Hide-A-Way Hills Club

Amended and Restated Code of Regulations

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Hide-A-Way Hills Club

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Article I – Name, Location & Authority

Section 1…Name of the organization responsible for the administration of Hide-A-Way Hills is Hide-A-Way Hills Club, Inc. (the "Club"). The principal office of the Hide-A-Way Hills Club in the State of Ohio shall be located at the Hide-A-Way Hills community in Hocking & Fairfield Counties. The Club may have such other offices within the State of Ohio, as the Board of Trustees may determine or as the affairs of the Club may require from time to time.

Section 2…Administration of Hide-A-Way Hills Club shall be in accordance with the Articles of Incorporation of this Corporation, the applicable Deed Restrictions (the "Deed Restrictions") of record in the offices of the Recorder of Fairfield and Hocking Counties, and the provisions of this Code of Regulations (the "Code"), as each of such Articles of Incorporation, Deed Restrictions and Code of Regulations may be amended from time to time by the membership of the Club, and in accordance with such rules, regulations as may be promulgated by the Board of Trustees (sometimes referred to herein as the "Board"), from time to time, which rules and regulations shall not be contrary to, or inconsistent with, this Code. With respect to each Member, every licensee, owner, tenant, guest, invitee thereof, and occupant of a lot, or user of a Club amenity, or of any other property subject to the governance of the Club, shall comply with the provisions of the Articles of Incorporation, the Deed Restrictions, this Code of Regulations and the rules, regulations of the Board of Trustees of the Club, or the duly appointed representative thereof, as each of the foregoing may be amended or promulgated from time to time, and failure to comply with any such provision, rule, regulation shall be grounds for an action against such Member and/or other party, to recover sums due for damages or for injunctive relief.

Article II – Members; Dues and Assessments

Section 1…Members. Members of Hide-A-Way Hills Club shall be those persons who hold recorded title as owners of lots in the Hide-A-Way Hills development, and the spouses of such persons. The seller under a Land Contract is the "owner" or "member". Except for the purposes of spousal membership as per the above, lot ownership and Club membership are automatically and irrevocably combined, and membership shall not be separated from ownership of a lot. Each owner, by acceptance of a deed to a lot, thereby becomes a Club member. If more than one person is the owner of a lot, each such person shall be a member. If an entity other than an individual person, such as a trust, estate, corporation or limited liability company is the owner of a lot, then such entity shall be a member, and shall designate in writing to the Club the names of two (2) beneficial owners of such entity who are authorized to use the Club facilities. In the event more than two (2) such beneficial owners are designated, then the Additional Assessment provisions of Article II, Section 4D.2 shall be applicable.

Section 2…Member Rights; Member in Good Standing. Member rights shall be available only to members in good standing, and their families and guests, and shall include access to, and use of Club amenities and facilities. A member in good standing is one who is not delinquent in payment of any financial obligation to the Club. In addition, a member may be declared to be not in good standing if such member, pursuant to the procedure set forth in

Article IX hereof, is found to be in default in the performance of, or in default in compliance with, any provision of the Deed Restrictions, this Code, or any rule or regulation of the Board.

Section 3…Voting Rights. The number of votes which members in good standing may cast at any annual or special meeting shall be limited according to lot ownership as follows:

A. Each lot, or group of lots, having the same recorded title ownership and bearing one full normal lot assessment, shall have two votes.

B. Each additional lot, which bears a full normal lot assessment, shall have two votes

C. Fractional assessments other than a normal lot assessment, which, when aggregated, are equal to a full normal lot assessment, qualify for two additional votes.

Such votes may be cast by any member who is in the recorded title and is a member in good standing. If there is more than one owner of a lot, all such owners must be in good standing.

D. The vote of the owners of a lot owned by more than one person, or by a trust, corporation, limited liability company or other entity, shall be cast by the person named in a certificate, signed by all of the owners of the lot, and filed with the Secretary of the Club. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, then, in the event of a controversy, and at the discretion of the Secretary of the Club, the vote of such owner or owners shall not be considered in determining the requirement for a quorum, nor for any other purpose.

E. *Decedents, Incompetents and Fiduciaries*. When any person has furnished to the Club proof, satisfactory to the Club, of the appointment and qualification as executor under the Last Will and Testament of a deceased lot owner; an administrator of the estate of such a lot owner; a guardian or conservator of the estate of a ward or incompetent who is a lot owner; trustee in a bankruptcy of such a lot owner, statutory or judicial receiver or liquidator of the estate or affairs of such a lot owner: assignee for the benefit of creditors of the lot owner; or other duly qualified lawful representative of a lot owner, with authority in the premises, such fiduciary may vote as though he, she or it were the lot owner.

F. To the extent of Club owned lots, the Board of Trustees shall not have voting rights on behalf of the Club as to any issue brought before the membership of the Club.

G. In the event of a sale of a lot or lots by means of a land contract, the land contract vendor may, but shall not be required to, assign to the land contract vendee the right to cast the votes attributable to such land contract vendor. Such assignment shall be in writing, shall be filed with the Club, and shall be effective until such time as the Club is otherwise notified of a modification or revocation thereof, by such land contract vendor.

Section 4…Dues & Assessments. The dues of members shall be the assessments imposed pursuant to this Code of Regulations, as amended from time to time, and paragraph 8 of the Deed Restrictions for Hide-A-Way Hills as to said lots and parcels.

A. Effective January 1, 2020, the *Normal Lot Assessment* for a lot or parcel (whether developed or undeveloped) owned by a member or members, is $171.05 per month.

Effective from September 1, 2020, through May 2021, the Normal Lot Assessment per month shall increase by $30.00, plus any scheduled CPI increase effective January 1, 2021.

Effective June 1, 2021, the Normal Lot Assessment per month shall increase by an additional $10.00.

Effective January 1 of each calendar year from 2018 through 2027, said Normal Lot Assessment shall increase each year by the percentage of increase in the Consumer Price Index for all Urban consumers (CPI-W*), as established by the Bureau of Labor Statistics of the U.S. Department of Labor, for the preceding month of September of each calendar year as compared to the identical index issued for the month of September of the previous calendar year, with a limit to the increase of 5% of the normal lot assessment charged for the prior calendar year. In the event of a decrease in the index, there shall be no decrease in the Normal Lot Assessment.

These assessments shall be payable in advance, either annually, semi-annually, quarterly or monthly.

*CPI-W is the Bureau of Labor index that is tied to Social Security.

B. The assessments for lots owned by members owning more than one lot shall be as follows:

1. Where a member or members purchased two or more lots with recordation of deed prior to January 1, 1975, there shall be only one Normal Lot Assessment, regardless of the number or location of said lots. Any total or partial change of ownership after January 1, 1975, and any construction on more than one of said lots, shall remove a lot from this classification. For all purposes hereof, the term “partial change of ownership” shall be interpreted in such a manner as to apply only in instances where there is a new member taking title to a lot, or to a fractional interest therein. A reallocation of ownership interests among existing owners of a lot shall not be deemed to be a partial change of ownership. In all other instances, the Board of Trustees shall have the authority to interpret the phrase “partial change of ownership” in such a manner so as to reach a fair, equitable and consistent result.

2. Where a member or members acquired title by deed recorded subsequent to January 1, 1975, and prior to May 1, 1988, the following shall apply:

    a. Only one Normal Lot Assessment shall be paid for lots owned by the same member or members, where the lots are adjacent to one another; that is, where the lots have ten feet of common boundary at any point. However, if there is a cabin or house on more than one of said lots the each such additional lot on which a cabin or house is located shall bear an additional Normal Lot Assessment. If there is a structure on such additional lot other than a house or cabin, which structure is approved by the Architectural Control Committee, then, in such case, such additional lot shall not bear an additional Normal Lot Assessment. For purposes hereof, a fence shall not be deemed to be a structure.

b. Where a member or members hold title in the same name or names to additional unimproved lots which are not adjacent to a lot bearing a Normal Lot Assessment, such additional lots shall bear one-third of the Normal Lot Assessment, as to each such lot. However, if a cabin or house is, or has been, placed on one or more of such additional lots, each such lot shall bear a full Normal Lot Assessment.

3. Where a member or members acquired title subsequent to May 1, 1988, and before September 1, 1995, the following shall apply:

   a. Where a member or members own a lot plus one adjacent lot, in the same name or names, only one Normal Lot Assessment shall be paid for those two lots; that is, where the said lots have ten feet or more of common boundary at any point. However, if there is a cabin or house on both of said adjacent lots, then each shall bear a full Normal Lot Assessment.

   b. Where such member or members hold title in the same name or names to additional unimproved lots, regardless of whether they are adjacent, such lots shall bear one-third of the Normal Lot Assessment, as to each said lot. However, if a cabin or house is or has been placed on any such additional lot, each such lot shall bear a full Normal Lot Assessment.

4. From and after September 1, 1995, for those members who acquired title to two adjacent lots after September 1, 1995 and for those members who acquired title to three adjacent lots after May 1, 1988, the following shall apply:

   a. TWO ADJACENT LOTS: Where a member or members own a lot, plus one adjacent lot (i.e. where both of said lots are contiguous by 10 feet or more of common boundary at any points), in the same name or names, only one Normal Lot Assessment shall be paid for those two adjacent lots. However, if there is a cabin or house on both adjacent lots, then both improved lots shall bear a full Normal Lot Assessment.

   b. THREE ADJACENT LOTS: Subject to the provisions of this Subparagraph 4b, three adjacent lots may qualify to bear only one Normal Lot Assessment. Where such member or members hold title to three adjacent lots, to be eligible for the “3 lots for one assessment” option, the member or members must first, by Deed of Joinder recorded in the Office of the Recorder of the county in which such lots are situated, covenant in form and content satisfactory to the Club, to conjoin all three lots as one inseparable parcel. Thereafter, none of such lots may be conveyed separately from the other lots so conjoined, despite the fact that each such lot may be designated as a separate tax parcel by the county auditor and treasurer. To be thus eligible, the member or members shall submit an application to the General Manager enclosing the proposed Deed of Joinder.

      A Deed of Joinder containing language substantively similar to the following language shall be deemed to be in form and content satisfactory to the Club:

      “As to said lots (the “Restricted Lots”), this Deed of Joinder is executed for the purpose of combining the Restricted Lots into one indivisible parcel, and this Deed of Joinder is executed, delivered and recorded subject to the condition and

restriction that none of the Restricted Lots shall hereafter be conveyed except as a part of and together with the other two Restricted Lots. This condition and restriction shall run with the land, and shall be hereafter binding upon all parties subsequently having an ownership interest in said Restricted Lots. The foregoing condition and restriction may be enforced by Hide-A-Way Hills Club, either by proceedings for injunction, or to recover damages in breach of said condition and restriction, or both."

c. ADDITIONAL LOTS: Where such member or members hold title in the same name or names to additional unimproved lots, not subject to Subparagraphs a, b and c of this Section 4, regardless of whether such lots are adjacent to one another, such lots shall bear one-third of the Normal Lot Assessment as to each said lot. However, if a cabin or house is or has been placed on any such additional lot, it shall bear a full Normal Lot Assessment.

C. For an additional lot to be exempt, or partially exempt, from a full Normal Lot Assessment under subparagraphs a, b or c above, except for the spouse of a member, the ownership of such additional lots must be in the same name as the contiguous lot bearing the full Normal Lot Assessment. By way of example, and not by way of limitation, if a member owns a lot in his or her sole name, and acquires title to a second lot in the names of such member and a person other than such member's spouse, the additional lot shall bear a full Normal Lot Assessment; the same would apply where such member took title to the additional lot in the name of a legal entity such as a corporation, partnership or limited liability company in which such member was a beneficial owner.

D. Multiple Members:

1. When more than two (2) members own a lot or lots, then such lot or lots shall bear an additional two-thirds of a Normal Lot Assessment for each such additional member.

2. When an entity such as is referred to in Article II, Section 1, owns a lot or lots, then such lot or lots shall bear an additional two-thirds of a Normal Lot Assessment for each beneficial owner of such entity in excess of two (2), who are designated by such entity as being authorized to use the Club facilities.

3. Surviving Family Guests

(a) Upon the death of the last surviving member (the "Deceased Member") owning a lot or lots, surviving family guests (whether singular or plural, "SFG") may continue to use Club amenities until the first to occur of the following:

(i) The expiration of one (1) calendar year from the date of death of the Deceased Member; or,

(ii) The recordation in the Office of the Fairfield or Hocking County Recorder, as the case may be, of a valid deed or certificate of transfer, transferring ownership of the lot or lots from the Deceased Member.

(iii) For purposes of convenience herein, the applicable period of time referred to in subparagraphs (i) and (ii) immediately hereinabove shall be referred to herein as the "Extension Period."

(b) During the Extension Period, the following shall pertain:

(i) The SFG may designate one or more, but no more than two, SFG to act in the place and stead of the Deceased Member for the purpose of exercising the membership rights, including voting rights, of the Deceased Member. Such designated SFG shall be referred to herein as a "Designated SFG".

(ii) Notwithstanding anything to the contrary herein, a Designated SFG shall not have the authority to request that any person become a family guest if such individual was not a family guest at the time of death of the Deceased Member.

(iii) Upon the expiration of the Extension Period, the rights and privileges of the SFG shall cease, determine and be of no effect whatsoever. However, the Designated SFG shall be permitted to exercise membership rights, including voting rights, of the Deceased Member, and shall be authorized to designate the remaining other SFG as Social Guests.

(iv) During the Extension Period, all assessments with respect to the lot or lots owned by the Deceased Member shall be kept current and all deed restrictions, provisions of the Code of Regulations, Rules and Regulations must be adhered to at all times, as a condition of the rights and privileges granted herein to the Designated SFG and other family guests.

(v) The provisions of Article II, Section 4I shall be applicable with respect to a deed or certificate of transfer from the estate of the Deceased Member.

(vi) In the event the SFG fail to designate either one or two Designated SFG, then, (a) none of the SFG may act in the place and stead of the Deceased Member as otherwise provided herein; (b) notwithstanding the failure to so designate a Designated SFG, all the SFG shall nevertheless have the right to use Club amenities during the Extension Period; and, (c) upon the expiration of the Extension Period, an additional two-thirds assessment shall be in effect for each SFG in excess of two.

E. Waiver of Easements for Riding and Hiking:

In any instances in which (i) either two or three adjacent lots are subject to one Normal Lot Assessment (and if two lots are adjacent, a Deed of Joinder as referred to in Article II.4.B4b has been approved by the Board); and, (ii) the owner of such lots wishes to build a fence, home or other structure thereon (otherwise pursuant to, and in accordance with the applicable Club Deed Restrictions, the Code, and the other applicable rules, regulations and decisions); and, (iii) if such fence, home or other structure encroaches on the easement for hiking and riding trails reserved by plat or Deed Restriction, and, (iv) if such easement is adjacent to the common boundary of either two or three of said lots or to a common boundary of property not subject to the jurisdiction of the Club, the Board may waive any right of the Club to enforce such easement, and may waive any claim to the benefit thereof, subject to the following: (i) the Board has approved the Deed of Joinder (as such Deed of Joinder is referred to in Article II.4.B4b) of the subject lots; and, (ii) South Central Power Company, or its successor, if applicable, has waived its rights in and to said easement in a manner satisfactory to the Board; and, (iii) in making its decision, the Board may consult with and receive the advice of the

Architectural Control Committee. Further, by adoption of this Amended and Restated Code, and upon waiver by the Board of the right of the Club to enforce the easement in question, then in such event, each member of the Club shall be deemed to have waived any right to enforce such easement, and to have waived any claim to the benefit thereof.

F. The assessments for lots owned by a member and rented or leased to a "Long Term Tenant", (defined as tenancy for 31 or more days), shall be as follows:

1. Where a member has rented a house to a non-member who is a long term tenant, such lot shall bear an additional two-thirds of the Normal Lot Assessment (unless said member owns and lives in another house in Hide-A-Way Hills which bears a full Normal Lot Assessment). This shall apply to all lots having such long term tenants as of January 1, 1989 and thereafter.

2. Prohibition against "Short Term" rental (defined as a rental for 31 days or less). No member shall rent or lease their property for a period of less than 31 days. No member shall allow or permit subletting of their property for a period of less than 31 days. These provisions became effective September 1, 2004.

    a. Pursuant to a "Settlement Agreement" effective July 23, 2005, certain parties specifically listed in such agreement received an exemption from the prohibition against Short Term Rental for their existing rental properties, and for future rental properties which may thereafter be built on specified vacant lots. Such exemption is only provided to the parties of the settlement agreement. Future owners of these properties are generally subject to the above stated prohibition.

G. Effective January 1, 2025, and each year thereafter, a *Special Road Assessment* of $425.00 per year, $200.00 due and payable on or before March 1 of each year and $225.00 due and payable before September 1, shall be charged to each Normal Lot Assessment. Where an additional one-third or two-thirds assessment is payable under Section 4 hereof, then there shall be an additional annual, Special Road Assessment of $141.66 or $283.32 respectively, as to each such one-third or two-thirds additional assessment.

H. Effective May 6, 2007 a one-time *Special Dam Assessment* of $148.75, was due and payable on or before August 1, 2007, and was charged to each Normal Lot assessment. Where an additional one-third or two-thirds assessment was payable, then there was an additional Special Dam Repair Assessment of $49.58 or $99.16, respectively, as to each such one-third or two-thirds additional assessment. Said Special Dam Repair Assessment was, and shall be used exclusively for repair of dams.

I. A *New Member Initiation Fee* equal to the sum of two year's Normal Lot Assessments plus any special assessments in effect at that time, pursuant to conditions 1 & 2 below, shall be assessed for each lot or property transfer to a "New Member" as hereinafter defined, from and after December 31, 2005, payable at the time of the Club's approval of the transfer document, which fee shall constitute a lien against the lot or property thus transferred and which fee also is enforceable as a personal obligation of the new property owners as an additional Club assessment. Said fee shall be determined as follows:

1. The term "New Member" shall refer to a person or organization named as a grantee in the transfer document, who is not a current club member at that time, but shall not

include persons or organizations who have been members within the previous twenty-four (24) months and terminated their membership in good standing; provided that a spouse of a current member shall not be a New Member herein.

If an entity takes ownership to a lot, and one or more beneficial owners of such entity are not, at that time, members of the Club, then such entity shall be deemed to be a New Member. A reallocation of ownership interests among existing owners of a lot shall not create a New Member. In all other instances, the Board of Trustees shall have the authority to interpret the meaning of the term, "New Member" in such a manner as to reach a fair, equitable and consistent result.

2. The *New Member Initiation Fee* shall be a transaction charge due and payable at the time the deed of conveyance is presented to the Club management for endorsement that the transferee has been accepted as a Club member. Only a single New Member Initiation Fee shall be payable per transaction, regardless of the number of persons listed as grantees or the number of parcels transferred. Subject to the provisions of subparagraph 1 immediately hereinabove, the New Member Initiation Fee is due and payable on every transaction wherein the grantee is not already a member, including, but not limited to, sales, gifts, devises, inheritances and exchanges.

3. New Member Initiation Fee funds are to be disbursed as follows: forty percent (40%) will go into an Amenity Improvement Fund account up to $75,000, ten percent (10%) to the Road Assessment Fund, and the remainder will go into the General Fund Account. The Amenity Improvement Fund may only be drawn upon after all monies have been fully accounted for and collected from the prior year. The Long Range Planning Committee shall consult with committee chairpersons each year to determine and prioritize how the monies in the Amenity Improvement Fund should be distributed, and shall recommend such prioritization of amenity improvements to the Board of Trustees for approval and distribution of said funds.

J. When a sale of a lot is made by means of a land contract, and notwithstanding the fact that Club membership is retained by the land contract vendor, a New Member Initiation Fee shall be charged if the land contract vendee otherwise falls within the definition of a "new member" as set forth in Subparagraph I.1 above. The Club membership will remain with the land contract vendor. All statements and notices shall be sent to the land contract vendor with a copy to be sent to the land contract vendee. Should the land contract vendor not remain current in assessment payments, or any other sums due to the Club, the Club will hold the land contract vendor and the land contract vendee jointly and severally liable for any sums due, and may exercise its rights of collection and of lien against the property and against the land contract vendor and vendee, jointly and severally, to collect any sums due.

   Further, when a sale of a lot is made by means of a land contract, and notwithstanding the fact that the land contract vendor retains the membership to the Club, the land contract vendee shall have the right to use the facilities of the Club, and the land contract vendor shall no longer have the right to use such facilities.

K. The Membership of Hide-A-Way Hills Club, Inc. authorizes the Board of Trustees to levy a one-time Special Assessment of $200 for the construction of a sediment abatement trap at the North Park area on the Durbin Run inlet to the Lake of the Four Seasons.

This assessment is contingent upon mutual agreement between the Club and the member owner of Lots 2076 and 2077 for an easement to allow the construction of the trap pond on those lots and adjoining Club property in the North Park area.

The Special Assessment can be paid over a period of the next year, from August 2013 to July 2014.

L. As surplus funds remain after completion of construction of the sediment trap as authorized in paragraph K. of Article II, Section 4 – Dues & Assessments, the Membership of Hide-A-Way Hills Club, Inc. authorizes use of these remaining funds for other projects to improve or maintain the conditions of the Lake Of The Four Seasons, such as dredging, dam repair, or other projects as deemed appropriate by the Board and Management Committee.

M. The Membership of Hide-A-Way Hills Club, Inc. authorizes a one-time Special Assessment of not more than $3,950 (Three thousand nine hundred and fifty dollars) applied equally to each member account for costs associated with the repair of the Lake of the Four Seasons dam and related improvements.

This Special Assessment is contingent upon (i), the execution of a construction contract(s) with a construction firm(s) selected via competitive bid satisfactory to the Board of Trustees, to complete the dam repair and related improvements for a total cost not to exceed $2,812,199 (Two million eight hundred and twelve thousand one hundred and ninety nine dollars), and, (ii) execution of financing upon terms and conditions satisfactory to the Board of Trustees.

The Membership of Hide-A-Way Hills Club, Inc. further stipulates that this Special Assessment may be paid in a lump sum by cash or check by May 2, 2016; or, at the option of each member, over an extended period of up to five years in up to 60 equal monthly payments, provided the additional incremental cost of financing, at an interest rate not to exceed 5% per annum, is added to the above Special Assessment amount; and that if a credit or debit card is used for payment of this Special Assessment, an additional fee of 2.5% will be added for each such payment.

Notwithstanding anything to the contrary in Article II, Section 4.I of the Code of Regulations, which requires a special assessment to be included in the computation of the New Member Initiation Fee, this special assessment shall be excluded for such computation, and Article II, Section 4.I is hereby amended accordingly.

In administering this special assessment, the Board shall permit the assumption by a purchaser of the unpaid balance of this assessment pursuant to a payment plan in existence at the time of such purchase.

All sums paid pursuant to this Special Assessment shall be placed in a segregated account.

N. The dues of members shall be the assessments imposed pursuant to this Code of Regulations, as amended from time to time, and paragraph 8 of the Deed Restrictions for Hide-A-Way Hills as to said lots and parcels. All assessments, special assessments, individual special assessments, fines and any other fees due to the Club pursuant to this Code of Regulations are payable by cash or check. Credit cards,

specifically Visa, Master Card and Discover, can be used provided each such payment shall include the additional Credit Card 2.5% Processing Fee to be adjusted based on future actual charges to the Club by a bank and/or credit card processor.

Article III – Effect of Non-Payment

Section 1 ***Late Fee.*** Effective January 1, 2008, any indebtedness of members to the Club that is more than sixty (60) days in arrears will be subject to special recovery procedures, as established from time to time by the Board of Trustees, and shall be assessed a Twenty Dollar ($20.00) late fee, per month, until the account is current through the most recent billing statement. Such late fee shall be a personal obligation of the delinquent member or members and shall be subject to collection by the Club in the same manner as any other indebtedness to the Club.

Section 2…Remedies of the Club; Certificate for Lien.

A. If any installment of any assessment is not paid within sixty (60) days after the same has become due, the entire unpaid balance of such assessment shall then automatically be accelerated and shall immediately become due and payable in full, together with the cost of collection thereof, attorneys' fees, and interest on the entire unpaid balance of such assessment at the highest interest rate permitted by law.

B. At any time after any indebtedness of members to the Club, or a Special Individual Assessment (as referred to in Article IX, Section 2), or any other assessment or installment thereof or other amount due, levied pursuant hereto, remains unpaid for sixty (60) days after the same has become due and payable, a Certificate of Lien for the entire unpaid balance of such indebtedness, Special Individual Assessment, or other assessment, or installment thereof, or other amount due, together with the cost of collection thereof, attorneys' fees, and interest on the entire unpaid balance of such assessment at the rate set forth hereinabove may be filed with the Recorder of Fairfield or Hocking County, Ohio, as the case may be, pursuant to authorization given by the Board of Trustees. Such Certificate shall contain a description of the Lot against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the indebtedness, Special Individual Assessment, or other assessment, or installment thereof, or other amount due, and shall be signed by the President or other officers designated for such purpose by the Board of Trustees.

C. The lien provided for herein shall remain valid for a period of five (5) years from the date of the filing of the aforementioned Certificate of Lien, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien as hereinafter provided.

D. Except as to first mortgages as provided hereinafter, the lien referred to herein and the rights of the Club as provided herein shall not in any way be affected, abridged or impaired by the conveyance of the Lot to which such lien applies, but such rights shall continue as against the parties to whom such Lot is conveyed as provided hereinabove.

E. The Club, as authorized by the Board of Trustees, may bring an action at law against the member or members obligated to pay any amount due referred to herein, or an action to foreclose the lien referred to hereinabove, or both. The Club shall be entitled to become

a purchaser at the foreclosure. In any such action, interest and costs of such action shall be added to the amount due, to the extent permitted by the laws of the State of Ohio.

F. No member of the Club may waive or otherwise escape liability for the indebtedness, Special Individual Assessment, or other assessments provided herein by non-use of the Common Facilities, or by abandonment of such member's Lot.

G. Any member who believes that indebtedness, a Special Individual Assessment, or other assessment chargeable to such member's Lot, for which a Certificate of Lien has been filed by the Club, and has been improperly charged against that Lot may bring an action in the Court of Common Pleas of Fairfield or Hocking County, Ohio, as the case may be, for the discharge of such lien. In any such action, if it is finally determined that all or a portion of such indebtedness, Special Individual Assessment, or other assessment has been improperly charged to such Lot, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of such lien.

H. In addition to the foregoing remedies available to the Club, and not by way of limitation, the Club, as authorized by the Board of Trustees, may bring an action at law or in equity against any member or members for the purpose of (i) collecting any monetary sums due to the Association; or (ii) to recover the cost of performing obligations of a member pursuant to (or reasonably attributable to a violation of, or expense of, the Club incurred in connection with a violation of) the provisions of the deed restrictions, the Code, any rules or regulations (but especially, without limiting the generality of the foregoing, for the reason of recovering (a) the cost of enforcement against a lot owner, the occupant thereof, or the respective licensees and invitees thereof, of any violation of the terms of the deed restrictions, the Code or such rules and regulations as may, from time to time, be adopted by the Board of Trustees; or (b) to recover costs incurred by the Club in the event the owner of a lot or the occupant thereof fails to maintain such lot in a manner which, in the discretion of the Board of Trustees, constitutes a nuisance or threatens the welfare of other lot owners or occupants; or, (c) to collect any fines or penalties levied by the Board of Trustees (after reasonable notice and a hearing), upon a lot owner for any of the occurrences referred to herein, which fines and penalties the Board of Trustees is specifically authorized hereby to so levy.) In the event the Club prevails in any such action, at law or in equity, the Club shall be entitled to recover attorneys' fees and expenses incurred by the Club in connection with such action. Any such sums may be secured by a Certificate of Lien in the manner set forth in this Section 2.

Article IV – Meetings of Members

Section 1…Annual Meetings. The regular Annual Meeting of the members of the Club shall be held at the Hide-A-Way Hills Lodge or such other place in Fairfield or Hocking Counties as is determined by the Board of Trustees, on the third Sunday in August of each year, at the hour and place designated in the notice thereof.

Section 2…Special Meetings. Special meetings of the members may be held at any time upon call of the President, or a majority of the Board of Trustees.

Section 3…Notice of Meetings. Members appearing as such on the books of the Club Secretary shall be notified of all membership meetings by an electronic mail announcement and posted notice in HAH post offices, Clubhouse, and Lodge at least sixty (60) days prior to the date of such

meeting, and in all cases of special meetings, the notice shall state briefly the object thereof. No other business shall be conducted at special meeting except that specified in the notice thereof.

Section 4…Quorum. The voting members present either in person or by absentee or electronic ballot, and in good standing, shall constitute a quorum for the transaction of business at any Annual or Special meeting of the Club members.

Section 5…Order of Business. Unless otherwise ordered by a majority vote of the voting members in good standing who are present, the order of all business at all regular and, to the extent applicable, at special meetings of the members of the Club, shall be as follows:

1. Roll Call
2. Reading of Minutes
3. Reports and statements of officers and committees
4. Unfinished business
5. Election of Trustees
6. New or miscellaneous business.

All membership, Trustee, and committee meetings shall be conducted in a manner consistent with this Code of Regulations, and, if not inconsistent hereto, according to Robert's Rules of Order.

Section 6…Voting Eligibility. Voting members must be current on assessments, and otherwise in good standing as provided in Article II, Section 2. Current assessments means assessments having been paid through the month prior to the meeting.

Section 7…Absentee Voting. Members may vote by absentee ballot. To be eligible to vote by absentee ballot, members must submit a written request to the Hide-A-Way Hills Club office, which request must be received or postmarked no earlier than forty- five (45) days prior to the meeting, and no later than twenty-five (25) days prior to the meeting.

Absentee ballots will be mailed to eligible members by ordinary mail, at least fifteen (15) days prior to the meeting. Members who have been sent absentee ballots will be deemed to have voted by this method and will not be allowed to vote electronically nor to personally vote at the meeting.

Absentee ballots must be received by the Hide-A-Way Hills Club Office prior to the end of business two days before the membership meeting.

Section 8…Electronic Voting. Members may vote by electronic ballot. In order to vote electronically, members must be able to access the internet with a computer or mobile device. Specific instructions and any necessary access codes will be provided to eligible members for each membership meeting.

Electronic voting will not be available to members who have requested an absentee ballot. Members who have voted electronically will not be eligible to personally vote at that membership meeting.

Electronic voting will be available starting seven days, and ending two days, prior to the membership meeting.

Section 9…Implementation. The Board of Trustees is authorized to adopt reasonable rules and regulations consistent with the provisions of Sections 7 and 8, which rules and regulations shall not be contrary to, or inconsistent with, this Code, in order to facilitate the implementation of these provisions.

Section 10…Voting Power. Except as otherwise specifically provided in this Code of Regulations, an issue or motion is considered adopted at an annual or special meeting by a vote of more than fifty percent (50%) of those voting members in good standing who are voting in person, by electronic ballot, or by absentee ballot.

Article V – Board of Trustees

Section 1…Election of Board of Trustees. The election of Trustees shall be held at the Annual Meeting of the members or at a Special Meeting called for that purpose. The election shall be by ballot and the member receiving a plurality shall be elected. All candidates must be Club members in good standing as set forth in Article 2, Section 2. Nominations shall be in accordance with Article VII, Section 3 of this Code of Regulations.

All Club members standing for election or re-election to the Board of Trustees for both the regular three-year terms and unexpired term(s) shall be on the same ballot. The persons receiving the highest number of votes shall be deemed elected to the regular three-year terms. The person receiving the next highest number of votes shall be deemed to be elected to the unexpired term. If there is more than one unexpired term to be filled, then the position(s) shall be filled by the person(s) receiving the next highest number of votes in descending order.

Section 2…Number and Tenure of Trustees. The number of trustees shall consist of nine elected members, all of whom shall be members of the Club. The terms of the Trustees shall be staggered so that three (3) Trustees are elected each year. Members shall be elected for three-year terms, and shall hold office until their successors are elected and qualified. In addition to the elected trustees, the immediate past president of the Board shall be an ex-officio member. Board members shall not serve more than two full consecutive terms. Notwithstanding the foregoing, if at any time there are fewer than nine (9) Trustees, but at least three (3) Trustees, duly elected or appointed, the actions of such Trustees shall be deemed to be valid acts on behalf of the Board and of the Club, for all lawful purposes.

For purposes of determining the definition of the term “two full consecutive terms” as used herein, and particularly as used in the grammatical paragraph immediately hereinabove, an unexpired term of more than 18 calendar months shall be deemed to be a full term, and an unexpired term of less than 18 calendar months shall not be deemed to be a full term. A member elected to an unexpired term of more than 18 months may only serve 1 additional consecutive term; a member elected to an unexpired term of less than 18 months may serve 2 additional consecutive terms.

Section 3…Vacancies. A vacant seat on the Board of Trustees may be filled by a qualified member receiving the majority vote of the remaining Trustees, and said appointment shall continue until the next annual election. At the Annual Meeting, the vacancy shall be filled by a vote of the members of the Club and the elected Board member shall serve out the remainder of the unexpired term.

A seat on the Board of Trustees shall be declared vacant upon the occurrence of any of the following events by a member of the Board: (1) being absent without excuse for three consecutive regular Board meetings; (2) loss of membership in the Club; (3) not being current on

assessments or otherwise not in good standing; and (4) for reasonable cause, including, but being not limited to misfeasance or malfeasance, upon the concurrence of at least a majority of all remaining members of the Board of Trustees, other than the Trustee whose removal is under discussion; and, (5) being charged with or having been convicted of a felony.

Section 4…Removal. Any member of the Board of Trustees can be removed as a Trustee by a majority vote cast by the membership present in person or by absentee or electronic ballot at an annual or special meeting, if the issue is on the agenda as a result of a petition signed by members casting at least ten percent (10%) of the number of votes cast at the last preceding Annual Membership meeting, either in person or by absentee or by electronic ballot, and who were in good standing at such time.

Section 5…Powers of the Board of Trustees. The Board of Trustees shall have the control of all the business, funds, and property of the Club. Subject to the loan limitations below, it may acquire and dispose of real and personal property. It may adopt rules, regulations, and decisions not inconsistent with this Code of Regulations, promulgate and enforce rules governing the use of the property and privileges of the Club by the members, their children, guests, lessees, licensees and invitees; fill vacancies in its own membership as established by Section 3 above; appoint standing and/or special committees of the Club, and at will change their personnel. Any officer of the Club may be removed by the affirmative vote of two-thirds of the members of the Board of Trustees at a meeting thereof.

The Board of Trustees shall also determine Individual Assessments to be collected as fines from individual members for violation of Club Rules, this Code of Regulations, and the Deed Restrictions, all as amended from time to time, in accordance with Article IX, Section 2 of this Code of Regulations.

Activity Committee Funds. Funds raised by the Activity Committees referred to in Article VII, Section 1, will be controlled by the Board and its Treasurer and may not be spent or used by the committees without Board authorization.

The Board shall not approve of any loan or other indebtedness (i) in excess of $25,000.00 which would result in a lien upon the personal property of the Club; or, (ii) on any real property owned by the Club or by any entity beneficially owned or controlled by the Club. Any such indebtedness has to be approved by a majority of the members present in person or by absentee or electronic ballot, and in good standing, and voting at a meeting of the membership.

Section 6…Duties of Trustees. It shall be the duty of the Trustees either directly or through a management committee and a general manager, to maintain and operate Hide-A-Way Hills facilities and to use the monies collected for that purpose.

In the performance of its duties and in the exercise of its rights, neither the Board of Trustees nor any committee appointed by it shall do anything that would be inconsistent with the terms and conditions agreed to by the Club and set forth in the Articles of the Agreement between Hide-A-Way Hills, Inc. and Hide-A-Way Hills Club dated the 21st day of February, 1973.

Section 7…Trustee Meetings.

A. The Board of Trustees shall hold a regular meeting at least quarterly at such place as the President, or in his absence or disability, the Vice President, may determine. Special meetings of the Board of Trustees may be called by the President upon 24 hours prior

notice, and must be called by him upon written request of any three trustees, provided that the notice requirement of a special meeting shall not be applicable to an emergency meeting as referred to in Section 7B, below.

All membership, trustee, and committee meetings shall be conducted according to Robert's Rules of Order, except in cases in which Robert's Rules conflict with the provisions of this Code of Regulations.

B. The Board of Trustees shall be required to take official action and to conduct all deliberations upon official business only in meetings open to all members, with the following exceptions:

1. To consider the appointment, employment, dismissal, discipline, promotion, demotion, compensation or other matter relevant to employees.

2. To consider the purchase or sale of property,

3. Conferences with an attorney for the Club concerning matters that are subject of pending, threatened or imminent court action, or any other legal matter that might be subject to the attorney-client privilege.

4. Specialized details of security arrangements where disclosure of matters discussed might reveal information that could be detrimental to the interest of the Club.

5. Conferences with members regarding discipline as outlined in Article IX.

6. Subject to the exception set forth in Subparagraph 7 below, a resolution, rule or formal action of any kind is invalid unless adopted in an open meeting of the Board of Trustees.

7. In the event of an emergency threat to the health, safety or welfare of the community when, in the opinion of a majority of the Board of Trustees, it would not be practical to notify the community of a meeting of the Board. Notwithstanding the foregoing, the Board shall make a reasonable attempt under the circumstances to so notify the community of such meeting. In order to more fully effectuate this provision, and in lieu of a meeting of the Board, reasonable evidence of approval of a majority of the Board members shall be of legal effect.

8. A resolution, rule or formal action of any kind is invalid unless adopted in an open meeting of the Board. A resolution, rule or formal action adopted in an executive session of the Board not open to the membership is invalid unless deliberations were for a purpose specifically authorized in subparagraphs 1 through 7, inclusive, immediately hereinabove.

C. A duly convened meeting of the Board may be held by any method of communication, including but being not limited to electronic or telephonic communication, provided that each member of the Board can participate and respond to every other member of the Board. If telephonic communication is utilized, then each member of the Board must be able to hear, participate and respond to every other member of the Board. More than one form of communication may be utilized at a Board meeting, provided the foregoing requirements are met.

Section 8…Quorum. A majority of Trustees shall constitute a quorum for the transaction of any business at any meeting of the Board.

Article VI – Officers of the Board of Trustees

Section 1...Election of Officers. Trustees shall take office immediately following the annual election. Trustees so elected shall meet and organize by electing from their membership a president, vice president, secretary, and treasurer, who shall be elected for one year and shall serve until their successors are elected and qualified. The offices of secretary and treasurer may be held by the same person.

Section 2…Duties of Officers.

President:

The president shall preside at all meetings of the members and Trustees, sign all certificates of membership, and perform generally all duties usually incident to such office, and such other and further duties as may be from time to time required of him by the members or Trustees. A Board member shall be eligible to serve as president after one year on the Board of Trustees, and a past Board member who previously served at least one (1) year on the Board shall also be so eligible.

Vice President:

The Vice President shall perform all duties of the president in case of the latter's absence or disability. In case both the president and vice president are absent or unable to perform their duties, the Trustees, or an acting President, may appoint a Vice President pro tempore.

Secretary:

The secretary shall keep an accurate record of all transactions of the meetings of the members and Trustees. He/she shall give all notices required by law and all notices provided by the Code of Regulations of the Club. He/she shall keep a proper secretary's book, and shall properly record therein all minutes of members and Trustee's meetings, and such other matters as shall be proper and necessary. He/she shall generally perform such duties as may be required of him/her by the members or Trustees. At the expiration of his/her term of office he/she shall deliver all books, papers and property of the Club in his/her hands to the President or to the successor thereof.

Treasurer:

The treasurer shall receive and safely keep all activity fund monies belonging to the Club, and same shall be disbursed under the direction of and to the satisfaction of the Board of Trustees. Proper vouchers shall be taken for all such disbursements. It shall be his/her duty to keep an accurate account of the finances of the Club on the books of the Club prepared and furnished for that purpose, and all books shall be open for inspection and examination by the Board of Trustees or any committee of the members appointed for that purpose. He/she shall render an account of the standing of the Club at the Annual meeting of the members, and at other such times as the Board of Trustees may require. He/she shall perform all such other and further duties as may be required of him/her by the President or the Board of Trustees. At the expiration of his term of office, he shall deliver all monies, property and rights of the Club in his/her hands, to his/her successor in office or to the President.

Article VII – Committees

Section 1…Standing Committees. There shall be three (3) standing committees as follows:

1. Management
2. Nominating
3. Architectural Control

Unless otherwise provided for hereafter, said committees shall be appointed annually by the President, subject to the approval of the Board of Trustees. In addition to the above and foregoing committees, the President, with the consent and approval of the Board of Trustees, may from time to time, create and appoint other and further committees, including, but being not limited to committees, the purpose of which is a specific activity (an "Activity Committee") such as a Lake Committee, Golf Committee or a Social Committee, and prescribe their duties.

Section 2…Management Committee. The five member Management Committee, appointed by the Board, will guide and control the operations, maintenance and improvement of the Club's properties, for the benefit of the members, using Club funds as approved by the Board.

Number and Tenure. The Management Committee will consist of five (5) Club members. It would be preferable if two (2) such members are past members of the Board, and reasonable attempts shall be made to obtain such members. Notwithstanding the foregoing, if at any time there are fewer than five (5) members, but at least three (3) members on the Management Committee, or if there are either one (1) or no members who are past members of the Board, the actions of such members shall be deemed to be valid acts on behalf of the Management Committee. All members of the committee will be appointed by the Board majority, and will serve a three (3) year term, but at the pleasure of the Board. No member can serve on the Management Committee and the Board of Trustees concurrently. Committee members may be removed from the Committee by majority action of the Board at any time. The Board of Trustees must review the performance, in December, of three (3) of the Management Committee positions in even numbered years, and the other two (2) Management Committee positions in odd numbered years. An affirmative vote of the Board of Trustees shall be required for the Management Committee position to remain filled by its present member. No member will serve more than two three-year terms in succession.

Officers & Duties. The Board will appoint a Chairman and Vice Chairman for the membership of the Management Committee. The Chairman will chair all meetings of the committee and will be the single direct line of authority and communication with the General Manager. In the absence of the Chairman, the Vice Chairman will have his authority.

Responsibilities. The Management Committee will supervise and audit the administration of invoicing of members for their assessments and other charges. Aging of accounts will be monitored and collection follow-up action taken.

Monies collected will be deposited in the name of the Club and proper accounting entries made. The Management Committee will be responsible for operating within the guidelines of their budget approved by the Board of Trustees. Any expenditure (operational, capital, or depreciation) exceeding $15,000 must be approved in advance by the Board of Trustees. The Management Committee is also subject to the provisions set forth in Article V, Section 5 of the Code of Regulations and may not borrow funds nor financially obligate the Club without approval in writing from the Board of Trustees. The annual budget must be balanced, and there shall be no deficit spending on an annual calendar year basis.

The Management Committee will be responsible for developing budgets, which, based on priorities furnished by the Board, will allow the operation, maintenance, and improvement of the Club's properties for the maximum benefit of the membership, within the income limits of anticipated revenue, and which budget may include such amounts if any, as may reasonably be determined by the Committee to be available for reserves for the replacement and repair of major capital items. Annual budgets must be formally approved by the Board of Trustees.

The Management Committee will be responsible for staffing the operating organization with qualified personnel. As employers, the Management Committee will endeavor to provide competitive wages and benefits to employees in order to attract and retain the quality employees necessary to provide a successful operation.

The Management Committee will be available for consultation with, and assistance to the Activity Committees appointed by the Board.

Delegation of Responsibilities. A General Manager will be hired by the Management Committee and he/she will be delegated part of the Management Committee's authority and responsibilities, at the discretion of the Management Committee. The Management Committee will oversee the auditing of the financial records of the Operating Funds accounts from time to time. The extent and type of such audit shall be determined by the Board of Trustees.

Operating Funds. All assessment receipts, profits from Lodge operations, revenues from sales of Club assets and other Club revenues not specifically resulting from Activity Committee functions will be considered Operating Funds. All Operating Funds will be available for use by Management Committee for operations, maintenance and improvement of the Hide-A-Way Hills Club common properties and general membership activities within the limits of a budget approved by the Board of Trustees.

Section 3…Nominating Committee.

Composition and Timing. At the January regular meeting of the Board, the President shall appoint from the members (two of whom shall not be the members of the Board) a committee of five persons, with the President as Chairman, to nominate members for the Board of Trustees for the ensuing election.

Responsibilities. Such committee shall nominate persons from eligible Board members, various committees and the membership at large. All nominees must be in good standing. The nominations so made shall be posted in a notice on the bulletin board of the Lodge at least ninety (90) days before the election. Such notice to be signed by a duly authorized representative of the Nominating Committee. Additional nominations may be made by petition with a minimum of fifteen members signatures, but no person shall be eligible for election whose name has not been posted at least eighty (80) days before the election, together with the names of the proposing members, and the Board of Trustees shall be immediately notified as to such nominations.

Section 4…Architectural Control.

Composition. The Architectural Control Committee shall be comprised of at least three, but not more than five, members appointed by the Board of Trustees. The chairman shall be appointed annually by the Board.

Responsibilities. This Committee shall administer the Club Building Code for all construction, make recommendations to the Board for changes to the Building Code, settle disputes pertaining to the Building Code and approve or disapprove all plans, as the case may be, for the benefit of the members, and for the orderly development of Hide-A-Way Hills.

Delegation of Responsibilities. The committee may delegate various responsibilities to the General Manager, except that of settling disputes. Committee members may be removed by a majority vote of the Board of Trustees.

Section 5…Other Committees. The other committees shall be subject to the direction and control of the Board of Trustees who shall from time to time prescribe their duties.

Section 6 Electronic Communication for Committee Meetings. The Board, in its discretion, may authorize any committee to use in its meetings, any method of communication permitted to be used by the Board as provided in Article V, Section 7C hereof.

Article VIII – Indemnification

The Club shall indemnify any person who is serving or has served as a trustee, officer, employee, committee member, volunteer or agent of the Club, or who is serving or has served at the request of the Club as a Trustee, officer or employee of another corporation, against expenses, judgments, decrees, fines, penalties, or amounts paid in settlement, in connection with the defense of any pending or threatened action, suit or proceeding, criminal or civil, to which such person is or may be a party by reason of being or having been such trustee, officer, employee, committee member, volunteer or agent of the Club; provided such person:

1. was not and has not been adjudicated to have been negligent or guilty of misconduct in the performance of his/her duty to the Club of which he/she is a trustee, officer or employee, committee member, volunteer or agent;

2. acted in good faith in what he/she reasonably believed to be the best interest of the Club; and,

3. in any matter involving a criminal action, suit or proceeding had no reasonable cause to believe that his/her conduct was unlawful.

The determination as to Subparagraphs (2) and (3) and, in the absence of an adjudication as to Subparagraph (1) by a court of competent jurisdiction, the determination as to Subparagraph (1) shall be made by Trustees who are not parties to or threatened with any such action, suit, or proceeding. Any Trustee who is a party to or threatened with any such action, suit, or proceeding shall not be qualified to vote, and if for this reason a quorum cannot be obtained to vote on such indemnification, these determinations shall be by the members, or, if the persons seeking indemnification disagree as to any such determination, by the court in which such action, suit or proceedings was brought.

Article IX – Discipline

Section 1…Procedure. If the conduct of any member, or a licensee, invitee, tenant or guest of such Member, violates the Deed Restrictions, Code of Regulations, or the Club Rules or commits an act prejudicial to the Club's interests, the Board of Trustees may by affirmative vote of two-thirds of the Board, immediately suspend and prevent such member, person or entity

from participation in any Club activity, restrict the member from any or all Club properties except the Club office, post office, and dumpsters, up to egress and ingress only, levy special assessments in accordance with Section 2 of this Article, and/or deny entry to any or all, but not limited to licensees, invitees, tenants or guests involved in such violation. Before taking such action, a written copy of the charges must be served upon the member and an opportunity given to schedule a hearing before the Board of Trustees as soon as is reasonably practicable, but in any event, within 40 days of the date of the charges being served. Service of the charges shall be accomplished by any one of the following methods: (i) by handing a copy to the Member; or, (ii) by leaving a copy at the residence of the Member; or, (iii) by mailing a copy to the Member at the mailing address as shown on the Club records by regular United States mail; or, (iv) by mailing a copy to the Member at the mailing address as shown on the Club records by certified mail, return receipt requested. Hearings shall be held in closed session unless an open session is requested by the member(s). Members will be responsible for the actions of their family members, licensees, invitees, tenants or guests.

Section 2…Special Individual Assessments.

a. Violations of the rules and regulations, Deed Restrictions or Code of Regulations of Hide-A-Way Hills Club may result in levying, as a Special Individual Assessment, the cost of enforcement against the owner of a lot for any violation of the terms of the rules and regulations, Deed Restrictions or Code of Regulations of Hide-A-Way Hills Club committed by such owner, family member thereof, or other licensee, invitee, tenant or guest thereof. Such Special Individual Assessments may include the schedule of fines established by the Board of Trustees. Such Special Individual Assessments levied against the owner, together with any attorney fees or other costs incurred by the Club, shall be a continuing lien against each lot that is charged with this assessment.

b. Prior to any Special Individual Assessment being enforced by the Club against any member, that member shall have the right to a hearing before the Board or duly appointed committee and a right to cross-examine any witness against that member at that hearing. Such rights must be exercised, in writing, within 10 calendar days of the Special Individual Assessment notification, or the right is forfeited. Hearings shall be held in closed session unless an open session is requested by the member(s).

Article X – Repeals and Amendments

This Code of Regulations may be amended or repealed by two-thirds of the votes cast in person or by absentee or by electronic ballot by Members in good standing, at any duly convened regular meeting of the membership or at a duly convened special meeting of the membership, called for that purpose, provided that any proposed amendment shall have been presented to the Board of Trustees at a regular or special meeting of the Board at least ninety (90) days before such regular or special membership meeting. Amendments not approved by the Board of Trustees may be presented at such membership meeting to be placed on the ballot for approval or rejection at the next regular membership meeting or special meeting called for that purpose.

Article XI – Non-discrimination

It shall be the policy of this Club there shall be no discrimination in employment, membership, volunteer participation, governance, activity participation, guest privileges or in any ancillary matter relative to the preceding based on race, religion, national origin, veteran status, disability, sex, including sexual orientation, or age.