

# **SAND CREEK COUNTRY CLUB**

## **RULES & REGULATIONS**

DATED

August 6, 2016

1. GENERAL PRIVILEGES OF MEMBERS:

The use of the Corporation's property is limited to its Stockholders, referred to herein as its "Members" their family and guests.

2. COMPORTMENT:

Members, their families and guests shall at all times observe and obey the laws and ordinances of the federal, state, and local governing bodies.

3. DUMP, DUMPSTER, AND LITTER:

Members and their guests shall use the dump and dumpster for the appropriate disposal of trash and debris, including segregation of metal, and non-combustible matter as posted at the dump. Members failing to do so shall bear the cost of improper use. Members and guests shall keep the Corporation property free of trash and litter.

4. LIVESTOCK AND PETS:

Livestock, including horses, shall not be kept on the Corporation property. House pets are allowed. Members and guests shall control all house pets to ensure the quiet enjoyment of other Members.

5. OPEN FIRES AND FIREWORKS:

Fire is a dangerous threat to the Corporation's property and Members' real and personal property. All Members shall diligently supervise, ensure containment, and ensure safe extinguishment of any fires, barbeque, or grill. The use of fireworks is prohibited on the Corporation's property. The burning of slash and debris shall only be done by the caretaker during the appropriate low-fire season. Unless approved by the caretaker and the Crook County Sheriff's Office, no Member shall burn slash or debris at any time.

6. GROUP EVENTS:

Members may host special group events, such as birthdays, weddings, and office gatherings at their cabin. If the size of the group will be 20 or more, Members are encouraged to communicate with other Members in close proximity to their cabin to inform them of the event and agree on the location of parking for the guests.

7. SITE MAINTENANCE AND QUIET ENJOYMENT:

Members shall maintain their site and the immediate surrounding Corporation property in a manner consistent with the overall appearance of the property. Trash and debris shall be promptly removed and disposed. All Members quiet enjoyment of their site shall be respected.

8. CONSTRUCTION AND CONTRACTORS:

All construction, including buildings, fences, and bridges, must be approved by the Board. All Members shall be limited to one, single family dwelling and approved outbuildings. Members shall give the Board at least 30 days' notice of a proposed project. The Board shall review and decide on all requests within thirty (30) days. Any Member that fails to obtain prior approval of any construction shall be required to remove the structure within one hundred and twenty (120) days, and failing to do so, the structure may be removed by the Corporation with the cost thereof being assessed on the Member and a lien on their share in the Corporation. Contractors shall maintain clean construction sites and promptly remove all debris and trash. All waste water systems shall be built in accordance with Wyoming DEQ/Water quality regulations, and any modification to an existing structure shall be done in compliance with Wyoming DEQ/Water quality regulations.

9. MEMBER DIRECTORY:

The Secretary shall maintain and periodically distribute to all Members a directory of telephone numbers, e-mail and street address for all Members. This directory shall be used only by Members to facilitate communication among Members, and shall not be disseminated to outside the Membership.

10. NOT-FOR-PROFIT:

The Corporation is a non-profit organization. The Members shall not use their site as a business location, and shall not rent any site for any purpose. Home offices, however, are permitted. Members shall not use the Corporation's property for commercial purposes.

11. CARETAKER:

The Corporation shall employ one full-time caretaker to patrol and maintain the Corporation's property. The caretaker shall live full time on the Corporation's property at the site provided there for. The duties of the caretaker shall be established by the Board, and the President shall supervise the activities of the caretaker. The caretaker's primary work responsibilities shall be to the Corporation. However, as time allows, he or she may contract with individual Members to perform various tasks as agreed upon between the Member and the caretaker. All Members shall have equal access to the caretaker for private work, provided the Member treats the caretaker with respect, and promptly pays for all private services. Members

will refrain from entering into agreements with the Caretaker that limit or restrict the ability of other Members to contract with the Caretaker.

12. ANNUAL MEETING, PICNIC, AND COCKTAIL PARTY:

The Corporation shall have an annual meeting on the 1<sup>st</sup> or 2<sup>nd</sup> Saturday of August which shall be followed by a picnic. Only Members shall participate in the annual meeting. However, Members may invite their immediate family to attend the annual meeting to observe as guests. Such guests shall refrain from any active participation in the meeting. The Corporation shall also host an annual cocktail party. All Members are encouraged to make attendance at these events a priority, and to include their families at the picnic and adult family at the cocktail party. Each Member is encouraged to host the annual meeting at least once every 25 years. The Board shall establish a fund to be paid to the host of the annual meeting and cocktail party to defer the cost thereof. Non-hosting Members shall assist with set-up, clean-up, and other traditional support for hosts.

13. SHOOTING RANGE AND TENNIS COURT:

All Members shall have equal access to the shooting range and tennis court, and shall follow all rules related thereto. Firearms shall only be used at the shooting range or on the general Corporation property to control pests and for self-defense. Non-tennis related activities are allowed on the tennis court provided they do not harm the surface of the court or interfere with its primary use for tennis.

14. FISHING:

All applicable state laws shall be followed, including the purchase of appropriate licenses. Fisherman should respect Members' privacy when going through their yards, and no fencing or obstruction of any kind shall be constructed that would restrict the ability of a fisherman to traverse the stream.

15. COLLECTION OF DUES, MONETARY PENALTIES, ASSESSMENTS, AND RELATED COSTS:

It is in the best interest of the Corporation to refer delinquent accounts promptly to an attorney or collection agency for collection so as to minimize the Corporation's loss of assessment revenue. The following policies and procedures for the collection of dues, monetary penalty, and assessments and other charges of the Corporation (collectively referred to as "Assessments") shall be followed:

A. Due Dates. Notice of annual assessments shall be provided to the Members by November 1 of each year. The annual assessment shall be due and payable each year on December 1. Special assessments shall be due and payable as provided in the resolution authorizing such assessments. Assessments or other charges not paid in full to the Corporation within one day of the due date shall be considered past due and delinquent. Assessments or other

charges not paid in full to the Corporation within 30 days of the due date shall incur late fees and interest as provided below. If notice of acceleration is given to delinquent Member(s), the Member(s) shall also be charged any costs incurred by the Corporation in giving notice of such acceleration.

B. Receipt Date. The Corporation shall post payments on the day that the payment is received by the Corporation. The postmark shall suffice as the date of receipt for payment sent by mail.

C. Late Charges on Delinquent Installments. The Corporation shall impose on a monthly basis a \$100.00 late charge for each Member who fails to timely pay his/her annual assessment or any special assessment within 30 days of the due date. This late charge shall be a “common expense” for each delinquent Member. The Corporation shall impose interest from the date due at the rate of 21% per annum on the amount owed for each Member who fails to timely pay any installment of the annual assessment (whether one or more) or any special assessment within 30 days of the due date.

D. Personal Obligation for Late Charges. The late charge shall be the personal obligation of the Member(s) for which such assessment or installment is unpaid. All late charges shall be due and payable immediately, without notice, in the manner provided herein for payment of assessments.

E. Service Fees. In the event the Corporation incurs any type of service fee, regardless of what it is called, for the handling and processing of delinquent accounts on a per account basis, such fees will be the responsibility of the Member as such fee would not be incurred but for the delinquency of the Member.

F. Payment Plan. Any Member who becomes delinquent in payment of any assessments and whose account is not currently with the Corporation’s attorney or a collection agency for collection action, may enter into a payment plan with the Corporation. Such payment plan shall be offered to each delinquent Member prior to the Corporation referring any account to an attorney or collection agency for collection action. If the Member defaults or otherwise does not comply with the terms and conditions of the payment plan, including the payment of ongoing assessments of the Corporation, the Corporation may, without additional notice, refer the delinquent account to an attorney or collection agency for collection action or may take such other action as it deems appropriate in relation to the delinquency.

G. Attorney Fees on Delinquent Accounts. As an additional expense the Corporation shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of any assessments or other charges due the Corporation from a delinquent Member. The reasonable attorney fees incurred by the Corporation shall be due and payable immediately when incurred, upon demand.

H. Application of Payments. All sums collected on a delinquent account shall be remitted to the Corporation’s attorney until the account is brought current. All payments received on account of any Member or the Member’s property, shall be applied in the following manner: first to the payment of any and all legal fees and costs (including attorney fees), then to expenses of enforcement and collection, late charges, returned check charges, lien fees, interest, and other

costs owing or incurred with respect to such Members, prior to application of the payment to any special or regular assessments due or to become due with respect to such Member.

I. Collection Process.

(i) After an assessment, special assessment, an installment of any assessment, or any other charge due to the Corporation becomes more than 10 days delinquent, the Treasurer shall send a written notice (“First Notice”) of non-payment, amount past due, notice that interest and late fees may accrue and request for immediate payment.

(ii) After an assessment, special assessment, any installment of an assessment, or any other charge due to the Corporation becomes more than 30 days delinquent, the Treasurer shall send a second written notice (“Intent to Lien Notice”) of non-payment, amount past due, notice that interest and late fees may accrue and request for immediate payment. This notice, at a minimum shall include the following:

(a) The total amount due to the Corporation along with an accounting of how the total amount was determined;

(b) Whether the Member may enter into a payment plan and instructions for contacting the Corporation to arrange for and enter into a plan;

(c) A name and contact information for an individual the Member may contact to request a copy of the Member’s ledger in order to verify the amount of the debt; and

(d) A statement indicating that action is required to cure the delinquency and that failure to do so within thirty days may result in the Member’s delinquency account being turned over to an attorney, a collection agency, the filing of a lawsuit against the Member, appointment of a receiver, the filing and foreclosure of a lien against the Member’s property, or other remedies available under applicable law including suspending the Member’s right to vote.

(iii) After an assessment, a special assessment, an installment of any assessment, or any other charge due to the Corporation becomes more than 45 days delinquent, the Corporation may file or cause to be filed a lien against the Member’s stock in the Corporation and advise the Member of same (“Lien Filed Notice”).

(iv) After an assessment, a special assessment, an installment of any assessment, or any other charge due to the Corporation becomes more than 60 days delinquent, the Corporation may turn the account over to an attorney for collection. Upon receiving the delinquent account, the Corporation’s attorneys may send a letter to the delinquent Member demanding immediate payment for past due assessments or other charges due. Upon further review, the Corporation’s

attorney may file a lawsuit. If a judgment or decree is obtained, including without limitation a foreclosure action, such judgment or decree shall include reasonable attorney fees together with the cost of the action and any applicable interest and late fees.

(v) In addition to the steps outlined above, the Corporation shall suspend the voting rights of any Member whose account is past due. Said voting rights shall be immediately reinstated upon payment of all past due accounts.

J. Acceleration and Deceleration of Assessments. The Board reserves the right to accelerate and call due the entire unpaid annual assessment on any delinquent account including such assessments that may become due during the pendency of a payment plan as described above. Such acceleration shall result in the entire unpaid annual assessment being due to the Corporation immediately. The Board also reserves the right to decelerate any accelerated assessment.

K. Collection Procedures/Time Frames. The following time frames shall be followed for use in the collection of assessment and other charges.

Due Date (date payment due)	December 1 for annual assessment; date specified by resolution for any special assessment
Past Due Date (date payment is late if not received on or before that date)	One day after due date
First Notice (notice that late charges and interest may accrue)	Any time after 10 days after due date
Intent to Lien Notice (notice that late charges and interest have accrued, notice of intent to file lien, required disclosures of the Corporation and the availability of a payment plan if applicable)	Any time after 30 days after due date
Lien Filed Notice (notice that lien has been filed)	Any time after 45 days after due date
Delinquent account turned over to Corporation's attorney; Demand letter sent to Member.	Any time after 60 days after due date

The attorney is to consult with the Corporation as necessary to determine if payment has been arranged or what collection procedures are appropriate.

L. Certificate of Status of Assessment. The Corporation shall furnish to an Member or such Member's designee upon written request, first class postage prepaid, return receipt, to the Secretary, a written statement setting forth the amount of unpaid assessments currently levied

against such Member for a reasonable fee. However, if the account has been turned over to the Corporation's attorney, such request may be handled through the attorney.

M. Bankruptcies and Foreclosures. Upon receipt of any notice of a bankruptcy filing by a Member, or upon receipt of a notice of a foreclosure by any holder of an encumbrance against the property of any Member, the President shall notify the Corporation's attorney of the same and turn the account over to the Corporation's attorney, if appropriate.

N. Use of Certified Mail/Regular Mail. In the event the Corporation shall cause a collection or demand letter or notices to be sent to a delinquent Member by regular mail, the Corporation may also cause, but shall not be required to send, an additional copy of that letter or notice by certified mail.

O. Referral of Delinquent Accounts to Attorneys. Upon referral to the Corporation's attorney, the attorney shall take all appropriate action to collect the accounts referred. After an account has been referred to an attorney, the account shall remain with the attorney until the account is settled, has a zero balance or is written off. The attorney, in consultation with the President, is authorized to take whatever action is necessary and determined to be in the best interests of the Corporation, including, but not limited to:

- (i) Filing of a suit against the delinquent Member for a money judgment;
- (ii) Instituting a judicial foreclosure action of the Corporation's lien, upon approval by the Board;
- (iii) Filing necessary claims, documents, and motions in bankruptcy court in order to protect the Corporation's interests; and
- (iv) Filing a court action seeking appointment of a receiver.

All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through the attorney.

P. Appointment of a Receiver. The Corporation may seek the appointment of a receiver if an Member becomes delinquent in the payment of assessments. A receiver is a disinterested person, appointed by the court, who manages the cabin according to the court's order. The purpose of a receivership for the Corporation is to obtain payment of current assessments, reduce past due assessments and prevent the waste and deterioration of the Corporation's property.

Q. Foreclosure. The Corporation may choose to foreclose on its lien in lieu of or in addition to suing an Member for a money judgment. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money judgment lawsuit has been or is likely to be unsuccessful or other circumstances favor such action. The Corporation shall consider individually each recommendation for a foreclosure and may only approve a foreclosure action after the delinquency equals or exceeds six months. Such foreclosure shall be approved by the Board via resolution or a vote of the Board recorded in the minutes of the meeting at which the vote was taken.

R. Waivers. The Corporation is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Corporation shall determine appropriate under the circumstances.

S. Communication with Members. All communication with a delinquent Member shall be handled through the Corporation's attorney once a matter has been referred to the attorney. Neither the President nor any member of the Board shall discuss the collection of the account directly with a Member after it has been turned over to the Corporation's attorney unless the attorney is present or has consented to the contact.

T. Communication by Members. Members may communicate with the Corporation in any manner they choose including email, text, fax, phone, or in writing, when available. However, in doing so, the Member acknowledges that the Corporation and/or its agents may communicate via the same method unless otherwise advised.

U. Defenses. Failure of the Corporation to comply with any provision in this Rule shall not be deemed a defense to payment of assessments, fees or other charges, late charges, return check charges, attorney fees and/or costs as described and imposed by this Rule.

V. Credit Report. If a Member becomes delinquent in the payment of assessments the Member acknowledges and agrees that the Corporation may cause a credit report to be pulled via an agent, in order to facilitate the collection of unpaid assessments.

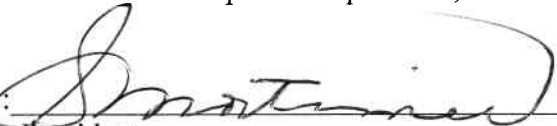
W. Definitions. Unless otherwise defined in this Rule, initially capitalized or terms defined in the By-Laws shall have the same meaning herein.

X. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of applicable law of the States of South Dakota, and Wyoming.

Y. Deviations. The Board may deviate from the procedures set forth in this Rule 15 Collection of Dues, Monetary Penalties, Assessments, and Related Costs if in its sole discretion such deviation is reasonable under the circumstances.

**PRESIDENT'S CERTIFICATION:** The undersigned, being the President of the Corporation certifies that the foregoing Rules were adopted by the Stockholders, at a duly called and held meeting of the Stockholders on August 6, 2016 and in witness thereof, the undersigned has subscribed his/her name.

**SAND CREEK COUNTRY CLUB , INC.,**  
a South Dakota nonprofit corporation,

By:   
Its: President