



CITY CLUB

O F B U C K H E A D

BYLAWS

ARTICLE I

Name

The name of the club shall be “City Club of Buckhead.”

ARTICLE II

Premises

The premises of the club consist of the club rooms and athletic facilities of the club located at The Atlanta Financial Center. In addition to the club premises, the members are entitled to use the common areas of The Atlanta Financial Center, to the extent allowed by agreement between management and the club’s landlord. No member shall ever be liable for any cost or expense of the operation of the club, other than the obligation to pay the initiation fees, dues, and charges set forth hereinafter; nor shall any member, by virtue of such membership, own any of the club’s property or its assets.

ARTICLE III

Membership

Section 1. Membership in the club is by invitation or approval of club management.

Section 2. Members are classed as Resident, Nonresident, Corporate, Honorary, Young Executive, Widowed, Heritage, or Senior. Resident or Nonresident memberships may be individual or corporate.

(a) Resident members are members who reside or have a place of business within seventy five (75) miles of The Atlanta Financial Center. Resident members are subject to initiation fees and dues, which may be amended from time to time.

(b) CCB Resident members are members who reside or have a place of business within seventy five (75) miles of The Atlanta Financial Center. Resident members are subject to initiation fees and dues, which may be amended from time to time. CCB Resident memberships do not include privileges in Georgia Alliance of Private Clubs.

(c) Nonresident members are members who do not reside and do not have a place of business within seventy five miles of The Atlanta Financial Center. Nonresident members are subject to initiation fees and dues, which may be amended from time to time.

(d) Corporate members include the Initial Designated Member and Additional Designated Members of a specific corporation or partnership. Corporate members are subject to the same geographic classification and dues as are Resident and Nonresident members. Initiation fees for Additional Designated Members applying for membership with the Initial Designated Members may be reduced at

the discretion of the club. In the event of transfer or resignation of a Designated Corporate Member, a successor may be nominated upon payment of a transfer fee, as may be determined from time to time by the club. Beyond those joining initially, new members must pay the then current initiation fee applicable.

(e) Honorary members are those persons who may be elected as Honorary members annually by the Board of Governors for a term of one (1) year, unless extended by action of the Board of Governors. All candidates for Honorary membership must be recommended, in writing, by no fewer than five (5) members of the club and have the personal recommendation of two (2) members of the Board of Governors. Honorary members are not subject to initiation fees or dues, but are responsible for all charges incurred by them, their families, or guests.

(f) Young Executive members include individuals 21 to 35 years of age and pay reduced dues until age 36, at which time they begin paying the then current full dues.

(g) Widowed members. Members who have become widowed may remain members, paying one-half dues.

(h) Heritage members. Members may sponsor a child or grandchild, 21 years or older, or a parent or grandparent for membership and have the initiation fee waived. Heritage members are responsible for the payment of monthly dues for their class of membership.

(i) Senior members are Resident members who: (i) have reached the age of 65; (ii) have completely retired from their primary employment, business, or profession; and (iii) have been Resident members for a minimum of six (6) years. Senior membership must be applied for by the member and approved by the Board of Governors. Senior members are subject to the payment of monthly dues in an amount equal to fifty percent (50%) of the dues such member would otherwise pay for the member's class of membership. Any previously paid initiation fee shall not become refundable by reason of such member's status as a Senior member.

(j) Inactive members are members who voluntarily suspend their membership privileges but who wish to reserve their rights to future membership in the club. As a prerequisite to changing to an Inactive Membership, the member's club account must be in a current status. Inactive members have no club privileges whatsoever until their membership is re-activated. Once a member chooses to become Inactive, the member must remain Inactive for a minimum of six months before returning to active status. During the period in which the member maintains an inactive status, the member must pay inactive dues in the amount established from time to time by Club Management.

(k) Athletic Only members are members who have access to and privileges in the Athletic club only. The Athletic club is located in the North Tower on the Terrace level of The Atlanta Financial Center. Athletic club members have no rights, privileges, or access to the club rooms located on the 18th and 19th floors of the East Tower of The Atlanta Financial Center. There are a limited number of Athletic Only memberships available.

Section 3. A Nonresident member moving his or her residence or place of business into the area of Resident membership shall immediately apply for a Resident membership. Upon his or her application for transfer to a Resident member classification, and the payment of an additional initiation fee which, when added to

the Nonresident initiation fee previously paid will equal the then current Resident member initiation fee, such member shall be classed as a Resident member. The failure by a relocated Nonresident member to make an application of transfer and to pay the additional initiation fee within thirty (30) days will cause a forfeiture of Nonresident membership.

Section 4. A Resident member moving his or her residence and place of business into a Nonresident area shall immediately apply for a Nonresident membership. Upon his or her application for transfer to a Nonresident member classification and, if requested by the Board of Governors, evidence of the relocation, such member shall be classed as a Nonresident member. Should the member thereafter return to the area of Resident membership and, within thirty (30) days thereafter, request in writing to be restored to Resident membership, he or she shall become entitled to Resident membership. The failure by such member to make either of such applications for transfer will cause a forfeiture of membership.

Section 5. A former member, upon acceptance of his or her application, and if such membership is available, may be reinstated as a member upon payment of the difference, if any, between the initiation fee previously paid by such former member and the initiation fee applicable to the appropriate type of membership at the time of application for reinstatement, or by payment of the dues which have accrued during the period of non-membership, whichever is greater. The additional initiation fee so paid, if any, shall be considered a part of the original initiation fee paid by such member for purposes of Section 1 of Article IV below.

Section 6. Requests for invitations to membership shall be compiled and referred to the Board of Governors or its appointed committee for consideration. The Membership Director shall be advised of the action taken by the Board or its committee concerning each such request.

Section 7. Prior to payment of the initiation fee and upon receipt of the application for membership, the Membership Director shall furnish the invitee with a copy of these Bylaws. Upon approval of the application for membership, he or she shall become a member entitled to all rights of club membership.

Section 8. The club does not discriminate against any person or group of persons on the basis of race, color, religion, gender, age, sex, national origin, citizenship, or disability.

ARTICLE IV

Fees and Dues

Section 1. Initiation fees for each class of membership shall be established and may be amended from time to time by management.

Section 2. The dues for each class of membership shall be established and may be amended from time to time by management. Dues shall be payable by each member monthly in advance, beginning on the first day of the month following acceptance of membership and continuing on the first day of each month thereafter until the acceptance of the member's resignation or the termination of membership.

Section 3. Any Resident member who has paid dues for one (1) year and thereafter goes on active military or government duty, as a result of such duty is absent from

the territory covered by Resident membership for a continuous period of six (6) months or longer, shall be exempt from the payment of dues for the period of said absence. The exemption from dues shall begin on the last day of the month during which the absence on such duty begins, and shall extend until the first day of the month in which the absence on such duty ends, provided, however, that each member seeking to utilize the exemption provided in this Section must give prior notice in writing to the club naming the branch of service which has required the member's absence and indicating the anticipated period of absence which shall be a period of not less than six (6) months.

ARTICLE V

Assessments

No regular or special assessments shall be charged to members. Initiation fees, dues and the payment of charges, gratuities or any tax levied by federal, state or local law are not considered assessments. Members in the club incur no liability whatsoever other than the agreement to pay the initiation fee, regular monthly dues, minimums, user charges, special charges for various functions or occurrences, charges made by the member and the member's immediate family and guests, and any fines which may be levied under these Bylaws.

ARTICLE VI

Government

Section 1. The club's advisory Board of Governors (the "Board") shall be composed of individuals selected by management from the general membership of the club and approved by the current Board of Governors.

Section 2. Any member of the Board who shall be absent from two (2) consecutive regular meetings, without previously obtaining permission from the Board, or failing to present at the regular meeting an excuse for the absence satisfactory to a majority of the members of the Board present, shall cease to be a member of the Board. Meetings shall be held no less frequently than every six months upon ten (10) days prior written notice to each member of the Board.

Section 3. Any member of the Board may be removed for cause by a majority vote of the members of the Board and the concurrence of management.

Section 4. The Board shall serve as an advisory board to management and shall make recommendations to management for the orderly operation of the club.

ARTICLE VII

Duties of the Board of Governors

The Board shall:

Recommend rules to management for the admission of new members;

Recommend rules and regulations, as may be necessary for the benefit of the club and its members;

Recommend penalties for violation of the Bylaws;
Recommend individuals to fill vacancies on the Board; and,
Generally discuss with management all matters relating to the welfare of the club.

ARTICLE VIII

Duties of the Chairman

The Chairman of the Board shall:

Preside over regular and special meetings of the Board;

Appoint such committees as the Board and management have determined are necessary for the proper function of the club; and,

Recommend actions or policies to management which relate to the welfare of the club.

ARTICLE IX

Food Service and Club Hours

Section 1. Food and beverages will be available to members and guests with hours of operation as published from time to time.

Section 2. All club facilities are closed on Memorial Day, Labor Day, Christmas Day, New Year's Day and other holidays as noted on the club's calendar. Exceptions may occur for special events.

ARTICLE X

Charges

Section 1. Members must sign for all charges ordered by them. Family members must sign their own name and the name of the member in which the membership is held. The member club number must be placed on all charges.

Section 2. A service charge shall be added to all food, beverage, sundry and other club charges.

ARTICLE XI

Food and Beverage

Section 1. To assure proper service, members are requested to make reservations for lunch or dinner.

Section 2. All reservations for special club functions shall be made in the name, and using the membership number, of the member requesting the reservation. Table locations for such functions will be assigned in the order in which reservations are received. Members who reserve tables for special functions but fail to attend or fail to cancel prior to the required cancellation period, as published in the newsletter

from time to time, will be charged for the function.

Section 3. Members may be charged for special orders not canceled sufficiently in advance to avoid purchase or preparation of the order.

Section 4. The use of a private room is available only by advance reservation. Applicable food and beverage minimum charges may apply.

Section 5. A member reserving club facilities for private functions must, 72 hours prior to the function, guarantee the attendance of the number of persons expected. The member shall be charged, based upon the guaranteed number, unless the actual number attending is higher, in which event the member shall be charged for the number of persons attending. The cancellation of a private room reservation less than 48 hours prior will incur the imposition of a cancellation fee in an amount equal to the prescribed room minimum.

Section 6. Members may not bring food, refreshments or beverages onto the club premises without the prior approval of the Club Manager.

Section 7. Members who confirm arrangements for private parties or banquets may be required to pay a deposit based on the anticipated charges and upon the expected guaranteed number of guests. The management shall determine the need for and the amount of the deposit.

Section 8. All decorations for private parties must be approved by the Club Manager.

Section 9. All entertainment for private functions must be approved in advance by the Club Manager.

ARTICLE XII

Parking

Section 1. Parking of vehicles by members, visitors, guests and other persons is done at the owner's risk. The club assumes no responsibility for such vehicles, damage thereto or property left therein. All vehicles should be locked at all times. Members and guests are required to pay such charges for parking as may be required by the owner of The Atlanta Financial Center.

Section 2. The parking facilities are available to members and guests only while visiting the club.

Section 3. Charges for parking may apply from time to time at the sole discretion of club management.

ARTICLE XIII

Privileges

Section 1. Each member and his or her immediate family shall have all privileges of the club, subject to the provisions of these Bylaws.

Section 2. The member's immediate family includes the member's spouse and unmarried children under twenty-two (22) years of age living at home. No person shall be considered to be the spouse of a member unless the member and such person are recognized as legally married, and are entitled to the benefits of

marriage, under the laws of the State of Georgia.

Section 3. Persons who reside or have a place of business in the territory covered by Resident membership may be guests of membership and may be permitted to use the club when accompanied by a member of the club.

Section 4. Members and their immediate families are permitted to bring guests at all times, unless a prior restriction is published for club functions.

Section 5. Members may sponsor private functions, subject to these Bylaws, and the availability of appropriate club rooms. Arrangements for private functions must be made in advance.

Section 6. Members are responsible for the conduct of their guests and all charges for the goods and services purchased on their behalf.

Section 7. A courtesy card may be obtained by a member from the club Membership Director for an unaccompanied guest. Each member is permitted to have up to 5 courtesy cards annually.

Courtesy card guests and members of their immediate family are privileged to use all club facilities and may invite other guests for private functions, subject to the prior approval of the Club Manager.

Members may not have more than two (2) courtesy cards outstanding at one time.

Courtesy cards extend club privileges for a period of one (1) day, and may not be renewed by any member for the same guest until sixty (60) days after the expiration of the previous courtesy card.

Guests not accompanied by members must exhibit their courtesy cards upon request.

Courtesy cards may be revoked at any time.

A guest shall be entitled to receive no more than two courtesy cards in each 12-month period.

Section 8. Dissolution of Marriage. In the event the legal marriage of an Individual Resident or Individual Nonresident member is terminated by dissolution, annulment or separation by written agreement, the member signing the original application may continue as a member with the current membership number. The spouse may continue as a member with a separate membership number. The spouse is not required to pay an initiation fee, but must pay dues and complete a new membership application.

ARTICLE XIV

Children

Children under sixteen (16) years of age are permitted on the club premises only when accompanied by a member, the spouse of a member, or a member's child nineteen (19) years of age or older.

ARTICLE XV

Billing Procedures

Section 1. All sums due for initiation fees, dues and other charges shall be made payable to "City Club of Buckhead." Any member who shall fail to pay any amount due within twenty-five (25) days after the billing thereof shall be delinquent and advised in writing of said unpaid account. If said account has not been paid within forty-five (45) days from the billing date, the member shall be suspended from all club privileges and have his or her name and the amount of the unpaid account posted on the club bulletin board. If said account has not be paid within ninety (90) days from the billing date, the member shall automatically be expelled from the club. If, in the opinion of the management and the Board, a member shows financial irresponsibility with respect to any sums due, said member may be expelled from membership in the club.

Section 2. Any member whose name has been posted on the bulletin board as having a delinquent account three (3) times within any fiscal year shall automatically be expelled from membership in the club.

Section 3. Any member who has been suspended or expelled from club membership pursuant to this Article XV shall be notified of such suspension or expulsion in accordance with Article XXVII below.

ARTICLE XVI

Indebtedness

Any member who frequently or habitually gives checks, which are returned unpaid, shall, at the discretion of management, have credit and/or club privileges suspended for such period of time as under the circumstances may be deemed proper, and be fined the sum of one hundred (\$100.00) dollars.

ARTICLE XVII

Resignations

All membership resignations shall be in writing and addressed to the Membership Director. A resignation shall not be effective if the member seeking to resign has failed to pay in full all outstanding charges and all dues through the last day of the month in which the resignation is submitted.

ARTICLE XVIII

Conduct

Section 1. Should any member of the club be guilty of unbecoming conduct or of conduct or dress bringing discredit to the club or rendering the member unfit for association with other members of the club or endangering the good order, welfare or character of the club, then the Club Manager shall have the right in the immediate instance to take whatever action is necessary to protect the good order, welfare or character of the club, including the right to eject the member or guest

from the club, prohibit his or her entry onto club premises or otherwise as deemed necessary in the sole opinion of the Club Manager or Manager on Duty.

Further, management shall investigate the action or conduct of the member (after the fact) and in the event management determines, as a result of its investigation, that the conduct of the member has been, or is inconsistent with the ideals and standards of the club, and has or may have endangered the good order, welfare or character of the club, the member may be fined, suspended or expelled from membership in the club.

Section 2. Any member violating one of the Bylaws may be fined, suspended or expelled, as the gravity of the offense may require, at the discretion of management, or at the direction of the Board with the approval of management.

Section 3. Any member failing to pay a fine imposed under Section 2 shall be suspended if the fine is not paid in full within thirty (30) days after imposition. The member may be expelled if the fine is not paid within sixty (60) days thereafter.

Section 4. The provisions of any other Article of these Bylaws shall not in any way restrict, limit or waive the remedies available pursuant to this Article XVIII, nor shall the provisions of this Article restrict, limit or waive the remedies provided elsewhere in these Bylaws.

ARTICLE XIX

Appeals

Section 1. Any member expelled, suspended, or fined shall have the right to appeal at the next meeting of the Board or at a special meeting called for that purpose. In case a fine has been imposed, payment thereof shall constitute a condition precedent to the right of appeal.

Section 2. Notice to the Secretary of the Board of the appeal must be given to him or her at least two weeks before the appropriate meeting.

ARTICLE XX

Responsible Behavior

Section 1. No liquor will be sold to, or consumed on the club premises by any person less than twenty-one (21) years of age.

Section 2. No liquor will be sold to, or consumed on the club premises, by any person who, in the opinion of the Club Staff or Manager, is or appears to be intoxicated.

Section 3. Any member or guest who, in the opinion of the Club Manager, is or appears to be intoxicated at the club may be requested to surrender his or her car keys to the Club Staff or Manager and may be transported home in a cab called for him or her by the Club Staff or Manager at the member's expense.

Section 4. No illegal drugs of any kind will be sold, consumed or allowed on the club premises. Possession of illegal drugs on the club premises is grounds for termination of membership in the club. Any member or guest who, in the opinion of the Club Manager, is or appears to be under the influence of any such illegal

drug(s) may be requested to surrender his or her car keys to the Club Manager and may be transported home in a cab called for him or her by the Club Manager at the member's expense.

Section 5. The provisions of this Article XX shall not limit the actions which may be taken by the Club Manager or management under Article XVIII to protect the good order, welfare and character of the club.

ARTICLE XXI

Attire and Use of Electronics

Business casual attire is acceptable in the club at all times unless otherwise provided in connection with specific club functions. Items of apparel that are considered to be inappropriate are jogging suits, athletic shoes (sneakers, running shoes, etc.), shorts, tee-shirts (all sports shirts must have collars), any article of clothing that does not cover undergarments, and any item that is ripped, has holes, or is distressed excessively including shirts, pants and shoes. All dress shall be in keeping with the standards of the club.

The use of cell phones, lap top computers, and personal digital assistants (PDA's) is restricted to the lobby, reception area, and private dining rooms only.

ARTICLE XXII

Personal Property

Section 1. Neither the club nor management shall, under any circumstances, be responsible for the personal property of members, visitors, guests or other persons brought on or admitted to the club premises for any purposes whatsoever.

Section 2. Personal property of the club shall not be loaned to or removed from the club premises by members or used for purposes other than that for which it was intended.

Section 3. Members must pay for all breakage or damage to personal property of the club caused by the member, his or her family or their guests.

ARTICLE XXIII

Solicitations, Pets

Section 1. No raffle shall be permitted on the club premises, nor shall any advertising or solicitation be posted on the club premises without the permission of the Club Manager. No solicitation, subscription or collection shall be permitted on the club premises without the permission of the Club Manager.

Section 2. No animals or pets of any kind are allowed on club premises at any time except service dogs accompanying persons with physical disabilities or seizure disorders.

ARTICLE XXIV

Employees

Section 1. The operation of the club shall be under the direction of the Club Manager, subject to further direction by management.

Section 2. Employees shall not be reprimanded by members or guests. Any complaints concerning employees should be reported to the Club Manager in a timely manner.

Section 3. Employees shall not be sent off club premises by members or guests unless approved by Club Manager.

Section 4. The tipping of any employee of the club is prohibited.

ARTICLE XXV

Employees' Christmas Fund

Each year the membership is invited to contribute to the Employees' Christmas Fund. The Christmas Fund is distributed among all of the employees. This fund is weighted to give additional consideration to length of service and is distributed to all employees of the club, including those who work behind the scenes.

ARTICLE XXVI

Athletic Liability Waiver

Each member with a Resident or Athletic Only membership acknowledges by acceptance of his or her membership that use of the Athletic facilities, including, without limitation, exercise and weight equipment ,swimming pool, sauna, steam, whirlpool facilities as well as participation in any and all classes or sports can be hazardous and may result in personal injury. The management of the club recommends that all members and guests obtain the advice of medical professionals before engaging in such activities. The club also recommends that all members use any and all equipment properly and in strict accordance with the rules, regulations and Instructions applicable. If members have any questions regarding the proper use of the equipment, trained staff members are available to answer questions and provide instruction.

It is expressly agreed that any exercise or use of club or club facilities, without limitation, shall be undertaken at the members own risk. The member represents that he or she is physically able to participate in any and all activities offered by the club and agrees that the club takes no responsibility for determining member's ability to partake in said activities. City Club of Buckhead and it's agents and employees shall not be liable for any claims, demands, actions, or causes of action for any member or for any injuries or damages to property arising out of or resulting from the use of any facility or services of City Club of Buckhead. Member does hereby expressly forever release and discharge City Club of Buckhead, and all affiliated individuals and entities from such claims, demands, action, except for negligence or willful misconduct on the part of City Club of Buckhead and it's agents or employees.

ARTICLE XXVII

Amendments

Amendments to these Bylaws may be made at any time by management or upon the recommendation of the Board and the approval of management.

ARTICLE XXVIII

Notices

Notices prescribed by these Bylaws, billings and other notifications will be communicated to the member either by (1) depositing them in the mail addressed to members at their last known place of residence; (2) sending them by recognized overnight delivery service, addressed to members at their last known place of residence; (3) sending a facsimile of such notice to members at the home or business fax numbers provided on their application for membership (as the same may be changed by notice to the club or periodic updates); or (4) sending them by email to members at any email address on record with the club. Such notice shall be deemed sufficient notice to any member, whether actually received or not, unless the club had been advised in writing by the member of a change in address prior to the time of the notice.

ARTICLE XXIX

Interpretation

The interpretation of these Bylaws shall rest with management.

ARTICLE XXX

Management

The word “management” as used herein refers to City Club of Buckhead acting by and through its officers, agents, employees and assigns. Management shall be entitled at all times to a seat on the Board of Governors and ex-officio membership on all committees, notwithstanding the provisions of Article VI.

