

Amended BYLAWS of the Jerome Country Club

(As Adopted by the Board of Directors and Members)

DECEMBER 5, 2018

ARTICLE I

TERMS NAMES PURPOSES9 OFFICES

Section 1. **Terms.** The following definitions shall be used to interpret these Bylaws unless the context otherwise requires.

(a) “**Club**” means the Jerome Country Club, Inc., an Idaho non-profit corporation. The terms "club" and "corporation" will be used in these bylaws to mean the same entity.

(b) “**Board**” means the Board of Directors of the Club.

(c) “**His**” or “**Her**” shall refer to any regular member referenced in the particular bylaw provision, without regard to whether such regular member is male or female.

Section 2. **Purpose** The purposes for which the Club is organized are:

(a) To transact any and all lawful business authorized by the Idaho Nonprofit Corporation Act and to exercise all the rights and powers conferred on nonprofit corporations under the laws of Idaho.

(b) To Provide and operate facilities including, but not limited to, golf courses, clubhouses, and other recreational, sport, and social facilities for the entertainment and enjoyment of its members and their guests.

(c) To operate as a non-profit organization which does not contemplate pecuniary gain or profit sharing by its members.

Section 3. **Location** The principle office of the Club shall be located at 649 Golf Course Road, Jerome, Idaho, County of Jerome, Idaho.

ARTICLE II MEMBERSHIP

Section 1. **Membership Categories:** The club shall have two membership categories designated as follows: Regular and Business. Eligibility is nondiscriminatory, i.e., no membership will be denied due to sex, race, creed, religion, national origin, or station in life.

(a) **Regular Members:** A person of good character, 18 or more years of age, shall be eligible for regular membership.

(b) **Business Memberships:** Business concerns may purchase memberships and designate an employee to utilize the membership as a regular member, subject to the approval of the Board.

Section 2. **Family Privileges:** Any person who is a legal member of the immediate family of a member of the club and actually dependent for his livelihood upon the family, enrolled in an institution of higher learning, or enlisted in the military shall be entitled to the same privileges and use of facilities as the member. The term "immediate family" shall mean the husband or wife of a regular member or both partners of a couple living together as though married and natural, adopted, or step-children of either, subject to other limitations. When no longer a dependent, enrolled in a higher learning institution, or enlisted in the military, that person's privileges in the club shall cease. In no event may a person described above, other than husband and wife, be allowed family privileges beyond his 24th birthday.

Section 3. **Certificates of Stock:** Certificates of stock representing membership in and an equity ownership of the corporation shall be in such form as determined by the Board. Such certificates shall be signed by the President and the Secretary. All certificates for stock shall be consecutively numbered or otherwise identified. The name and address of the member and date of issue shall be entered on the membership books of the corporation. In case of a lost, destroyed, or mutilated certificate, a new one may be issued upon such terms and indemnity to the corporation as the Board may prescribe.

Section 4. **Membership Obligations:** By accepting membership, the member shall agree to be bound by the Club's Article of Incorporation, Bylaws, Policies/Rules of 2017.

Section 5. **Transfers of Stock.**

- (a) Any member may sell or transfer his stock in the corporation provided the Board of Directors approves the proposed transferee.
- (b) Any and all sales or transfers shall be in accordance with such procedures, to include the payment of transfer fees, as the Board may from time to time establish.
- (c) So long as a member desiring to sell his or her share of stock shall continue to own said share, that member shall remain liable for monthly dues, fees, and assessments. All amounts owed shall be kept current as per ARTICLE VIII, SECTION 2 of these Bylaws. The desire to sell a membership does not relieve said member of the obligation to keep that membership's payments current as allowed under ARTICLE VIII, SECTION 2.
- (d) The corporation shall be entitled to treat the holder of record of any equity membership as the holder-in-fact of said certificate of stock, and accordingly it shall not be bound to recognize any equitable or other claim to or interest in such membership on the part of any other person, whether or not the corporation shall have express or other notice thereof, except as expressly provided by the laws of this state.
- (e) No sale or transfer of a membership will be deemed complete until the original certificate, properly endorsed, is surrendered to the corporation secretary and a new certificate is issued to the new member.

Section 6. **The Club's Non –Liability.** This Club shall not be liable for any injuries or damages to persons or property or for the loss of life of members arising out of any act that may be committed upon the premises owned and controlled by the Club, and each member hereby specifically assumes any risk incident to the use of the facilities provided by the Club. The Club shall not be liable to any person, not a member of the Club, and such person, whether a paying guest or otherwise, shall by the act of using the facilities of the Club assume any and all risks and damages incident to the use of the Club facilities.

Section 7. **Voting Rights.** On all matters submitted to a vote of the regular membership, other than election of directors, each voting member is entitled to cast one vote (in person or by proxy).

- (a) Any vote by the membership may be conducted by first class mail, registered mail, or in person at any regular or special meeting where such vote may be called for by the Board of Directors; with the exception of any meeting petitioned by the membership, where such vote must be made in person or by proxy with the member holding said proxy to be in attendance. In voting upon the election of directors, a voting member is entitled to cast one vote per director vacancy but shall not vote cumulative. For example, when six candidates are running for three positions, a regular member can vote for three candidates, but only one vote per candidate.
- (b) Presentation of the candidates shall be made not less than 15 days prior to the date set by the Board of Directors for an election. Members shall be mailed one ballot listing the candidates and a notice of the cut-off date for the election. Members shall vote for Directors by marking their ballots in the space provided and mailing the ballot (postmarked the day preceding voting cut-off date) or personally returning/faxing the ballot to the Secretary or the Club business office by 11:00 AM on the voting cut-off date. Results of the election will be announced in the next Club Newsletter. Newly elected Directors will take their seat in November at a regular Board meeting and will be introduced at the annual Club meeting in December.

Section 8. Termination of Membership for Indebtedness.

- (a) The term “indebtedness” when applied with respect to members of this Club shall include all unpaid fees, dues, taxes, house accounts, assessments, and damages. Indebtedness remaining unpaid 10 days after the due date shall be considered delinquent and notice thereof shall be issued to the member requiring payment within 30 days of the date of notice. The notice will include any penalties (as set by the Board) added to the delinquent account. Upon delinquency, the Secretary shall promptly post the name of such delinquent member on a list to be maintained in the Club pro-shop. The name of a member may not be removed from the list until delinquencies are fully paid. During the period the member is in default, he shall be suspended from use of the Club facilities, as a member, and from exercising other rights and privileges therein including voting rights. If the delinquency of the member is not satisfied within the 30 day period, the member may be requested to forfeit his membership in accordance with paragraph (b) or may be subject to expulsion under Section 9 of this Article. Any member who is delinquent in payment of dues and fees for 24 months will be automatically expelled with Board action as per Article II, Section 9, and the proceeds from the sale of the membership will be placed in the Club treasury.

- (b) Upon forfeiture of a membership by a delinquent member, the Board may offer that membership for sale on the open market or may elect to retire the membership for sale at a later date. The proceeds from the sale of such membership will be returned to the corporation treasury.

Section 9. The Board shall have power by vote of six of the seven members to expel or terminate the membership of any member for conduct which, in its opinion, disrupts the order, dignity, business, or harmony of the Club, or for any conduct in violation of these Bylaws, Articles of Incorporation, the rules and regulations promulgated by the Board of Directors pursuant to the authority granted them, or rules and regulations governing the use of Club property. A member shall not be expelled or have membership in the Club terminated, under the provisions of this section, until said member has been cited to appear before the Board by written citation setting forth the particulars of the conduct of which said member is charged and fixing a time and place for hearing said charges which must be not less than fifteen (15) days following the service of said notice. If, following such hearing, the Board decides to expel said member, it shall make a written decision to the effect and thereafter said member shall be and stand expelled.

Any member expelled under any of the foregoing conditions must arrange to sell or transfer his membership, in compliance with Article II, Section 5, (a) through (e), within 60 days from the date of final expulsion, and the Board has the first option to purchase the membership for the fair market value. After expulsion, but before sale or transfer of stock, the expelled member must meet all pecuniary obligations, but he shall be suspended from use of the Club facilities, as a member, and from exercising other rights and privileges therein including voting rights.

ARTICLE III

MEETING OF MEMBERS

Section 1. **Annual Meetings.** An annual membership meeting shall be held the first Wednesday in the month of December (or the closest available date). The purpose of said meeting shall be to report the financial condition of the Club, discuss any current or future plans, introduce the newly elected Board members, and transact any other business as may come before said meeting.

- Section 2. **Special Meetings.** Special meetings of the voting members may be called by the President, by the Board, or by written petition filed with the Club Secretary and signed by at least ten (10) voting members in good standing. The purpose of the special business to be considered must be set forth in the meeting notice.
- Section 3. **Place of Meeting.** All annual and special meetings of the voting membership shall be held at the Club facility or as designated by the Board.
- Section 4. **Notice of Meetings.** A written or printed notice stating the place, day, and hour of any meeting of the voting members shall be delivered by or at the direction of the Secretary, either personally or by 1st class or registered mail, not less than ten (10) nor more than thirty (30) days before the date of such meeting. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the U.S. Mail, addressed to the member at his address as it appears on the records of the Club, with postage thereon paid.
- Section 5. **Quorum.** A quorum shall be one-fifth of the total voting membership.
- Section 6. **Proxies.** Any regular member in good standing and entitled to vote at any meeting of regular members may vote on any matter, except election of directors as covered in Article II, Section 7, by proxy executed in writing by him designating another regular member authorized to vote as his proxy. All proxies shall be filed with the Club Secretary by 11:00 AM on the day set for the meeting. No proxy shall be valid after eleven months from the date of its execution.
- Section 7. **Nomination of Directors.** In advance of each annual election of Board of Directors, the Board shall appoint a nominating committee composed of at least three (3) voting members. It shall be the duty of the nominating committee to nominate at least two (2) candidates for election to the Board to succeed each member thereof whose term will expire when the newly elected Board member is seated at a regular Board meeting in November. The nominating committee shall deliver the list of its nominees to the Club Secretary no less than 30 or more than 45 days prior to the date set for the election. The Secretary shall present the candidates by promptly posting a list thereof on the Club Bulletin board and mailing a copy to the voting membership no later than 15 days prior to the election date in accordance with Article II, Sec. 7. Additional candidates may be nominated by a written petition signed by at least 25 regular members in good standing, provided that such petition is filed with the Club Secretary not less than 30 days prior to the

election date. Upon receipt of such petition, the Club Secretary shall post a list of the additional candidates on the Club bulletin board and mail a copy along with the nominating committee's list to the members for vote. No other nominations for Director positions shall be permitted.

Section 8. **Election for The Board of Directors.** The election date for the Board of Directors will be determined and announced by the Board. It will normally be completed in May each year, but the newly elected Board members will not officially take office until November when they will be seated at a regular Board meeting.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. **General Powers and Qualifications.** The affairs of the Club shall be managed by its Board of Directors. Only voting members in good standing shall be eligible for election to and qualified to serve on the Board of Directors.

Section 2. **Number and Tenure.** The number of Directors shall be seven (7). Directors shall serve three-year terms and shall be elected in a manner that provides for the expiration of at least two (2) Director's terms of office each year. Therefore, at least two (2) Directors shall be elected each year. Unless removed from office (Article IV, Sec. 10) or resigning, each member of the Board will hold office for three successive years beginning at the regular Board meeting in November and continuing until replaced by his successor.

Section 3. **Vacancies.** Any vacancy on the Board shall be filled by majority vote of the remaining members of the Board. The person selected/appointed by the Board will serve for the balance of the unexpired term. In order to better ensure continuity and respect the vote of the membership, it is recommended that the person selected by the Board be someone who has been previously elected and served on the Board or the person receiving the next highest number of votes in the last annual election.

- Section 4. **Meetings.** An annual meeting of the Board shall be held within fourteen (14) days following the annual membership meeting. At least one Board meeting shall be held in each calendar quarter of each calendar year. Meetings of the Board shall be called by the President or at the request of any two (2) directors. The person or persons authorized to call a special meeting of the Board may fix any location, within the County of Jerome, Idaho, as the place for holding any meeting of the Board called by them.
- Section 5. **Notice.** Notice of any Board meeting shall be given verbally, by written notice (e-mail or letter), or delivered personally at least two (2) days prior to the meeting. If the notice is mailed to each Director at his address as shown by the records of the Club, it will be sent at least five (5) days prior to the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. Mail in a sealed envelope so addressed, with postage thereof prepaid. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.
- Section 6. **Quorum.** A majority of the Board, i.e., four (4) board members, shall constitute a quorum for the transaction of business at any meeting of the Board.
- Section 7. **Manner of Acting.** The act of a majority of the directors present at a meeting at which a quorum is present shall be an act of the Board, unless the act of a greater number is required by law or these Bylaws.
- Section 8. **Compensation.** Directors shall not receive any salaries or compensation for their services.
- Section 9. **Informal Action by Directors.** Any action required by law or these bylaws to be taken at a meeting of the directors may be completed and become binding without a meeting if a letter, setting forth the action so taken, is signed by all Board members.
- Section 10. **Removal From Office.** Any director selected or appointed by the Board may be removed from office by five (5) Board members vote whenever, in the Board's judgment, the best interests of the Club would be served by said removal. Directors elected by the membership may only be removed by the membership.

Section 11. **Directors' Powers.** The Board of Directors shall have all powers to conduct daily business affairs of the Club, subject to the right of the membership at large to take action in such matters at a regular or special membership meeting. The powers of the Board in this regard are broad as permitted by the bylaws and include, but are not limited to, the following:

1. To employ such persons deemed necessary by them, to fix their compensation, delegate authority to them, and terminate them when necessary.
2. To enter into contracts on behalf of the corporation for business purposes.
3. To promulgate rules and regulations governing the use of the Club's property by members and non-members and provide penalties for breach thereof. No such rule concerning non-members shall be valid which unduly infringes on the rights of the members.
4. To enter into membership with regional or national golf interests.
5. To lease/rent corporation property if to do so will not interfere with members' use of the facilities thereof.
6. To select a bank as depository of the Club's funds.
7. To select officers of the Club whose signatures on written instruments and other evidences of obligation shall serve to bind the corporation. However, the extraordinary purchase of any real estate, personal property, or the incurrence of extraordinary indebtedness shall only be done with the approval of the membership of the corporation.
8. To determine annual billings and due dates.
9. To determine action and penalties in cases of delinquent billings.

Section 12. **Directors' Duties.** The duties of the Board of Directors include, but only by way of limitation, the following:

1. To supervise all officers and employees of the corporation.
2. To install an efficient system of financial accounting and disclosure and to require at least one audit per year.
3. To keep an accurate record of its meetings and disclose the condition of the association at the annual meeting in accordance with Article III, Sec. 1.
4. To use due prudence when investing all monies of the corporation.
5. To maintain insurance on all Club property and liability insurance guarding the corporation in the use of its facilities.

ARTICLE V

OFFICERS

- Section 1. **Officers.** The officers of the Club shall be, (1) a President, (2) one or more Vice Presidents (the number thereof to be determined by the Board), (3) a Secretary, and (4) such other officers as may be elected by a majority vote of the Board.
- Section 2. **Election and Term of Office.** The officers of the Club shall be elected annually by the Board at the regular meeting of the Board in November. Each officer shall hold office until his successor shall have been duly elected.
- Section 3. **Vacancies.** A vacancy occurring in any office, because of death, resignation, removal, disqualification, or other reason, shall be filled by the Board for the unexpired portion of the term of office vacated.
- Section 4. **President.** The President shall be the principle executive officer of the Club and shall in general supervise and control all of the business and affairs of the Club. He shall preside at all meetings of the members and the Board. He may sign, with the Secretary or any other proper officer of the Club authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board, by these bylaws, or by statute to some other officer or agent of the Club.
- Section 5. **Vice President.** In the absence of the president or in the event of his inability or refusal to act, the Vice President shall perform the duties of and be subject to all the restrictions imposed upon the president. The Vice President shall perform such other duties as from time to time may be assigned to him by the president or by the Board.
- Section 6. **Secretary.** The Secretary shall keep the minutes of the meetings of the members and of the Board; see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; be custodian of the Club's records and of the seal of the Club; see that the seal of the Club is affixed to all documents requiring same; keep a register of the post office address of each member, which shall be furnished to the secretary by such member; and perform such other duties as from time to time may be assigned to him by the president or the Board.

ARTICLE VI

APPOINTED COMMITTEES

Section 1. **Standing Committees.** The standing committees of the Club shall be:

House Committee
Greens Committee
Finance Committee
Golf Committee

The President shall appoint members of the standing committees, subject to Board approval. At least one member of the Board shall Chair each standing committee and shall report its activities to the Board. The purpose and responsibilities of each standing committee shall be as follows:

- (a) **The House Committee** shall formulate and recommend policy to the Board in connection with the operation and maintenance of the clubhouse and other structures.
- (b) **The Greens Committee** shall observe the conditions of the grounds of the Club, including the golf course and adjacent areas and the clubhouse, make recommendations to the Board relating thereto, and formulate policy for the upkeep and improvement thereof for approval by the Board.
- (c) **The Finance Committee** shall review the fiscal operation of the Club and make preliminary recommendations to the Board regarding the financial aspects of all Club operations and activities. All recommendations will be subject to Board approval.
- (d) **The Golf Committee** shall formulate and recommend to the Board rules and regulations for use of the golf facilities including the planning of special events.

Section 2. **Other Committees.** Other committees may be created by a resolution adopted by the Board at any duly constituted meeting. Except as otherwise provided in such resolution, members of such committees shall be members of the Club and the President of the Club shall appoint the members thereof, subject to Board approval. Any member thereof may be removed whenever, in the Board's judgment, the best interests of the Club shall be served by such removal.

- Section 3. **Term of Office.** Each member of a committee shall continue until his successor is appointed or until the Board determines that the member or the committee is no longer needed to serve the Club.
- Section 4. **Vacancies.** Vacancies in the membership of a committee may be filled by appointments made in the same manner as provided in the case of original appointments.
- Section 5. **Quorum.** Unless otherwise provided in the resolution of the Board designating a committee, a majority of the members of that committee shall constitute a quorum, and the act of a majority of the members present at a meeting at which a quorum is present shall be an act of the committee.
- Section 6. **Rules.** Each committee may adopt rules for its own government which are not inconsistent with these bylaws or with rules adopted by the Board. All action recommendations by any committee must come before the Board for final approval. Without said approval, any action recommendations will carry no force or effect.

ARTICLE VII

MEMBERSHIP LIMITATIONS

- Section 1. **Membership Limitations.**
- (a) Regular and business memberships in the Jerome Country Club shall be limited to a total of four hundred and fifty (450) memberships, plus those additional memberships that apply to homeowners/lot owners of the North Rim Fairways subdivision who qualify for membership according to Resolution 95-1 as adopted by the Board at the regular business meeting of July 12, 1995.
 - (b) As memberships are granted to homeowners/lot owners of the North Rim Fairways subdivision, the Board shall have the authority to purchase, from time to time, memberships on the open market and return these memberships to the corporate treasury in order to maintain the total membership count as close to 450 members as possible.
 - (c) No increase in the foregoing limitations shall be permitted or established unless and until the following actions have taken place:

- (1) The Board, by at least a five of seven affirmative votes, adopts a resolution which proposes an increase in the membership limitations or the establishment of an additional membership category.
- (2) The voting members, by a majority vote of the regular membership at an annual meeting or special meeting called for the purpose of considering such a proposal by the Board, may adopt appropriate amendments to these bylaws to increase the membership limitations or to establish an additional membership category.

Section 2. **Rights and Privileges.** All members in good standing shall be entitled to the use of all Club facilities. The use of the facilities by any person shall be subject to such restrictions as may be provided in the Articles of Incorporation, these Bylaws, or rules and regulations adopted by the Board.

ARTICLE VIII

DETERMINATION OF FEES, DUES, ASSESSMENTS, AND OTHER CHARGES

Section 1. **Definitions.** As used in the Bylaws the following terms shall have the following meanings:

- (a) **“Annual Dues”** means the amount payable, annually, by each member of the Club in such amount as the Board shall have determined to be required to provide revenue for the Club to meet operating, overhead, and recurring capital outlay costs as authorized in the annual budget approved by the Board.
- (b) **“Capital Assessments”** means the amount payable by each member of the Club in such amount and at such times as the Board shall determine to be required to provide revenue to the Club to meet estimated costs of acquiring major capital assets, major permanent improvements to Club property, or other major projects approved by the membership. Capital assessments are generally for one year only but may be spread over several years based upon the Board’s decision to defray costs. Capital additions, capital improvements, or major projects reflecting an expenditure by each member in excess of \$1,000 shall require the assent of two-thirds (2/3) majority of the membership voting on the issue. The vote may be taken by mail or at a special/annual meeting duly called for this purpose and properly noticed in accordance with these bylaws.

- (c) **“Special Assessments”** means the amount payable by each member of the Club at such time and in such amount as the Board shall determine and levy for the purpose of meeting unanticipated deficits or expenditures not included in the annual budget approved by the Board.
- (d) **“Transfer Fee”** means the amount payable to the Club when a transfer of stock ownership takes place. This fee may be paid by either the seller or the buyer of the stock. The amount of the transfer fee shall be determined, from time to time, by the Board and shall be paid in such a manner as the Board may establish.

Section 2. Payment of indebtedness by members.

- (a) Membership fees shall be payable in full within fifteen (15) days after notice of acceptance of membership has been provided to the new member.
- (b) Annual dues and other charges shall be payable on or before the first day of March each year; however, these charges may be payable in installments if and as authorized by an appropriate Board resolution. “Prorating” of these amounts for incoming and outgoing members will be calculated based upon schedules also determined by the Board.
- (c) Assessments shall be payable, in full, by the members in the amount and within the time prescribed by the Board in the resolution of the Board fixing and levying the assessments.
- (d) Members “house accounts” shall be payable in full within thirty (30) days of billing for these amounts.

ARTICLE IX

GUEST

Section 1. Definitions. As used in the Article, the following terms shall have the following meanings:

- (a) **“Guest”** shall mean any non-member using any of the Club’s facilities or participating in any activity held on the Club’s premises.
- (b) **“Guest Fees”** shall mean the fees charged to guests who use the Club’s facilities.
- (c) **“Greens Fee”** shall refer specifically to charges for use of the Club’s golf course.

Section 2. **Authorized Guest Use.** The use of the Club facilities by any guest shall be subject to the provisions and restrictions set forth in these bylaws and to all such rules and regulations as may be prescribed and implemented by the Board, from time to time.

Section 3. **Guest Fees.**

- (a) Guests may reserve use of the clubhouse facilities with prearranged approval of the Board and with payment of a fee as determined by the Board.
- (b) Guests may use the golf course facilities upon payment of a fee as determined by the Board.
- (c) Guest Greens Fees will be established by the Board to recognize when a guest is hosted and accompanied by a member and when a guest is a non-hosted player.

Section 4. **Reciprocal Agreements.** The Board may, by resolution, extend the privileges of using the Club’s facilities to members of any other private club on the same basis that members of the Club are extended the privilege of using the facilities of such other club pursuant to any reciprocal arrangement or agreement made by the Board with another club.

ARTICLE X

BOOKS AND RECORDS

The Club shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its members, Board of Directors, and committee meetings. The Club shall also keep a record giving the names and addresses of all members entitled to vote. All books and records of the Club may be inspected by any member or his agent or attorney for any proper purpose at a reasonable time.

ARTICLE XI

FISCAL YEAR

The fiscal year of the Club shall begin on the first day of November and end on the last day of October in each year.

ARTICLE XII

WAIVER OF NOTICE

Whenever notice is required to be given under the provisions of the Idaho Nonprofit Corporate Act, the provisions of the Articles of Incorporation, or the Bylaws of the Club, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XIII

TWO-THIRDS VOTE OF THE BOARD

Whenever provision is made or required in these bylaws for a two-thirds vote of the Board, it shall mean and require a vote of not less than two-thirds of the total number of directors which the Club is the authorized to have as then provided by the bylaws.

ARTICLE XIV

AMENDMENTS TO THE BYLAWS

The Board, at any meeting, may pass a resolution for amending of the bylaws or fifteen (15) members of the Club, in good standing, may petition for an amendment of these bylaws. Upon notice of such action, the President or an officer of this Club may call a regular or special meeting for the purpose of considering the amendment of the Bylaws. No change in the Bylaws shall be effective unless passed by two-thirds vote of the regular members, by ballot, present, or proxy at the regular or special meeting of the members of the Club at which the amendments are considered. Notice of this regular or special meeting shall be given in a manner required by these bylaws, and such notice shall contain a concise statement concerning the proposed amendment or amendments.

ARTICLE XV

MISCELLANEOUS

- Section 1. **Complaints.** Complaints and suggestions are welcome and must be in writing, signed and mailed to the Board.
- Section 2. **Golf Rules.** The standard rules of the United States Golf Association shall be adopted as the rules in force at this club, subject only to the Board of Directors or other authorized persons with the power to adopt local ground rules that do not conflict with said USGA Rules.
- Section 3. **Roberts Rules of Order.** Except as contravened by these bylaws, the latest edition of Roberts Rules of Order shall govern parliamentary procedures at any member, Board, or committee meetings. Unless a parliamentarian is approved by the presiding officer of those meetings, the presiding officer shall be the final arbiter of application and meaning of such rules.
- Section 4. **Indemnification.** The Corporation shall, in accordance with Idaho Code 30-3-88, indemnify any Director, officer, former Director or officer, or employee of the Corporation against expenses actually and reasonably incurred in connection with the defense of any action, suit, or proceeding, whether civil, criminal, administrative, or investigative, in which such person is made a party, by reason of being or having been a Director or officer, except in relation to matters where such person is adjudged to be liable for willful misconduct in the performance of such person's duties to the Corporation.