



# Country Club Communities

## Membership Handbook



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## **Welcome to Loyalist Country Club**

This handbook is provided as a guide to your Country Club Community Membership at Loyalist. We hope to make you, your family and your guests feel at home.

Management, the staff and the entire membership welcome you and your family to Loyalist Country Club, we hope you enjoy the facilities and utilize them often.

*The Loyalist Management Team*

## **Country Club Community Map**



## **Contact Information**

Clubhouse	613-352-5152
ProShop	Ext.212
Office	Ext.210
Restaurant & Bar	Ext.215
Kitchen	Ext.216
New Home Sales Office	416-881-4907
Fax	613-352-5154
Street Address	1 Loyalist Blvd. Bath, ON K0H 1G0

Mailing Address	P.O Box 10 Bath, ON K0H 1G0
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Website	<a href="http://www.loyalistcc.com">www.loyalistcc.com</a>
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*\* Above hours are based on the golfing season, we encourage you to call the club for spring and fall hours\**

## ***Clubhouse Contact Information***

<b><i>Administration</i></b>			
Assistant Operations Manager	Nekita Pilz	Ext. 214	nekita@loyalistcc.com
Office Administrator	Evan VanZuylen	Ext. 210	admin@loyalistcc.com
Controller	John Rahey	Ext. 218	john@loyalistcc.com
<b><i>Golf Services</i></b>			
Director of Sales & Marketing	Geoff James	Ext. 213	geoff@loyalistcc.com
PGA of Canada Associate Professional	Austin James	Ext. 212	austin@loyalistcc.com
Superintendent	Josh Whalen	Ext. 223	maintenance@loyalistcc.com
<b><i>Event &amp; Food Services</i></b>			
Director of Food Services	Mauricio Alfaro	Ext. 219	foodandbeverage@loyalistcc.com
Head Chef	Shane Jack	Ext. 211	headchef@loyalistcc.com
<b><i>Housing</i></b>			
Project Manager	Ken Albertan	613-352-5000	kalbertan@kos.net

## ***Membership Procedures***

### ***Purchasing a New Home***

Upon closing of your home purchase, please visit the administration office to fill out your membership application and additional membership forms. Your initiation fee is included in your new home purchase. Your annual Country Club Community dues will be prorated from the closing date of the home until January 31<sup>st</sup>. Prorated dues are to be paid in full upon signing the membership application.

### ***Purchasing a Resale Home with an Active Membership***

When purchasing a resale home with an active membership, the buyer or seller must visit the administration office to transfer the membership. A membership transfer form must be completed and the transfer fee paid at the time of the visit. If the seller is paying the transfer fee, he or she must pay any outstanding house account balances at the time of membership transfer.

### ***Purchasing a Resale Home without an Active Membership***

If you wish to become a Country Club Member, the current initiation fee is \$20,000.00 + HST. Financing options are available, please see the administration office.

## ***Country Club Community Dues***

Country Club Community fees must be paid in full on January 31<sup>st</sup> annually. Failure to pay dues in full by January 31<sup>st</sup> will result in a \$50.00 late fee per month. Failure to pay dues by December 31<sup>st</sup> may result in a loss of membership and any initiation fees paid may be lost. Payment plans can be arranged in the administration office.

## ***Initiation Fees***

Initiation fees are included in the purchase of a new home. An initiation fee of \$20,000.00 + HST is only required if a home has been purchased without an active membership and the owner wishes to become a Country Club Community Member. Initiation Fees may be paid in full at the time of membership or financing options are available in the administration office.

## ***Membership Resignation***

If you wish to resign from your Country Club Communities Membership, a membership resignation form must be filled out. Membership resignation forms are available in the administration office. Your Clubhouse Access Cards must be forfeited.

## ***How do I transfer my Membership when I sell my home?***

If you sell your house, you and the purchaser of your home must come to an agreement on who will pay the then-current transfer fee. Whichever party agrees to pay the transfer fee will be required to fill out the transfer membership form and pay the transfer fee at this time. All outstanding House Account balances belonging to the previous owner are required to be paid in full prior to the membership being transferred. The new owners' Country Club Communities Membership will begin on the closing date of the home.

## ***Who is considered a Country Club Community Member in your Household?***

The resident(s) of the home who is/are the owners, spouse or common-law partner and any dependents under the age of 18 years are considered Country Club Community Members.

## ***Membership Key Fobs***

In order to maintain the integrity of the CCC Memberships, we have Key Fob Door Access for the Pool, Lower Level and Members Lounge. One Key Fob is provided & issued to each active CCC Member.

CCC Members are required to provide a Signature to pick up their Key Fob and can only do so for themselves, or a CCC Member in the same CCC Household. Key Fobs are not to be provided to or in possession of a relative or guest of a CCC Member under no circumstance. If a Fob has been found to be used or provided to a non-CCC Member, this may result in forfeiting or suspension of privileges.

Key Fobs are required to access all CCC Member Only amenities and areas. Please always carry your Key Fob on you, as it may be requested by a staff member. If the CCC Member Key Fob is lost, there is a replacement fee of \$15.00.

Upon the sale of a home or membership resignation, Fobs are to be returned to the Administration Office.

## ***House Account Charging Privileges***

To obtain a House Account, visit the administration office to fill out the forms. A valid credit card is required and your monthly balance will be processed automatically to your credit card. Arrangements can be discussed with the administration. Monthly balances are processed on the first of the following month. i.e., the house account balance for October is due November 1<sup>st</sup>.

For all Restaurant or Bar Charges, a signature is required to process the tab to your House Account. Members and package Holders now have the chance to sign a waiver form for automatic gratuities & processing on their bills. This ensures an easy checkout process for any Food and beverage services at the club. Find these forms or more information in the Clubhouse Administration Office. Chit or Bills that would still require a signature will be subject to an automatic 18% Gratuity Charge if abandoned without completion of a signature. Leaving the Clubhouse without finalizing your bill will result in this service charge, along with acknowledgement that you are waiving any dispute of your bill upon abandonment.

## ***Viewing Your House Account Statement On-Line***

- Open your Internet Browser.
- Navigate to [www.chronogolf.com](http://www.chronogolf.com).
- Login with your email and password.
- Click House Account.
- Monthly statements are available there.

## ***Country Club Community Member Benefits and Privileges***

- 10% discount on all food purchases at our restaurant (corporate or large groups excluded)
- 10% discount on all golf packages
- 10% discount on all regularly priced ProShop merchandise purchases
- 10% discount on locker and club storage usage
- Invitation to play in Club Tournaments
- Social Events
- Focus groups to address concerns and exchange ideas
- Reduced Rental Rates for large and small events based on Food & Beverage Orders & availability (setup and teardown fee may apply)\*\*
- Access to Clubhouse amenities (*gym, exercise equipment, library, billiards & games room, swimming pool & spa, member's lounge.*)
- Organized Activities

## ***Cancellation Policy***

Please note, this cancellation policy is in effect for any event the Clubhouse offers unless otherwise indicated.

Due to limited availability for club events, if you cancel 30 business days prior to any event, you will receive a full refund. If your cancellation is less than 5 business days in advance of the event, you will not receive a refund. Cancellations between 30 and 5 business days before, will receive a credit on your house account.

If the event does not reach sufficient numbers by the RSVP date, it is the Club's discretion to cancel the event.

## ***Loyalty Rebate Program***

All members will receive a credit in the form of a gift certificate as a percentage of purchases in the food and beverage department and ProShop merchandise. Gift Certificates will be issued through the administration office at year-end for use in the ensuing season. The following will be the basis of the gift certificates.

### *Food and Beverage:*

Spend; \$2,000 - \$4,000 and receive a 5% gift certificate for food and beverage.

\$4,000 - \$6,000 receive a 7% gift certificate in food and beverage

\$6,000 + receive a 10% gift certificate for food and beverage.

### *Pro Shop Merchandise:*

Spend over \$400 throughout the entire golfing season and receive a gift certificate for the value of 10% off your total purchases in ProShop merchandise. (does not include hard goods i.e. golf clubs, bags etc.)

*\*All totals will be based on per-household purchases\**

*\*\* Member rentals are only allowed to CCC members and not extended family. Members may not use the facilities to generate revenue or book for third parties. Failure to comply will result in loss of membership without compensation.*

## ***Guest Policy***

A CCC Member must always accompany guests. Guests may use any of the member amenities only after being signed in by the sponsoring member in the designated Member/Guest sign-in logbook. Any individual (i.e. non-member) may visit the clubhouse to use member amenities a maximum of five times per year.

A maximum of four guests per member household are permitted for any one visit unless prior arrangements are made with the Club.

If the same guest requires more than five visits, members may submit a special request form to the attention of the Loyalist Country Club Operations Manager. With sole discretion, the manager will consider the request and respond promptly.

Guests are required to abide by the current dress code policy in effect as well as all other rules and regulations as stated in the club and the CCC Membership Plan and By-Law. Children under the age of 16 will not be permitted to use any fitness or games room equipment. Children 16 years and up to 18 years of age may use the amenities if accompanied by an adult.

All guests, as with CCC members, use all amenities at their own risk and will not hold Loyalist Country Club, The Kaitlin Group Ltd. or Country Club Communities responsible for any accidents or injuries sustained while using the amenities.

Failure to comply with the Guest Policy or intentionally falsifying identities may result in suspension or expulsion of both the guest and the sponsoring CCC member, and/or suspension of member privileges.

## ***Swimming Pool***

Hours of Operation: *\*hours may change without notice*

Opening to Labour Day - 8:00 am – 8:00 pm | Labour Day – Fall Solstice – 9:00 am – 6:00 pm

### ***Rules:***

- Use of the pool and changing rooms are at the user's risk.
- Use of the pool or spa/hot tub shall be utilized at the user's risk.
- All pool users will sign in prior to entering the pool, failure to do so may result in lost privileges.
- Children under the age of 12 are not permitted to use the spa/hot tub. Children under the age of 16 must be accompanied by an adult.
- No food or alcoholic beverages are permitted anywhere in the pool or spa/hot tub area.
- Smoking is not permitted in the pool or spa/hot tub area at any time.
- A shower must be taken before entering or re-entering the swimming pool or spa/hot tub.
- No shampoo or soap is permitted in the pool or spa/hot tub.
- No person shall pollute the swimming pool or spa/hot tub in any way.
- Due to health regulations, the air jets for the spa/hot tub should not be used for more than fifteen minutes.
- Scuba tanks, large inflatable toys, etc. are not permitted in the swimming pool area.
- No diving, boisterous play, running or pushing is permitted in the swimming pool or swimming pool areas.
- Children not yet toilet trained are welcome to swim in the pool. Please ensure the infants are wearing pool pants or swim diapers. We ask that disposable diapers not be worn in the swimming pool.
- The emergency telephone is to be used for emergencies only. Costs incurred for improper use will be charged to the offender.

**For emergencies dial – 911**

**Maintenance – 613-352-5152 ext. 221**

*Report any incidents to Loyalist Management; violations of the above rules may result in a fine and/or suspension.*



# MEMBERSHIP PLAN AND BY-LAW

## 1. INTRODUCTION

- 1.1 Country Club Communities (the “Club”) is a private club operated at Loyalist by CCCC Loyalist Ltd. Membership in the Club provides a Member with the right to use the Club’s facilities by this Membership Plan and By-Law and the rules and regulations established from time to time by the Club, but does not provide a member with any ownership or equitable interest in the Club, CCCC or by the real estate, facilities or other assets owned, controlled or operated by the Club or CCCC. Each Member agrees as a condition of Membership to be bound by the terms and conditions of this Membership Plan and By-Law and the rules and regulations of the Club.

## 2. DEFINITIONS

- 2.1 In this Membership Plan and By-Law, the following words have the meaning set forth opposite them:
- (a) “CLL” means CCC Loyalist Ltd.
  - (b) “Club” means Country Club Communities (established to carry on the business of a private club with clubhouses and related facilities on the real estate located at designated communities).
  - (c) “Community” means the plan or plans of subdivision or condominium designated as a Canadian Country Club Community.
  - (d) “Member” means all those persons or entities who are members in good standing as set out in Article 3; and “Membership” shall have the corresponding meaning;
  - (e) “Owner” shall mean and refer to the registered owner, whether one or more persons or entities, of the title to any Lot or Living Unit, situated in a CCCC Community, but notwithstanding any applicable mortgage provisions, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
  - (f) “Lot” shall mean and refer to any plot of land shown on the plan of subdivision or condominium designated for residential use.
  - (g) “Living Unit” shall mean and refer to any building situated within a plan of subdivision or condominium designated and intended for use and occupancy as a residence by a single family.

## 3. CATEGORIES OF MEMBERSHIP

- 3.1 The Membership in the Club shall be divided into the following classes:
- (a) Resident Member: A Member who is a resident owner and occupant of a Living Unit within a Community.
  - (b) Non-Resident Member: A person joining as a Non-Resident has paid an initiation fee and is not an owner or occupant within a Community.
- 3.2 The Club, in its sole discretion, may from time to time, and at any time, add to, delete from or amend the categories of Membership provided for herein and set the conditions and monetary requirements for such Memberships; provided that any such decision shall not in the sole opinion of The Club adversely affect the rights of existing Members at large.

## 4. REGULATIONS OR MEMBERSHIP

- 4.1 The following terms and conditions apply to all Members of the Club:
- (a) Membership allows the Member to use the Club’s facilities and privileges subject to certain limitations and restrictions in accordance with and subject to this Membership Plan and By-Law and the rules and regulations of the Club. Acceptance as a Member does not entitle the Member to, or confer upon the Member, any investment, proprietary, ownership or equitable interest in or to the Club. Membership in the Club does not confer upon the Member any vested or prescriptive right, license or easement in the Club.
  - (b) The Club has the sole and absolute right and discretion to operate, maintain, repair, modify, expand, sell, dispose, lease or otherwise deal with the Club and any of its facilities.
  - (c) Any rights or privileges granted to the member’s or to the member’s spouse, children, guests, and long-term tenants, are subject to compliance with this Membership Plan and By-Law and the rules and regulations of the Club as established by the Club from time to time. Long-term rentals are defined as a rental between the member and tenant beyond or no less than a 4-month rental period. Members are subject to all rules and regulations when a tenant is using the Club’s Facilities. Tenants must fill out information documents in the administration office to be granted access to the Club Amenities.
  - (d) The Club shall use reasonable efforts to have the Club’s facilities available to Members at the posted dates and times. The closure of all or any portion of the Club for repair, maintenance, improvement or expansion and the use of all or any portion of the Club for the purpose of private functions or otherwise, shall be permitted at the sole discretion of the Club, acting reasonably, and the Members shall have no right to reduce or suspend accounts payable to the Club with respect to any time when the Club, in whole or in part, is not available.
  - (e) The Club shall have sole discretion, right and obligation to carry out all such actions as are considered by the Club to be necessary or desirable to maintain the Club. The discretion provided for hereunder shall extend to and include the discretion to amend, vary, increase, decrease and otherwise deal with the fees, dues and accounts to be paid hereunder, the modification, closure or expansion of any aspect of the Club, the provision of services to the Members and the structure of Membership. The discretion granted to the Club shall not extend to assessment or retroactive amendment of fees, dues and accounts. No assessments over and above initiation fees, annual dues, club charges and charges for any Club privileges

provided pursuant to posted or published notices shall be levied against the Membership. Annual dues shall be subject to reasonable increases based, inter alia on operating costs and services or facilities offered by the Club.

- (f) The rights and privileges granted to a Member shall cease in each of the following circumstances unless otherwise agreed to by the Club at the time of the circumstances:
  - (i) If a Resident Member ceases to be an Owner or occupier of a Lot or Living Unit within a Community.
  - (ii) If, by notice in writing to the Club, a Non-Resident Member resigns.
  - (iii) If the Member is expelled or suspended under section 7.
- (h) None of the Club, nor any of their respective servants, employees, officers, directors or shareholders are responsible for the loss of, or damage to, any property of a Member or guest nor for any personal injury suffered by a Member or guest, whether or not such loss, damage, or personal injury is caused by negligence of a servant, employee, officer, director, or shareholder of the Club.

## 5. APPLICATION

- 5.1 All applications for Membership shall be made on the application form prescribed by the Club and shall be subject to this Membership Plan and By-Law and the rules and regulations governing applications for membership. Every applicant for Membership shall agree to be bound by and to abide with this Membership Plan and By-Law and the rules and regulations of the Club from and after the time of application and to pay all accounts as required by the Club.
- 5.2 The Club shall have the right, in its absolute discretion, to accept or reject any application for Membership. The Club shall notify an applicant of the acceptance or rejection of the Membership application by providing personal notice to that applicant. The Club shall not be required to provide reasons for its decision to accept or reject an application for Membership. The Club may establish such order of priorities for consideration and acceptance of application as it determines to be appropriate.
- 5.3 The Club may, in its absolute discretion, require that an application for Membership be accompanied by a nomination and character reference by such member of Members as the Club shall from time to time require.
- 5.4 The Non-Resident Member initiation fee will be the applicable fee at the time of acceptance. All such fees will be payable upon acceptance unless otherwise agreed to by the Club. At the time of making an application, the Club may require a deposit to be paid.

## 6. TRANSFER OF MEMBERSHIP

- 6.1 Memberships are not transferable, save and except, a Resident Membership is transferred upon the sale of a CCC home, in accordance with the provisions of the transfer provision.

## 7. EXPULSION AND SUSPENSION OF MEMBERS

- 7.1 If a Member or the Member's spouse, child or guest, at any time, does not comply with this Membership Plan and By-Law or the rules and regulations of the Club as are in force from time to time, or if the conduct or behavior of any of such person, whether inside or outside the Club, is, in the opinion of CCC, injurious or detrimental to the character or reputation of the Club or to the interests of the Club or its Members, the club may call upon the Member to resign.
- 7.2 If a Member refuses to resign within seven days of the Club's request to do so, then the Club may expel the Member and upon expulsion the Member shall cease to be a Member of the Club and the Membership shall be forfeited to the Club.
- 7.3 Instead of calling upon a Member to resign, the Club may, in its absolute discretion, suspend the offending Member from the use of the Club and from all or any of the rights and privileges of Membership for such period as determined by the Club.
- 7.4 It is specifically provided and acknowledged that non-compliance with this Membership Plan and By-law or the rules and regulations of the Club or non-payment of dues, notwithstanding that the breach may be of a minor nature, will be sufficient cause for the Club to expel or suspend a member.

## 8. LIABILITY ON CESSATION OF MEMBERSHIP

- 8.1 Any person ceasing to be a Member, regardless of how the Membership ceased, shall nevertheless remain liable for and shall pay to the Club all amounts which are due with respect to the Membership to the Club. Credits, if any, shall be used first to retire the Member's indebtedness and other liabilities including full annual dues to the Club, and the balance, if any, shall be paid to the Member.
- 8.2 Any person ceasing to be a Member, regardless of how the Membership ceased, shall forfeit all right to use the Club's facilities and shall, on that Person's cessation of Membership, surrender to the Club all cards, badges and documents relating to that person's Membership in the Club.

## 9. REINSTATEMENT OF MEMBERS

- 9.1 The Club may, in its absolute discretion, on written application by a person who has been expelled, suspended or otherwise ceased to be a Member or to have full rights as a Member, after due inquiry, reinstate such person as a Member of the Club or restore to such person any rights and privileges that have been suspended by the Club on payment of current initiation fees and such terms and conditions as the Club deems appropriate.

## 10. COMMITTEES

- 10.1 The Club shall have the right from time to time to form committees comprised of Members for the purpose of advising, consulting or assisting the Club in the undertaking of its duties and responsibilities hereunder. The members of any committee shall be appointed in such manner and perform such duties and responsibilities as is determined by the Club. A committee shall have no authority to bind the Club unless specifically given such authority in writing by the Club.

## 11. NOTICES

- 11.1 The Club shall provide notice to the Members of all amendments to this Membership Plan and By-Law and the rules and regulations of the Club by posting such amendments in a prominent location in the Community for a period of not less than 5 days. Any other notices for the Membership in general may be provided to the Membership by posting in a prominent location in the Community for a period of not less than 5 days.

## 12. REGISTER OF MEMBERS

- 12.1 The Club shall maintain a Membership register **which shall identify the Members in each of the categories of Membership established from time to time.**
- 12.2 Each Member shall provide the Club with the Member's full name, address of residence and address of business, name of spouse, names of all children who are under 18 years of age and a telephone number where the Member can be reached during ordinary business hours and such other information as the club or applicable law may from time to time prescribe.

## 13. ACCOUNTS AND FEES

- 13.1 Shall cause proper books of account to be kept with respect to all Member accounts.
- 13.2 The levying of dues, fees and charges for services provided, including the determination of the amount of payments to be made and the terms and conditions upon which payments shall be made, shall be in the sole discretion of the Club or such person as is designated by the Club and shall be outlined in the rules and regulations of the Club. Notice of any amendment to the amounts, terms or conditions of payment shall be given to the Members by posting a notice of such amendment in a prominent location in the Community not less than 5 days before the effective date of the amendment.
- 13.3 At the annual meeting of Members, the Club shall disclose to the Members the schedule of annual fees and dues for the following year, together with any amendments to the terms and conditions of payment.
- 13.4 Accounts of the Members shall be paid and settled in accordance with the rules and regulations of the Club adopted and enacted by the Club from time to time.

## 14. AMENDMENTS TO MEMBERSHIP PLAN AND BY-LAW AND RULES AND REGULATIONS OF THE CLUB

- 14.1 The Club may, in its sole discretion, amend this Membership Plan and By-Law, provided that such amendment shall not in the reasonable opinion of the Club adversely affect the rights of Members at large under this Membership Plan and By-law.
- 14.2 The Club may, in its sole discretion, make rules and regulations governing the following:
- (a) The manner in which applicants may be admitted as Members of the Club.
  - (b) The use of the Club by Members and their spouses, children and guests.
  - (c) The general management and operation of the Club.
  - (d) Generally, all such matters as are commonly the subject matter of by-laws, rules or regulations necessary or desirable for the orderly conduct of the affairs of the Club.
- 14.3 The rules and regulations of the Club are as approved and enacted by the Club from time to time and shall be binding on all Members. The rules and regulations of the Club may be amended at any time by the Club, provided that any such amendment shall not in the reasonable opinion of the Club adversely affect the rights of Members at large under this Membership Plan and By-Law.
- 14.4 Copies of this Membership Plan and By-Law and the rules and regulations of the Club shall be open for inspection by all Members of the Club during ordinary business hours of the Communities. All such documentation, so long as it is in force, shall be binding on all Members, and the Club.

## 15. SALE OF CLUB

- 15.1 LCLL shall be entitled, at any time and without notice to or approval from the Members, to sell any or all of the assets comprising the Club, provided that CLL complies with the terms and conditions hereinafter set out.
- 15.2 If the purchaser intends to continue to operate the Club as a private club, such purchaser must, as a condition of purchase, undertake to the Members to assume the obligations of LCLL under the Membership Plan and By-Law and the rules and regulations of the Club shall be deemed to be references to the purchaser.
- 15.3 In the event that a sale of the assets comprising the Club by LCLL occurs and the undertaking referred to in section 16.2 is not provided, all Memberships shall be terminated upon completion of the sale and a Non-Resident Member in good standing shall be entitled to receive from the Club a full refund of the initiation fee, if any, actually paid in cash by such Member to the Club, less an amount equal to the product obtained when \$1,000.00 is multiplied by the number of years or partial years during which the Member was a Member (whether or not in good standing), to a maximum of the amount of such initiation fee paid.
- 15.4 Upon completion of a sale of the assets the Club and LCLL shall be released from this agreement.

16. **MEMBERSHIP YEAR**

- 16.1 The membership year of the Club shall be from and including January 1 and including December 31. All annual fees payable for a Membership year shall be paid by January 31 of such year or, if not then a Member, upon becoming a Member and shall be pro-rated for that year.
- 16.2 This Membership Plan and By-law constitutes the Membership Plan and By-law referred to in the Membership application form and constitutes an agreement between the Club, CCCC and each Member as of the date of such Member becoming a Member. Upon the execution of the Membership application form by an applicant, this Membership Plan and By-law shall constitute an agreement between the applicant Member, the Club and CCCC whereby each such person is required to be bound and abide by the provisions of this Membership Plan and By-law and the rules and regulations of the Club. The rights, privileges and obligations contained in this Membership Plan and By-law shall bind and ensure to the benefit of the Club, CCCC and the Members from time to time.