



**CAMELBACK COUNTRY CLUB, INC.
BY LAWS**

An Arizona Corporation (the "Club")
D/b/a/ Camelback Golf Club
Adopted April 10, 2006

These Bylaws of Camelback Country Club, Inc. (herein the "Club") amend, restate and supersede all prior Bylaws of Camelback County Club which have no further force and effect.

ARTICLE I

MEMBERS

There shall be the following classes of members:

- (a) Voting Members
- (b) Inn Members
- (c) Regular Members
- (d) Founding Members

who shall have the privileges set forth below.

SECTION 1 – VOTING MEMBERS – Initially the Voting Members of the Club shall be those members who are found to be acceptable by the Membership Committee and who have purchased one (1) lot in the development known as CAMELBACK COUNTRY CLUB ESTATES. Each such initial Voting Member shall pay an initiation fee to the Club of Seven Hundred Fifty Dollars (\$750.00). There shall be as many Voting Memberships as the number of residential lots in the said development, not to exceed one hundred fifty-two (152). There will be only one (1) Voting Membership issued per lot. A Voting Member may only own one (1) Voting Membership at any one (1) time, except that, should a Voting Member own more than one (1) lot in Camelback Country Club Estates he may own one (1) Voting Membership for each lot which he owns. If at any of the following dates there is less than the number of Voting Memberships outstanding set forth in the following table:



Date	No. of Members Outstanding
December 31, 1976	108
December 31, 1977	130
December 31, 1978	152

then the aggregate number of Voting Memberships available to initial purchasers of lots shall be reduced by the difference between the actual number of outstanding Voting Memberships on such date and the amount set forth in the foregoing table. Any Voting Memberships no longer available to initial purchasers of lots will thereafter be available to Marriott Corporation, a Delaware corporation whose successor interest is Marriott International, Inc. which is operating a business in Arizona known as Camelback Inn (hereinafter in these Bylaws referred to as the “Inn”), for disposition by it upon the payment of such initiation fees as the Inn may determine or may be retained unissued by the Inn. Voting Memberships acquired and disposed of by the Inn will be subject to the preferential rights of lot owners as set forth in Article I, Section 4, and the provisions set forth in Article I, Section 10. Such Voting Memberships shall be subjected to the payment of the initiation fee established by the Inn, and the provisions of Article I, Section 10. The Inn shall not dispose of any Voting Memberships that may revert to it on or before December 31, 1978 if there are other outstanding Voting Memberships which remain unsold but, in no event shall the Inn be precluded from disposing of said memberships after December 31, 1978 except as otherwise limited by these Bylaws. The Inn shall have no voting rights with respect to such Voting Memberships at any meeting of the Members.

Each Voting Member shall have the following privileges:

- (a) The use by the Voting Member and his or her immediate family (spouse and children under twenty-one (21) years of age, unmarried and living at home) of the original eighteen hole golf course (herein called the Padre Course) and the subsequently added eighteen hole golf course (herein called the Indian Bend Course),



together with the clubhouse and all other recreational facilities of the Club, provided that the Voting Member and his or her family shall abide by reasonable rules and regulations adopted by the Club and shall pay the monthly Membership dues and fees prescribed by the Board of Directors for the use of such facilities. For the purposes of these Bylaws, the monthly Membership dues and fees to be paid by a Voting Member shall be determined and include only the following:

1. General Monthly Membership Dues. In addition to the monthly Membership dues payable through December 31, 2005, each Voting Member shall pay monthly Membership dues of Two Hundred Eighty-Two Dollars (\$282.00) per month, effective January 1, 2006 through December 31, 2006, which is the same as the monthly dues payable for the immediately preceding 2005 calendar year. Effective January 1, 2007 through December 31, 2007, each Voting Member shall pay monthly Membership Dues as determined by the Board of Directors, but no more than fifty percent (50%) of the average monthly membership dues charged to equity members in three (3) comparable private golf facilities. Effective January 1, 2008, and effective January 1st of each year thereafter, each Voting Member shall pay monthly Membership Dues as determined by the Board of Directors, but no more than the monthly Membership Dues payable for the then immediately preceding calendar year as increased (or decreased) by the annual percentage change in the CPI Index plus the Applicable Point(s) (as defined below), such annual percentage change in the CPI Index to be determined in accordance with Section 1(b) of these Bylaws (the “Annual CPI Index Change”). For the purposes hereof, the “Applicable Point(s)” means one (1) point for each of the seven (7) calendar years from 2008 through 2014, inclusive; two (2) points for each of the five (5) calendar years from 2015 through 2019, inclusive; and three (3) points for each calendar year from 2020 and beyond. For example, assuming that the CPI Index change from November 2012 to November 2013 is 2.5%, the Annual CPI Index Change effective January 1, 2014 would be 3.5%. However, in no event (i)



will any annual increase (or decrease) in the monthly Membership dues for Voting Members be greater than five percent (5%) of the monthly Membership dues payable for the immediately preceding calendar year, nor (ii) will the monthly Membership dues for Voting Members be greater than fifty percent (50%) of the aforementioned average monthly membership dues charged to equity members in those same three (3) comparable private golf facilities. The foregoing provisions of this Section 1(a)1 shall not affect the cart fees, locker fees and club storage fees set forth in section 1(a)2, Section 1(a)3 and Section 1(a)4 below. The comparable golf facilities which shall be used to determine the average percentage change in monthly membership dues shall be the Paradise Valley Country Club, the Phoenix Country Club, and the Arizona Country Club. In the event one or more of the foregoing country clubs shall cease operation, a substitute golf facility will be selected upon approval by six (6) of the seven (7) members of the Board of Directors.

2. Cart Fees. Each Voting Member shall pay a cart fee of Thirteen Dollars (\$13.00) per round, effective January 1, 2001 through December 31, 2001; commencing on January 1, 2002 and annually each year thereafter the cart fee per round may be changed by no more than the CPI change as set forth in Section 1(b) below, and in no event shall exceed the average of cart fees charged by the three (3) comparable golf facilities set forth above. Provided, however, a Voting Member may elect to walk rather than use a cart, in which event the Voting Member shall not be required to pay the cart fee and must carry his or her own bag or use a caddy. Under no circumstances will pull carts be allowed.
3. Locker Fees. Each Voting Membership shall pay an annual locker fee which shall initially be One Hundred Eight Dollars (\$108.00) per locker per year, effective January 1, 2001 through December 31, 2001. Commencing January 1, 2002, and on January 1 of each year thereafter, the fee per locker per year may be changed by no more than the CPI change as set forth below and in no

event shall exceed the average of locker fees charged by the three (3) comparable golf facilities set forth above. Provided, however, if a Voting Member shall elect not to use the locker, the Voting Member shall not be required to pay the locker fee.

4. Club Storage Fee. Each Voting Member shall pay an annual club storage fee, which shall initially be One Hundred Eight Dollars (\$108.00) per golf bag per year, effective January 1, 2001 through December 31, 2001. Commencing January 1, 2002, and on January 1 of each year thereafter, the fee per golf bag per year may be changed by no more than the CPI change as set forth below and in no event shall exceed the average club storage fee charged by the three (3) comparable golf facilities set forth above. Provided, however, if a Voting Member shall elect not to use the club storage service, the Voting Member shall not be required to pay the club storage fee.

(b) Except for the fees set forth in Section 1(a)(1), (2), (3) and (4) above, there shall be no other charges or fees assessed to Voting Members, unless approved or ratified pursuant to Article XV of these Bylaws. In no event shall the foregoing cart, locker and club storage fees be changed more frequently than once per year. The fees shall be established and may be changed as of January 1 of each year, commencing January 1, 2002, but in no event shall the fees in Section 1(a)2, Section 1(a)3 or Section 1(a)4 be changed by more than the annual percentage change in the CPI Index, rounded to the nearest cent. A CPI change will be determined by multiplying the fee for the immediately preceding calendar year by a fraction, the numerator of which will be the CPI index number for November of the immediately preceding year and the denominator shall be the CPI Index for the month of November of the year preceding the year for which there was last an adjustment in the fee. From the quotient derived from dividing the numerator by the denominator, there shall be subtracted the integer 1, and any resulting number shall be the percentage change. The product derived from the percentage change multiplied by the preceding fee to be adjusted plus the preceding fee shall be the adjusted fee. For example, assuming that the CPI Index change for each of the annual periods ending November 2000 and November 2001 is the same as the CPI



Index change from November 1998 of 164.20 to November 1999 of 168.50 ($168.50 \div 164.20 = 1.026$) or (2.6%), the maximum cart fee permitted for the year 2002 would be \$13.34 per round. Further provided, however, in no event shall the annual cart fee, locker fee or club storage fee be greater than the average of such similar fees charged by the three comparable golf facilities described above as of the month of November preceding the year in which there is to be a change. The "CPI Index" means the index number for the U.S. City Average, All Items -- All Urban Consumers (1982-1984 = 100) as published by the Bureau of Labor Statistics, United States Department of Labor. If the CPI Index shall no longer be published, then another comparable index published by any other federal agency shall be substituted by agreement of at least five (5) members of the Board of Directors, or absent such agreement, such substituted index shall be selected by the then presiding civil judge of the Superior Court for Maricopa County, Arizona, upon application of any two of such Board members. The base year used by any substituted index shall be reconciled to the aforementioned 1982-1984 = 100 base.

(c) The Voting Membership shall be entitled to elect three (3) directors to the Club Board of Directors. Each active Voting Membership shall be entitled to cast one (1) vote at the annual Membership meeting for each director to be elected by the Voting Members. Except as hereafter provided, directors elected by the Voting Members shall serve staggered three (3) year terms beginning in the year 2002. Initially one (1) director shall be elected to serve a one (1) year term, one (1) director shall be elected to serve a two (2) year term and the third director to be elected shall serve a three (3) year term. Beginning with the annual meeting of the Voting Members to elect directors for 2003, and each year thereafter, Voting Members shall elect Voting Member Directors for a term of three (3) years or to complete the term of the Voting Member Director who has resigned or whose office has been otherwise vacated.

(d) In addition to the Membership Committee set forth in Article I, Section 8, the Voting Members may form the following Committees, each of which will be comprised of not more than five (5) Voting or Regular Members:

1. Tournament Committee. The Tournament Committee shall establish and monitor the rules and regulations by the Men's Club and the Ladies' Club, and provide recommendations to the golf club staff regarding formats of Member tournament events.
2. Greens Committee. The Greens Committee shall obtain and receive suggestions from Members and shall meet with the Director of golf and Superintendent quarterly to enhance and exchange communications between the Members and the Club concerning turf related matters.

Voting Members shall elect the Members to serve on each Committee at the Voting Members Annual Meeting. In the event of a vacancy on such Committee, the Voting Member Directors may appoint a Voting or Regular Member to fill any such vacancy until the next annual election by Voting Members. A Voting Member elected to the Board of Directors shall be appointed by the Voting Member Directors to serve as an ad hoc member to each committee. Each committee shall provide the Board of Directors with a current roster of its members.

(e) A Member shall be entitled to invite up to three (3) guests per day to play golf. Provided, however, a guest of a Member must be accompanied by the Member on the golf course being played. Fees for play by Member guests shall be no greater than one-half the lowest posted green fee. Members shall be responsible to control the conduct of their guests to ensure they abide by the rules, regulations and decorum of the Club, and shall be subject to sanctions for a guest's misconduct by the Membership Committee.

(f) The Club shall have the right to use the Voting Members, "Members Only", designated dining area for holiday buffets on any or all of the following holidays: New Year's Day, Easter, Mother's Day, Thanksgiving and Christmas.

SECTION 2 – INN MEMBERS – Inn Members shall be such persons as hereinafter defined whom the Inn permits from time to time and at any time in its sole discretion, without restriction or limitation or action by the



Membership Committee, to exercise all of the privileges of Members in the use of all facilities and the golf courses and the Club. Inn Members shall be guests of the Inn, officers, supervisory employees, or business associates of the Inn, the guests of any of the foregoing, customers or others who have any business relationship with the Inn or its guests or who may promote or in any way related to the business of the Inn. Such persons shall be referred to as “Inn Members” and may exercise the rights set forth above for such periods of time as the Inn may from time to time specify. Except as set forth in and affected by Section 1(f) above, the Inn Members shall not be entitled to access or use of the “Members Only” designated dining area during normal business hours (i.e., 7:00 am – 5:00 pm).

The Club shall have the right to use the Voting Members, “Members Only”, designated dining area after normal business hours on any other days, but at no time during normal business hours unless first approved, in writing, by at least two (2) of the three (3) members of the Board of Directors who are elected by the Voting Members, with the Club to post an appropriate thirty (30) day advance notice of its use, provided that the days designated by the Club’s advance notice were not previously reserved for a Member scheduled event.

The Inn Members shall have no privileges regarding Voting Member tee time reservations or locker rooms nor, in any event, shall Inn Members interfere with or supersede such rights of Voting Members.

SECTION 3 – REGULAR MEMBERS – Regular members shall be such persons as may be designated by the Inn with the approval of the Membership Committee. Unless otherwise provided in these Bylaws, regular members shall have all the privileges and obligations of voting members, except that regular members shall not be entitled to vote at any meeting of the membership, or to preferential starting times under Article I, Section 7.

SECTION 4 – PREFERENTIAL RIGHTS OF LOT OWNERS – Excluding Voting Memberships available for sale under Article I, Section 10(b), any owner of a lot in the Camelback Country Club Estates, Phase 1, 2, 3, 4, 5 and 6, shall have a preferential right based on the date of application for the next available voting membership



arising under Article I, Section 1, or Section 10(d) and (e) and upon application and approval of the Membership Committee and the payment of all applicable fees, including the transfer fees, shall become a voting member.

SECTION 5 – LIMITATION ON NUMBER OF MEMBERSHIPS – The aggregate number of Voting and Regular Members shall not exceed two hundred twenty-five (225), and in no event shall the number of Regular Members exceed the difference between the number of Voting Memberships outstanding and available for issue and two hundred twenty-five (225); provided, however, that if the Board of Directors shall determine in good faith with consideration to all classes of members that the courses can accommodate more players than are using the courses, without increasing the frequency of play substantially over the frequency of play enjoyed by comparable clubs, then it may permit outside players, other than members, to use the courses for such period and upon the payment of such green fees as the Board of Directors deems advisable.

SECTION 6 – REGULAR MEMBER INITIATION FEES AND DUES – Regular Members shall pay initiation fees and dues as may be prescribed from time to time by the Board of Directors.

SECTION 7 -- PLAY -- The following provisions in this Section shall apply to each of the eighteen (18) hole golf courses of the Club, now known as the Padre Course and the Indian Bend Course, and shall supersede any contrary or more restrictive provisions now or hereafter set forth elsewhere in these Bylaws:

(a) Members of any class entitled to play will do so on the basis of assigned starting times. Starting times may be reserved no later than two (2) days in advance of the day for which the starting time is reserved, unless changed by the Board of Directors with ratification by a two-thirds (2/3) vote of the Voting Members voting at a meeting with a quorum present. All preferred and other tee-times on either course not reserved by members two (2) days in advance will become available on a first-come, first-served basis to all member and non-member players.

(b) Voting Members shall be entitled to preferred tee times over all other classes of



members or persons authorized to play. Except as provided below, the Padre Course as that course is now known shall be reserved for Voting Members to ensure Voting Members the right to play the preferred tee times and for other play by members. Unless the course is closed for a Major Golf Event as provided in subsection (c) below, beginning with the first available tee times for play through twelve o'clock noon, there shall be reserved daily four (4) tee times per hour available for reservation by Voting Members. The preferred tee times shall guarantee Voting Members play to begin on the 1st hole of the course to be played and permit eighteen (18) holes of golf. The balance of the starting times will be available to all classes of members as determined by the Club. Tee time reservations on the course not designated for member play, and after twelve o'clock noon on the course designated for member play, will become available to members or to any other persons who are authorized to play by the Club. To facilitate the efficient use of both courses for play by all members and persons otherwise authorized to play by the Club, when both courses are available for play, the Club shall designate one of the two golf courses as the course for member play on which the Voting Members' preferred tee times shall be reserved and shall be available for play by all members. In the event there is only one course available for play it shall be the designated member course. Unless otherwise approved by 6 of the 7 Directors, the designated course for member play shall alternate daily.

(c) Notwithstanding anything to the contrary, the Club may close both the Indian Bend Course and the Padre Course as those courses are now known for organized group or tournament play (individually a "Major Golf Event" or collectively "Major Golf Events"), subject to the following limitations:

1. The total number of Indian Bend and Padre Course closings to member play for Major Golf Events will not exceed twelve (12) days or partial days, individually or in any combination, per calendar year (the "Maximum Closure Days"); provided, that (i) there shall be no more than nine (9) Maximum Closure Days during each period of six (6) months from October 15 through the



following April 15, inclusive, and (ii) there shall be no more than three (3) Maximum Closure Days during each period of six (6) months from April 16 through the following October 14, inclusive.

2. The Indian Bend and Padre Courses will not be closed for more than three (3) days for Major Golf Events in any calendar month.
3. Major Golf Events can be held only on Monday through Friday, inclusive, of each week.
4. Closure of both the Indian Bend and Padre Courses for a Major Golf Event lasting more than two (2) consecutive days or any portion thereof, or for organized group or tournament play which shall interfere with the right of member play on the designated course, shall not occur.
5. Major Golf Events will not conflict with the Men's Member Guest, Men's Member Pro and the Ladies Member Guest events.
6. Tee times for Voting and Regular Members will be arranged on at least two (2) reasonably comparable alternative golf courses as determined and designated by the Club staff on days when the Indian Bend and Padre Courses are closed for Major Golf Events. The alternative golf courses shall be selected from a written list approved by the Board of Directors, which may be supplemented or amended by the Board of Directors from time to time. Every reasonable effort will be made by the Club staff to make the tee times on such alternative golf courses as close as possible to the tee times requested by the Voting and Regular Members. If the tee times at the alternative golf courses are made by the Club staff, the Club will be responsible for the green fees of the Voting and Regular Members at such alternative golf courses, but in any event the Voting and Regular Members will be required to pay the posted cart fees of the alternative golf courses at time of check in at the designated alternative golf course that the Voting and Regular Member plays. Guests of the Voting and Regular Members at the alternative golf courses will pay both the green fees and cart fees posted by the alternative golf course being played. Voting and Regular Members electing to play at a non-

alternative golf course, or whose tee times at a designated alternative golf course are not made by the Club staff, will be responsible for their own green fees and cart fees. Each reference to “Voting and Regular Members” or “Voting and Regular Member” in the foregoing provisions of this Paragraph 6 of Section 7(c) of the Bylaws shall include the immediate family (spouse and children under twenty-one (21) years of age, unmarried and living at home) of each Voting and Regular Member.

7. Organized group or tournament play shall be as otherwise scheduled by the Club, provided that in no event, and except for Major Golf Events scheduled in accordance with Paragraphs 1 through 6 of this Section 7(c), shall any scheduled organized group or tournament play interfere with the right of Voting Members to preferred tee times and play guaranteed above.
8. Notice of any Major Golf Event, shotgun starts or tournament play shall be given by posting a notice on the Club bulletin board at least thirty (30) days prior thereto.
9. If the Club’s Special Use Permit issued by the Town of Paradise Valley for the Padre or Indian Bend Course is changed or enforced by the Town so as to limit the number of Major Golf Events the Club is permitted to hold to less than those specified in Paragraph 1 of this Section 7(c), the monthly Membership Dues as most recently determined shall remain in place for a period of six (6) months after notification by the Club to the Voting Members of such limitation in the number of Major Golf Events (the “Dues Holding Period”). If by the end of the Dues Holding Period, an Amendment to the Bylaws dealing with an alternative method for determining the monthly Membership Dues, the Club’s use of the “Members Only” designated dining area and the number of Major Golf Events allowable has not been adopted by the Board of Directors and ratified by the Voting Members, thereafter the monthly Membership dues shall be determined by the Board of Directors pursuant to Section 1(a)1 of the Bylaws as Section 1(a)1 existed prior to the Amendments of which this Section 7(c) is a part, the Club’s use of the “Members Only” designated dining area shall be determined in



accordance with Section 1(f) of Article 1 of the Bylaws as Section 1(f) existed prior to the Amendments of which this amended Section 7(c) is a part and the number of days that the Club may close the Indian Bend Course and Padre Course shall be determined in accordance with Section 7(c) of Article 1 of the Bylaws as Section 7(c) existed prior to the Amendments of which this amended Section 7(c) is a part. Each reference to the “Bylaws” in this Paragraph 9 means the Bylaws of the Club adopted on October 29, 2001, and accepted on November 9, 2001.

SECTION 8 – MEMBERSHIP COMMITTEE – There shall be a Membership Committee of six (6) members, three (3) of whom shall be designated by the Board Members elected by the Stockholders, and three (3) elected by the Voting Members. Any person designated for regular Membership in the Club shall be deemed approved unless two-thirds (2/3) of the Membership Committee votes to the contrary. The Membership Committee shall vote on each application for a Voting Membership. An application for a Voting Membership shall be deemed approved unless two-thirds (2/3) of the Membership Committee votes to the contrary. The Membership Committee shall meet together from time to time and shall maintain up-to-date records as to each Membership category.

SECTION 9 – TERMINATION OF MEMBERSHIP – (a) Any Member of any class who shall be found guilty by the Board of Directors of violating the Bylaws of the Club or the rules of conduct adopted by the Directors, or of conduct injurious to the reputation of the Club, may be suspended for any period of time from use of the Club facilities, or expelled from Membership, provided that such action of the Board of Directors shall require the affirmative vote of not less than a majority of the Board of Directors.

(b) In any case, if any member of the immediate family of a Member of the Club of any class, as defined in this Article, and who as such is entitled to family privileges, shall be deemed guilty by the Board of Directors of violating these Bylaws or any rule of conduct adopted by the Board, or of conduct injurious to the reputation of the Club, the Board by majority vote, may temporarily or permanently withdraw from such person any or all of the



family privileges of the Club. No such family member shall have any right to be heard by the Board before such action is taken.

(c) Before any Member of any class may be suspended from use of the Club facilities or expelled from Membership, a complaint shall be filed by an officer, or by two (2) Members of the Board of Directors, or by ten (10) Voting Members of the Club. A copy of such complaint shall be served upon such Member, together with a notice of the time and place (not less than ten (10) days after the delivery of mailing of such notice) when the Board of Directors will consider such complaint. The Member complained of shall have the right to appear before the Board in person at such hearing and be heard touching the matters complained of. The decision of the Board after such hearing shall be final and conclusive, but any Member who shall have been suspended or expelled pursuant to this Section may be reinstated by affirmative vote of a majority of the Board of Directors at any time within three (3) months from the date of such suspension or expulsion.

(d) Any Member who shall have been suspended or expelled shall immediately and automatically forfeit his or her Membership to the Club and shall thereafter have no rights or privileges in the Club except as otherwise provided in these Bylaws and unless and until such suspended or former Member shall have been reinstated in good standing in the Club and such Membership is restored to him or her.

(e) Members of any class may resign from Membership in the Club at any time upon payment of all their indebtedness to the Club.

(f) If the dues or any other indebtedness of any Member shall remain unpaid for a period of sixty (60) days after a proper statement or notice of such indebtedness shall have been mailed to him, by the Club, in such event, the Membership of such delinquent Member shall, in the discretion of the Board of Directors, be terminated and the Member excluded from use of the Club facilities, with his or her Membership to be sold in accordance with Article I, Section 10. Such termination of Membership rights shall not prejudice or affect in any manner the right of the Club to collect such delinquent indebtedness in any legal way. Any Member whose Membership shall have



been terminated pursuant to this Section may be reinstated by a majority vote of the Board of Directors within three (3) months after the date of such termination, upon the payment of all indebtedness to the Club, including current dues to the date of such reinstatement.

SECTION 10 – TRANSFERABILITY OF MEMBERSHIP – (a) The rights of Regular Members shall be non-transferable.

(b) A Voting Membership which was initially issued to a lot owner of Camelback Country Club Estates may be transferred by the owner of the Voting Membership, his personal representative, heirs or legatee, as follows:

1. In the event a Voting Member shall sell his lot in Camelback Country Club Estates, such Voting Member may transfer his or her Membership to the purchaser thereof if the proposed transferee is accepted by the Membership Committee and upon payment to the Club of the applicable transfer fee. If a Voting Member does not transfer his or her Membership to the purchaser of his or her lot, such Voting Member may retain his or her Voting Membership and all rights and privileges relative thereto.
2. If a Voting Member desires to transfer his or her Membership to the Voting Member's father, mother, brother, sister, son, daughter, or grandchild, or to the spouse of any of the foregoing, such Voting Member may do so if the proposed transferee is accepted by the Membership Committee and upon payment to the Club of the applicable transfer fee. A Voting Member may transfer his or her Membership to a grantor's trust for his or her benefit and continue the rights and privilege of Membership without the requirement of approval by the Membership Committee or the payment of the transfer fee. In the event the Voting Member's trust shall transfer the beneficial or legal ownership of the Membership to any other person, the Membership may be transferred provided the proposed transferee is accepted by the Membership Committee and upon payment to the Club of the applicable transfer fee. Any such transfer is subject to compliance with Section 3 below. In the



event of a transfer by a Member to a trust, the Member shall notify the Membership Committee of the transfer. A Voting Member may affect the transfer of his or her Membership to any other person by Will or testamentary trust or in the absence thereof by intestate distribution if the proposed transferee is accepted by the Membership Committee and upon payment to the Club of the applicable transfer fee.

3. If a Voting Member desires to sell or transfer his or her Membership other than as provided in Section 10(b)(1) and (2) above, he or she shall do so by first placing the Membership with the Club for a period of thirty (30) days for sale to a lot owner of Camelback County Club Estates pursuant to Section 4 above, concerning “preferential rights”, for the established price and applicable transfer fees. If at the end of thirty (30) days from the date the Voting Member shall have placed his or her Membership with the Club for sale, the Membership has not been sold to a lot owner pursuant to preferential rights, the Membership may be sold to any eligible applicant accepted by the Membership Committee. If after the thirty (30) day period the Voting Member does not designate a purchaser for the said Membership as provided below, but subject to an applicant with preferential rights being approved by the Membership Committee, the Membership shall be sold at the established price and the Voting Member shall accept the same. A Voting Membership transferred pursuant to this Section, Section 10(b)(3), may be transferred to an individual other than a lot owner in Camelback Country Club Estates. Once a Voting Member shall place his or her Membership with the Club for resale, he or she shall no longer be considered an active Member in good standing entitled to the rights and privileges of Membership or use of the Club facilities and shall not be obligated to pay monthly dues. A Voting Member placing his or her Membership with the Club for sale shall not be entitled to the return of his Membership without the approval of two-thirds (2/3) of the Members of the Membership Committee and majority of the Board of Directors. Except as



provided below, all Voting Memberships which have been placed with the Club for sale shall be held by the Club for resale and transfer in order according to the date and time the Membership was placed with the Club. However, subsequent to the aforesaid thirty (30) day period, if the Membership has not been sold to a lot owner pursuant to the aforementioned preferential rights, a Voting Member who shall have placed his or her Membership with the Club for resale, may designate a purchaser, and the Voting Membership may be sold or transferred by the Voting Member to his or her designee at a price acceptable to the transferring Voting Member and payment of the applicable transfer fees to the Club. If the designated purchaser is acceptable to the Membership Committee and otherwise eligible for Membership, the Club shall sell the Membership to the designated purchaser without regard to the date the Membership was placed with the Club or to other Memberships placed with or held by the Club. Upon the sale of the Voting Membership, the Club shall pay the proceeds of the sale, exclusive of the transfer fees, to the Voting Member, heirs or legatees, in accordance with the provisions of subparagraph (f) below.

4. If the Voting Membership is not transferred or placed with the Club by the Voting Member, his or her personal representative, heirs or legatees, and such Membership is not retained in good standing by the payment of the required monthly Membership dues, then the Voting Membership shall be deemed held by the Club and shall be sold pursuant to Section 10(b)(3) above, subject to the “preferential rights” under Article I, Section 4. Upon the payment by the applicant to the Club of the established price and transfer fee, all in accordance with the priority rights of sale as herein provided, the proceeds of sale, exclusive of the transfer fees and other amounts due, shall be distributed in accordance with subparagraph (f) below.

(c) In the event a lot owner Voting Member who purchased his or her Voting Membership prior to December 31, 1978, sells his or her lot in Camelback Country Club Estates and transfers his or her Voting

Membership to the purchaser of the lot, he or she shall become eligible and shall upon application be issued a Regular Membership in the Club. There shall be no additional initiation fees required to be paid by such Member, provided the Member shall continue the uninterrupted payment of the established monthly dues for a Regular Membership.

(d) Notwithstanding anything to the contrary contained herein, a Voting Membership initially acquired by the Inn pursuant to Article I, Section 1 shall be clearly designated as such and, in the discretion of the Inn, may be disposed of or retained by the Inn as provided in Article I, Section 1, or may be transferred by the Inn to a Regular Member who has agreed to convert his or her Regular Membership (hereinafter called a “Converted Membership”) to a Voting Membership in accordance with and subject to the following:

1. The Converted Membership shall be and have all the privileges of a Voting Member, except as hereinafter provided.
2. The Converted Membership shall pay the monthly Membership dues and fees prescribed by the Board of Directors for Voting Members.
3. The Voting Membership shall be transferred by the Inn to the Member upon the payment of a Thirty Thousand Dollars (\$30,000.00) conversion fee to the Inn; provided, however, in the event of a Voting Membership is transferred to a Member after December 6, 1999, the conversion fee shall be determined by the Board of Directors in its sole and absolute discretion, but shall not be less than Thirty Thousand Dollars (\$30,000.00). No other initiation or transfer fees shall be charged for the transfer of the Voting Membership to the Member. All conversion fees received by the Inn shall be expended on for the renovation of the Padre Course and the Clubhouse.
4. The Regular Membership formerly held by the Member automatically shall lapse upon the transfer of the Voting Membership to the Member.
5. The approval of the Membership Committee shall not be required for this Member.
6. The transfer of the Voting Membership by the Inn to the Member shall not be subject to the preferential rights of lot owners under Article I, Section 4, but any further transfer of the Voting Membership by the Member or his or her successors and assigns shall be subject to the preferential rights set forth in Article I, Section 10(b)(3).
7. Except for a Permitted Transfer (as hereinafter defined), a Converted Membership shall not be sold or otherwise disposed of for three (3) years after the conversion to a Voting Membership. The term “Permitted Transfer” shall mean a transfer of such Voting Membership caused by the death or divorce of the Member. If a Converted Membership is transferred other than as a Permitted Transfer, the Member shall pay to the Club upon his or her receipt of the same one hundred percent (100%) of the established price or other fees payable to such Member by the transferee and such transfer shall be deemed null and void.



(e) Voting Memberships which have been placed with the Club for resale pursuant to Article I, Section 10(b)(3) above shall be sold prior to the sale of Voting Memberships acquired by the Club pursuant to Article I, Section 1, 9 or 10(b)(4). If there are no such Voting Memberships held by the Club for resale, the Club in accordance with these Bylaws may sell any Voting Memberships it has acquired.

(f) Any indebtedness owed to the Club by a Member shall constitute a lien upon his or her Membership rights and must be satisfied before such Membership rights may be transferred on the books of the Club. In the event of a sale and transfer of a Voting Membership, the owner of which is indebted to the Club, the Club may set and satisfy from any proceeds of the sale of the established price, any indebtedness owed to the Club by the Member. Upon the sale and transfer of a Voting Membership placed with or held by the Club, the Club shall use reasonable efforts to attempt to locate and pay the proceeds of the sale of the Voting Membership to the retired Voting Member. If after such reasonable efforts to locate the Voting Member are exhausted without success, and the member fails to claim the proceeds of sale or advise the Club of his or her whereabouts within three (3) months from the date of the sale of his or her Membership, then the established price shall be paid into a fund maintained by the Voting Membership for its general use.

(g) Records containing the names of all Voting Members, their last known post office address, the names of the persons from whom and to who transfers of Memberships are made and the dates of transfer or other disposition of the Membership shall be maintained at the Club under the supervision of the Secretary. All transfers shall be made through the Secretary of the Club or his or her designated representative. Such records shall be opened to inspection by any Voting Member during business hours.

(h) The term “established price” shall be the price payable to a Voting Member of the Club for a Voting Membership and shall be established by the Voting Members once each year at the annual meeting or a special meeting of the Voting Members. If the Voting Members fail to establish said price at such meeting, then it may be established by the Board of Directors at a price not less than the previously established price. If the Voting



Members and the Board of Directors shall neglect to establish a price for the Voting Membership, then the price shall be the last established price. Voting Memberships held or acquired by the Club shall be sold for the established price.

(i) The transfer fee shall be the payable to the Club upon transfer of a Membership and shall be established by the Board of Directors of the Club and shall in no event exceed two-thirds (2/3) of the average transfer fee charged by the “comparable golf facilities” as defined in Article I, Section 1(a). In no event shall the transfer fee be less than Seven Hundred Fifty Dollars (\$750.00) nor exceed One Thousand Dollars (\$1,000.00)

SECTION 11 – FOUNDING MEMBERS – Messrs. Marvin L. Folkman, Jarrett S. Jarvis, Arthur Peterson and Robert W. Goldwater shall be founding members of the Club and as such shall have all the privileges and obligations of regular members, except that no dues shall be paid by them. Founding members shall not affect the number of other Memberships available.

SECTION 12 – MEMBERSHIP MEETINGS – The annual Voting Membership meetings shall be held prior to the annual Stockholders meeting of the Club. Each Voting Member shall be given ten (10) days written notice of the annual meeting and may attend the same in person or by proxy. Special meetings of the Voting Members may be called by the President, any two (2) of the Directors or at least twenty-five percent (25%) of the Voting Members. Each Voting Member shall be given ten (10) days written notice of a special meeting and may attend the same in person or by proxy. A quorum at any meeting of the Voting Members shall be at least fifty percent (50%) of the Voting Members, present in person or by proxy, and, except as otherwise provided by these Bylaws, the action by a majority of those Members voting at any meeting at which a quorum is present shall be conclusive. The Voting Members may select whatever representatives they deem necessary to represent them.

SECTION 13 – RULES AND REGULATIONS – The Board of Directors may adopt and change the rules and regulations governing the use of the golf courses and the Club facilities and the conduct of Members not inconsistent with these Bylaws.



ARTICLE II

BOARD OF DIRECTORS

SECTION 1 – The business and property of the Club shall be managed by its Board of Directors. The Board of Directors shall consist of seven (7) members. The outstanding Voting Memberships shall be entitled to elect three (3) directors who shall be Voting Members in good standing, or their spouses. The balance of the Board of Directors shall be elected by the Stockholders of the Club.

SECTION 2 – VACANCIES – In case of any vacancy in the Board of Directors, the remaining members of the Board who were elected by the persons who elected the vacated directorship may elect a successor director or directors to hold office until the next meeting of the Stockholders and Voting Members.

SECTION 3 – REGULAR MEETINGS – A regular annual meeting of the Directors shall be held within ten (10) business days after the adjournment of each annual Stockholders meeting at the place at which such Stockholders meeting was held. Regular meetings, other than the annual meeting shall be held at regular intervals at such places and at such times as the Board of Directors may from time to time by resolution provide.

SECTION 4 – SPECIAL MEETINGS – Special meetings of the Board of Directors shall be held at the place specified in the notice whenever call by the President, Vice-President, or by a majority of the Board. By unanimous consent of the Directors, special meetings of the Board may be held without call or notice at any time or place. Notice of all calls and meetings of the Board of Directors shall be as provided in Article IX of these Bylaws.

SECTION 5 – QUORUM – A quorum for the transaction of business at any meeting of the Board of Directors shall consist of a majority of the Board then in office; provided that at least a majority of those present are persons elected by the Stockholders, unless specifically and expressly waived in writing by the Stockholders.



ARTICLE III

OFFICERS

SECTION 1 – Directors shall elect or appoint the officers of the Club. Such election or appointment shall regularly take place at the first meeting of the Directors, following the annual meeting of the Stockholders; provided, however, that elections of officers may be held at any other meeting of the Board of Directors.

SECTION 2 – The Board of Directors may appoint such other officers, in addition to the officers herein below expressly named, as they shall deem necessary, who shall have such authority to perform such duties as may be prescribed from time to time by the Board of Directors or by the President.

SECTION 3 – All officers and agents shall be subject to removal at any time by the affirmative vote of the majority of the members of the Board of Directors.

ARTICLE IV

PRESIDENT

The President shall be the chief executive of the Club, and shall exercise general supervision over its property and affairs. The President shall sign on behalf of the Club all certificates of stock, Voting Membership certificates, conveyances, mortgages, deeds of trust, and contracts of material importance to the Club's business, and shall do and perform all acts and things which the Board of Directors may require of him or her. The President shall receive such compensation for his or her services as may be fixed or approved by the Board of Directors.

ARTICLE V

VICE-PRESIDENT

In the event of the President's absence or inability to act, the Vice-President shall have the powers of the President. The Vice-President shall perform such other duties as the Board of Directors may impose upon him or her, and shall receive such compensation as may be fixed or approved by the Board of Directors.

ARTICLE VI



SECRETARY

The Secretary shall keep the minutes of the Club, its stock books and such books and records as these Bylaws or any resolution of the Directors may require him or her to keep. The Secretary shall be the custodian of the seal of the Club, and shall affix the seal to all papers and instruments requiring it. The Secretary shall perform such other services as the Board of Directors may impose upon him or her, and shall receive such compensation as the Board of Directors may fix or approve. An assistant secretary may, at the discretion of the Board of Directors, be elected, such assistant secretary, in the event of the Secretary's absence or inability to act, to perform the duties and functions of the Secretary.

ARTICLE VII

TREASURER

The Treasurer shall have the custody and control of the funds of the Club, subject to the action of the Board of Directors, and shall, when requested by the President to do so, report the state of the finances of the Club at each annual meeting of the Stockholders and at any meeting of the Directors. The Treasurer shall perform such other services as the Board of Directors may require of him or her and shall receive such compensation as the Board of Directors may fix or approve.

ARTICLE VIII

CHAIRMAN OF THE BOARD

The Board of Directors may elect a Chairman of the Board who shall preside at all meetings of the Board of Directors and have such other duties of the President as the Board of Directors may designate.

ARTICLE IX

CALLS AND NOTICES OF MEETINGS

SECTION 1 – At least ten (10) days (inclusive of the date of meeting) before the date of any meeting of the Stockholders or Voting Members, the Secretary shall cause a written notice setting forth the time, place and general



purpose of the meeting, to be delivered personally or deposited in the mail, with postage prepaid, addressed to each Stockholder or Voting Member of record at his or her last post office address as it then appears on the books of the Club.

SECTION 2 – Special meetings of the Board of Directors may be called by the President (or in absence of the President, by the Vice-President), or by a majority of the Board of Directors, and notice of such meeting shall be given to each directly, orally or in writing, at least twenty-four (24) hours before the time fixed for the meeting, and such notice shall advise each Director as to the time, place and general purpose of the meeting, and shall be delivered personally or by telephone, telecopy or telegram, or mailed, postage prepaid to each Director at his or her last post office address as it appears on the books of the Club. No notice need be given of regular meetings of the Board of Directors.

SECTION 3 – Whenever all of the Stockholders shall meet in person or by proxy such meetings shall be valid for all purposes without call or notice or waiver of call and notice, and at such meetings any corporate action may be taken. Whenever all of the Directors meet, such meetings shall be valid for all purposes without call or notice, or waiver of call and notice. No call or notice of any meeting of Stockholders or Voting Members or Directors, shall be necessary if waiver of call and notice be signed by all of the Stockholders or Voting Members or Directors, whichever the case may be.

SECTION 4 – All meetings of the Directors and Voting Members shall be held at the Club's facilities or such other reasonably convenient place within Maricopa County, Arizona, as may be designated by the Board of Directors.

ARTICLE X

INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Club shall indemnify each present and future director and officer of the Club against any costs and expenses which may be imposed on or reasonably incurred by him or her in connection with any claim, action, suit



or proceeding (whether brought by the Club, a receiver, a trustee, one or more shareholders or creditors, any governmental body, any public official, any private person or any other corporation or entity) hereafter made or instituted in which he or she may be involved by reason of his or her being or having been a director or officer at the Club (whether or not he or she continues to be a director or officer at the time of imposition of such costs or incurring of such expenses), such costs and expenses to include the cost to such director or officer of reasonable settlements (other than amounts paid to the club itself). The Club shall not, however, indemnify such director or officer with respect to matters as to which he or she shall be finally adjudged in any such action, suit or proceeding to be liable because of dereliction in the performance of his or her duties as such director or officer or (except with the approval of a court of competent jurisdiction, a disinterested majority of the Board of Directors or of any committee or group of persons to whom the question may be referred by the Board) with respect to any matter on which a settlement is effected if the amount paid by the director or officer in such settlement shall substantially exceed the expenses which might reasonably be incurred by him or her after the date of settlement in conducting litigation to a final conclusion. The foregoing right of indemnification shall not be exclusive of other rights to which any person concerned may be entitled as a matter of law and shall inure to the benefit of the heirs, executors, administrators and assigns of any such person.

ARTICLE XI

SEAL

The seal of the Club shall be impressed as follows:

ARTICLE XII



STOCK CERTIFICATES

SECTION 1 – FORM OF CERTIFICATE – Each certificate of stock shall express on its face the par value, if any, of the shares, and shall indicate the shares are fully paid and nonassessable.

SECTION 2 – ISSUANCE – All certificates of stock shall be signed by the President or Vice-President and by the Secretary or an assistant secretary and the seal of the Club shall be impressed thereon. The name of the initial owner of each certificate and the number of shares represented by it shall be entered on its stub.

SECTION 3 – TRANSFER – Certificates of stock shall be transferred on the books of the Club by assignment made by the owner, his or her attorney in fact or legal representative, and by delivery of the certificate to the Secretary of the Club for transfer, together with such further supporting documents as the Club may reasonably require. Each certificate surrendered for transfer shall be marked “Cancelled” by the Secretary and an incision of the certificate shall be made through the names of the subscribing officers, and the cancelled certificate shall be affixed to its stub.

SECTION 4 – LOST CERTIFICATES – Should the owner of any certificate of stock make application to the Club for the issuance of a duplicate certificate by reason of the loss or destruction of his or her certificate, the owner shall accompany his or her application by an affidavit setting forth the time, place and circumstances of such loss or destruction, together with a bond in such amount and with such surety or sureties acceptable to the Secretary of the Club, indemnifying the Club against such loss as it may suffer by reason of the issuance of a duplicate certificate or the refusal to recognize the certificate that was allegedly lost or destroyed. Upon satisfaction of the foregoing a duplicate certificate may be issued. The duplicate certificate shall be marked “Duplicate”, and the stub of the certificate lost or destroyed shall indicate the issuance of the duplicate. The Board of Directors may, in its discretion, waive the requirement of a surety or sureties on the bond.

ARTICLE XIII

MEMBERSHIP CERTIFICATES



The Club shall issue certificates of Voting Memberships and such other evidences of Membership as the Board of Directors may from time to time prescribe. The Voting Membership certificates shall be signed by the President or Vice President and Secretary of the Club. The Club shall maintain an up-to-date list containing the names and addresses of all current Voting Members, and a transfer record indicating the source of the Member's voting certificate and rights, and upon written request from any Voting Member, should provide a copy thereof to the requesting party. Membership rights and certificates may be voided automatically by the Board of Directors in the manner described in these Bylaws.

ARTICLE XIV

DIVIDENDS

Dividends on the issued and outstanding stock from the surplus or net profits of the Club may be declared by the Board of Directors from time to time, payable to the owners of record of the stock of the Club outstanding at such date as the Board of Directors may specify.

ARTICLE XV

AMENDMENT AND REPEAL

These Bylaws may be amended at any time by the majority vote of the Board of Directors; provided, however, that no amendment reducing the number of privileges of Voting Members, increasing the number or privileges of other members or any other class, or changing the provisions with respect to dues and fees and other charges to Voting Members, closing the courses for a Major Golf Event, organized group or tournament play, voting rights, the number of directors, play, transferability or amendment may be made without ratification of two thirds (2/3) of the Voting Members voting at a meeting at which a quorum is present.

ARTICLE XVI



MISCELLANEOUS

(a) The failure of a Voting or Regular Member to exercise any right granted under these Bylaws, to seek enforcement or to require the Club, Directors or Inn to abide by or comply with the Bylaws, rules or regulations of the Club shall not constitute a waiver or release of the obligation of the Club, Directors or Inn to abide thereby.

(b) The rights of Voting and Regular Members to play golf shall apply to both the Padre Course and Indian Bend Course as those courses are now known or may be known in the future.

Accepted for the Camelback Country Club Board of Directors this 10th day of April, 2006:

By: _____
Ralph Scatena, President and a Director

By: _____
John Rae, Vice President and a Director

By: _____
Chris Sullivan, Secretary and a Director

By: _____
Rudy Blanco, Treasurer and a Director

By: _____
Rob Bartley, Director

By: _____
Everett Davis, Director

By: _____
Joe Fassler, Director