# OCC Bylaws Proposal

## **ARTICLE I**

## **NAME, ADDRESS AND SEAL**

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

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## 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.

## **ARTICLE II**

## **MEMBERSHIP**

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## 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.

## *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.*

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## 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.

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## 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.

## *Section 2. Basic Classes*

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

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

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

## *Section 3. Other Classes and By-Laws Nomenclature*

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## *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.*

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## *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 a 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.*

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## *As used in these By-Laws, the term "member" shall mean members of all classes, unless a specific class is designated. The term "voting member" shall mean only those members who have the right to vote pursuant to Article III, Section 1.*

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## *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.*

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## *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 egular members.*

## 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.

## **ARTICLE III**

## **REGULAR MEMBERSHIP**

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## 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.

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## Section 3.2 Maximum Number of Regular Members. The number of Regular Memberships in the Club shall be limited to six hundred (600) (“**Regular Cap**”). If the cap is exceeded, *with the exception of the automatic transfer of Intermediate members,* 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.

## **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.

## Section 4.2 Super Senior Membership. The Board may establish a Super Senior category of membership to Members who, *with the exception of the right to vote and being members of the corporation, shall have all the rights and privileges of Regular Members*. 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 years of Regular 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.

## *“except that the golfing privileges of super senior members may be limited as determined by the Board of Directors”*

## *“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.”*

## Section 4.3 Rights and Privileges of Non-Regular Members. Except as provided herein, only regular members shall have the right to vote, right to be a member of the corporation, and 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.

## ARTICLE V

## TRANSFERABLE AND NON-TRANSFERABLE CERTIFICATES

## ARTICLE VI

## TRANSFER OF MEMBERSHIPS

## ARTICLE VII

## TRANSFER OF MEMBERS FROM ONE CLASS TO ANOTHER ~~AND TRANSFER TO NON-RESIDENCY STATUS~~

## Section 7.1~~.~~ Transfer from Regular to Other Classes of~~Social~~ Membership.

## Any Regular Member ~~regular member~~ in good standing may at any time apply~~elect~~ to become a member of another category of membership for which he or she qualifies,~~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. 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.~~

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## Section 7.2~~.~~ Transfers ~~of Social Members and Members of~~

## ~~Other Classes~~ to a Regular Membership by Former Regular Members.

## If a ~~social member is a~~ former Regular Member ~~regular member and~~ elects to transfer back to a Regular Membership,~~regular membership,~~ the Member~~member~~ may apply to do so~~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.~~

## ~~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.~~

## ~~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~~regular~~ class waiting list. Such transfer requires Board ~~the~~ approval, which may be given or withheld in its sole discretion. ~~of the Board of Directors.~~

## Section 7.4~~.~~ Transfer to and from Non-Residency Status. ~~and Right to Resume Former Status~~

## In the event that a Member~~regular, social, intermediate, surviving spouse, or limited golf member~~ changes permanent residence to a location other than on Oahu, such Member~~member~~ may apply~~elect~~ to transfer to a Non-Resident Membership category~~non-resident membership~~ subject to payment of such~~monthly~~ dues, fees ~~as set by the Board of Directors~~ and ~~waiver of mini-~~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~~, provided, if such non-resident member should visit Oahu and use~~ 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~~facilities, residency~~ dues and/or suspend the Nonresident Member if Club usage or physical presence on Oahu is inconsistent with the spirit of this limitation. The decision of the Board shall ~~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 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 ~~designated by~~ 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. ~~of Directors.~~

## In the event that the Non-Resident Member~~non-resident member~~ resumes permanent residence on Oahu~~,~~ and wishes to retain membership in the Club, the Member~~member~~ must request transfer back to his prior category of membership or apply for a resident category of membership, ~~regular, social, intermediate, surviving spouse, or limited golf membership, as the case may be,~~ whereupon the Member~~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.~~

## Section 7.5~~All transfers under this Section shall be reported to the Board of Directors.~~ 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 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 7.6 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.

## **ARTICLE VIII**

## **ADMISSION TO MEMBERSHIP**

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## Section 8.1~~.~~ 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 candidates~~applicants~~ for membership in the Club.

## Section 8.2~~.~~ Sponsors.

## A candidate~~An applicant~~ for membership may be sponsored by any two Members~~members~~ of the Club. The Membership Committee or Board may also establish additional pre-screening requirements. In the event that a Board member sponsors an individual for membership, that sponsoring Board member must recuse themself from voting on that candidate.~~themselves from the vote of the sponsored individual.~~

## Section 8.3~~. 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.~~

## Section 8.4~~5.~~ Election.

## The name or names of candidates~~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 candidate~~applicant separately~~ by secret ballot.

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

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## ~~Section 6. No Reapplication for One Year~~

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## ~~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.~~

## ~~Section 7. Qualifications for Membership~~

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## ~~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:~~

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## ~~(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.~~

## 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, submission of a satisfactory portrait photograph.*

## Section 8.6~~9.~~ Failure to Qualify.

## A newly elected Member~~member~~ shall be given thirty (30) days to complete the joining requirements~~qualify under Section 7~~ above. If such Member~~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~~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.

## **ARTICLE IX**

## **RESIGNATION** ~~, TERMINATION, EXPULSION~~

## **AND MEMBER DISCIPLINE**~~SUSPENSION OF MEMBERSHIP~~

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## Section 9.1~~.~~ Resignations Effective Only on Acceptance.

## A Member~~member~~ may at any time tender his or her resignation of membership in writing on a form provided by the Club,~~,~~ 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~~member's~~ indebtedness to the Club has been made.~~.~~

## Section 9.2~~. 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.~~

## ~~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.~~

## ~~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.~~

## Section 9.2 Discipline of Members

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## (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.

## (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.

## (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.

## (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.

## (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 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).~~

## ~~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.~~

## ~~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.~~

## ~~Section 7. Continuing Liability~~

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## ~~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.~~

## Section 9.3~~8.~~ Rights Terminated.

## Except as expressly provided herein, if any Member ~~If any voting member of the Club~~ shall die, resign or be expelled from the Club, such Member~~member~~ shall thereupon cease to have any interest or share in the property and assets of the corporation, if such Member~~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 Member~~voting member~~ in and to the Member’s membership and 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 ~~(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. ~~members.~~ Dues shall commence on the first day of the month in which a Member~~member~~ is admitted. The ~~In addition to the charges above the~~ Board ~~of Directors~~ shall also~~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. ~~determine, all subject to change from time to time as the Board shall decide.~~

## ~~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.~~

## Section 10.2 When Payable.

## 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. 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 10.3~~4.~~ Statements of Account.

## The Club,~~Treasurer,~~ within seven (7) days after the closing day of the billing period, shall cause to be sent to each Member~~member~~ a statement of the Member’s~~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~~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~~Club's~~ Bulletin Board~~,~~ and the Member’s use and charging privileges will be summarily suspended for so long as~~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 continues.~~will be certified by the Board and the member will then be subject to membership suspension or termination by the Board.~~

## Section 10.4~~Section 5.~~ Suspension or Cancellation; Reinstatement. Any Member who is delinquent in his or her financial obligations ~~Failing such payment the Treasurer shall give notice thereof~~ to the Club as described above may be summarily and immediately suspended by the Board ~~accordingly, and the Board of Directors may then,~~ without a hearing. The Member’s billing statements and these By-Laws are deemed notice of the Member’s obligations and~~ny other or further~~ notice of a proposed disciplinary action if ~~to~~ the Member fails to fulfill~~delinquent member, suspend~~ the Member’s financial obligations~~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 the Club.~~fix the maximum amount of indebtedness which a member may incur, and to change such amount from time to time.~~

## Section 10.5~~6.~~ Assessments.

## The Board may levy assessments upon all Members~~members~~ up to~~,~~ but not exceeding a dollar amount equal to two times the Member’s~~member's~~ current monthly dues in any one calendar year to meet any of the Club’s debts or obligations. ~~of the Club.~~ The assessment shall be paid in such manner as the Board shall determine.~~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~~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,~~regular member,~~ upon any Member~~member~~ or person enjoying the Club privileges ~~of the Club~~ for any infraction of any By-Laws or Rule or Policy of the Club.~~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 be subject to~~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 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.~~

## ~~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.~~

## Section ~~10.~~10.7 Half Rate Dues During Prolonged Illness.

## The protracted illness of any Member~~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~~member~~ with waiver of mini-charges during such illness. The Board shall adopt a policy from time to time governing such concessions.

## Section 10.8~~11. Dues Differential~~

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

## ~~Section 12.~~ Reinstatement.

## The Board may~~of Directors shall have the power to~~ reinstate a~~ny~~ former Member~~member of the Club~~ who resigned in good standing, consistent~~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 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~~a higher initiation fee.~~

## ~~(b) Payment of full back dues~~ from date of resignation to date of reinstatement, and in all cases will be subject to approval ~~as determined by the Board.~~

## ~~(c) Approval~~ of reinstatement and its terms by the Board ~~of Directors.~~