

BY-LAWS OF ROLLING HILLS COUNTRY CLUB

(Revised September 2023)

ARTICLE I  
NAME AND OBJECT

SECTION 1. NAME: This organization is incorporated (not for pecuniary profit) under the laws of Indiana as "Rolling Hills Country Club, Inc." (RHCC).

SECTION 2. OBJECTS:

- (A) To develop, operate, and maintain a family country club for the benefit of the membership;
- (B) To encourage and promote recreational and social activities and programs of interest to the membership;
- (C) To provide, operate, and maintain necessary buildings, grounds, equipment, and facilities; and
- (D) To conduct all of its activities in a manner compatible with high standards of living.

## ARTICLE II ORGANIZATION

### SECTION 1. BOARD OF DIRECTORS:

The Board of Directors shall consist of nine (9) directors, each of whom shall hold office for a period of three (3) years. The terms of the directors shall be staggered, so that the terms of three (3) directors expire each year. After completion of one (1) three (3) year term, one (1) year shall elapse before any person shall again be eligible for election to the Board of Directors. The term of each director for the ensuing year along with their newly assigned responsibilities shall begin at the first of the calendar year following their election. The three-month period following the election will be utilized as a transition period during which time the newly elected officers and directors develop their budget and become familiar with their respective responsibilities. The newly elected officers and directors shall act only as observers during this transition period. The official term for each officer and director shall begin on January 1 following their election.

When a vacancy occurs in the membership of the Board of Directors for any reason, such vacancy shall be filled by the appointment by the President of the Club of the member who received the fourth highest number of votes for membership on the Board of Directors at the last preceding election. If there be other or further vacancies, such shall be filled in order by the members receiving the fifth and sixth highest number of such votes at said election. If no nominees are willing or able to so serve, the vacancy shall be filled by the remaining Board of Directors by majority vote.

### SECTION 2. NOMINATING COMMITTEE:

A nominating committee composed of two (2) directors and one (1) resident member, all of which shall be appointed by the President, shall present the nominees for vacancies on the Board of Directors at the annual membership meeting of this organization. Nominations may

be made from the floor, provided the nominee is present and agrees to the nomination. Nominees shall be a resident member in good standing and not delinquent for the previous year. The election shall be by secret ballot.

### SECTION 3. OFFICERS:

The elected directors, at their meeting immediately preceding the annual meeting of the membership, shall elect from the directors a President, Vice-President, Treasurer and Secretary. No President shall succeed himself. Each such elected officer at the time of his election shall have at least one year remaining of his term as a director.

### SECTION 4. DUTIES OF OFFICERS:

(A) PRESIDENT. The President shall preside at all meetings of the organization and of the Board of Directors, and shall have general supervision over the affairs of the organization, its property and servants. He shall be ex-officio, a member of all committees.

(B) VICE-PRESIDENT. In the absence of the President, the Vice-President shall perform his duties. Should neither be present at any meeting, a chairman shall be chosen by vote.

(C) TREASURER. The Treasurer shall be responsible for the collection and discharge of the funds as directed by the Board. He shall submit to the Board at each regular meeting, a report indicating the members who are delinquent in paying their accounts and the number of days such delinquency has occurred. The Treasurer shall be responsible to take such collection action on delinquent accounts as covered in the rules of the Club and as directed by the Board.

(D) SECRETARY. The Secretary shall keep the records of the meetings of the organization and of the Board of Directors, the corporate seal of the organization, and shall perform such other duties as may from time to time be fixed by the Board. He shall mail notices of all

meeting of the organization and of the Board of Directors to members thereof, as provided by the By-Laws, and shall conduct all correspondence as directed by the Board of Directors.

(E) FINANCIAL SECRETARY. The Financial Secretary, appointed by the President, shall not be a member of the board of Directors. He or she will be responsible for the bookkeeping and accounting procedures as performed by the general bookkeeper and will prepare complete monthly balance sheets and operating statements that will clearly indicate the financial condition of the club. Such statements will be submitted to the Board of Directors on a regular monthly basis. The Financial Secretary will be responsible for the timely filing of all Club tax returns. The Financial Secretary will be the principal contact with the lending institutions in any financial negotiations as directed by the Board and will be responsible for furnishing all financial information to these institutions as directed by them in any instance.

(F) THE AUTHORITY AND FORM OF SIGNATURE. All checks, drafts, or orders for the payment of money shall be signed by the Treasurer and countersigned by the Secretary. In the event that one of the above mentioned officers is unavailable, then the President, Vice-President, Club Manager, Office Manager or Payroll Clerk may serve as his substitute.

(G) The officers and directors of this organization will be responsible for conducting its activities and business in keeping with the objects of the organization and shall see that all rules and regulations necessary therefore are established and enforced.

(H) Excepting emergency or budgeted expense items, the officers and directors shall not obligate this organization for any expenditures of more than \$50,000.00 in any one transaction, except by vote of the membership at a membership meeting.

## SECTION 5. MEETINGS:

(A) In September of each calendar year, an annual meeting of this organization shall be held on a date selected by the Board of Directors. The membership shall receive at least fourteen (14) days' notice by mail or electronic mail of this meeting. Annual reports shall be presented to the membership at a meeting to be held in January. Directors shall be elected at the annual meeting in September. All meetings of the membership of Rolling Hills Country Club shall be conducted under Roberts Rules of Order.

(B) Other meetings of this organization may be called and set by the Board of Directors, with at least fourteen (14) day notice by mail or electronic mail to the membership.

(C) The lesser of fifteen percent (15%) of the current voting membership or fifty (50) voting members shall constitute a quorum for the transaction of business at any meeting of this organization.

(D) A regular meeting of the Board of Directors shall be held each month on a fixed schedule as established by themselves. A special meeting of the Directors shall be held as called by the President. Failure of any officer or director to be present and attend three (3) successive meetings will create a vacancy. Six (6) directors shall constitute a quorum for a meeting of the Board of Directors.

(E) Special meetings of the Board of Directors shall be held at the call of the President or at the request of three (3) directors, which request shall be submitted in writing to the Secretary. Notices of special meetings shall be given by mail or electronic mail to each director at least three (3) days prior to the said meeting.

(F) Special meetings of the membership of the organization may be called at any time by order of the President or by four (4) members of the Board of Directors or by five percent

(5%) of the voting members on notification to the Secretary, who shall notify all members by mail or electronic mail at least three (3) days prior to the date of the meeting.

#### SECTION 6. COMMITTEES:

(A) There may be appointed by the President certain standing committees. Chairmen of each committee must be members of the Board of Directors, but the members of the Board cannot form a majority of any committee.

(B) Steering Committee. Members of the Steering Committee will be comprised of the immediate eight (8) past Presidents who are currently Resident members in good standing and the Financial Secretary. The Board of Directors will annually submit to the Steering Committee for review the yearly budget and any future capital improvements. The immediate past President will serve as Chairman of the Steering Committee.

(C) Future Planning Committee. In October 1968 the President was to appoint a committee of six (6) - two to serve three years, two to serve two years, and two to serve one year. Thereafter, the President will appoint yearly, two new members to serve three year terms. The Future Planning Committee's function is to propose and plan future capital improvements as directed by the Board of Directors. The President shall appoint the Chairperson.

(D) Financial Operations Committee. The Financial Operations Committee will be comprised of the Club Treasurer, Business Manager, Financial Secretary, and Chairman of the Future Planning Committee, together with four (4) other Club members appointed by the Club President. Each of the four (4) other Club Members shall serve two (2) year terms and their terms shall be staggered, so that the terms of two (2) of these members expire each year. The Club Treasurer shall serve as Chair of this committee. The Financial Operations Committee's function is to oversee all financial operations of the Club, including compensation planning, debt management, purchasing, pricing recommendations, financial requirements for member and guest functions, and audit functions, all as directed by the Board of Directors.

## SECTION 7. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The Club shall indemnify any person made a party to any action, suit, or proceeding whether civil or criminal, by reason of the fact that he or she is or was a Director or Officer of the Club, against the reasonable expenses, including attorneys fees, actually and necessarily incurred by him or her in connection with the defense of such action, suit, or proceeding, or in connection with any appeal therein, except in relation to matters as to which it shall be finally adjudged in such action, suit, or proceeding that such Director or officer is liable for gross negligence or willful misconduct in the performance of his or her duties. The Club may also pay or reimburse to any such Director or Officer any amount paid upon judgment and the reasonable costs of settlement of any such action, suit or proceeding if it shall be found by a majority of a committee composed of Directors not involved in the matter in controversy (whether or not a quorum) that it was to the interests of the Club that such payment or settlements be made and that such Director or Officer was not guilty of gross negligence or willful misconduct. The provisions of this Section shall be in addition to and not in limitation of any other right of indemnification and reimbursement or limitation of liability to which any Director or Officer may be entitled as a matter of law.

## ARTICLE III MEMBERSHIP

### SECTION 1: CLASSES OF MEMBERSHIP:

Classes of Membership are as follows:

- a. Resident Members, which includes (1) Regular Resident Members, (2) Company Members.
- b. Non-Resident Members.

- c. Ministerial Members.
- d. Special Members.
- e. Life Members
- f. Junior (golf) Members.
- g. Social Members.
- h. Company Social Members.
- i. Honorary Members.
- j. Tennis and Swimming Members.
- k. Company Tennis and Swimming Members.
- l. Junior Tennis and Swimming Members.
- m. Snow Bird Members.
- n. Limited Members.
- o. 100 Club Members

## SECTION 2. RESIDENT MEMBERS.

Resident Members are those members residing within the residence area. Company Memberships are those memberships which were purchased by a company or an organization with the understanding that such membership could be transferred from such officer or employee to another officer or employee of such company or organization. Any membership category (except Social) may be transferred to the name of an officer or employee of a Company Membership, or a spouse in the case of an individual membership, by payment of a transfer fee at the time of the request equal to ten percent (10%) of the current, full, nonpromotional initiation fee for the category. Each Resident, and Company Member shall have the right to one (1) vote. Any voting member who is absent from a membership meeting may, with prior notice to RHCC in writing or electronically, designate another person ("Designee") to appear at a membership meeting and personally vote on behalf of that member. The Designee must be covered by the same membership number and listed as the spouse or significant other in the Membership Records. Designee's presence will be counted in the establishment of a quorum. All classes of membership carry the privileges of that



membership to the member, the member's spouse or significant other and unmarried dependent members of the member's immediate family under twenty-one (21) years of age, or under twenty-five (25) years of age if still in school on a full-time basis.

Any Member in good standing changing his or her permanent residence from the hereinafter defined residence area or any Member, for good cause shown, may upon written application to the Board of Directors, request a demit of one (1) year, which if granted, will entitle such member to reinstatement without paying dues during such period. The Board of Directors in its sole discretion shall make a determination on a case by case basis whether good cause has been shown by a Member to grant a demit. Good cause includes extraordinary circumstances of hardship, such as a disability, serious adverse health condition, or extreme financial hardship. A member is not eligible to apply for a demit if all dues, assessments, initiation fees and other charges have not been paid in full prior to application. Prior to the expiration of the demit which is granted to the Member, such Member may make application for a one (1) year renewal of such demit. All applications for demit shall be accompanied by a check payable to Rolling Hills Country Club, Inc., in the amount of five-hundred dollars (\$500.00), which shall be the annual fee for a demit. The Board of Directors at its discretion may grant to any member not in excess of two (2) renewals of such demit, each of which shall be for a period of no longer than one (1) year and each of which shall be granted only upon application and accompanied by a check payable to Rolling Hills Country Club, Inc., in the amount of five-hundred dollars (\$500.00). Any Member in good standing, for health, disability or serious adverse medical condition may upon written application to the Board of Directors, request a demit of six (6) months, which if granted, will entitle such member to reinstatement without paying dues during such period. Approval of such request would be subject to the same guide lines as a one year demit with the distinction being, the six (6) month demit is a one- time event and is not renewable. All applications for a six (6) month demit shall be accompanied by a check payable to Rolling Hills Country Club, Inc., in the amount of two hundred and fifty dollars (\$250.00), which shall be the fee for a six (6) month demit. Whenever a member is granted a demit, his or her name shall be removed from the Club's membership role. At the expiration of the initial one year demit, or any permissible renewal

thereof, when the demitted member applies for reinstatement, if the desired membership category is full, such demitted member's application shall be placed at the top of the list of other applicants insofar as priority in becoming an active member is concerned. At the end of the one year demit, a Member shall pay all assessments levied during the demit period. Any member granted a demit or an extension of a demit is not permitted to make any use of the Club facilities except as a guest of another member, and as a guest shall pay daily green fees for the use of the golf facilities or any other guest charges made for use of any other of the Club facilities. Excepting, however, that any member granted a demit or extension of a demit for adverse health reasons may elect to become a Social Member during their demit period.

In addition, any Resident, Non-Resident, or Junior Member may make application to change his or her membership to a Tennis and Swimming or a Social membership, and a Tennis and Swimming Member may make application to change his or her membership to a Social membership. If such a membership change should occur, that member may be reinstated to his or her previous membership on any anniversary date of the membership change. Such reinstatement shall be conditioned upon the payment of the amounts of any assessments that said member would have paid had he or she remained in his or her original membership classification. If the Resident membership limitation is filled at the time of the reinstatement application, such member's application shall be placed at the top of the list of other applicants insofar as priority in becoming a Resident Member is concerned.

Any person on demit, and any person having changed his or her membership in accordance with the preceding paragraph, who wishes to be reinstated to his or her prior membership category at a time other than his or her demit or membership change anniversary date, may be reinstated only upon the payment of all dues and assessments that he or she would have owed if the reinstatement would have occurred on the last preceding anniversary date.

### SECTION 3. RESIDENCE AREA DEFINED:

The "Residence Area" includes the Two (2) counties of Vanderburgh, and Warrick in Indiana.

### SECTION 4. NON-RESIDENT MEMBERS:

Non-Resident Members are those members residing outside the defined Residence area who shall have the same rights, privileges and restrictions of Resident Members except the right and privileges of voting.

### SECTION 5. SPECIAL MEMBERS:

A Special Member shall include the surviving spouse of a member who was in good standing at the time of his or her death and/or a member who by reason of age or disability cannot, in the discretion of the Board of Directors, utilize the full facilities of Rolling Hills Country Club. The Special Member category shall be implemented and sustained only at the discretion of the Board of Directors.

(A) On the death of a married member, the surviving spouse shall not be required to pay dues or assessments for a period of six (6) months from the date of said member's death, but shall be entitled to the use of the Club facilities during said period the same as a Special Member. Prior to the expiration of said six (6) month period, such surviving spouse shall notify the Club in writing if she or he intends to retain such membership and if so shall pay all dues and assessments thereafter. If no affirmative notification is received by the Club within said six (6) month period, such surviving spouse shall be deleted from the rolls of Club membership.

(B) Should a Special Member remarry, the privileges of Special Membership shall cease on the last day of the month in which the marriage occurs. However, upon written application to the Board, the surviving spouse may request that this previously assigned membership be

transferred to the surviving spouse without fee. The surviving spouse will then be recognized as the authorized member for this category of membership and payment of full monthly dues for this Membership will be required from the first full month following the remarriage.

#### SECTION 6. MINISTERIAL MEMBERS:

This shall include those persons who are engaged full time in the active ministry and who shall be entitled to the privileges of the organization excepting the right and privileges to vote.

#### SECTION 7. JUNIOR RESIDENT MEMBERS:

Persons between the ages of twenty-one (21) and thirty-four (34) years, inclusive, may be eligible for Junior Memberships, which shall entitle them to all the privileges of Resident Membership, excepting a vote in the management of the organization and a share in the ownership of the organization property.

#### SECTION 8. SOCIAL MEMBERS:

Persons who desire the use of the accommodations of the Rolling Hills Country Club, Inc., exclusive of the use of the golf, swimming, tennis and such other athletic facilities as may from time to time be furnished the members of the Club may apply for Social Membership. Social Members shall not have voting privileges and shall not share in the ownership of the Club. Such persons granted Social Membership shall not be permitted the use of the golf, swimming, tennis or other athletic facilities of the Club, except as a guest of a qualified member and then only on the same terms, costs, and restrictions as non-members. Any violation of such use-restrictions will be cause for immediate expulsion of such Social Membership from the Club in the sole discretion of the Board of Directors. A Social Member, with the approval of the Board of Directors, may transfer to another membership class, providing a vacancy in such class exists and with the payment of the difference between the initiation fee already paid and the initiation fee for such class into which the Social Member

desires to transfer. Social Members desiring to upgrade to another membership classification will be given preference over nonmembers whenever a vacancy occurs in the desired membership classification.

#### SECTION 9. COMPANY SOCIAL MEMBERS:

Company Social Memberships are those social memberships which are purchased by a company or an organization, with the membership assigned by such company or organization (with the approval of the Club's Board of Directors) to an officer or employee thereof. This membership can be transferred, without charge and with the approval of the Club's Board of Directors, to another officer or employee of such company or organization. Initiation fees, dues, assessments, rights and privileges for Company Social Members shall be the same as those for Social Members. However, a company or organization may purchase up to five (5) such Company Social Memberships at any one time with the payment of an initiation fee equal to that for one (1) Social Membership. In addition, a Company Social Membership which is not currently assigned to any person shall not be subject to dues or assessments, so long as the company or organization has at least one (1) Company Social Membership which is assigned and is paying dues and assessments.

#### SECTION 10. MEMBERSHIP APPLICATIONS:

An applicant for membership must be referred by a Member, and the application shall be submitted to the Membership Committee, which will be appointed by the President. This committee will completely investigate all applicants and report their findings at the next regular meeting of the Board of Directors. It is within the power of the Board of Directors to accept or reject any applicant.

#### SECTION 11. MEMBERSHIP LIMITATIONS:

The Resident and Limited Membership classifications are restricted to a total of three hundred eighty-five (385) members, but this limitation may be temporarily exceeded when a Junior Member reaches the age of 35 and automatically moves to Resident Membership status. The Junior Membership classifications are restricted to seventy-five (75) members, but this limitation may be temporarily exceeded when a Junior Membership applicant is the child or spouse of a child of a Resident Member. The Social Membership classifications are restricted to a total of two hundred seventy-five (275) members. The Tennis and Swimming Membership classifications are restricted to one hundred seventy five (175) members. All other limitations, if any, of the other classifications of members shall be fixed by the Board of Directors.

#### SECTION 12. HONORARY MEMBERSHIPS:

By recommendation of the Board of Directors and subsequent approval of the membership at a regular or special meeting, a person or persons who are non-members may be awarded an Honorary Membership for extraordinary service to the Club extending over a long period of time. This classification shall be limited to the recipient, shall be non-voting and shall not require payment of initiation fees, dues or assessments.

#### SECTION 13. TENNIS AND SWIMMING MEMBERSHIPS:

Persons who desire to use all of the accommodations of the Rolling Hills Country Club, exclusive of the golf facilities, may apply for a Tennis and Swimming Membership. Tennis and Swimming Members shall not have voting privileges and shall not share in the ownership of the Club. Such persons granted Tennis and Swimming Memberships shall not be permitted to use the golf facilities of the Club except as a guest of a qualified member, and then only on the same terms, costs, and restrictions as a non-member. A Tennis and

Swimming Member may transfer to a Resident Membership, with approval of the Board of Directors, providing a vacancy in the Resident Membership exists, with payment of the difference between the initiation fee already paid and the initiation fee for Resident Membership. A member of any other membership classification may, with the approval of the Board of Directors, transfer his or her membership to a Tennis and Swimming Membership with the payment of the difference between the initiation fee already paid and the initiation fee for the Tennis and Swimming Membership. However, if any such approval of the Board is given, there shall be no refund of any initiation fee already paid.

#### SECTION 14. COMPANY TENNIS AND SWIMMING MEMBERSHIPS:

Company Tennis and Swimming Memberships are those tennis and swimming memberships which are purchased by a company or an organization, with the membership assigned by such company organization (with the approval of the Club's Board of Directors) to an officer or employee thereof. This membership can be transferred, with a transfer fee equal to ten percent (10%) of the current initiation fee and with the approval of the Club's Board of Directors, to another officer or employee of such company or organization. Initiation fees, dues, assessments, rights and privileges for Company Tennis and Swimming members shall be the same as those for Tennis and Swimming Members.

#### SECTION 15. DIVORCED MEMBER:

If a member of the Club becomes divorced, the member's former spouse may become a member (in the same membership class) for an initiation fee of Five Hundred Dollars (\$500.00).

#### SECTION 16. JUNIOR TENNIS AND SWIMMING MEMBERSHIPS:

Persons between the ages of twenty-one (21) and thirty-four (34) years, inclusive, may be eligible for Junior Tennis and Swimming Memberships, which shall entitle them to all of the privileges of Tennis and Swimming Members (set forth in Section 13 herein).

#### Section 17. LIFE MEMBERSHIPS

Persons who have reached the age of Seventy-five (75) and have been a member of Rolling Hills Country Club for a period of Forty (40) years will be eligible for a Life Membership, which shall entitle them to all of the privileges of a Resident Member except the right to vote.

#### Section 18. SNOW BIRD MEMBERSHIPS

Persons living outside Indiana, Illinois, and Kentucky who can provide proof of residence in another state for not less than six (6) months per year will be eligible to be a Snow Bird Member upon the signing of a one year contract. A Snow Bird Member shall pay one-half of the annual Regular Resident Member dues and 100% of all assessments. A Snow Bird Member shall have the same rights and privileges as a Resident Member, excepting the right to vote.

#### SECTION 19. LIMITED MEMBERS:

Limited Members are members joining under a special promotional rate and shall have the same rights, privileges and restrictions of Resident Members except the right and privileges of voting. Limited Member monthly dues will increase by twenty percent (20%) on January 1<sup>st</sup> of the year after they join, and will increase by 10% each January 1<sup>st</sup> thereafter until they reach parity with the Regular Member dues. When Limited Members reach dues parity with Resident Members, they will automatically transfer to the Resident Member class. Limited members will be exempt from any other dues increases until such time as parity has been achieved.

#### Section 20. 100 CLUB MEMBERSHIP

Members who are at least Seventy (70) years of age, and the age of the member added to their consecutive years of membership is greater than or equal to 100 will be eligible for a 100 Club Membership. Membership in the 100 Club provides all of the privileges of a Resident Member except the right to vote. Dues for this category will be 20% less than



prevailing Resident member dues.

#### Section 21. FORMER MEMBER AND SPOUSE

If a member resigns his or her membership from any membership category, or if the membership is otherwise terminated, said member and the member's spouse will not be eligible to rejoin the club at any membership level for a period of 12 months, unless the member first pays all dues and assessments that he or she would have owed had he or she remained a member.

### ARTICLE IV DUES, ASSESSMENTS AND FEES

#### SECTION 1. INITIATION FEES:

(A) The initiation fee for all Members shall be set from time to time by the Board of Directors; provided that the Board of Directors will not have the authority to raise or lower said initiation fee by more than fifty (50%) from current levels. Increases or decreases in the initiation fee of more than fifty (50%) will require an affirmative vote of the members eligible to vote.

(B) In case of transfer by a member of his or her class of membership, he or she shall make application to the Secretary and shall receive a credit toward the new initiation fee of any sum he or she may have previously paid as an initiation fee.

(C) All initiation fees are payable at the time of acceptance unless a delayed payment plan is established by the Board. The Member is also liable for all dues and assessments. All delayed initiation fee schedules shall be calculated using as a base the initiation fee in force for that class of membership at the time of application for membership.

## (D) Initiation Fees by Class, Effective 10/1/23

Resident, and Company Members	\$4,500.00
Non Resident Members	\$2,250.00
Junior Golf age 21 to 25	\$800.00
Junior Golf age 26 to 30	\$1,250.00
Junior Golf age 31 to 34	\$1,700.00
Snow Bird Members	\$2,250.00
Tennis and Swim and Company Tennis & Swim	\$1,000.00
Junior Tennis and Swim	\$350.00
Social and Company Social	\$600.00

## SECTION 2. DUES:

Effective February 1, 2024, Monthly Dues Schedule:

Resident, and Company Members	\$405.00
Non Resident Members ½ Prevailing Resident Dues	
Junior Golf age 21 to 25	\$138.00
Junior Golf age 26 to 30	\$207.00
Junior Golf age 31 to 34	\$271.00
Ministerial & Life Members	\$270.00
100 Club Members	\$324.00
Snow Bird Members	\$405.00 (for 6 months)
Tennis and Swim and Company Tennis & Swim	\$175.00
Junior Tennis and Swim	\$110.00
Social and Company Social	\$110.00
Special Members at two thirds (2/3) membership category rate.	

Resident, Non-Resident, Limited, 100 Club, and Snow Bird Members shall pay one hundred percent (100%) of all assessments approved by the Membership. Assessments shall be prorated to members in other categories in proportion to the dues established for their respective membership classifications.

Any member who enters active full-time military service of the United States on a non-regular, nonprofessional basis shall be relieved of payment of all dues and assessments, for the period of such active full-time service, but shall be entitled to the privileges of the Club the same as though such dues and assessments were being paid, and if married, the spouse and dependent children of the member will be entitled to the privileges of the organization. Such member must reactivate his or her membership classification, including the payment of dues and assessments within ninety (90) days after discharge in the military service.

SECTION 3. The charges for dues shall date from the first day of the month following the Board of Directors' passing favorably upon the member's application for membership.

SECTION 4. PAYMENT OF DUES, ASSESSMENT, AND CHARGES. (A) A statement of dues, assessments and all charges with the Club shall be rendered to each member monthly. All dues, assessments and charges are to be paid to the Club on or before the 10<sup>th</sup> day of the month. If such account is not paid in full within thirty (30) days from such due date, the Board of Directors will be notified. No credit shall be extended to any member while the member's account is delinquent. Should a member fail to pay the indebtedness in full within a period of sixty (60) days after it becomes due, all privileges of the Club shall be terminated, and the member shall be notified by regular mail at his or her address which is shown on the records of the Club. Should a member fail to pay the indebtedness in full within ninety (90) days after it becomes due, he or she shall automatically and without notice cease to be a member of the Club. The Board of Directors at its sole discretion, upon receipt of written application by such member for good cause shown, may grant a stay of such termination of membership for a period not to exceed ninety (90) days. The Board may grant such an extension to a member only one (1) time in any three (3) year period. After suspension of privileges of use of the Club facilities, such suspension shall not be lifted until all indebtedness of such member to the Club has been paid.

(B) The Board of Directors may authorize the Treasurer to take appropriate action to collect past due accounts and/or establish a late charge penalty to those members whose accounts are considered to be in arrears. A member shall be liable to pay all attorneys fees, expenses, and costs incurred to collect past due accounts.

#### SECTION 5. PRIVATE GOLF CARTS.

All private carts which are brought onto Rolling Hills Country club property must be registered annually with the club office. All private cart owners are liable for the operation and/or damage incurred by their cart. Verification of insurance shall be provided to RHCC annually at the time of registration. RHCC is not to be held liable or responsible for any operation, incident, or situation involving a private cart. RHCC will not provide storage, service or repair for a private golf cart. Approval to operate a private golf cart must be granted by the golf committee. An annual fee shall be charged to all private golf cart member/owners to operate their personal golf carts on the RHCC golf course. The period covered by the annual fee shall be from April 1 through March 31. The number of private golf carts should be limited to (60) sixty carts. The Trail Fee charged shall equal fifty (50) ½ 18 hole cart rentals for family use and forty (40) ½ 18 hole cart rentals for a single user as of April 1 of the applicable year. Golfers, other than family members of the private golf cart owner, riding in a private golf cart shall be charged the established RHCC golf cart fee as printed in the RHCC golf cart fee schedule. No trail fee will be charged to those members utilizing their cart simply as transportation to the pool, tennis courts, or dining/bar areas. A Rolling Hills Country Club cart sticker must be displayed each year, which confirms that cart has been properly registered. The Board of Directors reserves the right to revoke the "right" of a member/owner to operate their private golf cart at Rolling Hills Country Club at any time without refund of any portion of the annual fee payment.

**ARTICLE V**  
**MISCELLANEOUS**

**SECTION 1. BY-LAWS:**

The By-laws may be amended by two-thirds (2/3) of the members voting at any regularly called meeting, provided notice by mail or electronic mail of the subject matter of the proposed amendment shall be given in writing to all the membership at least five (5) days before the meeting at which it is to be considered.

**SECTION 2. SUSPENSION, EXPULSION, AND APPEAL:**

The Board of Directors may by two-thirds (2/3) vote of those present, for any cause deemed sufficient by them, and after notice and hearing, suspend or expel any member. Any member, suspended or expelled, shall have the right at any time within two (2) weeks after receiving official notice of the suspension or expulsion, to require the Secretary to call a general meeting of the members of the organization to consider the matter. Not less than two (2) days notice of such meeting, stating its purpose, shall be given by mail or electronic mail to each member. At such meeting, a majority vote shall decide whether the action of the Board of Directors shall be made permanent or set aside.

**SECTION 3. RULES:**

The Board of Directors shall annually publish and distribute to all members a combined set of rules governing the conduct, privileges, and restrictions of members and guests in the use of all facilities of the Club, including the golf course, swimming pool, tennis courts, clubhouse, locker rooms, and other areas where the Board may feel it is appropriate. The Board may, at any time during the year, amend these rules, provided only that written or electronic notice is

given to all members.

Each member shall be responsible for himself or herself, family members and/or dependents, and guests for the observance of all rules.

Members desiring changes in the rules may submit suggested changes, in writing, to the President of the Club. The proper committee in charge of the area concerned shall make the decision and reply, in writing, through the President to the member within two (2) weeks.

If the member is not in agreement with the decision reached, he or she may seek further action by means of a special membership meeting, as provided for in these By-laws under Article II, Section 5 (F). At the special membership meeting the members present shall decide on the suggested rule change.

All complaints or suggestions concerning the management of the organization must be addressed to the Board of Directors in writing.

#### SECTION 4.

When in the opinion of the board, the best interests of the organization are being served, the Board of Directors may, upon receipt of a written application from any Resident Member, by an affirmative vote by the majority of the members of the Board, grant to such member for a definite and limited time, privileges other than those granted herein.

#### SECTION 5.

Any of the membership privileges as herein provided may be restricted or temporarily suspended by the Board of Directors when, in their judgment, such action is necessary for the benefit of the membership at large.

## SECTION 6.

Neither the Board of Directors, or any other committee, member, group of members, or employees shall sell, pledge, mortgage, convey, lease, rent, encumber in any manner, or grant any license or easement to or over real estate of said Club without the prior approval of the membership at any annual or specially called meeting. Any proposal concerning any such disposition of club real estate shall be given to the members by the written notice of such annual or special meeting.

APPROVED AND ACCEPTED IN FINAL FORM  
BY THE BOARD OF DIRECTORS

September 2023