

CLUB  
WALDEN

WALDEN BY-LAWS

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## *Introduction*

Club Walden, located at 585 Country Club Lane, Aurora, Ohio 44202 is a private club operated primary for the use of its members by the owners of the Club. The following By-Laws have been adopted for the clubhouse, golf course, exercise area, tennis courts, swimming pool, and club grounds. These rules have been carefully considered and we request your compliance so that all may enjoy the benefits of the Walden (hereinafter **referred to as “the Club”**), and its facilities. Members are always invited to make constructive suggestions. Please be assured that they will be received and carefully considered. The members of the Club shall make all such recommendations and suggestions to the owners of the Club through the Walden management staff or the Advisory Board. Each candidate for membership will be required to read and sign a copy of the By-Laws, which will be submitted to the Club along with the application for membership. If a member has not signed an application or the By-Laws, the rules of the Club still apply to all members and guests.

## *Article I*

### Classifications of Membership

#### SECTION I *Classes of Members*

- A. Full Golf Membership
- B. Ladies Golf Membership
- C. Widows Golf Membership
- D. Weekday Golf Membership
- E. Junior Golf Membership
- F. Sport Membership
- G. Dining Membership
- H. Dining and Entertaining Membership

#### SECTION II *Full Golf Membership*

Persons having reached the age of 21 shall be eligible for membership in Club Walden and shall enjoy full privileges including golf, exercise, swimming, tennis, equestrian center, dining facilities and social activities. A Full Member is defined as one who may have contributed initiation fee requirements and is paying Full Member dues. Also included are privileges for spouses and children under applicable rules and regulations.

All Full Golf Member may designate one family member to be the Full Golf member per Calendar year.

#### SECTION III *Ladies Golf Membership*

Females having reached the age of 21 are eligible for membership in Club Walden and shall enjoy privileges including golf, exercise, swimming, tennis, equestrian center, dining facilities and social activities.

#### SECTION IV *Widows Golf Membership*

The widow of a Full Golf Member is eligible for membership privileges including golf, exercise, swimming, tennis, equestrian center, dining facilities, and social activities.

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SECTION V *Weekday Golf Membership*

The Weekday Golf Membership includes golf privileges on all days except Saturday, Sunday and Holidays and is only available to previous Full Members. Special circumstances may permit the member to play in special Walden Golf events. Such opportunities may be determined by space availability and will be at the discretion of the Director of Golf.

SECTION VI *Junior Golf Membership*

The Junior Golf Membership entitles persons ages 21-39 to enjoy privileges such as golf, pool, fitness, tennis, equestrian center, dining facilities and social activities. Privileges for their spouses and children under applicable rules and regulations are included. The Junior Golf Membership follows the more senior spouse.

SECTION VII *Sport Membership*

Persons having reached the age of 21 are eligible for membership in the "Club" and may enjoy the privileges of the pool, exercise, tennis, equestrian center, dining facilities, and social functions. Golf privileges are included under certain limitations and the member maybe invited as a guest of a Golfing Member and all appropriate charges are billed to the Golf Member.

SECTION VIII *Club Dining Membership*

Club Dining Members are entitled to use all dining facilities and attend social activities.

SECTION IX *Dining & Entertainment Membership*

Dining and Entertainment Members are entitled to use The Barn and Inn for dining facilities and social activities. This Membership classification is no longer

available. All current Dining & Entertainment's are grandfathered.

SECTION X *Spouses and Children*

Member spouses are entitled to the same privileges as the member. Member children who reside at home and who are under the age of 25 and unmarried are entitled to the same privileges as the member subject to the rules and regulations of the Club.

SECTION XI *Availability of Membership*

Walden Management has the right to introduce a new membership category, limit, or close a category of membership at any time.

SECTION XII *Resident Property Damage*

The Club is not responsible for damages to a **Walden residence or to a Member or guest's** personal property caused by a golf ball, golf club, and tennis ball or tennis racket. The individual using the sporting equipment will be solely responsible for any damages caused by the use of said equipment.

## *Article II*

### Eligibility for Membership

SECTION I

In order to be eligible for membership in the Club, an individual must be of good standing in the community and possess other qualifications as the Club, from time to time, may prescribe. Different levels of membership in the Club and the respective fees and membership dues relating thereto are determined by the Club and may be changed at any time. A minimum of thirty days notice will be given in the event dues are increased.

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*Article III*

Admission to Membership

SECTION I

Applicants for membership in the Club will complete and submit a membership application, along with the applicable fee and a signed copy of the By-Laws. The Bylaws and application documents will remain in effect throughout the membership.

SECTION II

Upon the written approval and acceptance of the Club, the applicant will be notified by the Club of the effective date of membership and the membership number.

SECTION III

Membership dues accrue from the date of admission to membership. Dues may be paid annually, quarterly or monthly.

*Article IV*

Membership Identification

SECTION I

Members of the Club in good standing will be provided a numbered membership card, which shall serve as an identification card.

SECTION II

Members must present their membership cards, for the purpose of identification, when requested.

SECTION III

Any persons other than the members to whom they are issued may not use membership cards.

SECTION IV

**In the event that a member's card is lost or stolen, the Club must be notified in writing immediately.**

*Article V*

Guests

SECTION I

Members of the Club in good standing are entitled to invite guests to the Club. Guest privileges may be restricted at the discretion of the Club.

SECTION II

Sponsoring members are responsible for the conduct of each of his/her guests while at the Club and for payment of any guest fees. If the manners or appearance of any guest is deemed inappropriate, the sponsoring member shall, at the request of the Club, cause such guest to leave the Club premises.

*Article VI*

Termination of Membership by Member

SECTION I

Members who wish to terminate their Club membership must do so in writing 30 days prior to their intended departure. Termination will not be in effect until such notice is received in the Club Office. Notwithstanding such termination of membership, such member shall remain liable for any club account or membership dues (including the membership dues in respect to the year during which such membership terminates). Such member is not entitled to a refund of any part of any entrance fee or membership dues paid by to the Club.

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*Article VII*

Termination of Membership by the Club

SECTION I

The Club may terminate the membership of any member by giving written notice if, in the judgment of the Club such member is:

- (a) Guilty of conduct unbecoming a gentleman or a lady either on or off the Club premises; or
- (b) Has violated these By-Laws or the rules regarding the use of the Club; or
- (c) Defaults in payment, when due, of his membership dues, or club accounts.

Notwithstanding termination of membership, members remain liable for any unpaid club account or membership dues with respect to the quarter during which membership is also terminated.

Walden Management reserves the right to terminate membership for any reason in their sole discretion at any time. If the management revokes a membership, the member may not receive a reimbursement of any initiation fee paid to the Club and the revocation will be at the sole discretion of Walden Management.

SECTION II

The Club may, at any time, restrict or **suspend a member's right to use any facility of the Club** if the Club determines that restriction or suspension is in the best interest of the Club and its members. Members whose rights to use the facilities are restricted or suspended will not be entitled to any refund of any fee or membership dues.

*Article VIII*

Duration of Membership

SECTION I

Regular members are entitled to continue their membership unless terminated in accordance with Article VI or Article VII.

*Article IX*

Membership Status Change

SECTION I

Members in good standing may request member status change or conversion of membership by submitting an application along with the appropriate additional fees to the Club. Members in good standing will be afforded priority over any non-member on the waiting list.

SECTION II

Membership rights may not be transferred to another person without expressed approval of the Club.

*Article X*

Payment of Dues and Club Accounts

SECTION I

Membership dues and club accounts are deemed delinquent if not paid within ten (10) days after billing. If the membership dues or club accounts of any member are delinquent, the Club may, at its option, take any action that it deems appropriate under the circumstances including, but not limited to, (I) the suspension of the credit of a delinquent member until his indebtedness is paid in full, (II) the posting of the name of the delinquent member, and the amount of his indebtedness, and (III) the suspension or termination of membership in the Club. If the Club commences legal action to collect any fees, membership dues, or club accounts owed by

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any member, or to enforce any other liability to the Club of such member, and if the Club obtains judgment, such members will also be liable for all costs and expenses of legal action, **including reasonable attorney's fees.** All membership dues and Club accounts past due thirty (30) days will be subject to a one and a one half percent (1-1/2%) monthly interest fee.

***Article XI***

Notice

SECTION I

Written notices required under these By-Laws should be delivered to:

Walden  
1119 Aurora Hudson Rd  
Aurora, OH 44202  
Attn: Accounting Department

SECTION II

Members will notify the Club Secretary of any changes in addresses or phone numbers. Notices to members will be sent to the address on file with the Club Secretary.

***Article XII***

Liability for Use of Premises  
and Facilities

SECTION I

The Club assumes no responsibility for injuries sustained by, or damages resulting from, the acts or omissions of members, their families, or guests.

SECTION II

Members are responsible for damages resulting from their own acts, the acts of his family and guests and agrees to defend, indemnify and save harmless the Club, its

owners, its officers, the advisory board, its directors or employees, as the case may be, from and against any and all liabilities of any nature for damages sustained by or resulting **from said member's acts of omission and that** of his family or guests.

***Article XIII***

Right To Regulate Use of Property

SECTION I

The Club will amend the By-Laws and the rules regulating the use of Club property, as necessary. Rules may be posted via the Walden website [www.yourwalden.com](http://www.yourwalden.com)

SECTION II

All private property, while in or on Club premises, either for or without his, shall be **there at the owner's sole risk.**

SECTION III

Personal property left, without the payment of storage thereon, in or on the Club premises for sixty (60) days or more, may be sold or otherwise disposed of by the Club, with or without notice, at public or private sale, and the proceeds, if any, shall belong to the Club.

***Article XIV***

Release

As a condition of membership, any member, guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the **Club's premises, shall do so at his or her own**

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risk, and shall hold the Club and its affiliates, operator, directors, advisory board, governors, officers, limited liability company members, employees, representatives, agents or concessionaires harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred resulting thereto and/or from any act, omission negligence, malfeasance or misfeasance of the Club or its affiliates, operators, directors, governors, officers, limited liability company members, employees, representatives, agents or concessionaires even though that liability may arise out of the negligence or carelessness of the entities or persons.

To the fullest extent permitted by law, no member shall have any right of action against the Club or any of its officers, limited liability company members, directors, advisory board, agents, employees or concessionaries, to recover losses or damages for injuries to the person or property of such member or the servant or servants of such member, due to negligence, malfeasance or misfeasance of any of its officers, directors, agents, limited liability company members, employees or concessionaires. Acceptance of membership by any person shall so far as permitted by law be a waiver and surrender by such member of any such right or action.

Should any party bound by these general Club rules bring suit against the Club or its affiliates, operator, directors, governors, officers, limited liability company members, advisory board, employees, representatives, agents or concessionaires for any event operated, organized, arranged or sponsored by the Club or any concessionaire or any claim on any matter and fail to obtain judgment therein against the Club or its affiliates, operator, directors, governors, officers, limited liability company members, employees, representatives, agents or concessionaires, said party shall be liable to the Club and its affiliates, operator, directors, governors, officers, limited liability company members, employees, representatives, agents or concessionaires for all costs and expenses incurred by it in the defense of such suit

(including court costs and attorney's fees through all appellate proceedings).

*Article XV*

Contract of Membership

SECTION I

These By-Laws shall be considered a part of the contract of membership and the membership rights and privileges of each member of the Club shall be governed thereby. Any person who exercises membership privileges in the Club shall be conclusively presumed to have agreed to be bound by these regulations as the same may be revised, supplemented, or amended from time to time, regardless of whether he/she has signed a copy of these By-Laws.

*Article XVI*

Membership Rights

SECTION I

Upon admission to membership in the Club, each member is granted only a terminable license to use the Club and all of its facilities, and no other rights of any kind shall accrue to any member solely by virtue of his membership in the Club. **Minor children of members who reside in member's household may use the Club facilities applicable to their parent's membership classification subject to the rules and regulations of the appropriate facility.**

SECTION II

There shall be no obligation, either expressed or implied, binding upon the Club, its owners, directors, officers, employees, agents, representatives, successors, or its assigns, as the case may be, to continue to provide or maintain any or all of the services or facilities of the Club.

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*Article XVII*

Club Walden Advisory Board of Directors

SECTION I

There shall be an Advisory Board of Directors selected by the members of the Club in accordance with the Club Walden Advisory Board of Directors By-Laws. The Board shall act as a liaison between the members of the Club and management of the Club. The Advisory Board shall act in an advisory capacity only and may make recommendations to the owners of the Club regarding the activities of the Club.

*Advisory Board of Directors  
By-Laws*

*Article I*

SECTION I

The purpose of the Advisory Board of Directors is to advise and support the Club in its quest for excellence and better service and satisfaction to its Members. The Board represents the interest and purposes of its Members by projecting the public image of the Club to other residents of the community and to Walden. The Board sees that the committees appointed by the president properly carry out the affairs of the Club.

SECTION II *Eligibility*

A Golfing Membership in good standing who may have contributed initiation fees is eligible for the following:

1. Golfing Member or spouse is eligible for one (1) vote during the election for the Advisory Board.
2. Golfing Member or spouse is eligible for one (1) nomination to serve on the Advisory Board.
3. Only one (1) Golfing Member or spouse may serve in an elected position on the Advisory Board.

SECTION III *Duties of the Board*

The Board suggests the general objectives, goals, and philosophy of the Club and helps guide the social and recreational activities of the Club.



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SECTION IV *Organization*

The officers of the Board, President, Vice President, and Secretary will be elected by secret ballot. President or Vice-President may or may not be combined with the Secretary position. The President designates from the Board committee responsibilities of each member. The Board fixes the responsibility and scope of activity of the committees. The Board reviews committee activities to determine if its policies and programs are being followed. It receives and considers recommendations and reports by committees. The Board consists of nine (9) members each of whom has been elected for a three-year term. In the event of death or resignation of a member of the Advisory Board, a successor shall be appointed by the remaining members of the Board to serve the remaining term of the departed member.

SECTION V *Meetings, Nominations  
and Elections*

The nominating committee will be comprised of three former Advisory Board members. In the event the three most recent past board members cannot serve, any vacancies will be filled by other past board members, with the most recent being selected first. The President will appoint the Chairman of the Nominating Committee. The President will present the names of the Nominating Committee to the Advisory Board at least 60 days prior to the Annual Meeting, and shall with the approval of the Board, appoint the chairman and members of each standing committee, who shall serve. The Nominating Committee, speaking through its chairman, will put into nomination at the Annual Meeting all recommended nominees who are qualified and willing to serve. This list should consist of at least five, but a minimum of four candidates to replace the three final year members of the Advisory Board. Thereafter, at such meeting, additional nominations may be made from the floor any Full Member. The three candidates with the highest number of votes shall be elected to the Walden Advisory Board.

SECTION VI *Organization Responsibility*

The Board is organized in an advisory capacity to Walden. Since the Walden Club is not owned by its membership, the Walden Club has assumed the primary responsibilities for membership, planning, finance, and house and grounds committees. All of the above functions will be performed by the Walden organization, while receiving and considering suggestions from the Board of Directors. The appointed committees of the Board, however, will be extremely useful in bringing the membership together in a harmonious relationship, and to help insure the proper usage of the Club facilities so as to enhance its enjoyment for all members.

*Article II*

Operating Year

SECTION I

The operating year of the Advisory Board shall start on October 1 and terminate on September 30 of the following year.

SECTION II

The fiscal year of the Club starts January 1 and terminates on December 31.

SECTION III

The Annual Meeting shall be conducted under **Robert's Rules of Order**. Written notice of the Annual Meeting and Special Meetings may be mailed 10 days prior to said meetings and may be posted on the bulletin board of the Club. Such notices shall advise the business to be conducted and shall include the necessary proxies for absentee voting. Proxies must be properly identified. Any Golf member may appoint by written proxy or power of attorney a person or persons, who must be a Golf member to represent him/her and vote on his behalf at any meeting of the membership.

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However, no proxy or power of attorney can be voted unless it is filed with the secretary for checking against the membership roster before the opening of the meeting at which it is used.

Any member shall be entitled to on any subject relative to the welfare of the Club, but only those members with voting status are entitled to vote on Club designed issues.

Ballots shall be prepared by the secretary for voting by those Full members electing not to vote by Proxy. Ballots will provide space for all nominees either nominated by the Nominating Committee or from the floor at the meeting.

The president shall appoint three Full members in good standing as Tellers of the election.

#### SECTION IV *Quorum*

Sixty voting members in person and/or by proxy or 50% of the membership, whichever is the smallest, shall constitute a quorum.

#### SECTION V *Agenda Annual Meeting*

The agenda of the Annual Meeting shall be:

1. Reading of the minutes of the last Annual Meeting.
2. **President's Report**
3. Report of committees and other business.
4. Report of Nominating Committee.
5. Election of Board Members.
6. Dismissal of Attending Members
7. Election of Next Years Board Officers

#### SECTION VI *Special Meetings*

The Advisory Board may convene a special meeting of the members at any time.

### *Article III*

#### Advisory Board By-Law Changes

##### SECTION I

The Board may amend the Advisory Board By-Laws by a majority vote of the Advisory Board. Amendments shall become effective 30 days after such amendment is acted upon and approved by the Club. A copy of the By-Law Amendments shall be posted on the web or in a conspicuous place on the Club premises.

### *Article IV*

#### Committees

##### SECTION I *Appointment*

At the October meeting of the Advisory Board the new Board will elect a president, vice president, and secretary. The president will be charged with the responsibility for suggesting the chairman and the membership of all standing committees referred to herein. The president shall submit to the Board, at its next meeting, the roster of membership and the designation of chairmanship of each such committee. The Board may approve, or may suggest such substitution as it desires, and the president until their successors are so appointed. Vacancies on standing committees shall be filled by appointment by the Board at the suggestion of the president.

##### SECTION II *Meetings*

Each committee may establish its regular meeting time and place. Regular meetings of the committee may be held at such time and place without notice. Special meetings may be held at any time and place, on call by the chairman, on twenty-four hour notice to the members of the committee.

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SECTION III *Quorum and Voting*

A majority of the committee shall constitute a quorum at any regular or special meeting. The committee may transact its business at any meeting by a majority vote of the members present.

SECTION IV Controls by Advisory Board,  
Annual Reports

In each of its functions each standing and special committee shall be subject to the approval and overriding control of the Advisory Board. Each standing committee shall prepare a summary report of its activities during the year and submit each report in writing at least two weeks before the Annual Meeting.

SECTION V *Standing Committees*

The following standing committees shall serve with the functions and duties described:

A. *House Committee*

The House Committee shall consist of not less than three members. It shall be charged with making recommendations in reference to the management and care of the Clubhouse, and other house related areas. In all its functions, the House Committee shall report to, and shall be subject to the approval and overriding control of, the Advisory Board.

B. *Greens Committee*

The Greens Committee shall be comprised of not less than three members and shall be charged with making recommendations in relation to maintenance and improvement of the golf course, and the Club grounds.

C. *The Golf Committee*

The Golf Committee shall be composed of **its Chairperson, Men's Tournament, WWGA, 9 Hole Ladies and Seniors committees** and such additional members as the Board shall determine. The

Chairman of this committee must be a member of the Advisory Board. All committees shall report to, and be subject to the overriding control of the Golf Committee. The Golf Committee shall consider all requests for tournament dates and shall recommend approval or disapproval to the Advisory Board. The Golf Committee will observe the operation of the Pro Shop, practice range and teaching facilities of the Club, and will make such report and recommendations to the Board as are appropriate. All the rules and regulations promulgated by the Golf Committee and its subordinate committees; and the action taken by the Golf Committee and its subordinate committees, shall be subject to ultimate approval and control by the Advisory Board.

D. *The Social Committee*

Shall consist of not less than three couples as members. Its overriding purpose will be to promote social contact among members and the widest possible member involvement in club activities. More specifically, it will:

Serve as a planning body for a variety of social functions appropriate and attractive to the members.

Assist in the implementation of social events with individual committee members serving as leaders of working groups formed to handle a particular activity.

The social program will be subject to the approval of the Board.

E. *Swim and Tennis Committees*

The Swim and Tennis Committee shall be composed of its advisory board chairman and the committee of Swim and Tennis. Each of these committees shall consist of not less than three members. It will recommend rules and regulations for the use of the swimming pool and pool house, arrange tournaments and promote

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swimming lessons and water safety for members and their children. All pool rules, regulations, and policies shall be subject to approval of the Advisory Board. The committee will suggest rules and regulations for use of the Tennis facilities, arrange tournaments, promote lessons, and monitor the established courtesies in the use of these facilities. All such rules and regulations shall be subject to approval by the Advisory Board.

F. *Grievance Committee*

This Committee is not a standing committee but may be formed at the discretion of the President of the Advisory Board. The Grievance Committee shall consist of not less than four members, including the Vice President of the Advisory Board, two members of the Advisory Board and a representative of **Management. The Grievance Committee's** duties shall consist of investigating and determining the merits of complaints registered by members of the Club regarding actions, offenses or misconduct (including abusive language) committed by one member against the person or property of another member while on Club premises. All complaints directed to the Committee for investigation and action must be in writing. If submitted verbally, a written confirming complaint must be submitted to the Committee within three days. The Committee shall investigate and determine the merits of the complaint, and advise the complaining member of the **Committee's recommendation to the management and management's response** within ten days.

G. *Membership Development Committee*  
The purpose of the Committee is to assist in the Membership recruiting process, welcome new members into the Club and assist in their integration into the Club.

H. *Long Range Planning Committee*  
This Committee is not a standing committee but may be formed at the

discretion of the President of the Advisory Board. This purpose of the committee is to recommend long-range objectives of the Club plus programs and projects to attain such objectives.

I. *Handicap Committee*

The Chairperson of this committee shall be a Member of the Advisory Board and shall consist of not less than three Members. The purpose of this committee is to establish rules and regulations for the use of the golf course; and shall also promulgate local rules and governing play on the course. All such rules and regulations shall be subject to approval by the Advisory Board.

SECTION VI *Special Committees*

The Board may, from time to time, appoint special committees as appropriate and may delegate authority to said committees as necessary, provided that authority is not in conflict with the By-Laws and has been approved by the Club. The Board is not relieved of its ultimate responsibility to the membership by a delegation of its powers to a committee.

*Article V*

Constructive Suggestions

SECTION I

Constructive suggestions or recommendations shall be made in writing to the chairman of the committee who oversees the particular club function. Written suggestions will be reviewed by the committee and will receive a response within a reasonable amount of time.