

# LAKE MERWIN CAMPERS HIDEAWAY



## BYLAWS

AS AMENDED SEPTEMBER 25<sup>TH</sup>, 2010

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# **ARTICLE I - ORGANIZATION**

## **Section 1 – NAME**

The name of the Corporation is Lake Merwin Campers Hideaway. "Hideaway" a non-profit corporation organized and existing under the laws of the State of Washington.

## **Section 2 – PURPOSE**

The purpose for which the Hideaway is organized is for the camping enjoyment of its members and other related activities consistent with the laws of the State of Washington or the United States of America.

## **Section 3 – CAPITAL STOCK**

This Corporation shall have no capital stock, and no shares shall be issued therefore.

## **Section 4 – LOCATION**

The principal office of the Hideaway is located on its property, which is approximately four miles north of Amboy, Washington, at 24706 NE Columbia Tie Road, Amboy, Washington. Mailing address is P.O. Box 10, Amboy, Washington 98601.

## **Section 5 – FACILITIES**

- a. Property of Lake Merwin Campers Hideaway. The Hideaway owns, leases, or otherwise has acquired the right to use all of the real property comprising the campground, including all of the land associated with any campsite. All property operated by the Hideaway is for the general use and enjoyment of Hideaway members pursuant to these Bylaws.
- b. Campsites are those areas designated by the Board of Directors for use of Hideaway members in accordance with these Bylaws and the rules and regulations that have been adopted by the Board of Directors.
- c. Campsite boundaries shall be established at the discretion of the Board of Directors to facilitate the management and operation of the campground.
- d. Common areas are those areas of the campground and associated facilities that have been designated by the Board of Directors for the common use of Hideaway members.

## ARTICLE II - MEMBERSHIP

### Section 1 – MEMBERSHIP

- a. Membership: A membership shall constitute a license granting the holder the right to the exclusive use of a designated campsite. A membership also includes the exclusive right to construct, use, modify, or to remove all campsite improvements, provided only that such construction, use, modification, or removal is done in accordance with these Bylaws and any rule or regulation adopted by the Board of Directors and all applicable governmental laws and regulations.
- b. Trees and Bushes: Regardless of who planted them, all trees and bushes shall be the property of the Hideaway; however, a member shall be responsible for the care and maintenance of any tree or bush that is located on that member's campsite.
- c. Limited Rights: Except as provided for by law, members acquire no fee simple ownership, leasehold interest, or easement in the campground, including the lands that comprise any campsite, and any other lands or properties owned, operated, or used by the Hideaway.
- d. Taxes: Members shall be personally responsible for any and all taxes, including any and all personal property taxes that may be imposed or assessed against any campsite improvement associated with a member's campsite.
- e. Repair and Maintenance: Members shall be responsible for any and all repairs and maintenance necessary to keep their campsite in a safe and habitable condition. Members shall also be responsible for the appropriate appearance of their site. Members shall be responsible for the cost of such repair and maintenance.
- f. Membership Interests Held as Security: Any person, firm, corporation, or other entity that holds an interest in a membership merely as security for the performance of an obligation shall not be a member.
- g. Membership Certificate: A certificate of membership in the Hideaway conveys no fee simple title to the campsite, but provides the proprietary owner of the membership with an undivided interest in the corporate assets and liabilities. A gold certificate is issued to a membership that has been paid in full. A green certificate is issued to a membership that has been purchased on a contract. The green certificate will be exchanged for a gold certificate when the contract is paid in full and gold certificate holder notifies the Hideaway.

### Section 2 – REQUIREMENT FOR MEMBERSHIP

- a. Eligibility: All individual applicants for membership must be at least eighteen (18) years of age. Memberships may be owned individually, jointly, by a corporation, by a partnership or other legal entity.
- b. Joint ownership: If one membership is jointly owned, not as a partnership, by more than one individual, one of them must be designated as the proprietary member who shall have the right to cast one vote for the membership, receive all notices and serve as an officer and/or Director. The right to enjoy the privileges and facilities of the Hideaway shall be shared equally. Each of the

joint owners will be jointly and severally responsible for dues, assessments and charges along with responsibility for actions of all other joint owners, their families and guests.

- c. Corporate and partnership ownership: If one membership is owned by a corporation or partnership, one person must be designated as a proprietary member who shall have the right to cast one vote for the membership, serve as an officer and/or Director, and shall have the right to enjoy the privileges and facilities of the Hideaway. The corporation and members of the partnership, jointly and severally, will remain responsible for dues, assessments and charges along with responsibility for the actions of the designated proprietary member, her/his family and guests.
- d. Multiple ownership: Any person, firm, corporation or entity acquiring more than one membership entitling the member to the assignment and use of more than one campsite shall be entitled to one vote for each membership owned, so long as that membership is current in regards to its dues, assessments and charges. No person, firm, corporation or entity is entitled to own or have an ownership interest in more than three memberships.
- e. Application fees: All fees, dues and assessments provided for in the application for proprietary membership shall accompany the application. All fees will be refunded if the application is disapproved by the Board of Directors.

### Section 3 – **PROPRIETARY MEMBERSHIP**

- a. Proprietary member in good standing shall be considered as one whose billed account is not over ninety (90) days from statement date on dues, assessments and/or charges.
- b. Voting privileges: A proprietary member in good standing shall be entitled to one vote for each membership owned.

### Section 4 – **GRIEVANCES, DISTPUTES AND CLAIMS**

- a. Site Boundary Disputes: Any disputes between members as to location of boundary lines shall be settled by the Building and Grounds Committee. Any decision of the Building and Grounds Committee may be appealed to the Board of Directors. The decision of the Board of Directors shall be final and binding on both members.
- b. In furtherance of the purpose of the organization of the Hideaway (see Article I, Section 2 of the Bylaws), all members of the Hideaway, on becoming members of the Hideaway, in any capacity, shall sign and agree to a fidelity pledge in the form and content prepared by the Board of Directors; providing that each member recognizes ownership and use of the Hideaway facilities, and the campsite assigned, is a privilege of membership in the entire Hideaway. They also recognize and assume responsibility for the actions of their guests.
- c. In the event of any grievance, dispute or claim against another member of the Hideaway the pledge to be signed upon becoming, or continuing, his or her membership shall include the agreement that any such grievance, dispute or claim shall first be submitted in writing to the Grievance Committee for hearing and determination.
- d. The pledge shall further provide an appeal may be had, on the record, from the decision of the

Grievance Committee to the Board of Directors.

- e. Any appeal from the decision of the Board of Directors shall be submitted to arbitration under the Uniform Arbitration rules of the State of Washington before any grievance, dispute or claim may become the subject of litigation in the courts.
- f. Acceptance of membership dues and membership documents in the Hideaway shall be deemed acceptance of this pledge provision by all members.

#### Section 5 – CAMPSITE USAGE

- a. Recreational Use Only. Campsites are to be used only for short term recreational purposes. In the event usage reaches 30 consecutive nights, the member must terminate any further use and leave the Hideaway for a minimum of three consecutive nights (that is, 72 continuous hours) before that member may again use any campsite.

Day-use of the facilities of the Hideaway is available on an unlimited basis to all proprietary members. Subject to the prohibition against residential use (see subparagraph (b) below), annual cumulative overnight usage is limited to two hundred thirty four (234) stays and applies to a member and that member's guests. This limitation is cumulative and applies to the total usage of campsites during any calendar year (calendar year is defined as January 1- December 31).

- b. Residential Use Prohibited: Campsites cannot be used for residential purposes. Residential use is determined on an individual basis. Intent of use as a domicile not length of use will be considered. Use of campsites within the limitations of recreational use does not mean the use is not residential. Use of campsites as a domicile by a member or a member's guest may subject the membership to suspension or termination as determined by the Board of Directors.
- c. Guests: The Hideaway is primarily for recreational use by members and their family members. Members may bring guests to the Hideaway subject to regulation by the Board of Directors.

#### Section 6 – RESPONSIBILITIES AND LIABILITIES

- a. Definition of Guest and Host Responsibilities: Any person other than the member or her/his family members is a guest. The member is responsible to see that her/his guests comply with rules and regulations of the Hideaway.
- b. Damage or destruction: Damage or destruction of any kind done by a member, member's family or guest, whether to the "Hideaway" or the personal property of another member, is the sole financial responsibility of the member. Such damage or destruction to the Hideaway or property of another may subject the membership to suspension or termination as determined by the Board of Directors.
- c. Felony charge, conviction and/or probationary status: Members, their family or guests who are convicted of any felony, as provided by Washington State Law, committed within the confines of the Hideaway property, or against the Hideaway, may subject the membership to suspension or termination as determined by the Board of Directors.

Members who allow use of the Hideaway by family or guests who are currently indicted or otherwise charged with or who are on probation or parole for any felony involving sexual offenses, child pornography, or drug offenses, under the laws of the United States, or any State, regardless of where the felony occurred, may subject the membership to suspension, termination or limitation of use as determined by the Board of Directors. Any suspension, termination or limitation of use in the case of an indictment/charge would be pending resolution of the indictment or charge.

Members, their families and guests who commit acts within the confines of the Hideaway property which result in the revocation of probation or parole imposed as the result of a felony conviction under the laws of the United States, or any State, may subject the membership to suspension, termination or limitation of use as determined by the Board of Directors.

- d. Any act committed within the Hideaway that seriously endanger property or person may subject the membership to suspension, termination or limitation of use as determined by the Board of Directors.
- e. Legal fees and other costs: In the event legal action is required to enforce the rights of the Hideaway against any member, family or guest of a member, the prevailing party shall be entitled to attorney's fee and costs from the losing party.

In the event that legal action between two or more members results in the Hideaway being named as a necessary party, then the losing member in the suit shall reimburse the Hideaway for its attorney's fees and costs.

#### Section 7 – **TRANSFER OR SALE OF MEMBERSHIP**

Transfer or sale of membership: A membership may be transferred, assigned or conveyed by inheritance, gift or sale, provided that the Hideaway shall not be required to recognize any such sale or transfer to another unless and until all dues, fees, and assessments then due and owing are paid in full, and the transferred membership then and otherwise strictly complies with the terms and conditions of the Hideaway's Bylaws and its Rules and Regulations. It shall be the responsibility of the involved member to present all required and applicable paperwork to the Hideaway Headquarters.

#### Section 8 – **DISSOLUTION OF CORPORATION**

Members' Rights upon Dissolution of the Corporation: In the event of a dissolution of the Hideaway, the rights and interests of a member of the Hideaway are controlled and set forth in the Revised Code of Washington (as amended) and the most current form of the Hideaway's Articles of Incorporation. The undivided interest will be derived by the total corporate assets, less the corporate liabilities, divided by the total number of member owned sites at the time of dissolution.

## **ARTICLE III - DUES AND OTHER CHARGES**

### **Section 1 – DUES**

The dues for each membership shall be such amount per annum plus all assessments imposed thereon, as determined by the budgetary process and approved by a majority of the members voting at a regular or special meeting called for that purpose. In no event shall the proprietary members fix the annual dues below the pro rata portion of the Hideaway's annual minimum financial requirements based on projected loan and contract repayment requirements, maintenance and operation expense, reserves for the taxes and insurance, long-term guarantees and reserves for anticipated delinquencies. It is the intent and purpose that the annual dues shall be sufficient to pay all aforesaid expenses. (See Article V, Section 3). Dues shall be due and payable annually on or before April 1 of each year.

### **Section 2 – LATE PAYMENT OF DUES, ASSESSMENTS AND/OR CHARGES - PROPRIETARY MEMBER**

- a. Interest: In the event dues and assessments and/or charges are not paid within thirty (30) days after their billing date, the amount(s) draw interest: from their billing dates at the rate of not less than one percent (1.0 %) per month, as determined by the Board of Directors, until paid.
- b. Suspension: In the event dues, assessments and/or charges are not paid within ninety (90) days after their billing date, the member shall be suspended, except in cases where special arrangements are made with the Camp Manager and ratified by the Board of Directors. Any suspended member shall no longer retain their right to enjoy the privileges of the Hideaway. The suspended members shall continue to be liable for the dues, assessments, charges and interest as provided. No suspended member or their family is entitled to entry into the Hideaway as a guest, except to check their personal property or conduct business with the Hideaway Office, said arrangements to be made in advance with the Camp Manager or her/his designee. Payment of arrears will restore the privileges of the membership.

### **Section 3 – FORFEITURE AND REINSTATEMENT**

- a. Forfeiture: In the event dues, assessments, charges and/or interest are not paid within one hundred eighty (180) days after their due date, the membership shall be forfeited and all further rights of the member in the membership and privileges of the Hideaway shall cease and terminate. In the event a membership is forfeited under this Article, the member shall be entitled to the estimated fair market value or sales price, whichever is less, from the sale of her/his membership after deducting amounts owed to the Hideaway. These deductions include delinquent dues, assessments, charges, interest, legal costs, forfeiture assessment charges, sales costs including commissions, payable to the Hideaway and balance due on purchase of memberships to known contract holders, if any. An estimated fair market value will be established by the Membership Sales Department and approved by the Camp Manager. The Board of Directors, by a positive vote of five (5) of its members, may determine that special circumstances exist with a membership in forfeiture and may modify the reinstatement provisions outlined in this subsection. Criteria for determining these special circumstances are set out in the Policies and Procedures Handbook.

In the event the forfeiture is on a site listed to a green certificate holder, the gold certificate holder

shall be notified ninety (90) days after the due date that the dues are past due. In the event that dues and penalties are not paid within one hundred eighty (180) days after their due date, the gold certificate holder shall be notified that they may reinstate the membership as outlined in (b.) below.

Forfeited members shall be entitled to remove all personal property from the Hideaway within sixty (60) days with prior arrangements with the Camp manager, or her/his designee or the Hideaway shall dispose of the personal property in any fashion deemed appropriate and shall notify the member in writing at their address as listed at the Hideaway.

- b. Reinstatement: A membership may be reinstated within sixty (60) days following the date of forfeiture of membership. Application for reinstatement received by the Hideaway within thirty (30) days following forfeiture of membership must be accompanied by payment of all dues, assessments, charges and/or interest due plus reinstatement fees equal to one-half (1/2) of one (1) year's annual dues. Application for reinstatement received by the Hideaway between thirty-one (31) days and sixty (60) days following forfeiture of membership must be accompanied by payment of all dues, assessments, charges and/or interest due plus reinstatement fees equal to one (1) year's annual dues.

## **ARTICLE IV - SUSPENSION OR TERMINATION**

### **Section 1 – RIGHT TO SUSPEND OR TERMINATE MEMBERSHIP**

The Board of Directors may suspend or terminate the membership of any member for violation of the Bylaws or the Rules and Regulations of the Hideaway by the member, family and/or guests as otherwise defined herein.

### **Section 2 – SUSPENSION**

In the event a membership is suspended, all rights of the member, family and/or guests to enjoy the privileges of the Hideaway and the membership shall immediately cease and may only be reinstated on such terms and conditions as may be recommended by the Camp Manager and/or Grievance Committee, subject to the approval of the Board of Directors.

No suspended member or their family is entitled to entry into the Hideaway as a guest, except to check their personal property or conduct business with the Hideaway office, said arrangements to be made in advance with the Camp Manager or her/his designee.

### **Section 3 – TERMINATION**

Only the Board of Directors by an affirmative vote of at least five members may terminate a membership. Prior to the vote an executive session shall be held where the issues of the violation of the Bylaws or the Rules and Regulations of the Hideaway are presented. The Board shall follow procedures to assure and protect due process for the member. The decision of the Board of Directors shall be final.

In the event the membership is terminated, the member shall be entitled to remove all personal property

within sixty (60) days or the Hideaway shall dispose of the personal property in any fashion deemed appropriate and shall notify the previous member in writing at their address as listed at the Hideaway. The membership shall be disposed of according to the provisions of this Article. No terminated member is entitled entry into the Hideaway except by prior arrangement made with the Camp Manager or his designee.

#### **Section 4 – PROCEDURE FOR DISPOSING OF MEMBERSHIP**

In the event a membership is terminated under this Article, the member terminated shall be entitled to receive estimated fair market value or sale price, whichever is less, from the sale of her/his membership after deducting amounts owed to the Hideaway. These deductions include delinquent dues, assessments, charges, interest, legal costs, sales costs including sales commissions and the balance due on purchase of memberships to known contract holder, is any. An estimated fair market value will be established by the Membership Sales Department and approved by the Camp Manager.

Provided, however, that before the provisions of this Section are applied, the terminated green or gold certificate holder shall be entitled to a sixty (60) day period in which to sell her/his membership with all of the above costs to be deducted prior to transfer. All personal property of the terminated member must be removed by the end of sixty (60) days from the date of termination or the Hideaway shall dispose of the personal property and shall notify the previous member in writing at their address as listed in the files of the Hideaway.

#### **Section 5 – LEGAL FEES AND OTHER COSTS**

In the event legal action is required to enforce any of the rights of the Hideaway, or for any other reason, the suspended or terminated member agrees to pay reasonable attorney's fees in addition to all other costs provided by law.

## **ARTICLE V - CORPORATE POWERS**

#### **Section 1 – MEMBERSHIP CHARGES**

The Board of Directors shall take appropriate steps to ensure the establishment and collection of charges for goods and services.

#### **Section 2 – DUES AND ASSESSMENTS**

The Hideaway Board of Directors shall take the appropriate steps to ensure the collection of dues and assessments subject only to the limitations set forth in the Sections of this Article, Corporate Powers.

### Section 3 – ANNUAL MEMBERSHIP DUES

Annual dues may not be increased by the Board of Directors without first having obtained the approval of a majority of the proprietary members voting at any regular or special meeting of the members called for said purpose; provided, however, that in no event shall the proprietary members fix the annual dues below the pro rata portion of the Hideaway's annual minimum financial requirements based on projected loan and contract repayment requirements, maintenance and operation expense, reserves for the taxes and insurance, long-term guarantees and reserves for anticipated delinquencies. It is the intent and purpose that the annual dues shall be sufficient to pay all the aforesaid expenses.

### Section 4 – DAMAGES AND CITATIONS

- a. Damages. The Hideaway shall have the power to assess a membership for damages caused by the member, member's family or member's guests. The damages are to be determined by the Board of Directors and treated as part of charges.
- b. Citations. The Hideaway shall have the authority to cite members for violations of the Bylaws and Rules and regulations by a member, member's family or member's guests and to assess penalties and/or fines for such violations. The Board of Directors shall establish a schedule of fines.

### Section 5 – OPERATION RESERVE

- a. The Board of Directors shall establish an Operation Reserve Fund for the purpose of meeting general operating expenses in the event budgeted operating expenses are exceeded. This fund shall be set in an amount sufficient to cover at least one (1) months general operating expenses as established by the adopted annual budget. The Operation Reserve Fund shall be funded by the membership dues and presented to the membership as part of the annual budget. The Operation Reserve Fund may also be funded by a special assessment approved by the members.
- b. The Board of Directors shall send a written report to the membership within sixty (60) days of any use of the Operation Reserve.
- c. The Board of Directors shall present an accounting of the Operation Reserve Fund to the membership at each annual membership meeting.

### Section 6 – CAPITAL RESERVE

- a. The Board of Directors shall establish a Capital Reserve Fund for purposes of replacement, upgrading or major maintenance of capital assets. The Board shall present to the membership at the Annual Meeting a projection of anticipated dates and costs of replacement, upgrading or major maintenance of existing capital equipment and capital improvements for the ensuing ten (10) year period. The Capital Reserve Fund shall be funded by the membership dues and presented to the membership as part of the annual budget. The Capital Reserve Fund may also be funded by a special assessment approved by the members.
- b. Replacement, upgrading or major maintenance of existing capital equipment and capital improvements must be specifically identified to the membership for approval.

- c. All Capital Reserve funds shall only be used when approved by a vote of the membership for purposes of replacing, upgrading or maintenance of capital assets.
- d. The Board of Directors shall present an accounting of the Capital Reserve Fund to the membership at each annual membership meeting.

#### Section 7 – **SPECIAL OR CAPITAL ASSESSMENTS**

- a. The Board of Directors does not have the power or authority to levy assessments for additional capital assets. Additional capital assets and capital assessments for them must be approved by a majority vote of the proprietary members voting at any meeting duly called for this purpose.
- b. The membership may adopt at a regular meeting or special meeting called for that purpose a special assessment for purposes of funding a specified project or capital asset.
- c. Each special or capital assessment shall be set up in a separate bookkeeping account. The funds shall only be used for which they were assessed. Any funds remaining after the purpose for which they were assessed has been paid shall be placed in the Capital Reserve Fund.
- d. The Board of Directors shall present to the membership at each annual meeting an accounting of each special or capital assessment.

#### Section 8 – **EMERGENCY ASSESSMENTS**

- a. The Board of Directors, by majority vote, may levy an emergency assessment to cover the immediate repair or replacement of Hideaway facilities and equipment necessary for the safety and security of the Hideaway that have been destroyed or damaged when there are no other budgeted funds available to cover the expense.
- b. The Board of Directors, by majority vote, may levy an emergency assessment to cover any unanticipated nondiscretionary expense resulting from a legal action not initiated by the Hideaway but one that the Hideaway is legally obligated to respond to or legally required to pay.
- c. The Board of Directors also retains authority to levy an emergency assessment if the loss of anticipated revenue creates an emergency in the ability of the Hideaway to meet the expenses intended to be covered by annual membership dues.
- d. Written notice of the emergency assessment shall be mailed to each proprietary member.
- e. Ten (10%) percent of the proprietary members in good standing as of the date an assessment notice, under subsection ( c ), is mailed may file a referendum for a membership vote on the emergency assessment at a special meeting. The referendum must be received by the Secretary of the Board of Directors within twenty-one (21) days of the mailing of the notice.

Notwithstanding Article XII Section 3, notice of the special meeting stating the objective of the meeting shall be given by the Secretary by mailing a notice of the meeting to each proprietary member within seven (7) calendar days of the filing of the referendum. The special meeting shall be set on a Saturday no less than ten (10) days and no more than twenty (20) days from the mailing of the notice of the special meeting. At the special meeting, no business shall be

transacted other than that mentioned in the notice. If a referendum is not filed, the emergency assessment becomes effective thirty (30) days after the written notice has been mailed to the membership.

- f. Each emergency assessment shall be set up as a separate bookkeeping account. The funds shall only be used for the purpose for which they were assessed. Any funds remaining after the purpose for which they were assessed has been paid shall be placed in the Capital Reserve Fund.
- g. The Board of Directors shall present an accounting of each emergency assessment to the membership at their next membership meeting.

## **ARTICLE VI - BOARD OF DIRECTORS**

### **Section 1 – NUMBER**

The Corporate powers, as defined herein, of the Hideaway shall be vested in a Board of Directors. The number of Directors must not be more than seven or less than five, as determined by majority vote of the proprietary members in good standing.

### **Section 2 – ELECTION AND TERM**

The Annual Meeting of the proprietary members called for the purpose of electing the Directors shall be held in September of each year. The term of Board Members elected shall be three (3) years or as set forth in Section 4 of this Article and shall be set so that approximately one-third (1/3) expire each year. No member of the Board of Directors is eligible to be elected in excess of two consecutive three (3) year terms.

### **Section 3 – MUST BE A PROPRIETARY MEMBER**

Each director must be a proprietary member in good standing and bondable. In the event a Director ceases to be a proprietary member in good standing, he/she shall cease to be a Director and her/his office shall thereupon become vacant.

### **Section 4 – VACANCY**

In the event of the death or resignation of a Director, or in the event a Director shall be suspended or terminated for violation of these Bylaws or the Rules and Regulations of the Hideaway, the Board of Directors may, by majority vote, fill the vacancy by appointment.

The appointment shall be effective until the next Annual Meeting, when the vacancy for the unexpired term will be filled under the provisions for election of Directors.

### **Section 5 – REMOVAL OF DIRECTOR**

Any Director may be removed from office by majority of the voting proprietary members. Ten (10%) percent of the proprietary members in good standing may file a petition for removal of a director with the

Secretary of the Board or the President if the members being petitioned is the Secretary. Any petition for the recall of a Director, brought by members, must meet the following criteria in order to be valid:

1. Any member signing a petition must be a proprietary member in good standing at the time they sign the petition.
2. Alleged charge must be printed upon the face of the petition.
3. The member's block and site number and the date on which the petition was signed must appear opposite each signature.
4. The petition must be displayed in plain sight on the bulletin boards at the Pool/spa building, Block 5 Kamp Kitchen and at the Hideaway office.
5. Petitions must be presented to the Board Secretary (or President if Secretary is being petitioned) for validation within sixty (60) days from the date of the petition's origination.

Notice of the proposed removal shall be sent to all proprietary members and the Director(s) proposed to be removed not less than twenty (20) days prior to the proposed meeting. Such notice shall state the reasons for the proposed removal. Each Director shall be voted on separately. Accompanying this notice, the petitioner(s) and the respondent(s) shall be offered the opportunity to provide a one-page statement. Any submission herewith requires a signed release from liability of the Hideaway. At no time shall a recall cause insufficient quorum of the Board of Directors. Unexcused absence from two (2) consecutive monthly meetings of the Board of Directors may be considered due cause.

An excused absence is defined as illness or death in the Board member's family, vacation or job-related responsibilities of the Director. The validity of any other questionable excuse will be submitted to and investigated by the Grievance Committee.

#### **Section 6 – SALARY AND COMPENSATION**

The position of Director is voluntary and not entitled to any compensation except for Board related out of pocket reimbursements and/or expenses, not to exceed the budgeted amount.

#### **Section 7 – CHECK WRITING**

All payables must be approved by the Board of Directors either by advance authorization or subsequent ratification. All purchases in excess of \$200 will require a requisition issued by the Hideaway office. Checks up to \$200 will be signed by the Camp Manager, checks from \$201 to \$500 will be signed by two (2) members of Management and checks over \$500 will be signed by a member of Management and one (1) Board Member, preferably the Treasurer. Any check may be signed by two (2) members of the Board of Directors.

#### **Section 8 – CERTIFICATE AND/OR NOTES**

Certificates and Financial certificates shall be kept in a bank safety deposit box and copies shall be kept at the Hideaway. All certificate and/or note transaction will be reflected in the minutes as approved by the Board of Directors and will require three (3) authorized signatures.

Section 9 – **BONDING**

The Board of Directors and the Camp Employees will be bonded or covered by fidelity insurance of at least \$100,000.

**ARTICLE VII – POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1 – **BYLAWS**

**BYLAWS AND DEVOLUTION OF AUTHORITY:** The management of the Hideaway shall be the responsibility of the Board of Directors. The Board shall have no power to suspend or waive any provisions of the Bylaws of the Hideaway. The Board, acting as a Board, and not individually, will enforce all provisions of the Bylaws of the Hideaway and all policy and directives from time to time enacted by the Corporation at its Annual, Semiannual or Special Meetings of the Corporation. The Board shall prepare and publish statements of the policy announced and provided in the Corporation directives and take the steps necessary to carry them out.

Section 2 – **CAMP MANAGER**

**CAMP MANAGER:** The Board of Directors shall have the authority to select and hire the Camp Manager. The Camp Manager shall, under the direction of the Board, carry out the duties and responsibilities assigned to her/him by the Board of Directors to carry out the policies and directives necessary to conduct the affairs, business and activities of the Hideaway. The authority of the Board shall be expressed by orders made, while acting as a Board, by majority vote, with a quorum present. Neither the Board nor an individual member of the Board shall interfere with the daily operation of the Hideaway, or attempt to carry out duties and responsibilities that have been assigned to the Camp Manager, but the Board, acting as a Board, shall continuously review and oversee the Manager’s work in carrying out the daily affairs of the Hideaway.

Section 3 – **PURCHASE OF ASSETS**

- a. Purchases Other than Real Property. The Board of Directors shall have the power and authority to purchase or acquire property, other than real property, which they deem to be in the best interest of the Hideaway within the scope of the budget. All capital purchases or leases not within the scope of the budget, unless of an emergency nature, must be specifically identified to the membership for approval.
- b. All acquisitions with a value in excess of \$5,000 must be on a basis of three (3) bids, if possible. Purchase will be from the lowest bidder, if quality is acceptable.
- c. Purchases of Real Property. The Board of Directors shall have the power and authority to purchase real property which they deem to be in the best interest of the Hideaway with the approval of the majority of the voting membership at a regular meeting, or special meeting called for this purpose.

#### Section 4 – **ENTIRE CHARGE**

The Directors, by majority vote, shall have charge of the Hideaway interest and business affairs. They shall have the power to define the duties of all agents, employees and others not otherwise provided for in these Bylaws. The Board of Directors will not have the power or authority to obligate the Hideaway to any personal contract or relationship which requires more than a majority vote of the Board of Directors to cancel or rescind.

#### Section 5 – **SALARY AND COMPENSATION**

The Board of Directors shall have the sole power to fix the salary and compensation of all agents and employees within the guidelines of the budget and shall require each officer, agent or employee to be bonded.

#### Section 6 – **INVESTMENTS**

The Board of Directors will not invest/deposit Hideaway monies in any firm, corporation or company that has minimum deposits of less than two hundred and fifty million dollars (\$250,000,000) and is a member of the FDIC. All investments and deposits will be restricted to firms and institutions doing business in the states of Washington and Oregon.

#### Section 7 – **REGULAR BOARD MEETINGS**

There shall be an orderly transition of the outgoing and newly elected Director(s), which shall be completed no later than fourteen (14) days following the Annual Membership Meeting. The outgoing President shall call as the first order of business for the introduction and swearing in of the newly elected Director(s). The outgoing President shall call as the next order of business for nomination and elections of Officers for the upcoming year. At that time, those Directors whose terms expire shall step down from the Board and not participate in any further Board business, including voting for officers. And, there shall be Regular Meetings of the Directors at such times and places as may be fixed by the Directors, but no less than six (6) in each twelve (12) month period, unless canceled by the Board of Directors. These meetings will be open to the membership.

For regularly scheduled Board of Directors meetings, the agenda and back-up information will be mailed to each director at least five (5) days prior to the date of the meeting. The agenda will be posted on the office bulletin board at the time of this mailing.

#### Section 8 – **SPECIAL BOARD MEETINGS/EXECUTIVE SESSIONS**

A special meeting of the Board of Directors may be held at any time, at such a time and place, on call thereof by the President or on written call to the Secretary of the Board of Directors by any two (2) members of the Board. The Secretary shall give to each member of the Board of Directors such reasonable notice of regular or special meetings as may be proper under the circumstances.

#### Section 9 – **QUORUM**

- a. A majority of the whole number of Directors shall constitute a quorum for the transacting of business and a vote of four (4) or more of the Directors in attendance at any meeting of the Board

of Directors shall decide its actions and shall be binding and valid as a corporate act.

- b. When there are less than four (4) members of the Board of Directors no business is to be conducted except for emergency actions necessary for the operation of the Hideaway by a unanimous vote of all remaining Directors. The appointment of Directors to fill vacancies on the Board of Directors requires a majority vote of all remaining Directors.
- c. Any regular or special meeting with the absence of a quorum of the Board of Directors will be adjourned until a quorum may be in attendance, and may not transact any business until a quorum has been secured. Notice of such continuance shall be given to all Board Members.

#### Section 10 – **CONFLICT OF INTEREST**

When a director has a direct personal interest or a direct financial interest in a matter before the Board, that Director shall not participate as a Director in the debate on the matter, nor shall the Director vote on the matter.

## **ARTICLE VIII - EXECUTIVE OFFICERS**

#### Section 1 – **OFFICERS**

- a. The Officers of the Hideaway shall consist of a President, Vice President, Secretary and Treasurer. The President shall be the Chairman of the Board of Directors.
- b. The President, Vice President, Secretary and Treasurer shall be elected at the regular Annual Meeting of the Board of Directors by a majority vote of the Board of Directors from its own members.
- c. The Officers of the Board of Directors may be removed from such office by four (4) affirmative votes, a majority of said Board.

## **ARTICLE IX - POWERS AND DUTIES OF THE EXECUTIVE OFFICERS**

#### Section 1 – **PRESIDENT**

The duties of the President shall be to preside at all meetings of the Hideaway and the Board of Directors, except in case of excused absence, and have general supervision, direction and management of its affairs under the direction of the Board of Directors.

The President shall sign with the Secretary all deeds and contracts, subject to the conditions and limitations herein on behalf of the corporation, which shall be properly authorized by the Board of Directors. The President shall have the power and authority to sign with the Secretary, or designee, all the certificates of membership of the Hideaway.

The President shall be an ex-officio member of all committees. As an ex-officio member of all committees, the President will have no vote in those committees. The President shall hire the Camp Manager with prior approval of the Board of Directors.

## Section 2 – **VICE PRESIDENT**

The Vice President, in the absence of the President, shall perform the duties of the President, and, in the event the Office of the President becomes vacant for any reason, the Vice President shall thereupon assume the duties of the President and act as such for the unexpired portion of the term for which the duly elected President was serving before the office was vacated. In the event such contingency arises, the Board of Directors shall, by majority vote, elect one (1) of its members as Vice President to serve until the next Annual Meeting of the Board of Directors.

## Section 3 – **SECRETARY**

The Secretary shall keep full and correct minutes of all meetings of the corporation and of the Board of Directors and shall attend to all correspondence incident to the affairs of the Hideaway. The Secretary shall be custodian of all Hideaway records. The Secretary sees that the names of all candidates are properly posted and published in the "Hideaway Headlines". The Secretary shall sign, with the President, all certificates of membership of the Hideaway. The Secretary shall perform all duties incident to her/his office and any other duties that may be prescribed or required by the Board of Directors.

The Secretary shall act as liaison between the Board of Directors and the Election Committee.

In the absence, disability or refusal to act as the Secretary, any Board designee shall have all the powers and authority and shall perform the duties of the Secretary. In the event the office of the Secretary becomes vacant, the Board of Directors shall, by majority vote, elect one (1) of its members as Secretary to serve until the next Annual Meeting of the Board of Directors.

## Section 4 – **TREASURER**

The Treasurer shall have charge of all monies of the Hideaway and shall keep fair and true account of all receipts and disbursements. At each Regular Meeting of the Board of Directors and at each Regular Meeting of the membership, the Treasurer shall present a written statement showing the financial condition of the Hideaway. The Treasurer shall perform all other duties incident to the office and any other duties that may be prescribed or required by the Board of Directors.

In the event the office of Treasurer becomes vacant, the Board of Directors shall, by majority vote, elect one (1) of its members as Treasurer to serve until the next Annual Meeting of the Board of Directors. In the absence of, disability of, or refusal to act as the Treasurer, any Board designee shall have all the powers and authorities to perform the duties of the Treasurer.

## ARTICLE X – COMMITTEES

### Section 1 – COMMITTEES

- a. The Board of Directors, by majority vote, shall have the power and authority to appoint Chairpersons of committees it deems in the best interest of the Hideaway. No committee will be recognized as representative of the Hideaway unless they are approved by the Board.

Each committee chairperson shall select committee members and submit those names to the Board of Directors.

Any Board member or committee member may serve on a special ad-hoc committee. No member may serve on any committee where there could be a possible conflict of interest, as determined by the Board of Directors. Any written and signed request by a proprietary member for a review of possible conflict will be considered in an Open Board Meeting, and a decision made, by the Board of Directors.

- b. Each committee will consist of members in good standing.
- c. All committees and/or proprietary members are permitted to submit a written minority opinion at any regular or special Board meeting or Membership meeting, provided that such request is received by the Board of Directors and the Camp Manager no later than fourteen (14) days prior to the meeting. The Chairperson or designee will allocate time to read such opinion to the members in attendance.
- d. No committee is authorized to spend or obligate Hideaway funds without prior approval of the Board of Directors or Camp Manager. If prior approval is not obtained, the expenditures become the sole and personal obligations of the committee.

### Section 2 – STANDING COMMITTEES

- a. Bylaws Committee: This committee shall consist of at least three (3) members who will review and recommend revisions to the Bylaws that are in the best interest of the Hideaway to the Board for their approval. The Camp Manager will be an advisory member of this committee.
- b. Budget Committee: This committee will consist of the Treasurer and at least three (3) members from the membership at large. The Camp Manager will be an advisory member of this committee.
- c. Grievance Committee: This committee will consist of a minimum of three (3) members or five (5) members if a member of the Board of Directors is involved. It will investigate all grievances by and between members. Unless the parties mutually agree otherwise, grievances must be heard within three (3) months of the receipt of the grievance.
- d. Election Committee: This committee will consist of no less than seven (7) and no more than fifteen (15) members. It will be responsible for administering Article XIII, Election of Directors. It will be responsible for validating and distributing ballots at all regular and special membership meeting, and for the validation and counting of mail-in ballots.

It will be provided sufficient space and privacy for the counting and compilation of all ballots. No member of the Board of Directors or any other person is permitted in the room, area or space provided.

No person, other than the Election Committee, is permitted to open any mail-in ballot, and then only at the time of the meeting.

The Grievance Committee shall be responsible for evaluating any complaint brought against any Election Committee member. The Grievance committee shall make recommendation to the board as to action, if any, towards that member.

- e. Building and Grounds Committee: This committee will consist of at least three (3) members who may annually review the Building and Grounds Handbook and make recommendations to the Board. The Camp Manager or designee will be an advisory member of this committee.
- f. Activities Committee: This Committee will consist of at least three (3) members who may plan and organize recreational activities for the membership and will be coordinated by the Camp Manager.
- g. Waterfront Committee: This committee will consist of at least three (3) members. This committee may make recommendations to the Board of Directors regarding policy for the boating, swimming, and picnic area along the shore of Lake Merwin. The Camp Manager will be an advisory member of this committee.
- h. Security Committee: This committee will consist of at least three (3) members who will assist Hideaway management in preserving the security of the Hideaway. The Camp Manager or designee will be an advisory member of the committee.
- i. Natural Resources Committee: This committee will consist of at least three (3) members who shall develop strategies and priorities for managing the natural resources and submit such report to the Board for approval. This committee will also be responsible for managing the tree cutting and replanting. This committee may annually review the Natural Resources Handbook and make recommendations to the Board. The Camp Manager or designee will be an advisory member of this committee.
- j. Block Representative Committee: This committee will consist of at least three (3) members with the goal of having at least one (1) member representing each block. This committee shall serve as a representative between the membership and the Board. This committee may review annually the Block Rep Handbook and make recommendations to the Board. The Camp Manager or designee will be an advisory member of this committee.

## **ARTICLE XI - INDEMNIFICATION OF DIRECTORS, OFFICERS AND OTHERS**

The Hideaway shall indemnify its Directors, Officers, Employees and Agents in accordance with the provisions of the Revised Code of Washington, as amended.

## **ARTICLE XII - MEMBERSHIP MEETINGS**

### **Section 1 – ANNUAL MEETING**

The Annual Meeting of the proprietary members shall be held in the month of September, the time, date and place thereof to be annually fixed by the Board of Directors. The August issue of the Hideaway Headlines will include written notice of the meeting, agenda, proposed ballot measures, nomination resumes of Board member candidates, Absentee Ballot Request form, Proxy form and will be mailed at least thirty (30) days prior to the date of the meeting. In lieu of postal delivery, the Hideaway Headlines may be distributed electronically to those members so requesting.

### **Section 2 – SEMIANNUAL MEETING**

The Semiannual Meeting of the proprietary members shall be held in the month of March, the time, date and place to be annually fixed by the Board of Directors. The February issue of the Hideaway Headlines will include written notice of the meeting, agenda, proposed ballot measures, Absentee Ballot Request form, Proxy form and will be mailed at least thirty (30) days prior to the date of the meeting. In lieu of postal delivery, the Hideaway Headlines may be distributed electronically to those members so requesting.

### **Section 3 – SPECIAL MEETING**

A special meeting of the proprietary members may be called by the President at any time, and shall always be called on the written request of ten (10%) percent of the proprietary members in good standing, or by a majority of the Board of Directors. Notice of a special meeting, stating the specific purpose of meeting pursuant to the call, shall be given by the Secretary, by mailing a notice of the meeting to each proprietary member, at least thirty (30) days prior to the date on which the meeting is to be held. At the special meeting, no other business shall be transacted other than that specifically stated in the call.

Special Meetings which are called pursuant to Article IV, Section 8, Emergency Assessments or Article IV, Section 5, Removal of Director, shall be governed by the notice requirements described in those sections.

### **Section 4 – AGENDA FOR MEMBERSHIP MEETINGS**

- a. Preparation: The preparation of the agenda for regular and special meetings shall be the responsibility of the Board of Directors. The agenda for annual and semiannual meetings will include an item for "Other Business."

b. Membership access to the agenda: Other than for a special meeting, items may be presented by proprietary members to the Board of Directors and may be placed on the agenda by a majority of the Board of Directors.

c. Direct right to submit ballot measures for vote:

Notwithstanding subsections a and b preceding, ten (10%) percent of the proprietary members in good standing may file a petition to have a measure added to the ballot presented in conjunction with a regular meeting of the membership. It shall be filed with the Secretary of the Board. Any petition for the inclusion of a measure on the ballot, brought by members, must meet the following criteria in order to be valid:

1. Any member signing a petition must be a proprietary member in good standing at the time they sign the petition.
2. The proposed measure must be printed upon the face of the petition. Supporting material explaining the measure and its purpose must accompany the completed petition for receipt by the Secretary. Petitions must display the date and names of the persons sponsoring the petition.
3. The member's block and site number and the date on which the petition was signed must appear opposite each signature.
4. The petition must be displayed in plain sight on the bulletin boards at the Pool/spa building, Block 5 Kamp Kitchen and at the Hideaway office.
5. Petitions must be presented to the Board Secretary within ninety (90) days from the date of the petition's origination and forty-five (45) days before the membership meeting in order to be included in the Hideaway Headlines.

Notice of the proposed ballot measure shall be sent to all proprietary members not less than thirty (30) days prior to the next membership meeting. Such notice shall state the reasons for the ballot measure.

d. Amendment of the agenda: No business shall be transacted at any annual or semiannual meeting other than that listed on the agenda, unless the agenda is amended by a majority vote of the membership present in person or by proxy.

The agenda for a special meeting cannot be amended.

e. Completion of the agenda: Adjournment of any regular or special meeting before the completion of the agenda shall require two-thirds (2/3) majority of those present and voting.

f. Last item of business: Other than the receipt and adoption of the ballot report by the Election Committee the last item of business shall be the casting of a written ballot by the membership. Once the meeting has been recessed for the final casting of the written ballots no items shall be added to the agenda or brought up or reconsideration.

## Section 5 – **QUORUM**

Voting proprietary members in good standing present and their proxies shall constitute a quorum for the transaction of business at any regular or special meeting.

## Section 6 – **METHOD OF VOTING**

All voting for the Directors, amendments, repeal or adoption of Bylaws or other action requiring a vote shall be done by proprietary members in good standing in person, by absentee ballot or by proxy.

## Section 7 – **ABSENTEE BALLOT**

Any proprietary member in good standing who cannot attend an annual, semi-annual or special meeting may vote by an absentee ballot.

The absentee ballot may be obtained from the Hideaway office:

- a. In person not more than twenty-five (25) days prior to the date of the meeting.
- b. By phone at least 15 days prior to the date of the meeting.
- c. By written request due at the Hideaway office fifteen (15 ) days prior to the date of the meeting.

On receipt of a member's request for an Absentee Ballot, the Hideaway office will furnish a package which will consist of the following:

- a. Absentee Ballot.
- b. An unstamped envelope that is completely blank except for the one word "ballot" affixed thereon. Any other information contained thereon when received by the Election Committee renders the enclosed ballot invalid.
- c. An unstamped envelope addressed to the Hideaway with space provided thereon for name, address and site number of the member.
- d. A brief explanation of the procedure for the filing of an absentee ballot. Absentee votes will be counted for the election of the Directors and on ballot measures not amended at the meeting.

Any amendments, changes or additions to ballot measures at the meeting, will be voted upon by only those present and by proxy.

Voiding of absentee votes. Absentee votes are not counted when a ballot measure is amended. The absentee ballot will be counted for other unamended ballot measures.

## Section 8 – **PROXY**

- a. Proprietary Members Only: Only proprietary members can vote by proxy or can cast a proxy vote.
- b. Form: Other than the following elements, no particular form of proxy is required.

1. The proxy must contain a direct statement authorizing another proprietary member, who must be identified by name, to cast the proxy vote.
  2. The proxy must be dated and signed by the proprietary member who authorizes the proxy.
  3. The proxy must identify the regular or special meeting (by date) at which the proxy is to be used.
- c. Limited Use: Proxies are valid only for the regular or special meeting identified in the proxy or for six (6) months, whichever occurs or expires first.

## **ARTICLE XIII - ELECTION OF DIRECTORS**

### Section 1 – **GENERAL**

- a. Elected yearly: An election for vacant Board positions shall be held at the Annual Meeting in September.
- b. Candidates: Any proprietary member in good standing may become a candidate for the Board of Directors, by filing a written application with the Election Committee, sixty (60) days prior to the Annual Meeting. If sufficient applications are not received, the Elections Committee shall endeavor to obtain at least one (1) more candidate than the vacancies to be filled. Candidate names will be given to the Camp Manager, and the Secretary of the Board of Directors, for posting at least thirty (30) days prior to the Annual Meeting.

### Section 2 – **ELECTIONS**

The nominees receiving the largest vote at the regular or special meeting called for said purpose, for each of the positions open shall be deemed elected. In case of a tie vote where a winner is needed, a special vote of the members present shall be held to resolve the tie.

## **ARTICLE XIV – AMENDMENTS TO THE BYLAWS**

### Section 1 – **BOARD PROPOSALS**

The Board of Directors, in conjunction with the Bylaws Committee, may propose amendments to these Bylaws by the passing of a resolution defining the proposed amendment at a duly held regular or special meeting of the Board of Directors.

### Section 2 – **PROPRIETARY MEMBER PROPOSALS**

Proprietary members in good standing may propose amendments to these Bylaws by submitting a petition signed by ten (10%) percent of the proprietary members to the Secretary of the Board of Directors or the Camp Manager thirty (30) days prior to a meeting of the membership.

### Section 3 – **RATIFICATION**

- a. These Bylaws will become effective immediately upon approval by the membership at any

regular or special meeting of the membership and shall be binding on the Board of Directors and the membership.

- b. Amendments proposed per Sections 1 and 2 of this Article shall be presented to the membership at their next Annual or Semi-Annual meeting or at a Special Meeting called for such purpose.
- c. The proposed amendments shall be posted on the Headquarters bulletin board by the Board of Directors at least twenty (20) days prior to the membership meeting.
- d. Proposed amendments shall be ratified by the casting of an affirmative vote to amend, by a majority of the membership voting in person, by mail-in ballot or by proxy, at an annual, semi-annual or special meeting called for such purpose.
- e. Proposed amendments to these Bylaws can be amended from the floor, but must be accepted or rejected within the context proposed.
- f. Only those amendments proposed per Sections 1 and 2 or Article XIV shall be eligible for ratification.

## **ARTICLE XV – RULES OF ORDER**

It is intended that “Robert’s Rules of Order Revised” guide all procedural matters not covered by these Bylaws or by special rules of order adopted at an official membership meeting. Special rules are in effect for only the meeting in which they are adopted.