

BYLAWS
TOWN CENTER CLUB AUTHORITY, INC.
(Amended April '91, March '92 ,January '95, January '97, April 07)

ARTICLE I

NAME & PURPOSE

The Town Center Club Authority, Inc. is a non-profit corporation, organized and existing under the laws of the State of Florida for the purpose of promoting the athletic, cultural, educational, recreational and social activities of its Members and operating and maintaining the Town Center Club property for their benefit.

ARTICLE II

LOCATION of OFFICES & SEAL

SECTION 1: LOCATION of OFFICES. The office of the Authority will be at the Club Property or at such other place as may be designated by the Board.

SECTION 2: SEAL. The Seal of the Authority will bear the name of the Authority, the word "Florida", the words "Corporation" and "Not for Profit" as well as the year of incorporation.

ARTICLE III

DEFINITIONS

As used in these Bylaws, unless the context otherwise provides or requires, the following terms will have the meanings or definitions listed below.

1. **ANNUAL DUES** means that sum of money required to be paid annually by each Member of
the TCC as that Member's share of the cost of maintaining and operating the TCC.

2. **ANNUAL MEETING** means the Meeting of Members required to be held once a year
pursuant to the provisions of these Bylaws.

3. **ARTICLES** means the Articles of Incorporation of the Authority.
4. **AUTHORITY** means Town Center Club Authority, Inc., a Florida not-for-profit corporation which is responsible for the operation of the Club. The word "Corporation" is sometimes used as a synonym for "Authority" in these Bylaws.
5. **BOARD** means the Board of Directors of the Authority.
6. **BONAVENTURE** means the planned community being developed on approximately 1250 acres of land in Broward County, Florida and consisting of condominiums, rental apartment buildings, single family homes, recreational facilities and commercial properties.
7. **BUDGET** means any annual budget relating to income from all sources and expenses which may be promulgated by the Board.
8. **BYLAWS** means this instrument as it may, from time to time, be amended.
9. **CLUB or CORPORATION or TOWN CENTER CLUB or TCC** means the athletic, cultural, educational, recreational and social facility located within Bonaventure and maintained and operated for the benefit of its Members.
10. **DIRECTORS** means the Board of Directors of the TCC.
11. **DWELLING UNIT** means any of the 4500 units: condominium units, hotel rooms, single family homes or other residential or rental units built or planned and located within Bonaventure.
12. **HOTEL** means the Bonaventure Hotel & Spa as well as the Conference Center that is a part thereof.
13. **MEMBER** means any owner of one or more of the 4500 Dwelling Units entitled to

use the
TCC.

14. **MEMBER in GOOD STANDING** means that Member who is current in his Annual Dues and Special Assessments and who has not had his privileges revoked.

15. **OFFICERS** means the President, Vice-president, Treasurer and Secretary of the TCC.

16. **PROPERTY or CLUB PROPERTY** means and includes the real property upon which the Club is built, all improvements thereon, all personal property and fixtures located therein and all easements and rights appurtenant thereto.

17. **REGULAR MEETING** means the monthly Meeting of the Board held pursuant to the provisions of these Bylaws.

18. **SPECIAL ASSESSMENTS** means the monies, in addition to the Annual Dues, payable as determined by the Board subsequent to the adoption of the Annual Budget and required as that Member's share of the cost of maintaining and/or improving the TCC.

19. **SPECIAL BOARD MEETING** means any Meeting of the Board other than the Regular Meetings held pursuant to these Bylaws.

20. **SPECIAL MEETING** means any Meeting of the Members other than the Annual Meeting held pursuant to these Bylaws.

ARTICLE IV

VOTING & ELECTION PROCEDURES

SECTION 1. ELECTION PROCEDURES

A prospective candidates for the Board of Directors must declare their intent to place their name in candidacy at the regular September Board Meeting. They must submit a one page resume (8-1/2 x 11") at this time to the Secretary of the Board

B Candidates who cannot be present at this meeting must submit their intent to run in writing and a resume to be received by the Secretary no later than one day prior to the regular September Board Meeting.

C The regular Board Meeting will be the deadline for receiving declarations fo intent to run.

D The Ballot and the Resumes of the Candidates will be published in the November/December issue of Town Events and / or such other means of publications as becomes available.

E The Election will take place no less than 2 days nor more than 7 days prior to the Annual Meeting.

F The Election will be held at the Town Center Club from 7 AM to 9PM in the following manner:

1 Only one member from each unit may vote.

2 The Town Center Club ID is presented by the member who signs the register, and then receives the ballot.

3 In the event of a dispute, a decision will be made by the Chair of the Election

G Upon completion of the voting procedure the Ballots will be secured and counted the following day.

H Absentee Ballots will be made available upon written request after November 1st.

1 Absentee Ballots will be accepted no later than a post date 5 days prior to the election.

2 The Absentee Ballot must have been signed by the Member.

3 After verification of the register is made, the Absentee Ballot will be added to the Ballots the day following the election.

4 Privacy of the vote shall be adhered to at all times.

I The results of the Election will be announced at the Annual Meeting.

SECTION 2. ELECTION COMMITTEE. This Committee shall be composed of a Chair and no less than eight members in Good Standing who will be appointed by the President of the TCC Board. The names of the Committee Members will be announced at a regular meeting of the TCC Board held no later than May. In no instance may a candidate for the TCC Board serve on this committee. The following are the duties of this committee.

a) Verify the eligibility of each candidate

b) Prepare a date and format for candidates night.

c) Prepare the ballot and voting instructions (English and Spanish) by October 10th.

d) Obtain a register of eligible voters which shall be used on election day.

1.Any member delinquent prior to thirty days of the election will not be eligible

to vote.

2. The register will contain the names of the owners, the tract number, address and a space for a signature.

e) count the ballots

f) certify the election and make the number of votes cast available in the Town Center Club records.

g) provide for a recount of the ballots at the request of a losing candidate, such request to be made within 48 hours after the announcement of the election results.

h) cause the ballots to be destroyed on the 15th day following the announcement of the results.

SECTION 3, PLACE on BALLOT. Members in Good Standing who are full time residents of Bonaventure may have their names placed on the ballot by filing their intent to run as described in Article IV Section 1.

SECTION 4. BALLOT. The names of the candidates shall appear in an order that is randomly selected. Amendments that appear on said ballot shall be presented in such form that permit Members to cast their votes either in favor of, or against such amendments.

SECTION 5. PROHIBITIONS. There will be no nominations from the floor, no write-ins and no proxy voting.

SECTION 6. LIMITATION on RIGHT to VOTE.

a) at the time of an election or other matters requiring a vote of members, if a member is more than thirty days delinquent in the payment of either Annual Dues or Assessments, the member will NOT be entitled to cast a vote.

b) if a Dwelling Unit is owned by a Partnership or a corporation, the person entitled to cast the unit's vote, will be designated in a certificate to be filed with the Secretary of the Town Center Club. If such certificate is not on file with the Secretary of the club prior to the election, said entity cannot vote. Certificates filed with the Secretary are valid until revoked or superseded by a new certificate.

ARTICLE V

MEMBERSHIP & MEETINGS

SECTION 1. MEMBERSHIP. Membership in this Authority shall be limited to Members representing not more than a total of 4500 Dwelling Units.

SECTION 2. PLACE. All Meetings of the Membership shall be held on Club Property, or at such other place and at such time as is designated by the Board and stated in the notice of the Meeting.

SECTION 3. NOTICES. It is the duty of the Secretary to post a notice of each Annual Meeting of Members and/or Special Meeting in a conspicuous place on Club Property at least 14 days but not more than 30 days prior to such Meeting. Pursuant to these Bylaws, notices of these Meetings may be required to be sent to Members in Good Standing by United States Mail.

SECTION 4. ANNUAL MEETING. The Annual Meeting of Members, for the purpose of announcing the results of the election of Directors and the voters' response to proposed amendments to the Bylaws that appeared on the ballot, receiving annual reports of the President of the Board and the Executive Director of the TCC as well as providing an opportunity for Members to address their concerns, will be held no later than the first week in January. The exact time and place of the Meeting are to be established by the Board at least 60 days but not more than 75 days prior to said Meeting.

SECTION 5. SPECIAL MEETING. Special Meetings of Members, for any purpose, may be called by the President or will be called by the President or Secretary at the request, in writing, of 10% of the Members in Good Standing. Such request will state the purpose of the proposed Meeting. Business transacted at all Special Meetings will be confined to the subjects stated in the notice of the Meeting.

SECTION 6. SPECIAL ISSUES. Other than the election of Directors and the amendments to these Bylaws (provided for elsewhere herein), all issues requiring the approval of the Members in Good Standing shall be submitted to said Members by written notice describing the issue together with a ballot and instructions for casting said ballot pursuant to Article IV, Section 4. The preparation of the notice and instructions as well as the determination of the time for the return of said ballots along with the certification of the Member's eligibility to vote (as set forth in Article IV, Section

7) shall be the responsibility of the Board of Directors. Unless otherwise required by these Bylaws, adoption of the issue submitted will occur if a majority of the votes cast indicate approval of the issue.

ARTICLE VI

DIRECTORS

SECTION 1. NUMBER, TERM & QUALIFICATIONS.

- a) the Board will be composed of 9 Members;
- b) Directors will hold office for 2 years, serving a maximum of 2 consecutive terms for no more than 4 years; a candidate may seek reelection after a hiatus of 1 year. Each Director will hold office, unless he has been removed by resignation, recall or disqualification, until his successor has been elected and qualified for office;
- c) All Directors must be Members in Good Standing. No more than 1 member of any family may serve during the same time period of time.

SECTION 2. RECALL of DIRECTORS by MEMBERS. Any one or more of the Directors may be recalled, with or without cause, by the affirmative vote of no fewer than a number representing 40% of Members in Good Standing. The procedure to be followed is that set forth in Article V, Section 6.

SECTION 3. VACANCIES on the BOARD. In the event that the office of any Director becomes vacant for any reason, the remaining Members of the Board shall choose his successor who will serve in this capacity for the remainder of the term.

SECTION 4. DISQUALIFICATION & RESIGNATION of DIRECTORS. Any Director may resign at any time by sending written notice of such resignation to the office of the Authority, addressed to the Secretary of the Board. Unless otherwise specified, the resignation will take effect upon receipt of the letter by the Secretary. Absences from 3 consecutive Regular Meetings, unless excused by resolution of the Board, will

automatically constitute a resignation from the Board. The transfer by a Director of title to his Dwelling Unit and/or loss of his right to use the TCC will constitute a resignation from the Board.

SECTION 5. REGULAR MEETINGS. The Board will establish a schedule of Regular Meetings to be held once each month. Notice of such Meetings will be given to each Director personally or by mail and will be posted conspicuously on TCC Property at least 5 days in advance of the Meeting except in case of emergency. All Regular Meetings of the Board are open to Members.

SECTION 6. SPECIAL MEETINGS. Special Meetings of the Board may be called by the President or, in his absence, by the Vice-president or by the majority of Directors. Written notice of the Meeting will be given to each Director and a notice shall be placed conspicuously on TCC Property at least 48 hours in advance of the Meeting. Said notification shall list the time, place and purpose of the Meeting. All Special Board Meetings will be open to Members.

SECTION 7. QUORUM. At all Meetings of the Board, a majority of the total number of Directors shall constitute a quorum for transacting business and the acts of the majority of Directors present at such Meeting will be the acts of the Board. If, at any Meeting of the Board, there be less than a quorum, those present will adjourn the Meeting.

SECTION 8. COMPENSATION. Members of the Board will not be compensated but will be reimbursed for valid expenditures made on behalf of the Board.

SECTION 9. POWERS & DUTIES. The Board has the powers and the duties necessary for the administration of the affairs of the Authority. These powers specifically include, but are not limited to, the following:

- a) to exercise all powers specifically set forth in these Bylaws;
- b) to determine the Annual Dues and Special Assessments; to establish charges and fees for special events, activities and services; to use and expend the Annual Dues, Special Assessments, charges and fees to carry out the purposes of the Authority;
- c) to cancel the right of a Member to use the TCC if the Member is more than 30

days delinquent in the payment of his Annual Dues and/or Special Assessments;

d) to place and/or foreclose a lien against a Dwelling Unit of a Member who is delinquent in the payment of his Annual Dues and/or Special Assessments in order to secure payment of monies that are past due;

e) to employ an Executive Director as well as attorneys, accountants and other personnel as the need arises;

f) to make and amend Rules and Regulations respecting the operation, use, maintenance and modification of the Club Property;

g) to enter into contracts for the management, maintenance, modification and operation of the Club Property;

h) to provide for the further improvement of the Club Property, both real and personal, including the right to purchase realty and items of furniture, furnishings, fixtures and equipment for the foregoing.

ARTICLE VII

OFFICERS

SECTION 1. ELECTIVE OFFICERS. The Officers of the Authority will be a President, a Vice-president, a Secretary and a Treasurer; each will be a Member of the Board of Directors. One person may not hold more than one office at the same time.

SECTION 2. ELECTION of OFFICERS. The Officers of the Authority will be elected annually by the Board at an Organizational Meeting of each new Board and will be convened immediately following the Annual Meeting. They will hold office until their successors have been elected and qualified for office. Any Officer, elected to the Board, may be removed by the Board at any time, with or without cause, by the affirmative vote of 75% or more of the total number of Board Members. If the office of any Officer becomes vacant for any reason, the Board will fill the vacancy pursuant to Article VI, Section 3.

SECTION 3. THE PRESIDENT. The President will be the Chief Executive Officer of the

Authority. He will preside at all Meetings of Members as well as those of the Board of Directors; exercise the executive powers of the Authority; have general supervision over the affairs of the Authority and its other Officers; sign all written contracts; appoint the chair and the members of the standing committees; create ad hoc committees as the need arises and appoint the chair and members of these committees; serve as an ex-officio member of all standing and ad hoc committees with the exception of the Nominating Committee; perform all of the duties incident to his office and such others as may be delegated to him from time to time by the Board.

SECTION 4. THE VICE-PRESIDENT. The vice-president will perform all of the duties of the President in his absence and such other duties as may be required of him by the Board.

SECTION 5. THE SECRETARY. The Secretary will issue notices of all Board Meetings and all Meetings of Members; he will attend and keep the minutes of the same; he will have charge of all the records and papers of the Authority except those kept by the Treasurer. All minutes will be kept in a business-like manner and will be available for inspection by Members and Directors at reasonable times.

SECTION 6. THE TREASURER. The Treasurer will:

- a) have custody of the Authority's funds and securities; will keep full and accurate accounts of the Authority's receipts and disbursements; deposit all monies and other valuable effects in the name of and to the credit of the Authority in such depositories and instruments as may be designated by the Board;
- b) disburse the funds of the Authority as may be ordered by the Board, making proper vouchers for said disbursements. He will render an account to the Board of all his transactions as Treasurer and of the financial condition of the Authority whenever it may be required;
- c) collect all Annual Dues and Special Assessments and will, no less frequently than quarterly, report the status of the collections;
- d) maintain accounting records according to good accounting practices and standards; submit a summary of these, prepared by a certified public accountant, at each monthly Board Meeting; make them available to Members at reasonable times;

e) require that the certified public accountant supplies the Authority with copies of his Professional Liability Insurance;

f) require that a certified audit be prepared annually by an accountant that the Board selects and ensure that a copy of said audit is available in the office of the Authority for review by Members no later than 4 months after the end of the year for which it is made.

ARTICLE VIII

COMMITTEES

SECTION 1. NOMINATING COMMITTEE. This Committee will be constituted and operate pursuant to Article IV, Section 1.

SECTION 2. ELECTION COMMITTEE. This Committee will be constituted and operate pursuant to Article IV, Section 2.

SECTION 3. RULES COMMITTEE. A Committee, chaired by a Member of the Board, shall be appointed by the President of the Board at its Regular Meeting in February. Its duty shall be to review and to recommend revisions of the Rules & Regulations of the Authority to the Board as the need arises.

SECTION 4. BUDGET & FINANCE COMMITTEE. This Committee shall be appointed by the President of the Board at its Regular Meeting in February; the Treasurer shall be a member of the Committee. It shall be the duty of this Committee to determine the banks and other depositories where the Authority's funds shall be deposited; to prepare a budget for the following fiscal year beginning the first day of January and to submit said budget to the Board at its Regular Meeting in October. The Committee may, from time to time, submit supplements to the budget for the current fiscal year.

SECTION 5. BUILDING & GROUNDS COMMITTEE. This Committee shall be appointed by the President of the Board at its Regular Meeting in February; at least one of its number shall be a Board Member. The purpose of this Committee shall be to determine what is needed to maintain, repair and improve the Town Center Club; to make recommendations to the Board concerning the use of discretionary funds for the aforementioned purposes and/or to alert the Budget & Finance Committee of the need

to consider those recommendations during its budget deliberations.

SECTION 6. AD HOC COMMITTEES. Such other committees shall be appointed by the President of the Board as, from time to time, are deemed necessary to carry on the function of the Authority. At least 1 Board Member shall serve on each committee.

ARTICLE IX

FINANCES, ANNUAL DUES & SPECIAL ASSESSMENTS

SECTION 1. DEPOSITORIES. The Authority's funds will be deposited in such banks and other depositories as may be determined and approved by the Budget & Finance Committee. Funds will be withdrawn only by checks and demands for money by such Officers as may be designated by the Board. The checks or drafts on the Authority's funds will be signed by 2 Directors with the exception of payroll checks that will be signed only by the President of the Board. Except for direct obligations of the United States Government, each account or financial instrument shall be fully insured by United States Government Insurance.

SECTION 2. FISCAL YEAR. The fiscal year of the Authority will begin on the first day of January of each year. However, the Board, if it deems it advisable, is authorized to change to a different fiscal year in accordance with the applicable provisions of the Internal Revenue Code.

SECTION 3. ADOPTION of the BUDGET and DETERMINATION of ANNUAL DUES & ASSESSMENTS.

a) The Board shall adopt the Budget for each fiscal year in October of the prior year and will fix and determine the sum or sums necessary to be charged to each Member (Annual Dues) for his equal share of expenses related to the operation, maintenance, repair and improvement of the Club Property as well as any other expenses so designated by the Board of Directors of the Authority provided however that said Budget does not require Annual Dues which are more than 110% of the previous year's Dues.

b) A copy of the proposed Budget, including proposed capital expenditures, together with a notice of the Regular Meeting at which the Budget will be considered will be mailed to each Member no less than 30 days prior to said

Meeting.

c) Once the Board has adopted the Budget for the fiscal year and determined the Annual Dues to be charged against each Dwelling Unit, the Treasurer will mail or present to each Member a statement indicating the monies owed. The Board shall collect the Annual Dues that will be payable annually unless otherwise specified by the Board.

d) In addition to the expense incident to the normal operation, administration and maintenance of the Club Property, the Board shall have the authority to levy Special Assessments for improvement and/or additions to the Club Property providing such Assessment does not represent more than \$50 per unit in any one fiscal year. Should the proposed Assessment exceed this figure, said proposal must be submitted to a referendum of Members conducted in accordance with the procedure set forth in Article V, Section 6. Such Assessments shall be payable in the manner determined by the Board.

e) The Directors of the Authority may, at any time, appropriate TCC funds and borrow against the TCC Building in order to fulfill the objectives of the TCC by specific resolution adopted by the majority of Directors at any Regular or Special Meeting at which a quorum is present. Notwithstanding the foregoing, the Board may not borrow sums totaling more than 15% of the current appraised value of the TCC Building without the approval of the Members, such approval to be governed by a referendum of Members conducted in accordance with the procedure set forth in Article V, Section 6.

SECTION 4. APPLICATION & COMMINGLING of FUNDS. All sums collected by the Authority from Annual Dues and Special Assessments may be commingled in a single fund or divided into more than one fund as determined by the Board. Any delinquent payment by a Member shall be applied first to interest, handling charges, reasonable attorneys' fees and late charges.

SECTION 5. SUSPENSION & CANCELLATION of RIGHTS. Annual Dues and/or Special Assessments that are unpaid by Members for more than 30 days after the due date shall bear interest at the highest rate then permitted by law, calculated from the due date until paid. At the discretion of the Board, handling charges, attorneys' fees and late charges may be imposed.

The Authority will notify the Member who is delinquent in the payment of his Annual

Dues and/or Special Assessments and request that the account be brought current within the sooner of 60 days from the Member's delinquency or 15 days from the date of the mailing of the notice of delinquency. The Authority shall have the right to place a lien against the Dwelling Unit of the non-paying Member to secure payment of said delinquency and shall have the right to foreclose said lien. Foreclosure of liens shall be accomplished in the manner set forth in Florida Statute Ch. 95 (Limitation of Actions) and Florida Statute Ch. 702 (Foreclosure of Mortgages).

ARTICLE X

RULES & REGULATIONS

The use of recreational areas and facilities that constitute the Club Property will, at all times, be subject to the Rules & Regulations established by the Board. The Board may, from time to time, adopt or amend previously adopted administrative Rules & Regulations governing the details of the operation, use, maintenance, management, modification and control of the Club Property and any other facilities and services made available to the Members. Copies of the adopted Rules & Regulations shall be available in the office of the Authority.

Members will, at all times, comply with the adopted Rules & Regulations and will use their best efforts to see that they are observed and complied with by their families, guests, licensees, employees, lessees and persons over whom they should exercise reasonable control and supervision.

ARTICLE XI

COMPLIANCE & DEFAULT

SECTION 1. VIOLATIONS. In the event of a violation (other than the non-payment of Annual Dues and/or Special Assessments) by a Member of any of the provisions of these Bylaws or the Rules & Regulations of the TCC, the Authority will notify the Member of the breach by written notice, posted in the United States Mail , regular mail, first-class service, postage prepaid. If the violation continues for a period of 30 days from the date of mailing of the notice, the Authority shall have the right to treat such violation as an intentional, material breach of these Bylaws and the Authority will then, at its option,

have the following elections:

- a) to commence action in equity to enforce performance on the part of the Member; or
- b) to commence an action at law to recover its damages; or
- c) to commence an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief; or
- d) to suspend or cancel all rights of the Member in violation in terms of use of the Club.

SECTION 2. NEGLIGENCE or CARELESSNESS of a MEMBER. All Members will be liable for any expenses of maintenance, repair or replacement rendered necessary by their act, neglect or carelessness, or by the negligence of their families, guests, employees, agents, licensees or lessees. Such liability will be limited to the extent that such expense is not met by the proceeds of insurance carried by the Authority. Such liability will include any increase in insurance rates occasioned by use or misuse of Club Property. However, nothing contained herein will be construed as modifying any waiver by an insurance company as to its rights of subrogation. The cost of any maintenance, repair or replacement, performed pursuant to this Section, will be charged to the Member.

SECTION 3. NO WAIVER of RIGHTS. The failure of the Authority to enforce any right, provision, covenant or condition granted by these Bylaws, will not constitute a waiver of the right of the Authority to enforce such right, provision, covenant or condition in the future.

SECTION 4. ELECTION of REMEDIES. All rights, remedies and privileges granted to the Authority pursuant to any terms, provisions, covenants or conditions of these Bylaws will be deemed to be cumulative and the exercise of any one or more will neither be deemed to constitute an election of remedies, nor will it preclude the Authority from exercising such other and additional rights, remedies or privileges as may be granted herein.

ARTICLE XII

INSURANCE PROVISIONS

The following insurance coverage is to be maintained in full force and effect by the Authority to cover the operation and management of the Club:

a) casualty insurance covering all Club Property in an amount up to the maximum insurance replacements value thereof, exclusive of excavation and foundation costs, as determined annually by the insurance carrier, or if approved by the Board, the casualty insurance may be carried on up to 100% of the insurable value of the Club Property. Such coverage as deemed necessary by the Board of Directors may afford protection against loss or damage by hazards, covered by the standard extended coverage or other perils endorsement subject to the deductible provision as the Board may approve from time to time.

b) a comprehensive policy of public liability insurance in an amount of not less than \$5,000,000 per occurrence of bodily injury and/or property damage and in such form as may be required by the Board to protect the Authority including, but not limited to, events which occur anywhere on the Club Property, its public ways and commercial spaces, if any, water damage, hired automobile and non-owned automobile liability;

c) Worker's Compensation to meet the requirements of Florida law;

d) fidelity coverage against dishonest acts on the part of employees or volunteers responsible for handling funds belonging to or administered by the Authority. The fidelity bond must have the Authority as the designated insured and is to be written in such amounts as may be determined by the Board from time to time;

e) such other insurance coverage as may be required by law or as the Board, in its sole discretion, may determine from time to time, to be in the best interests of the Members.

The cost of obtaining any insurance purchased by the Authority is declared to be an Operating Expense as are other fees and expenses incurred which may be necessary or incidental to carrying out the provisions hereof. All policies of fire and casualty insurance must provide for the insurance proceeds covering any loss to be payable to the Authority and the insurance proceeds from any fire or casualty loss will be held for the use and benefit of the Authority.

The Board has the right to select the insurance company or companies with whom insurance is placed.

In the event of loss or damage to Club Property covered by fire and casualty insurance, the Board of the Authority must, within 60 days after such occurrence, obtain reliable and detailed estimates of the cost of restoring the damaged Property to a condition as good as that which prevailed before such loss or damage. Such estimates are to contain and include the cost of any professional fees and premiums for such bonds as the Board may deem to be in the best interests of the Membership. Contracts for repair, replacement or reconstruction of loss or damage are to be made by the Board in the name of the Authority and the Board may authorize payments to be made as it deems in the best interests of the Authority for purpose of effectuating the intent thereof.

ARTICLE XIII

AMENDMENTS to the BYLAWS

These Bylaws may be amended or added to according to the method set forth in Article IV, Section 4 provided that the proposed amendment has previously been brought before the Board for its consideration and been approved by the Directors.

The adoption of the proposed amendment will occur provided either of the following requirements are satisfied:

- a) the amendment has received the unanimous approval of the Board and has been approved by an affirmative vote of a majority of the votes cast by Members in Good Standing; or
- b) the amendment has been approved by the majority vote (not unanimous) of the Board and has been approved by an affirmative vote of 60% of the votes cast by Members in Good Standing.

ARTICLE XIV

INDEMNIFICATION

Every Director and Officer of the Authority is indemnified by the Authority against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding or settlement thereof in which he may become involved by reason of his being or having been a Director or Officer of the Authority. This indemnification applies whether or not he is a Director at the time such liabilities arise and expenses are incurred, except where the Director or Officer is adjudged guilty of willful malfeasance in the performance of his duties. In the event of a settlement of the matter in dispute, the indemnification established herein will apply only when the Board approves the settlement and reimbursement. The foregoing is in addition to and not exclusive of any and all other rights of indemnification to which a Director or Officer may be entitled.

ARTICLE XV

PARLIAMENTARY RULES

The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the meetings of the Board in all cases to which they are applicable and in which they are not inconsistent with these Bylaws and/or any special rules of order that the Board may adopt.

ARTICLE XVI

CONSTRUCTION

Whenever the masculine singular form of a pronoun is used in these bylaws, it will be construed to mean the masculine, feminine, neuter, singular or plural wherever the context so requires.

ARTICLE XVII

SEVERABILITY

Should any of the covenants herein imposed be or become void or unenforceable at law or in equity, the remaining provisions of this instrument will, nevertheless, be and remain in full force and effect.