Family") shall generally be entitled to the Member's use privileges, subject to the Club's Rules and to such limitations as the Board may establish. The Board may adopt policies to allow an unmarried Member to apply periodically for permission to appoint an unrelated, unmarried domestic partner as his or her Significant Other. A Significant Other will generally have the use privileges of a spouse, subject to all limitations established by the Board. The

Comment [WU34]: Need to clean up and/or; maybe add commas

Member shall be responsible for all indebtedness incurred by such privileged persons.

Art 11, Section 1. Spouse and Eligible Children

The spouse and/or eligible children of a member shall be entitled to the privileges of the Club without payment of dues. If the member is eligible for golf privileges the member's spouse and/or eligible children shall be eligible for limited golf privileges as determined by the Board of Directors without payment of green fees. Eligible children shall mean a child of a member who is under age 23, dependent, unmarried, and living at home. The member shall be responsible for all indebtedness to the Club incurred by such privileged persons.

Section 11.2 Guests of Members. A guest of a Member or his Family is permitted to use Club facilities subject to the Rules governing guests. The use of Club facilities unaccompanied by a Member or his Family is limited to the issuance of a non-transferable guest card. A Member may sponsor a guest card for a non-resident of Oahu for ten (10) consecutive days and such guest shall be subject to charges and surcharges as the Board may require and shall be subject to all applicable Rules. The Member for whom a guest card is issued shall be liable for all indebtedness incurred by the guest. A Member and his family collectively may not sponsor more than two guest cards at any one time.

Art 11, Section 2. Guests of Members

Guests of a member who are accompanied by a member (or family members) are permitted to use Club facilities subject to the rules governing such guests established by the By-Laws and the Board of Directors. The use of Club facilities unaccompanied by a member or family members, is limited to the issuance of a guest card. A member may sponsor a guest card for a non-resident of Oahu for ten (10) consecutive days and such guest shall be subject to charges and surcharges as the Board of Directors may require and shall be subject further to all rules of the Club governing the use of guest cards as established by the Board from time to time. A member may not sponsor more than two guest cards at any one time.

Section 11.3 Former Members. Former Club members may be eligible to use the Club Facilities as a guest of another member. However, any former Club member who has an unpaid Club account balance, was expelled from membership in the Club, or was not in good standing with the Club when his or her membership was terminated, shall not be allowed to come on the Club property or to use the Club Facilities for any reason.

[Discarded provisions from current bylaws:]

Art 11, Section 3. Members Liability for Guests

A member at whose request a guest card is issued shall be liable for all indebtedness incurred by the guest to the Club, and, if the same is not paid by such guest within the time limits prescribed by the Board, such indebtedness shall be paid by the sponsoring member.

Art 11, Section 4. Privileges Not Transferable

No privileges extended to any person under this Article shall be transferable to any other person.

Art 11, Section 5. Entertainment

The Board of Directors may permit limited use of Clubhouse facilities for entertainment by guest groups when sponsored by a member subject to such restrictions and charges as the Board may deem proper. Utilization of Club facilities by non-members shall always be subservient to the interest of Club members.