

## **ARTICLE I - Name**

The present organization, located at 16131 Old Frederick Rd., Mt. Airy, MD 21771, and duly incorporated under the laws of the State of Maryland, shall be named the West Howard County Swim Club, Inc. (the "Club").

## **ARTICLE II - Objective**

The purposes for which this organization is formed are to establish and maintain a Club to promote the health and general welfare of the community by providing a swimming pool with a dive well and other recreational facilities for its members, their families and their guests. The Club is to be operated on a non-profit basis in conformity with the rules and regulations applicable to the Internal Revenue Code, Section 501(c)(7). In furtherance of these purposes and to the extent necessary, the Club shall (a) obtain and maintain recreational, social and civic facilities as may appear desirable, and have the power and authority to receive, by any lawful means, monies and property, both real and personal; (b) lease, own and hold real estate and personal property; (c) encumber, sell and exchange the same; and (d) do and perform any and all acts which are not inconsistent with said business, purpose and objective of the Club and which are permissible under the laws of the State of Maryland and the United States. The Club shall in no way operate for the purpose of affording financial profit or gain to its Board of Directors or members.

## **ARTICLE III - Management**

**Section 1. Board of Directors.** The business and other affairs of the Club shall be managed and controlled by a Board of Directors hereinafter called "the Board." The Board shall consist of seven (7) members of the Club who shall serve as the seven officers identified and defined in Article IV. Only one adult member of a family unit on a family membership account, as defined in Article V, Section (2)(a), may serve on the Board at a time. Board members shall be elected for three-year terms by majority vote at the Club's annual general membership meeting. The terms of the Board members shall be staggered so that two of the terms expire each year, except each third year three terms expire. Newly elected Board members shall take office immediately upon election. All Board members shall serve without compensation, unless approved otherwise by a majority of members voting at the Club's annual general membership meeting. .

**Section 2. Vacancy.** Any mid-term vacancy occurring on the Board shall be filled by a majority vote of the remaining members of the Board. In the case of a tie, the longest serving member shall break the tie. The person thus appointed shall serve until the end of the term of the original Board member, if agreed to by the Board and the new Board member. Alternatively, the new Board member shall serve until his successor, elected at the Club's next annual general membership meeting, takes office. The successor shall be elected to fill the remainder of the vacant term.

**Section 3. Active Membership.** Any Board member who ceases to hold active membership in the Club shall simultaneously cease to be a member of the Board.

**Section 4. Automatic Resignation.** Any Board member who is absent from three consecutive regular meetings of the Board may be considered to have resigned from the Board as of the date of the third meeting, unless the Board determines otherwise based on the circumstances of the absences and the best interests of the Club.

**Section 5. Quorum.** Five (5) members of the Board shall constitute a quorum for the transaction of business. All business shall be conducted by a majority vote of those present, unless specified otherwise herein.

**Section 6. Meetings.** The Board shall meet at least once a month from April through September. The Board shall meet in person, and, additionally or alternatively, a virtual option may be offered only if agreed to by a majority of the Board. Notices of such meetings, including the time and place, shall be provided to each member of the Board and the Club membership by the Secretary or other Board member at least fifteen (15) days prior to the date of the meeting. Such notice shall include electronic posting on the Club's website.

**Section 7. Special Board Meetings.** Special meetings of the Board may be called by a majority of the Board members at any reasonable time. Notice of a special meeting, including the purpose thereof, shall be provided to each member of the Board no later than one (1) day before the date of the meeting, excluding Sundays and legal holidays.

**Section 8. Duties.** The Board shall transact all Club business including, but not limited to, (a) construction, maintenance and operation of the facilities; and (b) establishment of rules, regulations and policies for the use thereof, including all matters pertaining to (i) the membership bond fee, initiation fee and the annual membership fee, (ii) applications for membership, (iii) handling of issues surrounding member behavior and concerns raised by members, (iv) selection of a depository for Club funds, and (v) preparation and maintenance of the Club's financial records.

**Section 9. Expenditures outside of the approved budget.** The Board may spend or borrow money for needs of the pool, but no such action shall exceed \$5000.00 per item except for repairs to keep the pool in operation, in which case the amount shall not exceed \$20,000.00 per item. Transactions exceeding said amounts may be made if included in the current annual budget or is specifically approved by a two-thirds majority of the voting members of the Club in attendance at a meeting.

**Section 10. Removal.** By a vote of a five-sevenths plurality of the entire membership of the Board, any member of the Board may be removed from the Board for due cause, but only after an opportunity to be heard has been afforded to that member. The determination of due cause shall be made by the Board, and such determination shall be final. Any Board member may be removed from the Board for due cause by the affirmative vote of two-thirds of the voting members of the Club present in person or represented by proxy at the annual general membership meeting, or at a special meeting called for that purpose, but only after an opportunity to be heard has been afforded to that Board member, with notice provided to that Board member not less than five (5) days prior to the date of the special meeting.

#### **ARTICLE IV - Officers**

**Section 1. Designation of Officers.** The officers of the Club shall be a President, a Vice President, a Secretary, a Treasurer, a Facilities Chairman, a Membership Chairman, and a Member at Large, wherein such roles shall be filled by the Board members. The Board will vote annually at its first meeting after the Club's annual general membership meeting to determine which Board member will serve as each officer.

**Section 2. Duties of the President.** The President shall preside at the meetings of the Club and of the Board of Directors. He shall be the administrative officer of the Club and shall have responsibility for the general management and direction of the activities of the Club. He shall appoint all standing committees, subject to confirmation by the Board and operating committees, and shall designate all committee chairmen. He shall be, *ex-officio*, a member of all committees. He shall have authority to co-sign and execute all contracts and other legal instruments in the name of the Club, and to appoint and discharge agents and employees, provided, however, that the appointment or discharge of the pool managers, agents and employees shall be subject to approval by a majority of the members of the Board.

**Section 3. Duties of the Vice President.** The Vice President shall have and exercise all the powers, authority and duties of the President during the President's absence or inability to act. He shall also act as assistant to the President and perform such other functions as may be directed by the Board. He shall be, *ex-officio*, a member of all committees.

**Section 4. Duties of the Secretary.** The Secretary shall keep and maintain minutes of all meetings of the Board and the Club, and of any other meetings that the Secretary is designated by the President to attend. He shall provide notices of all such meetings, including the time and place, to the Club membership at least fifteen (15) days prior to the date of the meeting. Such notices shall include electronic posting on the Club's website and may also include email notifications to the Club membership. The Secretary shall perform all duties incident to the office of Secretary subject to control by the Board. He shall submit such reports and board meeting minutes to the Board as may be required of him. He shall be responsible for the operation of the Club's communications platforms.

**Section 5. Duties of the Treasurer.** The Treasurer shall perform all acts incident to the position of Treasurer subject to control by the Board, including, but not limited to, keeping records of the Club's financial accounts, collecting Club revenues, and paying Club bills and obligations as approved by the Board or other agency authorized by the Board to incur such expenses. He shall deposit Club funds received by him in the name of the Club in a repository as authorized by the Board. He shall perform such other duties pertaining to his office as may be asked of him by the Board.

**Section 6. Duties of the Facilities Chairman.** The Facilities Chairman shall chair the Pool and Grounds Committee and be responsible for the maintenance and upkeep of the property owned by the Club. He shall be responsible for vetting and presenting bids from companies and contractors desiring to provide services to the Club, including, but not limited to, landscaping, plumbing, and electrical work. The Facilities Chairman is permitted to make necessary repairs or to employ an individual or company to perform emergency services for the pool in accordance with Article III, Section 9.. Receipts including a description of such services shall be presented to the Board at its next regular meeting.

**Section 7. Duties of the Membership Chairman.** The Membership Chairman shall have charge and custody of the Club's membership records, including electronic membership system, and shall maintain and manage the waitlist and withdrawal lists. Additional duties may include addressing member and membership questions and concerns, and auditing the visitors and member attendance log. The Membership Chairman shall be responsible for coordinating member and guest log training with the pool managers. The Membership Chairman shall audit changes in membership classification annually.

**Section 8. Duties of the Member at Large.** The Member at Large shall be responsible for social media postings, planning and executing social functions for the Club, and other duties designated by the Board.

## **ARTICLE V - Membership**

**Section 1.** West Howard County Swim Club has a policy of non-discrimination.

### **Section 2. Memberships**

#### **(a) *Family Membership***

A family membership shall be available only to a family unit. A family unit is defined as and consists of at least one (1) and no more than two (2) adult members (i.e., 18 years of age) living in the same residence and any dependent children under the age of 26 and who reside with the adult member(s) in a regular parent-child relationship. The Board, through the pool managers and staff, reserves the right to request proof of residence. Childrens' date of birth must be on the family profile in the electronic database.

#### **(b) *Associate Membership***

**(i)** A member may add up to two (2) associate memberships to a family membership account. An associate membership may be held either by an adult child, age 26 or older, of the family unit on the account and living in the same residence as the family unit, or a childcare provider for the family unit. Childcare providers must be age 16 or older. **(ii)** Associate members must be accompanied by a member of the family unit on the account for the duration of each visit to the pool. **(iii)** Associate members shall have no voting rights on Club matters.

#### **(c) *Senior Membership***

**(i)** Any individual or couple with at least one adult age 62 or older and without children may hold a senior membership. Proof of age may be requested by the board at any time. **(ii)** Senior memberships may not have any associate memberships on such accounts; however, exceptions can be made under special circumstances at the discretion of the Board.

#### **(d) *August Memberships***

**(i)** August memberships may be offered by the Board as a pathway towards a family membership or a senior membership, either when the club is at capacity and there is an active waitlist, or, if there is no active waitlist, to prospective members applying for membership on or after July 1 during the summer season. **(ii)** No person may hold an August membership for two consecutive years, unless the second or subsequent year of August membership would be the result of the Club membership being at capacity with an active waitlist as defined under Section 5, Maximum Memberships. **(iii)** August members shall have no voting rights on Club matters. **(iv)** The number of August memberships shall be capped at 10% of the maximum number of bonded memberships.

### **Section 3. Fees.**

**(a)** Each family membership and senior membership shall pay a membership bond fee and an initiation fee in the first year of membership upon joining the Club, in addition to

the respective annual membership fee. August memberships and associate memberships shall not be required to pay a bond fee or an initiation fee, but shall pay a respective annual membership fee .

**(b)** The annual senior membership fee shall be less than the annual family membership fee. The fee for an August membership may be either a fixed fee or a prorated, i.e., variable, amount based on the portion of the season remaining, as determined by the Board.

**(c)** The amount of the membership bond fee, initiation fee, and the annual membership fees for each membership type shall be determined annually by the Board and presented with the annual budget to be voted upon at the annual meeting of the general Club membership.

**(d)** A fee may be charged to prospective members joining the waitlist through the Club's electronic membership platform.

**(e)** A late fee may be assessed to the membership accounts of established (non-first year) members who have not paid their annual membership fee by April 1. The amount of the late fee shall be determined by the Board.

**(f)** A reinstatement fee may be assessed for members who have had their accounts terminated for non-payment of the annual membership fee and who petition the Board to have such accounts reinstated, in accordance with Article V, Section 6(c) and such policy or procedure as determined by the Board.

#### **Section 4. Application.**

**(a)** Application for membership shall be made by registration for the waitlist on the Club's electronic membership system and payment of the waitlist fee. When membership is at capacity, as determined in section 5 herein, a waitlist shall be maintained by the Membership Chairman. All applicants' names shall be entered on the waitlist in the order in which requests for membership were made, and memberships shall be offered to applicants on the waitlist as they become available.

**(b)** Any prospective member who declines an offer of bonded membership (excluding August memberships) shall have their name removed from the waitlist. A prospective member may decline an offer of August membership without losing their position on the waitlist.

#### **Section 5. Maximum Memberships.**

**(a)** The Club shall be considered to be at maximum capacity for family memberships once it has reached three hundred seventy-five (375) family memberships, and at maximum total membership capacity once it has reached four hundred (400) total bonded memberships.

**(b)** To the best of its ability, the Club shall strive to allocate no more than twenty-five (25) bonded membership spots to senior memberships.

(c) Membership is considered full for purposes of bond refunds at 375 paid bonded memberships.

**Section 6. Delinquent Memberships.**

(a) A bonded membership account shall be considered delinquent if the annual membership fee has not been paid by the end of the day on April 1st, whereupon a late fee shall be assessed on such membership accounts, unless an extension has been granted under Article VII Section 3. After April 1, all members listed in such delinquent membership account shall be automatically suspended from the exercise of membership privileges.

(b) If the required payment, including late fee, is not made by opening day of the pool, the delinquent membership shall be terminated and the membership bond shall be forfeited.

(c) Any member whose membership has been terminated has until three (3) weeks after opening day of the pool to petition the Board to have their membership, including membership bond, reinstated. If granted, the reinstated member shall pay the annual membership fee, along with the late fee plus a reinstatement fee. Upon discretion of the Board, the reinstatement fee may be waived upon a determination of extraordinary circumstances.

**Section 7. Suspension and Expulsion of Members.**

(a) Any member may, for cause and after having been given an opportunity for a hearing, upon not less than five (5) days written notice (which notice shall specify the charges against him) be suspended for a period of not exceeding three (3) months by a majority vote of the members of the Board present at any meeting thereof, and may be expelled by a five-sevenths vote of the entire membership of the Board. Cause for suspension or expulsion shall, in general, include willful violation of the Club's bylaws or rules and regulations, or conduct seriously detrimental to the interests of the Club or one or more of its members.

(b) The Board may delegate, to the Chairman of the Pool and Grounds Committee or a responsible employee of the Club, the power to suspend the pool privileges of any member, without a hearing, for any violation of Club rules or regulations that presents a danger to that member or others, provided that such suspension period does not exceed seven (7) days. A written report of such suspension, providing the reasons therefor, shall be submitted to the President within twenty-four (24) hours via email. A copy of such report shall be furnished via email to the suspended member unless such member is not an adult member, in which case a copy of the report shall be furnished to an adult member of the family unit on that member's membership account. Upon review by a quorum of the Board, such suspension may be vacated prior to its conclusion or extended.

(c) When any adult member is expelled under Article V, Section 7(a), all members listed in the membership account, including any associate memberships, shall also automatically be terminated. In such cases, the membership bond fee, less any unpaid

fees including those assessed for damages, shall be refunded when resale of that membership has been accomplished in accordance with Article V, Sections 5 and 10.

**Section 8. Privileges and Restrictions.**

**(a)** The Board shall determine and set all Club rules, regulations and policies pertaining to Club operation and use of the Club's facilities by Club members and their guests. The current version of the Club rules, regulations and policies shall be posted on the pool's website, and said website version shall supercede and be controlling over any Club rules physically posted on the pool grounds.

**(b)** All members of the Club and their guests shall be accorded use of the facilities of the Club subject to the Club rules and regulations that are posted on the pool's website. Adult members shall be responsible for the behavior of their minor children, their associate members, as well as their guests. Lifeguards, pool staff, and the Board shall enforce the Club rules, as set forth in Section (a) above on all members and guests. Questions related to enforcement of rules should be directed to the Pool Manager.

**(c)** Any property of the Club damaged due to the fault, negligence or misconduct (as determined by the Board) of a member or his guest, shall be paid for by such member within 60 days. No person shall remove from the facilities or grounds any item belonging to the Club unless given specific permission to do so by the Board.

**(d)** The Club shall not be held responsible for the property of members or guests brought into or left on the grounds of the Club and no claims for the same shall be filed against the Club or the Board.

**Section 9. Withdrawal of Membership and Refund of Membership Bond Monies.**

**(a)** A member may withdraw at any time. However, a withdrawn member shall be liable for the current year annual membership fee unless a written notice of withdrawal is mailed to the Club or completion of a withdrawal form in the electronic membership system is received by the Club by the end of the day on April 1<sup>st</sup>.

**(b)** Requests for withdrawal from membership and a refund of the withdrawing member's membership bond shall be acted upon in the order they are made, based on the postmark date or date stamp in the electronic membership system. The Club shall refund membership bonds, less the annual membership fee, if applicable, as discussed in Section (a) above, and any other unpaid assessment(s) that may have been levied by the Club. This may result in the withdrawn member receiving only a partial or no bond refund. Membership bond refunds, or the remaining portions thereof, shall be issued prior to the end of the Club's fiscal year if the Club membership is full, as defined in Article V, Section 5. If Club membership is not full at that time, then such bond refunds shall be issued when the condition set forth in Article V, Section 5 has been met.

**Section 10. Inactive Membership.**

**(a)** A member may request to retain his membership but place such membership in an inactive status. Such a request is subject to approval by the Board and must be submitted by April 1st.

**(b)** An inactive membership shall not be liable for payment of the annual membership fee during the period of inactive status. Inactive memberships may be rented out by the Board on a seasonal basis, provided that the Club is at maximum total membership capacity or maximum family membership capacity.

**(c)** A membership may remain on inactive status for one-year periods and extensions must be requested and granted by the Board annually.

**Section 11. Transfer of Membership to Adult Child.**

Membership in the Club is not transferable, except that upon application to and approval by the Board, a member may transfer his membership and all its rights and responsibilities to one of the member's adult children. At the time of the transfer, recordation of the transfer shall be made in all of the Club's membership records and databases, and the new member shall assume responsibility for all fees associated with the membership and is directly subject to all rights, responsibilities and requirements afforded to and expected from members of the Club.

## **ARTICLE VI - Standing Committees**

**Section 1. Ad hoc Committees.** Ad Hoc Committees may be appointed by the Board at its discretion. Such committees may be for various purposes to serve the needs of the Club including, but not limited to social functions, facilities, finance, swim team and dive team.

**Section 2. Pool and Grounds Committee.** To the extent delegated by the Board, the Pool and Grounds Committee shall: (a) exercise supervision of the pool and grounds; (b) attend to the improvement and maintenance of the pool, buildings, recreational area, operating equipment and grounds; (c) prepare and recommend for approval by the Board all rules for the operation of the pool and recreational facilities; and (d) supervise the persons responsible for enforcement of the Club rules.

**Section 3. Finance Committee.** The Finance Committee shall prepare the annual budget for submission to and approval by the Board and make recommendations regarding the financial matters of the Club. The Treasurer shall be a member, but not necessarily the Chairman, of this Committee.

**Section 4. Swim Team Committee.** The Swim Team Committee shall include the Swim Team Representative to the Central Maryland Swim League (CMSL) and other volunteer members, shall be responsible to the Board, and shall provide for the organization of the swim team, establish the qualifications of the coaches and conduct the general business of the swim team. The Chair of the Swim Team Committee shall provide the Finance Committee with an estimate of annual expenses and income and

an accounting of income and expenses at a regularly scheduled Board meeting no later than December 1. The Swim Team Representative shall be required to attend Board meetings as requested by the Board. The Swim Team Committee shall include the President or other Board member as a voting member.

**Section 5. Dive Team Committee.** The Dive Team Committee shall include the Dive Team Representative to Central Maryland Dive League (CMDL) and other volunteer members, shall be responsible to the Board, and shall provide for the organization of the dive team, establish the qualification of the coaches and conduct the general business of the dive team. The Dive Team Representative shall provide the Finance Committee with an estimate of annual expenses and income and an accounting of income and expenses at a regularly scheduled Board meeting no later than December 1. The Dive Team Representative shall be required to attend Board meetings as requested by the Board. The Dive Team Committee shall include the President or other Board member as a voting member.

**Section 6. Grievance Committee.** The Grievance Committee is an ad hoc committee that shall be established by the President or Vice President, or upon a majority vote of the Board, as needed. The Grievance Committee shall consist of at least four (4) Club members in good standing and at least one member of the Board.

**Section 7. Additional Committees.** The Board may provide for such additional committees as it deems necessary and consistent with these Bylaws and may assign duties to all committees.

## **ARTICLE VII - Finances**

### **Section 1. General.**

**(a)** The Board of Directors shall designate the bank or banks in which the funds of the Club shall be deposited, and shall determine the manner in which checks, drafts and other instruments of the payment of funds of the Club shall be executed.

**(b)** The Treasurer or the President shall sign all checks, drafts or other instruments when a payment of money is drawn in the name of the Club.

**(c)** The Board members shall be bonded in at least the amount of \$100,000.

### **Section 2. Annual Budget.**

**(a)** An annual budget, setting forth anticipated revenue and proposed expenditures for the following year, shall be prepared by the Finance Committee and presented to the Board for approval no later than November 30. The annual budget shall be subdivided into an Operational Cost section and a Capital Improvement Cost section.

**(b)** The annual budget, once approved by the Board, shall be provided to the general membership pursuant to the notice clause in Article VIII, Section 1, no later than fifteen (15) days prior to the annual general membership meeting. Additionally, the Board shall provide a written report to the general membership at its annual general membership meeting, wherein said report shall include a balance sheet and operating statement for the year.

**(c)** The annual budget shall become effective once approved by a majority of the voting members at the annual general membership meeting. Prior to said general membership meeting, the Club shall continue to operate under the previous year's budget. For tax purposes, however, the Club's fiscal year runs from October 1 through September 30.

**Section 3. Annual membership fees.**

Annual membership fees, including late payment charges, shall be determined by the Board based on the annual budget adopted in accordance with these Bylaws and shall be payable annually by April 1. The Board may grant to any member an extension for payment of the annual membership fee upon receipt of a written request by said member submitted to the Board, and showing good cause. Any extension granted shall be for no longer than 60 days after the due date of April 1st. Such requests shall only be considered if received no later than fourteen (14) days prior to the due date of the annual membership fee.

**Section 4. Funding for the Swim and Dive Teams.**

**(a)** Budgets, proposed funding and staffing for the swim team and the dive team shall be presented to the Board by the team Representatives no later than fourteen (14) days prior to the annual general membership meeting.

**(b)** All decisions pertaining to funding and spending of the funds allocated to the swim and dive teams must be approved by the Board.

**Section 5. Refunds.** Except for the refund of the membership bond as specified in Article V, Section 9(b) above, refunds shall be considered on a case-by-case basis and may be given with the consent of and at the discretion of at least two Board members.

**Section 6. Liability of Members.** Adult members shall be responsible for the payment of all charges or liabilities, including assessments that may be levied by the Board or that may be imposed upon or incurred by members of their family to whom the privilege of the Club shall be extended, and for all charges and liabilities incurred by guests assigned to the member at the time of the infraction.

**Section 7. Indebtedness of Members.** Upon cessation of membership for any cause, all indebtedness owing to the Club by an adult member shall be charged against the refund of his membership bond fee. A member shall pay or reimburse the Club for any damage to the property of the Club by the member, or that member's guests, within sixty

days of the incident. On the next business day following day sixty, the member's bond shall be subject to claim by the Club for any unsatisfied obligation to the Club, and the membership may not be renewed unless and until the bond is restored in full.

**Section 8. Accountant.**

(a) An external accountant may be appointed by the Treasurer with approval by the Board and perform defined duties at the direction of the Board. An accountant appointed by the Board shall receive compensation based on agreed upon rates and services rendered.

(b) The accountant shall not be a member of the Board, but may be a member of the club.

(c) As directed by the Board, the appointed accountant or a separate accountant shall conduct periodic audits of the club's books, at intervals no less frequently than every three years. Alternatively, a committee consisting of the Treasurer and no less than two (2) members of the Club may conduct the periodic audit.

**Section 9. Reimbursements.** All reimbursements for expenses made for the needs of the Club shall be disbursed by check and shall be signed as described in Article VII, Section 1.

**Section 10. Dissolution of the Club.** In the event of the dissolution of the Club in any manner or for any cause, and in no other event, upon the effective date of dissolution of the Club, membership bonds shall be a lien upon the proceeds of the sale of the property of the Club after payment of all its just debts, dues, and obligations owed by the holder of the Club. After payment of all membership bonds upon the effective date of dissolution of the Club, any remaining funds shall be paid and distributed pro-rata among the memberships of the Club.

## **ARTICLE VIII - Membership Meetings**

**Section 1. Annual Meeting**

(a) The annual meeting of the membership shall be held before March 1 of each year for the purpose of electing Board members, receiving the written annual reports of the President and of the Treasurer, adopting the budget for the current year and transacting such other business as may properly come before the meeting.

(b) The notice of the meeting shall be provided to the adult members no less than twenty (20) days prior to the meeting date pursuant to the and a list of all topics to be presented to the membership for consideration shall be emailed to the Club's members no later than fourteen (14) days before the meeting.

(c) Any member not able to attend the meeting in person may complete and sign a proxy form. A proxy from a verifiable member email must be received (2) days prior to

the date of the proposed meeting in order to be valid and counted toward the quorum, or brought to the annual meeting in person by a member in good standing. A proxy given to a member in attendance may be subject to verification at or following the meeting. If a member who submitted a proxy attends the annual meeting, the Secretary will withdraw that person's proxy from consideration.

**(d)** New business items should be submitted via email to the President or the Secretary from a member in good standing no later than seven (7) days prior to the annual meeting or five (5) days prior to other scheduled meetings.

**Section 2. Special Membership Meetings.** Special meetings of the membership may be called by the Board. Also, upon written request of not less than 10% of the adult members to the Secretary stating the purpose thereof, a special meeting shall be called by the President within thirty (30) days. Two weeks' notice of the meeting and its purpose shall be given to the adult members. No other business shall be transacted at the special meeting except that for which the meeting was called.

**Section 3. Voting.** Only adult members of family memberships and senior memberships shall be entitled to vote at membership meetings. Each such membership shall have one full vote. Members named in an associate membership or an August membership shall not be entitled to vote. Any proxy held by an attending member must be reported and recorded prior to the start of the meeting.

**Section 4. Quorum**

**(a)** Personal attendance by adult members, added to the total count of proxies received, representing ten percent (10%) of the Club's regular membership shall constitute a quorum for the transaction of business at a meeting of the Club.

**(b)** If less than a quorum is in attendance for any meeting, such a meeting may, after the lapse of at least one-half hour, be adjourned to a subsequent date by vote of a majority of the adult members present.

**(c)** If such meeting is adjourned, a notice shall be sent to the membership at least seven (7) days in advance of the second meeting date, such notice containing (i) a statement of the purpose of the meeting, (ii) a statement that the previous meeting adjourned for lack of a quorum, and (iii) a statement that the number of adult members present at such second meeting shall by definition constitute a quorum.

## **ARTICLE IX - Amendment of Bylaws**

**Section 1. Proposals.** Proposals for amendment of these Bylaws may originate with the Board, or may be sponsored by at least ten (10) regular memberships and be submitted in writing to the Secretary, who shall then present such proposals at the next meeting of the Board. The proposals, together with the recommendations of the Board, or as

amended by the Board, shall then be placed on the agenda of the next annual general membership meeting or special meeting of the membership as provided in Article VIII, Section 2.

**Section 2. Approvals.** Approval by two-thirds of the regular membership in attendance or responding by proxy which specifies their position on the specific amendment(s) under consideration subject to the quorum provisions of Article VIII, Section 4 shall be required in order to adopt any proposal or the budget.

**Section 3. Limitation on Methods.** The Bylaws shall not be amended in any other manner.

## **ARTICLE X - Miscellaneous**

**Section 1. Notices.** When, under the provisions of these By-Laws, notice is required to be given to any director, officer or member, such notice shall be given in writing by mail or to the email address on record as provided on the most recent membership application as appears in the records, systems, or databases of the Club, and such notice shall be deemed to be given at the time the communication is mailed or e-mailed.

**Section 2. Indemnification.**

**(a)** Each person who acts as a Board member or Officer of the Club shall be indemnified by the Club against expenses actually and necessarily incurred by him in connection with the defense of any action, suit, or proceeding in which he is made a party by reason of his being or having been a Board member or Officer of the Club except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of his duties.

**(b)** The right of indemnification provided herein shall inure to each Board member and Officer referred to in (a) above, whether or not he is such Board member or Officer at the time such costs or expenses are imposed or incurred and in the event of his death shall extend to his legal representative.

**Section 3. Interpretation.** Any question as to the meaning or proper interpretation of any of the provisions of these Bylaws shall be resolved as determined by the Board.

**Section 4. Age of Members.** The age of a member, as reference in these Bylaws, shall be determined as the age attained as of his last birthday.

**Section 5. Member Contact Information.** Each member shall be responsible for ensuring that accurate contact information, including a phone number, mailing address and email address, is provided in the electronic membership system or is included on

the annual membership renewal form that is returned with the remittance for the annual membership fee.

**Section 6. Extending Privileges.** Upon written request, the Board may extend the use of the Club facilities to organizations or groups on terms and conditions approved by the Board. The Board shall require an agreement from the members or officials of any such group indemnifying the Club, its officers, and agents against any claim for any injury or damage to such members of their property.

**Section 7. Execution of Club Papers.** All written obligations of the Club other than checks shall be executed by the President, Vice President, or other person authorized by the Board. No obligation on the part of the Club shall be entered into by any officer or committee without the approval of the Board except as to matters involving less than \$500.

**Section 8. Club Books and Records.** Club books and records shall be open to inspection by members and such inspection shall take place at the customary place of keeping of said books and records or at a regularly scheduled Board meeting.

**Section 9. Dividends.** There shall be no dividends to members of the Club.

**Section 10. Rules of Procedure.** Unless otherwise provided for by law, the certificate of incorporation, or by these Bylaws, rules of procedure governing meetings or members of the Club or of the Board shall be those of Robert's Rules of Order, as revised from time to time.

**Section 11. Singular Includes Plural, etc.** Wherever in these Bylaws reference is made to the singular or the masculine gender, such reference shall apply to the plural and the female gender with equal force wherever the context requires the same.

**Section 12. Sale of Land.** The Club shall not dispose of any real property except in accordance with such approval as may be granted by a two-thirds majority of the members present and voting on such disposition at a regular or special meeting of the members.

**Section 13. Validity of Bylaws.** All or any part of the Bylaws set forth herein shall be deemed invalid if contrary to the laws of the State of Maryland or of the United States Government. The invalidity of any part of these Bylaws shall not render any other portions of the Bylaws invalid.

Revised February 1993

Revised May 2005

Revised July 2015

Revised February 2019

Revised February 2020

Revised February 2023

Revised January 2025