

BYLAWS

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BYLAWS

SKP PARK OF OREGON, INC.

07-07-21

ARTICLE I . NAME, STATUS AND PURPOSE

Section 1. **Name.** The Corporation shall be known as the SKP PARK OF OREGON, INC., and may also be referred to herein as the Park or Corporation. ^[17]

Section 2. **Organizational Status**

Sec. 2.1. The SKP Park of Oregon, Inc. was organized as a non-profit mutual benefit corporation organized under the laws of the State of Oregon. ^{[6] [29]}

Sec. 2.2. No shares of stock shall be issued. ^[6]

Sec. 2.3. Net earnings from interest, assessments, fees, gifts, or any other source shall accrue to the Corporation for the maintenance and/or improvement of the Corporation's facilities only and no part thereof shall accrue to any member of the Corporation. ^[24]

Section 3. **Purpose.** The purpose for which this Corporation is organized is for the pleasure, recreation and other purposes of the members of the Corporation, and --

Sec. 3.1. To engage in any lawful act or activity for which a corporation may be organized under the non-profit Corporation Law of the State of Oregon and the Tax Code of the U.S. Internal Revenue Service.

Sec. 3.2. To provide educational, charitable and cultural advantages for members of the Corporation and the Escapees Club.

Sec. 3.3. To provide a higher quality of recreational vehicle (RV) living at a low cost.

Sec. 3.4. To provide a place for members of the Escapee Club to visit as guests. Escapee members may, in a self-contained recreational vehicle (RV), occupy a Park member's site that has been placed in the Guest Rental Pool or park in the Boondock area. All guests and renters must abide by the Guest/Renter Rules Agreement. ^[7,8]

ARTICLE II. OFFICES

Section 1. **Principle Office.** The principal office of the Corporation for the transaction of its business shall be located in the SKP Park of Oregon, hereinafter referred to as Park, in the city of Sutherlin, Douglas County, Oregon. The supervision of the office shall be the responsibility of the Board of Directors (hereinafter referred to as the Board), in accordance with Article. VII, Sec. 7.4. ^[7]

Article II & III**Page 2**

Section 2. **Other Offices.** The Corporation may also have temporary offices at other places, where it is qualified to do so and as its business may require, but the addition of another permanent office must have the approving vote of two-thirds of the ballot voting members or an approving vote of at least two-thirds of the total membership at an Annual or Special meeting. ^[7]

ARTICLE III. DEFINITION OF TERMS

Section 1. **"Member"**, as used herein, is defined as one (1) or two (2) adults, who are Escapee Club members (SKPs) who are supportive of the Recreational Vehicle (RV) way of life and who have purchased a Membership and entered into a Membership and Leasehold Agreements with the Corporation. The single adult or if two adults, at least one of the two must be 55 years of age to become a member. ^[6]
^{[18][29]}

Sec. 1.1. Deleted – moved to Article IV ^[29]

Sec. 1.2. Deleted – moved to Article IV ^[29]

Section 2. **Recreational Vehicle (RV)**, as used herein, shall be as defined in the Oregon State Registration and Title Manual and as amended within these Bylaws and the Park's Rules and Regulations. Park Models, Mobile Homes or any unit that will jeopardize the Park's RV ONLY usage classification is not permitted in the Park. RVs must be maintained in a road-ready condition at all times. ^{[4] [6] [9] [22]}

Section 3. **"Assessment"**, as used herein, is defined as any payment that is equally shared by all Leasehold Members and has been designated for a specifically stated purpose that will benefit the Corporation as a whole. An assessment shall be for any new Capital Asset exceeding \$1,000 or a contribution to a Capital Asset Acquisition Account to acquire assets under \$5,000 identified by the Board of Directors as needed for immediate financial or operational benefits. All such assessments shall be part of the Membership Value and identified on a separate line on the annual Membership billing. ^[26]
^{[28][29]}

Sec. 3.1. **Capital Asset Assessment Account** is an Assessment for Capital Assets not to exceed \$20,600 and may be used for Board approved capital assets costing \$5,000 or less. The account will be reimbursed at the time of the annual membership billing. ^{[27] [29]}

Sec 3.2. If any amount of the member assessment is not used for its specified purpose, it shall be credited to the next assessment and identified on a separate line on the next Annual Membership Billing. ^{[26] [28] [29]}

Section 4. **"Fee"**, as used herein, is any payment levied by the Board of Directors and billed only to those members to which it applies. A fee shall not be part of the member's investment in the Membership and Leasehold Agreements. No designated group of members, within the total membership, will be charged a fee to acquire a Park Capital Asset addition or improvement. ^{[9] [29]}

Section 5: **Fines**, Deleted 7-17-14 ^[24]

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Section 6. **“Membership and Leasehold Agreements”**, as used herein, are contracts executed between a member of the Corporation and the Corporation wherein a member is granted exclusive use of a specific site within the Corporation's facility (Park) for the term of the membership as specified within these Bylaws. ^[29]

Sec. 6.1. Said Membership and Leasehold Agreements may not be sold, given, willed or transferred in any way to any other entity other than the Corporation, except as provided in Article IV, Sec. 5.4 and 5.5. ^[29]

Sec. 6.2. Said Membership and Leasehold Agreements may not be rented, leased, loaned or donated in any way to any other entity other than the Corporation, except as provided in Article IV, Sec. 5.4 and 5.5. ^[29]

Sec. 6.3. Said Membership and Leasehold Agreements are not assignable except as set forth in these Bylaws, and shall not be subject to any pledge, mortgage, or assignment for the benefit of creditors, or any other manner of pledging property to another as security without transferring possession or title. ^{[18][29]}

Section 7. **Capital Asset Repair/Replacement Fund (CARF)**. A fund for repair or replacement of any asset of the Corporation. ^{[9] [26] [28]}

Section 8. **Maintenance & Operations (M&O)**. ^{[9] [28]} Funds for routine Park Maintenance and Operations. (M&O).

Section 9. **Ballot Voting Members** means those members voting by mail-in ballot. When decisions are made or are to be made by a percentage (%) it shall be of the total members casting mail-in ballots. For example, if approval of a measure is to be made by two-thirds (2/3) of the ballot voting, and 150 members cast mail-in ballots, then the measure is approved if 100 members vote in favor of the measure. ^{[21][29]}

Section 10. **Utility Assessment Account**. A fund to replace or substantially upgrade the Park's water, sewer and electrical systems with the project cost of ten thousand (\$10,000) or more. (See Article V, Section 5.) ^[25]

Section 11. **“AWL” Active Waiting List**. A register of SKP members who have paid a deposit and entered into an agreement to purchase a membership when a membership becomes available. SKP members are placed on the AWL in the chronological order in which they enter into such agreement, except as stated in Article IV, Section 2.1.3. The Board shall establish the rules governing the rights of the SKPs on the Active Waiting List and the refund of the deposit. ^[29]

ARTICLE IV. MEMBERS

Section 1. **Qualifications and Requirements for Membership.** No person may become or remain a member of the Corporation unless said person is, and remains, a member in good standing of the Escapees Club, and –

Sec. 1.1. Members must agree to enter into a Membership and Leasehold Agreements for the use of the Corporation's facility (hereinafter also called Park). ^[29]

Sec. 1.2. Members must agree that a membership in the Corporation is not transferable, except to the Corporation.

Sec. 1.3. Members must agree to abide by the Bylaws of the Corporation and any Operating Rules and/or Regulations that may be adopted, therefore.

Sec. 1.4. Members must agree to pay all assessments and fees, as determined by the Board and pursuant to these Bylaws on a timely basis. Failure to do so shall cause said membership to be terminated and all interest therein shall revert to the Corporation. ^[24]

Section 2. **Acquiring, Separating and Merging Memberships.** ^[29]

Sec. 2.1. Acquiring Membership. All potential new members, other than spouses, must acquire their membership by becoming a SKP, paying a fee and enrolling on the Corporation's Active Waiting List. SKPs on the Active Waiting List must wait their turn to become number one on the List. ^[29]

Sec. 2.1.1. New Members. Number one on the List is eligible to become a member upon the availability of a new or relinquished Corporation membership or to become a co-member on a single adult member's Membership and Leasehold Agreements, at the member's request. ^[29]

Sec. 2.1.2. Two membership eligible adults enrolled on the Active Waiting List as a pair must be recorded on the same Membership and Leasehold Agreements and cannot claim two sites. Spouses must enroll on the Active Waiting List as a pair. One membership eligible adult shall not be recorded on more than one (1) Membership and Leasehold Agreement. ^[29]

Sec. 2.1.3. Separation of Membership. Members in good standing may separate their Membership when they have been members of the Park for at least five (5) years. The member quitting a Membership may petition the Board and the Board may grant the petitioner accommodation in the form of being placed in the number twenty-five (25) position on the AWL and may waive any limits to the petitioner's ability to rent a lot in the rental pool. Before granting such accommodation, the Board shall consider pertinent

factors, such as court orders, the existence of pending legal actions, orders of protection or other factors. When a petition is granted the accommodation of the twenty-fifth (25) position of the AWL, they shall follow the steps in "New Members" in Sec. 2.1.1 above. ^[29]

Sec. 2.1.4. Merger of Memberships. When two (2) single Members wish to combine their Memberships into a single Membership, they may do so by entering into new Membership and Leasehold Agreements and by relinquishing one of their original Memberships. ^[29]

Section 3. **Responsibilities of Members.** Members of the Corporation shall –

Sec. 3.1. Not attempt to impose personal preferences upon others.

Sec. 3.2. Be responsible for the general upkeep of their assigned site and all vehicles thereon, their assigned storage site and the personal property stored thereon. Should maintenance of any of these sites cause expense to the Park, the expense shall be charged as a fee to the member. The Corporation (which includes its authorized agents) shall have an easement and right of entry, to and throughout the Park, including individual sites, for the purpose of performing its responsibility to repair and maintain its property. The Corporation shall give 24 hours notice, except in an emergency, as determined by the Corporation, of the need to access a site of the assigned member. ^[14]

Sec. 3.3. Share knowledge, labor and time, to the best of their capability, toward the betterment of the Corporation. Members with special skills and those who spend substantial periods of time at the Park will be asked to serve on one or more of the Committees established by the Board to ensure the continued success of the Park.

Sec. 3.4. Be responsible for the action of their guests and be financially liable for any damage caused, or debts owed by any person or persons living in their recreational vehicle.

Sec. 3.5. Be responsible for the actions of their guests and be financially liable for any damage caused or debts owed to the Corporation or any member of the Corporation.

Sec. 3.6. Be responsible for the actions of, and any damages caused by their pets.

Sec. 3.7. Obtain the approval of the appropriate committee before the addition of, or changes to, storage buildings, patios, shade structures and fences. Building codes of the City, County and State will be followed where applicable.

Sec. 3.8. Abide by all speed limits within the Park.

Sec. 3.9. Attempt to work out a compromise when involved in a disagreement. If unable to do so, the aggrieved may request a hearing before the Grievance Committee, which shall render a fair and impartial resolution to the problem. Either party may appeal the decision to the Board for resolution.

Article IV**Page 6****Section 4. Current Value of Membership.** ^[29]

Sec. 4.1. The current value of a membership is established by the Board and may be increased from time to time.

Sec. 4.2. When the current value of a membership is increased by the Board, all members may retain and enjoy the benefits of their membership without paying additional money to bring the value of their membership to the current value.

Sec. 4.3. A member shall pay additional money to bring the value of their membership to the current value when a member trades a site for which they have a leasehold, or another site was acquired by a member or a value less than the current value. Trades include voluntary trades between two members or a member who obtains a different lot from a list of sites made available because of member relinquishment.

Sec. 4.4. A member shall pay additional money to bring the value of their Membership to the current value when they add another person to their Membership or if two members voluntarily merge two (2) Memberships into one. A single member may add a spouse to their membership without bringing their lot up to current value.

Section 5. Rights and Privileges of Members

Sec 5.1. Any member, whose membership in the Corporation has been terminated by the Board shall have the right to appeal to the membership at the next regular meeting of the membership. In such cases, a simple majority of the voting members present must approve the termination.

Sec. 5.2. Members have the right to --

Sec. 5.2.1. Request changes or amendments to these Bylaws in the manner provided herein.

Sec. 5.2.2. Vote on any proposed change or additions to the Bylaws, request(s) for assessments, voluntary dissolution and for the Board candidates. ^[18]

Sec. 5.2.3. Hold any office.

Sec. 5.2.4. Attend, make motions and vote at Annual and Special Membership Meeting. ^[14]

Sec. 5.2.5. Attend all meetings of the Board of Directors other than closed Executive Sessions.

Sec. 5.3. Members shall be sent: (a) notification of the Annual or Special Membership meetings; (b) a form to designate/renew a proxy vote for the Annual or Special Membership meeting; (c) results of meetings of the Board; (d) an annual statement of the financial condition of the

ARTICLE IV & V**Page 7**

Corporation; (e) results of any ballot vote and (f) notification of any appointments, Bylaws, Rules and Regulations or policy changes.

Sec. 5.4. Members have the right, under the following conditions, to exchange sites and to add a SKP spouse or number one on the Active Waiting List to his or her Membership Leasehold Agreement if the spouse or number one is not recorded on another Membership and Leasehold Agreement and it doesn't exceed two (2) per RV. Members may not be recorded on more than one Membership Leasehold Agreement or any future Membership and Leasehold Agreements. These changes are subject to the following conditions Sec. 5.4.1 and Sec. 5.4.4. ^[6] ^[17]

Sec. 5.4.1. The original Certificate of Membership and Leasehold Agreements is surrendered and a new one issued reflecting the change.

Sec. 5.4.2. The request for change is submitted with an administrative fee as determined by the Board. ^[29]

Sec. 5.4.3. The change or exchange shall be recorded in the Corporation's records.

Sec. 5.5. At the time of issuing a Membership Agreement, each member named in the Membership and Leasehold Agreements shall complete a form designating his/her beneficiary in the event of the demise of the member(s) of the Leasehold Agreement. The beneficiary is only entitled to the deceased's personal effects and their financial investment, less any indebtedness to the Park. A beneficiary may be changed at any time at the Leaseholder's option. ^[17]^[29]

Sec. 5.6. Members may enter their lot into the Guest/Rental Pool in accordance with the Rules and Regulations as established by the Board.

Sec. 5.7. Membership voting, where provided for in these Bylaws, shall include provision for voting by mail or by signed proxy unless specifically waived in the Bylaws. Proxy voting may be exercised only by another member. A proxy must be signed by all members named in the Membership and Leasehold Agreements. Except for the provisions for proxy voting, only one vote per membership shall be cast. ^[29]

Sec. 5.8. Members are encouraged to make suggestions to the Board in writing, which shall be considered and acted upon by the Board at the next scheduled meeting. The member shall receive a written reply from the Board pertaining to the action taken on the suggestion.

ARTICLE V. METHODS OF IMPOSITION OF ASSESSMENTS, FEES, AND GIVING NOTICE. ^[24]

Section 1. Except as provided in Section 5 (regarding assessment for legal debt or obligation), any assessment more than \$5,000 shall be authorized only by approval of a least two-thirds (2/3) of the ballot voting members or a vote at an Annual or Special Membership Meeting of not less than two-thirds (2/3) majority of the total membership. ^[7] ^[11] ^[16]

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Section 2. When members vote by mail ballot on an assessment of more than \$5,000, the ballot shall be accompanied by a Pro statement in favor explaining and justifying the assessment. A Con statement in opposition is also desirable and should be actively sought, but is not required or mandatory. ^[11] ^[27]

Section 3. Except as provided in Article V Section 1, any improvement of \$2,000 or less may be authorized and approved by a majority vote of those members (including Board members) attending an Annual meeting. ^[11] ^[29]

Section 4. A Park Improvement Fund is hereby authorized and established. The fund shall be capped at \$6,000. Qualifying tangible assets shall continue to be added to Membership Value and the Park's Fixed Asset List if the cost exceeds \$1,000 and the Park's Fixed Asset List if the asset exceeds \$1,000. ^[29]

Section 5. Utility Assessment Account for water, sewer and electrical systems is hereby authorized and established. This fund shall have a cap of three hundred thousand dollars (\$300,000) and shall be used only to replace or upgrade park water, sewer and electrical systems with project costs that exceed ten thousand dollars (\$10,000). This account is to be an accumulation account funded by a yearly assessment in an amount determined by the Board, but in no case shall this annual utility assessment exceed one hundred fifty dollars (\$150) per Membership. ^[25] ^[29] When determining the amount of the yearly assessment, the Board shall take into account recommendations from the Planning, Construction and Maintenance Committee and Budget Committee.

Section 6. Any assessment required to satisfy any legal debt or obligation, excluding taxes, shall be determined and imposed by the Board.

Section 7. Any/all assessments shall be equally divided among all of the members. ^[11]

Section 8. Any fees required shall be defined and established by the Board. ^[11]

Section 9. Upon transfer of a Membership and Leasehold Agreement from a terminated member to a new member, the Board of Directors, at its discretion, may impose upon the new member a lot transfer fee to cover administrative costs; said fee shall accrue to the Corporation. ^[11] ^[29]

Section 10. The Board of Directors shall, from time to time, determine the amount of (a) the Corporation Initiation Fee, if any, and (b) the operational fees payable by the members and shall give appropriate notice to each affected member. Fees for new members shall be prorated for those required to satisfy legal demands, except for taxes. Said fees shall be determined and imposed by the Board. ^[11]

Section 11. Whenever any notice is required to be given under the provision of these Bylaws, a Waiver of Notice, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of notice. ^[11]

ARTICLE VI. TERMINATION OF MEMBERSHIP

Section 1. **Causes of Termination.** A membership in the Corporation shall terminate on the occurrence of any one of the following events:

Sec. 1.1. Resignation of the member on reasonable notice to the Corporation. Said member shall be compensated as provided in Section 5 of this Article.

Sec. 1.2. Failure of the member to pay dues, fees or assessments as set by the Board within sixty (60) days after they become due and payable, shall be sufficient cause for the membership in the Corporation to be terminated by the Board of Directors. ^[18] ^[24]

Sec. 1.2.1. Written notice of a fee or assessment amount due shall be sent by first class mail, if the member is not in the Park, to each applicable member at least fifteen (15) days prior to beginning of the payment date, addressed to the member's last known address as shown in the Corporation's record. ^[24]

Sec. 1.2.2. It is up to the member to submit a written request, within the payment period and with a statement of mitigating circumstance(s), asking permission of the Board for an extension of the payment period or to make installment payments. This request doesn't obligate the Board to extend the payment period or to permit installment payments if it doesn't reasonably believe that it is justified.

Sec. 1.3. Occurrence of any event that renders a member ineligible for membership or failure to satisfy Membership qualifications.

Sec. 1.3.1 Deleted ^[7]

Sec. 1.3.2 Deleted ^[7] ^[16]

Sec. 1.4. Expulsion of the member pursuant to the provisions of these Bylaws, based on the good-faith determination by the Board, or a committee authorized by the Board to make such a recommendation to the Board, that the member has failed in a material and serious degree to observe the "sharing and caring" precepts of the Escapees Club, the rules of conduct of the Corporation, or has engaged in conduct materially and seriously prejudicial to the interests of the Corporation.

Sec. 1.5. In the event of the death of one person of a two-person membership, the membership will pass to the surviving member. In the event that no surviving member of the membership exists, the member's Membership shall revert to the Corporation. Compensation for said membership shall be determined in accordance with Section 5 of this Article, and shall be disbursed to the named beneficiary as set forth in the document referenced in Article. IV, Sec. 3.5, or if no beneficiary is named, to the estate of the former member. ^[18] ^[29]

Sec. 1.5.1 Any compensation owed the deceased member shall be paid to his/her estate or heirs, within seven (7) working days of reassignment of the site and payment by the new member of the necessary amount to cover monies due. In the event a member dies interstate and lawful heirs or executors or representatives of deceased member cannot be

located, the disposition of any personal property and investment compensation will be processed with the direction of the Corporation's attorney and per Oregon State Law.

Sec. 1.6 Deleted ^[12]

Sec. 1.6.1 Deleted ^[17]

Section 2. **Suspension.** A member/person may be suspended under the provisions of these Bylaws, based on the good-faith determination by the Board, or a committee authorized by the Board to make such a recommendation to the Board, that the member/person has failed in a material and serious degree to observe rules of conduct of the Corporation or has engaged in conduct materially and seriously prejudicial to the purpose and interests of the Corporation. ^[18]

Sec. 2.1. A suspension may deny or revoke access to any one or more of the "common areas" of the Corporation.

Sec. 2.2. A suspension may deny or revoke access to any one or more of the buildings of the Corporation.

Sec. 2.3. A suspension may deny or revoke access to any one or more of the activities of the Corporation.

Sec. 2.4. A suspension shall not release the member/persons from any financial obligation to the Corporation incurred before or during the period of suspension.

Sec. 2.5. A suspension must be for a specified period of time.

Sec. 2.6. A suspension shall not deny or revoke the member's access to his Leasehold site.

Section 3. **Procedure for Expulsion or Suspension.** If grounds appear to exist for the expulsion or suspension of a member under the provisions of these Bylaws, the procedure set forth herein shall be followed:

Sec. 3.1. The member shall be given fifteen (15) days prior notice of the proposed expulsion or suspension and the reasons therefore. Notice shall be given in writing and by any method reasonably considered to provide actual notice. Any notice given by mail shall be sent by Return Receipt mail. The prior notice shall be given at least forty-five (45) days for delivery and response time following the mailing date. Mailed notice shall be addressed to the member's last known address as shown in the Corporation's records. ^[16]

Sec. 3.2. The member shall be given an opportunity to be heard, either orally or in writing, at least five (5) days before the effective date of the proposed expulsion or suspension. The hearing shall be held or the written statement considered by the Board or a committee authorized to recommend to the Board, to determine whether the expulsion or suspension should take place. ^[18]

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Sec. 3.3. The Board or committee shall decide whether or not the member should be expelled, suspended or sanctioned in some other manner. The decision of the Board or committee shall be final subject to appeal as provided in Article IV, Section 3.

Sec. 3.3.1. The Terminated member shall remove all personal property and vacate the Park no more than seven (7) days after the date of the Board's decision for termination. The site shall revert to the Corporation. ^[17]

Sec. 3.4. Any action challenging an expulsion or termination of membership, including a claim alleging defective notice must be commenced within one (1) year after the date of the expulsion, suspension, or termination.

Sec. 3.4.1. The terminated member's site that reverted to the Corporation shall be held in trust for 1 year or until an appeal has been settled. The site may be rented by the Corporation and the rental fee (excluding electricity billings) shall be credited to the Corporation's account. This site will not be part of the Guest/Rental Pool. ^[17]

Section 4. **Arbitration.** The Board of Directors may establish procedures, policies and methods to: ^[8]

Sec. 4.1. Respond to, hear, act upon and resolve grievances and/or

Sec. 4.2. Respond to, hear, act upon and resolve termination, suspension, or expulsion of a member. ^[7]

Sec. 4.3. The procedures, policies and/or methods established by the Board shall be in the Board's discretion, but otherwise in compliance with Sec. 3.1, 3.2, 3.3, and 3.4 of these Bylaws, and with ORS 65.167, as amended from time to time.

Sec. 4.4. The Board may also:

Sec. 4.4.1. Establish and appoint members to a similar committee.

Sec. 4.4.2. Establish a method of appeal to the Board of Directors.

Sec. 4.4.3. Require arbitration, either binding or non-binding and/or -

Sec. 4.4.4. Limit, exclude and/or prevent controversies being resolved through litigation or Court process.

Sec. 4.5. Each member shall submit to, comply with and abide by the procedures, policies and methods established by the Board. A member's failure to do so may be grounds for a member's termination, expulsion or suspension as may be determined by the Board, at its discretion.

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Section 5. **Compensation Upon Termination.** Whether termination of membership in the Corporation is voluntary or involuntary (mandatory) –

Sec. 5.1. Compensation shall include an amount equal to, but not exceeding, the member's original investment in his/her Membership Value plus: ^[29]

Sec. 5.1.1. Any subsequent assessments which the member has paid.

Sec. 5.1.2. The appraised value for any permanent improvements installed or constructed by the members shall be calculated by the Office. The member shall provide paid receipts and other evidence of clear title to said improvement. ^[22]

Sec. 5.1.3. Members acquiring a lot after March 1, 2008, will not be reimbursed for any improvements to their lot. ^[21]

Sec. 5.1.4. All leaseholders prior to March 1, 2008 will continue to be reimbursed for lot improvements up to two thousand dollars (\$2,000). All improvement receipts dated after September 18, 2008 must be attached to an approved lot improvement form.

Sec. 5.1.4.1 The office will attach all receipts to the respective approved Lot Improvement Request Form and keep in the Member's file. When a lot is relinquished, the office will total the dollar amount from all the receipts, up to two thousand dollars (\$2,000) and that will be the refund amount. ^[22] ^[29]

Sec. 5.2. Any assessment, fee or charge due the Corporation including, but not limited to, utility services, legal expenses incurred by the Corporation to enforce a member's compliance with the Bylaws or Rules and Regulations; payment for damages to Corporation property or financial obligation of any guest of the withdrawing member shall be deducted from the amount due the member. ^[24]

Sec. 5.3. There are two ways that a former member may be compensated for his/her investment in the Corporation: (1) Upon the full payment of the next new member for his/her Membership. (2) At the Board's discretion from a special account established to compensate former members. Once the money becomes available the former member will be compensated within seven (7) days excluding mailing time. ^[13]^[29]

Sec 5.3.1. At the discretion of the Board an account may be established to compensate a former member for his/her investment in his/her Membership Value prior to the investment payment of the new member. ^[13]^[29]

ARTICLE VII. GOVERNMENT OF THE CORPORATION

Section 1. **Governing Body.** The governing body of the Corporation shall be the Board. ^[6]

Section 2. Composition of the Board.

Sec. 2.1. The Board shall consist of nine (9) members. Each member shall serve a term equal to the length of three (3) election years, as defined in Article VII, ^{[7] [20]}

Sec. 2.1.1. Because the individual term commencement dates are not all the same, a minimum of three (3) members shall be elected each year to maintain the Board at nine (9) members. Cumulative voting by the members is not permitted. ^{[7] [20]}

Sec. 2.2. No Director shall serve for more than four (4) consecutive election years. After an absence from the Board for one election year, a member may again seek election to the Board. ^{[7] [14] [20] [21]]}

Sec. 2.2.1. An election year is the length of time between the recognition of new Boards at consecutive Annual meetings. ^[7]

Sec. 2.3. Directors shall be members of the Corporation but need not be residents of the State of Oregon. ^{[4] [7]]}

Sec. 2.4. A Director may resign at any time by sending his/her resignation, in writing, to the Board. An elected Director may be removed from the Board by a majority vote of all members of the Board and an approving vote of the majority of the ballot-voting membership. The Director shall be suspended from the Board following the Board's vote and shall not participate in the Board's business until the result of the ballot vote is determined. Ballots must be mailed within fourteen (14) working days of the vote for removal. Ballots shall be processed per Article VII, Sec 3.1.5 through 3.1.7. ^[7]

Sec. 2.5. Any Director may be removed through a petition and recall election. ^{[7] [23] [28]}

Sec. 2.5.1. A member may initiate a petition for the recall of a Director by creating a petition and presenting the petition to the Business Manager so that the petition will be displayed at the Park Office. Members may read, study and sign the petition if they so choose. When the recall of more than one Director is proposed, separate petitions and separate fees must be presented for each Director subject to recall. ^[28]

Sec. 2.5.1.1 Office employees shall not participate in the writing of petitions. ^[28]

Sec. 2.5.1.2 Petitions remain in the custody of the Business Manager until collected by the petitioner. ^[28]

Sec. 2.5.2 A petitioner may present a petition for the recall of a Director to a regularly scheduled Open Board Meeting. Petitions must clearly state specific allegations. Petitions must be signed by 20% of Members with only one signature counted for each Membership. Each petition must be accompanied by a fee of one hundred seventy-five dollars (\$175). ^[28]

Sec. 2.5.3. The Presiding Officer of the meeting shall examine recall petitions and rule on whether any petition meets the requirements in Sec. 2.5.2. above. Board Members may object to rulings pursuant to Robert's Rules of Order. ^[28]

Sec. 2.5.4. The Presiding Officer shall direct the Election Committee to initiate a Recall Ballot to be distributed to all Members within fourteen (14) working days following the presentation of the petition. ^[28]

Sec. 2.5.5. The Election Committee shall solicit a written statement providing explanations and defenses from any Director subject to the recall and cause them to be displayed for ten (10) days, together with the petition or petitions for recall, on a table in the Clubhouse and in the Members' Only section of the Park's website. Comments or statements by Members in support or against the proposed recall or recalls shall not be solicited and any such comments and statements shall be removed from the table. ^[28]

Sec. 2.5.6. Only the instruction for voting, the ballot, the petition or petitions for recall and the statement or statements of explanation and defenses by a Director subject to recall shall be included in the Recall ballot. Members shall be given forty-five (45) days from when the ballots are distributed to return their ballot to the Park office. The ballots will be validated, secured and tallied by the Election Committee per Article VII, Sec. 3.1.5 through 3.1.7. ^[28]

Sec. 2.5.7. The fee that accompanies each petition will be held by the Treasurer pending a final vote of the members. ^[28]

Sec. 2.5.7.1. In the event that the recall of any Board member is disapproved, the fee accompanying that petition shall be retained by the Corporation to offset election expenses. ^[28]

Sec. 2.5.7.2 When the recall is approved by a simple majority vote of the ballot- voting members or a majority of the total membership attending the Annual or Special Member Meeting (pursuant to Article III, Sec. 9), the fee accompanying that petition shall be returned to the petitioner. ^{[28][29]}

Sec. 2.6. The Board shall appoint a member to complete any unexpired term. If the expired term exceeds one (1) election year, then the appointed Director may not run for an elected position on the Board until one election year has passed following the completion of his/her appointed term. ^{[8] [14]}

Sec. 2.6.1. The Board may vote, by a simple majority, to remove an appointed Director from the Board without referral to the Membership. A written explanation, from the Board, must inform the removed Director of the reason for his/her removal. ^[17]

Sec. 2.7. Membership on the Board of Directors shall be limited to one person per membership. ^[7]

Sec. 2.8. Directors shall serve without compensation.

Section 3. **Election Committee.**

Sec. 3.1. The Board shall establish an Election Committee consisting of no less than three (3) volunteering members. The Committee shall seek volunteers to maintain the Committee's membership and seek additional help if they deem it to be necessary. This committee shall: ^[6]

Sec. 3.1.1. Solicit members to seek a position on the Board. ^[18]

Sec. 3.1.2. Secure written acceptance of nominees prior to the balloting.

Sec. 3.1.3. All Members must be sent a ballot package at least forty-five (45) days in advance of the final voting date, as determined by the Board and printed on the ballot.

Sec. 3.1.4. Obtain ballot statements, limited to 200 words or less, from the Director nominees. Prepare and send the ballot package consisting of the ballot, ballot statements, proxy forms, return envelopes and voting instructions to all the Members for their consideration and vote. ^[6]

Sec. 3.1.5. Using Corporate records, validate Park and Escapee Club membership and a single vote from each membership from the identification information written on the returned ballot's outer envelope. Only Committee members may open the envelopes. Secure the sealed, unidentified inner ballot envelope in a locked container until counted. Mailed and hand delivered ballots must be received by 5 o'clock on the evening of the final voting day. ^{[4] [6]}

Sec. 3.1.5.1. The outer envelopes and ballots shall be retained in a locked container and stored for one (1) year following the ballot count. They will then be destroyed. Within the one (1) year storage period, the envelopes and ballots will be considered Corporation records. ^[6]

3.1.6 Open, canvas and count the ballot within five (5) working days after the final voting days. The Board shall provide written rules for determining an invalid ballot entry or an invalid ballot. The Committee shall establish rules for members observing the proceedings. ^{[4] [6] [13]}

Sec. 3.1.7. Present the vote counts to the presiding chairman at an Annual or Special Membership meeting, if scheduled to convene within thirty (30) days, or at the next scheduled Board meeting. The chairman will announce each vote count and the applicable ballot item's acceptance or rejection. The Board shall arrange to notify all members of the voting results per Article IV, Sec. 5.3(e). ^[6]

Sec. 3.1.8. The Election Committee shall be responsible for registering and issuing a single voting card for each membership and each valid proxy at the Annual or Special Membership Meeting. The Board shall resolve questioned registration rights and shall enter in the meeting's minutes the decision and the reason for their decision. ^[6]

Sec. 3.1.8.1. The Election Committee members shall count the raised voting cards when a motion is brought to vote. A count shall be made of the raised cards for an acceptance vote and those raised for a rejection vote. Each count total shall be presented to the meeting presiding chairman for an announcement of the vote and whether the motion carried or failed. ^[6]

Sec. 3.2. If there is a tie vote, the directorship in question shall be decided by a simple majority secret ballot of the Members present at the Annual Membership meeting.

Section 4. **Election of Officers.**

Sec. 4.1. The officers of the Corporation shall be President, Vice President, Secretary, Treasurer and any other officers as the Board may decide. The new Board members and carryover members shall elect Officers in open session during the Annual Membership Meeting. The former Board President shall serve as the temporary meeting chairman until the new Board President is elected. ^[4] ^[6]

Sec. 4.2. An officer may resign or be removed, with or without cause, by the Board. Vacancies and newly-created offices will be filled by the Board. ^[13]

Sec. 4.3. A member of the Board may hold more than one office but no Board member may be both President and Secretary.

Sec. 4.4. Deleted. ^[2]

Sec. 4.5. Deleted. ^[1]

Section 5. **Duties of Officers.**

Sec. 5.1. The President shall be chief executive officer of the Corporation and shall preside at all Board and membership meetings. When authorized, he/she will execute and deliver documents in the name of the Corporation.

Sec. 5.1.1. The President shall not be a Board Liaison on any committee. A Board Liaison is an ex-officio member, without voting rights, of a Board appointed or established committee. His/her duties are to inform the committee of the Board's concerns and deliver any written Board's requests or instructions, participate in the committee's discussions and report to the Board on the committee's activities and deliver any written committee communication or requests. The Board Liaison shall call the first meeting of a

committee, following the Annual Membership Meeting, so that committee officers may be elected. The Board's Liaison to the Office shall inform the office manager of the Board's concerns and shall deliver written Board's requests or instructions and report to the Board any concerns or problems in the Office requiring Board action. ^[6] ^[18]

Sec. 5.2. In the absence of the President, or in the event of his/her inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have the powers of and be subject to all the restrictions placed on the President. The Vice President shall perform such other duties and from time to time may be assigned to him/her by the President or by the Board of Directors.

Sec. 5.3. The Secretary shall be responsible for: (a) the membership records of the Corporation; (b) Certificates of Membership and Membership and Leasehold Agreements and transfers thereof; (c) The minutes of the proceedings of the Board and membership meetings and, (d) All official records of the Corporation. The Secretary shall also give all notices when required; and, when authorized, will attest, seal, execute and deliver documents of the Corporation.

Sec. 5.4. The Treasurer shall –

Sec. 5.4.1. Be authorized to verify and sign checks to reimburse officers of the Corporation of amounts up to \$100 for their regular itemized expenses on behalf of the Corporation. ^[15]

Sec. 5.4.2. Sign checks and monitor the timely payment of all bills of the Corporation as directed by the Board and in accordance with these Bylaws. ^[15]

Sec. 5.4.3. Monitor the accounting of the monies of the Corporation and the keeping of correct and complete records which conform to generally accepted accounting practices. The financial records may be maintained under the supervision of a certified public accountant or another qualified person or firm, and the Treasurer shall consult with the above person or firm at intervals deemed appropriate by the Audit Committee. ^[15]

Sec. 5.4.4. Prepare a monthly financial report for the Open Board meeting based on information from the Office financial and accounting recordings of the current month and year-to-date status of the Corporation budget. Also, the current status of the Active Waiting List (AWL), the Rental Pool and the total numbers of members within the Park. ^[15]

Sec. 5.4.5. Observe the preparation and submission of any financial report and/or accounting that may be required by any governmental agency. ^[15]

Sec. 5.4.6. The Treasurer shall advise the Board of any violation or potential violation of State or Federal law that may, in any way, compromise the Corporation. ^[6] ^[26]

Sec. 5.4.7 Serve as Liaison to the Budget Committee. ^[15]

Section 6. Meetings of the Board.

Sec. 6.1. Newly elected members and present members of the Board shall meet, without notice, during the Annual Membership Meeting to discuss the necessities for the orderly transition of office for the coming term. The new Board shall assume office at the start of New Business as stated on the meeting agenda at the Annual Membership Meeting. Officers shall be elected per Article VII, Sec. 4.1.^[6]

Sec. 6.2. Open meetings of the Board shall be held at least once a month throughout the year. The time and place, within the Park, of such meetings shall be designated by the Board. Members within the park shall be given at least one (1) week notice and an agenda of the open meetings whenever possible. Written requests to speak on an agenda item from the floor must be granted by the Board. Absent members of the Board shall be notified by mail of any action taken at any Board meeting.^[6]

Sec. 6.3. Special meetings of the Board may be called by any Director and shall be held at the time and place fixed by the Director calling the meeting.

Sec. 6.4. A majority of the Directors shall constitute a quorum at any Board meeting. A quorum, once obtained, shall continue through until adjournment despite voluntary withdrawal of enough Directors to leave less than a quorum; provided, however, that at least two (2) Directors remain present. The act of the majority of Directors present at a meeting, at which a quorum has been obtained shall constitute a valid act of the Board.

Sec. 6.5. In the case of special meetings, if a quorum is not present, business matters which necessitated the calling of the meeting can be presented by telephone contact(s) to the absent Director(s). Participation in a meeting through conference telephone or similar communications equipment shall constitute presence in person at said meeting for quorum purposes, so long as all Directors participating in the meeting can hear one another; provided, however, that all absent members of the Board shall be telephoned and permitted to participate in the meeting if they can be reached by phone through reasonable effort.

Sec. 6.6. A Director may give a signed proxy to any other Director on any matter known, or presumed, to be coming before the Board, or for any matter in a specific field of interest which might come before the Board. Board members must use Limited Proxies.^[26]

Sec. 6.7. All meetings of the Directors shall be open to the members of the Corporation, except when a problem requiring immediate action is brought to the Board's attention, or unless notice is sent to all members in advance that a meeting is to be closed.

Sec. 6.8. A Closed Executive Board Meeting must have a posted meeting agenda and may be held for, but not limited to, the following reasons: to resolve personnel problems; to make personnel selections; to consult on legal matters; to review bids while other bids are pending; to consider a member's financial request; to discuss a possible member's termination, suspension or sanction

or any other sensitive subject that should not be made public at the given time. Closed sessions are for discussion only. Subjects not on the meeting agenda, except in an emergency, are not to be discussed. No action (voting) can be taken in a closed meeting.

Sec. 6.9. The Board may call an Open Work Session of their members. The Work Session shall be for informal discussions and an agenda preparation period for the next Open Board meeting. No minutes will be kept and no formal resolutions of the items discussed will be made or voted on. Advance notice of the Work Session will be placed on the Park's TV bulletin board. ^[15]

Section 7. Duties and Responsibilities of Directors.

Sec. 7.1. The Board shall elect its officers and may appoint a Manager and, if deemed necessary, Assistant Manager, to serve at the pleasure of the Board, and to administer the business affairs of the Corporation. The Manager shall not be a Director.

Sec. 7.2. To effect the intent of bonding, the Board shall contract for a policy of insurance that will indemnify the Corporation for any criminal loss or misappropriation of funds and/or materials by any officer or employee of the Corporation at no cost to said officer or employee of the Corporation. ^[1]

Sec. 7.3. Whenever possible prior to execution, the Board shall approve all contracts and/or agreements, whether verbal or written, that require an expenditure of funds in excess of the amount determined by the Board and as specified in the Rules and Regulations, other than regular monthly expenses and as set forth in Article XI of these Bylaws. ^{[1] [8]}

Sec. 7.4. The Directors shall establish, in writing, the policies and supervise or directly manage the business affairs of the Corporation and may act only as a Board, with each Director having only one vote. To ensure continuity, all legal or governmental conferences for negotiations, and all substantial financial negotiations, shall be conducted with the knowledge and approval of a majority of the Directors. ^{[1] [6]}

Sec. 7.4.1. The Board may authorize an agent to engage in negotiations. Said agent has no authority to bind the Corporation but is to make recommendations to the Board for their action. ^[6]

Sec. 7.5. The Board shall, whenever possible, obtain competing bids on all major purchases and employment of outside vendors, and shall not authorize work by an outside vendor unless a valid contract has been executed. ^[1]

Sec. 7.6. The Board shall adopt a form for a Certificate of Membership, to signify membership in the Corporation. Each Member shall be entitled to such a certificate, signed by the President and Secretary representing the fully paid membership owned by such member. ^[29]

Sec. 7.7. The Board shall establish policies and adopt rules and regulations to govern the operation of the Park. A written list of all polices, rules and regulations, including those pertaining to guests and renters, made during the current election year, shall be given to all Members at the Annual or Special Membership meeting. Any member may make a motion, recommending to the Board, that any items on the listing be revised or revoked. If seconded, a simple majority vote of the Members, attending the meeting, will accept or reject a motion. The accepted motions will be sent to the Board for its consideration and acceptance or rejection.

[1] [3] [6] [7] [19]

Sec. 7.8. The Board shall establish policies and adopt rules to govern guest use and temporary rental of vacant sites enrolled in the rental pool. These rules shall cover the amount of rent and the charges for utilities. In addition, the Board will establish the rules for rental revenue distribution and the equal assignments of the renter's share of rent revenues to each Member's annual Maintenance and Operating Fee. [1] [13][29]

Sec. 7.9. The Board shall designate the date and place for the Annual Membership meeting and shall call for Special Membership meetings at its discretion. [1]

Sec. 7.10. The Board shall prepare and present an annual report and financial statement at each Annual Membership meeting, which shall become part of the Corporation's permanent record. [1]

Sec. 7.11. At the first Board meeting following the Annual Membership meeting, the incoming Board shall establish a standing Audit Committee of three (3) or more qualified volunteering members, who are neither Directors nor outgoing Directors. The Committee shall be independent of Board control except as stated in Article VII, Sec. 7.11.2. They shall perform the Duties as defined in these Bylaws and shall have no further authority. [1] [6] [21]]

Sec. 7.11.1. The Committee shall examine all the Corporation's books and records that they believe are necessary to assess the Corporation's financial status. The Board Treasurer and the Office Manager shall be available to assist in the examination, when requested, and to answer Committee's questions. At its discretion, the Committee may obtain an audit of the books by a Certified Public Accountant or other qualified person or firm not affiliated with the Corporation. [26] The Committee's written report and recommendations shall be presented within one (1) month to three (3) months following the Committee's establishment or directly following an outside audit at the next open Board meeting, reviewed by the Treasurer, and shall become a part of the permanent records of the Corporation. [6]

Sec. 7.11.2. If the Board cannot find qualified volunteers to form an Audit Committee or they observe that the Audit Committee is not performing their duties per these Bylaws, they shall obtain an audit of the books by a Certified Public Accountant or other qualified person or firm not affiliated with the Corporation. The members of the delinquent Audit

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Committee will be notified, in writing, that they are being dismissed and the reason for the dismissal. ^[6]

Sec. 7.11.3. The Corporation books and records shall be open for examination, during business hours, by any member upon written request to the Board. ^[6]

Sec. 7.12. The Board shall annually appoint committees to act in specific areas of concern. Committees appointed shall not be limited to the following: (a) Audit, (b) Budget and Planning, (c) Election, (d) Construction/Maintenance, (e) Grievance, (f) Landscaping, (g) Planned Activities. Each committee shall submit proposed guidelines of operations to the Board of Directors for approval. Once guidelines have been established, the Board thereto must approve changes. ^[1]

Sec. 7.13. The Board may devise a corporate seal which the Corporation may use on its documents. ^[1]

Article VIII: CONDUCT OF MEETINGS

Section 1. All meetings of the Corporation shall be governed by Robert's Rules of Order.

Section 2. The Annual meeting of the Membership shall be held each year at the time and place fixed by the Board.

Section 3. Special meetings of the Membership may be called by the Board, or at the request of twenty percent (20%) of the Membership, and will be held at the time and place fixed by the entity calling said Special meeting.

Section 4. A majority of the membership entitled to vote represented in person or by proxy shall constitute a quorum at any meeting of the membership. A quorum once obtained shall continue through until adjournment despite voluntary withdrawal of enough members to leave less than a quorum. If a quorum is present the affirmative vote of a majority of the members present or represented at the meeting and entitled to vote will be the act of the entire Membership.

Section 5. The Annual or Special Membership meetings may not be adjourned except by a polled majority vote of the attending members. ^[6]

Section 6. Written notice, stating the meeting time and place, and if a Special Membership meeting, the purpose thereof, will be delivered to Members not less than twenty (20) nor more than forty-five (45) days before the meeting date, If mailed, notice shall be deemed delivered when deposited with the U.S. Post Office and addressed to the member's last address shown on the Corporate records.

ARTICLE IX. PARK OPERATION

Specific guidelines, rules and regulations for the conduct and operation of the Corporation's facility (Park) shall be adopted as set forth in Article VII.

ARTICLE X. BYLAWS – ADOPTION/AMENDMENTS

Section 1. When applicants become number five (5) on the AWL (Active Waiting List), he/she or both will be sent a copy of these Bylaws, the Rules and Regulations and a Declaration. The Declaration is to be signed by he/she or both stating that he/she or both have read and understand the Bylaws and Rules and Regulations and will comply with them when they become members. The signed Declaration shall be returned to the Park's Office and become part of the Corporation's records. Without a submitted Declaration, the number one on the AWL cannot become a member. ^[16]

Section 2. The Bylaws may be amended from time to time, provided however, that

Sec. 2.1. Any such changes or additions, proposed by the Board, shall be submitted by ballot to all Members or at the Annual or Special Membership meeting. The ballot shall be accompanied with pro and con statements. Pro statements are submitted by the Board. Con statements must be actively sought by the Election Committee, but they are not mandatory. The final voting date shall be at least forty-five (45) days following the ballot mailing date. Ballots shall be processed per Article VII, Sec. 3.1.5 through Sec. 3.1.7. ^[6]

Sec. 2.2. Each single or grouped Bylaw change and/or addition to the Bylaws of the Corporation shall be adopted if no less than two-thirds (2/3) of the ballot-voting Members approve of the changes or additions. An approval vote at an Annual or Special Membership meeting must equal a vote count of no less than a two-thirds (2/3) of the total membership. All Members shall be notified of the voting results as described in Article IV, Sec. 3.3. ^[6]

Section 3. Members may make requests for changes or additions to the Bylaws at an Annual or Special Membership meeting or in the form of a petition signed by ten percent (10%) of the Members. Said petition shall be delivered to the Board at a scheduled Board meeting and must be accompanied with a pro statement for each change or addition and a fee of seventy-five dollars (\$75) which shall be held by the Treasurer pending a final vote of the Membership. The Board or Election Committee must actively solicit con statements, but they are not mandatory. ^[6]

Sec. 3.1. Following the passing of the motion or the receiving of the petition to have a ballot of proposed Bylaw changes or additions sent to the Members and, if applicable, a legal review, the Board shall arrange to have a ballot mailed, with the pro and con statements, within twenty-five (25) working days, to all Members. All Members shall be notified of the final vote date which shall be at least forty-five (45) days following the mailing date. Ballots shall be processed per Article VII, Sec. 3.1.5 through Sec. 3.1.7. Each single or grouped Bylaw changes and/or additions shall be accepted or rejected per Article X, Sec. 2.2. ^[6]

Sec. 3.1.1. The Board at its discretion may have the proposed or accepted Bylaws changes or additions, in their entirety or by selection, subjected to legal review either before or after the balloting. ^[6]

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Sec. 3.2. In the event that at least one-half (1/2) of the proposed Bylaw changes are accepted by ballot or by a vote of the Members at an Annual or Special Membership meeting, the fee shall be returned. ^[6]

Sec. 3.3. In the event the petition is denied, the fee shall be applied to the related costs of notification and election.

Sec. 3.4. Once a petition for change or amendment has been denied by the Membership, the same shall not be brought before the Membership for vote again until after two (2) calendar years have elapsed.

ARTICLE XI. INDEMNIFICATIONS

Section 1. **Indemnification.** Each Director, officer, the manager and any appointed assistants of the Corporation may be indemnified by the Corporation against any and all claims and liabilities to which he/she shall become subject by reason of serving or having served as such Director, officer, manager or assistant or by reason of any action alleged to have been taken, omitted or neglected by him or her, and the Corporation shall reimburse each such person for all legal expenses reasonably incurred by him/her in connection with any such claim or liability. However, no such person shall be indemnified against or be reimbursed for any expense incurred in connection with any claim or liability arising out of his/her own willful misconduct or gross negligence.

Section 2. **Amount Paid.** The amount paid to any Director, officer, manager or assistant by way of indemnification shall not exceed his or her actual, reasonable and necessary expenses incurred in connection with the matter involved, and such additional amount as may be fixed by the Grievance Committee. Any determination so made shall be binding on the indemnified Director, officer, manager or assistant.

Section 3. **Indemnification Not Exclusive.** The right of indemnification hereinafter provided shall not be exclusive of any right to which any Director, officer, manager or assistant of the Corporation may otherwise be entitled by law.

ARTICLE XII. DISSOLUTION ^[6]**Section 1: Voluntary Dissolution**

Sec. 1.1. The Board shall mail to the last known address as shown in the Corporation's records, a resolution, recommending that the Corporation be dissolved, the reason for dissolution, the plan for dissolution and a ballot to the total Membership. The final voting date shall be at least forty-five (45) days following the ballot mailing date. An approval vote of at least two-thirds (2/3) of the total Membership shall be required for the approval of dissolution. ^[16]

Sec. 1.2. A member or group of members may petition the Board to recommend dissolution of the Corporation. The petition must have the signatures of one half (1/2) of the total Membership

and be accompanied by a payment of one hundred twenty-five dollars (\$125) for mailing and handling expenses. If the dissolution proposal is accepted by the Membership, the payment shall be refunded. ^[16]

Sec. 1.3. After the requirements listed above have been met the Corporation may execute the filing of the Articles of Dissolution in compliance with the State Statutes and U.S. Internal Revenue Service Tax Codes. ^[16]

Sec. 1.4. All liabilities and obligations of the Corporation shall be paid, satisfied or discharged unless adequate provision shall be made. ^[16]

Sec. 1.5. Assets held by the Corporation under special conditions shall be transferred or conveyed as required. All remaining assets shall be distributed equally to the Members of Record at the time of dissolution. All transactions will be made in compliance with State Statutes and U.S. Internal Revenue Service requirements. ^[16]

Section 2: **Involuntary Dissolution**

Sec. 2.1 The Corporation may be ordered to dissolve by the Court. Applicable stipulations in Section 1 above will apply. ^[16]

KNOW ALL BY THESE PRESENT:

That the undersigned, being all of the Incorporates of this Corporation, hereby assent to the foregoing Bylaws, and adopt the same as the Bylaws of the Corporation.

Dated: 01/06/88	/ s / Roy B. Adams, Director	Roy B. Adams
Dated: 01/08/88	/ s / Vern Hansen, Director	Vern Hansen
Dated: 01-06-88	/ s / Harrison E. Lewis, Director	Harrison E. Lewis
Dated: 01/06/88	/ s / E. Dean Layton, Director	E. Dean Layton

Joe Peterson Kay Peterson
National Escapees Club, National
Dated: Feb. 4, 1988

MEMO/AMENDMENT RECORD

Change 1: 12/21/88 On this date, the Board of Directors meeting in Executive Session, by Resolution, unanimously adopted such technical amendments wherein Article VII, Sec. 4.5 was deleted; Article VII, Sec. 7.2 was added; and the balance of Article VII, Sec. 7 renumbered.

Board members in attendance and signing:

/ s / Roy B. Adams, President	/ s / Verne Hansen, Vice Pres.
/ s / Elton J. Lee, Secretary	/ s / E. Dean Layton, Treasurer
/ s / Vedon C. Boge, Member-at-Large	

Change 2: 7/9/92. On this date at the General Membership meeting, the following changes to the Bylaws were made and approved by a two-thirds (2/3) majority of the membership. Article VII, Sec. 4.4.

Change 3: 12/4/92. On this date as the result of a ballot proposal to the entire membership this change was approved by a two-third (2/3) majority of the membership and Article VII, Section 7, Sec. 7.7 was amended.

Change 4: 7/8/93. On this date, the General Membership meeting, the results of balloting approved changes to the Bylaws in Article III, Section 2, Article VII, Sec. 2.3, Article VII, Sec. 3.1.5 and Sec. 3.1.6. and Article VII, Sec. 4.1.

Change 5: 7/12/94. On this date, the General Membership meeting, the results of balloting approved changes to the Bylaws in Article III, Section 3.

Change 6: 3/13/95. On this date, a ballot vote by a two-thirds (2/3) majority of the membership approved of the following Bylaws changes: Article 1, Sec. 2.1, 3.1; Article III, Section 1, Sec. 1.1, 1.2, Section 2; Article IV, Sec. 3.3, 3.4; Article VII, Section 1, Sec 3.1, 3.1.3, 3.1.4, 3.1.5, 3.1.5.1, 3.1.6, 3.1.7, 3.1.8, 3.1.8.1, 4.1, 5.1.1, 5.4.6, 6.1, 6.2, 6.8, 7.4, 7.4.1, 7.7, 7.11, 7.11.1, 7.11.2, 7.11.3; Article VIII, Section 5; Article X, Sec. 2.1, 2.2, Section 3, Sec. 3.1, 3.1.1, 3.2; Article XII, Sec. 1.3.

Change 7: 12/17/96. On this date, on the acceptance by the Board of the legal advice given by the Park's lawyer, the following Bylaws changes/additions, which were accepted by at least two-thirds (2/3) of the Park members voting by ballot, were formally approved: Article I, Sec. 3.4; Article II, Section 1, Section 2; Article V, Section 1; Article VI, Sec. 1.3.1, 1.3.2, 4.2; Article VII, Section 2, Sec. 2.1, 2.1.1, 2.2, 2.2.1, 2.3, 2.4, 2.5, 2.5.1, 2.7, 7.7.

Change 8: 7/3/98. On this date, a ballot vote by a two-thirds (2/3) majority of the ballot voting membership approved of the following Bylaws changes: Article I, Sec. 3.4; Article VI, Sec. 4; Article VII, Sec. 2.6; Article VII, Sec. 7.3.

Change 9: 1/18/01. On this date, a ballot vote by a two-thirds (2/3) majority of the membership approved of the following Bylaws changes: Article III, Sec. 1.1, Sec.2, Sec. 3, Sec. 4, Sec. 7, Sec. 8.

Change 10: 12/27/01. On this date, a ballot vote by a two-thirds (2/3) majority of the membership approved of the following Bylaws change: Article III, Section. 3.

Change 11: 12/12/02. On this date, a ballot vote by a two-thirds (2/3) majority of the membership approved of the following Bylaws change: Article V, Section 1, Section 2, Section 3, Section 4, Section 5, Section 6, Section 7, Section 8, Section 9, Section 10.

Change 12: 07/15/03. On this date, a ballot vote by a two-thirds (2/3) majority of the membership approved of the following Bylaw change: Article VI, Section 1.

Change 13: 12/18/03. On this date, a ballot vote by a two-thirds (2/3) majority of the membership approved of the following Bylaws changes: Article VI, Sec. 5.3; added Article VI, Sec. 5.3.1; changed Article VII, Sec. 3.1.6; deleted Article VII, Sec. 4.2; changed Article VII, Sec 7.8.

Change 14: 3/1/04. On this date, a ballot vote by two-thirds (2/3) majority of the membership approved of the following Bylaws changes: Article IV, Sec.2.2, Sec. 3.2.4; Article VII, Sec. 2.2, Sec. 2.6.

Change 15: 7/20/04. On this date, a ballot vote by two-thirds (2/3) majority of the membership approved of the following Bylaws changes: Article VII, Sec. 5.4.1, 5.4.2, 5.4.3, 5.4.4, 5.4.5, 5.4.7, 6.9.

Change 16: 2/17/05. On this date, a ballot vote of two-thirds (2/3) majority of the membership approved of the following Bylaws changes: Article V, Section 1, Section 5; Article VI, Sec. 1.3.2, Sec.3.1; Article X, Section 1, Article XII, Sec.1.1, Sec. 1.2, Sec. 1.3, Sec. 1.4, Sec. 1.5, Sec. 2.1.

Change 17: 5/12/05. On this date, a ballot vote of two-thirds (2/3) majority of the membership approved the following Bylaws changes: Article 1, Section 1; Article IV, Sec 3.4, Sec. 3.5; Article VI, Sec. 1.6.1, Sec. 3.3.1, Sec. 3.4.1; Article VII, Sec. 2.6.1.

Change 18: 11/21/05. On this date a ballot of two-thirds (2/3) majority of the members approved of the following Bylaws changes: Article III, Section 1, Sec. 6.3; Article IV, Sec. 3.2.2; Article VI, Sec. 1.2, Sec. 1.5, Section 2, Sec. 3.2; Article VII, Sec. 3.1.1, Sec. 5.1.1.

Change 19: 7/5/06. On this date a ballot of two-thirds (2/3) majority of the members approved of the following Bylaws changes: Article VII, Sec. 7.7.

Change 20: 1/18/07. On this date a ballot of two-thirds (2/3) majority of the members approved of the following Bylaws changes: Article VII, Sec. 2.1, Sec. 2.1.1, Sec. 2.2.

Change 21: 1/17/08. On this date a ballot of two-thirds (2/3) majority of the members approved of the following Bylaws changes: Article III, Section 3, Section 9; Article VI, Sec. 5.1, 5.1.3.; Article VII, Sec. 2.2, Sec.7.11.

Change 22: 12/18/08. On this date a ballot of two-thirds (2/3) majority of the members approved the following Bylaws changes: Article III, Section 2; Article VI, Sec. 5.1.2, 5.1.4 (New), 5.1.4.1 (New).

Change 23: 6/12/12. On this date a ballot of two-thirds (2/3) majority of the members approved the following Bylaws change: Article VII, Sec. 2.5.

Change 24: 7/17/14. On this date a ballot of two-thirds (2/3) majority of the members approved the following Bylaws changes: Article I, Sec 2.3; Article III, Section 5; Article IV, Sec. 1.4; Article V; Article VI, Sec. 1.2, Sec. 1.2.1, Sec. 5.2.

Change 25: 12/17/15. On this date a ballot of two-thirds (2/3) majority of the members approved the following Bylaws changes: Article III, Section 10; Article V, Section 5.

Change 26: 7/17/18. On this date a ballot of two-thirds (2/3) majority of the members approved the following Bylaws changes: Article III, Section 3, Section 7; Article VII, Sec. 5.4.6, Sec. 6.6, Sec. 7.11.1.

Change 27: 8/16/18. On this date a ballot of two-thirds (2/3) majority of the members approved the following Bylaws add: Article III, Section 3, Sec. 3.1, Sec. 3.2; Bylaws changes: Article V, Section 1, Section 2.

Change 28: 6/18/20. On this date a ballot of two-thirds (2/3) majority of the members approved the following Bylaws changes: Article III, Section 3, Section 7, Section 8; Article VII, Sec. 2.5, Sec 2.5.1; (New): Sec. 2.5.1.1, Sec. 2.5.1.2, Sec. 2.5.2, Sec. 2.5.3., Sec. 2.5.4., Sec. 2.5.5, Sec. 2.5.6., Sec. 2.5.7, Sec. 2.5.7.1, Sec. 2.5.7.2.

Change 29: 7/7/21. On this date a ballot of two-thirds (2/3) majority of the members approved the following Bylaws changes: Article I, Sec. 2.1, Sec. 3.2; Article III, Section 1, Section 3, Sec. 3.1, 3.2, Section 4, Section 6, Sec. 6.1 thru 6.3, Section 9, adding Section 11; Article IV Sec. 1.1, adding Section 2, Sec. 2.1 thru Sec. 2.1.4, renumbering Section 3, adding Section 4, Sec. 4.1 thru 4.4, renumbering Section 5, Sec. 5.1 thru 5.8; Article V, Section 3, Section 4, Section 5, Section 9; Article VI, Sec. 5.1, Sec. 5.1.4.1, Sec. 5.3, Sec. 5.3.1; Article VII, Section 1, Sec. 7.6, Sec. 7.8. (Verbiage of Leaseholder replaced with Member).