

THE MCLEMORE CLUB
BYLAWS

Effective Date:

1/1/2023

THE MCLEMORE CLUB

BYLAWS

**- ARTICLE I -
NAME, PURPOSE AND PROPERTY**

Section 1.01 Name

The name of the golf club for the golf course located in the residential community known as The Residences at McLemore (the “Community”) shall be “The McLemore Club” (the “Club”).

Section 1.02 Purpose

The Club’s purposes are to (i) provide its members and their Guests with high quality social and recreational amenities and activities, (ii) provide Community property owners a greater “sense of community” and increased enjoyment in living at the Community, (iii) make the Club and its facilities available for golf tournaments, golf events, weddings, outings, receptions, private parties and similar events and activities and (iv) provide access to the Club and its facilities to members of the public or individuals that are temporarily lodging in or around the Community. Nothing in these Bylaws shall restrict Club Owner from making any or all of the Club or its facilities, including but not limited to the golf course, available to the public.

Section 1.03 Bylaws; Club Rules

These Bylaws replace and supersede any and all existing Member Bylaws and Membership Plans for the golf course located in the Community, including but not limited to The Canyon Ridge Club Amended and Restated Member Bylaws having a revision date of September 22, 2009 and The Canyon Ridge Club Membership Plan dated as of June 2009. These Bylaws, together with any Club Rules (defined herein) established from time to time, govern the operation of the Club and its facilities and the rights duties and obligations of the Club Members with respect to each other and the Club.

Section 1.04 The McLemore Club Property

The property on which The McLemore Club operates (the “Golf Course Property”) is private property leased by McLemore Club, LLC, a Georgia limited liability company (“Club Owner”), from McLemore Holdings, LLC, a Georgia limited liability company (“Golf Course Property Owner”). The Golf Course Property is intended to be the same property as the “Golf Course” described in that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions recorded at Deed Book 1953, Page 701, Walker County, Georgia Land Records (as amended, modified, and assigned from time to time, the “Declaration”).

The Golf Course Property consist of an 18-hole golf course (the “Golf Course). The Golf Course Property may in the future be expanded to include practice facilities, clubhouse, restaurant, tennis courts and such other social and recreational amenities (collectively, the “Club Facilities”), as

determined by Club Owner and Golf Course Property Owner; provided, however, that Club Owner cannot provide any assurances that any particular Club Facilities will be made available on the Golf Course Property.

Section 1.05 Nature of Club Membership

A “Club Member” means a person or entity that has paid the applicable Initiation Fee (defined herein), has applied for and been approved by Club Owner to join a specific Club membership category (or has otherwise become the holder of a Full Resident Membership (a “Full Resident Member”) as set forth herein), and has thus been given rights to use the Club Facilities under these Bylaws.

A Club Member will be entitled only to the benefits from the Club membership held by such Club Member, as such benefits are described in Article II of these Bylaws. These benefits are at all times subject to the terms and conditions of these Bylaws and any rules and regulations of the Club, as from time to time adopted by Club Owner (the “Club Rules”). No Club Member, in its capacity as such, shall be the owner or holder of any equity, profits, or financial interest in Club Owner or Golf Course Property Owner or have property rights or interests in the Golf Course Property.

Pursuant to the terms of the Declaration, each Owner of a Lot (as defined in the Declaration) within the Community shall be a Full Resident Member of the Club for so long as such Owner holds title to such Lot within the Community; provided, however, that in the event an individual owns more than one Lot in the Community, then said individual shall be required to have only one Full Resident Membership. “Owner” as used herein means a person who (or whose Spouse) holds legal, recorded title to Residential Property within the Community. “Residential Property” means a condominium, attached or detached patio home, villa, townhouse, duplex or multiplex building, or single-family home site, used or restricted to use as a dwelling. “Spouse” means a person related to a Club Member by marriage, as defined by applicable law, or an unmarried person otherwise unrelated to such Club Member by blood or marriage, who is living with said Member in a domestic relationship.

Club Owner reserves the right, in its discretion, to restrict or to otherwise reserve in advance the Club Facilities for temporary maintenance, tournament or group play, outings, receptions and other special events from time to time.

Club Owner is not, under any circumstances, responsible for the property of the Club Members, visitors, Guests, or other persons present on the Club's property or any Club Facilities for any purpose whatsoever. Property of the Club shall not be loaned or removed from the Club's property, or be put to any other use than that for which it was intended. Club Members are responsible for all loss or damage to the Club's property caused by them, their family members or their Guests.

Section 1.04 Membership Fees

Each Club Member shall be required to pay an initiation fee (the “Initiation Fee”) specific to his or her Club membership category in connection with his or her admission to the Club, which

Initiation Fee shall be non-refundable and non-transferrable except as otherwise specifically set forth herein. In addition, each Club Member shall be required to pay the membership dues and fees applicable to his or her Club membership category, as described herein in Article II (the “Dues”), and Club Owner shall have the right to file a lien against the Lot of any Full Resident Member who fails to pay such fees, as further described herein in Article VI. A Club Member may not pledge or hypothecate a Club membership under any circumstances.

ALL MEMBERSHIPS ARE NON-PROPRIETARY, NON-EQUITY, NON-VOTING, NON-ASSIGNABLE, AND NON-TRANSFERRABLE EXCEPT TO THE EXTENT SPECIFICALLY REFERENCED HEREIN.

Club Owner, in its sole discretion, shall have the right to change the type and amount charged for any Club membership category, as well as to reduce, enlarge, or otherwise change the privileges and restrictions associated with each such Club membership category. Club Owner shall also establish the amounts of the respective Initiation Fees referenced herein, as well as the Dues that are applicable to each Club membership category. The amounts of such Initiation Fees and Dues are subject to change by Club Owner from time to time in its sole discretion. The amounts of the then-current Initiation Fees and Dues as set by Club Owner, as well as the then-current copy of these Bylaws, shall be made available to prospective Club Members for review at the business address of Club Owner set forth in Section 8.02 hereof, and a Schedule of Dues and Charges shall also be posted at the Club by Club Owner.

Section 1.05 Club Owner

Club Owner makes no representations and expresses no opinions regarding the federal, state or local income tax consequences of acquiring a Club membership or with respect to any Initiation Fees or Dues paid to Club Owner. All persons acquire their Club memberships subject to all applicable tax laws, as the same may be amended from time to time. Accordingly, Club Members should consult with their own tax advisors with respect to the tax consequences of any Dues paid.

Club Owner, for itself and on behalf of its successors and assigns, reserves the right to sell, merge, assign, convey, transfer or otherwise dispose of any or all of its right, title and interest in the Club Facilities to any other party or parties. Upon any such sale, merger, assignment, conveyance, transfer or other disposition of all right, title and interest in the Club Facilities, the transferring party shall be relieved of and released from any and all obligations hereunder, under these Bylaws and the Club Rules then in effect; provided, however, that the purchaser or the surviving company acquires such right, title and interest subject to the terms and conditions of these Bylaws and the Club Rules then in effect and assumes the obligations of the transferring party thereunder.

These Bylaws, together with the Club Rules and, to the extent applicable, the Declaration, contain the entire agreement and understanding with respect to the conditions, duties, and rights herein. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. The term “Bylaws” shall not be deemed to be corporate Bylaws of Club Owner.

**- ARTICLE II -
MEMBERSHIP**

Section 2.01 Membership Categories; General Privileges of Membership

The Club is offering (or may in the future offer) the following types of Club memberships (“Membership Categories”): (1) Full Resident Membership, (2) Full Non-Resident Membership, (3) Social Membership, (4) Discovery Memberships, (5) Corporate memberships, (6) and Intermediate Memberships. The Club will maintain and honor certain legacy Club memberships, but such legacy Club membership are not available for new Club Members.

The following rights, privileges, restrictions, and responsibilities shall be applicable to all Club Members admitted into one of the Membership Categories:

- *Golf and Tennis.* Each Club Member shall be entitled to use the golf and tennis facilities, and such use shall be on a priority basis by all Club Members, except that holders of Social Memberships and Discovery Memberships shall be able to use the golf facilities on an as-available or as posted by the Club basis. Club Members shall be permitted to reserve golf starting times up to fourteen (14) days in advance, or longer period if permitted by Club Owner. Club Owner reserves the right to establish and modify rules governing access and advance sign-up privileges with respect to the golf course.
- *Dining and Other Facilities.* Each Club Member shall be entitled to use the Club’s dining facilities and attend special Club Member dinners and social functions. In addition to those privileges, each Club Member shall be permitted to use all of the swimming and health facilities of the Club, if any, subject to compliance with any Club Rules. Guests (as defined herein) may use the dining facilities in accordance with rules and regulations set by the Club Owner.
- *Facilities and Activities Fees.* Holders of Full Resident and Non-Resident Club memberships shall not be charged greens fees or court fees for use of the golf and tennis facilities, but are required to pay golf cart fees in the amounts from time to time established by Club Owner. Holders of Social and Discovery Club memberships shall be required to pay greens fees and cart fees in the amounts from time to time established by Club Owner.
- *Family Privileges.* Only one individual will be considered the Club Member for each Club membership. In the case of a married couple, only one individual will be the Club Member as designated on the submitted Club membership application. However, all Club Members will have the option of extending or revoking the rights and privileges of their Membership Categories to members of their Immediate Family and their Spouse. “Immediate Family” means a Club Member's children up to age 25, together with their children’s Spouses and their grandchildren up to age 25. Immediate Family age 25 and older, to include parents, of full resident members will be eligible for a family rate for golf and have access to club practice facilities and amenities. There are no separate or additional Dues for family membership privileges. In the event a Spouse or a person who is Immediate Family causes damage to the Club Facilities or otherwise violates the Club Rules, then the applicable Club

Member shall be responsible for all such damage and loss. Club Owner reserves the right to deny entry to the Club Facilities to a Spouse or any person who is Immediate Family and who causes damage to the Club Facilities or otherwise violates the Club Rules. The failure of a Spouse or a person who is Immediate Family to abide by Club Owner's determination may, at Club Owner's discretion, result in the applicable Club Member's suspension or expulsion.

- *Guest Privileges.* "Guest" means all licensees and permitted users of the Club Facilities other than Club Members or their Immediate Family or Spouse. Except as specifically set forth herein or at the discretion of Club Owners, all Guests of Club Members must be accompanied by the Club Member or their Immediate Family or Spouse. The term "accompanied" for purpose of this Section means playing in the same foursome for golf or playing on the same tennis court for tennis, or at any recreational amenities area with either the Club Member or the Club Member's Immediate Family or Spouse, or both. There are no restrictions with respect to how many times a person may be an accompanied Guest of a Club Member. However, Club Owner reserves the right to impose such restrictions in the Club Rules if, in its sole judgment, Guest use is deemed to interfere with the play of Club Members or others with access rights to the Club Facilities. Club Members may bring not more than three accompanied Guests at any one time to the Club, except as otherwise specified or permitted in the Club Rules. Club Owner reserves the right to charge fees to Guests for access to some or all of the Club Facilities; the Guest fees payable shall be as posted by Club Owner and in the Schedule of Dues and Charges. At Club Owner's discretion, Club Owner may allow Guests, without being accompanied by a Club Member, to utilize Club Facilities for events such as weddings, business retreats, etc.
- *Tenant Privileges.* If an individual is living in the Community at a Residential Property that is approved for use as rental property in accordance with the Declaration or otherwise approved by Club Owner, then such person shall also be deemed a Guest permitted to use the Club Facilities, subject to the Club Rules and any Guest fees or other restrictions imposed from time to time by Club Owner, provided, however, that said tenant shall not be required to be accompanied by the Club Member from whom she rents. Such tenant's visiting Guests shall be included in the definition of "Guests", and must be accompanied by such tenant at the Club Facilities. Notwithstanding anything contained herein to the contrary, Club Owner reserves the right to implement a Club rental program and to prohibit any Guests who are not renting a Residential Property pursuant to such Club rental program from using Club Facilities.
- *Hotel Guest Privileges.* In addition, individuals who are staying in any hotel located on the Community shall be permitted to use the Club Facilities for the duration of their stay at such hotel, subject to the payment of applicable fees as may be set by Club Owner, if any, and subject further to any rules and restrictions as may be set from time to time by Club Owner with respect to such hotel Guests' access and use of the Club Facilities.
- *Charge Privileges.* All Club Members who are in Good Standing and their Immediate Family or Spouse shall enjoy full charge privileges at the Club Facilities. Club Members and their Immediate Family or Spouse may be required to display a valid member card

when requesting services or use of Club Facilities. In lieu of allowing Club Members to charge goods, services, and fees to their Club Member accounts, Club Owner, in its sole discretion, may elect to accept cash or to require Club Members to utilize a valid and Club authorized commercial bank or other third-party credit or debit card when charging such items. If Club Owner authorizes the use of third party credit cards for charging privileges, the Club Member shall be responsible for promptly notifying Club Owner of any changes in the credit cards, *e.g.*, card number or expiration date, or its authorization for use, and shall be responsible for any refusals to honor or unauthorized charges to the credit card. Club Owner reserves the right to suspend a Club Member's charge privileges if the Club Member demonstrates a history of tardiness in paying the Member's Club bills and the right to require nonrefundable deposits be paid by any Club Member for special events. Club Members are responsible for all charges to their account. Charges incurred by the Club Member's Immediate Family or Spouse shall be conclusively presumed as authorized by the Club Member unless the Club Member notifies Club Owner, in writing and in advance, that a particular Immediate Family member or their Spouse is not authorized to charge items to the Club Member's account.

- *Food Minimums.* There are no food and beverage or other use minimum charges or advance service charges. Service charges may be added to food and beverage purchases. However, Club Owner reserves the right, in its sole discretion, to charge Club Members food minimums or advance service charges.
- *Good Standing Requirement.* All of the rights and privileges described herein are granted only to Club Members in Good Standing. "Good Standing" means a Club Member who is not delinquent in paying their Dues and who has not been suspended or expelled pursuant to Sections 6.02 and 6.03.
- *No Voting Rights.* Club Members shall have no ownership or voting rights with respect to the Club or any of the Club Facilities.
- *Other Requirements, Rights or Privileges.* Requirements, rights or privileges which are unique to a given Membership Category shall be as specified in this Article II hereinbelow.

Section 2.02 Full Resident Memberships

Full Resident Memberships are only available to individuals who are Owners of a Lot in the Community. Such individuals are required to acquire Full Resident Memberships upon acquiring title to a Lot and are required to pay the Initiation Fees and Dues applicable to thereto; provided, however, that in the event an individual owns more than one Lot in the Community, then said individual shall be required to have only one Full Resident Membership. The Initiation Fee for a Resident Membership shall be paid by the Owner as part of the closing of the purchase of said Owner's Lot.

A holder of a Full Resident Membership shall be a singular, natural person at least 18 years of age. Each Owner of a Lot within the Community is required to maintain a Full Resident Membership until such time that the Owner no longer owns any Lots in the Community.

Holders of Full Resident Memberships may assign their Full Resident Membership upon written approval by the Club Owner, which approval may be withheld in Club Owner's sole discretion. Notwithstanding any assignment, the holder of a Full Resident Membership remains liable for all obligations set forth in these Bylaws.

Section 2.03 Full Non-Resident Memberships

Non-Resident means an individual who does not hold legal, recorded title to Residential Property within the Community nor resides within the Community. "Full Non-Resident Memberships" are available for purchase by Non-Residents as allowed by Club Owner. A Non-Resident Member shall be a singular, natural person at least 21 years of age. Except as it relates to Initiation Fees, Dues and requirements and obligations with respect to Lots, holders of Full Non-Resident Memberships and shall have the same Club privileges and obligations as Full Resident Members.

Section 2.04 Social Memberships

Holders of Social Memberships are required to pay the Initiation Fees and Dues applicable to Social Memberships and shall have the rights and privileges set forth in these Bylaws, any Club Rules and as otherwise posted by Club Owner. A holder of a Social Membership shall be a singular, natural person at least 21 years of age. A Social Membership is not assignable or transferable.

Section 2.05 Discovery Memberships

Discovery Memberships are limited time memberships available only until the opening of the Clubhouse for the Golf Course. Holders of Discovery Memberships are required to pay the Initiation Fees and Dues applicable to Discovery Memberships and shall have the rights and privileges set forth in these Bylaws, any Club Rules and as otherwise posted by Club Owner. No additional Initiation Fees shall be due and payable upon conversion of a Discovery Membership to a Social Membership; provided, however that Social Membership Dues will apply. A holder of a Social Membership shall be a singular, natural person at least 21 years of age. A Social Membership is not assignable or transferable.

Section 2.06 Discretionary Memberships

Club Owner, in its discretion, shall be entitled to establish additional Club membership categories or grant certain Club membership type rights, permanent or temporary, which membership categories or membership type rights, may have such rights, privileges and obligations, including without limitation as it relates to the payment of fees, as are determined by the Club Owner.

Section 2.07 Classification and Status Changes

Any request for a change in Membership Category must be made in writing to Club Owner at least thirty (30) days in advance of the beginning of the month for which a Membership Category change is requested. No change of Membership Category is effective until approved in writing by Club Owner and unless there is an available opening in the Membership Category requested, as determined by Club Owner.

Changes shall be granted in the sole discretion of Club Owner and shall require paying an additional Initiation Fee, as the case may be, equal to the Initiation Fee chargeable to newly admitted Club Member of the Membership Category requested and in effect on the date the Membership Category change is approved, less any amount previously and actually paid by the Club Member directly to Club Owner as an Initiation Fee for the Membership Category last held by the Club Member.

**- ARTICLE III -
ADMISSION OF MEMBERS**

Section 3.01 Admission Procedures

Club Owner does not discriminate against any person on the basis of race, creed, color, sex, religion, disability, national origin or other immutable personal characteristic protected by applicable state, local or federal law.

Club Owner reserves the right, in its sole discretion but in accordance with applicable state, local or federal law, to deny Membership to anyone based on: (1) non-creditworthiness; (2) indictment for or conviction of a felony or a crime involving moral turpitude; (3) bad reputation in the prospective Club Member's community for character and social compatibility; (4) expulsion from or refusal of admission to another recreational or social club; or (5) other appropriate subjective criteria.

Admission for Full Resident Membership shall be in the manner set forth in Section 2.02 and elsewhere in these Bylaws. To become a Club Member other than a Full Resident Member, each person must be nominated for Membership by a Club Member or by an employee, officer, or director of Club Owner. To be considered for Membership, each nominated person (a "Nominee") must submit a completed Nomination Form, application forms, Initiation Fee and advance Dues, if applicable. The Nomination Form and any other application form must be on the forms prescribed by Club Owner and must contain all information required by Club Owner. All Nomination Forms are to be submitted to Club Owner. Fully executed and completed Nomination Forms shall be reviewed by Club Owner for consideration of approval for Membership.

Club Owner shall notify each Nominee in writing as to whether the Nominee has been accepted for Membership. If a request for Membership by a Nominee is not acted upon favorably within one month of delivery of the Nomination Form to Club Owner, Club Owner will return Nominee's funds for the Initiation Fee and advance Dues without any interest thereon.

**- ARTICLE IV -
WITHDRAWAL; SURVIVING SPOUSES**

Section 4.01 No Refunds

No Club Member shall be entitled to a return or refund of its Initiation Fee, including upon withdrawal from the Club or termination by the Club.

Section 4.02 Resignation of Club Members

Holders of Full Resident Memberships are required to maintain their Full Resident Membership for so long as they maintain title to a Lot in the Community. All other Club Members shall be permitted to resign from Membership upon at least thirty (30) days' prior written notice to Club Owner. Club Members who resign shall remain responsible for payment of all Dues, charges made at the Club Facilities and any other service fees which accrue through to the effective date of such resignation until paid in full.

Section 4.04 Full Resident Membership – Rights of Surviving Spouse

If a holder of a Full Resident Membership dies, at the request of the Spouse of the holder of such Full Resident Membership, the Spouse shall be deemed to be the holder of the Full Resident Membership and shall be entitled to the same rights and privileges to which the deceased Spouse was entitled, provided that the Spouse continues to maintain or inherits title to the Lot held by the holder of the Full Resident Membership and satisfies all obligations of the Full Resident Membership. If the Spouse of the holder of a Full Resident Membership does not request to become the holder of the Full Resident Membership and/or does not continue to maintain or inherits title to the Lot held by the holder of the Full Resident Membership, the Full Resident Membership shall terminate.

Section 4.05 Full Non-Resident Membership and Social Membership – Rights of Surviving Spouse

If a holder of a Full Non-Resident Membership or a Social Membership dies, at the request of the Spouse of the holder of such Full Non-Resident Membership or a Social Membership, the Spouse shall be deemed to be the Full Non-Resident Member or a Social Membership and shall be entitled to the same rights and privileges to which the deceased Spouse was entitled, provided that the Spouse continues to satisfy all obligations of the Full Resident Membership or a Social Membership. If the Spouse of the holder of a Full Non-Resident Membership or a Social Membership does not request to become the holder of the Full Non-Resident Membership or a Social Membership, the Full Resident Membership or a Social Membership shall terminate.

**- ARTICLE V -
INITIATION FEES, DUES AND
ASSESSMENTS**

Section 5.01 Initiation Fees

The amount of the Initiation Fees required for Memberships shall be fixed and determined by Club Owner from time to time as set forth in Section 1.04 hereof.

The Initiation Fees do not constitute payment for the privilege of using the Club Facilities, which is only conferred by the advance payment of Dues and timely payment of applicable charges. Further, the Initiation Fees do not confer any voting right, share in Club Owner's profits or share in distribution of Club Owner's assets upon liquidation, nor any ownership rights or interests whatsoever in the Club Facilities or other assets of the Club.

THE MEMBERSHIPS BEING OFFERED HEREBY ARE OFFERED SOLELY FOR RECREATIONAL PURPOSES AND NO OTHER PURPOSES. MEMBERSHIP SHOULD NOT BE VIEWED OR ACQUIRED AS AN INVESTMENT AND NO PERSON PURCHASING A MEMBERSHIP SHOULD EXPECT TO DERIVE ANY ECONOMIC PROFITS FROM MEMBERSHIP OR ACQUIRE ANY OWNERSHIP RIGHTS IN THE CLUB OR CLUB OWNER'S PROPERTY. THESE BYLAWS AND THE MEMBERSHIP PLANS OFFERED HEREIN HAVE NOT BEEN REVIEWED OR ENDORSED BY ANY FEDERAL OR STATE AUTHORITY.

Section 5.02 Dues

The amount of the Dues for each Membership Category shall be established prior to the beginning of each calendar year by Club Owner, shall be set forth in a Schedule of Dues and Charges published annually and are subject to change. The Dues required shall be payable on a monthly basis, unless otherwise determined by Club Owner from time to time. If any of the Club Facilities are unavailable for Membership use due to fire, weather, casualty or other occurrence, Club Members will continue to be responsible for the payment of all applicable Dues, regardless of the unavailability of such Club Facilities.

Each Club Member, by being granted Club member privileges, shall be deemed to covenant and agree to all of the terms and provisions of these Bylaws, and to pay to Club Owner the Dues set forth herein, such Dues to be fixed, established, and collected from time to time as herein provided. Each Club Member shall be personally liable to Club Owner for the payment of all Dues which may be levied upon such party while said party's Club membership is in effect and has not otherwise been terminated.

Section 5.03 Assessments

Club Owner may not levy assessments on the Club Members. Dues as referenced in Section 5.02 hereinabove are not deemed assessments.

**- ARTICLE VI -
LATE CHARGES, SUSPENSION AND EXPULSION; LIEN RIGHTS**

Section 6.01 Late Charges

Club Members' statements will be distributed promptly after the close of each month and will be due and payable within fifteen (15) days of the first day of each month. Any Club Member account not paid within thirty (30) days of the billing date will be considered "Delinquent." If an account becomes Delinquent, the Club Member shall be required to pay a late charge which shall be equal to the greater of Fifteen and No/100 Dollars (\$15) or five percent (5%) per month of the Delinquent amount compounded monthly.

Any Club Member giving or endorsing a check to Club Owner which is not paid on presentation will be notified of such non-payment and will be required to reimburse Club Owner for any bank charges plus incur an additional late charge of Thirty-Five and No/100 Dollars (\$35).

Section 6.02 Suspension

If any Club Member's statement is not paid within sixty (60) days of the billing date, the Club Member shall incur additional late charges and may be suspended from the Club until the Delinquent amount, including all late charges, is paid in full. A Club Member who has a Delinquent account three (3) times within a twelve (12) month period shall be deemed financially irresponsible. The rights and obligations of holders of Full Resident Memberships shall be further governed by the Association (as defined in the Declaration).

Any Club Member may be suspended from the Club for Cause. The term "Cause" includes, but is not limited to, financial irresponsibility, disorderly conduct at the Club and conduct endangering the good order, welfare or character of the Club. If Club Owner elects to expel a Club Member under this Section, the Club Member will be notified of Club Owner's intention to suspend Membership privileges and the Club Member shall have ten (10) days from the effective date of the notice to submit a written appeal to Club Owner. Notice is deemed effective three (3) days after the date the notice is deposited in the U.S. Mail, certified mail, return receipt requested. In the event such Club Member submits an appeal, then Club Owner shall make and notify the Club Member of its final decision within ten (10) days following receipt of such notice of appeal.

During a period of suspension, a suspended Club Member shall continue to be responsible for payment of Dues, but shall not have any Club Member privileges at the Club Facilities.

Section 6.03 Expulsion

If any Club Member's statement is not paid within ninety (90) days of the billing date, the Club Member shall incur additional late charges and Club Owner, in its sole discretion, may expel the Club Member. Any Club Member may be expelled from the Club for Cause. If Club Owner elects to expel a Club Member under this Section, the Club Member will be notified of Club Owner's intention to expel and the Club Member shall have ten (10) days from the effective date of the notice to submit a written appeal to the Club. Notice is deemed effective three (3) days after the date the notice is deposited in the U.S. Mail, certified mail, return receipt requested. In the event such Club Member submits an appeal, then Club Owner shall make and notify the Club Member of its final decision within ten (10) days following receipt of such notice of appeal.

If a Full Resident Member is expelled from the Club for Cause, then the expelled Full Resident Member shall continue to be responsible for payment of Dues until such time that said expelled Resident Member sells his or her Lot in the Community to a third party, but he or she shall not have any Club Member privileges at the Club Facilities.

Section 6.04 Lien Rights

Each Full Resident Member, by acceptance of a deed conveying a Lot, whether it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all of the terms and provisions of these Bylaws, and to pay to Club Owner the Dues set forth herein, such Dues to be fixed, established, and collected from time to time as herein provided. Each Full Resident Member shall be personally liable to Club Owner for the payment of all Dues which may be levied upon such party while said party's Full Resident Membership is in effect and has not otherwise been revoked or resigned. The Dues, together with such interest thereon and costs of collection therefor as herein provided, shall be a charge and continuing lien on said Full Resident Member's Lot and all of the improvements thereon. Unpaid Dues shall bear interest from due date to date of payment at the rate set by Club Owner, and said rate can be changed from time to time so that the rate is reasonably related to the economic situation. As set forth in the Declaration, Club Owner is hereby granted a lien upon each Lot and the improvements thereon as security for the payment of all Dues owed by Full Resident Members with respect to said Lot, now or hereafter assessed, which lien shall also secure all costs and expenses, and reasonable attorney's fees, which may be incurred by Club Owner in enforcing the lien upon said Full Resident Member's Lot. The lien shall become effective on a Lot immediately upon the closing of that Lot. The lien granted to Club Owner may be foreclosed as other liens are foreclosed in the State of Georgia. Failure by the Full Resident Member to pay any Dues, on or before the due dates set forth herein for such payment shall constitute a default, and this lien may be foreclosed by Club Owner.

**- ARTICLE VII -
GOVERNMENT AND GENERAL MANAGEMENT**

Section 7.01 Club Management

The administration and general management of the Club shall be vested in Club Owner, which may, in Club Owner's sole discretion, appoint officers or managers ("Managers") from time to time for some or all of such administration and management duties. The decisions of a Manager, if so appointed, shall be final in all matters. Club Owner, at its election, may also hire a property manager for the general management of some or all of the Club Facilities, subject to a management agreement by and between Club Owner and said manager.

Section 7.02 Club Rules

Club Owner may adopt (and thereafter revise and amend) Club Rules for the conduct and use of the Club Facilities by its Members and Guests as deemed proper by the Club Owner in its sole discretion. Copies of the Club Rules shall be posted at the Club and made available to Members at the principal office of Club Owner prior to the time the same shall become effective.

Section 7.03 Advisory Committees

Club Owner may authorize the formation of Club Member advisory committees as may be helpful in promoting the interests of the Club and the Club Members. A Manager shall be the chairman of advisory committees, if so appointed by Club Owner, and the duties of each committee shall be those fixed by Club Owner. The actions or decisions of any committees shall be advisory only and shall not limit the rights, powers and discretion of the Club, Club Owner, or Club Owner's officers, members, and directors. If an advisory committee is so authorized, Club Owner may appoint, remove and replace the members of each committee from among the Club Members of the appropriate Membership Category, if applicable.

**- ARTICLE VIII -
AMENDMENTS; NOTICES**

Section 8.01 Amendments

All Articles and Sections of these Bylaws may be amended by Club Owner, in its sole discretion.

Section 8.02 Notices

The principal office of the Club shall be located at:

820 Broad Street, Suite 400
Chattanooga, TN 37402

or at such other place either within or without the State of Georgia, as shall be lawfully designated by Club Owner, or as the affairs of Club Owner may require from time to time. Any notice required or permitted to be sent to the Club under the provisions of these Bylaws shall be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, at such address. Any notice required or permitted to be sent to any Club Member under the provisions of these Bylaws shall be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to the last known address of the Club Member on the records of Club Owner at the time of such mailing. Each Member shall provide its address simultaneously with submission of an application for Membership. It shall be the obligation of every Club Member to immediately notify Club Owner in writing of any change of address.

**- ARTICLE IX -
INTERPRETATION**

Section 9.01 Interpretation

The interpretation of these Bylaws shall at all times rest with Club Owner.

The failure of Club Owner or its agents to insist, in any one or more instances, upon the strict performance of any of the terms or conditions in these Bylaws or the Club Rules or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment, for the future, of such term, condition right, option or notice; but such term, condition right, option or notice shall remain in full force and effect.

The invalidity of any covenant, restriction, condition, limitation or any other provisions of these Bylaws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these Bylaws.

Signature Page:

SCENIC LAND COMPANY, LLC BOARD MEMBER:

DocuSigned by:
 Signature: Matt Hullander
 Name: Matt Hullander
 Title: Partner
 Date: 1/30/2023

DocuSigned by:
 Signature: Daniel C. Kiley
 Name: Daniel C. Kiley
 Title: Chairman
 Date: 1/31/2023

DocuSigned by:
 Signature: John Bierly
 Name: John Bierly
 Title: Partner
 Date: 2/1/2023

DocuSigned by:
 Signature: Daryl P. Mann
 Name: Daryl P. Mann
 Title: Board of Directors Member
 Date: 2/1/2023

DocuSigned by:
 Signature: Thomas Lowe
 Name: Thomas Lowe
 Title: Board Member
 Date: 2/2/2023

DocuSigned by:
 Signature: M Ryan Crimmins
 Name: M Ryan Crimmins
 Title: X
 Date: 2/3/2023

DocuSigned by:
 Signature: William Duane Horton
 Name: Duane Horton
 Title: President
 Date: 2/6/2023