

Member Handbook



W

elcome to Millwood Golf and Racquet Club!

As a new member of the club, we warmly welcome you to a world of new possibilities, whether you are an avid golfer, enjoy a challenging tennis match, working out at our fitness center, lounging at our pools, or enjoying an exquisite meal in our casual dining room, Nineteenth Grille, Millwood Golf and Racquet Club has everything for you to enjoy life to the fullest.

Our New Member Handbook has a wealth of information to acquaint you with your club. In the following pages, you will find information on hours of operation, dress codes, golf etiquette, pool safety, membership by-laws, and everything you need to get to know your club better.

We hope you enjoy your new club membership for many years to come. Our friendly and professional staff is here for you. Again, welcome to Millwood Golf and Racquet Club!

Sincerely,

Dawna Hartman
Director of Membership

MILLWOOD

GOLF AND RACQUET CLUB

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Golf Department

GOLF SHOP:

In Season Hours

Monday	12:00 p.m. to 7:30 p.m.
Tuesday – Friday	7:30 a.m. to 7:30 p.m.
Saturday – Sunday	6:30 a.m. to 7:30 p.m.

Off Season Hours

Monday	12:00 p.m. to 5:30 p.m.
Tuesday – Sunday	8:00 a.m. to 6:30 p.m.

TEE TIMES:

Call 889-2889 or online at www.millwoodgolf.com

Names of all players must be given to hold Tee Times.

Preferential Tee Times can be made by members four (4) days in advance.

Call Monday for Friday – 12:00 p.m.

Call Tuesday for Saturday – 8:00 a.m.

Call Wednesday for Sunday – 8:00 a.m.

Call Thursday for Monday – 8:00 a.m.

Call Friday for Tuesday – 8:00 a.m.

Call Saturday for Wednesday – 8:00 a.m.

Call Sunday for Thursday – 8:00 a.m.

CHECK IN:

Each member is required to check-in at the Golf Shop before their round. Guests must have a receipt to permit access to the Golf Course.

MEMBERS ONLY RANGE:

Monday	11:30 a.m. – 7:00 p.m.
Tuesday – Friday	7:30 a.m. – 7:00 p.m.
Saturday – Sunday	6:30 a.m. - 7:00 p.m.

Range opens at 8:00 a.m. during off-season (11:45 a.m. on Monday).

Range closes two hour before dusk on Wednesdays and Sundays so all the balls can be collected before mowing of turf grass the following morning.

Please do not park on cart path behind range tee.

BAG STORAGE SERVICE:

Clubs can be stored at Millwood for your convenience. Contact the Golf Shop for more information about Club Storage. Clubs will be equipped with personalized bag tag, wiped down after each time you play, and loaded on cart for your Tee Time when you arrive. Club storage members can pick up their clubs and cart on the upper staging area outside the Pro Shop. If you arrive early to hit balls, please ask a shop attendant to have your clubs pulled and they will be loaded immediately.

BAG DROP:

If you do not utilize club storage service, please use the bag drop service located in front of the Pro Shop. When service attendant staff is available during season, your clubs will be retrieved from your vehicle and loaded on your cart for you.

DRESS CODE:

The Golf Course and Range Dress Code consists of collared shirts, tailored shorts (no cut-offs), pants, or jeans. Spike less shoes are required.

****EFFECTIVE AUGUST 15, 1997, TURF MATE, CERAMIC, OR ANY ABRASIVE SPIKES ARE BANNED AT MILLWOOD DUE TO WEAR ON CLUBHOUSE AND GOLF CARTS.****

PACE OF PLAY:

Millwood's Pace of Play is very important to everyone's enjoyment of the day. Please pay close attention to the GPS Timer, showing your pace. Our Pace Rules allow 15 minutes for Par 5's, 13 minutes for Par 4's, and 11 minutes for Par 3's. Please pay attention to your time. If everyone does his or her part, Millwood's pace will be less than 4 hours 15 minutes.

CART RULES:

Operation of golf carts is only permitted by those with a valid driver's license. No exceptions to this rule. No parent-supervised cart driving is permitted – adults must only operate carts. No waivers are available, so please do not ask for permission. If a parent is not present to use a cart, the golfer must walk. These rules are set for the safety of your family members.

Cart path rules for the day will be posted on #1 bridge sign and #10 tee sign. When carts are allowed off the paths, they must remain in the fairways, and not in the rough. If your ball is in the far rough from the cart path, please park in the fairway and walk to your ball in the rough. In addition, please keep carts on the path when driving and parking on the path to prevent unwanted wear on edges of cart path. Abiding by the cart path rules and being as careful as possible will help keep our course beautiful and the carts in better shape. Special attention should be given when driving on bridges. Please drive slowly and carefully.

GOLF EVENTS:

Sign-up sheets for all member events will be located on the Golf Shop counter near the Handicap Computer. You may also sign up online at www.millwoodgolf.com. Please sign up in a timely manner to ensure your participation in the events. Participants are solely responsible for signing up for events; please do not ask an employee to sign you up. Information and deadlines for events are posted in the member newsletter and in locker rooms.

ALCOHOLIC BEVERAGES:

Alcoholic beverages bought outside the club are not allowed on the premises according to Missouri's liquor laws. Millwood provides alcoholic beverage sales in the Golf Shop, Bar, and offers Beverage Cart service during season.

QUESTIONS:

Please voice all questions and concerns to Chris Obert (417)889-2889

Food and Beverage

Nineteenth Grille & Pub

Hours of Operation: Monday Closed
Tuesday – Thursday 11:00 a.m. – 8:30 p.m.
Friday – 11:00 a.m. – 9:30 p.m.
Saturday – 7:00 a.m. – 9:30 p.m.
Sunday – 7:00 a.m. to 7:00 p.m.

Management may alter the hours of operation and service.

Seasonal hours apply.

Room Capacities: 150 Guests

Dress Code: Golf Course casual. No swimsuits or over wraps. Shoes and Shirts are required.

Smoking: Smoking is allowed in designated areas only as outlined by the Springfield Greene County Health Department. Millwood Golf and Racquet Club allows smoking on the screened patio and bistro patio located off of the bar only.

Reservations: Reservations can be made by calling 889-4200, ext. 148. Please call with parties of four or more. On Holidays, reservations should be made at least two weeks prior to Holiday date.

Alcohol: No Outside Alcoholic Beverages can be brought into the clubhouse or allow on premise according to Missouri liquor laws. Anyone caught with alcoholic beverages from outside the club will be fined.

Conduct: Use of foul language will not be tolerated.

Pool Pavilion: Food and Beverage available poolside. Open Seasonal hours only.

Tennis Courts

- Hours of Operation:** 7:00 a.m. to 10:00 p.m., seven days a week.
The management may alter the hours of operation and service.
- Attire:** Appropriate attire that does not invite criticism required. Shirts and shoes must be worn at all times. No dark-soled shoes that mark the courts allowed.
- Guest:** Members must accompany all guests at all times.
- Age Requirement:** All Members and guests must be at least 10 years of age or be accompanied by an adult. Parents may employ a nanny or babysitter to accompany the child, but the nanny or babysitter must be at least 16 years of age.
- Fees:** \$5.00 per guest. Lesson fees vary.
- Sign up:** Every Member and child of Member must register all members in party in the Tennis Pro Shop. Member must also include names of all Guests for court assignments.
- Reserving a Court:** If you wish to reserve a court, you can call for available time's four (4) days in advance.
- Rules:** No Member or Guest shall take any article belonging to The Club from Club property. Members and Guests are liable for property damage, theft, or any abusive use of facility or property.
- The Club will not be responsible for any loss or injury to Members' or Guests' property.
- Bottles and/or glass of any kind are prohibited on the courts.
Absolutely no roller skates, skateboarding or bikes.
Absolutely no food on the courts.

Pool

Hours of Operation:

Millwood Clubhouse Pool

Monday Closed, except for lessons or private parties

Tuesday – Thursday 11:00 a.m. – 8:00 p.m.

Friday – Saturday 11:00 a.m. – 10:00 p.m.

Sunday 12:00 p.m. to 8:00 p.m.

San Poppi Pool

Monday Closed, except for lessons or private parties

Tuesday – Sunday 12:00 p.m.- 8:00 p.m.

Management may alter the hours of operation and service.

Attire:

Appropriate attire that does not invite criticism required.

Guest:

Members must accompany all guests at all times.

Age Requirement:

All Members and Guests must be at least 10 years of age or be accompanied by an adult. Parents may employ a nanny or babysitter to accompany children, but the nanny or babysitter must be at least 16 years of age. If you would like the nanny or babysitter to have member charging privileges, please contact the Club Administration Office

Fees:

\$5.00 per adult guest and \$3.00 per child guest. Lessons or Swim Team questions may be directed to Jason Hite, Director of Pool Services, at 417-224-2205.

Pool Rental Rate:

Please contact our Banquet and Event Coordinator at (417)889-4200 ext 117

Sign up:

Every Member and child of Member must register all members in party. Member must also include names of all Guests.

Pool Safety Rules

- No Member or Guest may take any article belonging to the Club from Club Property. Members and guests are liable for property damage, theft, or any abusive use of facility or property.
- Members MUST sign in their guests.
- The Club will not be responsible for any loss or injury to Members' or Guests' property.
- The Club assumes no responsibility for the safety of anyone using the pool.
- Please do not bring food or beverages to the pool. Food and beverages are available for your convenience during pool hours.
- Lifeguards may not always be on duty. Swimming is at own risk. When lifeguards are on duty, they are present for your safety only. Lifeguards are not babysitters.
- Games that endanger swimmers or sunbathers are strictly prohibited in the swimming pool and in the pool area. Only toys and balls made for pool uses are permitted.
- No running allowed.
- No flotation devices off board, or in deep end.
- Super soakers stay inside the water, no spraying outside the water line.
- Only one bounce on diving board.
- No diving in shallow end; no inward dives.
- No hanging on rim of pool; no hanging on rails in shallow end; no hanging on rope.
- No 'chicken fighting' or rough play.
- No jumping from the side of the pool onto a raft.
- No diapers allowed in pool. Please use little swimmers instead.
- Bottles and glass of any kind are prohibited on or around pool deck.
- Persons suspected of having a skin disorder will not be allowed to enter the pool.
- Smoking is not allowed according to the Springfield Greene County Health Department Ordinance.

Member's Lounge

- Attire:** Appropriate attire (casual golf) that does not invite criticism required. Shirts and shoes must be worn at all times.
- Guest:** Members must accompany all guests at all times.
- Age Requirement:** All Members and guests must be at least 21 years of age.
- Room Capacity:** 30 people
- Rules:** No Member or Guest shall take any article belonging to The Club from Club property. Members and Guests are liable for property damage, theft, or any abusive use of facility or property.
- The Club will not be responsible for any loss or injury to Members' or Guests' property.
- Smoking is not allowed according to the Springfield Greene County Health Department Ordinance.
- The use of foul language will not be tolerated.

Locker Room

- Guest:** Members must accompany all guests at all times.
- Age Requirement:** All Members and Guests must be at least 16 years of age or be accompanied by an adult.
- Fees:** Men's locker rental is \$100.00 per current year and woman's are \$75.00.
- Sign Up:** Please contact Chris Obert at 417.889.4200 x. 125.
- Rules:** No Member or Guest shall take any article belonging to The Club from Club property. Members and Guests are liable for property damage, theft, or any abusive use of facility or property.
- The Club will not be responsible for any loss or injury to Members' or Guests' property.
- Complimentary towel service is for Locker Room use only! *Towels are not to be used on the golf course or pool.*

Fitness Center

- Hours of Operation:** 5:00am-11:00pm,
Seven days a week
Management may alter the hours of operation and service.
- Attire:** Appropriate attire that does not invite criticism required. Shirts and shoes must be worn at all times.
- Guest:** Members must accompany all guests at all times.
- Age Requirement:** All Members and guests must be at least 14 years of age or be accompanied by an adult.
- Fees:** Millwood Golf and Racquet Club reserves the right to charge guest fees of \$5.00 per day.
- Rules:** No Member or Guest shall take any article belonging to The Club from Club property. Members and Guests are liable for property damage, theft, or any abusive use of facility or property.
- The Club will not be responsible for any loss or injury to Members' or Guests' property.
- Equipment:** All equipment is the property of Millwood Golf and Racquet Club. Correct usage and programs must be utilized by each member. Usage of Fitness Center is at your own risk.

Millwood Staff Contact Information

Website	www.millwoodgolf.com
Main Switchboard	889-4200
Fax	889-7761
Nineteenth Grille & Pub	889-4200 x 148
Pro Shop	889-2889
Maintenance & Grounds keeping	889-4200
Administration Staff (417)889-4200	
Dan Schumacher, Owner/GM.....	cell 417.353.8434 shoe@millwoodgolf.com
Director of Golf, Chris Obert.....	417.889.4200 ext. 125 chris@millwoodgolf.com
Director of Membership, Dawna Jo Hartman	cell 417.849.2509 dawna@millwoodgolf.com
Controller, Karen Cummins	417.889.4200 ext. 110 karen@millwoodgolf.com
Club Manager, Dan Darnold	417.889.4200 ext.115 dand@millwoodgolf.com
Director of Food & Beverage, Michael Cho.....	417.889.4200 ext. 117 michael@millwoodgolf.com
Executive Chef, Brandon Manes	417.889.4200 ext. 121 food@millwoodgolf.com
Golf Course Superintendent.....	417.885.0176 kirbyjoygolf@hotmail.com
Director of Pool & Swim Team, Jason Hite	cell 417.224.2205 jason@millwoodgolf.com
Director of Tennis, Amanda Smith	cell 417.459.0067 amanda@millwoodgolf.com
Certified Personal Trainer, Paul Putt.....	cell 417.840.2790 crosstraining123@gmail.com

SweetShoe LLC
MILLWOOD GOLF AND RACQUET CLUB
AMENDED AND RESTATED BY-LAWS

Revised January 2013

ARTICLE I: NAME AND PURPOSE

The name of this club is Millwood Golf and Racquet Club. The club and the club facilities are owned and operated by SweetShoe LLC. for the purpose of providing golf and other recreational and social opportunities to the members. The by-laws amend, restate, replace and supersede in their entirety all prior by-laws of the club, and shall constitute the by-laws of the club until amended or revoked.

ARTICLE II: A PRIVATE CLUB

Section 1. Membership and Operation. The club shall be operated as a private club and shall be open to members upon the terms set forth in these by-laws and upon such rules and regulations as shall be adopted and implemented by the board of directors from time to time. The board of directors may from time to time, in its sole and absolute discretion, prescribe or modify fees, dues, privileges and restrictions applicable to the use of club facilities by the members.

ARTICLE III: DEFINITIONS

Section 1. Account. The term "Account" shall mean all sums owed to the club by a member from time to time for dues, food and beverage services, merchandise and other items provided to or incurred by the member, but such term shall not include membership fees.

Section 2. Application Fee. The term "Application Fee" shall mean the sum of money, determined by the board of directors from time to time, that a prospective member shall pay to the club at the time such prospective member applies for membership, in consideration of owner's agreement to process and consider the application. This fee is non-refundable.

Section 3. Board of Directors. The term "Board of Directors" shall mean the board of directors of SweetShoe LLC, Dba Millwood Golf & Racquet Club.

Section 4. By-Laws. The term "By-Laws" shall mean these by-laws, as amended from time to time by the board of directors.

Section 5. Club. The term "Club" shall mean the private club known as "Millwood Golf and Racquet Club".

Section 6. Club Facilities. The term "Club Facilities" shall mean the clubhouse, golf course, tennis facilities, swimming facilities, fitness facilities, food and beverage facilities, and other related facilities located off Millwood Drive in Ozark, Missouri, owned and operated by the owner.

Section 7. Corporate Member. The term "Corporate Member" shall mean a golf member or club member, as the case may be, which is a bona fide corporation or business organization. The board of directors will determine in its discretion whether a particular business organization qualifies as a corporate member.

Section 8. Dependents. The term "Dependents" shall mean a member's legal dependents under the age of twenty-one (21) years, or as otherwise defined by the board.

Section 9. Designated User. The term "Designated User" shall mean an individual officer, director, owner, member, partner, employee or principal of a corporate member who is designated as the designated user of the club facilities by the corporate member. If a corporate member owns only one membership, the designated user named by that corporate member shall be called the "Principal." If a corporate member owns more than one membership, the first designated user named by that corporate member shall be called the "Principal." and each of the other designated users named by that corporate member shall be called "Corporate Designated Users."

Section 10. Dues. The term "Dues" is the yearly fee members are required to pay for the use of the club facilities. Dues may vary for each class or type of membership, and may be established or reestablished from time to time by the board of directors.

Section 11. Golf Course. The term "Golf Course" shall mean the golf course and related facilities constructed, operated, maintained and owned by the owner.

Section 12. Membership Committee. The term "Membership Committee" shall mean a group of individuals appointed by the board of directors who shall review and approve applications for memberships in the club.

Section 13. Membership Down Payment. The term "Membership Down Payment" shall mean a sum of money, determined by the board of directors from time to time, that a prospective member shall pay to the club at the time such prospective member applies for membership, as a good faith deposit toward the ultimate membership fee. This sum shall be applied to the membership fee, when the membership committee approves the applicant, or refunded in full if the applicant is not accepted as a member.

Section 14. Membership Fee. The term "Membership Fee" shall mean the sum of money, determined by the board of directors from time to time, that a person shall pay to the club upon being admitted as a member. The membership fee shall consist of a non-refundable amount (the "Non-Refundable Fee.")

Section 15. Owner. The term "Owner" shall mean SweetShoe LLC, Dba Millwood Golf and Racquet Club, its successors or assigns.

Section 16. Transfer Fee. The term "Transfer Fee" shall mean a non-refundable fee payable by a corporate member upon any change of its principal and/or corporate designated user.

ARTICLE IV: MEMBERSHIP

Section 1. Classes and Privileges. The membership of the club shall consist of the following classes, each of which shall enjoy the full or limited privileges of the club:

1.1 Social Membership. Social members and their dependents shall enjoy all the rights and privileges of the club facilities, except golf. Golf is available to social members on a daily fee basis, which includes preferential tee times. Only persons at least twenty-one (21) years of age shall be eligible for social membership.

1.2 Golf Membership. Golf members and their dependents shall enjoy all of the rights and privileges of the club facilities, including use of the golf course and preferential tee times. Only persons at least twenty-one (21) years of age shall be eligible for golf membership.

1.3 Corporate Membership.

(a) A corporation or other bona fide business organization may own multiple memberships in the club (each a "Corporate Membership"). The board of directors may, in its discretion, charge a reduced membership fee where multiple memberships are owned by a particular corporate member. The corporate member shall designate a principal for the first of its memberships and a corporate designated user for every other corporate membership owned by the corporate member. Any designated user may be changed from time to time by the corporate member, subject to the substitute designated user being approved by the membership committee and the payment of the then current transfer fee.

(b) The principal and each corporate designated user of a corporate membership and their respective dependents shall enjoy the same rights and privileges as golf or social members enjoy, depending on the class of membership held by the corporate member. The corporate member and the principal shall be jointly and severally liable for payment of all dues, fees, club charges and other amounts attributable to all memberships owned by the corporate member. The corporate member remains liable for dues irrespective of whether a designated user has been designated for a particular corporate membership.

(c) Each corporate membership which entitles the designated user to the privileges of a golf member shall be counted in determining the number of golf members in the club, and each corporate membership which entitles the designated user to the privileges of a club member shall be counted in determining the number of club members in the club.

1.4 Honorary Members. Honorary membership shall be available to those individuals, corporations or firms, which the board of directors has determined, have rendered extraordinary service, or financial support, to the club. The criteria for honorary membership shall be established in the sole discretion of the board of directors. Honorary members shall have the rights and privileges as established by the board of directors, in its sole discretion. The honorary members' fee, if any, shall be determined by the board of directors discretion from time to time.

1.5 No Other Classes. The board of directors may, from time to time, offer memberships in the club under programs bearing designations or names other than those used in these by-laws, but any person admitted as a member of the club under any such program shall, for the purposes of these by-laws, be deemed to belong to one of the classes of members described in these by-laws.

Section 2. Number of Members/Waiting Lists.

2.1 Maximum Number of Golf Members. The board of directors and the membership committee shall limit the number of persons admitted as full golf members such that there shall be no more than six hundred (600) golf members at any time, subject to the right of the board of directors to increase or decrease that number by amendment to these by-laws.

2.2 Maximum Number of Social Members. The board of directors and the membership committee shall limit the number of persons admitted as social members such that there shall be no more than one thousand (1,000) club members at any time, subject to the right of the board of directors to increase or decrease that number by amendment to these by-laws.

2.3 Waiting Lists. If memberships in any class are not available at any time, a waiting list will be established of those qualified persons who desire memberships. Separate waiting lists for each membership category will be maintained. The board of directors will have the right to select applicants from the waiting list in any order the board of director's desires.

Section 3. Control of Membership Classes and Membership Fees. The board of directors shall have the authority to establish, close or discontinue any class of membership as it, in its sole and absolute discretion, determine to be in the best interest of the club, provided, however, that in the case of the discontinuance of any class of membership or the termination of any class of membership, the members of such discontinued or terminated class shall have the right, within sixty days after such termination or discontinuance, is given the opportunity to move to another class of membership. The board of directors may from time to time in its sole and absolute discretion, prescribe or modify membership fees, dues, privileges and restrictions applicable to each class of membership. The board of directors shall, from time to time, determine the amount of the membership fee charged by the club for the various classes of membership.

Section 4. Application for Membership/Reservation of Membership. All applications for membership, including corporate member principals and corporate designated users, shall be made on a form supplied by the club and shall include the required application fee. In addition,

all applications shall be accompanied by a membership down payment in an amount fixed by the board of directors. The membership down payment shall be refunded to the applicant if the application for membership is disapproved. The application fee is non-refundable. If the applicant is accepted for membership in the club, the membership down payment shall be credited to the membership fee. The club will have the right to issue memberships to any person in its discretion. The club may turn down an applicant for membership, if the applicant is a poor credit risk, a convicted felon, has been expelled from other membership clubs, or for any other reason permitted by law. All deliberations on membership applications are confidential, and the club need not disclose to an applicant the reason for any disapproval.

Section 5. Application for Club Membership. All applications for membership, including proposed designations of principals and corporate designated users by corporate members, shall be made on a form supplied by the Club and shall include the required application fee. In addition, all applications shall be accompanied by a club membership down payment in an amount fixed by the board of directors. The membership down payment shall be refunded to the applicant if the application for membership is disapproved. The application fee is non-refundable. If the applicant is accepted for membership in the club, the membership down payment shall be credited to the membership fee. The club will have the right to issue memberships to any person in its discretion. The club may turn down an applicant for membership, if the applicant is a poor credit risk, a convicted felon, has been expelled from other membership clubs, or for any other reason permitted by law. All deliberations on membership applications are confidential, and the club need not disclose to an applicant the reason for any disapproval.

Section 6. Membership Committee. Each applicant for membership in the club (other than honorary members who are selected in the sole discretion of the board of directors) shall be submitted to the membership committee for review.

Section 7. Notification to Applicant. The club shall, as soon as practicable, notify each applicant of the status of their application. If the application is denied, the membership down payment shall be immediately refunded to the applicant. If the application is approved, the applicant shall pay to the club the balance of the club membership fee. Each newly selected member shall be informed of the date when their membership shall become effective. Membership certificates shall be issued to members only upon payment of the club membership fee in full.

Section 8. Transfer of Membership. Membership in the club is a personal privilege and no membership shall be sold or transferred, voluntarily, or involuntarily to any person or entity. If a corporate member desires to change its principal or corporate designated users, such proposed change requires an application of change submitted to the club, and payment of a transfer fee, and shall be subject to the approval of the membership committee. A member may not pledge or use his or her membership as collateral for a loan or any other obligation. The board, in its discretion, may waive the notice requirement.

Section 9. Upgrades/Downgrades. Club members may upgrade their memberships to golf memberships and golf members may downgrade their memberships to social membership, if available, upon application to the club for the approval of such change and payment of a fee

determined by the board of directors. **Members may upgrade or downgrade their classification one time only.** In the case of an upgrade, the upgrading member must pay the additional monthly dues on a pro rata basis for the balance of the month during which the upgrade is approved, and must pay the difference between the membership fee originally paid and the membership fee in effect for a golf membership at the time of the upgrade. In the event of a downgrade, no refund of any dues or membership fee previously paid, will be made.

Section 10. Resignation from Membership. A member may resign from the club with a written notice to the club at least six (6) months prior stating the effective date of their resignation. All accrued dues, accounts or other charges for which they may be liable shall be paid in full, as of the effective date of their resignation. From the effective date of resignation, the member will no longer be liable for dues, and the privileges of membership will no longer be available to such resigning member. Such resignation shall not affect the club's obligation for the repayment of the resigning member's refundable membership fee as set forth in Section 10.

10.1 Effect of Failure to Give Timely Notice. Any member who resigns without giving the required notice shall be liable for payment of dues accruing to the date six (6) months after written notice of resignation is actually given to the club. In circumstances such as death, disability, severe financial hardship or permanent relocation of residence outside of the area, the board, in its discretion, may waive the notice requirement.

10.2 Leave of Absence. Written notice must be received and approved by membership committee in advance of leave of absence. A fee of \$250.00 for a six-month leave of absence or \$500.00 for a one-year leave of absence will be charged and payable by member. No leave of absence shall be longer than 12-months.

10.3 Immediate Resignation. All members wishing to immediately resign from the club will be charged a termination fee of \$2,000.00 payable upon notice.

Section 11. Death/Divorce of Member.

11.1 In the event of a member's death, the heirs and personal representatives of the member shall be liable, to the extent permitted by law, for any dues accrued and charges incurred by the member until the date of his/her death.

11.2 The spouse of a deceased member may file a new application for membership in the club requesting that the deceased member's membership be transferred to the spouse. Such request must be made, if at all, within ninety (90) days following the member's death. Provided the deceased member's club account is current, the membership shall be transferred and issued in such spouse's name, without any additional payment to the club, and the spouse will thereafter be entitled to all the privileges of the membership classification so acquired.

11.3 In the event of the separation of a married member, both spouses shall continue to have the privileges of membership, and ownership of the membership shall remain unchanged unless otherwise provided by agreement between the parties or by court order. In the case of the divorce of a married Member, the Membership shall belong to the spouse whose name appears on the membership application, unless otherwise provided by agreement or court order.

11.4 Only one person and his or her immediate family may exercise the privileges of membership at any time. In no case will the club become involved in disputes between separated or divorced spouses, or involving the heirs of divorced members or in disputes over the ownership of memberships. In the case of such disputes, the club may (but will not be required to) at any time in the discretion of the board of directors, suspend all of the privileges associated with the membership in question until such disputes are resolved and the club receives evidence satisfactory to it of the resolution of such disputes, and may charge the member for any legal or other expenses incurred by the club in connection with such disputes. All dues and charges must continue to be paid and failure to pay all dues and charges may result in expulsion from the club.

Section 12. General Conditions of Membership.

12.1 Membership in the club is not an investment in the club, nor does it provide an equity or ownership interest in the club or the club facilities which are owned solely by the owner. Memberships are offered exclusively to permit persons acquiring a membership to obtain recreational use of the club facilities. No person purchasing a membership should expect to derive any economic benefits or profits from the membership. Membership in the club does not confer upon any member a vested or prescriptive right or easement to use the club facilities. The club and the owner reserve the right, in their sole and absolute discretion, to discontinue operation of any or all of the club facilities, to sell or to otherwise dispose of the club facilities in any manner whatsoever and to any person whomsoever and make any other changes in the terms and conditions of membership or the club facilities available for use by members. Use of the club facilities may be restricted or reserved from time to time as determined by the board of directors.

12.2 A member's use of the club facilities and any privilege or service incident to membership in the club is voluntary and any use or acceptance of any service or privilege incident to membership is undertaken by the member with knowledge of risk of possible injury. The member accepts any and all risk of injury to themselves, their dependents and guests sustained while using the club facilities or involved in any event or activity incident to membership in the club. In accepting the risk of injury, the member relieves the club and the owner from any and all loss, cost, claims, injury, damage or liability sustained or incurred by the member, their dependents and guests resulting from or arising out of any conduct or event connected with membership in the club and use of any of the club facilities.

12.3 Each member, whether individual or corporate, shall pay monthly or annually, at their discretion, in advance, the requisite club dues, as established from time to time by the board of directors. Each member shall be legally and financially responsible for their acts or omissions as well as those of their dependents and guests. Further, each member shall expressly be financially responsible to pay for any indebtedness incurred by their dependents and guests.

12.4 Should any member institute suit against the club, or should the club institute legal action against any member and should the club be successful or sustained in its position in such legal action, in whole or in part, then such member shall be required to reimburse the club for its legal expenses incurred, including attorney's fees, court costs, and other expenses necessarily incurred in such proceedings.

12.5 Tax Consequences of Acquiring a Membership. Neither the club nor the owner makes any representations nor expresses any opinions regarding the Federal or State income tax consequences of acquiring a membership. All members acquire their memberships subject to all applicable tax laws as they may exist from time to time.

Section 13. Member Accounts. The club account of each member is due and payable upon receipt of the monthly statement. Accounts unpaid forty (40) days after the billing date are delinquent and the club or the board of directors may assess the delinquent member a late charge equal to the maximum amount allowable by law. Payments on delinquent accounts apply first to reduce late charges, then to any other charges. When a member's account becomes past due the club or the board of directors may, at its option, post within the club the name of the member and the fact that such member's account is past due, and the member may be subject to further disciplinary action as provided herein.

13.1 Effective June 1, 2012 monthly dues and incidental (Golf Fees, Food and Beverage Charges, Miscellaneous Charges) member account charges will be billed to members' on-file form of payment (checking account, savings account, credit/debit card) bringing the members account current. On the 15th of each month, all incidentals will be billed to members' on-file form of payment bringing each account current.

13.2 Effective June 1, 2012 all members are required to keep a valid form of payment on file with the business office. Form of Payment may be an active checking account, savings account or credit/debit card. Member authorizing Millwood Golf and Racquet Club to bill and charge twice monthly (1st and 15th) the members' dues and/or incidentals, according to Section 13.1.

Section 14. Member Disciplinary Action.

14.1 The board of directors shall have the power to reprimand, suspend, expel, or otherwise discipline any member for committing any violation of these by-laws or the rules and regulations of the club; or for conduct unbecoming a member; or for any offense against the best interests of the club; or for other good and sufficient cause.

14.2 If the club account of any member shall remain unpaid for a period of sixty (60) days after billing, notice thereof shall be sent to the member and the member's credit privileges and use of the club facilities may be suspended. If payment is not made within ten (10) days after notice, such member shall be subject to expulsion or other disciplinary action as provided in this section.

14.3 A member will be notified of any proposed disciplinary action (other than suspension of credit privileges and use of the club facilities for nonpayment as provided above), and shall be given an opportunity to be heard by the club to show cause why such members should not be disciplined in accordance with these by-laws. If the member desires to be heard, the member must provide a written request for a hearing to the club within ten (10) days of the club's notice to the member of the proposed action. Upon the club's receipt of the written request for a hearing, the club shall set a time and date not less than ten (10) days thereafter for such hearing. While the complaint is being considered, the member shall enjoy the privileges of the club in accordance with his or her category of membership (except for credit privileges suspended on account because of nonpayment as provided above).

ARTICLE V: OPERATION AND MANAGEMENT

Section 1. **Operations.** The operation of the club and club facilities shall be vested in the owner through the board of directors.

Section 2. **Control.** The board of directors is authorized and empowered to adopt, promulgate and change rules and regulations governing the use of the club facilities and each member is subject thereto. The owner, through the board of directors, shall have unrestricted control of the club facilities and have the final decision in any matter concerning the club and shall have complete and undisputed authority in all matters affecting or pertaining to the club's financial status, including, but not limited to: club membership fees and other fees; club dues; modifications to the club facilities; and food, beverage or other charges.

Section 3. **Indemnification of Directors, Officers, and Employees.** Each person who is or has been a director or officer of the club, and each employee of the club acting in a managerial capacity, shall be indemnified by the club against expenses, including attorney's fees necessarily incurred by such person in connection with the defense or settlement of any action, suit, or proceeding to which he or she is a party, alone or together with others, by reason of his or her being or having been a director, officer, or an employee acting in a managerial capacity of this club. Each such person shall also be reimbursed by the club for any amounts paid by such person in satisfaction of any judgment or settlement in connection with any such action, suit, or proceeding, unless the amount of such judgment or settlement is payable to the club itself or unless such person shall be adjudged in such action, suit, or proceeding to be liable for misconduct in the performance of his or her duties to this club. The foregoing right of indemnification shall be in addition to any other rights to which such person may be entitled as a matter of law.