

Benton Golf and Country Club  
By-Laws

**BENTON GOLF & COUNTRY CLUB, INC.**  
**BY-LAWS**  
**As Amended on September 26, 2022**

**ARTICLE I – NAME**

The name shall be as stated in the Articles of Incorporation, i.e., Benton Golf & Country Club, Inc.

**ARTICLE II – OBJECTIVES AND PURPOSES**

The objectives and purposes of this organization shall be as follows:

- A. To create and maintain a family-type country club for the benefit of the membership.
- B. To encourage and promote recreational and social activities and programs of interest to the membership.
- C. To lease, purchase, operate, and maintain the buildings, grounds equipment, and all facilities necessary [for an] and incidental to the club programs: and
- D. To conduct all activities in a manner compatible with high standards of family living, with attention to safety, respect, and enjoyment for all within the operating guidelines.

**ARTICLE III – MEMBERSHIP**

A. Benton Golf & Country Club, Inc., hereinafter referred to as the “Club” will be owned and operated by one hundred seventy-five (175) certificate members pursuant to KRS 273.187. A certificate member in the Club will be signified by a certificate that evidence membership pursuant to KRS 273.187 and shall be subject to the following:

- 1. All persons, or any certificate member of their family, who have activated their certificate membership by using either golf, pool or tennis facilities will thereafter pay annual dues unless suspended by the Board.
- 2. Those certificate members who have not activated their certificates, will be exempt from annual dues, until such time as they or any member of their family activate said certificates by playing, or until said certificate is transferred to another certificate member.
- 3. New certificate membership purchase or any certificate transfer shall have prior approval of the Board with all conditions known and arrangements made for any delinquent payments and shall be conducted by the Secretary as outlined in ARTICLE IV – OFFICERS, DUTIES AND ELECTIONS.
- 4. (a). Persons entitled to play on a certificate membership and playing membership shall include husband, wife, and all single dependents under twenty-one (21) years of age, living in the same household. In the case of a full-time college

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student, he/she may play until graduation or until December 31, of the year of his/her 24<sup>th</sup> birthday, which is sooner.

4. (b) ~~It is the policy, effective February 1, 2008, that a~~ dependent of the holder of a certificate membership or playing membership in good standing will be entitled to have the Club initiation fee waived if dependent joins the Club as a playing member within 60 days after reaching the age of 21 and living in his/her parents household, or within 60 days of leaving a parents' household and over the age of 18. In the case of a full-time student, he/she may join the Club as a playing member within 60 days after graduation or December 31 of the year of his/her 24<sup>th</sup> birthday, whichever is sooner, and the initiation fee shall be waived. These dependents shall begin paying dues on their own playing membership immediately. However, one day past 60 days of above requirements, the dependent of a membership will be required to pay the initiation fee, if applicable, with no exception.

5. It is the policy of the Club that no certificate membership be allowed to be made inactive, except as set out in Article V.

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6. Any current inactive certificate membership cannot be deeded, sold, transferred, or otherwise conveyed to another as an inactive certificate, except between husband and wife, further except and subject to Article V.

7. The Club may purchase the certificate of any certificate member that wishes to leave the Club, in addition to the provisions or rights set forth in Article V.

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8. In the event of dissolution of marriage, the certificate membership shall be assigned to a spouse, and the other spouse may obtain a playing membership without initiation fee.

B. There is hereby authorized a Playing Privilege, also referred to as a "playing membership" herein, which will entitle the holder thereof to use the facilities of the Club, attend meetings, and serve on committees. The terms of Article III.A.4(a) and 4(b) shall apply to a playing membership. All holders of a playing membership shall be subject to such rules and regulations as the Board may from time to time subscribe. They will at all times be subject to the following:

1. An initiation fee as determined and set at the discretion of the Board of Directors, if any.

2. Annual dues shall be paid which shall not be less than annual dues paid by certificate members.

3. A maximum of three (3) holders of a playing memberships may serve on the Board of Directors at the same time if elected by the certificate members. There shall be no more than one (1) playing member serving in any class of directors to expire in any particular year. If more than one (1) of the playing members are

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nominated to fill a Board vacancy, only the member receiving the most votes necessary to fill the vacancy may serve on the Board of Directors. The playing member will only become a member of the Board of Directors if the playing member receives more votes than the certificate members being nominated.

4. The Board of Directors shall have the right to determine the number of playing memberships to be sold and shall have the absolute right to terminate any playing memberships at the end of any calendar year.

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C. There is hereby authorized a "Junior Single Playing Privilege" and "Junior Family Playing Privilege," as hereafter defined, and collectively referred to as "Junior Privilege." All the terms and conditions applicable to the holder of a Playing Privilege, as set forth in these By-Laws, shall apply to the holder of a Junior Privilege, except

1. Annual dues may be set less than annual dues paid of certificate and playing. Annual dues of Junior Privilege members shall be set and determined in the same manner as annual dues for certificate and playing.

2. When the holder of a Junior Privilege no longer qualifies for a Junior Privilege based on the age requirements applicable thereto, the Junior Privilege membership shall automatically convert to a Playing Privilege membership.

3. The husband, wife, child, and single dependents, of a Junior Single Playing Privilege member are not entitled to use the Club facilities as part of the membership, nor are they entitled to use the Club facilities as "guests" to the extent doing so would allow them a discounted price or rate.

*Definitions:*

**"Junior Single Playing Privilege"** means one (1) individual under the age of twenty-nine (29) years, whose husband, wife, child, and single dependents, are not entitled to use the Club facilities based on their membership, nor are they entitled to use the Club facilities as "guests" to the extent doing so would provide them a discounted "guest" price or rate.

**"Junior Family Playing Privilege"** is the same as a Playing Privilege under this Article III except, in the case of married persons, both spouses are under the age of twenty-nine (29) years, or in the case of a single person that person is under the age of twenty-nine (29) years.

4. "Corporate Membership" is defined as one membership for business owners/presidents, companies, and their employees. The owner/President will be paid annually for one full membership. Under this membership their employees could play our course by tee time only and would pay a discounted fee per round plus any cart fees that would be applicable. A list of employees that will be eligible for play shall be provided to Benton CC. Only four employees will be allowed to play the course at one time during the weekend. A maximum of eight employees will be allowed at one time to play during the week (M-F).

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5. A nonresident membership would be for members that live outside 50-mile radius from Benton CC. A non-resident member must pay upfront. A limit of 35 round annually will be allowed.

D. Membership in the Club shall be terminated or suspended by an 8 of 11 majority vote of the Board of Directors for the following reasons:

1. Conduct unbecoming a member of this family-type organization.
2. Delinquency in payments.
3. Violation of established rules.

The Membership Committee shall investigate all complaints and violations and notify the offending individual, or if a minor, the parent, or guardian [member] of pending action. The offending individual [member] shall be given an opportunity to discuss the situation at a Board of Directors' meeting. Depending upon the severity of the infraction, the Board may choose to admonish in writing, suspend all privileges for a period of time, or terminate the individual's privileges [membership]. Repeat infractions shall be dealt with accordingly and all terminated individuals [members] will not be considered for future membership for a period of one (1) year. A terminated individual member shall forfeit to the Club all rights and interests in the Club and Club's property. A certificate member will be allowed thirty (30) days to sell the certificate privately, [or] turn the certificate over to the Club for the current market price as determined by the Board of Directors or continue to pay dues allowing non-terminated individuals playing under that membership to continue to have Club privileges.

E. The term of membership shall be one (1) year beginning on January 1<sup>st</sup> of each year. The term of membership of every member on December 1<sup>st</sup> of each year shall be automatically renewed for consecutive one (1) year membership terms, which will begin on January 1<sup>st</sup> of the following year. Any member joining after January 1<sup>st</sup> of a year shall have an initial membership term from the date the member joins through December 31<sup>st</sup> of that year, but shall be subject to consecutive automatic renewals as provided above. Termination of a membership shall be subject to the Article V.4.e.

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**ARTICLE IV – OFFICERS, DUTIES AND ELECTIONS**

A. The active management of the affairs of the Club shall be vested in the Board of Directors, herein called Board.

1. The Board members shall be eleven (11) in number and consist of nine (9) elected Board Members and two (2) selected Board Members from the Ladies Golf Association. All will serve three-year terms.

2. Vacancies in the Board membership, caused by death, resignation, or otherwise, shall be filled for the duration of the unexpired term of the Board member by vote of the Directors.

3. No person shall serve more than two (2) consecutive terms on the Board of Directors, except the two (2) selected Board Members from the Ladies Golf Association if approved by the nine (9) elected Board Members. After being off the

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Board for a period of one (1) year, the person may then be re-elected for another term or terms to the Board of Directors.

B. The elected Directors at their first meeting following their election shall elect from their group a President, Vice-President, Secretary, and Treasurer with the following duties:

1. The Officers and Directors of the Club shall be responsible for conducting the Club activities and business in keeping with the objectives of the Club, control the property and assets, receive and redress complaints, admit, suspend, terminate, and do all things necessary and requisite for the proper management of the Club. The Board shall have all powers necessary for the efficient operation of the Club, except the power of assessment which shall be governed by ARTICLE V – DUES AND ASSESSMENTS of these By-Laws.

2. The President shall be the principal executive officer of the Club. He/She shall preside at all meetings of the membership and The Board of Directors, shall sign the records thereof, and together with the Secretary, shall sign all contracts, leases, notes, and other legal instruments or papers executed by the Club. He shall also perform generally all the duties performed by Presidents of like-organizations and he shall with the approval of the Board of Directors, appoint the chairman of all committees and shall be a member ex-officio of all committees except the nominating committee.

3. The Vice-President shall perform the duties of the President in case of the absence or disability of the latter. In the event both President and Vice-President are absent or unable to perform their duties, the membership, or Board of Directors, as the case may be, may appoint a President Pro Tempore.

4. The Secretary shall keep Minutes of all the proceedings of the membership and Directors' meetings and make a proper record of the same, which shall be attested by him/her. He/she shall keep such records as may be required of him by the Board of Directors. He/she shall issue and attest all certificates, contracts, leases, notes and other legal instruments or papers executed by this Club. He/she shall generally perform such duties as may be required of him/her by the membership or Board of Directors.

5. The Treasurer shall receive and have in charge all money of the Club. He/she shall keep an accurate record of receipts and expenditures, shall pay out funds only as authorized by the Board of Directors, and shall present a statement of accounts at each meeting of the Directors and/or of the membership. He/she shall make a full financial report at the Annual Membership Meeting.

6. The President and Secretary shall be the proper persons to sign and issue all contracts, leases, notes and all other legal instruments or paper executed by this Club and upon which the Club is to be bound. Legal instruments relating to this Club shall be executed by the President and Secretary only after prior approval by a majority vote of the Board of Directors.

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7. The Officers and Directors shall not obligate the Club for any expenditure of more than Thirty-five Thousand Dollars (\$35,000) in any one transaction or on any one item except by majority vote of the membership present in a regular or special meeting.

C. Election of Directors shall be by secret ballot at the annual meeting of the membership. At least fourteen (14) days prior to the date of the annual meeting, the President shall appoint a nominating committee. This committee shall have the duty to select and present to the annual meeting of the membership nominees to fill vacancies in the Board of Directors. The name of any member in good standing may be nominated by the Committee, except that no person may be nominated who has not agreed to serve on the Board of Directors. Nominations for membership on the Board of Directors may also be made from the floor provided the person nominated is present and agrees to the nomination.

**ARTICLE V - DUES AND ASSESSMENTS**

A. Dues shall be charged to all members using the privileges of the Club facilities.

1. The dues and/or assessments imposed by this article shall be recommended by the Board of Directors and approved or modified by a two-thirds (2/3) majority vote of the membership at the annual meeting.

2. A revision of dues and/or assessments may be enacted at a special meeting of the membership only if each member is notified in writing at least seven (7) days prior to the date, time, and place of the meeting.

3. When such assessment is levied in accordance herewith, the failure of any member to pay such assessments shall be the same as failure to pay regular annual/quarterly dues.

4. Membership dues, which includes for purposes of this Article all cart shed fees or other fees owed by a member to the Club, are the primary source of revenue to operate and maintain the Club, therefore payment of membership dues is imperative, and the provisions hereunder concern payment of membership dues, particularly the consequences for failure to timely pay membership dues. ~~The following terms and conditions shall apply to membership and membership dues. To the extent of having been amended or added to this Article, the following provisions shall take effect April 18, 2010, and be applied prospectively from said date:~~

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a. Membership dues are due and payable on the first (1<sup>st</sup>) day of the month, in the minimum monthly amount ~~of the monthly dues (as prorated based on annual membership dues)~~. However, billing for membership dues will only be sent to the membership quarterly and thus annual or quarterly payment of membership dues is recommended and encouraged to prevent dues from becoming delinquent. It shall be the responsibility of each member to ensure their membership dues are timely paid and current.

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b. Membership dues shall be delinquent fifteen (15) days following the date the membership dues become due and payable, as outlined herein, and a delinquency charge of Sixteen Dollars and 50/100 (\$16.50) shall then be assessed to the member. A member whose membership dues are delinquent shall immediately have all Club privileges suspended, including those entitled to play on a membership, until the member's outstanding membership dues and delinquency charge(s) are paid in full.

c. When a member's membership dues are not paid within forty-five (45) days following the date the membership dues become due and payable, as outlined herein, including payment of all the delinquency charges, a second delinquency charge of Sixteen Dollars and 50/100 (\$16.50) shall be assessed to the member and the member's name may be put onto a written list of delinquent memberships, which list may be posted in the Club pro-shop or clubhouse.

d. When a member's membership dues are not paid within sixty (60) days following the date the membership dues become due and payable, as established herein, including payment of all delinquency charges, the member's membership shall terminate.

i. A certificate member, whose membership is terminated for reasons stated above, shall continue to have the member's account assessed with monthly membership dues and delinquency charges after the date of termination. When the outstanding account balance of the certificate member equals or exceeds Five Hundred Dollars (\$500.00), the Board shall cancel the certificate with the certificate being effectively redeemed by the Club and available for reissue. At any time prior to a certificate member's certificate being cancelled and redeemed by the Club, the certificate member shall be entitled to pay all accrued membership dues and delinquency charges and upon such payment their certificate membership shall be reinstated.

ii. A playing member whose membership is terminated or a certificate member whose membership is terminated, and certificate cancelled and redeemed, by reason of sixty (60) days delinquency as outlined above, shall be subject to the following conditions:

1. Ineligible to become a member of the Club or to use the Club pool or golf facilities as an either a dependent/family of another member or under any "guest privileges" of a member for a period of one year (1) from the date of termination.

2. Ineligible for any reduced initiation fee(s) or other 'membership drive incentive,' for a period of two (2) years from the date of termination. 'Membership drive incentives' shall be any discounts, waiver of costs or dues, or anything of value offered for a limited time and for the primary purpose of inducing prospective members to join the Club.

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- c. ~~Effective January 1, 2023, all membership shall be on an annual basis.~~ Members, with a current account, choosing not to renew their annual membership for the coming year must give written notice no later than December 1 of the current year. Anyone with membership in bad standing with outstanding dues must pay all amounts in arrears for remaining months owed to rejoin the club. No prepaid dues will be refunded.

i. A playing member terminating their membership by written notification, as stated above, shall be subject to the following conditions:

1. Ineligible to reinstate membership under any reduced initiation fee(s) or other 'membership drive incentive,' for a period of one year.

ii. A certificate member terminating their membership by written notification, as stated above, shall be subject to the following conditions:

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1. The certificate member's account shall continue to be assessed with monthly membership dues from the date of termination and when the certificate member's account balance equals or exceeds Five Hundred Dollars (\$500.00), the Board shall cancel the certificate, with the certificate being effectively redeemed by the Club and available for reissue. At any time prior to a certificate member's certificate being cancelled and redeemed by the Club, the certificate member shall be entitled to pay the account balance and reinstate their certificate membership.

- f. Any member entering active duty of the Armed Forces may, upon application to the Board, be relieved of the necessity of paying membership dues, providing the member or those entitled to membership, do not use the Club or its facilities, except if on leave for less than fourteen (14) days and for no more than two (2) times per year.

~~B. In order to resolve an extensive accumulation of past due and/or outstanding debts/accounts of members in bad standing, the following provisions are implemented and effective April 18, 2010:~~

~~1. Within sixty (60) days, from the effective date above, any member in bad standing with outstanding debts/accounts shall be entitled to pay the currently outstanding debts or accounts in full, without additional penalty or charge, and be reinstated as a member in good standing.~~

~~2. Within sixty (60) days, from the effective date above, any member in bad standing with outstanding debts/accounts may provide the Board with written~~



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~~notification of a request to come before the Board and address resolution of the member's bad debt, and the Board shall schedule a date and time for meeting with the member to address resolution of the bad debt, notifying the member of the same.~~

~~a. In an aforementioned meeting with a member to address resolution of the member's bad debt, the Board shall, by majority vote, either establish a plan for resolution of the member's bad debt or determine no resolution plan can be established and the debt is subject to all other provisions concerning bad debt.~~

~~i. Any plan of resolution of a member's overwhelming debt established by the Board shall provide no longer than six (6) months for resolution of the bad debt, and shall require any non-compliance with the plan, by the member, result in immediate termination of the plan.~~

~~3. Upon the expiration of sixty (60) days, from the effective date above, all members in bad standing, being those with past due and outstanding debts or accounts shall be terminated in accordance with the provisions of Article V.A.4., for non-payment and shall be subject to all conditions of such termination.~~

~~CB.~~ The provisions and conditions of Article V are non-exclusive and shall be applied in conjunction with each part of said Article and other Articles of the By-laws, when applicable and to the extent possible.

~~CD.~~ As used in Article V herein, for purposes of ceasing or suspending Club privileges the term "member(s)" shall include all persons entitled to play on a membership as provided in Article III.A.4.(a), but for all other purposes the term "member(s)" shall be limited to the person(s) registered as the member and their spouse, so long as the spouse remains married to the member.

#### **ARTICLE VI - MEETINGS**

A. The annual meeting of this Club shall be held on the last Monday of September of each calendar year. This is the annual business meeting for the Club and open to all subjects (i.e., dues, assessments, by-law changes) for discussion and/or approval.

1. The membership shall be notified by email at least seven (7) days prior to the meeting of the time and place of the meeting.

2. Annual reports shall be received, and Directors shall be elected at the annual meeting.

3. One-fifth (1/5) of the membership shall constitute a quorum for the annual meeting or any special meetings of the membership.

B. Special meetings of the membership of this Club may be called and set by the President with at least seven (7) days' notice to the members of date, time, place, and purpose of the meeting via email.

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C. Board of Directors' meetings shall be monthly and special meetings shall be held as called by the President.

1. Failure of any Officer or Director to attend three (3) successive meetings shall be good cause to declare a vacancy in the office held by such Officer or Director. Any such vacancy shall be filled by a majority vote of the active directors.

2. Seven (7) Directors shall constitute a quorum for meetings of the Board of Directors.

**ARTICLE VII - GUEST PRIVILEGES AND RESTRICTIONS**

A. During the week (Mon. – Fri.), excluding holidays in May through September, non-member Marshall County residents are permitted to golf, with payment of regular or then public green fees, cart fees and/or trail fees, subject to course availability and Club events. On weekends (Sat. – Sun.) and holidays in May through September, a member may bring up to three (3) non-member Marshall County residents to play golf as a regular guest, subject to course availability and Club events. A non-member Marshall County resident playing as a weekend/holiday guest shall be required to pay regular or then public green fees, cart fees and/or trail fees, and in no event shall any reduced member, out-of-county guest or house guest rate apply to a non-member Marshall County resident. Weekend/holiday non-member Marshall County resident guests shall be required to play in the same group or pairing as their member host. The foregoing restrictions shall not apply to a non-member Marshall County resident that is also a member of Calvert City Country Club, except they must pay regular or then public green fees, cart fees and/or trail fees, not to be reduced to any special guest rates or house guest rates, and play is subject to course availability and Club events.

B. Prospective members may have full use of the facilities for one visit with no fees, when accompanied by a Club member. These prospects shall sign a special guest book for record and follow-up file.

C. Out-of-county house guests of members may have full use of the pool and tennis courts with no fee, when accompanied by a Club member. These guests may play golf on a weekly (7-day) rate or on the regular daily rate, with such rates to be determined by the Board.

D. Any guest under the age of eighteen (18) shall be accompanied by a member at least eighteen (18) years of age.

E. A "member," as used under this Article, collectively encompasses, and includes all the individuals entitled to play or use Club facilities as defined herein. Therefore, for example, spouses could not each bring three (3) non-member Marshall County residents to play as weekend/holiday guests at the same time.

**ARTICLE VIII – COMMITTEES**

A. The President shall appoint chairpersons for the following committees for the efficient operation of the Club. Committee members shall be selected from the membership at large.

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Grounds Committee  
Rules Committee  
By-Laws Committee  
Insurance Committee

Tournament Committee  
Budget/Finance Committee  
Membership/P.R. Committee  
Pro Shop/Pool Committee

**ARTICLE IX – PROXIES**

Proxies, are only used to form a quorum at annual or special meetings

**ARTICLE X – DISSOLUTION**

Upon the dissolution of the Corporation, the Board of Directors pursuant to approval of a majority of the certificate members shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(7) of the Internal Revenue Code as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purpose.

**ARTICLE XI - AMENDMENT OF BY-LAWS**

The By-Laws shall be updated each year and any changes voted upon by the membership at the annual meeting. At least one-fifth (1/5) of the membership must be present to constitute a quorum and two-thirds (2/3) of those present must vote in favor of a proposed amendment in order for it to be effective.

Adopted on September 26, 2022, at the Annual Meeting.

Hunter York, President

Travis Ross, Secretary