

**NON-PROFIT BYLAWS
OF
EUSTIS GUN CLUB, INC.**

Adopted January 13, 2019, Revised April 24, 2019, November 10, 2019

PREAMBLE

The following Bylaws shall be subject to, and governed by, the Non-Profit Corporation Act of Florida and Articles of Incorporation of the Eustis Gun Club, Inc. In the event of a direct conflict between the herein contained provisions of these Bylaws and the mandatory provisions of the Non-Profit Corporation Act of Florida, said Non-Profit Corporation Act shall be the prevailing controlling law. In the event of a direct conflict between the provisions of these Bylaws and the Articles of Incorporation of the Eustis Gun Club, Inc., it shall then be these Bylaws which shall be controlling.

ARTICLE 1 - NAME

The legal name of the Non-Profit Corporation shall be known as Eustis Gun Club, Inc., and shall herein be referred to as the "Club."

ARTICLE 2 - PURPOSE

The purpose for which this Non-Profit corporation is formed is set forth in the attached Articles of Incorporation.

The Club is established within the meaning of IRS Publication 557 Section 501(c)(7) Organization of the Internal Revenue Code of 1986 (the Code), as amended or the corresponding section of any future federal tax code and shall be operated exclusively for the benefit of its members.

The Club is organized for the pleasure and recreation of its members to enjoy and learn the sport of recreational firearm and archery shooting. To encourage sportsmanship, fellowship and the safe use and handling of firearms and archery equipment.

The Club will acquire, own, lease, dispose of or otherwise control such real and personal property as may be necessary or desirable to carry out the objectives of this Non-Profit Corporation.

The Club will also support the youth of our state and county in the safe and responsible use and handling of firearms and archery equipment through programs sponsored by the 4-H Clubs of

America and the National Rifle Association or other appropriate youth organizations. In addition, this Club has been formed for the purpose of performing all things incidental to, or appropriate in, the foregoing specific and primary purposes. However, the Club shall not, except to an insubstantial degree, engage in any activity or the exercise of any powers which are not in furtherance of its primary non-profit purposes.

The Club shall hold and may exercise all such powers as may be conferred upon any nonprofit organization by the laws of the State of Florida and as may be necessary or expedient for the administration of the affairs and attainment of the purposes of the Club. At no time and in no event shall the Club participate in any activities which have not been permitted to be carried out by a Club exempt under Section 501(c) of the Code.

This is a private Club and our facilities and meetings are not open to the general public.

ARTICLE 3 - OFFICES

The principal office of the Club shall be located at 12950 Frankies Road, Tavares, Florida 32778.

The Club may have other such offices as the Board of Directors may determine or deem necessary, or as the affairs of the Club may find a need for from time to time.

ARTICLE 4 - DEDICATION OF ASSETS

The properties and assets of the Club are irrevocably dedicated to and for non-profit purposes only. No part of the net earnings, properties, or assets of this Club, on dissolution or otherwise, shall inure to the benefit of any person or any member, director or officer of this Club. On liquidation or dissolution, all remaining properties and assets of the Club shall be distributed and paid over to an organization dedicated to non-profit purposes which has established its tax-exempt status pursuant to Section 501(c) of the Code.

ARTICLE 5 - NOMINATION AND ELECTION OF OFFICERS AND DIRECTORS

Election of Officers and Directors

The election of Officers and Directors shall be held at the biannual meeting of January in even numbered years.

In the month of November preceding the biannual January general membership meeting the President of the Club will appoint a nominating committee consisting of three (3) members of the Club who at the December meeting will present nominees for officers and directors for the next two (2) years. The sole purpose of the nominating committee is to determine if a Member seeking nomination meets the minimum qualifications for the office or position that he is seeking.

Recommendations

No Officer or Director will make any official recommendation of any candidate for any office. No employee of the Club will recommend any candidate while on duty. Employees may campaign for a candidate when they are off duty but may not wear any badge or item of apparel (i.e. Range Safety Officer shirts or badges) which show their official position.

Nominations

Nominations must be submitted in writing to the nominating committee Chairman at or before the November general membership meeting. The vetted nominees will be announced at the December general membership meeting. Nominees must have been members of the Club for at least one (1) year and be willing to serve.

Elections

Elections will be secret by written ballot. Officers will be voted on individually and in the following order: President, Vice President, Secretary and Treasurer. Nominees for Directors shall be voted for on one ballot. The nominees for Directors receiving the highest number of votes shall be declared elected to fill the available seats. Mailed in ballots must be received by the Secretary no later than the Wednesday preceding the Sunday election day. Online voting is to be allowed when it may become available.

Vacancies

In case of vacancy in the office of the President, the Vice President will succeed to that office. In case of vacancy in the office of the Vice President, Secretary, Treasurer, or Director, the vacancy shall be filled by the Board of Directors for the remainder of the term of that position.

ARTICLE 6 - BOARD OF DIRECTORS

General Powers and Responsibilities

The Club shall be governed by a Board of Directors (the "Board"), which shall have all the rights, powers, privileges and limitations of liability of directors of a non-profit corporation organized under the Non-Profit Corporation Act of Florida. The Board shall establish policies and directives governing business and programs of the Club and shall delegate to the President and Club staff, subject to the provisions of these Bylaws, authority and responsibility to see that the policies and directives are appropriately followed.

Number and Qualifications

The Board of Directors shall consist of the Officers of the Club, the immediate past President and up to 7, but not fewer than 5, Board members. The Board shall elect one of their members to be their Chairman of the Board. The number of Board members may be increased to 7 members or decreased to less than 5 members by the affirmative vote of all the then serving Board of Directors. The position of immediate past President is to provide continuity of leadership and has no vote or defined responsibility. A Board member need not be a resident of the State of Florida.

Board Compensation

The Board shall receive no compensation for Board duty. However, provided the compensation structure complies with Sections relating to “Contracts Involving Board Members and/or Officers” as stipulated under these Bylaws, nothing in these Bylaws shall be construed to preclude any Board member from serving the Club in any other capacity and receiving compensation for services rendered.

Term of Board

All Board members shall enter upon their official duties at the close of the Annual Meeting at which they were elected by the general membership and serve for a term of two (2) years or until successors shall be duly elected and qualified.

Vacancies

A vacancy on the Board of Directors may exist at the occurrence of the following conditions:

- a. The death, resignation, or removal of any Director.
- b. The declaration by resolution of the Board of a vacancy in the office of a Director who has been declared of unsound mind by a final order of court, convicted of a felony, found by final order or judgment of any court to have breached a duty pursuant to the Club Code and/or Act of the law dealing with the standards of conduct for a Director.
- c. Has missed three (3) consecutive meetings of the Board of Directors, or a total of four (4) meetings of the Board during any one calendar year without Board approval.
- d. An increase in the authorized number of Directors.
- e. The failure of the Directors, at any annual or other meeting of Directors at which Directors are to be elected, to elect the full authorized number of directors.

Any vacancy on the Board will be filled by vote of a two-thirds majority of the Directors then in office, whether or not the number of Directors then in office is less than a quorum, or by vote of a sole remaining Director. No reduction of the authorized number of Directors shall have the effect of removing any Director before that Director’s term of office expires.

A Board member elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Resignation

Each Board member shall have the right to resign at any time upon written notice thereof to the Chairman of the Board, Secretary of the Club, or the President of the Club. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof and the acceptance of such resignation shall not be necessary to make it effective. Unless the Attorney General of Florida is first notified, no Director may resign when the Club would then be left without a duly elected Director in charge of its affairs.

Removal

A Director may be removed from office pursuant to the procedures provided in the Florida Statutes.

Meetings

The Board's regular meetings may be held at such time and place as shall be determined by the Board. The Chairman of the Board, the President, or any three (3) regular board members may call a special meeting of the Board with five (5) days written notice provided to each member of the Board. The notice shall be served upon each Board member via hand delivery, regular mail, email or fax. The person(s) authorized to call such special meetings of the Board may also establish the place the meeting is to be conducted, so long as it is a reasonable place to hold any special meeting of the Board.

Minutes

The Secretary shall be responsible for the recording of all minutes of each and every meeting of the Board, in which business shall be transacted, in such order as the Board may determine from time to time. However, in the event that the Secretary is unavailable, the Chairman of the Board shall appoint an individual to act as Secretary at the meeting. The Secretary shall prepare the minutes of the meeting which shall be placed in the minute book, posted to the website and delivered to each Board member as soon as possible.

Action by Written Consent

Any action required by law to be taken at a meeting of the Board or any action that may be taken at a meeting of the Board may be taken without a meeting if consent in writing setting forth the action so taken shall be signed by all Board members. The number of Directors in office must constitute a quorum for an action taken by unanimous written consent. Such consent shall be placed in the minute book of the Club and shall have the same force and effect as a unanimous vote of the Board taken at an actual meeting. The Board members' written consent may be executed in multiple counterparts or copies, each of which shall be deemed an original for all purposes. In addition, facsimile signatures and electronic signatures or other electronic "consent click" acknowledgments shall be effective as original signatures.

Quorum

At each meeting of the Board of Directors or Board Committees the presence of five (5) persons shall constitute a quorum for the transaction of business. If at any time the Board consists of an even number of members and a vote results in a tie, then the vote of the Chairman of the Board shall be the deciding vote. The act of the majority of the Board members serving on the Board and present at a meeting in which there is a quorum shall be the act of the Board unless otherwise provided by the Articles of Incorporation, these Bylaws, or a law specifically requiring otherwise. If a quorum is not present at a meeting, the Board members present may adjourn the meeting from time to time without further notice until a quorum shall be present. However, a Board member shall be considered present at any meeting of the Board if during the meeting he

is present via telephone or web conferencing with the other Board members participating in the meeting.

Voting

Each Board member shall only have one vote.

Board Member Attendance

An elected Board member who is absent from three (3) consecutive regular meetings of the Board during a calendar year shall be encouraged to reevaluate with the Chairman of the Board his commitment to the Club. The Board may deem a Board member who has missed three (3) consecutive meetings without such a reevaluation with the Chairman of the Board to have resigned from the Board.

ARTICLE 7 - OFFICERS

Structure and Term

The officers of the Club shall be elected as set forth in Article - 5, Nomination and Election of Officers and Directors.

The same person may hold any number of offices except that neither the Secretary nor the Treasurer may serve concurrently as the Chairman of the Board or the President.

In addition to the duties in accordance with this Article, officers shall conduct all other duties typically pertaining to their offices and other such duties which may be required by law, Articles of Incorporation, or by these bylaws, subject to control of the Board of Directors, and they shall perform any other such additional duties which the Board of Directors may assign to them at their discretion.

All elected Officers shall hold office for two years or until their successors are elected.

Each Officer shall have the right to resign at any time upon written notice thereof to the Chairman of the Board, Secretary of the Club, or the President of the Club. The resignation shall take effect upon receipt thereof or any time later as may be specified within the resignation. The acceptance of such resignation shall not be necessary to make it effective.

Any vacancy in an Officer position may be filled by vote of a two-thirds majority of the Directors then in office, whether or not the number of Directors then in office is less than a quorum, or by vote of a sole remaining Director. An Officer elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Chairman of the Board (Chief Executive Officer)

It shall be the responsibility of the Chairman of the Board or his designee to preside over all meetings of the Board of Directors and Executive Committee. The Chairman of the Board is authorized to execute, in the name of the Club, any and all contracts or other documents which may be authorized, either generally or specifically, by the Board to be executed by the Club, except when required by law that the President's signature must be provided.

President (Executive Director)

It shall be the responsibility of the President, in general, to supervise and conduct all activities and operations of the Club subject to the control, advice and consent of the Board of Directors. The President shall keep the Board of Directors completely informed, shall freely consult with them in relation to all activities of the Club, and shall see that all orders and/or resolutions of the Board are carried out to the effect intended. The President shall be empowered to act, speak for, or otherwise represent the Club between meetings of the Board. The President shall be responsible for the hiring and firing of all personnel, and shall be responsible for keeping the Board informed at all times of staff performance and for implementing any personnel policies which may be adopted and implemented by the Board. The President, at all times, is authorized to contract, receive, deposit, disburse and account for all funds of the Club, to execute in the name of the Club all contracts and other documents authorized either generally or specifically by the Board to be executed by the Club, and to negotiate any and all material business transactions of the Club. In addition to the duties in accordance with this Article, the President shall conduct all other duties typically pertaining to his office and other such duties which may be required by law, Articles of Incorporation, or by these bylaws, subject to control of the Board of Directors, and he shall perform any other such additional duties which the Board of Directors may assign to him at their discretion.

Vice President

In the absence of the President, or in the event of his inability or refusal to act, it shall then be the responsibility of the Vice President to perform all the duties of the President, and in doing so shall have all authority and powers of, and shall be subject to all of the restrictions on, the President

Secretary

The Secretary, or his designee, shall be the custodian of all records and documents of the Club, which are required to be kept at the principal office of the Club, and shall act as secretary at all meetings of the Board of Directors, and shall keep the minutes of all such meetings on file in hard copy or electronic format. He shall attend to the giving and serving of all notices of the Club and shall see that the seal of the Club, if any, is affixed to all documents, the execution of which on behalf of the Club under its seal is duly authorized in accordance with the provisions of these bylaws. In addition to the duties in accordance with this Article, the Secretary shall conduct all other duties typically pertaining to his office and other such duties which may be required by law, Articles of Incorporation, or by these bylaws, subject to control of the Board of

Directors, and he shall perform any other such additional duties which the Board of Directors may assign to him at their discretion.

Treasurer (Chief Financial Officer)

It shall be the responsibility of the Treasurer to keep and maintain, or cause to be kept and maintained, adequate and accurate accounts of all the properties and business transactions of the Club, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. In addition to the duties in accordance with this Article, the Treasurer shall conduct all other duties typically pertaining to his office and other such duties which may be required by law, Articles of Incorporation, or by these bylaws, subject to control of the Board of Directors, and he shall perform any other such additional duties which the Board of Directors may assign to him at their discretion.

The Treasurer shall be responsible for ensuring the deposit of, or cause to be deposited, all money and other valuables as may be designated by the Board of Directors. Furthermore, the Treasurer shall disburse, or cause to be disbursed, the funds of the Club, as may be ordered by the Board of Directors, and shall render to the Chairman of the Board, President, and Directors, whenever they request it, an account of all the Treasurer's transactions as treasurer and of the financial condition of the Club.

The Treasurer shall give the Club a bond, if so requested and required by the Board of Directors, in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of the Treasurer's office and for restoration to the Club of all its books, papers, vouchers, money and other property of every kind in the Treasurer's possession or under the Treasurer's control upon the Treasurer's death, resignation, retirement, or removal from office. The Club shall pay the cost of such a bond.

ARTICLE 8 - MEMBERSHIP

The membership of this club shall consist of men and women of good character and community standing, eighteen (18) years of age and older, interested in a safe and family friendly place to shoot. Club membership shall be restricted to United States Citizens, and those non-citizens who have been admitted for Lawful Residence under the laws of the United States, and are not barred by any Federal, State, or local laws from owning or possessing a firearm. There will be no membership restrictions based on gender, sexual orientation, race, creed, skin color, national origin or religion. All applicants may be subject to a background check as is stated in the membership application. However, the Club is a Private Club and has wide discretion as to who it will admit to membership.

Annual membership allows access to all club facilities, on an as available basis, for the member, his partner and immediate family under the age of eighteen (18) who have completed a safety briefing and have demonstrated safe gun handling as required of all prospective members.

Each membership shall have one vote.

Membership dues shall be payable prior to July 1st of each year. A grace period for renewals until September 1 will apply. If renewal dues are not received by September 1, the member will not be allowed range privileges until dues for the current year have been paid in full. After September 1 of the second (2nd) year of non payment, the member will be removed from the rolls and must re-apply as a new member.

New members joining after July 31st will pay dues prorated based on the remaining months in the fiscal year plus an initiation fee. Said dues and fees are specified in the Club's Safety and Range Rules (Range Rules) booklet and noted on the membership application.

Life membership allows access to all club facilities, for the life member his partner and his immediate family under the age of eighteen (18) on an as available basis, for the remainder of the member's natural life.

Day Guests are allowed access to all club facilities, on an as available basis, as long as they are under the direct supervision of an Annual or Life member of the Club and/or a Match Director. A Day Guest fee must be paid for each guest per day. Day Guests are limited to four (4) daily visits per year. The sponsoring member is to be completely responsible for the safe conduct of these guests per the Range Rules and must accompany said Day Guests at all times. This applies only to general range use and not scheduled matches.

If, upon presentation of evidence to the Board of Directors that an applicant or member presents a possible danger to other members, has a temperament or demeanor which tends to be offensive, or frequently uses offensive language or mannerisms, or has shown a disregard for Club rules, or any other character or conduct flaws that could affect the safety of the membership or operation of the Club, the Board of Directors, on its own discretion, may bar such applicant or member from membership.

Applicants shall be admitted to membership under the following procedures:

- a. A prospective member will present himself at a monthly meeting with a signed application, appropriate fees, NRA membership verification, and proof of firearm training as detailed in the membership application.
- b. Completed a safety briefing.
- c. A probationary membership card will be issued that will be good for two (2) months.
- d. Probationary members are to demonstrate safe gun handling at the range and obtain a Range Safety Officer's signature attesting to the same on three (3) separate visits.
- e. This signed probationary card is then turned in and a permanent membership card will be issued.
- f. If an applicant is denied membership all dues and fees previously paid will be returned.
- g. The probationary member will bear the following pledge:

I certify that I am not a member of any organization or group which has any part of its programs the attempted overthrow of the Government of the United States or any

of its political subdivisions by force or violence. That I have never been convicted of a felony or misdemeanor crime of domestic violence. That I am not subject to any restraining order. That I have not been adjudicated mentally defective. That I have not been dishonorably discharged from the US Armed forces. That I do not represent in any manner, or have any financial agreements with anyone or any organization who is or might be attempting to take any action against the Club which would affect its existence or continued operations. If admitted to membership I will faithfully endeavor to fulfill the obligations of good sportsmanship and good citizenship, abide by all Club rules and assist in any way possible in the maintenance of the club's facility and furtherance of its objectives. I understand that failure to abide by the Club rules may result in the termination of membership

- h. On the completion of these requirements and after being voted into the Club by the General Membership a regular membership card entitling holder to all club privileges will be issued which will be valid until the following July 1st.

From time to time a Match, which will include non Club members, will be allowed at the Club facilities. These non Club members will be assessed a nominal fee for a Day Guest status. Said day guests will be limited to five hundred (500) shooters who will have no voting rights and access will be limited to only those shooting ranges where the match is being held. Day Guest status must be renewed on a day to day basis.

All members will abide by the rules as found in the Club's Range Rules, Membership Application and Range Safety Signs.

ARTICLE 9 - COMMITTEES

Committees will be appointed by the Board of Directors as needed.

ARTICLE 10 - MEETINGS

The Club shall hold meetings on the second Sunday of every month. The Officers and Directors are authorized to change the day of the meeting to any other day of the month they deem wise. The Club may hold such other meetings as the President, Board of Directors or General Membership may desire. At no time may a meeting be held without the details being disclosed to the General Membership in the form of the minutes of the meeting. Meetings held for disciplinary matters may have some details withheld. At no time will any awards, Life Memberships, gifts or cash be given to anyone for any reason without full disclosure to the General Membership in the minutes to include the reason for and the amount of the award. Fifteen (15) members shall constitute a quorum at any meeting of the General Membership, including five (5) Officers or Directors.

All meetings of the Board of Directors will be open to the General Membership with the exception of Disciplinary Hearings.

It shall be the established policy of the Club not to permit its meetings to be used for any commercial or political purpose or for the solicitation of funds not pertaining to the benefit of the Club. The Club will not officially endorse any political candidate for any political office.

ARTICLE 11 - FINANCE

This is a "NOT FOR PROFIT ORGANIZATION", therefore, all dues and other fees assessed are only to be deemed adequate and prudent to meet the day to day expenses of the Club, as well as to maintain an adequate contingency fund for the purpose of required maintenance, repairs, planned construction, taxes, impact fees, capital expenditures, legal fees and the like.

At the October meeting of the Board of Directors each year, a budget, in a form compatible with generally accepted accounting principles, will be prepared by the Treasurer and subcommittee of the Board of Directors. The Board of Directors will present the budget for membership discussion at the next General Membership Meeting. Notice of the membership discussion of the budget must be announced to the General Membership in the customary way at least two weeks prior to the presentation of the budget to the membership.

All Treasurer's Reports and statements reflecting the balance of current assets will be available to the General Membership upon request and maintained on the Club's website.

The Board of Directors shall determine the official depository for Club funds

All checks must be signed by two (2) Club Officers.

Expenditures for recurring operational and basic maintenance costs, approved by the Board of Directors, may be expended by the Treasurer without further approval.

Emergency expenditures not to exceed one thousand dollars (\$1000.00) may be approved by the President or Vice President. In such case they will advise the Board of Directors of the expenditure and reason for it as soon as possible but no later than the next meeting of the Board of Directors.

ARTICLE 12 - MEMBERSHIP DISCIPLINE

No disciplinary action which could result in suspension of shooting privilege's or loss of membership will be taken against any Member unless the Member is afforded due process. This does not include members asked to leave the range for the day by a Range Safety Officer.

In these cases due process will consist of a hearing before the Board of Directors. The Member will be given written notice of the time, date, and place of the hearing, and the charges against him. He can elect if the hearing is to be open to the Membership or closed. He may also elect to be present or not to be present.

The person bringing the charges against the Member is required to present clear and convincing evidence of the offense that the accused Member is charged with.

If the person bringing the charges is a member of the Board of Directors, he may not vote concerning the Members guilt or innocence, nor can they or the Accused be present when the vote is taken. All votes will be by secret written ballot. The Vice President or Secretary will count the ballots and announce the verdict. The accused Member has the right to be present when the votes are counted and to verify the count. Evidence in these cases shall consist of documentary evidence or testimonial evidence and all witnesses are subject to questioning by the accused or the person who is representing the Club. The accused Member may be represented by another Member.

The Board of Directors will decide what disciplinary action is to be imposed on the Member if found guilty.

If a Letter of Reprimand is issued, it will be kept on file in the minutes of the meeting.

All disciplinary hearings are to be kept confidential and are not to be discussed outside of the disciplinary hearing. It is the intention of the Board of Directors to maintain a safe and pleasant environment for the Members to enjoy the shooting sports, not to embarrass or intimidate.

ARTICLE 13 - AMENDMENTS

Any amendments made to these bylaws shall be adopted by two-thirds ($\frac{2}{3}$) of the members present at a General Membership meeting of the Club, provided that written notice of the proposed amendments is given to the members at least two (2) weeks prior to the meeting.

At such a time that online voting may be adopted by the Eustis Gun Club, Inc., amendments to these bylaws shall be adopted by the affirmative vote of two-thirds ($\frac{2}{3}$) of the total number of votes cast either online or in person at the meeting at which the vote is held. Written notice of the proposed amendments shall be delivered online.

ARTICLE 14 - SHOOTING DISCIPLINES

Separate shooting disciplines within the Club may be authorized by the Board of Directors. Each authorized shooting discipline shall have a governing committee. Said committee will be the disciplines representatives to the Board of Directors. The Board of Directors will determine guidelines for procedures to be followed by the disciplines. Each shooting discipline will have a Match Director and/or Range Safety Officer on site at any time they are shooting.

ARTICLE 15 - STANDARD OF CARE

General

A Director shall perform all the duties of a Director, including, but not limited to, duties as a member of any committee of the Board on which the director may serve, in such a manner as the director deems to be in the best interest of the Club and with such care, including reasonable inquiry, as an ordinary, prudent, and reasonable person in a similar situation may exercise under similar circumstances.

In the performance of the duties of a Director, a Director shall be entitled to rely in information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by:

- a. One or more officers or employees of the Club whom the Director deems to be reliable and competent in the matters presented;
- b. Counsel, independent accountants, or other persons, as to the matters which the director deems to be within such person's professional or expert competence; or
- c. A committee of the Board upon which the Director does not serve, as to matters within its designated authority, which committee the Director deems to merit confidence,

So long as in any such case the Director acts in good faith, after reasonable inquiry when the need may be indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.

Except as herein provided in Article 15 - Standard of Care, any person who performs the duties of a Director in accordance with the above shall have no liability based upon any failure or alleged failure to discharge that person's obligations as a Director, including, without limitation of the following, any actions or omissions which exceed or defeat a public or charitable purpose to which the Club, or assets held by it, are dedicated.

Loans

The Club shall not make any loan of money or property to, or guarantee the obligation of, any Director or Officer, unless approved by the Florida Attorney General; provided however, that the Club may advance money to a Director or Officer of the Club or any subsidiary for expenses

reasonably anticipated to be incurred in the performance of the duties of such Officer or Director so long as such individual would be entitled to be reimbursed for such expenses absent that advance.

Conflict of Interest

The purpose of the Conflict of Interest policy is to protect the Club's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of one of its Officers or Directors, or that might otherwise result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable corporations/organizations and is not intended as an exclusive statement of responsibilities.

Restriction on Interested Directors

An interested person is:

1. Any person currently being compensated by the Club for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director.
2. Any brother, sister, parent, ancestor, descendant, spouse, brother-in-law, sister-in-law, mother-in-law, or father-in-law of any such person. However, any violation of the provisions of this section shall not affect the validity or enforceability of any transaction entered into by the interested person.

Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors who are considering the proposed transaction or arrangement.

Establishing a Conflict of Interest

After the disclosure of the financial interest and all material facts, and after any discussion with the interested person, the interested person shall leave the Board meeting while the potential conflict of interest is discussed and voted upon. The remaining Board members shall decide if a conflict of interest exists.

Addressing a Conflict of Interest

In the event that the Board should establish that a proposed transaction or arrangement establishes a conflict of interest, the Board shall then proceed with the following actions:

1. Any interested person may render a request or report at the Board meeting, but upon completion of said request or report the individual shall be excused while the Board discusses the information and/or material presented and then votes on the transaction or arrangement proposed involving the possible conflict of interest.

2. The Chairman of the Board shall, if deemed necessary and appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
3. After exercising due diligence, the Board shall determine whether the Club can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
4. If a more advantageous transaction or arrangement is not reasonably possible under the circumstances not producing a conflict of interest, the Board shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the best interest of the Club, for its own benefit, and whether it is fair and reasonable. It shall make its decision as to whether to enter into the transaction or arrangement in conformity with this determination.

Violations of Conflict of Interest Policy

Should the Board have reasonable cause to believe an interested person has failed to disclose actual or possible conflicts of interest, the Board shall then inform the interested person of the basis for such belief and afford the interested person an opportunity to explain the alleged failure to disclose.

If, after hearing the interested person's explanation, and after making further investigation as may be warranted in consideration of the circumstances, the Board determines the interested person intentionally failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Procedures and Records

All minutes of the Board Meetings, when applicable, shall contain the following information:

1. The names of all the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and any votes relating to the transaction or arrangement, the content of the discussions, including any alternatives to the proposed transaction or arrangement, and a record of any vote taken in connection with the proceedings.

Acknowledgement of Conflict of Interest Policy

Each Director, Officer, and member of a committee with Board delegated powers shall be required to sign a statement which affirms that such person:

1. Has received a copy of the conflict of interest policy
2. Has read and understands the policy
3. Has agreed to comply with the policy

4. Understands that the Club is charitable, and in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Violation of Loyalty - Self-Dealing Contracts

A self-dealing contract is any contract or transaction (1) between this Club and one or more of its Directors, or between this Club and any corporation, firm, or association in which one or more of the Directors has a material financial interest ("Interested Director"), or (2) between this Club and a corporation, firm, or association of which one or more of its directors are Directors of this Club. Said self-dealing shall not be void or voidable because such Directors of corporation, firm, or association are parties or because said Directors are present at the meeting of the Board of Directors or committee which authorizes, approves or ratifies the self-dealing contract, if:

1. All material facts are fully disclosed to or otherwise known by the members of the Board and the self-dealing contract is approved by the interested Director in good faith (without including the vote of any membership owned by said interested Director);
2. All material facts are fully disclosed to or otherwise known by the Board of Directors or committee, and the Board of Directors or committee authorizes, approves, or ratifies the self-dealing contract in good faith, without counting the vote of the interested Director, and the contract is just and reasonable as to the Club at the time it is authorized, approved, or ratified; or
3. As to contracts not approved as provided in above sections (1) and/or (2), the person asserting the validity of the self-dealing contract sustains the burden of proving that the contract was just and reasonable as to the Club at the time it was authorized, approved, or ratified.

Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof, which authorizes, approves, or ratifies a contract or transaction as provided for and contained in this section.

Indemnification

To the fullest extent permitted by law, the Club shall indemnify its agents, as described by law, including its Directors, Officers, employees and volunteers, and including persons formerly occupying any such position, and their heirs, executors and administrators, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any proceeding, and including any action by or in the right of the Club, by reason of the fact that the person is or was a person as described in the Non-Profit Corporation Act. Such right of indemnification shall not be deemed exclusive of any other right to which such persons may be entitled apart from this Article.

To the fullest extent permitted by law, and, except as otherwise determined by the Board in a specific instance, expenses incurred by a person seeking indemnification in defending any proceeding shall be advanced by the Club of an undertaking by or on behalf of that person to

repay such amount unless it is ultimately determined that the person is entitled to be indemnified by the Club for those expenses.

The Club shall have the power to purchase and maintain insurance on behalf of any agent of the Club, to the fullest extent permitted by law, against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, or to give other indemnification to the extent permitted by law.

ARTICLE 16 - FISCAL YEAR

The fiscal year for this Club shall end on December 31, of each year.

ARTICLE 17 - CONSTRUCTION AND DEFINITIONS

Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the Non-Profit Corporation Act as amended from time to time shall govern the construction of these bylaws. Without limiting the generality of the foregoing, the masculine gender includes the feminine and neuter, the singular number includes the plural and the plural number includes the singular, and the term "person" includes a Corporation/Organization as well as a natural person. If any competent court of law shall deem any portion of these bylaws invalid or inoperative, then so far as is reasonable and possible the remainder of these bylaws shall be considered valid and operative and effect shall be given to the intent manifested by the portion deemed invalid or inoperative.

CERTIFICATE OF SECRETARY

I, _____, certify that I am the current elected and acting Secretary of the benefit Club, and the above bylaws are the bylaws of this Club as adopted by the Board of Directors on _____, and that they have not been amended or modified since the above date.

Executed on this day of _____, in the County of Lake in the State of Florida.

Duly Elected Secretary