LOS ALTOS
ROD AND GUN CLUB

MEMBER HANDBOOK

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ADOPTED: DECEMBER 1, 2021
REVISED: NOVEMBER 24, 2021

PREFACE

Over the years the Board of Directors of the Los Altos Rod and Gun Club has established House Rules, and Club Procedures to set guidelines for Club operations. Many of these guidelines directly affect members. To inform the membership of these guidelines we have prepared the following as a reference guide. Your compliance with these guidelines will help ensure smooth operation of the Club and the range. We appreciate your cooperation.

Los Altos Rod and Gun Club
Board of Directors

Section I: NEW MEMBER INFORMATION

WELCOME NEW MEMBER

Now that your membership in the Los Altos Rod and Gun Club has been approved, we would ask you to take the time to thoroughly read the member handbook. The summary was put together to introduce you to the Club and some of the responsibilities and privileges of membership. Enclosed is your Club Membership Certificate the Certificate is your proof of membership - please keep it in a safe place. Also enclosed is a wallet sized membership card, which you must sign and carry with you every time you go to the range. It MUST be presented at the office if you are asked for proof of your membership when signing in or if you are at the range on a member day and another member or range personnel asks to see it.

The Los Altos Rod and Gun Club is a California Nonprofit Mutual Benefit Corporation comprised of 164 proprietary members. Incorporated in 1953, the range has been at the current location since 1955. We purpose to promote the general welfare of game and wildlife and by education and example to foster and maintain high standards of sportsmanship along with the conservation of wildlife in the state of California.

Three social functions are held each year and you are encouraged to attend them all. Our annual Shareholders Meeting and Dinner is held in December. We also offer a picnic and barbecue at the range, held the Monday of Memorial and Labor Day weekends when the range is closed to the public.

Dues are currently $100.00 per year. A dues statement is mailed to each member in December and must be paid before January 31. Any member who does not pay his or her dues by January 31st will be billed an additional $25.00 for each month the dues payment is late. In addition, membership privileges are suspended until the dues are paid.

All new members will have a two-year probationary period starting the day your membership is approved by the Board of Directors. During your probationary period if you fail to follow the rules set forth by the club, your membership may be revoked, and your money refunded. Our goal is to protect you and others and to have a safe and enjoyable experience while utilizing the facilities. Remember that this is our range and being one of one hundred and sixty-four members, we all want to use our range in a safe manner.

Prior to shooting on member days (days we are not open to the public); new members are required to complete your Safety Orientation meeting with an authorized board member. You may use the range on public days until such time that you have completed the Safety Orientation. You will not be allowed to use the facility on member days until this training has been completed. When using the range on member days be aware there will not be any staff to monitor you or others. Overall safety, proper firearm handling and good behavior are of paramount importance. As a member of the Club, it is even more important for you to obey all our Range Safety Rules because if the members do not set a good example how can we expect

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the public to observe our safety rules. Any member who violates these rules will be contacted and subject to disciplinary action as deemed appropriate by the Board of Directors.

Please schedule a time to meet with an authorized board member to complete your Safety Orientation, (on a member day that is convenient to both parties).

- Member Parking during public days is limited to designated parking spaces only.
- Parking on the loop near Norm's retreat is always limited to designated parking spaces.
- Do not block or restrict the flow of traffic through any roadways at any time
- Members and their guests must always stay in publicly accessible areas.
- Access to Corp Yard, Maintenance Road, Back Road, Non-paved areas, Barn, Fire suppression shed, is prohibited unless authorized by a board member.
- Use of Range tools or Range vehicles is limited to authorized employees or authorization obtained from a board member.

You will need to sign in at the Office upon entry to property. Please put your member number, and (M) after your name on the sign in sheet. If you bring guests, have them sign in below your name and put your number and a (G) after their name. The Members sign in sheet is located on the East side of the office and left of the beige cabinet where the emergency telephone is located.

Members who have completed their Range safety sign-off's are entitled to shoot at the range Monday, Tuesday, or Wednesday when we are closed to the public. Shooting hours are strictly enforced to between 9:00 AM to 5:00 PM. Shooting before or after our regular scheduled shooting hours is not permitted.

The range is closed to <u>EVERYONE</u> on Easter Sunday, Thanksgiving Day, and Christmas Day - for members as well as the public, out of consideration for our neighbors on the hill. Please do not plan to use the range on these three days.

Your membership card has a 4-digit number which is the combination for the electric gate. To open the gate, you must first press # followed by the four digits. The gate will open and close automatically but please make sure the gate closes after you enter <u>and</u> after you leave the range. As a member you are equally responsible for the security of the range property. **Do not give the gate code to non-members such as guests or family**. An automatic gate opener may be purchased at the Pro Shop during regular business hours. Members and their guests are not allowed to hike on the property or wander through the work resident's private sites. Do not bother them or ask them to open the Pro Shop on member days. Come prepared to shoot with all your supplies.

An emergency telephone is located inside the beige cabinet on the right side of the office. <u>This telephone is for emergencies **ONLY.**</u> All ranges have first aid kits and fire extinguishers – please make yourself aware of their locations. All work residents have keys to the office and should be notified of emergencies occurring on member days.

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Members are allowed to take a maximum of 4 guests at any one time to the range. **Members MUST always stay with their guest(s)**. Do not split your guests between different ranges. Guests may not be at the range without the member present and are required to leave if the member needs to leave. On member only days, you are the RANGE SAFETY OFFICER for your group. Know the club safety rules and explain all safety rules to your guests. Copies are available from the Pro Shop, posted on the office bulletin board and by the soda machine next to the Tin Can Range.

A 20% discount on any purchase from the Pro Shop is extended to all members, except for food and rentals. Only biodegradable clay birds may be used on our range and can be purchased at our Pro Shop. On member only days, discounted clay birds are sold on the honor system. Birds are in the shed next to the soda machine. Cash or checks should be placed in the Red Payment Box on the right side of the office in the beige cabinet- NO IOU'S ARE ALLOWED!

If you want to shoot on the Electronic Trap field, you will need to attend a training class and be signed off on its use.

On member only days, coordinate cease-fires with other members on your range. Do not take for granted that someone else will know when you want to post targets and when to stop shooting or handling their firearms. Clean up ranges after use: dump your trash in the appropriate containers, remove and discard old targets, shotgun hulls and brass (you are only allowed to keep your own brass). Please put stools under the shooting stations, brooms in holders and return any used items to their appropriate location.

Again, welcome to the Los Altos Rod and Gun Club. If you have any questions, about this handbook or member policy, please contact one of the Board Members. We look forward to you becoming an active member in the organization and hope you get to know your fellow members.

Sincerely,

Board of Directors
Los Altos Rod and Gun Club

CLUB CONTACT INFORMATION

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E-mail:	Rangemaster@largc.com
Web:	www.largc.com
Mailing:	Los Altos Rod and Gun Club P.O. Box 3546 Saratoga, CA 95070

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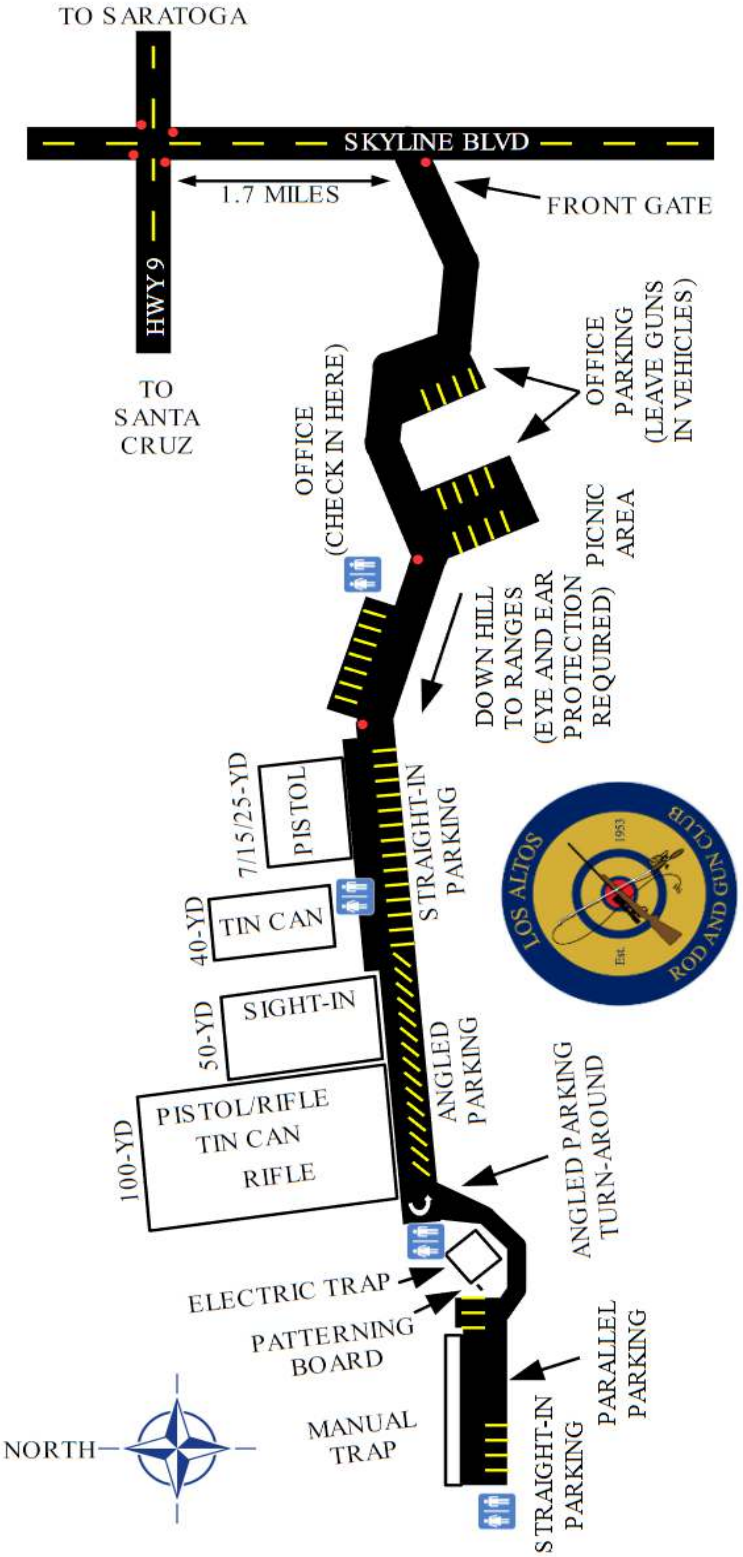
RANGE MAP



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Section II: HOUSE RULES AND POLICIES

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HOUSE RULES AND POLICIES
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MEMBER DAY RULES

POLICY

Members in good standing with the Club may use the range facility on non-public days, which we designate as **Member Days** (Monday, Tuesday, and Wednesday).

The Range Office is closed on Member Days. If you need supplies on those days, you will need to acquire them prior to coming to the range. It is also appreciated that you do not arrive at the range too early in the morning as we have resident workers on the property. Please do not disturb them or ask to purchase supplies on Member Days. The Club has designated the hours of 10:00PM to 8:00AM as Quiet Time.

You will need to sign in at the Office upon entry to property. Please put your member number, and (M) after your name on the sign in sheet. If you bring guests, have them sign in below your name and put your number and a (G) after their name. The Members sign in sheet is located on the East side of the office and left of the beige cabinet where the emergency telephone is located.

If you bring guests, refer to the Guest Policy for your supervisory role to ensure **Safety** and adherence to **All** Range Rules. Remember, YOU are the Range Safety officer for your group.

On Observed Monday Holidays such as Memorial Day and Labor Day the range may be put on Tower Command if it is noticed that a large volume of shooters is present.

ALL Range rules **MUST** be followed on Member Days, including summer and winter shooting hours. Unless the Control Tower is in operation on Member Days ranges will operate as separate ranges:

100- and 200-yard rifle range
50-yard rifle range
40-yard tin-can range
7/15/25-yard pistol range
2P range

Cease fires on each separate range are to be handled in a safe and courteous manner by the shooters on that range. Do not go down range unless the other shooters on your range are in a cease-fire, with actions open, magazines removed and no ammunition in the chamber. All shooters should move away from the shooting stations during a cease-fire. There is to be no use of unauthorized targets including steel.

The range is closed to EVERYONE on Easter Sunday, Thanksgiving Day, and Christmas Day - out of consideration for our neighbors on the hill. Please do not plan to use the range on these three days.

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GUEST POLICY

POLICY

Members in good standing with the Club may invite guests to use the Range Facilities on both Member Days and Public Days. No entrance fee is required on Public Days, but standard member/guest sign-in policy must be followed.

THE FOLLOWING RULES DURING MEMBER DAYS MUST BE FOLLOWED:

1. The member must be present with their guests and in a supervisory role to ensure **SAFETY** and adherence to **ALL** Range Rules.

2. Only four (4) guests are permitted at one time, and they must leave the property if the member needs to leave.

3. If more than 1 guest is present, do **NOT** split guests up on different ranges, always stay with them.

4. If more than four (4) guests are desired a written request must be forwarded to the Board of Directors for approval.

5. Guests are not permitted to shoot on the 2P Range, but they can be in the 2P area to observe.

6. Guests can only use the 200-yard range after completing a safety orientation with an approved board member

7. Guests using the Electric Trap must pay the Guest Fee per round of trap.

IF MEMBER AND GUESTS ARE SHOOTING ON A PUBLIC DAY THE FOLLOWING EXCEPTIONS ARE ENFORCED:

1. 200-yard range is UNAVAILABLE to members and their guests on public days.

2. On public days, Guest may shoot on separate ranges but must abide by all range rules and RSO directions.

3. Members are still responsible for their guests while on property.

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MINOR POLICY

SHOOTING

Under 18 Years Old:

- Rifle or shotgun shooting allowed if accompanied and supervised by a responsible adult at least 21 years old and having written permission by parent or legal guardian.
- handgun shooting allowed if supervised by a responsible adult at least 21 years old and with written permission from their parent or legal guardian

Between 18 to 21 Years Old:

- rifle or shotgun shooting allowed.
- handgun shooting allowed if accompanied and supervised by their parent or legal guardian.
- handgun shooting allowed only with written permission from their parent or legal guardian.

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AMMUNITION PURCHASE RULES

POLICY

BULK AMMUNITION

Bulk ammo when available is offered to members for sale through the store with their member discount applied. The club may place limits on the quantity that can be purchased due to limited availability. The club is not a large volume retailer to get on any allocation lists with these vendors.

Members direct ordering bulk ammo for transfer through the range:

1) A member can order from willing retailers that would ship to the club.
2) Member will pay all costs including shipping and any taxes.
3) Member must require the retailer to include the member's name on the shipping label.
4) Member must notify the club via email of the order and provide a copy of the order.
5) Member must notify the club when a tracking number is provided but the member is responsible to track the shipment for eta purposes.

STORE AMMUNITION

Store ammunition is available to purchase by everyone on public days only. Members as well as the public are subject to limits on ammunition that can be purchased from the store. Any amount of ammunition purchased that will not be used on property is subject to a background check.

BACKGROUND CHECKS

CA DOJ requires a background check for all ammo purchased to be taken off the club property.

Fee schedule:

$1 for a standard OR COE check (Members and staff)
$20 for standard OR COE check (Customers and passholders)
$19 for a basic full check (can take up to 30 days to complete) (Members and staff)
$40 for a basic full check (Customers and passholders)

- **If a check is submitted and rejected, the member/staff/customer will be charged the extra fee, no exceptions. It must be emphasized that any part of the info submitted must match what has been submitted in previous check whether its ammo or firearms. A misspelling of name, address, ID, an incorrect or included abbreviation can cause the system to reject the submittal and no reason will be given as to the rejection.**

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- **When ammunition arrives at the club, the member must make an appointment with the office to do a background check, pay any costs due the club and pick up the ammo.**

- **All background checks need to be completed on public days by appointment only.**

- **NO ammo ordered shall remain at the club for longer than 2 weeks from date of arrival. A storage fee of $25 per month will be assessed 2 weeks after the ammunition has arrived.**

- **Ammunition is considered abandoned after 3 months from date of club receipt.**

- **NO short term or long-term storage is allowed for ammunition at the range.**

- **NO IOUs accepted for ammunition.**

RANGE RULES GENERAL

All visitors are responsible for reading and following all rules, signs and spoken/written instructions. (LARGC reserves the right to revise and interpret its rules, refuse admittance, or eject anyone.)
Range personnel are here for your safety and must be obeyed promptly. Refusal will result in ejection from the range**.** (Those ejected will not receive refunds)
The Range Master has final authority to interpret and to enforce all rules.

To participate at LARGC each person MUST:

- Pay the entrance fee.
- Pass the safety test or have their orange safety card present.
- Understand and agree to follow all safety rules at all times!

NO HANDLING OR TRANSPORTING OF FIREARMS IN THE UPPER PARKING LOT

SPEED LIMIT: 3 MPH AT ALL TIMES – strictly enforced for your safety
EYE AND HEARING PROTECTION MUST BE WORN on all firing ranges during shooting sessions including when using scopes or binoculars.
BRING ALL GUNS TO THE RANGE UNLOADED AND IN A CASE Transportation of firearms is only allowed during live fire. Open cases only at shooting stations with the muzzle pointed down range.
ALWAYS KEEP GUNS UNLOADED UNTIL READY TO USE Actions must be open and detachable magazines must be removed except when guns are in cases or being fired.
ALWAYS KEEP GUNS POINTED IN A SAFE DIRECTION Never point a gun toward anyone. Always keep firearms pointed **down range** toward target area. If moving a firearm between stations, you must have the **muzzle pointed up, the action open, and unloaded with magazine removed if applicable.**
ALWAYS KEEP FINGERS OUTSIDE THE TRIGGER GUARD and off the trigger until your sights are aligned, on target and you are ready to shoot.
NEVER HAND A LOADED GUN TO ANYONE Before changing shooters, unload and place the gun on the shooting station **with** its muzzle pointed down range at your target, then allow the next shooter to pick it up.
NEVER SHOOT AT ANYTHING OTHER THAN YOUR APPROVED TARGET
Avoid crossfire*:* Do not shoot across anyone else's line of fire including someone else's target. Paper targets may be **stapled** *(recommended)* or **tacked/taped**. Post targets centrally on the target frames. Avoid shooting frames.
SMOKING - NEVER SMOKE NEAR WHERE BLACK POWDER IS IN USE.
Smoke at least **30 feet AWAY** and behind the firing lines. Dispose of all extinguished butts in the smoking receptacles.

NEVER HANDLE OR MOVE FIREARMS DURING A CEASE FIRE
Cease fires occur every 20 minutes in an hour with a 3-minute warning announcement in each session.
Shooting must STOP IMMEDIATELY when the buzzer sounds or when "CEASE FIRE" is called.
During a cease fire DO NOT approach the shooting stations for any reason without the assistance of a Range Safety Officer. LIVE FIRE SESSIONS are the ONLY time you can handle your firearm or move it in a case from your car to the shooting station.

CLEAN-UP: All shooters are responsible for removing their own targets and picking up their spent casings and trash - including "tin can" targets. White buckets are for expended brass or live rounds, blue barrels are for all other trash.

INJURIES: Report any injuries immediately, first aid supplies such as small bandages are provided in marked containers on all ranges. (Request range personnel assistance if needed).

RAPID-FIRE: **At least 2 seconds between each shot** is required **EXCEPT** for:
1.) rim-fire firearms on the Pistol Range, 40-Yard Tin Can Range, 50 Yard Range & 100 Yard Range
2.) air guns on the Pistol Range, 40-Yard Tin Can Range, 50 Yard Range & 100 Yard Range
3.) when shooting doubles on the Trap Ranges

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In case of a misfire (failure to fire or **hang fire**): Keep your firearm under control and the muzzle pointed down range for **at least 1 full minute** before attempting to eject the cartridge.

Shooting positions:

- Shooting from **seated** positions is allowed on all ranges except Trap Ranges *(wheelchairs OK).*
- Shooting from a **standing** position is allowed on all ranges **except** when using the **25-yard sight-in stations** on the 50-yard range, which must be used from **seated positions only**.
- **Squatting** or **Prone** positions are allowed while firing at 50-Yard,100-Yard and 100-Yard Tin Can Range.

Trap Ranges:

- Muzzle must be pointed up with action open when transporting all shotguns
- No more than 2 shells may be loaded in a shotgun at a time
- Only Shot Size 7.5, 8 or 9 allowed on the trap ranges
- **(NO Slugs, Buckshot, High-Velocity or Magnum Loads at any time on trap ranges)**
- **NO Flash Clays allowed**

Minimum Age Restrictions:

- **Under 21**: May not coach **handgun** shooters; may shoot **handguns** only with a responsible adult age 21+ and parent's or legal guardian's presence or written permission; may not purchase ammunition for **handguns.**
- **Under 18**: Must always be accompanied by an adult; may shoot only with presence of or written permission from parent or legal guardian and while coached by a responsible adult (age 21+ for handguns or 18+ for long guns) within arm's reach of gun used; may not purchase ammunition.
- ***No one under the age of 7 years old will be allowed entrance***

PROHIBITED ITEMS:

- **Alcoholic beverages or mind-altering substances** *(including cannabis)* anyone under the influence of or consuming either will be ejected from the range.
- **Ammunition** that is **armor-piercing**, **incendiary** or **tracer type**
- **Guns that are any of the following**:
  - **.50 BMG**, similar or larger
  - **BB guns** (guns that shoot ball bearings)—air guns shooting pellets OK
  - **Concealed carry**—MUST disarm before exiting your vehicle while on range property.
  - **Fully automatic** or capable of **selective fire, or Trigger activators**
  - **Illegal guns**—violating state and/or federal laws
  - **Incomplete systems**—with broken or missing key parts such as sights, handguards, etc.
  - **Long guns without shoulder stock**
- **Hip shooting** is **NEVER** allowed.
- **Pets**— are not allowed except qualified service animals subject to Range Master approval
- **Targets that explode, Flash clays,** or targets including images of people
- **Wearing** Body Armor, or plate carriers with/without plates, single point rifle slings, holsters, or holstered guns
- **No music, podcasts, or media to be played through hearing protection.**
- **Photography**: Never take pictures or record video of other people or their property without their prior permission.
- **Inappropriate attire and profanity** are not allowed on property.

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MEMBER DAY EXCEPTIONS TO PUBLIC DAY SAFETY RULES

THE FOLLOWING EXCLUSIONS APPLY ON **MEMBER DAYS ONLY:**

1. **RAPID FIRE:** Rimfire ok on all pistol/rifle ranges and centerfire allowed on 2P, pistol and tin-can ranges only.

2. **MANUAL TRAP RANGE:** There is no limit to the number of rounds you may load in your shotgun. If not crowded, multiple traps may be used simultaneously and more than one shooter per trap station is allowed, including standing to the right of the thrower, if done in a safe manner. Up to four clays may be loaded on the trap arm. Shotgun ammunition rules must be followed.

3. **CONCEALED CARRY:** Members and guests holding a valid CA legal CCW permit may carry concealed on Member Days (only) provided the firearm is properly concealed while on the range property. No firing from concealed unless on the 2P Range.

If any member of the LARGC staff or a Board member deems any activity to be unsafe, the member and/or guest will cease immediately and revert to public day safety rules. Even, if others are allowed to do what you were told to cease doing, you must stop. Each situation is different. The Range Master, LARGC staff and Board members have the final say on which activities must be stopped and when, without question.

MEMBERS MUST FOLLOW AND OBEY ALL RANGE SAFETY RULES ON PUBLIC DAYS.

Failure to comply may result in disciplinary action. Safety is paramount.

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MEMBER SPECIAL USE OF RANGE FOR INSTRUCTIONAL PURPOSES

A Member or group of Members may use the Range for special use with a Range vetted **CERTIFIED INSTRUCTOR** to train in various types of firearm handling.

The Member in charge will send a letter to the LARGC Board of Directors at least 60 days prior to the event. The letter shall include an explanation of the training activities for the class, the requested Range to be utilized and a copy of the CERTIFIED INSTRUCTOR's credentials and insurance indemnifying LARGC.

After review, the Board of Directors will notify the Member in charge if the class is approved or not. The date of the class to be held will be sent to all Members to notify them that the 'Specific Range' is in use and not available for regular use.

All Ranges are available for training classes on Member Days except the 2P Range. The 2P Range will remain available for member only use on all days.

Individual members seeking to improve certain aspects of their shooting skill may be allowed to invite a **CERTIFIED INSTRUCTOR** to coach and train them one on one at the 2P Range. (Non-member) Instructors will not be allowed to shoot.

Under the range sanctioned three-gun event, three Gun shooters will be allowed to practice on the Tin Can Range the first Tuesday of every month. Shooters must bring their own targets and equipment. No targets shall be borrowed from the 2P Range. Shooters must be qualified by event host to ensure safe firearm handling both in and out of a holster. Holsters are only allowed to be worn while on the Tin-can range and only during the event. The event will be a 'cold range' event where all firearms (holstered or tabled) will be unloaded and void of magazines except for the active competitor under direct RO supervision. Uncasing of firearms anywhere except the safety table is prohibited.

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RANGE USE BY TYPE OF FIREARM

BLACK POWDER PISTOLS	**NOT** Allowed on 7 yd. Pistol Rang OK on 15- & 25-yard Pistol Ranges OK on 40-yard Tin Can Range OK on 50-yard Rifle Range OK on 100-yard Tin Can Range (and 6 target stands to the right) **NOT** allowed on 100-yard Rifle Range
BLACK POWDER RIFLES	**NOT** Allowed on any Pistol Range OK on 40-yard Tin Can Range OK on 50-yard Rifle Range OK on 100-yard Tin Can Range (and 6 target stands to the right) OK on 100-yard Rifle Range
PISTOLS	OK on 7-, 15-, & 25-yard Pistol Ranges OK on 40-yard Tin Can Range OK on 50-yard Rifle Range OK on 100-yard Tin Can Range (and 6 target stands to the right) **NOT** allowed on 100-yard Rifle Range
RIFLES	OK on 7-, 15-, & 25-yard Pistol Ranges (NO CENTER FIRE) OK on 40-yard Tin Can Range OK on 50-yard Rifle Range OK at 25-yard "Sighting – In" targets on 50-yard Range OK on 100-yard Tin Can Range (and 6 target stands to the right) OK on 100-yard Rifle Range
AIR RIFLES	OK on all Rifle and Pistol Ranges – No BB guns allowed
AIR PISTOLS	OK on Pistol and 40-yard Tin Can Range – No BB guns allowed
SHOTGUNS	**NOT** allowed on 7-, 15-, & 25-yard Pistol Ranges
Birdshot	OK on 40-yard Tin Can Range OK on both Trap Ranges – Shot size must be 7.5, 8 or 9 only OK on Patterning Board - Shot size must be 7.5, 8 or 9 only
Buckshot	ONLY on 40-yard Tin Can Range **NOT** allowed on Trap Ranges **NOT** allowed on Patterning Board
Slugs	OK on 40-yard Tin Can Range (with optic or front and rear sights) OK on 50-yard Rifle Range (with optic or front and rear sights) OK on 100-yard Tin Can Range (and 6 target stands to the right) OK on 100-yard Rifle Range **NOT** allowed on Patterning Board
Patterning Board	**BIRDSHOT ONLY**! - Shot size must be 7.5, 8 or 9 only **NO** slugs or buckshot

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ACCIDENT PROCEDURE

IN EVENT OF AN ACCIDENT INVOLVING A LIFE-THREATENING INJURY

CALL 911 - EMERGENCY NUMBER

CLOSE THE RANGE IMMEDIATELY!

Have someone stay with the injured person and provide reassurance and make every effort to provide necessary first aid where applicable.

Make every effort to get witnesses to the accident and maintain surveillance over any equipment or items that may have had a bearing on the accident until the proper authorities arrive and begin their investigations.

Report all accidents to on site staff and a member of the Board of Directors immediately!

Complete an accident report form within 24 hours of the incident.

DON'T PANIC!

IMPORTANT PHONE NUMBERS

EMERGENCY 911

Park Ranger Dispatch 831-649-2817 (DO NOT SHARE THIS NUMBER!)
Saratoga Summit Fire Station/S. Skyline FD (408) 867-3625
Santa Clara County Sheriffs Dept. (408) 299-2311
Santa Cruz Co Sheriffs Dept. Non-Emergency (831) 471-1121

An emergency telephone is in the beige cabinet on the east side of the Range Office.

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2P RANGE POLICY AND PROCEDURE

General Overview

The Practical Pistol (2P) Range has been declared a "restricted use" range by the Los Altos Rod and Gun Club Board of Directors for the type of shooting known by the following: Action, Combat, Practical, etc. This range is limited for the exclusive use of members of record only.

The Approved Board Member will assist any member who wishes to obtain training and safety instruction on the use of the 2P Range. The rules as set forth by the 2P Committee must be always followed to maintain safe use of the range.

GUESTS and Guest Instructors will NOT be allowed to shoot this range.

GENERAL SAFETY RULES FOR THE 2P RANGE

1. Safety flag must be displayed when the range is in use.

2. Cease fires on the master range must be observed on Public Days.

3. Users must furnish their own targets.

4. Range must be left clean and orderly when finished. Users must pick up all fired brass cases and dispose of them in the 5-gal White Bucket. Fired shotgun hulls, wads and paper targets must be disposed in the Blue Garbage Can. Steel Targets should be set upright and spray-painted. Spray paint is in the locker behind the shooting tables.

5. If more than one person is using the range, one person should be designated Range Master and be responsible for the safe operation of the range.

6. All targets must be placed to avoid ricochets and splash to the other ranges and to the shooters themselves.

7. Eye and ear protection must be always worn.

8. No holsters are to be worn outside the fenced area of the 2P Range.

9. On public days park vehicles in the parking area uphill from the 2P Range, allowing maximum parking for other ranges.

10. On public days – Cease Fires must be strictly adhered to while on the 2P range.

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ADOPTED: DECEMBER 1, 2021
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RULES FOR SHOOTING STEEL TARGETS

1. When shooting at steel targets, maintain a minimum distance of 10 yards and engage targets at an angle not greater than 20 degrees. (Asphalt curb closest to target stands)

2. Handguns using handgun calibers with velocity's less than 1200 Fps,.22 caliber rimfire rifles, or shotguns (with bird shot size 7.5,8, or 9 under 1200 Fps) may be used on steel targets.

3. Ammunition allowed to be used on steel targets includes solid lead bullets, copper jacketed lead bullets, copper plated lead bullets, lead birdshot.

4. **CENTER-FIRE RIFLES, .17 CALIBER RIMFIRE RIFLES, AND BUCKSHOT/SLUG SHOTGUNS ARE NOT TO BE USED ON STEEL TARGETS.**

5. **SOLID BRASS OR SOLID COPPER BULLETS, FRANGIBLE PROJECTILES, STEEL JACKETED BULLETS, STEEL CORE BULLETS, STEEL SHOT, LEAD BUCKSHOT, LEAD SLUGS, ARMOR PIERCING, PENETRATOR BULLETS OR IMPROVISED PROJECTILES ARE PROHIBITED FROM BEING USED ON STEEL TARGETS.**

6. For Environmental reasons all Members are limited to 400 rounds per week on steel targets.

ADOPTED: DECEMBER 1, 2021
REVISED: NOVEMBER 24, 2021

TIN CAN RANGE RULES

1. Allowable targets on the Tin Can range are open disposable metal containers no larger than one gallon in size. Do not shoot alcoholic beverage containers, plastic, glass, appliances, computers, melons, rocks, un-approved steel targets, etc. Targets may be filled with clean water only.

2. Targets on the Tin Can ranges must be placed between the white posts and below the red marks.

3. Do not shoot at targets in the flat area in front of the white posts.

4. Targets above the grey sand area are not to be fired upon – it may result in ricochet.

5. Do not climb the berm as this will cause the ballistic sand to slide off the berm.

6. Use the extended rake (laying on the left berm) to reach targets that have moved uphill beyond arms reach.

7. **No use of Alcohol containers on the Tin Can range. No alcohol containers may be brought onto range property. Empty alcohol containers may not be disposed of on range property.**

ADOPTED: DECEMBER 1, 2021
REVISED: NOVEMBER 24, 2021

200-YARD RANGE RULES & REGULATIONS

Members and their guests who have been instructed in its use by an authorized board member may use the 200-yard range on MEMBER DAYS only.

The 200-yard range may not be used on Public Days by anyone.

There will be a separate **sign-in sheet** for users of the 200-yard range to sign before use. After using the 200-yard range you are required to **sign out** of the 200-yard range. Any user of the 200-yard range found to violate any of these rules will permanently lose his/her 200-yard range privilege.

Prohibited on the 200-yard range:

- No rapid fire
- No .22 Short, .22 Long, or .22 Long Rifle
- No pistols
- No black powder
- No personal vehicles beyond the shooting benches
- No personal targets except standard paper

Shooting stations 19, 20 and 21 (west end) of the 100-yard line may be used as well as the ground to the left of said stations (for prone shooting).

Before using the 200-yard range each day shooters must first shoot a **verification target** on frames 19, 20 or 21 of the 100-yard range and make sure that they are within 1 inches (up, down, left or right) of their point of aim. Shooters may use the 200-yard range only after verifying their zero. **This verification process must be completed for every rifle used at the 200-yard range.**

Users of the 200-yard range should **coordinate the use of the range** with users of the 100-yard range to insure safe usage.

When going out to or coming back from the 200-yard target slot shooters are required to use the **electric warning lights** to alert others on the range that it is being used. This should serve to ensure that users of the 100-yard range will always know what the status of the 200-yard range is.

These lights are to be used only when posting or retrieving targets in the 200-yard target area. The lights should only be turned off by the person that turned the lights on.

After ensuring that the range is safe and after activating the warning light system, users of the 200-yard range may go downrange to post a verification target on frames 19, 20 or 21 of the 100-yard range, then continue into the 200-yard target area to place the target frames in position and post their targets or to set up the steel gong-type target if it is not already in place.

Members should be mindful of others using the range and quickly complete down range tasks, so they minimize delays.

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Clean up: When finished using the 200-yard range for the day, each user of the 200-yard range must take targets down, replace the target frames, repaint steel targets and put the steel target back in its storage area.

Your Board of Directors has determined that following these rules should ensure the safe use of this additional Member benefit. Because of the possibility of poor marksmanship or other safety concerns arising from the use of the 200-yard range these rules will be strictly enforced.

ADOPTED: DECEMBER 1, 2021
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MEMBER LOUNGE RULES

"Norm's Retreat"

Rules Governing Member Lounge Use:

Use of the Member Lounge is limited to Members and up to four of their guests to start, end or take a break from their shooting day. Such use must be in full compliance with the laws and ordinances of the State of California, as well as in full compliance with the LARGC Regulations. A member of record must be in attendance when any non-member is in the Member Lounge.

Board of Directors meetings will be held in the Member's Lounge (normally six times annually) and will be closed to those not attending the meeting. Advanced notice will be sent out to inform our members of the scheduled times and dates of such business meetings.

Meetings and Group Functions:

1. Members also accept full financial responsibility for any damage, loss or theft of club property related to their use of the Member Lounge. The member agrees to accept and pay for damage as determined by the Board. An appeal may be made in writing to the Board of Directors, but the member agrees to accept as final the board's decision of damage payments. Failure to pay for loss or damage to the Member Lounge will result in lack of privileges and the membership may be sold and damages deducted from the proceeds.
2. All Groups or individuals using the Member Lounge must leave the premises locked and in a neat, clean, and orderly condition. This means the kitchen areas and bathroom must be cleaned. All trash must be securely bagged in plastic bags and disposed of in the trash bin located outside by the stairs. If the Member Lounge is not left in a neat, clean, and orderly condition, the club member will be denied access to the Member Lounge permanently.
3. The walls and doors of the Member Lounge shall not be decorated at any time.
4. Evening use must be over by 9:00 pm and all cleanup must be completed by that time all lights and television turned off and the building locked up. Quiet must be observed in the outdoor area after 10:00 P. M. The thermostat is to be reset at 50 degrees (winter heat) or 85 degrees (summer air conditioning) when Member Lounge is not in use. Turn OFF stove burners and oven and lock all doors and windows.
5. No wood or briquette barbeques are allowed at the Member Lounge area. Barbecuing is permitted only on Club provided barbecue grills.
6. No food items are to be left anywhere in the Member Lounge, including the refrigerator.
7. The Club will supply trash bags, paper towels, toilet paper and cleaning supplies. Please let the staff know if any of these supplies are running low. The member is responsible for cleaning all Member Lounge areas used: bathroom, kitchen, sinks, appliances, tables, etc. This includes vacuuming of the floor and returning furniture to original location.

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8. Do not overload circuits by using 3-way plugs that will allow the plugging in of (for example) 2 coffee pots and a toaster in one socket
9. Smoking is never permitted in the Member Lounge.
10. No alcoholic beverage is ever permitted in the Member Lounge.
11. No ammunition is ever permitted in the Member Lounge.
12. **No cleaning** of firearms in or around Member Lounge.
13. **No handling of loaded firearms** is permitted in the Member Lounge.
14. **No animals** are permitted in the Member Lounge. Outside the Lounge is allowed provided the animal is well behaved.
15. **Failure to comply with any of the rules** will result in a ban from use of the Member Lounge or other actions, including financial reimbursements to the club as deemed appropriate by the Board of directors.

General Rules:

<u>All Range Safety Rules shall apply to use of the Member Lounge</u>.

1. Outside doors at the Member Lounge are to be kept always locked when not in use.
2. Proper attire will be always worn in the Member Lounge. No undressing or nudity is allowed in the Member Lounge (bathroom excepted).
3. Members and their guests shall exhibit appropriate behavior, language, and appearance while on Member Lounge grounds or as representatives of the LARGC in other locations as a courtesy to the enjoyment of all Members and to protect the good name of the LARGC. Members and their guests, who conduct themselves in an unbecoming manner or knowingly violate any Member Lounge rule, regulation or Bylaw may be denied privileges or be subject to sanctions at the discretion of the Board of Directors. This may include suspension and termination of membership as allowed for in the Bylaws of the LARGC.
4. The sponsoring Member shall have the responsibility to supervise their guests to assure that the Rules of the LARGC are followed.
5. No contents of the Member Lounge may be taken for use outside. Tables and chairs must be used inside the Member Lounge only.
6. Total occupancy of the Member Lounge is limited to 16 people.
7. The use of the Member Lounge is limited to the hours of 8:00 AM to 9:00PM.
8. Complaints of excessive noise, any violations of stated rules or disturbance of any kind occurring because of member/ member's guest use shall result in the immediate revocation of the right to use the Member Lounge. This is at the sole determination of the Board of Directors.
9. Limited parking is provided adjacent to the Member Lounge and should be used by the participants of an event. If parking is inadequate, guests are requested to park in the designated parking areas.
11. All members and guests MUST register by signing the sign in sheet in the Member Lounge. Sign in at the office first then proceed to Member Lounge.

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Indemnity

The member agrees to indemnify and hold harmless the LARGC, its officers, directors, employees, agents and members, past, present, and future, from any and all charges, claims, costs, causes of action and liability (including, but not limited to, attorneys' fees) for any injury, to either person or property, suffered by the member, family members, guests, invitees or any member of the LARGC or any other person which arise from or are in any way related to the agreed upon function, activity, or use of the Member Lounge whether or not caused by the LARGC's negligence.

I, _____ ("member & number"), have read and understand the Rules and Regulations for use of the Members Lounge and agree to abide by these rules.

Signature _____ Date _____

Address _____

Telephone_____E-Mail Address_____

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TRAP SHOOTING POLICY

Qualified Operators (checked out to operate the Electric Trap machine)

Members who desire to become **qualified operators** of the Electric Trap machine shall schedule an appointment with the Maintenance Manager or whom the Board of Directors has in place for orientation and training.

Member(s) will learn the procedures on how to operate the Electric Trap machine and which adjustments (and ONLY which adjustments) are to be made by Qualified Members. NO unqualified persons shall operate the Electric Trap machine.

You must be **mechanically qualified and authorized** to adjust the Electric Trap machine.

Pricing

See scoring sheets for current pricing.

Bookkeeping and Record Keeping
Qualified Operators must adhere to the bookkeeping and record keeping procedures established by the Club. Funds and records must be submitted to the Range Office daily including. Member's days and days when the Electric Trap range is not scheduled for regular staffing. The office staff will ensure that the round count will not exceed 5 rounds sold per box of clay birds used on the Electric Trap machine -- if it does, the Office Manager must be notified and make an investigation and take immediate corrective action.

Customer Interaction
Any Qualified Operator, while using the Electric Trap machine, must make it available and serve as the operator for other shooters (members and nonmembers), and collect their Electric Trap fees. This is true for members and their guests 7 days a week and for public customers during all public days.

All Operators are responsible for ensuring that all shooters follow the Range Rules. Hearing and eye protection are always required.

Any operator, paid or not, must exhibit a friendly and cooperative attitude to all users and potential users of the Electric Trap range.

All operators shall score all rounds and provide the scores to any shooters interested.

All operators shall insure that 25 birds are thrown for each paid round (50 birds thrown on 25 pulls for a doubles round, paid at twice the per round fees for single rounds).

Safety/Etiquette
When arriving at the electric trap all gun cases will be placed on the bench next to the gun racks pointing down range and the guns removed, actions open and placed in the gun racks. No removal/assembly is authorized on the picnic tables.

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No passing shotguns between shooters. One shotgun, one shooter. Max of 5 shooters per round.

Do not lean over to pick up empty hulls during the shooting session. All empties will be picked up at the end of each round.

Never load your gun before changing positions.

Load only one shell at a time except when set up for doubles. Close the action only when it is your turn to shoot. If a delay occurs, remove the shell.

Do not load or raise and shoulder your gun until the shooter ahead of you fires and it is your turn to shoot.

Call in a loud, clear voice so that there is no confusion about when the puller should respond.

Do not allow ejected hulls from your gun to hit or annoy other shooters.

When moving from position five to position one, turn to the right (muzzle up) to avoid bumping guns with the person coming from position four and pass behind the other shooters in front of the range officer's booth.

Remain at your station until the last person has fired and move to the next position when the range officer says rotate. On your 25th shot stand facing the trap house until the last person has fired ending the round. All persons will then proceed to the gun rack and place their guns, actions open and muzzles up, in the rack.

Shooters are always willing to have you look at their guns if you ask permission first. Do not pick up another person's gun from the rack and handle it without asking. This also applies to Range Safety Officers.

Observe safety rules. Firearms **MUST BE always POINTED DOWN RANGE (above the trap house) or with the MUZZLE UP**, except when transporting to and from the firing points, when the **MUZZLE WILL BE POINTED UP.** Do not point your gun at another person, even if it is unloaded. Shotguns with break open actions may be held with action open and muzzle pointing upward or at the ground facing downrange (do not point the muzzle anywhere else).

An Orange Cone placed on top of the Trap House indicates someone is working inside. DO NOT attempt to use the trap range or point firearms down range until you verify no one is inside the Trap.

LONG RANGE PISTOL RULES

POLICY

It is the policy of the Los Altos Rod and Gun Club that we will allow the use of pistols on the 100-yard range under the following conditions.

1. The type of pistols used will be of the type known as T.C. Contenders, Rem. XP-100's, Wichita Silhouette, revolvers and other pistols used for long-range hunting, target and silhouette use that have a minimum barrel length of six inches.
2. Firing will be from benchrest, Creedmoor or off-hand positions.
3. Use Station 1-6 only – has a higher backstop in case an errant round

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BLACK POWDER RULES

POLICY

1. Use only black powder products or black power substitutes, of the proper granulations, in our muzzle loading firearms.

2. NEVER fire a muzzleloader unless the ball or shot charge is firmly seated against the powder charge. An air space between powder and projectile will cause the barrel to be ringed or bulged, thus ruined for accurate shooting, and in some cases may cause the barrel to rupture with attendant injury to the shooter and bystanders.

2. **Do not exceed manufacturer's recommended maximum loads or attempt to load multiple projectile loads. When in doubt, secure information concerning proper loads from an authoritative source.**

3. When loading your muzzle loading firearm, do not expose your body to the muzzle. Grasp the ramrod only a short distance above where it protrudes from the barrel, pushing it down in short strokes, rather than grasping it near the outer end, where, in the event the rod breaks, serious injury can be rendered by the shooter's arm encountering the splintered end of the broken rod.

4. NEVER smoke while loading, shooting, or handling black powder.

5. Do not load directly from powder horn or flask. Use a separate measure. A lingering spark in the barrel can ignite the incoming charge, causing the horn or flask to explode in your hand.

6. The half-cock notch is the safety notch on a muzzleloader. Always be sure it is functioning properly. If your lock or triggers seem to be improperly functioning, take your firearm to a competent muzzle loading gunsmith for checking and correction of the problem.

7. The nature of a muzzle loading firearm requires that you, the shooter, exercise caution and skill in the care, loading and use of such a firearm. Make certain that you are informed as to the proper steps in such care and use.

8. Never use 4Fg Black Powder as a main charge. 4F burns too fast and could burst a barrel. Severe injuries are possible.

9. Always make sure that the ball is seated against the powder. If you do forget to run a cleaning patch between shots and a patched ball hangs up halfway down, pour a couple of tablespoons of water down the barrel and allow it to stand for 20 to 30 seconds. The water will soak into the patch and loosen the black powder residue that caused the hang-up. Pour the water out and seat the ball on the powder. Shoot immediately and clean.

10. When you prime your pan, fill it only 1/4 to 1/3 full. More powder gives an excessive flash and acts as a fuse delaying ignition time.

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11. Never snap a percussion lock. It will often break the tumbler. If you snap a flintlock to adjust or test the flint, never do so with the rifle loaded. Even though the pan is NOT primed, many rifles will fire from the sparks alone.

Black Powder Reference:

Fg	Small bore cannons or large bore muskets (.75 caliber or larger)
FFg	Large bore fusils, trade guns or rifles (.50 caliber or larger)
FFFg	Small bore rifles or pistols (smaller than .50 caliber)
FFFFg	Priming flintlocks ONLY

Black Power Substitute Reference:

Pyrodex RS	Large bore fusils, trade guns or rifles (.50 caliber or larger)
Pyrodex P	Small bore rifles or pistols (smaller than .50 caliber)

GUIDELINES FOR USE OF THE PICNIC AREA

To minimize future problems and establish guidelines for the use of the Los Altos Rod and Gun Club Picnic Area, the following will be observed:

1. Club members and their guest(s) or the public having paid range fees may use the picnic area.

2. Use of the picnic area by other than Club members will be by prior permission only.

3. The range personnel will advise a representative from the group as to designated parking areas and any specific traffic safety rules. This representative must assure that all group vehicles will be parked safely and traffic rules adhered to as specified by range personnel.

4. If the group does not wish to appoint a representative, a charge of $25.00 per hour must be paid in advance to enable the range to provide manpower for this task.

5. Children and pets are not allowed to run freely in the picnic or parking areas and must be always supervised.

6. Members and groups must clean up any portion of the picnic area that was used by them. Failure to do so will result in refusal for future use.

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BRASS RECOVERY AND SALE

All range brass will be collected each evening after the range is closed and sold to a contracted source for an agreed price. Members and employees may purchase brass for an amount to be determined by the Director of Operations, plus tax. Regular member or employee discounts will apply, and they must contact the Director of Operations to purchase the brass or purchase from office staff during public hours only.

Anyone caught pilfering brass will be given a warning and the brass will be reclaimed from the person. If the person continues to pilfer brass the following action will be taken:

GENERAL ADMISSION:	Person will be ejected from the range.
PASS HOLDER:	Pass will be confiscated, and person will be ejected from the range.
EMPLOYEE:	Will be dismissed. (Employees are also subject to dismissal for knowingly allowing others to pilfer brass.)
MEMBER:	Members will be dealt with per instructions of Section III, Item 9, "Disciplining Members" contained in the Bylaws of the Los Altos Rod and Gun Club.

A general warning on brass rules will be included in the Range Safety Rules handout. Also, verbal warnings will be aired during cease-fire periods as required.

ADOPTED: DECEMBER 1, 2021
REVISED: NOVEMBER 24, 2021

HANDLING COMPLAINTS

POLICY

All complaints and/or grievances submitted to employees, members and Director/Officers will be addressed in accordance with the following procedures:

PROCEDURES:

Complaints about range operations will be resolved at the level in the management chain that received the complaint if possible. When resolution is required at higher levels the following contacts will be utilized in the order listed:

1. Range Officers
2. Range Master
3. Director of Operations
4. President
5. Board of Directors

Complaints elevated to the President/Board of Directors level must be written and have an endorsement by the Director of Operations if that level was involved. Individuals who desire to address the Board must submit their complaint in writing and be scheduled to attend a Board meeting.

Disagreeing, arguing, or discussing a situation in detail will not be tolerated on the range. The place to discuss grievances or complaints is the top of the hill at the Range Office, away from other members, guests, the public and the range. You will have an opportunity to be heard and your matter discussed. No discussions or arguments will take place on the range at all. Debating with any staff or board member on the range is cause for immediate ejection, no questions asked. There is a time and place to fully explore the situation and circumstances, but down range is not it. Violation of this rule will not be tolerated even if your actions were proper. LARGC STAFF AND BOARD MEMBERS HAVE THE FINAL AUTHORITY ON ANY SITUATION.

ADOPTED: DECEMBER 1, 2021
REVISED: NOVEMBER 24, 2021

DISCIPLINING MEMBERS

1) When an infraction comes to the attention of the Board, the Board can notify the person in writing of the infraction and/or appoint a committee of three (3) members, who are not on the Board, to investigate the infraction. The President presides as the non-voting chair of the committee.

2) Incident reports and initial written Member statement are reviewed. The disciplinary committee decides if the matter needs to be investigated or dropped.

3) On conclusion of their investigation, they will report their findings to the Board.

4) The recommendation / letter will be reviewed, changed, and voted on by the Board.

5) The Board will then either exonerate or notify the member in question with possible disciplinary actions defined under Section III, Item 9 of the Bylaws.

6) The member then has the opportunity to be heard before a quorum of the Board if requested.

Standards for Disciplining Members
Reference Bylaw Section III, Item 9

PENALTIES

MINOR INFRACTION OF RULES
A written reprimand without fine or suspension.

INITIAL VIOLATION OF BYLAWS OR RULES
Fine not to exceed $200.00.
Suspension of all club privileges not to exceed 6 months.

REPEAT OR GROSS VIOLATION OF BYLAWS OR RULES
Fine not to exceed $500.00.
Suspension of all club privileges not to exceed 12 months or expulsion.

DISRESPECT FOR AND/OR HARASSMENT OF EMPLOYEES, MEMBERS AND CUSTOMERS
Fine not to exceed $200.00.
Suspension of all club privileges not to exceed 12 months or expulsion.

MISAPPROPRIATION OF CLUB PROPERTY
Fine not to exceed $500.00 plus restitution.
Suspension of all club privileges not to exceed 12 months or expulsion.

Failure to pay fines is covered in Bylaws Section IX, Dues and Charges.

ADOPTED: DECEMBER 1, 2021
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PROCEDURE FOR THE SALE OR TRANSFER OF MEMBERSHIP

The below listed three (3) options are the only methods in which a membership may be sold or transferred:

A. SALE THROUGH BIDDING PROCESS

1. Bidding will occur when there are more buyers than there are memberships available for sale. Member will notify the Board in writing of intent to sell membership and state the "Bid Price" wanted. Membership certificate must be returned to the Club, or a letter, signed by the member must be sent to the Club stating that the certificate has been lost. Member needs to submit his or her Social Security Number to the Club for IRS reporting requirements before sales proceeds are released.

2. Notice of membership for sale will be sent to all Club members, posted at the range, and sent to any other interested parties.

3. The bidding period will be determined by the Board.

4. Minimum bid must be at least $10,000.00

5. All bids must be in plain envelopes and must include: Name and address of bidder (printed name and signature) and must be accomplished by certified money order or cashier's check in the amount of the bid and made payable to the Club. Envelope shall be labeled "Sealed Bid" and enclosed in an outer envelope and addressed to Los Altos Rod and Gun Club, P.O. Box 3546 Saratoga, CA 95070-1546.

6. At the end of the bidding period the highest bidder will be determined by opening of the bids by the Board of Directors.

7. Highest bidder will be notified and must be interviewed and accepted or rejected by the Board. Rejection may only be for good cause.

8. A transfer fee in the amount of 10% of the winning bid ($1,000.00 minimum) will be retained by the Club.

9. Any rescission of a bid will incur a 20% charge. This 20% of the bid price will be split evenly between the seller and the Club.

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B. PRIVATE SALE OF MEMBERSHIP

1. A membership may be sold privately if permission to do so is requested in advance, in writing, by the seller to the Club. The seller will notify the Club in writing of the sale price. Membership certificate must be returned to the Club, or a letter, signed by the member must be sent to the club stating that the certificate has been lost. Member needs to submit his or her Social Security Number to the Club for IRS reporting requirements before sales proceeds are released.

2. If multiple memberships become available at the same time, they will be sold in the order received by the Club. If a lower offer is made for a membership, that offer will be given to seller of the oldest listed membership first, then to the others in the order they were received.

3. Membership sales will alternate between Treasury Stocks and Private Member sales until there is only two Treasury Stocks available.

4. A transfer fee in the amount of 10% of the sale price ($1,000.00 minimum) must be paid to the Club.

5. Buyer is subject to an interview and must be accepted or rejected by the Board. Rejection may only be for good cause.

6. If the buyer is accepted by the Board, then he or she will tender the agreed sale price to the Club.

C. TRANSFER OF MEMBERSHIPS

1. Transfers of memberships shall be requested, in advance, in writing to the Club. Transfers of memberships may only be made within the immediate family of the member of record. New member is subject to an interview and must be accepted or rejected by the Board. Rejection may only be for good cause. An immediate family transfer fee of $50.00 but not to exceed $150.00, must be paid to the Club.

LIVING TRUST POLICY AND PROCEDURE

POLICY STATEMENT

In a living trust whereby, the member is identified as a trustee of the living trust, the member trustee will have all the benefits of membership in the Los Altos Rod and Gun Club. A member trustee will have all the voting rights and other rights of an individual member. An existing member who has or establishes a living trust may transfer that membership into the trust. Only the current member may be named as member trustee with rights of membership. A $20.00 transfer fee will be charged for a transfer of a membership into a trust.

Upon the death of a member trustee holding membership rights, the substitute trustee will assume the membership rights of the original member trustee, upon approval of the Board of Directors. Within 60 days of the death of a member trustee, the substitute trustee must arrange to be interviewed and approved by the Board of Directors. A member trustee must meet all the requirements of membership as would a regular member. To change the registration into the name of the new member trustee, a $150.00 transfer fee will be charged.

If a member trustee wishes to sell a membership, it will be handled in the same manner as an individual membership.

ADOPTED: DECEMBER 1, 2021
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PROCEDURE FOR IMPLEMENTATION OF LIVING TRUST

The Board of Directors and members of the Los Altos Rod and Gun Club have approved a Bylaws amendment establishing a policy of allowing memberships to be held by a Living Trust if the LARGC member is a Trustee of the Trust. This Bylaws amendment will be administered according to the following:

I A member of the Los Altos Rod and Gun Club may request the transfer of ownership of their membership to a Living Trust as follows:

Submit a request, in writing, to the Board of Directors, of the Los Altos Rod and Gun Club, P.O. Box 3546 Saratoga, CA 95070-1546, asking the Board to reissue their membership certificate in the name of their Living Trust. Include the following with this request:

1. The member's current membership certificate.

2. A copy of those pages of the Living Trust documents that show the member is a Trustee (Member Trustee) of the Trust.

3. A check for up to $150.00 payable to the Los Altos Rod and Gun Club for the transfer fee.

II Within 60 days of the death of the member trustee the substitute trustee must notify the Board of Directors and arrange to meet with them for transfer of the membership. A transfer fee, not to exceed $150.00 will also be charged for this transfer.

ADOPTED: DECEMBER 1, 2021
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PUBLIC RELATIONS POLICIES

The following policies are established to help promote the Club's public relations program of support to Community and Government organizations.

1. Members, leaders, and instructors of Non-Profit organizations, such as, Scouts, church youth groups and youth shooting clubs who conduct training in gun handling and shooting will be permitted free use of the range facilities.

   Requests in writing to the Director of Operations substantiating the organization's status, number of participants and training to be performed will be required for each use and should be submitted at least 45 days in advance of the event. This will allow sufficient time for approval and notification to the range personnel.

2. Law enforcement agencies, Park Rangers, Internal Revenue Service, Bureau of Alcohol, Tobacco and Firearms investigative groups will be permitted to use the range facilities for training and qualification of agency personnel.

These groups will follow the "Procedure on Rental of Shooting Positions" to obtain access.

The term "range facilities" excludes the 2P Range, 200-yard range and the Electric Trap Range.

3. Annual Donations to local community groups such as the South Skyline Homeowners Association and the Volunteer Fire Department will be permitted to help support their activities.

ADOPTED: DECEMBER 1, 2021
REVISED: NOVEMBER 24, 2021

PROCEDURE FOR RANGE RENTAL

The following procedures are for range rental by outside groups for classes, matches and qualifying. The requirements are:

1. Request in writing approximately 45 days in advance to the Board of Directors stating the desired dates and desired shooting range/ranges (see fee schedule). This will allow the Los Altos Rod and Gun Club to get Board of Directors approval and reserve the dates on the master calendar.

2. Enclose a check for each day desired, per fee schedule.

3. Enclose proof of insurance. This can be either a "Certificate of Insurance" naming the Los Altos Rod and Gun Club as "additional insured interest with respect to use of club facilities" from your Insurance Company or in the case of governmental agencies a letter from your "Risk Manager" also naming the Club an "additional insured interest...". This requirement has been added at the recommendation of our Insurance Company.

4. Enclose the name and credentials of the instructor or Rangemaster who will be responsible for the safe operation of the range during use.

   NOTE: Credentials qualifying one, as an instructor will be accepted from a known school, i.e.: API, ISI, etc. An NRA Instructor credential will be accepted in the normal NRA type of shooting discipline only. Having been a student is not a credential to teach.

5. Upon approval by the Los Altos Rod and Gun Club Board of Directors, and receipt of the required fee, the dates will be entered on the master calendar and the Los Altos Rod and Gun Club range personnel will be notified of the rental.

6. All reservations for range dates will be set only upon moneys received and after that if a cancellation occurs then 50% of the reservation fee will be refunded.

ADOPTED: DECEMBER 1, 2021
REVISED: NOVEMBER 24, 2021

GUIDELINES FOR ANNUAL FISH AND GAME AWARDS

It is the policy of the Los Altos Rod and Gun Club to present, at the discretion of the Board of Directors, annual awards for the taking of fish and game within the following guidelines:

1. Only members and family members of record [which includes spouse and unmarried children up to and including age nineteen (19) who live with member of record or who maintain legal residence with member-parent] in good standing are eligible to receive annual fish and game awards.
2. "Annual Awards" program starts on January 1st and ends on December 31st each year.
3. Annual trophies include the following species of **Fish:** Black Bass (local), Black Bass (open), Perch, Salmon, Steelhead, Striped Bass - 1st and 2nd place, Trout (local), Trout (open), Trout (out of state), Fish Open (any species of fish which is not included above).
4. One trophy for fish up to 30 inches in length and another trophy for fish over 30 inches in length. Weight and length are the determining factors for these two trophies (Fish Open). We also have trophy awards for: Under Water Spear Fishing and Big Game Fish (out of state). All categories except Fish Open are judged by weight.
5. Annual trophies include the following species of **Game:** Deer (1st Half), Deer (2nd Half), Deer (out of state), Duck (local), Duck (open), Goose, and Pheasant. Duck and Goose are judged by weight; Deer by the width of the antlers at the widest point and Pheasant by the length of the tail feather.
6. The fish and game for the annual trophy must be taken in the State of California. The only out of state registration for the annual trophy shall be Deer (out of state), Trout (out of state) and Big Game Fish (out of state).
7. **"LOCAL"** means within 40 miles radius using Los Altos as a center point.
   "OPEN" means anything outside of the local district.
8. All entries should be submitted within 30 days of the take using the "Fish and Game Entry Form" and sent to:

   Los Altos Rod and Gun Club
   P.O. Box 3546
   Saratoga, CA 95070-1546

ADOPTED: DECEMBER 1, 2021
REVISED: NOVEMBER 24, 2021

LOS ALTOS ROD AND GUN CLUB

FISH AND GAME ENTRY FORM - MEMBER ONLY

I hereby swear that the following statements are the truth, that in taking this (fish or game) I have complied with all the rules of the contest, and that witnesses hereto actually witnessed the (weighing or measuring) of this (fish or game).

Kind of Fish_____ Weight_____Lbs. _____Oz.

Length_____Inches. Girth_____Inches.

Kind of game_____ Spread_____Inches. (DEER)

Tail Feather_____Inches. (PHEASANT)

Weight_____Lbs. _____Oz. (DUCK or GOOSE)

Where caught_____ Date caught: Month_____Day_____Year_____

Caught by (Signature) _____

Street_____City_____State_____

We, the undersigned, witnessed the (weighing or measuring) of the (fish or game) described on this affidavit, and we each verified the (weight or measurements).

1. (Signature) _____ 2. (Signature) _____

(Address) _____ (Address) _____

_____ _____

Date Received: _____

ADOPTED: DECEMBER 1, 2021
REVISED: NOVEMBER 24, 2021

Section III:

BYLAWS

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ADOPTED: DECEMBER 1, 2021
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LOS ALTOS ROD AND GUN CLUB BYLAWS

SECTION I: IDENTIFICATION

1. **Name.** The name of this corporation is **LOS ALTOS ROD AND GUN CLUB**, a California Nonprofit Mutual Benefit Corporation.

2. **Principal Office.** The principal office of the Club shall be in Santa Cruz County, California, at such specific location herein as may from time to time be designated by the Board.

3. **Purposes.** The purpose of this corporation is to engage in any lawful act or activity other than credit union business for which a corporation may be organized under such law. The specific purposes for which this corporation is formed are pleasure, recreation and other nonprofit purposes including to promote the general welfare of game and wildlife and by education and example to foster and maintain high standards of sportsmanship and the conservation of wildlife in the state of California. Notwithstanding any of the above statements or purposes and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific purposes of this corporation.

SECTION II: DEFINITIONS

Unless the context otherwise requires, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these Bylaws and the definitions set forth below are hereby adopted as the definitions herein:

1. **Articles:** The Articles of Incorporation of the Club filed with the Secretary of State of the State of California, as amended.

2. **Board;** the Board of Directors or governing body of the Club.

3. **Bylaws:** The Bylaws of the Club, as such Bylaws may be amended from time to time, which shall not be inconsistent with the Articles or applicable law.

4. **Club;** Los Altos Rod and Gun Club, a California Nonprofit Mutual Benefit Corporation.

5. **House Rules:** the rules and regulations which may be adopted from time to time by the Board pursuant to these Bylaws.

6. **Member:** a member of the Club, the quality, and qualifications of whom shall be set forth in these Bylaws; a qualified person who holds a membership in the Club.

7. **Voting Power;** the aggregate votes of Members entitled to vote. Any provision in the Articles or Bylaws which requires the approval of the Members shall require the affirmative vote or written assent of a majority of a quorum, unless a different percentage is specifically prescribed in such provision.

ADOPTED: DECEMBER 1, 2021
REVISED: NOVEMBER 24, 2021

SECTION III: MEMBERSHIPS

1. **Membership Issuance.** The Board may, in its discretion, issue memberships in the Club. A membership in the Club may be issued upon purchase thereof by a qualified individual as described under Section III (6). Member Qualifications below. The price for issuance of a membership as well as monthly or annual dues shall be determined by the Board from time to time but no more often than once per year. The Board shall also determine from time to time the maximum number of memberships which should be issued. No person may own more than one (1) membership; and no fractional memberships may be owned.

2. **Membership Rights**. Members shall have the right to vote, as set forth in these Bylaws, on the election of directors, on the disposition of all or substantially all of the assets of the Club, on any merger and its principal terms and any amendment of those terms, and on any election to dissolve the corporation. In addition, those Members shall have all rights afforded Members under the California Nonprofit Mutual Benefit Corporation Law. If the corporation is dissolved, those Members shall receive a pro rata distribution of all assets, exclusive of those held in charitable trust, remaining after payment or provision for payment of the obligations and debts of the corporation and provision for any other payment required under applicable law.

3. **Dues, Fees, and Assessments**. Each Member must pay, within the time and on the conditions set by the Board, the dues, fees, and assessments in amounts to be fixed from time to time by the Board. The dues, fees, and assessments shall be equal for all Members of each class, but the Board may, in its discretion, set different dues, fees, and assessments for each class. The annual dues for membership are currently set at $100.00.

4. **Good Standing**. Members who have paid the required dues, fees, and assessments in accordance with these Bylaws and who are not suspended shall be Members in good standing.

5. **Membership Certificates.** Membership in the Club will be evidenced by a certificate issued in the name of the Member. The Board may issue new certificates to existing Members to comply with this Section. Each issued certificate shall set forth or describe:

(a) **Name** of the Club.

(b) **Member.** The name of the Member.

(c) **Date** of issuance.

(d) **Number** of issuances, beginning with number one and numbered consecutively.

(e) **Signatures** of President or Vice President and Secretary or assistant secretary or Chief Financial Officer.

(f) **Qualifications and restrictions** on transferability of the membership, or reference to such in the Bylaws and that the Bylaws are available for inspection with the Secretary.

(g) **Description** of Club as a Nonprofit Mutual Benefit Corporation.

(h) **Distributions** of gains or profits cannot be made to Members except upon dissolution of the Club.

6. **Member Qualifications.**

(a) A membership in the Club may be acquired and held only by one (1) individual natural person who meets the following requirements:

(i) **Age** eighteen (18) years or over.

(ii) **Purpose** of purchase is for personal and family recreational and social use only. **Family** of Member of record, which includes spouse and unmarried children up to and including age nineteen (19) years of age who live with Member of record or who maintain legal residence with Member-parent, may be allowed use of range facilities, as set forth in the House Rules established by the Board of Directors.

(iii) Not to be used in connection with a commercial or business operation.

(b) **Corporations** or other artificial persons which obtain memberships by foreclosure of a security interest or any other voluntary or involuntary means, shall have the obligation to pay dues and other obligations appurtenant to such membership, but shall have no rights in such membership except a vote and the right to transfer such membership to an individual qualified under this Section.

(c) Range Managers or Assistants cannot hold a Membership in the Club while employed by the Club.

7. **Transfer.** Transfer of a membership on the records of the Club shall be subject to the following:

(a) **First Right of Refusal.** The Club shall have the first right to purchase a membership upon the proposed transfer thereof by a Member or the estate of a Member. The Club may exercise its right within the approval period specified below by offering to purchase the membership at a price and upon terms no less favorable to the transferor Member than those set forth in the application for transfer, so long as such purchase does not render the Club unable to meet its liabilities.

(b) **Qualification** of the transferee Member under these Bylaws.

(c) **Full payment** of past due Club assessments or charges owing against such membership.

(d) **Transfer fee** of ten percent (10%) of the gross selling price or $1000, whichever is greater. However, transfer of a membership to a family member (upon approval, as stated below) shall require a transfer fee set by the Board, not to exceed $150.

(e) **Application** for transfer containing information specified by the Board, made twenty-one (21) days prior to the intended transfer.

(f) **Approval** of transfer by the Board, following personal interview with the intended transferee, which approval shall not be unreasonably withheld. If the Board disapproves a transfer, it shall specify in writing its reasons for doing so.

(g) **Death of Member.** Upon the death of a Member, his or her membership shall pass as a part of the estate according to the Last Will and Testament or the laws of intestacy. Provided, however, that the person inheriting or succeeding to the membership must qualify under these Bylaws. If the heir or legatee is not qualified, then he or she may arrange a qualified transfer within sixty (60) days of final disposition of the decedent's estate, or the Club shall redeem such membership.

(h) **Living Trusts.** In a living trust whereby, the Member is identified as a trustee of the living trust, the Member trustee will have all the benefits of membership in the Los Altos Rod and Gun Club. A Member trustee will have all the voting rights and other rights of an individual Member. An existing Member who has or establishes a living trust may transfer that membership into the trust. Only the current Member may be named as Member trustee with rights of membership. A transfer fee set by the Board and not exceeding One Hundred Fifty Dollars ($150) will be charged for a transfer of a membership into a trust.

(i) **Expulsion or Termination.** If a Member is expelled or terminated as provided in Section III (10), from the Club, his or her membership shall be redeemed by the Club or sold to a willing buyer.

(j) **Death.** Upon the death of a Member trustee holding a membership, the substitute trustee will assume the membership of the original Member trustee, upon approval of the Board of Directors. Within 60 days of the death of a Member trustee, the substitute trustee must arrange to be interviewed and approved by the Board of Directors. A Member trustee must meet all the requirements of membership as would a regular Member. To change the registration into the name of the new Member trustee, a transfer fee set by the Board and not exceeding One Hundred Fifty Dollars ($150) will be charged.

If a Member trustee wishes to sell a membership, it will be handled in the same manner as an individual membership.

8. **Redemption by the Club.** If the Club is required or allowed to redeem a membership, it must do so for a price at or below the current purchase price being charged for issuance of memberships, payable upon such terms as are agreed upon, and so long as such redemption does not render the Club unable to meet its liabilities.

9. **Disciplining Members.** The Board shall establish uniform fines, temporary suspensions and bases for expulsion or termination which shall be imposed for violation of the Articles, Bylaws or Rules. Violations with respect to termination of membership shall be determined and penalties imposed only after fifteen (15) days written notice to the offending Member and an opportunity to be heard before a quorum of the Board. Such notice must describe the charges against the Member, advise the Member of his right to be heard, and be served in the same manner as notice of meetings of the Members, except if mailed, it must be sent by certified mail, return receipt requested, charges prepaid.

10. **Termination of Membership**. A membership shall terminate on occurrence of any of the following events:

Resignation of the Member.

The Member's failure to pay dues, fees, or assessments as set by the Board within 60 days after they are due and payable.

Any event that renders the Member ineligible for membership, or failure to satisfy membership qualifications; or

Termination of membership under Section III (10) of these Bylaws based on the good faith determination by the Board, or a committee or person authorized by the Board to make such a determination, that the Member has failed in a material and serious degree to observe the rules of conduct of the Club or has engaged in conduct materially and seriously prejudicial to the Club's purposes and interests.

11. **Suspension of Membership**. A Member may be temporarily suspended, under Section III (9) of these Bylaws, for a period of up to three (3) months, without prior notice, based on the good faith determination by the Board, or a committee or person authorized by the Board to make such a determination, that the Member has failed in a material and serious degree to observe the Club's rules of conduct, or has engaged in conduct materially and seriously prejudicial to the Club's purposes and interests.

A person whose membership is suspended shall not be a Member during the period of suspension.

12. **Procedure**. If grounds appear to exist for terminating a Member under Section III (10) of these Bylaws, the following procedure shall be followed:

The Board shall give the Member at least 15 days' prior notice of the proposed termination and the reasons for the proposed termination. Notice shall be given by any method reasonably calculated to provide actual notice. Notice given by mail shall be sent by first-class or registered mail to the Member's last address as shown on the Club's records.

The Member shall be given an opportunity to be heard, either orally or in writing, at least five days before the effective date of the proposed termination. The hearing shall be held, or the written statement considered, by the Board or by a committee or person authorized by the Board to determine whether the termination should occur.

The Board, committee, or person shall decide whether the Member should be suspended, expelled, terminated, or sanctioned in any way. The decision of the Board, committee, or person shall be final.

Any action challenging an expulsion, suspension, or termination of membership, including a claim alleging defective notice, must be commenced within one year after the date of the expulsion, suspension, or termination.

SECTION IV: VOTING

1. **General.** Each membership in good standing has one (1) vote. Except as otherwise provided by law, only Members in whose name memberships entitled to vote stand on the records of the Club on the record date for voting purposes, as determined by the Board, shall be entitled to vote at any meeting. Such vote may be **viva voce** or by ballot; provided, however, that an election for directors must be by secret written ballot and can be handled exclusively by mail prescribed by a majority vote of the Board. If the number of candidates for director is equal to or less than the number of open director positions, a mail-in ballot to the membership will not be required and the candidates will be deemed elected to the Board of Directors. Memberships shall not be entitled to vote, and are not in good standing, if a Member is delinquent in paying dues or if membership privileges or voting rights have been suspended for such Member, as provided in these Bylaws.

2. **Voting Without a Meeting.**

(a) Action by Unanimous Written Consent. Any action required or permitted to be taken by the Members may be taken without a meeting if all Members consent in writing to the action. The written consent or consents shall be filed with the minutes of the meeting. The action by written consent shall have the same force and effect as a unanimous vote of the Members.

(b) Action By Written Ballot. Any matter or issue requiring the approval of the Members, other than the general election of Directors, may be submitted for vote by written ballot without a meeting of the Members. The determination to conduct an election in this fashion may be made by a majority of the Board or by ten percent (10%) of the total Voting

Power signing a written request and delivering same to the Secretary. In the event of such an election, the Board shall give written notice thereof, specifying the time and place where the ballots are to be cast and the question or questions to be voted upon. Said notice shall be mailed to all Members entitled to vote not less than twenty (20) nor more than sixty (60) days prior to the date that the ballots are to be received to be counted and shall include the form of ballot to be used. Written ballots must allow the Member to indicate approval, disapproval, or abstention for each matter or individual on the ballot. The conduct of the election shall be in accordance with procedures prescribed by counsel or the accountants for the Club who shall also be retained to supervise the secrecy and control of the election, if deemed necessary by the Board, or if requested by those requesting the election. A quorum shall be deemed to have been present for purposes of the election if twenty percent (20%) of the Voting Power cast ballots in any such election. Upon tabulation of the ballots, the Board shall notify those entitled to vote of the outcome of the voting. If insufficient votes to constitute a quorum are cast, the Board shall so notify those entitled to vote, and the voting shall have no effect.

3. **Proxies.** All those entitled to vote or execute consents shall have the right to do so either in person or by an agent or agents authorized by a written proxy executed by those entitled to vote or their duly authorized agent and filed with the Secretary of the Club; provided that no such proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless the person executing it specifies therein the length of time for which such proxy is to continue in force, which in no event shall exceed three (3) years from the date of its execution. Written proxies must allow the Member from whom they are solicited to indicate approval, disapproval, or abstention for each matter or individual to be voted upon by the representative of the Member whose proxy is solicited. Such proxy shall also indicate that, subject to reasonable specified conditions, where the person solicited specifies a choice with respect to any matter, the vote shall be cast in accordance therewith. The revocability of a proxy that states on its face that it is irrevocable shall be governed by Corporations Code §7613. A validly executed proxy that does not state that it is irrevocable shall continue in full force and effect until either

(a) It is revoked by the Member executing it before the vote is cast under that proxy, (i) by a writing delivered to the corporation stating that the proxy is revoked, (ii) by a subsequent proxy executed by that Member and presented to the meeting, or (iii) as to any meeting, by the Member's personal attendance and voting at the meeting, or

(b) Written notice of the death or incapacity of the maker of the proxy is received by the corporation before the vote under the proxy is counted.

Any revocable proxy covering matters for which a vote of the Members is required shall not be valid unless the proxy sets forth the general nature of the matter to be voted on. Such matters include amendments to the articles of incorporation; amendments to the articles or Bylaws changing proxy rights; removal of directors without cause; filling vacancies on the Board of directors; the sale, lease, exchange, conveyance, transfer, or other disposition of all or substantially all corporate assets unless the transaction is in the usual and regular course of the corporation's activities; the principal terms of a merger or the amendment of a merger agreement; the election to dissolve the corporation; contracts or transactions between the corporation and one or more directors or between the corporation and an entity in which a director has a material financial interest; or a plan of distribution of assets other than money to

Members when the corporation is in the process of winding up, when the distribution is not in accordance with liquidation rights of any class or classes.

4. **Record Date.** The Board may fix a time in the future as a record date for the determination of those entitled to notice of and to vote at any meeting of Members or on any action without a meeting. The record date so fixed for

Sending notice of a meeting shall be no more than 90 nor less than 10 days before the date of the meeting.

Voting at a meeting shall be no more than 60 days before the date of the meeting.

Voting by written ballot shall be no more than 60 days before the day on which the first written ballot is mailed or solicited: and

Taking any other action shall be no more than 60 days before that action.

If not otherwise fixed by the Board, the record date for determining Members entitled to receive notice of a meeting of Members shall be the next business day preceding the day on which notice is given or, if notice is waived, the next business day preceding the day on which the meeting is held. If not otherwise fixed by the Board, the record date for determining Members entitled to vote at the meeting shall be the day on which the meeting is held.

If not otherwise fixed by the Board, the record date for determining Members entitled to vote by written ballot shall be the day on which the first written ballot is mailed or solicited.

If not otherwise fixed by the Board, the record date for determining Members entitled to exercise any rights with respect to any other lawful action shall be the date on which the Board adopts the resolution relating to that action, or the 60th day before the date of that action, whichever is later.

For purposes of Section IV, of these Bylaws, a person holding a membership at the close of business on the record date shall be a Member of record.

When a record date is so fixed, only Members of record on that date shall be entitled to notice of and to vote at the meeting, notwithstanding and transfer of memberships on the books of the Club after the record date.

SECTION V: MEETINGS OF MEMBERS

1. **Place of Meetings.** Any meeting of the Members of the Club shall be held at such place within, or outside California as is stated in the notice for such meeting as determined by the Board or by the persons calling the meeting.

2. **Annual Meeting.** The annual meeting of the Members of the Club, for the election of Directors and for the transaction of such other business as may properly come before the meeting, shall be held within the last quarter of the calendar year at such time and place as is designated by the Board in the notice thereof.

3. **Notice of Meetings.** Written notice of each annual meeting shall be given to each Member entitled to vote thereat, either by personal delivery, by mail or other means of written communication, charges prepaid, addressed to such Member at his record address appearing on the books of the Club or given to the Club by the Member for notice purposes. All such notices shall be sent to each Member entitled thereto no less than twenty (20) and not more than sixty (60) days before each annual meeting, and shall specify the place, the date, and the hour of such meeting, and shall also state the general nature of the business or proposal to be considered or acted upon at such meeting. Notice shall be given to Members for whom the Club has no address by publication at least once in a newspaper of general circulation in the county where the Club has its principal office.

4. **Special Meetings.** Special meetings of the Members for any purpose or purposes whatever may be called at any time by the Board or the chairman of the Board, if any, or the President, by any two (2) directors, or by a written request signed by five percent (5%) of the Voting Power. Except in special cases where other express provision is made by statute, notice of such special meetings shall be given in the same manner as for annual meetings of Members.

5. **Written Notice Required**. Whenever Members are required or permitted to take any action at a meeting, a written notice of the meeting shall be given, under Section V of these Bylaws, to each Member entitled to vote at that meeting. The notice shall specify the place, date, and hour of the meeting, and the means of electronic transmission by and to the corporation or electronic video screen communication, if any, by which Members may participate in the meeting. For the annual meeting, the notice shall state the matters that the Board, at the time notice is given, intends to present for action by the Members. For a special meeting, the notice shall state the general nature of the business to be transacted and shall state that no other business may be transacted. The notice of any meeting at which directors are to be elected shall include the names of all persons who are nominees when notice is given.

6. **Notice of Certain Agenda Items**. Approval by the Members of any of the following proposals, other than by unanimous approval by those entitled to vote, is valid only if the notice or written waiver of notice states the general nature of the proposal or proposals:

(a) Removing a director without cause.

(b) Filling vacancies on the Board.

(c) Amending the articles of incorporation; or

(d) Electing to wind up and dissolve the corporation.

(e) Approving a contract or transaction between the corporation and one or more directors, or between the corporation and any entity in which a director has a material financial interest; or

(f) Approving a plan of distribution of assets, other than money, not in accordance with liquidation rights of any class or classes as specified in the articles or Bylaws, when the corporation is in the process of winding up.

7. **Manner of Giving Notice Requirements.** Notice of any meeting of Members shall be in writing and shall be given at least 10 but no more than 90 days before the meeting date. The notice shall be given either personally, by electronic transmission by the corporation, or by first-class, registered, or certified mail, or by other means of written communication, charges prepaid, and shall be addressed to each Member entitled to vote, at the address of that Member as it appears on the books of the corporation or at the address given by the Member to the corporation for purposes of notice. If no address appears on the corporation's books and no address has been so given, notice shall be deemed to have been given if either (1) notice is sent to that Member by first-class mail or facsimile or other written communication to the corporation's principal office or (2) notice is published at least once in a newspaper of general circulation in the county in which the principal office is located.

(a) Electronic Notice. Notice given by electronic transmission by the corporation shall be valid only if

(i) Delivered by (a) facsimile telecommunication or electronic mail when directed to the facsimile number or electronic mail address, respectively, for that recipient on record with the corporation; (b) posting on an electronic message Board or network that the corporation has designated for those communications, together with a separate notice to the recipient of the posting, which transmission shall be validly delivered on the later of the posting or delivery of the separate notice of it; or (c) other means of electronic communication;

(ii) To a recipient who has provided an unrevoked consent to the use of those means of transmission for communications; and

(iii) That creates a record that is capable of retention, retrieval, and review, and that may thereafter be rendered into clearly legible tangible form.

Notwithstanding the foregoing,

(i) An electronic transmission by this corporation to a Member is not authorized unless, in addition to satisfying the requirements of this Section, the consent to the transmission has been preceded by or includes a clear written statement to the recipient as to (a) any right of the recipient to have the record provided or made available on paper in non-electronic form, (b) whether the consent applies only to that transmission, to specified categories

of communications, or to all communications from the corporation, and (c) the procedures the recipient must use to withdraw consent.

(ii) Notice shall not be given by electronic transmission by the corporation after either of the following: (a) the corporation is unable to deliver two consecutive notices to the Member by that means or (b) the inability so to deliver the notices to the Member becomes known to the secretary, any assistant secretary, or any other person responsible for the giving of the notice.

8. **Affidavit of Mailing.** An affidavit of the mailing of any notice of any Members' meeting, or of the giving of such notice by other means, may be executed by the secretary, assistant secretary, or any transfer agent of the corporation, and if so executed, shall be filed, and maintained in the corporation's minute book.

9. **Adjourned Meetings.** Any Members meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the Voting Power present in person or by proxy, but in the absence of a quorum no other business may be transacted at any such meeting. No meeting may be adjourned for more than 45 days.

When any Members meeting, either annual or special is adjourned, notice of the adjourned meeting shall be given as in the case of an original meeting. Otherwise, it shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted thereat, other than by announcement at the meeting at which such adjournment is taken. If after adjournment a new record date is fixed for notice or voting, a notice of the adjourned meeting shall be given to each Member who, on the record date for notice of the meeting, is entitled to vote at the meeting. At the adjourned meeting, the corporation may transact any business that might have been transacted at the original meeting.

10. **Quorum.** The presence in person or by proxy of the holders of twenty percent (20%) of the Voting Power shall constitute a quorum for the transaction of business. If, however, the attendance at any general or annual meeting, whether in person or by proxy, is less than one-third of the Voting Power, the Members may vote only on matters as to which notice of their general nature was given under Section V (6) of these Bylaws. The Members present at a duly called or held meeting at which a quorum is present shall be deemed to constitute a quorum until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. Every act or decision done or made by a majority of memberships represented on an issue at a meeting duly held at which a quorum is present shall be deemed the act of the membership unless a greater number or proportion is required by law, the Articles or the Bylaws.

In any meeting, annual or special, cannot be held for lack of a quorum, the same may be adjourned, as here in above provided, for a period of time not less than five (5) days nor more than thirty (30) days from the time the original meeting was called, at which adjourned meeting the quorum requirement shall be the presence in person or by proxy of not less than fifteen percent (15%) of the Voting Power.

SECTION VI: BOARD OF DIRECTORS

1. **Powers and Duties.** Subject to the provisions and limitations of the California Nonprofit Mutual Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or Bylaws regarding actions that require approval of the Members, the corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board.

Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Board shall have the power and responsibility to perform the following duties:

(a) **Officers and Agents.** To select all officers, agents, and employees of the Club, and prescribe powers and duties for them not inconsistent with the Articles or these Bylaws.

(b) **Management.** To conduct, manage and control the affairs and business of the Club, including contracting for such insurance, goods, services, professional management, legal and accounting services as is required by the Articles or these Bylaws.

(c) **Rules.** To promulgate rules and regulations regarding conduct of Club business and behavior of Members and guests.

(d) **Places.** To prescribe the specific location of the principal office of the Club in Santa Cruz County, and to designate the place for the holding of any Members meeting or meetings.

(e) **Enforcement and Discipline.** To enforce the Articles, these Bylaws, the Rules, and any other instruments affecting ownership, management and control of the assets and Members of the Club, including initiation and execution of disciplinary proceedings against Members for violation of the Articles, Bylaws or Rules.

(f) **Payments.** To pay taxes, assessments or charges which are or could become a lien on the assets of the Club, or any part thereof.

(g) **Maintenance.** To provide for maintenance of all assets and property of the Club; and

(h) **Audit Committee.** To appoint a committee of at least two (2) Members of the Club to review the records and reports of the Chief Financial Officer at least once per month. The Chief Financial Officer shall not be a member of the audit committee but shall assist by providing requested data as necessary.

In addition to the foregoing mandatory duties, the Board shall have the power to remove officers, agents, or employees of the Club, with or without causes; to change the location of the principal office of the Club within Santa Cruz County; and to borrow money and incur indebtedness for Club purposes and deliver such security as is necessary therefor.

2. **Limitation of Powers.** The Board must obtain membership approval for taking any of the following actions:

(a) **Contracts.** Entering a contract with a third person for goods or services for a term greater than one (1) year; or

(b) **Compensating** directors or officers other than as specifically provided in these Bylaws.

3. **Number.** The number of directors of the Club shall be five (5).

4. **Nomination.** The president shall appoint a nominating committee of three (3) Members to provide a list of selected candidates for the vacancies to be filled at least thirty (30) days prior to the meeting at which the Directors are to be elected.

5. **Qualifications.** Directors must be Members of the Club in good standing and members of the National Rifle Association (NRA). No members of the same family may serve as directors on the same Board of Directors.

6. **Election.** Every Member entitled to vote at any election for directors shall have the right to cast one (1) vote for each position to be filled on the Board. There shall be no cumulative voting. The qualified candidates receiving the highest number of votes, up to the number of directors to be elected, shall be elected. Two (2) directors shall be elected in each of two years, with only one director being elected every third year. If for any reason an annual meeting of the Members is not held, or the directors are not elected thereat, the directors may be elected at a special meeting of Members held for that purpose.

7. **Term of Office.** Term of office shall be from January 1 through the third following December 31**,** or until their successor is elected, whichever is later. Directors may be re-elected for one (1) successive term making a total of six (6) continuous years.

8. **Vacancies.** Vacancies on the Board may be filled by a majority of the remaining directors though less than a quorum, or by a sole remaining director, except directors removed by the vote of the Members may be replaced only by vote of the Members. Each director so chosen shall hold office until his successor is elected at the next annual meeting or a special meeting of the Members.

A vacancy or vacancies in the Board shall be deemed to exist in case of the death, resignation or removal of any director, or if the authorized number of directors be increased, or if the Members fail, at an annual or special meeting of Members at which any director or directors are to be elected, to elect the full authorized number of directors to be voted for at that meeting, or if a vacancy is declared by the Board for any reason permitted by law.

As herein above provided, Members may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors. If the Board accepts the resignation of a director tendered to take effect at a future time, the Board or the Members may elect a successor, pursuant to the provisions hereof, to take office when the resignation is to become effective. When the new Director fills the resigned director's position, the new Director fills out the remaining term as if the resigned director and, if the new Director serves in the partial term for at least eighteen (18) months, the partial term being filled shall count as the new Director's first term for the purpose of term limits.

9. **Removal.** No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of his term of office. Unless the entire Board is removed by the vote of Members, a director may not be removed prior to the expiration of his term by a vote of Members if the votes cast against his removal would be sufficient to elect him by cumulative voting. Any Board member having absences from Board meetings exceeding either three successive Board meetings or one fourth the number of Board meetings during any twelve-month period, may be removed by a majority vote of the Board.

Removal of Board Appointed Director. Any Board member elected by a majority of Directors to fill a vacancy due to death, resignation or removal of a sitting Director may be removed, either with or without cause, by a majority of the Board at any regular or special meeting of the Board.

10. **Regular Meetings.** Immediately following each annual meeting of the Members, or any special meeting held to elect directors, the Board shall hold a regular meeting for the purpose of election of officers and the transaction of other business. The Board shall also hold a regular

meeting at least every quarter, and more often if deemed necessary, at a time and place to be determined by the Board.

11. **Special Meetings; Notice.** Special meetings of the Board for any purpose or purposes may be held at any time upon call by the President or, if he is absent or unable or refuses to act, by any Vice President or by any two (2) directors. Such meetings shall be held at the principal office of the Club, or at a place designated from time to time by resolution of the Board or by written consent of all directors. Any special meeting that is called will be chaired by a representative chosen by the person or persons calling the special meeting.

Written notice of the time and place of special meetings, and including notice of any business to be transacted, shall be delivered personally to each director, or sent to each director by mail or other form of written communication, charges prepaid, addressed to him at his address as it is shown upon the records of the Club. In case such notice is mailed or telegraphed, it shall be deposited in the United States mail or delivered to the telegraph company in the place in which the principal office of the Club is located at least ninety-six (96) hours prior to the time of the holding of the meeting. Such mailing, telegraphing or delivery as above provided shall constitute due, legal, and personal notice to such director. Notice of the time and place of special meetings shall be given to each director by (1) personal delivery of written notice; (2) first-class mail, postage prepaid; (3) telephone, including a voice messaging system or other system or technology designed to record and communicate messages, or by electronic transmission, either directly to the director or to a person at the director's office who would reasonably be expected to communicate that notice promptly to the director; (4) facsimile; (5) electronic mail; or (6) other electronic means.

Notices sent by first-class mail shall be deposited in the United States mails at least four days before the time set for the meeting. Notices given by personal delivery, telephone, or electronic transmission shall be delivered, telephoned, or sent, respectively, at least 48 hours before the time set for the meeting.

12. **Attendance of Members.** Members may attend Board meetings but may not participate in discussions or deliberations unless authorized by a majority of a quorum of the Board. The Board may, upon approval of a majority of a quorum of the Board, adjourn a meeting and reconvene in executive session to discuss and vote on personnel, litigation or similar matters, after first announcing in open session the nature of all business to be considered.

13. **Consent of Absentees.** The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the Club records and made a part of the minutes of the meeting.

Meetings may be held by conference or speaker telephone so long as all participants can hear one another, and all directors so participating shall be deemed to be present at the meeting for purposes of determining a quorum.

14. **Quorum.** A majority of the authorized number of directors shall be necessary to constitute a quorum for the transaction of business, except adjournment, as provided below. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board subject to the more stringent provisions of the California Nonprofit Mutual Benefit Corporation Law, including, without limitation, the provisions on (1) approval of contracts or transactions between this

corporation and one or more directors or between this corporation and any entity in which a director has a material financial interest, (2) creation of and appointments to committees of the Board, and (3) indemnification of directors. A meeting at which a quorum is initially present may continue to transact business, despite the withdrawal of some directors, if any action taken or decision made is approved by at least a majority of the required quorum for that meeting.

15. **Adjournment and Notice.** A quorum of the directors may adjourn any directors meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum a majority of the directors present at any directors meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place be fixed at the meeting adjourned. If the original meeting is adjourned for more than 24 hours, notice of any adjournment to another time and place shall be given, before the time of the adjourned meeting, to the directors who were not present at the time of the adjournment.

16. **Action Without Meeting.** Any action required or permitted to be taken by the Board may be taken without a meeting if all the directors shall individually or collectively consent, in writing, to such action. Such action by written consent shall have the same force and effect as any other validly approved Board action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

17. **Compensation.** Directors shall each receive a fee of Fifty ($50) for each meeting of the Board or Members attended in person, and reimbursement for actual expenses incurred in pursuing the business of the Club.

18. **Contracts with Directors**. No director of this corporation nor any other corporation, firm, association, or other entity in which one or more of this corporation's directors are directors or have a material financial interest, shall be interested, directly or indirectly, in any contract or other transaction with this corporation unless (1) the material facts as to the transaction and such director's interest are fully disclosed or known to the Members and such contract or transaction is approved by the Members in good faith, with any membership owned by any interested director not being entitled to vote thereon, or (2) the material facts regarding such director's financial interest in such contract or transaction or regarding such common directorship, officership, or financial interest are fully disclosed in good faith and are noted in the minutes or are known to all Board members before consideration by the Board of such contract or transaction, and such contract or transaction is authorized in good faith by a majority of the Board by a vote sufficient for that purpose without counting the vote of the interested director.

ADOPTED: DECEMBER 1, 2021
REVISED: NOVEMBER 24, 2021

SECTION VII: OFFICERS

1. **Officers.** The officers of the Club shall be a President, a Vice President, a Secretary, and a Chief Financial Officer, any of whom may also be a director. The Club may also have such other officers, including one (1) or more assistant secretaries, as may be appointed by the Board from the membership of the Club. Any number of offices may be held by the same person.

2. **Appointment/Term.** Officers shall be appointed annually by the Board at its regular meeting following the meeting of the Members to elect the directors. Each officer shall hold his office for one (1) year from January 1 to the next following December 31, or until his successor shall be appointed and qualified, whichever is later, provided that officers may be appointed at any time by the Board for the purpose of initially filling an office or filling a newly created or vacant office. Officers may be appointed to successive terms.

3. **Removal and Resignation.** Any officer may be removed, either with or without cause, by a majority of the Board at any regular or special meeting of the Board. Any officer may resign at any time by giving written notice to the Board. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any resignation shall be without prejudice to any rights of the corporation under any contract to which the officer is a party.

4. **Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for normal appointments to that office. However, vacancies need not be filled on an annual basis.

5. **President.** The President shall:

(a) Be the **chief executive officer** of the Club.

(b) Have **general supervision**, direction and control of the business and officers of the Club, subject to the control of the Board.

(c) **Preside** at all meetings of the Board and of the Members.

(d) **Nominate** Members of committees; and

(e) Serve as an ex officio member of all committees.

6. **Vice President.** In the absence or disability of the President, the Vice President shall perform all the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President.

7. **Secretary.** The Secretary shall:

(a) **Minutes.** Keep or cause to be kept, at the principal office, or at such other place as the Board may order, a book of minutes of all meetings of directors and Members, or a duplicate thereof, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, the names of those present at directors meetings, the number of memberships present or represented at Members meetings, and the proceedings thereof;

(b) **Membership Register.** Keep or cause to be kept, in any form permitted by law, at the principal office or such other place as the Board may order, a membership register, or a duplicate thereof, showing the names of the Members, their addresses, the membership number or numbers, if more than one, the date of membership certificates issued, and the number and the date of cancellation of membership certificates surrendered for cancellation.

(c) **Notice.** Give, or cause to be given, notice of all meetings of the Members and of the Board required by these Bylaws or by law to be given.

(d) **Formation Documents**. The secretary shall keep or cause to be kept at the principal California office, a copy of the articles of incorporation and Bylaws, as amended to date.

(e) **Seal.** Keep the seal of the Club in safe custody; and

(f) **Other.** Have such other powers and perform such other duties as may be prescribed by the Board, the President, or these Bylaws.

8. **Chief Financial Officer.** The Chief Financial Officer shall:

(a) **Records.** Keep and maintain, or cause to be kept and maintained, adequate and correct accounts of properties and business transactions of the Club, including assets, liabilities, receipts, disbursements, gains or losses, which books of account shall always be open to inspection by any director.

(b) **Reports.** Send or cause to be given to the Members and directors such financial statements and reports as are required to be given by law, by these Bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times.

(c) **Deposit** all moneys and other valuables in the name of and to the credit of the Club with such depositories as may be designated by the Board.

(d) **Disburse** the funds of the Club as may be ordered by the Board.

(e) **Accountings.** Render to the President and directors, at each regular meeting of the Board, or whenever they request it, an account of all transactions by the Chief Financial Officer and of the financial condition of the Club; and

(f) **Other.** Have such other powers and perform such other duties as may be prescribed by the Board, the President, or these Bylaws.

8. **Compensation.** Officers who spend a substantial amount of time in the service of the Club may be compensated in an amount determined from time to time by the Board.

9. **Loans to Directors and Officers**. This corporation shall not lend any money or property to, or guarantee the obligation of, any director or officer of the corporation unless (1) the Board decides that the loan or guaranty may reasonably be expected to benefit the corporation, and (2) before consummating the transaction or any part of it, the loan or guaranty is approved by either the Members, without counting the vote of the director or officer, if a Member, or the vote of a majority of the directors then in office, without counting the vote of the director who is to receive the loan or guaranty.

SECTION VIII: COMMITTEES

1. **Organization.** The Board may establish advisory committees for specialized purposes, shall appoint the chairman and members thereof from the Members of the Club, and may remove Members or officers of committees at will.

2. **Supervision.** The powers and duties of committees are at all times subject to the direction of the Board.

SECTION IX: DUES AND CHARGES

1. **Annual Dues.** Each year the Board shall consider the current and future needs of the Club as to its operation, the operation and maintenance of any real and personal property maintained by the Club, including reasonable reserves for capital improvements and replacements, and protecting and promoting the common interest of the Members pursuant to the Articles, Bylaws and Rules, and, in light of such needs, determine the annual budget of the Club and propose the amount of annual dues to be levied against each issued membership for the coming year. Annual dues shall be no more than One Hundred Dollars ($100) unless approved by the Members. The amount of annual dues levied against each such membership shall be equal.

(a) **Commencement.** Annual dues for each membership shall be prorated from the first day of the month following the issuance of such membership.

(b) **Form of Levy.** The resolution of the Board levying dues shall also fix the matters to be included in the statement described below in Section IX (4).

2. **Special Assessments.** Special assessments may be levied at any time upon determination by the Board that such are necessary for capital improvements or major expenses, repairs, or acquisitions or for deficiencies in reserves, pursuant to the Articles, Bylaws and Rules.

(a) **Limitation.** No special assessments shall exceed five percent (5%) of the budgeted gross expenses of the Club for the current fiscal year without the approval of the Members. (b) **Form of Levy.** Special assessments shall be levied upon the same basis as annual dues. A special assessment may be levied against a particular Member for reimbursement to the Club or for violation of the Articles of Incorporation, Bylaws or Rules.

3. **Disposition of Dues.** The funds arising from dues and assessments, insofar as possible, shall be applied toward the payment of expenses pursuant to the annual budget adopted by the Board. Surplus dues may be returned to the Members on an equitable basis or held in trust for future budgeted needs.

4. **Statement.** The Chief Financial Officer shall either personally serve on each Member, or mail to each Member at such Member's record address, a written statement (the "Statement") setting forth:

(a) **Amount** of dues, assessments, fines or charges due from that Member;

(b) **Date** such payment or installment is due.

(c) **Date** such payment becomes delinquent (thirty (30) days past due).

(d) **Where** and to whom payment is to be made.

(e) **Purpose** for the charge or levy.

(f) **Dates** when the late charges and interest begin to accrue (ten (10) days past due), when membership rights and privileges will be suspended (thirty (30) days past due), and when collection costs and attorney's fees must be paid (thirty (30) days past due).

(g) **Date, place, and hour** that sale will be held to sell delinquent memberships (sixty (60) to ninety (90) days past due, in the County where the principal office is located).

(h) **Penalty** in the amount of five percent (5%) of the amount of the assessment to be forfeited upon such sale.

5. **Payment.** Every such assessment shall be paid to the Club or its designated agent for collection in lawful money of the United States, on or before the date or period established by the Board pursuant to the resolution adopted by the Board fixing the amount of such assessment.

6. **Late Charges/Costs of Collection.** A late charge in the amount of five percent (5%) ($25.00 Minimum Charge) per month shall be charged as to any such payment not paid within ten (10) days of its due date, to compensate the Club generally for the added cost of collection, plus interest at the rate of eight percent (8%) per annum in addition to the late charge. A Member shall also be liable for costs and attorney fees incurred in collecting the assessments, dues, late charges, and interest not paid within thirty (30) days of the due date.

7. **Suspension of Rights.** The Club shall not transfer a membership on its books or allow the exercise of any rights or privileges of membership on account thereof, including voting, by any Member, or any person claiming under such Member, whose dues or charges are thirty (30) days or more past due, unless and until all dues and charges are paid in full.

8. **Lien.** The levy of any dues, assessments, charges, or fines against a membership constitutes a lien on the membership until paid, from the time the Statement described above, is personally served on, or from seventy-two (72) hours after mailing such Statement to, the Member holding such membership. Unless otherwise provided by law, a transfer of the membership on the books of the Club after the lien has attached is a waiver of the lien unless a conspicuous legend is placed on the face of any certificate issued upon such transfer setting forth the information contained in the Statement described above. Such legend shall be removed of the assessment on the membership evidenced by the certificate is paid or if the membership is sold to pay the lien or forfeited for nonpayment.

9. **Sale or Forfeiture of Delinquent and Expelled Memberships:** The Club shall proceed as follows as to memberships which are sixty (60) to ninety (90) days late in paying any lien or for any Member who has been expelled from the Club:

9.1 The Club may redeem Delinquent and Expelled Memberships' membership; or

9.2 The Club may, at the discretion of the Board of Directors, use the following procedure for the Sale or Forfeiture of Delinquent and Expelled Memberships:

(a) **Notice.** The date of sale of delinquent and expelled memberships may be extended from time to time for not more than thirty (30) days at a time by order of the Board entered on the records of the Club, or when the sale is restrained by order of a court. Notice of such extension shall be given by announcement by the Secretary, or other person authorized to conduct the sale, made at the time and place of sale last there to fore fixed. If a date of sale of delinquent or expelled memberships is extended for more than five (5) days, the Club shall cause a notice to be mailed to the Member or Members whose memberships are to be the subject of such sale setting forth the date, place and hour to which the date of sale has been extended.

(b) **Delinquency and Expulsion Sale.** At the place and hour appointed in the notice of levy or any subsequent notice any officer or agent of the Club, shall, unless otherwise ordered by the Board, sell or cause to be sold to the highest qualified bidder for cash each

delinquent and expelled membership at a price necessary to pay the lien, charges, penalties, and interest thereon according to the notice.

If approved by the Board, the membership purchased shall be transferred to the highest qualified bidder on the membership register of the Club on the payment of the lien, charges, penalties and interest, and a new certificate therefor issued to such highest qualified bidder.

(c) **Forfeiture.** The Club is not required to accept an offer that is not adequate to cover the lien, charges, penalties, and interest, and shall not accept an offer from a bidder who is not qualified as a Member under these Bylaws. If no qualified bidder offers to pay the amount of the lien, charges, penalties, and interest on the membership, the membership shall be forfeited to the Club in satisfaction of the lien, charges, penalties, and interest.

(d) **Cancellation of Membership.** After a sale or forfeiture of membership for nonpayment of dues, charges or penalties, the holder or owner of a delinquent membership shall surrender the certificate for such membership to the Club for cancellation. The duty may be enforced by order or decree of the court, and such holder or owner shall be liable for damages to the Club for failure to surrender the certificate for cancellation upon demand without good cause or excuse. Any certificate not so surrendered forthwith becomes null and void and ceases to be evidence of the right or title of the holder or any transferee to the membership purporting to be represented thereby, and neither the Club nor the purchaser of such membership incurs any liability thereon to any such transferee.

(e) **Validity of Proceedings.** The certificate of the Secretary or assistant secretary of the Club is prima facie evidence of the time and place of sale and any postponement thereof, of the description of the membership sold, to whom, for what price, and of the fact of payment of the purchase money. The certificate shall be filed in the office of the Club, and copies of the certificate, certified by the Secretary or assistant secretary of the Club, are prima facie evidence of the facts therein stated.

An assessment is not invalidated by a failure to serve and/or mail the Statement of assessment, nor by the nonperformance of any act required in order to enforce the payment of the assessment; but in the case of any substantial error or omission in the course of proceedings for collection of an assessment on any membership, all previous proceedings, except the levy of the assessment, are void as to such membership, and shall be taken anew.

(f) **Action to Recover Membership.** No action shall be maintained to recover a membership sold for delinquent assessments, upon the ground of irregularity in the assessment, irregularity or defect of the notice of sale, or defect or irregularity in the sale, unless the party seeking to maintain the action first pays or tenders to the Club, or the party holding the membership sold, the sum for which the membership was sold, together with all subsequent assessments which may have been paid thereon and interest on such sums from the time they were paid**.** No such action shall be maintained unless, both within six (6) months after the sale was made, it is commenced by (1) the filing of a complaint and the issuing of a summons thereon, or (2) filing an application for arbitration with the American Arbitration Association.

10. The Club may charge a membership for any costs and efforts expended in locating a Member who has become lost due to the membership's failure to provide the Club with the Member's current address and other contact information.

11. The Club may charge memberships for any costs and efforts due to the membership's failure to advise the Club of the Member's death, and failure to meet the requirements of the Bylaws in a timely fashion.

SECTION X: GENERAL BYLAWS

Maintenance of Corporate Records. This corporation shall keep the following:

(a) Adequate and correct books and records of account.

(b) Minutes of the proceedings of its Members, Board, and committees of the Board; and

(c) A record of each Member's name, address, and class of membership.

The minutes and other books and records shall be kept either in written form or in any other form capable of being converted into clearly legible tangible form or in any combination of the two.

2. **Inspections.**

(a) Members' Inspection Rights. Unless the corporation provides a reasonable alternative as provided below, any Member may do either or both of the following for a purpose reasonably related to the Member's interest as a Member:

(i) Inspect and copy the records containing Members' names, addresses, and voting rights during usual business hours on 5 days' prior written demand on the corporation, which must state the purpose for which the inspection rights are requested: or

(ii) Obtain from the secretary of the corporation, on written demand and tender of a reasonable charge, a list of names, addresses, and voting rights of Members who are entitled to vote for directors as of the most recent record date for which that list has been compiled, or as of the date, after the date of demand, specified by the Member. The demand shall state the purpose for which the list is requested. The secretary shall make this list available to the Member on or before the later of 10 days after the demand is received or the date specified in the demand as the date as of which the list is to be compiled.

The corporation may, within 10 business days after receiving a demand under this Section, make a written offer of an alternative method of reasonable and timely achievement of the proper purpose specified in the demand without providing access to or a copy of the membership list.

Any rejection of this offer must be in writing and must state the reasons the proposed alternative does not meet the proper purpose of the demand.

If the corporation reasonably believes that the information will be used for a purpose other than one reasonably related to a person's interest as a Member, or if it provides a reasonable alternative under this Section, it may deny the Member access to the membership list.

Any inspection and copying under this Section may be made in person or by the Member's agent or attorney. The right of inspection includes the right to copy and make extracts. This right of inspection extends to the records of any subsidiary of the corporation.

(b) Inspection of Accounting Records and Minutes. On written demand on the corporation, any Member may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Members, the Board of directors, and committees of the Board at any reasonable time for a purpose reasonably related to the Member's interest as a Member. Any such inspection and copying may be made in person or by the Member's agent or attorney. This right of inspection extends to the records of any subsidiary of the corporation.

(c) Inspection of Articles and Bylaws. This corporation shall keep at its principal California office the original or a copy of the articles of incorporation and Bylaws, as amended to the current date, that shall be open to inspection by the Members at all reasonable times during office hours. If the corporation has no business office in California, the secretary shall, on the written request of any Member, furnish to that Member a copy of the articles of incorporation and Bylaws, as amended to the current date.

(d) Directors' Inspection Rights. Every director shall have the absolute right at any reasonable time to inspect the corporation's books, records, and documents of every kind, and to inspect the physical properties of the corporation. The inspection may be made in person or by the director's agent or attorney. The right of inspection includes the right to copy and make extracts of books, records, and documents of every kind.

3. **Reports.**

(a) Annual Report. The Board shall cause an annual report to be prepared within 120 days after the end of the corporation's fiscal year. That report shall contain the following information in appropriate detail:

(i) A balance sheet as of the end of the fiscal year, an income statement, and statement of cash flows for the fiscal year, accompanied by an independent accountant's report or, if none, by the certificate of an authorized officer of the corporation that they were prepared without audit from the corporation's books and records.

(ii) A statement of the place where the names and addresses of current Members are located; and

(iii) Any information required by Section X (3 (b)) of these Bylaws.

This corporation shall annually notify each Member of the Member's right to receive a copy of the financial report under this Section. Except as provided in the next paragraph of this bylaw, on written request by a Member, the Board shall promptly cause the most recent annual report to be sent to the requesting Member. If the Board approves, the corporation may send the report and any accompanying material sent pursuant to this section by electronic transmission.

This Section shall not apply if the corporation receives less than $10,000 in gross revenues or receipts during the fiscal year.

(b) Annual Statement. As part of the annual report to all Members, or as a separate document if no annual report is issued, the corporation shall annually prepare and mail, deliver, or send by electronic transmission to its Members and furnish to its directors a statement of any transaction or indemnification of the following kinds within 120 days after the end of the corporation's fiscal year:

(i) Unless approved by Members under Corporations Code §7233(a), any transaction (a) to which the corporation, its parent, or its subsidiary was a party, (b) which involved more than $50,000 or was one of a number of such transactions with the same person involving, in the aggregate, more than $50,000, and (c) in which either of the following interested persons had a direct or indirect material financial interest (a mere common directorship is not a material financial interest):

(x) Any director or officer of the corporation, its parent, or its subsidiary; and

(y) Any holder of more than 10 percent of the voting power of the corporation, its parent, or its subsidiary.

The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest in the transaction, and, when practicable, the amount of that interest, except that, in a partnership in which such person is a partner, only the partnership interest need be stated.

(ii) A brief description of the amounts and circumstances of any loans, guaranties, indemnifications, or advances aggregating more than $10,000 paid during the fiscal year to any officer or director of the corporation under Sections VII (9) or X (5) of these Bylaws, unless the loan, guaranty, indemnification, or advance has already been approved by the Members under Corporations Code §5034, or the loan or guaranty is not subject to Corporations Code §7235(a).

3. **Dissolution.** Upon dissolution and winding up of the Club, the Board shall, after making payment or making provision for the payment of all liabilities of the Club, distribute all the remaining assets to the Members in equal shares.

4. **Insurance.** This corporation shall have the right, and shall use its best efforts, to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees, and other agents, to cover any liability asserted against or incurred by any officer, director, employee, or agent in such capacity or arising from the officer's, director's, employee's, or agent's status as such.

The Board shall obtain and maintain in force the following policies of insurance:

(a) **Fire and extended coverage** insurance on all real and personal property and improvements owned by or leased to the Club. Such insurance shall be at least in the maximum amount available (after obtaining at least three (3) quotes) up to one hundred percent (100%) of the aggregate full insurable value, meaning actual replacement value, exclusive of the cost of land, excavations, foundations, and footings. Such insurance shall insure the Club, shall contain a deductible clause of no more than One Thousand Dollars ($1,000), shall contain an inflation guard endorsement, and shall insure against loss or damage by fire, theft and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage and other risks customarily insured against in similar projects. If the cash and investments of the club exceed $500,000, the Board may decide, at their discretion, to self-insure individual items that have a replacement value of $25,000 or less.

(b) **Public liability** insurance, with limits of not less than Five Hundred Thousand Dollars ($500,000) per person, One Million Dollars ($1,000,000) per occurrence, and a deductible of not more than One Thousand Five Hundred Dollars ($1,500), insuring against liability for bodily injury, death and property damage arising from the activities of the Club or with respect to property under its jurisdiction or used for its benefit or business, such as non-owned and hired automobiles.

The liability insurance referred to in the preceding paragraph shall name as separately protected insured the Club and the Board, and their representatives, Member and employees, with respect to any liability arising out of the maintenance or use of any Club property.

Said fire and liability insurance policies may be blanket policies covering the Club properties and any properties administered by the Club. With respect to insurance proceeds paid in connection with a loss of Club property only, the Board shall be deemed trustee of the interests of all Members in any insurance proceeds paid to it under any such policies and shall full power to receive and to receipt for their interest in such proceeds and to deal therewith as set forth in these Bylaws.

(c) **Worker's compensation** insurance to the extent necessary to comply with any applicable laws.

(d) **Such other insurance**, including indemnity and other bonds, as the Board shall deem necessary or expedient to carry out the Club's functions as set forth in the Articles and Bylaws.

Every policy of insurance obtained by the Club shall contain an express waiver, if available, of any and all rights of subrogation against the Board and individual members of the Board, and individual Members of the Club.

5. **Indemnification.** To the fullest extent permitted by law, this corporation shall indemnify its directors and officers, and may indemnify employees and other persons described in Corporations Code § *7237(a)*, including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the corporation, by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board by any person seeking indemnification under Corporations Code §*7237(b)* or *7237(c)*, the Board shall promptly decide under Corporations Code §*7237(e)* whether the applicable standard of conduct set forth in Corporations Code §*7237(b)* or *7237(c)* has been met and, if so, the Board shall authorize indemnification. If the Board cannot authorize indemnification, because the number of directors who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a quorum of directors who are not parties to that proceeding, the Board shall promptly call a meeting of Members. At that meeting, the Members shall determine under Corporations Code §*7237(e)* whether the applicable standard of conduct has been met and, if so, the Members present at the meeting in person or by proxy shall authorize indemnification.

To the fullest extent permitted by law and except as otherwise determined by the Board in a specific instance, expenses incurred by a person seeking indemnification under Section X (5) of these Bylaws in defending any proceeding covered by that Section shall be advanced by the corporation before final disposition of the proceeding, on receipt by the corporation of an undertaking by or on behalf of that person that the advance will be repaid unless it is ultimately found that the person is entitled to be indemnified by the corporation for those expenses.

6. **Gender/Number.** The masculine, feminine and neuter, and the singular and plural, shall each be deemed to include the others when the context so requires.

SECTION XI: AMENDMENTS

1. **Board Amendment of Bylaws**. Subject to the Members' rights under Sections III, IV and V of these Bylaws, the Board may adopt, amend, or repeal Bylaws unless doing so would

Materially and adversely affect the Members' rights as to voting, dissolution, redemption, or transfer.

Increase or decrease the number of Members authorized in total or for any class.

Effect an exchange, reclassification, or cancellation of all or part of the memberships; or

Authorize a new class of membership.

Changes to Number of Directors. Once Members have been admitted to the corporation, the Board may not, without the Members' approval, specify or change any Bylaw that would

Fix or change the authorized number of directors.

Fix or change the minimum or maximum number of directors; or

Change from a fixed number of directors to a variable number of directors or vice versa.

Amending Supermajority Requirements. If any provision of these Bylaws requires the vote of a larger proportion of the Board than is otherwise required by law, that provision may not be altered, amended, or repealed except by that greater vote.

When Members' Approval Required. Without the approval of the Members, the Board may not adopt, amend, or repeal any Bylaw that would

(a) Increase or extend the terms of directors.
(b) Allow any director to hold office by designation or selection rather than by election by the Members.
(c) Increase the quorum for Members' meetings.
(d) Repeal, restrict, create, expand, or otherwise change proxy rights; or
(e) Authorize cumulative voting.

5. **Members May Adopt, Amend, or Repeal Bylaws**. New bylaws may be adopted, or these Bylaws may be amended or repealed by approval of the Members, provided, however, that any such adoption, amendment, or repeal also requires approval by the Members of a class if that action would

Materially and adversely affect the rights, privileges, preferences, restrictions, or conditions of that class as to voting, dissolution, redemption, or transfer in a manner different than the action affects another class.

Materially and adversely affect that class as to voting, dissolution, redemption, or transfer by changing the rights, privileges, preferences, restrictions, or conditions of another class.

Increase or decrease the number of memberships authorized for that class.

Increase the number of memberships authorized for another class.

Effect an exchange, reclassification, or cancellation of all or part of the memberships of that class; or

Authorize a new class of memberships.

Any provision of these Bylaws that requires the vote of a larger proportion of the Members than otherwise is required by law may not be altered, amended, or repealed except by vote of that greater number. No amendment may extend a director's term beyond that for which the director was elected.

Any provision of these Bylaws providing for the designation or selection, rather than election, of any director or directors may be adopted, amended, or repealed only by approval of the Members, subject to the consent of the person or persons entitled to designate or select any such directors.