



# Country Club

## Membership Bylaws

Effective January 9, 2022

4300 South Shore Boulevard, League City, TX 77573  
(281) 334-0521

# **SOUTH SHORE HARBOUR COUNTRY CLUB MEMBERSHIP BY-LAWS**

## **ARTICLE I: CLUB INFORMATION**

### **LOCATION**

The location of the South Shore Harbour County Club (Club) is 4300 South Shore Blvd, League City, Texas 77573.

### **PURPOSE**

The general purpose of the Club is to operate as a membership-based club for the social and recreational benefit of its Members and invited guests.

### **MANAGEMENT**

The Club shall be managed solely by South Shore Harbour Development, LLC. or its designee/assignee (collectively, "Operator") and the General Manager of the Club ("General Manager") selected by the Operator. The Club is not an equity club, and no Member shall, by virtue of Club membership, be an owner or partner of the Club or of the Operator or have any ownership or equity right or interest in the Club or any of the assets of the Club or the Operator.

### **MEMBERSHIP BY-LAWS**

These membership bylaws (the "Bylaws") amend, supersede and replace in their entirety any prior bylaws and/or membership plans of the Club and set forth the terms and privileges of membership in the Club and the policies and procedures under which the Club is operated. These Bylaws are subject to change from time to time in the sole and absolute discretion of the Operator

### **RULES AND REGULATIONS**

The Operator may establish and amend from time-to-time rules and regulations ("Rules and Regulations") for the control and operation of the Club and its Club facilities; and for the conduct and attire of Members while using the Club. The Rules and Regulations shall become effective immediately upon the posting of a copy in a conspicuous place at the Club, or by posting on the Club's website, or upon their mailing to Club Members. The provisions of these Bylaws shall control in the event of any conflict or inconsistency between these Bylaws and the Rules and Regulations

## **ARTICLE II. MEMBERSHIP**

Section 1.

### **APPLICATION FOR MEMBERSHIP**

- A. Any person at least eighteen (18) years of age shall be eligible to apply for membership in the Club, subject to the additional eligibility requirements set forth for each category of membership below.
- B. Selection for membership in the Club shall be in accordance with procedures, criteria, rules and regulations established from time to time by the Operator. Invitations to membership shall be extended without regard to age, race, national origin, gender, religion, sexual orientation or disability.

- C. All applications for Membership shall be made on the requisite form prescribed by the Operator. Each application shall include the name of the applicant, address, family, business information and such other relevant information deemed appropriate.
- D. The Operator may accept or reject any invitee or applicant in its sole discretion, and the decision of the Operator in this regard shall be final. The Operator from time to time may, in its discretion, form a Membership Committee from the general membership of the Club to meet on a monthly basis to review applicants and make recommendations to the Operator for approval of new membership applicants. The proceedings of any Membership Committee formed shall be confidential. The Operator shall have the final approval of all membership applicants.
- E. Members shall have a nonexclusive, revocable license to use the Club facilities in accordance with the terms and conditions of the Member's membership category and classification, and as such Club facilities are made available for Member use.
- F. All Applications for Membership shall be accompanied by an initiation fee, as set by the Operator and adjusted from time to time. In the event the applicant is not elected to Membership, such fee shall be refunded immediately by the Club.
- G. Members wishing to change Membership from one classification to another may do so providing a vacancy exists. The Operator has the authority to accommodate a Member's request for a change from one Membership classification to another and to require payment of an upgraded initiation fee.

#### CLASSIFICATION OF MEMBERSHIP

1. Personal Membership: Upon payment of the initiation fee and acceptance of the application for Membership, a personal Membership will be issued to an individual person. Those entitled to the privileges of Membership shall be the individual named as the Member, the Member's spouse and unmarried children who reside at home and are under the age of 21 or are full-time students under the age of 23.
2. Corporate Membership: Upon payment of the initiation fee and the acceptance of the application for Membership, a Corporate Membership will be issued in the name of the corporation or other business firm and is assigned to an individual who is an employee or an officer of such corporation or firm. A Corporate Membership may be transferred to another officer or partner of the company or firm subject to the acceptance of said individual by Admissions Committee and by payment of the required transfer fee.

## MEMBERSHIP CATEGORIES

- A. Full Privilege Golf Membership: Allows full access to golf, practice facilities, dining and social functions. Available in both Personal and Corporate classifications.
- B. Classic Golf Membership: Access to golf and practice facilities limited to Tuesday through Friday noon and after noon on Sunday. Full access to dining and social functions. Available in both Personal and Corporate classifications
- C. Associate Memberships: Allows access to golf and practice facilities Tuesday through Friday noon, after noon on Saturday and Sunday. Full access to dining and social events. Golf play requires an Associate Golf fee including cart to be set by the Operator and adjusted from time to time. Available in both Personal and Corporate classifications.
- D. Social Membership: Privileges include dining and social functions at the Club. Available in both Personal and Corporate classifications.
- E. Dues Exempt/Reduced Membership: At the Operator's sole discretion, the Club may offer, from time to time, Dues Exempt, Dues Reduced or Honorary Memberships in membership categories and classifications designated by the Operator. Such Dues-Exempt/Reduced and/or Honorary Members will be entitled to the privileges of the membership category and classification designated by the Operator, without the payment of required base monthly dues or a reduced amount of base monthly Club dues

### Section 2.

## INITIATION FEES AND DUES

Each Member, whether Personal or Corporate, shall pay in advance the monthly dues applicable to his or her Membership as established by the Club. The Club may establish reasonable fees for use of the Club's facilities or certain portions thereof, and if the Club does so, each Member using such facilities shall pay such use fees.

- 1. The Operator shall have the full and exclusive power and authority to establish from time-to-time an initiation fee for each classification of Membership for the right to use the Club facilities and shall have the right to establish and amend the monthly dues from time-to-time.

### Section 3.

## TRANSFER OF MEMBERSHIP

Membership in the Club shall not be reassigned, unless corporately owned. With respect to a Corporate Membership however, a designated official of the Corporate Member may be changed

upon written notification to the Management of such change by the Corporate Member. A transfer fee will be charged for reassignment of corporate designee.

#### **Section 4.**

##### TERM OF MEMBERSHIP

The Membership, unless otherwise provided in the application upon which a Member applies for Membership, shall be a permanent Membership for the life of the Member (and the surviving spouse of the Member to whom the Membership is originally granted).

#### **Section 5.**

##### ESTABLISHMENT OF WAITING LIST

The Operator shall from time to time, as to each Membership Classification, determine the number of Members which constitutes a full complement of such classification. When such number of Memberships has been filled, additional-Members shall be admitted to such classifications only upon the resignation of an existing Member.

In the event a given Membership classification has been filled, a waiting list shall be established of those seeking to be admitted to such classifications. Upon the resignation of a Member from such classification, any individuals on the waiting list shall be given the opportunity to apply for such Membership in the order in which their names appear on the list.

Any individual may place his or her name on the waiting list for any or all of the Membership classifications. Failure to accept an opportunity to apply for Membership in a given classification will result in removal of that individual's name from the waiting list for that classification only.

#### **Section 6.**

##### TERMINATION OF MEMBERSHIP

Termination of Membership shall result in loss of the right to use the club's facilities. Termination itself shall produce no monetary penalty or cost to the Member not existing at the date of termination, but termination shall not terminate any existing obligations of a Member of the Club.

Termination may occur by resignation, death, or expulsion.

- A. Resignation - a Member may resign from the Club by giving written notice to the Club Management on or before the end of the month. All accrued dues and other charges for which Member is liable are due upon the effective date of resignation, that date being the last day of the month following the month in which written notice is received. Membership Dues are not prorated. The resigning Member shall not thereafter be subject to any dues or charges.
- B. Death - In the event of the death of a Member to whom a Membership was issued by the Club (as distinguished from a Member who is a surviving spouse of a prior Member), the surviving spouse shall thereupon succeed to all the rights and privileges of such Membership without payment of any

charge or other fee by reason of such succession. Otherwise, the deceased Member's Membership shall be treated as if he resigned.

- C. Expulsion -Any Member who is delinquent in payment of his/her account, guilty of any violation of the By-Laws or other rules and regulations of the Club, or guilty of any conduct which is detrimental to the legitimate interests of the Club may be expelled from the Club by the Operator.
- D. Divorce- Any Member who, during his or her Membership, is party to a marriage divorce decree must comply with the provisions of this subparagraph (D) regarding disposition of the Membership.

The Membership shall be retained by one spouse pursuant to the following priorities:

1. The first priority for the disposition of the Membership shall be as expressly directed by the judicial decree of divorce or annulment, or the property settlement incorporated into the judicial decree of divorce or annulment. In the event of a transfer upon divorce, there shall be no transfer fee required.
2. The second priority shall be the disposition of the Membership as directed in a written notice signed by both former spouses, expressly designating the former spouse who shall retain the Membership.
3. If no agreement or other disposition of the Membership in a manner contemplated by either paragraph (1) or (2) above results, the Membership shall, not later than 90 days following the date of the dissolution of marriage decree, terminate.

## **ARTICLE III: GOVERNMENT**

### **Section 1.**

#### **BOARD OF GOVERNORS**

A Board of Governors comprised of Members of the Club may be formed at a time deemed appropriate by the Operator. Such Board of Governors shall, upon request by the General Manager, provide advice and counsel as to the operation of the Club and as to the Rules and Regulations of the Club. The General Manager of the Club, as representative of the Operator, shall have the sole right to appoint the members of a Board of Governors, or set forth a method or methods for the election of the Board of Governors in the Rules and Regulations. The Rules and Regulations may also provide for the number of persons who sit on the Board of Governors, the length of service, the formation of committees, and other matters affecting the composition and operation of the Board of Governors. If the Rules and Regulations do not contain such information, the General Manager may determine each of the above in his or her discretion.

### **Section 2.**

#### **DISCIPLINARY ACTION**

The Operator shall have power to reprimand, suspend, expel or otherwise discipline any Member and/or Member's spouse or Spousal Designee and children for committing any violation of these Bylaws or the Rules and Regulations; or for conduct unbecoming a Member; or for any offense

against the best interests of the Club; or for other good cause determined by the Operator in its sole discretion. The Operator shall further have the power to reprimand, suspend, expel, or otherwise discipline any Member for nonpayment of dues and accounts as set forth in these Bylaws and/or the Rules and Regulations.

### **Section 3.**

#### **DELINQUENT/IMPAIRED ACCOUNTS**

When the account of any Member of the Club remains unpaid for a period of thirty (30) days after the billing date, the Operator may, by notice to the Member, suspend indefinitely the Member's charging privileges and the use of the Club by the Member and the Member's spouse or Spousal Designee and children. Such notice of suspension may be included with the statement of account mailed/mailed to the Member or sent under separate cover. If payment is not made within thirty (30) days after notice of suspension, such Member's membership will automatically be terminated by the Operator without further notice to the Member or action by the Operator. A membership terminated for nonpayment may be reinstated, if at all, at the sole discretion of the Operator and upon such terms as the Operator may determine.

### **Section 4.**

#### **MEMBER DISCIPLINE/GRIEVANCE COMMITTEE**

The Operator may from time to time appoint a Grievance Committee consisting of at least three (3) Members from the general membership which shall function as a hearing tribunal with respect to questions involving discipline of any Member for causes other than nonpayment of dues or other amounts owing. The Grievance Committee may be a standing committee of the Club or may be appointed on an ad hoc basis by the General Manager. Complaints concerning the conduct of any Member and/or any Member's fitness or suitability for membership in the Club shall be submitted in writing to the General Manager, who shall decide if the matter is to be referred to the Grievance Committee. Referral to the Grievance Committee is not a matter or right, but is in the sole discretion of the General Manager. Failure of the General Manager to refer such complaint to the Grievance Committee shall mean either that the Operator has determined that the charge in such complaint lacks sufficient substantiality to proceed thereon or that the Operator has taken or will take such disciplinary action as the Operator deems appropriate. The General Manager may also at any time initiate a complaint to the Grievance Committee for purposes of conducting a hearing. Written notice of a hearing on any such complaint or charge shall be sent by the Club to the last known address of the Member by ordinary United States mail. The notice shall specify in general terms the acts complained of, the date, time, and place of hearing, and, upon request by the Member, the Member in question shall be provided a copy of the Bylaws of the Club. At the hearing, the Grievance Committee's function shall be to determine the facts concerning the complaint based upon the evidence presented. All such hearings shall be closed, except as to Member charged, witnesses, and a representative of the Operator. Formal rules of evidence shall not apply to any such hearing. The Member in question will have the opportunity to cross-examine all witnesses present, if any, who testify in person against him or her, to produce witnesses on his or her own behalf, to explain any evidence against him or her, and to submit at such hearing any written or oral argument or statement. The Member is not entitled to be represented by counsel, and no such representation will be allowed. The Grievance Committee will issue a recommendation in writing to the General Manager as representative of the Operator. The Operator shall review the recommendation and issue a final decision. The decision of the Operator as to sufficiency of the cause for expulsion, suspension or other disciplinary action shall be final and shall be mailed to the Member as provided above. In reaching its decision, the Operator shall not be bound by the recommendation of the Grievance Committee.

The Operator may, in its sole judgment, deem it in the best interests of the Club to suspend the Member and/or Member's spouse or Spousal Designee and/or children until a final decision is rendered with respect to a disciplinary matter

## **Section 5.**

### CONSEQUENCES OF SUSPENSION OR EXPULSION

In the event a Member is expelled or temporarily suspended from the Club, such Member, and any other person (i.e., the Member's spouse or Spousal Designee and children) who would also be entitled to the rights and privileges of such membership, shall be permanently barred in the event of expulsion (unless separate membership is obtained by such other persons) or temporarily barred during the period of suspension, as the case may be, from admittance to the Club, both under the Primary Member's membership and as a guest of another Member. No dues abatement or reduction will apply during any period of suspension. Expulsion results in the termination of the expelled Member's membership. In the event of expulsion or suspension, notice by any means directed to the Member's last known address, shall be sufficient. Expulsion or suspension does not entitle the Member to any hearing or appeal.

## **Section 6.**

### REDEMPTIVE RIGHT

The Club may redeem a Member's membership by repaying the Member the Initiation Payment (without interest or premium of any kind) paid to the Club. Upon such payment, all of Member's rights to use the Club shall immediately cease, and the Member shall automatically relinquish, release and discharge the Operator, the Club, its employees, agents, shareholders, members, managers, affiliates and assigns from any and all liability, injury, loss, damages or claims against the Club associated with the membership and/or the redemption thereof. The

Operator shall determine, in its sole and absolute discretion, whether any Member whose membership has been redeemed by the Operator shall be permitted to utilize the Club's facilities or enter onto the Club's premise as a guest of another member.

## **Section 7.**

### PRIVATE CARTS

The Operator has the sole right to limit the number of private cart owners allowed.

## **ARTICLE IV: FINANCIAL OBLIGATIONS**

### PAYMENT OF DUES AND CHARGES

Each Member's Club account shall be due and payable upon receipt of the monthly statement which will be sent electronically to the Member's email. Statements contain all charges made through the closing date (end of month). Dues are charged for the coming month. Member agrees to pay the account in full via automatic bank draft

Member's accounts unpaid 30 days after shall be considered delinquent and a late charge equal to ten percent (10%) of the past due amount (up to maximum allowed by law) shall be added to the Member's next statement.



## **ARTICLE V: MISCELLANEOUS**

### **LIMITATION OF RESPONSIBILITY**

The Club shall not be responsible to Member or Guests for the loss of, or damage to their property in the Clubhouse, on the Club Grounds, or on the Club golf course. While at the Club, each Member shall be liable for property damage and/or personal injury caused by himself, members of his family or guests.

### **HOLD HARMLESS**

Member shall fully defend, indemnify, and hold harmless from any and all claims, law suits, demands, cause of action, liability, loss, damage and/or injury of any kind whatsoever (including without limitation all claims for monetary loss, property damage, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, any way whatsoever, any acts, omissions, negligence, or willful misconduct of the Operator, its officers, owners, personnel, employees, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgements, awards, decrees, attorney's fees and related costs or expenses, and any reimbursements to the Operator for all legal fees, expenses, and costs incurred by it. Each Party warrants that the individuals who have signed the Membership documents have the actual power, right, and authority to make this agreement and bind each respective Party.

### **INTRODUCTION OF GUESTS**

#### **Section 1.**

#### **PRIVILEGES**

Any Member of the Club shall have the privilege of introducing guests accompanied by such reasonable restrictions as may be made Club policy by the Operator or Club Management. A Member may introduce a guest who is to have the use of the Club's facilities when not accompanied by such Member for a period of time not exceeding a three day period and not more often than once in each six months, provided that the principal residence of guest is outside of a mile radius of the Club.

#### **Section 2.**

#### **ISSUANCE OF GUEST CARDS**

Members desiring to introduce guests who will not be accompanied by such Member shall produce guest cards from the Membership Director and shall be responsible for the conduct and indebtedness of all guests introduced. Guests shall be entitled to the use of the respective Clubhouse and immediate grounds, upon payment of the established guest fees.

#### **ASSOCIATIONS**

Members from time to time may form associations or groups which meet at the Club facilities and share a common interest, which such common interest may or may not be related to Club facilities and activities. The Operator does not assume any responsibility nor accept or incur any liability for the activities of any such association or group. Each association or group may develop its own rules or policies for self-governance, provided that no association rules or policies may be contrary to or in

conflict with these Bylaws, or the Rules and Regulations, or the policies established by the Operator. The Operator reserves the right to restrict or terminate the use of the Club facilities by any association which the Operator determines to be contrary to the philosophy or best interests of the Club.

## NOTICES

Except where otherwise clearly specified herein, whenever any notice, statement, billing or other communication is required or permitted to be given a Member under these Bylaws, it shall be given in writing and shall be sent by United States mail, postage prepaid, addressed to Member's last known address on file in the office of the Club. Any notice, statement, billing or other communication so sent shall be deemed to have been given and received on the third business day following the date of its deposit in the United States mail.

## ASSOCIATE CLUB PRIVILEGES

The Club may participate as an "Associate Club" offering two-way privileges in the Associate Clubs International Program (the "ACI Program"). Reciprocal privileges are set forth in the Clubs and Resorts Guide section of Private Clubs magazine or as may otherwise be provided by the Club from time to time. Members of the Club may qualify for some level of participation in the ACI Program at the Associate Clubs listed in the most current roster of Private Clubs magazine or as may otherwise be provided by the Club from time to time. Certain participation levels may require additional charges for participation by the Member. The privileges will be subject to the applicable terms, conditions and restrictions (including radius restrictions) of the ACI Program and the appropriate level of ACI Program benefits selected by Member. The participating Associate Clubs may have additional limitations and participants are requested to pay all usage fees as may be required under the rules and regulations of a particular Associate Club. The terms, conditions and restrictions of the ACI Program and the participating Associate Clubs shall be subject to change or termination from time to time, and at any time. Radius restrictions are applicable to the Club and the Members, and are based upon the distance from the Member's Club and each Member's residences and places of business. Restrictions can apply from more than one residence or place of business if the administrator of the ACI Program determines in its discretion that a Member has more than one place of residence or business.

## AMENDMENT TO BYLAWS.

The Operator shall have the right, without notice, to adopt new Bylaws and amend, modify, or waive these Bylaws at any time and from time to time. New Bylaws will supersede and replace any prior Bylaws of the Club; amendments or modifications shall supersede and replace any prior Bylaws with respect to the terms amended or modified. Any such new Bylaws, amendments, modifications or waivers shall be effective immediately upon adoption by the Operator; a copy of the same shall be made available to the general membership either by posting on the Club's website, posting in the Club, delivery to the membership, or other reasonable method as determined by the Operator in its discretion.