

**BYLAWS**  
**OF**  
**JUNIPER HILLS COUNTRY CLUB, INC.**

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**Article I**  
**NAME**

SECTION 1. The name of this corporation shall be known as Juniper Hills Country Club, Inc.

**Article II**  
**MEMBERS MEETINGS**

SECTION 1. PLACE. All meetings of the Members shall be held either at the clubhouse of the corporation in Pocatello, Idaho, or at any other place in said City.

SECTION 2. ANNUAL MEETING. The annual meeting of the Members of the corporation shall be held at seven p.m. on the second Monday in March in each year, if not a legal holiday, and if a legal holiday, then at the same time on the succeeding Monday which is not a legal holiday. In the event that such annual meeting is omitted by oversight or otherwise on the date herein provided for, the directors shall cause a meeting in lieu thereof to be held as soon thereafter as conveniently may be held, and business transacted shall be called in the same manner as provided for in the annual members meeting.

The order of business at the annual meeting shall be as follows:

Reading of minutes of the last annual meeting and of any intervening special meeting;

- Secretary's report;
- Treasurer's report;
- President's report;
- Election of Directors;
- New or unfinished business.

SECTION 3. SPECIAL MEETINGS OF MEMBERS. Special meetings of Members of the corporation may be called at any time by the President, a majority of the Board of Directors, or upon written request of fifteen Members in good standing having the

right to vote. Notice of any special meeting shall state the purpose of such meeting and shall be sent by the Secretary to each Member having the right to vote by mail, not less than ten (10) days, not more than thirty (30) days prior to the time of holding such meeting, and no business shall be transacted at a special meeting other than stated in the notice thereof.

SECTION 4. NOTICE. Notice of all Members meetings stating the time and the place, and the object for which such meetings are called, shall be given by the President or the Secretary by mail not less than ten (10) nor more than thirty (30) days prior to the date of the meeting, to each Member of record in good standing, at the address as it appears on the books of the corporation, unless the Member shall have filed with the Secretary of the corporation, a written request that notice may be mailed to some other address, in which case it shall be mailed to the address designated in such request.

SECTION 5. QUORUM. Except where otherwise expressly provided in the Articles of Incorporation or these bylaws, or where otherwise provided by Idaho Statute, a quorum of the corporation shall constitute the presence in person, or by proxy, of at least thirty percent (30%) of the aggregate of membership in good standing, of the Charter and Regular Members. At any meeting where a quorum is present, the majority vote of those Members entitled to vote, shall decide any question or issue properly before the Members. At any meeting at which a quorum is not present, a majority of the Charter and Regular Members in good standing present, in person or by proxy, may adjourn the meeting to a time appointed and such a meeting shall be held without further notice; provided however, directors shall not be elected at meetings so adjourned.

SECTION 6. VOTING RIGHTS AND GOOD STANDING. Only Charter and Regular Members in good standing shall be entitled to cast one vote for each membership certificate held by such Member, upon each matter submitted to a vote at any meeting, except upon election of Directors as hereafter provided. "Good standing" wherever mentioned in these bylaws shall mean that a Member is not delinquent more than thirty (30) days in payment of dues, assessments, or any other indebtedness due the Corporation.

SECTION 7. VOTE BY PROXY. Charter and Regular Members in good standing may vote at any meeting by proxy which must be in writing filed with the secretary of the corporation prior to any meeting at which the proxy is to be used. Such proxies shall entitle the holders thereof to vote at the adjournment of such meeting or meetings, but no proxy shall be valid after the expiration of eleven (11) months from the date of its execution.

**Article III**  
**MEMBERSHIP**

SECTION 1. Membership at any given time shall be subject to the bylaws as from time to time amended, and such bylaws shall be considered, and be an essential part of, the contract of membership between the club and such member. Any person of the age of 21 years or over may become a member of the corporation after approval of their application for membership by the Membership Committee and the Board of Directors and upon payment of such fees and dues hereafter set forth, provided, however, the total number of Charter and Regular Membership shall not exceed 350 active, dues-paying members.

SECTION 2. **CLASSES.** The membership of this club shall consist of ten classes, namely: Charter, Regular, Social, Pool, Tennis, Associate, Regular Members Under Age 40, Junior Non-Equity and all Non-Equity Members.

SECTION 3. **CHARTER MEMBERS.** The Charter Members are only those persons who shall have paid their initiation fees to the Corporation on or before the 15th day of July, 1985, and each such Member shall be issued a Membership Certificate to evidence such membership. No person shall ever become a Charter Member after the foregoing date and any party acquiring a Charter Membership from a Charter Member shall automatically be a Regular Member.

(a) **UNLIMITED PRIVILEGES.** Charter Members shall have unlimited privileges with regard to use of all club facilities so long as they remain in good standing.

(b) **VOTING RIGHTS.** The Charter Members, in good standing, shall have the right to vote at any regular or special meeting of the Members.

© **TRANSFERABILITY.** At such time as a Charter Member, in good standing shall desire to sell or transfer his membership, he shall surrender his Charter Membership Certificate to the Secretary of the Corporation and, without any transfer fee; the Secretary shall issue a Regular Membership Certificate to the person designated by the Charter Member.

(d) **FEES - DUES - ASSESSMENTS**

1. **Initiation.** The initiation fee for Charter Members is \$5,000. Charter Membership was closed on the 15th day of July 1985.

2. **Dues.** The Board of Directors shall annually determine the amount of dues to be paid. Increases are limited to 10% per annum of previous year's dues. These dues shall be due and payable on the first day of each month. Delinquent members shall be subject to remedies by the Club as set forth in Article V, Section 5 and dues increases shall be governed by Article V.

3. Assessments. Charter Members shall pay such assessments as voted by the membership and delinquent members of the Club shall be subject to remedies as set forth in Article V, Section 8 and 9.

SECTION 4. **REGULAR MEMBERS**. Upon approval by the board of directors and payment of the initiation fees, hereafter set forth, each Regular Member shall be issued a Regular Membership Certificate.

(a) UNLIMITED PRIVILEGES. Regular Members shall have unlimited privileges with regard to use of all club facilities so long as they remain in good standing.

(b) VOTING RIGHTS. The Regular Members, in good standing, shall have the right to vote at any regular or special meeting of the Members.

(c) TRANSFERABILITY. At such time as a Regular Member, in good standing shall desire to sell or transfer his membership, he shall surrender his Regular Membership Certificate to the Secretary of the Corporation and, with a maximum transfer fee of 20% of the sales price, and upon approval of the Board of Directors, the Secretary shall issue a Regular Membership Certificate to the person designated by the Regular Member. Transfer fees will be waived for transfers to immediate family members. Transfer fees will be waived for those members that have belonged to the club for less than one calendar year. Transfer fees will increase by 5% per year thereafter until after 5 calendar years the full 20% will be charged for all certificate sales.

(d) FEES - DUES – ASSESSMENTS

1. Initiation. The initiation fee will be determined by the Board of Directors for Certificates purchased from the Club. For certificates purchased from Charter or Regular Members the price will be determined by the Seller. A non-refundable filing fee will be charged to the purchasing Member. The filing fee will be 5% of the Certificate sales price.

2. Dues. The Board of Directors shall annually determine the amount of dues to be paid. Increases are limited to 10% per annum of previous year's dues. These dues shall be due and payable on the first day of each month. Delinquent members shall be subject to remedies by the Club as set forth in Article V, Section 5 and dues increases shall be governed by Article V.

3. Assessments. Regular Members shall pay such assessments as voted by the membership and delinquent members of the Club shall be subject to remedies as set forth in Article V, Section 5.

SECTION 5. **SOCIAL MEMBERS**. Social members, in such number as the Board of

Directors shall from time to time prescribe, shall be approved by the Board of Directors and upon payment of the initiation fee, as hereafter set forth, each Social Member shall be issued a Membership Card so long as the member is in good standing.

(a) LIMITED PRIVILEGES. Social Members shall be limited to use of the clubhouse facilities.

(b) VOTING RIGHTS. Social Members shall have no voting rights and no proprietary interests.

(c) TRANSFERABILITY. Social Memberships are not transferable.

(d) FEES - DUES - ASSESSMENTS.

1. Initiation Fee. The initiation fee for Social Membership shall be determined from time to time by the Board of Directors.

2. Dues. The Board of Directors shall annually determine the amount of dues to be paid. Increases are limited to 10% per annum of previous year's dues. These dues shall be due and payable on the first of each month. Delinquent members shall be subject to remedies by the Club as set forth in Article V, Section 5.

3. Assessments. Social members shall pay such assessments as determined by the board and delinquent members of the Club shall be subject to remedies as set forth in Article V, Section 5.

SECTION 6. **POOL MEMBERS**. Pool members, in such number as the Board of Directors shall from time to time prescribe, shall be approved by the Board of Directors and upon payment of the initiation fee, as hereafter set forth; each Pool Member shall be issued a Membership Card so long as the member is in good standing.

(a) LIMITED PRIVILEGES. Pool members shall be limited to use of the clubhouse and swimming pool facilities.

(b) VOTING RIGHTS. Pool Members shall have no voting rights and no proprietary interests.

(c) TRANSFERABILITY. Pool Memberships are not transferable.

(d) FEES - DUES - ASSESSMENTS.

1. Initiation Fee. The initiation fee for Pool Membership shall be determined from time to time by the Board of Directors.

2. Dues. The Board of Directors shall annually determine the amount of dues to be paid. Increases are limited to 10% per annum of previous year's dues. These dues shall be due and payable on the first of each month. Delinquent members shall be subject to remedies by the Club as set forth in Article V, Section 5.

3. Assessments. Pool members shall pay such assessments as determined by the Board and delinquent members of the Club shall be subject to remedies as set forth in Article V, Section 5.

**SECTION 7. TENNIS MEMBERS.** Tennis members, in such number as the Board of Director shall from time to time prescribe, shall be approved by the Board of Directors and issued a Membership Card so long as the member is in good standing.

(a) LIMITED PRIVILEGES. Tennis Members shall be limited to use of the clubhouse, tennis courts and swimming pool facilities.

(b) VOTING RIGHTS. Tennis Members shall have no voting rights and no proprietary interests.

(c) TRANSFERABILITY. Tennis Memberships are not transferable.

(d) FEES - DUES - ASSESSMENTS.

1. Initiation Fee. The initiation fee for Tennis Membership shall be determined from time to time by the Board of Directors.

2. Dues. The Board of Directors shall annually determine the amount of dues to be paid. Increases are limited to 10% per annum of previous year's dues. These dues shall be due and payable on the first of each month. Delinquent members shall be subject to remedies by the Club as set forth in Article V, Section 5.

3. Assessments. Tennis members shall pay such assessments as determined by the Board and delinquent members of the Club shall be subject to remedies as set forth in Article V, Section 5.

**SECTION 8. ASSOCIATE MEMBERS.** Associate Membership shall consists of the spouses of Members and unmarried children, under the age of twenty-three years who may reside elsewhere incident to their attendance at college. All Associate Members shall have the same use of the facilities as the Member through whom they derive their membership.

(a) UNLIMITED PRIVILEGES. Associate Members shall have the same privileges as the member through whom they derive their membership, with regard to the use of all club facilities so long as they remain in good standing.

(b) VOTING RIGHTS. The Associate Member shall have no voting rights.

(c) FEES - DUES - ASSESSMENTS.

1. Initiation fee. No initiation fee is required for Associate Members.

2. Dues. Dues are not required from Associate Members.

3. Assessments. Assessments are not required from Associate Members.

**SECTION 9. REGULAR MEMBERS UNDER AGE 40.**

Members who are under the age of 40 who have elected to buy a regular membership, shall, after payment in full of the initiation fee, be issued a regular membership.

(a) UNLIMITED PRIVILEGES. These members shall have unlimited privileges with regard to use of all club facilities so long as they remain in good standing.

(b) VOTING RIGHTS. These members, in good standing, shall have the right to vote at any regular or special meeting of the Members.

(c) TRANSFERABILITY. At such time as a Regular Member, in good standing shall desire to sell or transfer his membership, he shall surrender his Regular Membership Certificate to the Secretary of the Corporation and, with a maximum transfer fee of 20% of the sales price, and upon approval of the Board of Directors, the Secretary shall issue a Regular Membership Certificate to the person designated by the Regular Member. Transfer fees will be waived for transfers to immediate family members. Transfer fees will be waived for those members that have belonged to the club for less than one calendar year. Transfer fees will increase by 5% per year thereafter until after 5 calendar years the full 20% will be charged for all certificate sales.

(d) FEES - DUES - ASSESSMENTS.

1. Initiation Fee. The initiation fee will be determined by the Board of Directors for Certificates purchased from the Juniper Hills Country Club. For Certificates purchased from Charter or Regular members the price will be determined by the Seller. A non-refundable filing fee will be charged to the purchasing member. The filing fee will be 5% of the certificate sales price

2. Dues. These members shall pay dues as determined by the Board of Directors.

3. Assessments. These members shall pay the same assessments as Regular and Charter Members.

**SECTION 10. NON-EQUITY MEMBERS.** Non-equity memberships, in such number as the Board of Directors shall from time to time prescribe, shall be available to any person approved by the Board of Directors, including any charter or regular member who shall automatically forfeit their charter or regular membership upon application as a non-equity member.

(a) UNLIMITED PRIVILEGES. These members shall have privileges as the Board of Directors shall from time to time prescribe with regards to use of all club facilities so long as they remain in good standing.

(b) VOTING RIGHTS. These members shall have no voting rights.

(c) TRANSFERABILITY. These memberships are non-transferable.

(d) **FEES - DUES- ASSESSMENTS**

1. Initiation Fee. Initiation fees will be determined by the Board of Directors. Initiation fees for this class of membership are non-refundable.

2. The Board of Directors shall annually determine the dues to be paid by non-equity members. These dues shall be due and payable on the first of each month. Delinquent members shall be subject to remedies by the Club as set forth in Article V, Section 5.

3. Assessments. Non-equity members shall pay such assessments as determined by the Board and delinquent members of the Club shall be subject to remedies as set forth in Article V, Section 5.

4. Re-Instatement. Any non-equity member whose membership is terminated for failure to pay dues shall not be eligible to rejoin the corporation as a non-equity member for a period of eighteen (18) months after such termination and the payment of all dues that were delinquent at the date of termination.

**SECTION 11. JUNIOR NON-EQUITY MEMBERS.** Junior non-equity memberships, in such number as the Board of Directors shall from time to time prescribe, shall be available to any person, ages 21 to 30, upon approval by the Board of Directors, including any charter or regular member who shall automatically forfeit their charter or regular membership upon application as a junior non-equity member.



(a) UNLIMITED PRIVILEGES. These members shall have privileges as the Board of Directors shall from time to time prescribe with regards to use of all club facilities so long as they remain in good standing.

(b) VOTING RIGHTS. These members shall have no voting rights.

(c) TRANSFERABILITY. These memberships are non-transferable.

(d) FEES - DUES- ASSESSMENTS

1. Initiation Fee. Initiation fees will be determined by the Board of Directors. Initiation fees for this class of membership are non-refundable.

2. The Board of Directors shall annually determine the dues to be paid by non-equity members. These dues shall be due and payable by March 1st. Delinquent members shall be subject to remedies by the Club as set forth in Article V, Section 5.

3. Assessments. Non-equity members shall pay such assessments as determined by the Board and delinquent members of the Club shall be subject to remedies as set forth in Article V, Section 5.

4. Re-Instatement. Any non-equity member whose membership is terminated for failure to pay dues shall not be eligible to rejoin the corporation as a non-equity member for a period of eighteen (18) months after such termination and the payment of all dues that were delinquent at the date of termination.

SECTION 12. EMPLOYER MEMBERSHIP. All classes of memberships may be purchased in the name of an employer, corporate or otherwise, and upon payment of the initiation fee, a specific employee of the employer may be designated as the member who shall then become responsible to pay all annual dues and assessments levied or assessed from time to time against such Membership.

The Member designated on the certificate or Membership Card shall be entitled to have, exercise, and enjoy all the rights and privileges of the class of membership purchased by the employer, save and except the right of transferability. Provided, however, the Employer may at any time, without notice to, and without the consent of such member, notify the corporate secretary in writing to designate another Employee of the Employer as the person authorized to use such membership, and all rights and privileges of the displaced member shall terminate:

(a) Upon issuance of a new certificate or card to the newly designated Employee of Employer; and

(b) Upon the payment by the Employer of all monies due the corporation by the displaced Employee. Any prepayments to the corporation shall be credited to the account of the newly designated member.

DEFINITION OF EMPLOYER AND EMPLOYEE. Any individual, partnership, corporation, or other legal entity shall qualify as an employer and “employee” shall include any bona fide individual owner, partner, officer, agent or employee of and Employer whether in an active or a retired status at any time that such a person is designated the Member to use the Employers membership.

SECTION 13. MODIFICATION OF MEMBERSHIPS OR MEMBERS RIGHTS.

Except for the class of Charter Memberships, as provided in paragraph 3 above, which shall never be subject to modification or amendment, the total number of memberships authorized, and all classes, together with the rights and privileges accorded such classes are subject to modification, amendment, or repeal, upon the vote of 67% of the Members entitled to vote at a regularly called meeting, at which a quorum is present.

SECTION 14. PROPRIETARY INTEREST. No Member in good standing, except a Charter Member or a Regular Member, shall have any ownership interest in the assets of the corporation upon sale, liquidation, or dissolution. The Members in good standing in the Charter Member class and the Regular Member class shall share pro rata and equity in all corporate assets or proceeds thereof remaining after payment of all corporate liabilities.

**ARTICLE IV**  
**MEMBERSHIP CERTIFICATES AND CARDS**

All membership certificates and cards shall be in such form as shall be prescribed by the Board of Directors from time to time, except that:

(a) Each certificate shall always contain the following provisions:

“This certificate is transferable only upon the terms and conditions and subject to the restrictions provided in the bylaws as from time to time amended” and

(b) Each card shall always contain the following provisions, to wit:

“This membership card is not transferable unless expressly authorized by the bylaws of the corporation as from time to time amended.”

All membership certificates shall be signed by the President and Secretary of the Corporation and the seal of the Corporation shall be a fixed thereto. All membership cards shall be signed either by the President or Secretary and the corporate seal affixed.

**ARTICLE V**  
**CORPORATE REGULATIONS**

SECTION 1. BUDGET. In November of each year, the Board of Directors shall adopt a budget covering the fiscal operation of the Corporation for the ensuing calendar year. If in the judgment of the Board, the annual dues based on the foregoing schedule, shall be sufficient to meet the estimated costs of the maintenance, operation, and repairs to Corporation property as proposed and provided for in the budget, then and in that event, the secretary of the Corporation shall mail a copy of the budget to each Member and notify all Members to pay such annual dues or any lesser sum as the Board shall determine.

SECTION 2. DUES INCREASE. In the event that the annual dues based on the foregoing schedule are not sufficient to cover the expenditures contained in the budget of the Board of Directors, a special meeting of the Members entitled to vote shall be called by the President and if a quorum is present, the annual dues for the ensuing year may be increased by the vote of a majority of such members present. If the dues increase is approved by the Members entitled to vote, the Secretary of the Corporation shall immediately send notices to all members notifying them of the amount of dues which shall be payable in the ensuing calendar year. If the dues increase is not approved by said Members, the Secretary of the corporation shall send notice to all Members notifying them to pay the amount of dues set forth in the foregoing schedule.

SECTION 3. SPECIAL ASSESSMENTS. For the purpose of meeting deficits and unanticipated expenditures of any kind, the board may, at any time, propose special assessment against Members in such amounts as the Board may deem necessary. The president shall then call a meeting of the Members entitled to vote, and if a quorum is present, the special assessment proposed by the Board, or such special assessments as the Members entitled to vote may determine, shall be assessed the Membership upon the vote of sixty-seven percent (67%) of the Members of the quorum.

The Board of Directors shall determine the times and the manner in which a special assessment shall be paid by the Members.

SECTION 4. MEMBER EXPENSE. Until otherwise provided by the Board of Directors, the

Corporation shall not extend credit to any Member for any expenses incurred at the Club for food, beverage, guest fees, cart rental or use any of the corporate facilities. All such Member's expenses shall be paid, in case by personal check, or by a credit card acceptable to the Board of Directors.

SECTION 5. DELINQUENT ACCOUNTS. If any Member shall fail to pay annual dues, special assessments, or any other charges due the Corporation for a period of thirty (30) days after they become due, the Corporation Secretary shall:

1. Give written notice to the Member that indicating the delinquency and the amount thereof.
2. If any Member shall be delinquent in the payment of any such indebtedness for a period of SIXTY (60) days, or more, the Board of Directors may also charge a Late Fee of \$25 per month on any outstanding balance.
3. If any Member shall be delinquent in the payment of any such indebtedness for a period of NINETY (90) days, or more, the Board of Directors may also charge a Late Fee of \$25.00 per month on any outstanding balance and deny his right to charge any amount to the membership.
4. If any Member shall be delinquent in the payment of any such indebtedness for a period of ONE HUNDRED TWENTY (120) days, or more, the Board of Directors may sue the member or forfeit the membership, or both, upon notice given twenty (20) days before commencement of such action or forfeiture as prescribed in Article VI Expulsion, Section 1 of the JHCC Bylaws.

## **ARTICLE VI** **EXPULSION**

SECTION 1. Any Member may be expelled and his Membership forfeited if the Member shall violate any of these bylaws, or any of the Corporation rules or regulations, or exhibits conduct prejudicial to the welfare of the Corporation, or fail or refuse to pay his initiation fee, dues, assessments, or any other indebtedness due the Corporation within the time required by these bylaws. After first giving the Member twenty (20) days written notice of the nature of the charges and after such Member shall have had an opportunity to appear before the Board of Directors and explain or refute the same, the Board of Directors, by a majority vote of its members, may expel such Member and forfeit his membership in the Corporation.

## **ARTICLE VII** **MEMBER ABSENCE, DISABILITY OR DEATH**

SECTION 1. ABSENCE OR DISABILITY. During any continuous period of time exceeding six (6) months, when either a Charter Member or Regular Member cannot, for the reasons of absences from the area, or disability, utilizes the facilities of the Corporation, such Member may request the Board of Directors to authorize the substitution of a third party who shall be entitled to exercise all Corporation privileges of the Member, except the right to vote or transfer the membership so long as:

(a) the Member or the person to be substituted shall pay, during the duration of the substitution, all annual dues and assessments, if any which the Member would be obligated to pay had no request for the substitution been made; and

(b) so long as the substituted person shall comply with all the terms and conditions in these bylaws contained.

The Charter or Regular Member may terminate the rights of the substituted party at any time by notifying the Secretary of the Corporation that said Member desires to resume use of his membership; in which event the rights of the substituted party shall automatically terminate without further notice from the Corporation.

SECTION 2. DEATH. Upon the death of a charter or regular member, the surviving spouse or designated beneficiary shall have the option:

(a) To assume the membership of the deceased members, subject to terms and conditions of these bylaws. If the deceased's membership is not assumed within one hundred twenty days (120) days of the member's death, the membership voting right and use of the club shall automatically terminate without further notice; or,

(b) So long as all of the deceased member's dues and assessments are paid current, the surviving spouse or designated beneficiary may sell or request the club to sell the membership to any third party, approved for membership by the Board of Directors, for such sum and upon such terms as the surviving spouse or designated beneficiary shall determine together with a transfer fee payable to the club as provided by the bylaws.

So long as the membership remains for sale and all dues and assessments are paid current, the membership shall be considered to be in good standing and the surviving spouse or designated beneficiary shall have the right to represent the deceased member at any regular or special meeting of the Club.

In the event the deceased member's dues and assessments become delinquent and remain delinquent for one hundred twenty (120) consecutive days after the membership has been offered for sale, the membership of the deceased member shall automatically terminate without further notice.

SECTION 3. PERMANENT CHANGE OF RESIDENCE. By Board of Directors approval a Charter or Regular Member who shall establish a permanent residence more than

75 miles from Pocatello, Idaho, shall have the option:

(a) to request the club to sell the membership held by the Member to any third party for such sum and upon such terms as the Members shall determine for a period of ninety days. So long as the membership remains for sale with the club, such Member shall not be required to pay dues, not be considered in good standing and shall have no right to vote at any regular or special meeting of the Charter or Regular Members, but the membership shall not be taken by the club under the provision of Article VI, Section 1. After ninety days the member will be required to sell the membership back to the club at price determined by the Board or to resume paying dues.

(b) to request that a third party use membership and pay dues as outlined in Article VII, Section 1.

### **Article VIII** **Board of Directors**

- SECTION 1. MANAGEMENT OF THE CORPORATION. The management of this Corporation and its funds and property shall be vested in a Board of Directors consisting of five persons who shall be either Charter, Regular members, or associates. The Board of Directors shall have full power, and it shall be its duty, to carry out the purposes of the Corporation in accordance with its charter and its bylaws.
- SECTION 2. ELECTION OF THE BOARD. The directors named in the Articles of Incorporation shall serve until their successors are elected and have qualified. At the first meeting of the corporation there shall be elected by the charter members from among themselves, five Members to act as Directors; one to hold office for one year, two to hold office for two years, and two to hold office of three years, and at each annual meeting thereafter the number of directors to be elected shall equal the number retiring, and those chosen shall hold office for three years beginning at the next Board meeting immediately following the Annual Meeting.
- SECTION 3. NOMINATIONS. The directors shall, at least six weeks previous to each annual election, appoint a committee of three (3) Charter or Regular Members, to be known as the nominating committee, whose duty it shall be to nominate candidates for such offices as are to be filled for the ensuing year and to notify the secretary of their nominations at least three (3) weeks previous to the annual meeting; but any other three Charter or Regular Members of the club may nominate a different list or lists of candidates, and notify the secretary of their nomination at least seven (7) days prior to the annual meeting.

SECTION 4. MEETINGS AND QUORUM. The Board of Directors shall meet at least once a month and the Board may provide by resolution the time and place for holding the monthly meetings, without other notice. Special meetings may be called upon demand by any two (2) members of the board or by order of the President or the secretary. Notice of any Special Meeting of the Board may be, but shall not be required to be, given by mail at two (2) days previous thereto. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail so addressed, with postage thereon prepaid. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of and business because the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of, any regular or special meeting of Board need to be specified in the notice or waiver of notice of such meeting.

SECTION 5. QUORUM. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. The act of the majority of the Directors present at a meeting at which a quorum is present, shall be the act of the Board of Directors, except to elect or expel a Member, in which event, four (4) members shall constitute a quorum and it shall require the affirmative vote of three (3) or more Members to elect or expel a Member.

SECTION 6. RESIGNATION. Any Director of the Board may resign from his position and any office to which he has been elected by the Board of Directors by making a simple statement to that effect in a letter addressed to the Secretary. Such resignation shall take effect immediately upon receipt of said letter by the Secretary, who shall thereupon notify the remaining members of the Board.

SECTION 7. REMOVAL FROM OFFICE. The voting Members of the corporation in good standing may remove any Director by a majority vote of a quorum of such Members at a special meeting called for that purpose.

SECTION 8. FILLING OF VACANCIES. Any vacancy or vacancies occurring on the Board of Directors may be filled by the affirmative vote of the majority of the remaining Directors, so long as a quorum of the Board of Directors is present. A Director elected to fill a vacancy shall serve until the next annual meeting when a majority of a quorum of the membership in good standing shall elect a member to complete the unexpired term.

SECTION 9. GENERAL POWERS OF THE BOARD. The Board of Directors shall have the power to elect and expel Members, to make, alter, amend, and enforce rules regulating the use of all Corporation facilities, to appoint such committees as it deems advisable in addition to those hereafter set forth; to prescribe for its own

government; to decide all questions not governed or determined by the Articles of Incorporation or these bylaws and to do all acts necessary to carry out the purpose of the corporation and any rules set forth hereunder. In no event shall the Board of Directors borrow money or encumber the assets of the corporation without the approval of 67% of a quorum of the members in good standing entitled to vote.

## **Article IX** **OFFICERS**

**SECTION 1. ELECTION OF OFFICERS.** The officer of the corporation shall be a President and Vice-President, each of whom shall be members of the Board of Directors, and a Secretary and a Treasurer who shall either be a Member of the Board of Directors or a Charter or Regular Member of the Corporation. Provided, however, the offices of the Secretary and the Treasurer may be held by one person. The officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. The officers of the Corporation shall be elected by the Board at its first meeting and annually thereafter elected at the first regular meeting of the Board held in January following each annual meeting of the Members. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death, or until he shall resign or shall have been removed in the manner hereinafter provided.

**SECTION 2. REMOVAL FROM OFFICE.** The Board of Directors, by vote of a majority of its Members at any regular meeting, or at a special meeting called for that purpose, may remove any officer from office.

**SECTION 3. DUTIES OF PRESIDENT AND VICE-PRESIDENT.** The President, or in his absence, the Vice-President shall preside at all meetings of Members of the Corporation and the Board of Directors. In the event of their absence, a meeting of the Members of the Corporation, or Board of Directors, may elect its presiding officer. The President, with the Secretary, shall sign all written contracts and obligations of the Corporation. The Vice-President shall perform the duties of the President during his absence or inability to act, or in the event of his death.

The President, with approval of the Board of Directors shall hire a General Manager who shall manage and be in charge of the operations of the clubhouse and the clubhouse facilities, including the swimming pool. The General manager shall regulate the use of the clubhouse, the prices of products sold by the Corporation and shall have the control of, as well as the right to hire and fire employees employed by the corporation.

The General manager shall, subject to the approval of the Board of Directors, hire as employees or as independent contractors:



(a) a ground superintendent who shall have supervision and control of all grounds of the Corporation, including grounds immediately surrounding the clubhouse not used for play and shall attend to the improvement and care of the same and he shall perform such other duties as the general manager shall from time to time assign;

(b) a golf professional who shall perform such duties and provide such supervision of all golf activities for the corporation as the general manager shall from time to time assign;

(c) a tennis professional who shall perform such duties and provide such supervision of all tennis activities for the corporation as the general manager shall from time to time assign.

The President shall enforce all bylaws and regulations of the Corporation and shall, in general, perform all of the duties and exercise all powers incident to the office of President and as may be prescribed by the bylaws or by the Board of Directors from time to time.

SECTION 4. DUTIES OF THE SECRETARY. The secretary shall conduct all official correspondence of the corporation, subject to the general supervision of the President; shall keep or cause to be kept, a record of all meetings of the corporation, and Board of Directors in a book or books belonging to the Corporation and provided for the purpose; shall issue all notices to Members of the meetings of the Corporation; shall, with the President, sign all written contracts of the Corporation; shall have custody of the Corporate seal, the official corporate membership list, and all Corporation documents and correspondence and the Secretary shall perform such other duties as may be required of the Secretary by these bylaws or by the Board of Directors.

SECTION 5. DUTIES OF THE TREASURER. The Treasurer shall be custodian of all funds of the Corporation and shall keep an accurate account of the funds in books belonging to the Corporation.

The Treasurer shall collect the fees and dues of the Members and all other monies due and payable to the Corporation. Provided, however, that all such monies shall be divided into at least two separate accounts, namely:

(a) General Account. An account into which shall be deposited all fund, except those designated for capital repairs and improvements, and except those collected from Non-Equity Members and from which account only the Treasurer and the Chairman of the Finance Committee, jointly, and withdraw funds, upon terms and conditions hereinafter provided; and

(b) Capital Account. An account into which shall be deposited all funds designated for capital improvements and from which account only the Treasurer and Chairman of the Finance Committee, jointly, can withdraw funds, upon terms and conditions hereinafter provided; and

From the General Account, the Treasurer shall pay all Corporate indebtedness approved by the President and preserve vouchers for all payments. The account books and vouchers shall at all times be open to the inspection of any member of the Board of Directors.

The Treasurer shall at each regular monthly meeting of the Board of Directors prepare or make a statement of the financial condition of the Corporation, and at the annual meeting of the Corporation submit a detailed report of its assets and liabilities and of its financial transactions for the preceding fiscal year. At its discretion, the board of Directors may at any time require an audit of the Treasurer's accounts.

The Treasurer shall send to each Member of the corporation a monthly statement if there is an amount due from said Member to the Corporation. He shall also perform such other duties as may be required of him by these bylaws or by the Board of Directors.

SECTION 6. ADDITIONAL AGENTS. In addition to the officers herein provided for, the board of Directors may appoint and fix the duties and salaries or compensation of any general manager, attorney, public accountant and such other agents and employees as the Board may deem necessary to carry on the business of the Corporation, provided that such appointees shall not be Directors or officers of the Corporation.

## **ARTICLE X** **COMMITTEES**

SECTION 1. STANDING COMMITTEES. The Standing Committees of the Corporation shall be:

Membership Committee  
Finance Committee  
Clubhouse Committee  
Golf Committee  
Tennis Committee  
Swimming Pool Committee

and such other committees as the Board of Directors may desire to appoint. The Acts of every committee shall be subject to the approval of the Board of Directors;

to whom the committees shall report.

SECTION 2. MEMBERSHIP COMMITTEE. The Membership Committee shall investigate and report on all application of membership and is charged the duty of securing desirable new members for the Corporation.

SECTION 3. FINANCE COMMITTEE. The Finance committee shall consist of three (3) Charter or Regular Members, none of whom shall be Directors of the Corporation. At the first meeting of the Board of Directors, the Board of Directors shall appoint one (1) Member to serve two (2) years, one (1) Member to serve three (3) years and one (1) Member to serve four (4) years; thereafter, the Directors shall appoint the same number of Committee Members that equal those whose terms have expired, except that all succeeding terms shall be four (4) years. No person can serve more than two (2) consecutive four (4) year terms. The Members of the committee shall meet at least quarterly and at its first meeting in each calendar year, a chairman shall be elected from among its members.

The Members of the Finance Committee shall have the responsibility to invest and manage all funds deposited in the capital account of the Corporation as heretofore provided in Article IX, Section 5(b).

The Committee shall also have the primary responsibility for recommending, from time to time, what capital expenditures shall be made from the funds in the capital account. To assist the Finance Committee in this purpose, the Golf Committee, Tennis Committee, Clubhouse Committee, and Swimming Pool Committee shall report directly to the Finance Committee concerning any repairs or improvements such Committees desire to be made from the capital funds account.

It shall be the duty of the Finance Committee to present to the Board of Directors from time to time, a report outlining the priority of the repairs and/or improvements to Corporation facilities, which the Committee has, by majority vote, determined should be paid for from fund in the capital accounts.

A majority of the Board of Directors can approve and authorize the expenditure of sums up to \$10,000 from the capital account upon recommendation of the Finance Committee.

Any expenditure in excess of \$10,000 which has been recommended by the Finance Committee and approved by a majority of the Board of Directors, must also be approved by a majority of the Members, entitled to vote, at a meeting at which a quorum of such Members is present.

SECTION 4. CLUBHOUSE COMMITTEE. A Clubhouse Committee, consisting of three (3) Charter, Regular or Non-Equity Members, one of which shall be a director of the Corporation, shall be appointed by the Board of Directors at their first meeting,

with staggered terms of one (1), two (2), and three (3) years for the first three (3) Members, and thereafter the Directors shall appoint one (1) Committee Member each year to fill the term of the Member whose term has expired, except that all succeeding terms shall be for three (3) years.

The Clubhouse Committee shall, at its first meeting, elect a chairman from its Members.

The Clubhouse Committee shall:

(a) recommend to the President rules governing the use of the Clubhouse facilities;

(b) be responsible for the arrangement of all Club parties and entertainment approved by the President;

be responsible to determine what, if any, repairs and/or improvements are required of the Clubhouse, including the parking lot; and assign priorities to the items and report such information to the Finance Committee when requested.

The Chairman of the Clubhouse Committee may appoint such sub-committees to assist the Committee as the chairman shall determine.

SECTION 5. GOLF COMMITTEE. A Golf Committee, consisting of three (3) Charter, Regular or Non-Equity Members, one of which shall be a director of the Corporation, shall be appointed by the Board of Directors at their first meeting, with staggered terms of one (1), two (2), and three (3) years for the first three (3) Members, and thereafter the Directors shall appoint one (1) Committee Member each year to fill the term of the Member whose term has expired, except that all succeeding terms shall be for three (3) years.

The Golf Committee shall, at its first meeting, elect a chairman for its Members.

The Golf Committee shall:

(a) recommend to the President rules governing play, playing conditions of the golf course, and use of golf carts on the course.

(b) be responsible to determine what, if any, repairs and/or improvements are required of the golf facilities, assign priorities to such items and report such information to the Finance Committee when requested.

The Chairman of the Golf Committee may appoint such sub-committees to assist the Committee as the chairman shall determine and the Men's Golf Association and the Ladies Golf Association may be utilized to assist the Committee in carrying out its responsibilities.

SECTION 6. TENNIS COMMITTEE. A Tennis Committee, consisting of three (3) Charter, Regular or Non-Equity members, one of which shall be a director, shall be appointed by the Board of Directors at their first meeting, with staggering terms of one (1), two (2), and three (3) years for the first three (3) Members, and thereafter the Directors shall appoint one (1) Committee Member each year to fill the term of the Member whose term has expired, except that all succeeding terms shall be for three (3) years.

The Tennis Committee shall, at its first meeting, elect a chairman from its Members.

The Tennis Committee shall:

(a) recommend to the President rules governing play, playing conditions of the tennis courts;

(b) be responsible to arrange and conduct all tennis tournaments at the Club, approved by the Board of Directors.

(c) be responsible to determine what, if any, repairs and/or improvements are required of the tennis facilities, assign priorities to such items and report such information to the Finance Committee when requested.

The Chairman of the Tennis Committee may appoint such sub-committees to assist the Committee as the chairman shall determine.

SECTION 7. SWIMMING POOL COMMITTEE. A Swimming Pool Committee, consisting of three (3) Charter, Regular or Non-Equity Members, one of which shall be a director of the Corporation.

The Swimming Pool Committee shall, at its first meeting, elect a chairman from its Members.

The Swimming Pool Committee shall:

(a) recommend to the President rules governing use of the pool facilities and conduct of persons using the facility.

(b) be responsible to determine what, if any, repairs and/or improvements are required of the pool facilities, assign priorities to such items and report such information to the Finance Committee as the chairman shall determine.

SECTION 8. REMOVAL OF COMMITTEE MEMBERS. The Committee Members of all committees, except the Finance Committee, shall serve at the pleasure of the Board

of Directors and may be replaced at any time and from time to time. No Member or Member of the Finance committee shall be removed prior to the expiration of his or their terms except by a vote of the majority of the Members entitled to vote at a meeting where a quorum of such Members is present.

## **ARTICLE XI** **GUESTS**

- SECTION 1. RESIDENT GUESTS. Any person residing within 100 miles of Pocatello, Idaho, shall be a resident Guest. Only one Resident Guest for tennis or golf may be invited by a Member on Sunday morning, or at any time on Saturday, or any holiday. At other times, each Member may invite a maximum of three (3) resident guests. No Guest may be invited more than six (6) days during one calendar year.
- SECTION 2. NON-RESIDENT GUESTS. Upon application of a Member, a Non-resident Guest may be authorized by the President or Secretary to enjoy the privileges of the Club for a period not exceeding two (2) weeks per calendar year.
- SECTION 3. GUEST FEES. Guest fees to be paid for Resident or Non-resident guests shall be fixed by the Board of Directors from time to time.
- SECTION 4. INDEBTEDNESS INCURRED BY GUEST. Each Member inviting a guest, whether a Resident or Non-Resident Guest, shall be responsible for the payment of any indebtedness incurred by such Guest to the Club Professionals, and to the Corporation arising out of golf, tennis, or pool fees, dining room, bar or other charges.
- SECTION 5. USE OF FACILITIES BY ORGANIZATIONS. The privileges of the clubhouse or the other Corporation facilities shall not be extended to any organization nor to the members thereof without permission of the Board of Directors first especially given.
- SECTION 6. RECIPROCITY. Notwithstanding the limitations set forth in this Article XI, the Board of Directors may by Resolution extend the privilege of using the Corporation facilities to members of any other private golf or other club on the same basis that Members of Juniper Hill Country Club, Inc. are extended to the privilege of using the facilities of such other club pursuant to any reciprocal arrangement of agreement made by the Board of Directors with such other club.
- SECTION 7. RESTRICTED USE BY PUBLIC. The Board of Directors, in order to obtain better utilization of the Corporation facilities may, from time to time, authorize the use by the general public of some or all of the facilities. Such use as to the golf or tennis facilities would be limited to Mondays, through noon Friday, and only as

such times as will not interfere with Members' use or with the use of facilities by the Mens' or Womens' Golf or Tennis Associations.

**ARTICLE XII**  
**CORPORATE SEAL**

The Corporate Seal shall be circular in form, and shall have inscribed thereon, in the outer circle, the name of the Corporation and in the inner circle the words "Corporate Seal".

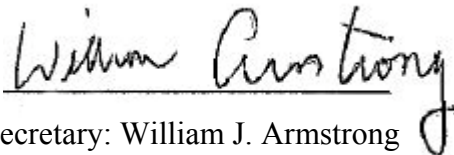
**ARTICLE XIII**  
**BYLAWS REPEAL OR AMENDMENT**

These Bylaws may be repealed or amended, or new Bylaws adopted at the annual meeting, or at any special meeting of the Members called for that purpose, by the affirmative vote of sixty-seven percent (67%) of the Members present at such meeting.

Know all men by these presents, that I, the undersigned duly elected and acting Secretary of Juniper Hills Country Club, Inc., an Idaho Non-Profit Corporation, do hereby certify that the within and foregoing Bylaws were adopted by the Members entitled to vote on the 15th day of April 1987 and that the same do now constitute the Bylaws of said Corporation. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation this 6th day of November 1987.



JUNIPER HILLS COUNTRY CLUB, INC.

  
Secretary: William J. Armstrong

revised edition as of 03/20/2019

**CLUB RULES  
AND  
REGULATIONS**



## **GOLF RULES AND POLICIES**

- Members and guests must sign in at pro shop before starting play.

- No starting off #10 tee without golf shop permission.

- Proper dress required on premises.

The dress code of JHCC is meant to add to everyone's enjoyment of the club. Members should wear clothing governed by good taste and should ensure that their guests dress appropriately based on the following:

No halter tops, tank tops, or mid-riff tops. Men must have collared shirts. Shorts should be no shorter than mid-thigh. Soft spike golf shoes or flat-soled tennis shoes are the only footwear allowed. Children are subject to the same dress code.

- Guest may play no more than six times a year. Non-member guest may not play more than six times a year regardless if they are invited by different members.

- No outside food or beverage allowed. All food and beverage must be purchased from the JHCC Clubhouse. No exceptions.

- No public golf carts allowed on golf course.

- No bicycles, skateboards or roller blades allowed.

- All range and lake balls are the property of the golf shop. Please retrieve your ball only.

- Please observe proper etiquette at all times. If you don't know please ask.

- Please allow faster players to play through if there is an open hole ahead.

- Foursomes should complete play in no longer than 4 hours.

- Please do not litter. Use receptacles provided.

## **GOLF RULES AND POLICIES (CON'T)**

- Repair ball marks, replace divots and rake bunkers.
- Metal spikes not allowed.
- Please stay within designated hitting areas on driving range. Caution must be taken to keep balls from entering adjoining fairways.
- Groups with less than four players may be paired with other golfers based on amount of play and at the pro shop's discretion.
- A valid driver's license is required to operate any golf cart on club property.
- Fivesomes may be allowed but will be required to have 3 carts.
- Member carts may not be used by non-members or members without trail fees. Carts must be rented from the pro shop.

### **JUNIORS (UNDER 14)**

- Must attend basic golf course safety and etiquette class and have proshop approval before being allowed to play.
- Juniors under ten years old must be accompanied by an adult.
- Recommended Tee times are weekdays 8 am to 10 am (except Tuesdays) and 2 pm to 4 pm any day.

### **GOLF COURSE SCHEDULE**

Monday Open Play  
Tuesday Ladies Day until Noon  
Wednesday Open Play/Ladies Twilight  
Thursday Men's Day / Men's Twilight  
Friday Open Play / Couples Twilight  
Saturday Open Play  
Sunday Open Play  
**Please call for tee time and availability**

## **Golf ball damage policy**

JHCC adheres to the Assumption of Risk Doctrine of the adjacent homeowners to club property. JHCC will not be responsible or assume any liability for personal or property damage to property owners adjacent to the country club golf course that results from misdirected or errant golf shots by golfers using country club golf course.

## **Golf Cart rules**

1. Golf carts off paths, need to stay at least 30 feet from tees and greens at all times. No golf carts are allowed on mounds at any time.
2. Golf carts should not be driven through soft spots, ground under repair, or newly seeded areas
3. On par 3 holes, carts are required to remain on golf cart paths.
4. Reckless or negligent driving of golf carts is not allowed. Anyone found driving in such a manner or violating the golf cart rules will be subject to disciplinary action by the Board of Directors.
5. All golf cart operators must have a valid driver's license and at be least 16 years of age.
6. Operation of a golf cart is at the risk of the operator. Cost of repair to a golf cart, which is damaged by a member, shall be charged to the member or, in the case of damage by a guest, to the sponsoring member. Members using a golf cart shall be held fully responsible for any and all damages, including damages to the golf cart, that are caused by the misuse of the golf cart by the members or their guests, and the member shall reimburse Juniper Hills Country Club for any and all damages  
Juniper Hills Country club may sustain by reason of misuse.
7. Obey all traffic signs. Use caution at all crossings and in parking lots.
8. Private carts cannot be used by members that are not paying trail fees. One cart may be shared by different members but all users must pay separate trail fees.
9. The member using a golf cart accepts and assumes all responsibility for liability connected with operation of the golf cart. The member also expressly indemnifies and agrees to hold harmless' Juniper Hills Country Club and its

officers, directors and employees from any and all damages, whether direct or consequential, arising from or related to the member's use and operation of the golf cart. Trail Passes are available for a limited time. If you want to use a personal cart on the course you must sign up for a trail pass. Cart storage space and trail fees are not transferable.

10. Juniper Hills Country Club Inc. assumes no responsibility or liability for member owned carts stored on club property. It is the members' responsibility to insure carts through their own homeowner's policy. The Club does provide insurance for cart storage buildings but does not provide for the contents of these buildings. The Club provides a rental space only and under no circumstance may be held liable for the condition of member's personal carts.

ETIQUETTE  
COURTESY ON THE COURSE

**SAFETY**

Prior to playing a stroke or making a practice swing, the player should ensure that no one is standing close by or in a position to be hit by the club, the ball or any stones, pebbles, twigs or the like which may be moved by the stroke or swing.

**CONSIDERATION OF PLAYERS**

The player who has the honor should be allowed to play before his opponent or fellow-competitor tees his ball.

No one should move, talk or stand close to or directly behind the ball or the hole when a player is addressing the ball or making a stroke.

No player should play until the players in front are out of range.

**PACE OF PLAY**

In the interest of all, players should play without delay.

Players searching for a ball should signal the players behind them to pass as soon as it becomes apparent that the ball will not easily be found. They should not search for five minutes before doing so. They should not continue play until the players following them have passed and are out of range.

When the play of a hole has been completed, players should immediately leave the putting green.

If a match fails to keep its place on the course and loses more than one clear hole on the players in front, it should invite the match following to pass.

**CARE OF THE COURSE**

**HOLES IN BUNKERS**

Before leaving a bunker, a player should carefully fill up and smooth over all holes and footprints made by him.

**REPLACE DIVOTS**

**REPAIR BALL-MARKS AND DAMAGE BY SPIKES**

Through the green, a player should ensure that any turf cut or displaced by him is replaced at once and pressed down and that any damage to the putting green made by a ball is carefully repaired. On completion of the hole by all players in the group, damage to the putting green caused by golf shoe spikes should be repaired.

### **DAMAGE TO GREEN — FLAGSTICKS, BAGS, ETC.**

Players should ensure that, when putting down bags or the flagstick, no damage is done to the putting green and that neither they nor their caddies damage the hole by standing too close to it, in handling the flagstick or in removing the ball from the hole. The flagstick should be properly replaced in the hole before the players leave the putting green. Players should not damage the putting green by leaning their putters, particularly when removing the ball from the hole.

### **GOLF CARTS**

Local notices regulating the movement of golf carts should be strictly observed.

### **DAMAGE THROUGH PRACTICE SWINGS**

In taking practice swings, players should avoid causing damage to the course, particularly the tees, by removing divots.

## TENNIS FACILITY RULES

1. No smoking is allowed in the tennis facility.
2. Guest Fees: : If you bring a guest, you are required to pay a court fee for each guest (\$10), which will be charged to the member account at the time of reservation.
3. No black soled shoes allowed on the tennis courts.
4. If the court you have reserved is still occupied by the previous group, their time is up, and your group is ready; you may take the court by walking behind the curtain to your court, wait until the players have finished their point, and then step out onto the court.
5. Wait until an appropriate time to retrieve or return a ball from another court.
6. If you have children learning to play tennis, please teach them the proper tennis etiquette.
7. Guest policy: You may bring a guest no more than six times a year. Non-member guests may not play more than six times a year regardless if they are invited by different members.
8. No smoking is allowed in the tennis facility.
9. One court should always be available for non-league play during mixed league season.
10. Summer league matches played at the club due to inclement weather can only be scheduled after 12 pm by a member, guest fees apply.

## **COURT RESERVATIONS**

1. You may call the office no earlier than 8:30 AM to reserve a court for that day. During the same hours, you may also reserve a court for the following day (if you are going to play before noon).
2. Any member making a reservation will be asked to give the names of all players. Any guest fees will be charged to the member account at the time of reservation.
3. A person or group may reserve only one 1 1/2-hour time period during the peak use hours or 5 PM to 9 PM.
4. During the peak use hours of 5 till 9 PM an individual may not play for more than 1-1/2 hours. This includes combined singles or doubles play. However, if there are open courts available you may play longer.
5. To reserve a court for Saturday or Sunday, you may make reservations by calling the office no earlier than 8:30 AM Friday.
6. If you call to reserve a court and then cannot play, call the office or the tennis facility to cancel so that someone else may play.
7. If play has not commenced on a court reserved by an individual or group within 15 minutes of the time reserved then that court is subject to forfeit and may be used by another group.
8. A person calling to make court reservations for peak use hours can only reserve one court time for his or her group. For example, one person calling and reserving a court time for themselves, wife, and children. This will give an equal opportunity to those players calling in at 8:30 AM for evening court times.



## **SWIMMING POOL RULES**

Our open swimming hours for the summer will be Monday -Sunday 12:00 -9:00

Guest swim Fees -\$4.00 Children under 2 are Free

### **MEMBERS AND GUESTS MUST SIGN IN**

1. Everyone must shower before entering the pool
2. Children under 13 must be accompanied in the pool area by an adult (at least 18 years old)
3. No running
4. No horseplay will be tolerated. First incident will result in loss of pool privileges for the day, second incident will result in loss of privileges for a week, the third incident will result in loss of privileges for the remainder of the summer. The pool attendants will fully enforce this policy.
5. No diving.
6. No food allowed in the pool area
7. No glass containers are permitted in the pool area. Plastic or aluminum drink containers are permitted
8. Do not swim alone
9. No floating devices are permitted in the pool
10. No balls of any kind are allowed
11. No spitting 12. No smoking
13. Appropriate swimwear required. No cutoffs.
14. No swim attire in the clubhouse

## **PROHIBITION AGAINST VIOLENCE, THREATS, AND HARASSMENT**

JHCC will not tolerate any violence against (or any threats of violence against) any person, or the harassment for any reason of any employee by any other employee or supervisor, club member, or any other person. In addition, acts or threats of violence, and harassment for any discriminatory reason such as race, sex, national origin, disability, or religion, are violations of various state and/or federal laws, which can subject the offending individual to personal liability for any such unlawful conduct. Accordingly, no acts or threats of violence, and no harassing remarks, slurs or jokes, will be tolerated.

With respect to JHCC's prohibition against sexual harassment in particular, the following guidelines must be kept in mind by each employee. Sexual harassment is considered to exist whenever there are unwelcome sexual advances, requests for sexual favors, or any other visual, or physical conduct of a sexual nature when:

1. Submission to the conduct is made either implicitly or explicitly a condition of the individual's employment.
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee; or
3. The conduct has the purpose or effect of unreasonably interfering with the employee's work performance or creating an environment which is intimidating, hostile, or offensive to the employee.

Example of sexual harassment can include the following:

Verbal        Demanding sexual favors in exchange for favorable reviews, assignments, promotions, continued employment or promises of the same; sexual innuendo; suggestive comments; insults; threats; jokes about gender-specific traits; sexual propositions;

Nonverbal    Making suggestive or insulting noises; leering; whistling; making obscene gestures; posting obscene pictures;

Physical Touching; pinching; brushing the body; coercing sexual intercourse; assault.

Any employee who believes that he or she is being or has been subjected to such objectionable conduct, or who becomes aware of any such objectionable conduct involving another employee, supervisor, club member, or any other person, immediately should report the matter to the club manager and/or the Board of Directors so that a prompt investigation can be undertaken, followed by any appropriate disciplinary, corrective and/or preventative action.

Any JHCC member, supervisor, club manager, employee, or other person who engages in such objectionable conduct is subject to immediate disciplinary action, up to and including termination or loss of membership.

Retaliation against an employee who makes a complaint or brings such objectionable conduct to attention of JHCC, or who assists or participates in a sexual harassment investigation by JHCC is prohibited.