2025-2026 BYLAWS OF
HILLCREST GOLF & COUNTRY CLUB
OF BATESVILLE, IND.

ARTICLE I: NAME

1.1: The name of this Club shall be "Hillcrest Golf and Country Club of Batesville, Ind."

ARTICLE II: MEETINGS

2.1: ANNUAL MEETINGS: The annual meeting of the members of this Club, for the election of Directors and for transaction of such business that may require the attention of the members, shall be held at the Club within ninety (90) days of the end of the fiscal year.

2.2: BOARD OF DIRECTORS MEETINGS: A meeting of the Board of Directors shall be held a minimum of once per quarter at a suitable time and place as determined by the Board.

2.3: SPECIAL MEETINGS: Special meetings of Club membership may be called by the President or in his or her absence by the Vice President, at such times as the business of the Club may require, by giving a minimum of ten (10) days of notice and setting the purpose thereof, in writing, to all persons entitled to attend such meetings.

2.4: COMMITTEE MEETINGS: All committee meetings shall be subject to the call of the respective Committee Chairpersons.

ARTICLE III: OFFICERS AND ELECTIONS

3.1: BOARD OF DIRECTORS: The business and prudential concerns of the Club shall be managed by a Board of Directors consisting of five (5) members or seven (7) members, at least three (3) of which shall be full premier members. The election of the Directors shall be a rotating three-year cycle with two (2) directors elected in two of the years and one (1) director elected in one of the years. If a vacancy or vacancies exist on the Board at the time of the annual meeting, a Director or Directors shall be elected to fill an unexpired term or terms.

The election of the Directors shall be conducted as follows:

a. The Secretary of the Board or Club Bookkeeper shall receive and approve Director applications.

b. Electronic and/or hard copy ballots will be prepared for members' use.

c. A member may vote 1) electronically, 2) by proxy, or 3) hand delivery to the Clubhouse at least one (1) day prior to the published start time of the annual meeting.

d. The Vote of a member is void if the member votes for more nominees than vacancies to be filled.

e. The Secretary, Club Manager or Club Bookkeeper is responsible to tabulate the votes and report them to the Board of Directors.

3.2 : OFFICERS: Within ten (10) days after the annual meeting, the Board of Directors shall meet and appoint from their number: a President, Vice President, and Treasurer. A Secretary may also be appointed and may or may not be the same person appointed as Treasurer. As soon as practical after his or her election, the President shall appoint from the remaining Board of Directors, Standing Chairpersons as described hereinafter. Each Chairperson may select from the membership a person or persons to serve on their respective committee.

3.3 : DISMISSAL: Any Director absent from three (3) consecutive meetings, five (5) meetings within a fiscal year, or total of nine (9) meetings within their term of office, shall be subject to removal from the Board by majority vote of the remaining Directors in attendance at a regular or special Board meeting. Prior to action thereon, the offending Director shall be given full opportunity to be heard and offer his or her defense thereof.

3.4 : VACANCIES: Vacancies occurring on the Board of Directors between annual meetings shall be filled by a member appointed by a majority vote of the remaining Directors thereof, within ninety (90) days of resignation.

3.5 : QUORUM: A majority of the Board of Directors shall constitute a quorum for the transaction of all Business of the Board of Directors.

ARTICLE IV: DUTIES OF OFFICERS AND COMMITTEES

4.1 : BOARD OF DIRECTORS: Working with the Hillcrest staff, the Board of Directors shall have general supervision and control of all Club activities. They shall have the power to authorize the President to sign leases and contracts for the Club which, when so authorized and signed by the President, shall have the same force and effect as if signed by each Club member. They shall have the responsibility for approval of all capital expenditures made on behalf of Club members. The Board of Directors must present capital expenditures in excess of $150,000 to the voting members for approval. Such capital expenditures must be approved by a majority of voting members present at the annual meeting or at a special meeting. The Board of Directors must provide written notice to all voting members ten (10) days prior to special meeting.

This limitation does not apply:

1. To capital expenditures that the Board of Directors determines are necessary to protect the health or safety of employees, members, or users of the Club; or

2. To capital expenditures to repair or replace facilities or properties that have been damaged or destroyed and at least 75% of the cost of which repair or replacement is covered by hazard insurance or payment from a third party.

4.2 : PRESIDENT: The President shall preside at all meetings of the Club and Board of Directors and shall have general supervision over the affairs of the Club, including, but not limited to, its property and employees. The President shall have the power to sign all leases and contracts pertaining to the Club and approved by the Board of Directors.

4.3 : The President shall have responsibility for performance objectives of all salaried exempt staff as well as any the Board dictates. Responsibility for job descriptions and performance reviews may be delegated if the Board approves. For efficiency of decision making, the President can make executive and autonomous decisions where the financial impact of the decision is less than $5,000. All other decisions require a majority vote from the Board of Directors.

The incoming fiscal year's annual dues of the President can be waived with an annual and unanimous vote from the Board of Directors. Specific procedures are to be discussed with the Club Bookkeeper.

4.4 : VICE PRESIDENT: The Vice President, in the absence of the President, shall perform the duties of the President, excluding executing leases and contracts. The Vice President may be a chairperson as defined herein.

4.5 : SECRETARY: The position of Secretary will be filled by a Director. The Secretary shall keep a record of the minutes of the Club annual meeting and of the meetings of the Board of Directors. The Secretary shall maintain (on the Club premises) the permanent records, historical documentation, by-laws, and any other correspondence issued by the Club or Board of Directors concerning matters of significance to Club membership. When directed by the Board of Directors, the Secretary shall process, and record by-law changes as approved by Club membership.

4.6 : FINANCE AND PLANNING COMMITTEE: This committee will consist of the President, Vice President, Treasurer, Administrative Services Manager, Director of Golf, and one other member. This committee shall be responsible for development of both short-term (1 to 3 years) and long-term plans. This committee shall be responsible for the review of the annual budget, investment of surplus funds, operation of Club office, recommendation and acquisition of office services and equipment, including computer hardware and software, point of sale devices, copiers, etc. This committee shall also perform analysis and develop reports for the Board of Directors as needed and recommend the appropriate level of dues, assessments, and initiation fees. This committee shall also be responsible for periodic updates on Club's financial condition to all debtors and guarantors as may be required by covenants and contracts associated with Club indebtedness.

4.7 : AD HOC COMMITTEES: Ad hoc committees are formed by the Club staff when needed. Non-officer directors will be assigned to ad hoc committees on an as-needed basis.

4.8 : ABSENCE OF OFFICERS: In the absence of the President and Vice President, the Board shall elect a President Pro Tempore for the term of such absences.

4.9 : HIRING CERTAIN EMPLOYEES: The Board must approve the hiring of any salaried exempt employee but may not be relieved of individual or collective responsibilities as a result of any hired employee.

ARTICLE V: MEMBERSHIP CLASSIFICATIONS

5.1 : CLASSIFICATION OF MEMBERSHIPS: The Board of Directors shall define and, as necessary, recommend to the membership the various classes or types of membership and the privileges and obligations of each membership class. The Club membership, by simple majority, must approve any change in membership classification or type, together with the definition of each, and the privileges or obligations of each.

5.2 : ASSIGNMENT OF MEMBERSHIP: The membership must be assigned to an individual at time of application. The member of record who has been assigned the membership and their spouse or significant other, will have voting rights and is eligible for appointment to the Board of Directors for the memberships with voting rights. The assignment remains in effect for the entire fiscal year and is automatically renewed for subsequent fiscal years unless the member elects to reassign the membership. A membership may be reassigned to the member's spouse or significant other upon written notification to the President and will become effective July 1 of the following year. With the exception of Corporate Memberships, a membership may not be transferred or assigned to anyone other than the member's spouse or significant other.

5.3 : SELECTION OF MEMBERSHIP CATEGORY: The membership category is chosen at time of application. This selection is in effect for the entire fiscal year and will be automatically renewed for subsequent years unless the member requests a change. All requests for membership category change must be submitted in writing to the Club Manager or Board of Directors and must be approved by the Board and will become effective in the following billing period. Upgrading a membership (i.e., social to premier) requires payment of the difference in initiation fees in effect at time of change. Downgrading a membership (i.e., premier to social) does not result in a refund of initiation fees paid. After a member upgrades or downgrades, they may return to their original membership category at a future date and will not be charged any additional initiation fees.

5.4 : MEMBERSHIP CLASSIFICATIONS, ELIGIBILITY AND PRIVILEGES: The following membership classifications, eligibility, and privileges have been approved by the membership and shall be administered by the Board of Directors and Club Staff. All memberships are subject to any restrictions imposed by the Board of Directors. Your age at the start of the fiscal year is your category for that year.

Classification	Eligibility (Age)	Privileges
Adult Premier Membership	40 – 64	• Use of all Club Facilities* for member and immediate family** • May charge food, beverages, and services at all Club Facilities*
Executive Premier Membership	35-39	• Use of all Club Facilities* for member and immediate family** • May charge food, beverages, and services at all Club Facilities*
Heritage Premier Membership	70+	• Use of all Club Facilities* for member and immediate family** • May charge food, beverages, and services at all Club Facilities*
Senior Premier Membership	65 - 69	• Use of all Club Facilities* for member and immediate family** • May charge food, beverages, and services at all Club Facilities*
Junior Premier Membership	30 – 34	• Use of all Club Facilities* for member and immediate family** • May charge food, beverages, and services at all Club Facilities*
Entry Premier Membership	19 – 24	• Use of all Club Facilities* for member and immediate family** • May charge food, beverages, and services at all Club Facilities*
Associate Premier Membership	25-29	• Use of all Club Facilities* for member and immediate family** • May charge food, beverages, and services at all Club Facilities*
Social Membership	21 or older	• Use of all Westside facilities* for member and immediate family • May charge food, beverages, and services at all Club Facilities* • Up to 2 golf rounds per month and are subject to guest play rules and fees*** • May attend all social functions (live music, tastings, entertainment, etc.)
Youth Membership	8 – 18	• Individual member use of golf course • Are subject to special Youth rules to be approved by the Board of Directors and enforced by the Golf Pro • May charge food, beverages, and services at Pro Shop only if guardian signs approval and submits billing information

National Membership	21 or older	• Use of all Club Facilities* for member and immediate family**
		• May charge food, beverages, and services at all Club Facilities*
		• Taxable address must be located:
		  • 50 miles for 25% discount
		  • 100 miles for 50% discount
		  • 150 miles for 75% discount

Golf Only Membership (Upon Board Approval)	21 – 69	• Individual member use of golf course and Snack Shack • May charge food, beverages, and services at Club Facilities*
Pool Only Membership (Upon Board Approval)	21 and older	• Use of pool for member and immediate family • May charge food, beverages, and services at snack shack only

ARTICLE VI: MEMBERSHIP DUES, ASSESSMENTS, FEES, MINIMUMS AND CHARGES

6.1 : CHARGES: The annual dues, initiation fees, and other fees of each class of membership shall be established by the Board of Directors. The entire club membership must be advised annually, in writing, of the annual dues, initiation fees, and other fees. In the event that dues are to be increased or any assessment is to be levied, the membership must be advised in writing not less than thirty (30) days prior to the effective date of such increase. Dues shall be on a fiscal year basis. Dues, initiation fees, other fees and assessments are non- refundable.

6.2 : PAYMENT OF CHARGES: Members statements are sent on the first business day of each month for the previous month's charges. Payment is expected by the 20th of the month in which the statement is received. Member accounts not paid in full by the due date will be assessed a finance charge, based on the outstanding balance, and assessed a late payment penalty fee. The interest rate and penalty fee are determined at the discretion of the Board of Directors.

6.3 : PRORATION OF DUES: Any member joining the Club after September 1 shall pay dues, prorated by the quarter, for that portion of the year remaining.

6.4 : DELINQUENT MEMBERS: Any Member account continually not current for three consecutive months is considered delinquent and will result in suspension of all membership rights without further notice. In addition, the Board of Directors shall have the right to initiate any legal action deemed necessary to collect the delinquent Member's entire account balance and subsequently may bill the cost of these charges to the Member's account. The suspended Member may petition the Board of Directors for reinstatement when their entire account balance, plus interest, including legal charges, has been paid-in-full. Upon receipt of the petition and payment of the entire account balance, the Board of Directors may lift the suspension. There will be a $250.00 reinstatement fee assessed, and the primary member will be required to authorize an automatic payment plan upon lifting the suspension. The account will be required to stay on the automatic payment plan indefinitely, until a petition is submitted and authorized at the discretion of the Board of Directors. Any Member account suspended for a third time within any two-year period will automatically be terminated upon the receipt of the third suspension. Terminated members wishing to regain their membership rights must reapply for membership and pay the initiation fees in force at time of reapplication.

6.5 : DIVORCE: In the event of divorce the specified member retains the membership unless the Club is notified otherwise in writing. In the event a premier member, junior premier member, or social member file for divorce or is sued for divorce, the member shall specify in writing to the Board of Directors which family members may charge for food, beverages, and services. If the Board of Directors receives no such written notification, the member continues to be responsible for all charges.

6.6 : SURVIVING SPOUSE: In the event of a member's death, the spouse will be recused from paying the remainder of the membership fees. If the member prepaid dues (no more than one year) Hillcrest will refund the remaining term balance. Existing charges must be paid in full. At the term's renewal date, the surviving spouse will be eligible to participate in current course promotions.

6.7 : LEAVE OF ABSENCE: A member in good standing may request in writing to the Board of Directors a Leave of Absence due to special circumstances. The Board of Directors must approve all Leave of Absences and will notify the member in writing of their decision.

6.8 : RESIGNATION OF MEMBERSHIP: In the event a member is unable to continue club usage, a request for Resignation may be submitted to the Board of Directors. If a member not in good standing is granted a Resignation, Articles 6.2 and 6.4 of the by-laws still apply to any unpaid financial obligations. Upon Resignation, a member may apply for reimbursement of any outstanding equity certificates in their possession. The resigning member will be placed on the equity certificate reimbursement list until eligible for repayment under the rules established for repayment of equity certificates. Once the resignation is approved by the board, a year must pass before the individual/family could re-apply for membership. Where warranted based on Club policy or re-structuring, the board of directors has the right to offer an amnesty period for members who had resigned. All resignations and related financial obligations can be approved by a majority vote from the board of directors.

ARTICLE VII: MORALITY CLAUSE

7.1: MORALITY CLAUSE: Hillcrest reserves the right to suspend or terminate the membership of any member who, in the sole discretion of Club management, engages in conduct (past or present) deemed detrimental to the reputation or image of the Club, its members, or its staff. Such conduct includes, but is not limited to, actions involving dishonesty, illegal activities, public scandals, or behavior inconsistent with the standards of conduct and decorum expected of Club members as outlined in the Club's bylaws and rules.

ARTICLE VIII: AMENDMENTS

8.1: AMENDMENTS: These by-laws may be amended by proxy, electronic ballot or hand delivered to the clubhouse by the designated due date. If deemed necessary by the Board of Directors, a vote of the membership may be requested at any regular meeting of the Club membership, or a special meeting called for that purpose. In case of a special meeting, notice thereof shall contain the subject matter of such proposed amendment.

8.2: All amendments and language modifications without membership vote must be approved by a majority vote from the board of directors and recorded by the Board Secretary. The Club Book Keeper can record changes a Pro Tempore during transition of the Board Secretary Position.