**BYLAWS OF YUBA BEACH AND BOAT CLUB, INC.**

* 1. **Principal Office.**  The Yuba Beach and Boat Club, Inc. (the “Club”) may have such other offices within the State of Utah, as the Board may designate or as the business of the Club may require from time to time.
	2. **Registered Office and Agent.** The Board may designate the registered agent of the Club and may change such designation from time to time.
	3. **Membership Eligibility**. Membership in the Club shall exist only in accordance with the provisions of these Bylaws and the conditions, restrictions and limitations set forth herein. A person shall be eligible for membership in the Club if such person owns a lot in the Lakeside Subdivision, including Phase A, B, and any future phase once recorded, according to the official records of the Juab County Recorder. The total number of memberships in the Club will not exceed 40 at any given time. An owner of a lot in the Lakeside Subdivision may own multiple Club memberships, and may sell all but one Club membership at any given time, but must maintain at least one membership for his or its lot. Initial memberships will not be official or effective until paid for in full in the amount determined by the Board.
	4. **Membership Obligations**. Acceptance of membership in the Club constitutes a covenant and condition on the part of each and every member to conform to and abide by these Bylaws and all rules and regulations now or hereafter adopted or put into effect by the Board.
	5. **Membership Transfer.** Under no circumstances can a membership in the Club be transferred, devised, bequeathed or descend by operation of law or otherwise, to a person or entity that does not own a lot in the Lakeside Subdivision, or otherwise meet the membership eligibility requirements provided by these Bylaws. The transfer of any membership shall be complete only upon payment of any and all indebtedness due and owing the Club by any member whose membership is being transferred.
	6. **Membership Termination.** In the event of termination of membership for any reason, all membership privileges shall cease and revert to the Club, and the termination of the membership shall operate as an unconditional assignment to the Club of all right, title, privileges and interest of the Club membership.
	7. **Annual Member Meetings**. The first annual meeting and subsequent annual meetings of the Club members will be held at a time and in a month specified by the Board.
	8. **Special Member Meetings**. A special meeting of the Club members may be called at any time by at least two members of the Board, or by the president of the Club, or by the members upon the written request of at least 30% of the voting interest of the Club. A special meeting may only be held for the purposes set forth in the notice for that special meeting.
	9. **Place of Member Meetings**. The Board may designate any place in the state of Utah as the place for any annual or special meeting of the Club.

* 1. **Notice of Member Meetings**. Notice of each meeting stating the place, date, and time of the meeting and the purpose or purposes for which the meeting is called, will be delivered to each member entitled to vote at the meeting, not less than 7 nor more than 90 days before the date of the meeting. If mailed, the notice will be deemed to be delivered when deposited in the United States mail, postage prepaid, and addressed to the member at its address as it appears in the records of the Club. The Board may set a record date for determining the members entitled to notice. The Club will give notice at the Club’s expense of any special meeting called by the members1.2.
	2. **Quorum – Members**. Except as otherwise provided in these Bylaws, at any meeting of the members, the presence of members holding, or holders of proxies entitled to vote, more than fifty percent (50%) of the total votes of the Club shall constitute a quorum for the transaction of business. In the event a quorum is not present at a meeting, the members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting to a later date. Notice thereof shall be delivered to the members as provided above. At the reconvened meeting, the members and proxy holders present shall constitute a quorum for the transaction of business.
	3. **Member Voting Method**. Votes may be cast in person, by proxy, or as determined by the Board, by written ballot.
	4. **Members’ Voting Rights.** Subject to the provisions in the Articles of Incorporation, each membership shall be entitled to one (1) vote.
	5. **Voting by Joint Members.** In the event there is more than one (1) owner of a particular lot, the vote relating to such membership shall be exercised as the owners of the lot may determine among themselves. A vote cast at any Club meeting by any of such memberships, whether in person or by proxy or through ballot, shall be conclusively presumed to be the vote attributable to the membership concerned, unless an objection is immediately made by another owner of the same lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever, other than to determine whether a quorum exists.
	6. **Resolution of Voting Disputes.** In the event of any dispute as to the entitlement of any member to vote or as to the results of any vote of members at a meeting, the Board shall act as arbitrators and the decision of a disinterested majority of the Board shall, when rendered in writing, be final and binding as an arbitration award and may be acted upon in accordance with Utah law.
	7. **Suspension of Member Rights**. The Board may suspend the voting rights of any member for any period during which an assessment remains unpaid. The Board may also, after notice, suspend the right of the member to use the Club facilities during and for up to sixty (60) days following any breach by such member or occupant of any provision of the Bylaws or of any rule or regulation adopted by the Club unless such breach is a continuing breach, in which case such suspension shall continue for so long as such breach continues and up to sixty (60) days thereafter.
	8. **Action by Proxy**. Each proxy must be executed in writing by the member or its duly authorized attorney-in-fact and filed with the secretary of the Club before or at the time of the meeting. No proxy will be valid after the expiration of one year from the date of its execution unless otherwise provided in the proxy.
	9. **Action by Written Ballot**.

(a) Any action that may be taken at any meeting of the Club may be taken without a meeting if the Club delivers a written ballot to every member entitled to vote on the matter. Such written ballot will set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot will be valid only when the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by written ballot. Members submitting a written ballot will be considered to have participated in the meeting for all purposes.

(b) All solicitations for votes by written ballot will: 1) indicate the number of responses needed to meet the quorum requirements; 2) state the percentage of approvals necessary to approve each matter other than election of Directors; 3) specify the time by which a written ballot must be received by the Club in order to be counted; and 4) be accompanied by written information sufficient to permit each member casting a written ballot to reach an informed decision on the matter.

(c) A written ballot may not be revoked.

(d) Action by written ballot will have the same effect as action taken at a meeting.

(e) The number of votes cast by written ballot will constitute a quorum for action on the matter.

(f) A written ballot may also be used in connection with any meeting of the Club, thereby allowing members the choice of either voting in person or by written ballot delivered by a member to the Club in lieu of attendance at such meeting. A valid written ballot will be counted equally with the votes of members in attendance at any meeting for every purpose.

* 1. **Order of Business.** The order of business at any meeting of members shall be as follows:
1. roll call to determine the voting power represented at the meeting;
2. proof of notice of meeting or waiver of notice;
3. open forum giving members an opportunity to be heard;

 (c) election of Directors, if applicable;

 (d) report of finances; and

 (e) any other Club business.

* 1. **Expenses of Meetings.** The Club shall bear the expenses of all regular and annual meetings of members and of special meetings of members.
	2. **Waiver of Notice.** A member may waive any notice required by Utah Statute or by these Bylaws, whether before or after the date or time stated in the notice as the date or time when any action will occur or has occurred. A waiver shall be in writing, signed by the member entitled to the notice, and delivered to the Club for inclusion in the minutes; or filing with the corporate records. The delivery and filing required above may not be conditions of the effectiveness of the waiver. A member’s attendance at a meeting:
		1. waives objection to lack of notice or defective notice of the meeting, unless the member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice, and
		2. waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the member objects to considering the matter when it is presented.
	3. **Number, Election, Term of Directors**. The Board will consist of three Directors. The Directors will serve for two years. Directors will be elected at the annual member meetings by a plurality of votes, that is, the candidate(s) with the most votes shall be elected. Nomination for election must be made by a member. The Board may determine all additional procedures and requirements relating to the conducting of elections for Director positions.
	4. **General Powers.** The property, affairs, and business of the Club shall be managed by the Board. The Board may exercise all of the powers of the Club, whether derived from law, the Articles of Incorporation, or these Bylaws, except those powers which are by law or by the foregoing documents vested solely in the members. The Board shall among other things, prepare or cause to be prepared, plan and adopt an estimated annual budget for the estimated annual common expenses, provide the manner of assessing and collecting assessments, and keep or cause to be kept sufficient books and records with a detailed account of the receipts and expenditures affecting Club property and its administration, and specifying the maintenance and repair expenses of the Club property. The books and records shall be available for examination by all members at convenient hours on working days that shall be set and announced for general knowledge. All books and records shall be kept in accordance with good accounting procedures. The Board may by written contract delegate, in whole or in part, to an officer and/or a professional management organization or person such of its duties, responsibilities, functions, and powers as are properly delegable.
	5. **Compensation - Directors.** No Director shall receive compensation for any services that he or she may render to the Club as a Director: provided, however, that a Director may be reimbursed for expenses incurred in performance of his or her duties as a Director to the extent such expenses are approved by the Board and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Club other than in his or her capacity as a Director.

* 1. **Resignation, Removal or Death**. A Director may resign before the expiration of his or her term by giving written notice to the President or to the Secretary of the Club. Such resignation will take effect on the date specified in the notice. Upon the resignation or death of a Director, the remaining Directors will appoint a replacement Director to serve until his successor is elected. Any Director may be removed at any time, for or without cause, by the affirmative vote of the members holding more than fifty percent (50%) of the total number of votes, at a special meeting of the members duly called for such purpose.
	2. **Board Meetings**. Meetings of the Board will be held at least annually, and at any time when called by the President of the Club or by two or more Directors, upon the giving of at least two business days’ prior notice of the time and place of the meeting to each Director by hand-delivery, email, text, or any other manner deemed fair and reasonable by the Board. Any business may be transacted at a Board meeting. No notice of a Board meeting need state the purposes for holding the meeting, and no notice of any adjourned Board meeting will be required. If the Board establishes a regular meeting schedule, then such regular meetings of the Board may be held without notice of the date, time, or place of the meeting to the other Directors. Directors may choose to attend any meeting virtually or by electronic means.
	3. **Place of Meetings**. The Board may designate any location in Utah convenient to the Directors in which to hold a Board meeting. Directors may participate in any Board meeting by means of any electronic or telephonic communication by which all participants may simultaneously hear one another during such meeting. Directors who participate in a Board meeting by such means will be considered present for all purposes, including the presence of a quorum.
	4. **Quorum - Directors**. A majority of Directors will constitute a quorum for the transaction of business, but a lesser number may adjourn any Board meeting from time to time. When a quorum is present at any Board meeting, a majority of the Directors in attendance will decide any question brought before such meeting.
	5. **Waiver of Notice**. Before, at, or after any Board meeting, any Director may, in writing, waive notice of such meeting and such waiver will be deemed equivalent to the giving of such notice. Attendance by a Director at a Board meeting will constitute a waiver of notice by such Director except when such Director attends the meeting for the express purpose of objecting to the transaction of business based on a claim that the meeting was not duly called or convened.
	6. **Informal Action by Directors**. Any action required or permitted to be taken at a Board meeting may be taken without a meeting (*e.g.*, via email or text correspondence) if each Director in writing either: (1) votes for the action, or (2) votes against the action, or (3) abstains from voting and waives the right to demand that action not be taken without a meeting.
	7. **Officers**. The Officers shall be Directors, and appointed by the Board. The Officers of the Club shall be a President, a Vice President, and a Secretary/Treasurer. The Board may appoint such other committees, and assistants, including assistant secretaries and assistant treasurers, as it may consider necessary or advisable, who will be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Board. In all cases where the duties of any Officer, committee, or assistant are not prescribed by these Bylaws or by the Board, such Officer, committee, or assistant will follow the orders and instructions of the President**.**
	8. **President**. The President will be the chief officer of the Club. The President will preside at all Club meetings and Board meetings. The President will have the general and active control of the affairs and business of the Club and general supervision of its Officers, agents, and employees. The President is designated as the officer with the power to prepare, execute, certify, and/or file duly authorized and approved amendments to the Articles of Incorporation, Bylaws, and the Rules and Regulations on behalf of the Club.
	9. **Vice President**. The Vice President will assist the President and will perform the duties assigned to him by the President or the Board. In the absence of the President, the Vice President will have the powers and perform the duties of the President.
	10. **Secretary/Treasurer**. The Secretary/Treasurer will:

(a) keep, or cause to be kept, the minutes of the proceedings of Club meetings and Board meetings;

(b) see that all notices are duly given in accordance with the provisions of these Bylaws;

(c) maintain the records of the Club;

(d) perform all other duties incident to the office of Secretary and the duties assigned to her or him by the President or the Board;

(d) be the principal financial officer of the Club and will have the care and custody of all funds, securities, evidences of indebtedness, and other personal property of the Club;

(e) receive and give receipts for moneys paid on account of the Club and will pay out of the funds on hand all bills, payrolls, and other just debts of the Club upon maturity;

(f) perform all other duties incident to the office of Treasurer and, upon request of the Board, make such reports to it as may be required at any time;

(g) if required by the Board, give the Club a bond for the faithful performance of his duties and for the restoration to the Club of all books, papers, vouchers, money, and other property in his possession or under his/her control belonging to the Club; and

(h) have such other powers and perform such other duties assigned to her or him by the President or the Board.

* 1. **Member Contact Information.** Each Member is required to register a phone number capable of receiving and transmitting text messages, a mailing address, and an email address with the Club within ten (10) days after becoming a Member. Upon request, each Member shall promptly furnish to the Club a certified copy of the recorded instrument by which membership of a qualifying lot has been vested in such Member, which copy shall be maintained in the records of the Club. The contact information of each Member will be kept in the records of the Club. Members must notify the Club of any change in contact information within ten (10) days after the change. Any notice delivered to a Member’s registered information or—if the Member fails to register an address with the Club—to the address on file with the County Recorder, will be deemed duly delivered.
	2. **Affairs, Electronic Means.** Any transaction or action involving the business or affairs of the Club, including but not limited to voting and providing notice or records, may be conducted by electronic means. The Club may accept a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation as the act of the member if the Board does so in good faith and has no reason to believe it is not the act of the member. A writing may be delivered in an electronic medium or by electronic transmission, and may be signed by photographic, electronic, or other means. An electronic record or electronic signature is attributable to a person if it was the act of the person. An electronic signature may consist of a mark, symbol, character, letter, or number or any combination thereof attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record and the same shall be considered the signature of such person. A writing includes any document, record, vote, ballot, proxy, or instrument required or permitted to be transmitted by a Member or by the Club.
	3. **Notice.** In any circumstance where notice is required to be given to the members, the Club may provide notice by electronic means, including text message, email, or a website maintained by the Club, if the Board deems the notice to be fair and reasonable. The Board is authorized to promulgate rules and procedures facilitating the implementation of this section as it deems fit from time to time, including requiring members to furnish the Club with a current email address.
	4. **Indemnification – Third Party Action.** The Club shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Club) by reason of the fact that he is or was a Director or officer of the Club, against expenses (including attorneys’ fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Club, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Club or with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.
	5. **Indemnification – Club Action.** The Club shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Club by reason of the fact that he is or was a Director or officer of the Club, against expenses (including attorneys’ fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner be reasonably believed to be in or not opposed to the best interests of the Club; provided, however, that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or intentional misconduct in the performance of his duty to the Club, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability and in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.
	6. **Insurance.** The Club may purchase and maintain insurance on behalf of any person who was or is a Director officer, employee, or agent of the Club, or who was or is serving at the requests of the Club as a Director, officer, employee, or agent of the Club, or who was or is serving at the request of the Club as a Director, officer, employee, or agent of another corporation, entity or enterprise (whether for profit or not for profit) against any liability asserted against him or incurred by him in any such capacity or arising out of his status as such, whether or not the Club would have the power to indemnify him against such liability under the laws of the State of Utah, as the same may hereafter be amended or modified. All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to these Bylaws shall constitute expenses of the Club and shall be paid with funds from the assessments collected from the members.
	7. **Fees, Dues and Assessments.** Each member, by acceptance of membership in the Club shall be deemed to have covenanted and agreed to pay the Club the following types of fees, dues, and assessments, as provided for and defined below.
	8. **Installments of Annual Assessments.** The Board shall determine whether installments of Annual Assessments are levied and collected on a monthly, quarterly, semi-annual, annual or another basis. Any member may prepay one or more installments of any Assessment levied by the Club, without premium or penalty.
	9. **Equal Assessments.** Except as otherwise provided herein,members must pay equal Annual Assessments, Special Assessments, and Emergency Assessments, all commencing upon the date the member’s membership becomes official.
	10. **Annual Budget.** The Board will prepare an annual budget for the Club, which shall provide for the maintenance and improvement, as appropriate, of the Club property and for the administration, management and operation of the Club. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect. The Board will present the adopted budget to Club members at a meeting of the members
	11. **Determination of Annual Assessment**. The Board will fix the initial amount of Annual Assessments at least thirty (30) days in advance of the beginning of an Annual Assessment period. Written notice of the Annual Assessments shall be sent to all members of the Club at least thirty (30) days in advance of the beginning of any assessment period, or thirty (30) days in advance of any increase in the Annual Assessment that is to take effect during any assessment period. The omission by the Board, before the expiration of any assessment period, to fix the amount of the Annual Assessment for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this article or a release of any member from the obligation to pay the Annual Assessment, or any installment thereof, for that or any subsequent assessment period. In the event of such omission, the Annual Assessment fixed for the preceding period shall continue until a new assessment is fixed. If the Annual Assessments levied at any time are, or will become, inadequate to meet the expenses incurred by the Club for any reason, including nonpayment of any member’s Assessments on a current basis, the Board may determine the approximate amount of the inadequacy and adopt a resolution which establishes a supplemental budget and establishes the equitable change in the amount of the Annual Assessment. members shall be given at least twenty (20) days' written notice of any changes in the amount of an Assessment.
	12. **Special Assessments.** In addition to the Annual Assessments authorized in this article, the Club may levy a special assessment from time to time (“Special Assessment”) to all memberships for the purpose of defraying, in whole or in part, the costs incurred or to be incurred by the Club which cannot be paid for through other types of Assessments. The Board may authorize a Special Assessment for any lawful purpose provided, however, that any Special Assessment levied within 12 months of a prior Special Assessment, and any Special Assessment greater than $500 per membership may only be levied if it is first voted upon by the members against which the Special Assessment is to be levied, and: (1) the votes cast favoring the action exceed the votes cast opposing the action, and (2) a quorum of members representing at least 30% of the voting rights of members against which the Special Assessment is to be levied cast a vote.
	13. **Individual Assessments.** Any expenses which are not common expenses and which benefit or are attributable to fewer than all of the members, may be assessed exclusively against the member actually affected or benefitted (“Individual Assessments”). Individual Assessments shall include, but are not limited to: (1) Assessments levied against any member to reimburse the Club for costs incurred in bringing the member into compliance with, or to otherwise defend or uphold, or carry out, the provisions of these Bylaws, rules or regulations of the Club, and for Fines or other charges, including attorney fees, imposed pursuant to this Bylaws for violation of the Bylaws, rules or regulations of the Club; (2) Expenses relating to the repair of damage caused by the member to Club property, other than common expenses incurred in fulfilling ordinary maintenance responsibilities to Club Property under this Declaration.
	14. **Emergency Assessments.**Notwithstanding anything contained in this Declaration, the Board, without member approval, may levy emergency assessments in response to an emergency situation. Prior to the imposition or collection of any assessment due to an emergency situation, the Board shall pass a resolution containing the written findings as to the necessity of such expenditure and why the expenditure was not or could not have been reasonably foreseen or accurately predicted in the budgeting process and the resolution shall be distributed to the members with the notice of the emergency assessment. If such expenditure was created by an unbudgeted utility, maintenance or similar expense or increase, the assessment created thereby shall be discontinued by the Board by a similar resolution if such expense is subsequently reduced, or to the extent the next succeeding annual budget incorporates said increase into the annual assessment. An emergency situation is one in which the Board finds: (a) an expenditure, in its discretion, required by an order of a court, to defend the Club in litigation, or to settle litigation; (b) an expenditure necessary to repair or maintain the Club property or any part of it for which the Club is responsible where a threat to personal safety is discovered; (c) an expenditure necessary to repair, maintain, or cover actual Club expenses for the Club property or any part of it that could not have been reasonably foreseen by the Board in preparing and distributing the pro forma operating budget (for example: increases in utility rates, landscape or maintenance contract services, attorney fees incurred in the defense of litigation, etc.); or (d) such other situations in which the Board finds that immediate action is necessary and in the best interests of the Club.
	15. **Reserve Funds.** The Board shall establish and maintain a reserve fund and shall include a reserve fund line in the Club’s annual budget. The Board shall cause a reserve analysis to be conducted every two years.
	16. **Fee Due on Transfer.**Each time a membership passes from one person to another, within thirty (30) days after the effective date of such transfer, the new member shall pay to the Club, in addition to any other required amounts, a Transfer Fee, in an amount as determined by the Board from time to time. The following are not subject to the Transfer Fee: (i) an involuntary transfer; (ii) a transfer that results from a court order; (iii) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity, or to a legal entity, such as a trust, in which the owner or the owner’s spouse, son, daughter, father or mother hold a beneficial interest of at least fifty percent (50%) for estate planning purposes; or (iv) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution.
	17. **Nonpayment of Assessments*.*** The Annual Assessments shall be due and payable on a date established by the Board from time to time, and shall be delinquent if not paid by the due date; initially, Annual Assessments will be paid monthly on the first day of each month. The due date of any Special Assessment or other Assessment shall be fixed in the resolution or document authorizing or levying the Assessment.
	18. **Interest.** Delinquent payments shall bear interest from the first date after the due date, or such other date established by the Board from time to time (the “date of delinquency”), initially at the rate of 18% per annum, or such other rate established by the Board from time to time.
	19. **Late Fee**. Each delinquent payment shall initially be subject to a late fee of Thirty Dollars ($30.00), or such other amount as determined by the Board from time to time.
	20. **Acceleration.** If the delinquent installments of any Assessment, including an Annual Assessment, and any charges thereon are not paid in full, the Board, or its authorized agent, may declare all of the unpaid balance of the Assessment to be immediately due and payable upon not less than ten (10) days’ written notice to the member, and may enforce the collection of the full Assessment and all charges thereon in any manner authorized by law. If, however, the Assessment is accelerated and a member subsequently files bankruptcy or the Board otherwise decides acceleration is not in its best interest, the Board, at its option and in its sole discretion, may elect to decelerate the obligation.
	21. **Remedies.** All membership rights, including the right of a Member to vote shall be automatically suspended during any period of delinquency, unless otherwise determined by the Board. A Board member shall become immediately ineligible to serve on the Board and automatically dismissed from such position if delinquent more than 60 days in the payment of any Assessment. The Club shall have each and every remedy for collection of assessments provided by law.
	22. **Personal Obligation and Costs of Collection.** Assessments imposed under these Bylaws, together with interest, costs and reasonable attorneys' fees incurred or expended by the Club in the collection thereof (whether or not a lawsuit is initiated), shall be the personal obligation of the member holding the membership at the time when the assessment became due.
	23. **Duty to Pay Independent.** No reduction or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Club or Board to take some action or perform some function required to be taken or performed by the Club or Board under these Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements to Club property which are the responsibility of the Club, or from any action taken to comply with any law, ordinance, order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of the each member.
	24. **Statement of Unpaid Assessment & Payoff Information.** The Club shall, upon request, furnish to any member liable for assessment a certificate in writing signed by an officer of the Club setting forth whether Assessments have been paid. The certificate shall be conclusive evidence of payment of any assessment therein stated as having been paid. A reasonable charge, as determined by the Board, may be levied in advance by the Club for each certificate so delivered. The Club may charge a fee for providing Club payoff information needed in connection with the transfer of a membership up to the maximum amount allowed by law, as determined by the Board.
	25. **Annual Report.** The Board shall cause to be prepared made available to each Member an annual report containing: (a) an income statement reflecting income and expenditures of the Club for such fiscal year; (b) a balance sheet as of the end of such fiscal year, (c) a statement of changes in financial position for such fiscal year, and (d) a statement of any changes to the place of the principal office of the Club where the books and records of the Club, including a list of names and addresses of current Members, may be found.
	26. **Rules and Regulations.** The Board may from time to time, adopt, amend, repeal, and enforce reasonable rules and regulations governing the use and operation of the Club’s property; provided, however, that such rules and regulations shall not be inconsistent with the rights and duties set forth in the Articles of Incorporation or these Bylaws. The members shall be provided with copies of all rules and regulations adopted by the Board, and with copies of all amendments and revisions thereof.
	27. **Books and Records.** The Club shall keep, maintain and provide access to its records as required by applicable law.
	28. **Enforcement.** In the event of an alleged violation by a Member of these Bylaws, or the rules and regulations of the Club, the Board, Club and/or members shall have the right to enforce these Bylaws and other governing documents of the Club, in the manner provided within these various documents or in any manner available at law or in equity.
	29. **Amendment**. Except as limited by law, these Bylaws may be amended by approval of at least a two-thirds majority of the members as constituted at any time.
	30. **Attorneys’ Fees.** The prevailing party in any action relating to the interpretation or enforcement of these Bylaws is entitled to an award of his or its attorneys’ fees and costs.