

BY-LAWS
-OF-
HIAWATHA SPORTSMAN'S CLUB

ARTICLE I. MEMBERSHIP:

Sec. 1. A person, to be eligible for membership in the Hiawatha Sportsman's Club, must be of good moral character and loyal to the government of the United States.

Sec. 2. No person shall be admitted for membership in this Club unless having first made application for membership in writing and shall have been approved by the Membership Committee.

Sec. 3. Application for membership shall be filed with the Secretary who shall forthwith refer it to the Membership Committee for action.

Sec. 4. Upon notice of the applicant's acceptance by the Membership Committee, the annual dues for the calendar year shall immediately become due and payable.

Sec. 5. All applications for membership shall be made on a form approved by the Membership Committee, which shall be executed and signed by the applicant. The applicant must be recommended (sponsored) by a member in good standing and furnish at least three reputable references or only two references if they are Club members in good standing.

Sec. 6. Those persons owning a Certificate of Membership, which has been recorded on the books for the Club and who shall have been approved by the Membership Committee shall constitute the members of the Club. These members, their spouses and minor unmarried children to age 21 shall be entitled to the privileges of the Club as provided in the Rules and Regulations, provided hereinafter, if the member is in good standing as hereinafter defined. In the event of death of a Club member, the membership may be transferred without fee to the surviving spouse and without investigation.

Sec. 6 (a). All applications shall be accompanied by a statement, signed by the applicant, which reads as follows: " I have read, understand and agree with the By-laws and Rules and Regulations governing the Hiawatha Sportsman's Club and agree to abide by them or as they may hereafter be amended, changed or adopted and as hereby constituted and further that such By-laws and Rules and Regulations shall be considered an essential part of the contract between the Club and me."

LIMITATION OF MEMBERSHIP:

Sec. 7. The membership of this Club shall be limited to the number of memberships issued and outstanding as of April 17, 1976. No member shall be allowed to own more than ten memberships.

Sec. 8. Any Club member who has paid dues for the current year, and whose other financial obligations to the Club are paid to date, shall be in good financial standing.

ARTICLE II. DUES:

Sec. 1. The amount of annual dues payable by each member of the Hiawatha Sportsman's Club, in January of each calendar year, shall be the amount that was approved by the majority of the members at the last annual meeting when the dues, together with an equal assessment for taxes and insurance, were changed. If a member holds more than one membership, the amount of dues paid on each membership, in excess of the first, shall be that which was approved by the majority of the membership at this meeting, but with no assessment for taxes and insurance.

Sec. 2. Each new member shall pay dues as stated for the current fiscal year upon the acceptance of one's application by the Membership Committee.

Sec. 3. A dues card signed by the President and Secretary shall be issued to each member on the payment of the annual dues for the current fiscal year.

Sec. 4. The amount of annual dues shall not be changed, except by a majority vote of the members voting at an annual meeting.

Sec. 5. Dues shall be noticed to the membership as provided in Article IV, Sec. 4. It shall be the responsibility of each member to keep the Club informed of a current mailing address.

ARTICLE III. VOTING PRIVILEGES:

Sec. 1. Only members who are in good financial standing, and not under disciplinary action, shall be entitled to vote at any regular or special election or meeting. If a member is unable to attend, the spouse, being in attendance, shall be allowed to vote.

Sec. 2. No member shall be entitled to cast more than one vote on any question at any election or meeting of the Club.

Sec. 3. No vote, by proxy, shall be accepted at any annual or special meeting, but votes may be cast by mail wherever

prescribed in the By-laws or as prescribed by action of the Board of Governors.

ARTICLE IV. MEETINGS:

Sec. 1. The annual meeting of the Club shall be held prior to the last day of July at a time and place to be designated by the Board of Governors. The notice of the annual meeting shall be mailed by the Secretary to each member in good standing at least fifteen days prior to the date of the annual meeting.

Sec. 2. Special meetings of the members of the Club shall be held at such time and place as may be designated, upon ten days notice to the membership by the Board of Governors, provided that upon petition by ten percent of the members in good standing, duly filed with the Secretary, the Board of Governors shall call a special meeting as herein before prescribed.

Sec. 3. Seventy-five members shall constitute a quorum at any special or annual meeting.

Sec. 4. Unless otherwise provided in the By-laws, notices shall be provided for all meetings of the Board of Governors and all meetings of the members at least fifteen days prior to the date of the meetings, all notices shall include the call of the meeting including motions to rescind any motions previously adopted. Notices to be given by this Club or by its Board of Governors, or by any officer, shall be in writing and signed by the Secretary of this Club, or by some other officer expressly designated by the Board for that purpose, and shall be deemed fully served when deposited in the United States mail with postage fully prepaid, plainly addressed to the person upon whom service is to be made at the last address of such person appearing upon the books of the Club or known to the Secretary.

Sec. 5. At annual meetings, the order of business shall be:

- 1st - The call of meeting to order by the President
- 2nd - Roll call
- 3rd - Reading of the minutes of previous meetings and action taken
- 4th - Report of officers, Board of Governors and committees
- 5th - Announcement of results of annual election
- 6th - Unfinished business
- 7th - New business
- 8th - For the Good of the Club
- 9th - Oath of office to new Governors
- 10th- Adjournment

Sec. 6. Rules of order - Robert's Rules of Order are hereby adopted as the parliamentary authority of the meetings of this Club.

Sec. 7. Standing rules - The officer or member presiding in the absence of the President shall, for the time being, possess all the powers and privileges vested in the President by the By-laws of this Club.

(a) No subject of a partisan or religious nature shall at any time be admitted.

(b) Questions of order shall be decided by the presiding officer, but in case of an appeal from the presiding officer's decision, the meeting shall determine without debate.

ARTICLE V. NOMINATIONS AND ELECTION:

Sec. 1. Prior to January first of each year, President of the Board of Governors, with input from the Vice President, Secretary and Treasurer, shall select from the membership other than the Board of Governors, a Nominating Committee of five members and an Election Committee of six members.

Sec. 2. The Nominating Committee shall nominate twice as many candidates who are members in good standing, as there are Governors to be elected to office, and said committee shall certify their nominations to the Secretary prior to February first of each year.

Any member wishing to be considered for nomination to the Board of Governors may do so by filing a written application with the chairperson of the Nominating Committee. The chairperson shall cause the member's application to be considered by the Nominating Committee. The chairperson shall notify the member of any decision reached by the committee.

Sec. 3. The Secretary shall, not later than April 10th, prepare and forward to each member of the Club in good standing a ballot, together with a return envelope marked "Ballot" accompanied by a list showing the picture, the name, address and business affiliation or profession of each member nominated, and designating the present members of the Board of Governors who have been re-nominated.

Sec. 4. The ballots shall be mailed or delivered in the return envelope, not later than May 8th. The ballot box with all envelopes marked "Ballot" received or postmarked on or before May 8th shall be turned over to the Election Committee not later than May 15th.

Sec. 5. The Election Committee shall count the ballots and shall certify the vote to the Secretary to be placed in the minutes of the annual meeting.

Sec. 6. The Secretary shall immediately notify the Board and all nominees of the results of the election.

Sec. 7. Installation of Governors - The newly elected governors shall take office at the end of the subsequent annual meeting, at which time they shall qualify by an appropriate oath of office. In case of absence, a governor may qualify at the next meeting of the Board of Governors. The annual meeting shall then immediately be adjourned. The Board of Governors, including the newly elected and sworn-in governors, shall then immediately meet for the sole purpose of electing its officers for the coming year, the results of such election to be announced at the annual dinner held later that day.

ARTICLE VI. BOARD OF GOVERNORS:

Sec. 1. (a) The property, business and affairs of the Club shall be managed by a board of twelve governors, four members of which shall be elected annually for a term of three years, but no member may be elected for more than two consecutive terms; provided, however, an appointment or election to the Board of Governors to fill a vacancy shall in no way be construed to be a full term.

(b) The Governors shall have full responsibility for the direction of the Club's affairs including but not limited to the control of its executive offices; the appropriation of all funds either by establishing operating expense, maintenance project, or capital expenditure budgets or by authorization of specific expenditures for contracts or projects not included in the aforementioned budgets; and the authorization of all contracts for goods and services except as specifically provided for by the Board of Governors in Article XIII, Sec. 3. No committee, individual or organization of individual members may authorize improvements or additions to Club property or facilities without the approval of the Board of Governors. Gifts, devises, bequests, donations and contributions of property shall be handled consistent with Article XXV.

(c) The Board of Governors shall not purchase, lease, dispose of, or sell Club land **unless such action is supported by an affirmative vote of three-fourths of the Board (minimum of nine votes). Further, such action shall not involve a monetary amount to exceed one-twelfth of the then current total annual operating budget. Further, the ability to use the Board power to purchase, lease, dispose of or sell Club land may be utilized only twice in a budget year. All other transactions as cited above must be**

ratified by a vote of the majority of Club membership voting thereon, in accordance with Paragraph (f).

(d) The Board of Governors shall have authority to manage and sell renewable Club resources and sand and gravel in the ordinary course of business. Timber and plants are examples of renewable resources. Oil, natural gas, other minerals and water are not renewable resources. The Board of Governors and the membership shall not sell or lease rights to oil, natural gas, water or other non-renewable resources located on Club property or permit exploration for non-renewable resources.

(e) Upon a majority vote of the Board in attendance at any regular or special meeting, the Board may submit to the members for their approval, in accordance with paragraph (f), proposed transactions arising in the ordinary course of business as described in paragraph (c).

(f) Membership approval, as set forth in paragraph (c), herein, shall require thirty day mail notice and ballot to the membership setting forth the particulars of a proposed transaction, along with the results of a poll identifying the Governors in favor of the proposed transaction, the Governors opposed to the proposed transaction and a brief written paragraph representing the positions of the majority and minority. Membership approval requires an affirmative vote of the majority of members voting on the proposal.

Sec.2. The Board of Governors shall make, publish and cause to be enforced all policies or procedures and general rules and regulations governing the management of the Club, the conduct of members, the use of Club lands and facilities, or covering such other subject matter as may, in the considered judgment of the Board, be necessary to the general welfare of the Club.

Sec. 3. The Board of Governors shall have full power in the name of the Club, to borrow money as the general interest may require and to issue its notes or note as evidence of the obligations incurred. Borrowing of funds in excess of an aggregate amount of one-twelfth of the Club's annual operating expense for the prior fiscal year, or mortgaging Club property, both real and personal, to secure any loans made to the Club shall require an affirmative vote of three-fourths of the entire Board of Governors at any regular meeting properly called for that purpose.

Sec. 4. All Governors shall serve until their successors are elected; however, if and when any Governor ceases to be a member in good standing or when the resignation of any Governor is accepted by the Board of Governors, the office thereby becomes vacant and the successor shall be elected by the remaining Governors in accordance with Article XI of these By-laws.

Sec. 5. Board members should avoid business transactions which place, or appear to place, their personal interests in conflict with the interests of the Hiawatha Sportsman's Club or the Board of Governors.

No member of the Board of Governors shall provide, directly or indirectly, any for profit service or enter into a for profit contract or a transaction with the Club without first advising the Secretary in writing of his or her intention to provide the service or seek to secure the contract and disclosing to the Board all material facts regarding the contract, service or transaction. The Secretary shall cause the writing to be read at the next board meeting. The Governor involved shall abstain from any vote regarding the transaction, service or contract.

Sec. 6. All power and authority of the Hiawatha Sportsman's Club rests with and resides in the membership. The Board of Governors exercises only such power and authority as has been or may be from time to time delegated to it by the membership as set forth in these By-laws. The membership may require and/or direct action of the Board of Governors and alter, amend, modify, nullify, reverse, clarify, correct, and/or change in any way any action or inaction by the Board of Governor's by a majority vote of the membership, by a mail ballot of all members.

ARTICLE VII. MEETINGS OF THE BOARD OF GOVERNORS:

Sec. 1. (a) The Board of Governors shall convene on the third Saturday of July, October, January and April at a place and time to be designated at the last prior meeting of the Board. At the end of the annual meeting the Governors shall elect from their members a President and one or more Vice Presidents, a Secretary and a Treasurer. Seven of the Governors duly convened shall constitute a quorum.

(b) Unless otherwise provided in the By-laws, special meetings of the Board of Governors may be convened by giving at least ten days notice thereof to each of the Governors, which notice shall set forth the time and place and purposes for which such meeting has been called. Notice of such meetings, stating the purpose, place and time shall also be posted for the benefit of the membership at the Club office facility at least ten days prior to its taking place.

Sec. 2. If and when any Governor ceases to be a member in good standing, the office thereby becomes vacant.

ARTICLE VIII. COMMITTEES:

Sec. 1. The President, with input from the Vice President, Secretary and Treasurer shall select a chairperson to serve on each standing committee for a period of one year. The Board of Governors shall approve the chairperson selections. The standing committees are: Finance; Legal, Tax and Audit; Civic and Governmental Affairs; Building, House and Grounds; Golf; Grievance; Natural Resources; Nominating; Communications and Publishing; Election; Future Planning; Fish, Game and Fowl; Operations; Program; Activities; and Trap Range. The chairperson of each of these standing committees shall transact its current business, subject to the approval of the Board of Governors or as otherwise provided for in the By-laws.

Sec. 2. In addition to the committees referred to in Section 1 above, there shall be a standing Membership Committee, which said committee shall be composed of the immediate past President of the Club, the President of the Club and one member of the Board of Governors selected by the President. Its duty shall be to approve or disapprove all applications for membership in said Club, and the action of the committee shall be final, and no person shall become a member of this Club without the approval of this committee, unless the membership shall be acquired by the right of survivorship or inheritance as provided for in Section 2 of Article XVI of these By-laws.

Sec. 3. A function of the Operations Committee shall be to issue, or deny, building permits and to enforce the By-laws of the Club regulating building restrictions and regulations that may be hereafter adopted, established or amended by the Board of Governors or the Club membership duly assembled.

Sec. 4. Except as provided for in Article XXI, the Grievance Committee shall be responsible, at the direction of the President, for investigating any alleged misconduct or violation of Club Rules and Regulations against the good of the Club by a member, or a person in the member's immediate family or a guest of a member. The goal of the Grievance Committee shall be to resolve the problems relating to the misconduct as informally and expeditiously as possible. The Grievance Committee may, if deemed necessary, require parties of interest to meet with the committee for purposes of determining the accuracy of the alleged misconduct. Upon completion of the committee's investigation, it may do any one or more of the following:

(a) Dismiss the complaint as resolved informally.

(b) If the complaint involves a guest of a member and is found to be true, the committee may impose such sanctions relating to further use of the Club's guest privileges as it determines the facts of the misconduct warrant. A decision of the committee relative to a guest of a member shall be forthwith forwarded to

the Board of Governors. Unless one member of the Board of Governors moves for review of the decision by the full Board, the action of the committee shall be final.

- (c) If the complaint involves a member or a person in the member's immediate family, the committee may enter into an agreement with the offending members as to a proper sanction to be imposed as it determines the facts of the misconduct warrant. The committee shall advise the member of its findings and sanctions in writing. If the member disagrees with the sanction the member shall immediately notify the Secretary of the Board of Governors of an intent to appeal the sanction at the next regularly scheduled board meeting.

In cases of necessity, as determined by the President, a special board meeting may be called to hear the appeal. The decision of the Board of Governors regarding appeals of Grievance Committee recommendations shall be final.

- (d) If in the opinion of the Grievance Committee the misconduct is so serious as to warrant expulsion, it shall be responsible for filing written charges as required in Article XXI of the By-laws. For purposes of this section, a person in a member's immediate family shall be regarded as single children under the age of 21. Children 21 and older, grandchildren and other relatives shall be regarded as guests.

ARTICLE IX. OFFICERS, DUTIES AND RESPONSIBILITIES:

Sec. 1. The President shall preside over all meetings of the Board of Governors and of the members. The President shall sign all corporate records and all corporate instruments whereunto the President's signature shall be lawfully required, and shall have and exercise all powers, usually incident to the office of president of a corporation, and shall perform such duties as may be delegated by the Board of Governors.

Sec. 2. The Vice-President shall perform the duties of the President in case of the absence or disqualification of the President.

Sec. 3. The Secretary shall attend all meetings of the members and the Board of Governors and shall preserve in the record books of the Club full and correct minutes of the proceedings of all such meetings. The Secretary shall be custodian of the corporate minute book and seal. It shall be the duty of the Secretary to sign all corporate records and documents when the Secretary's signature shall be lawfully required, and to give all notices required by the Charter, By-laws or resolution of this Club or by the Board of Governors. The Secretary shall keep a complete

record and file of the names and addresses of each and every member.

The Secretary shall have the discretionary authority to employ a competent shorthand stenographer for each meeting of the membership or of the Board of Governors to keep an accurate record of all business transacted at such meetings, and shall furnish a transcript of such record to the Board within ten days following such meetings. These reports, after approval by the Board, shall become a part of the records of the Club. Should the Secretary be unable to perform these duties at any meeting, the President or presiding officer shall have the authority to appoint any Club member, in good standing, to perform such duties.

Sec. 4. (a) The Treasurer shall keep or cause to be kept, in books belonging to this Club, complete and accurate accounts of all receipts and disbursements, resources and liabilities of the Club and shall deposit all monies or other negotiable papers of this Club, in the name of this Club, in such depositories as may be designated by the Board of Governors.

(b) The Treasurer shall disburse the funds of the Club in payment of obligations, taking proper vouchers and receipts for such disbursements.

(c) The Treasurer shall render to the President and Board of Governors, at stated meetings of the Board, or whenever they may require it, correct statements showing the financial condition of the Club.

(d) The Treasurer shall present at the annual meeting a detailed statement of the financial transactions of the Club for the year.

(e) The Treasurer shall furnish the Club a surety bond for an amount approved by the Board of Governors, but at the expense of the Club, conditioned for the faithful performance of the duties as Treasurer.

(f) The Treasurer shall sign all corporate instruments whereunto the signature shall be lawfully required.

(g) There shall be required an annual audit or review of the financial records of the Hiawatha Sportsman's Club, as of December 31st each year, by a competent Certified Public Accountant appointed by the Board of Governors at the October meeting of the Board each year, and that the Board set a time limit for such audit to be completed and that it be submitted at the annual meeting.

(h) The Treasurer and Chair of the Tax, Legal and Audit committee, shall jointly select the auditor and recommend approval by the Board of Governors of that selection.

ARTICLE X. OTHER APPOINTEES:

Sec. 1. The Board of Governors shall select a manager and may select such other employees as said Board may from time to time deem necessary, and shall fix the term and compensation of such manager and employees so selected.

Sec. 2. Under the direction of the Board of Governors, the Manager shall have complete charge of the business administration of the Club during the manager's tenure of office.

Sec. 3. The Manager shall furnish the Club with a surety bond in the amount approved by the Board of Governors, but at the expense of the Club, conditioned for the faithful performance of the duties as Manager.

Sec. 4. The Manager shall sign all reports and instruments when the Manager's signature shall be lawfully required.

Sec. 5. The Club Manager may approve all building permits which fall within the building restrictions and regulations as approved by the Board. Denial of a building permit may be appealed as provided for in Article XXVII, Sec. 6.

ARTICLE XI. VACANCIES:

The Board of Governors shall have the power to fill any vacancies in said Board or in any office of this Club, until the next ensuing annual election, by appointing any member in good standing to occupy the position vacated, except as herein otherwise provided.

ARTICLE XII. CONTRACTS AND CONVEYANCES:

All written contracts and conveyances except as otherwise provided herein, or by law, shall be executed by the President and Secretary.

ARTICLE XIII. DISBURSEMENTS OF FUNDS:

Sec. 1. All funds shall be disbursed by check drawn upon approved depositories.

Sec. 2. All notes, checks (except payroll checks), drafts and orders for payment of money, issued by this Club, shall be signed by the following people, with two signatures required on all checks: Office Manager or Club Manager and Club Treasurer or designated governing board member. Payroll checks shall be signed by the Club Manager or the Office Manager.

Sec. 3. Funds shall be disbursed only as authorized in the annual budget prepared by the Finance Committee and duly approved by the Board of Governors. Funds not authorized in the approved budget shall be disbursed only after authorization by the Board of Governors.

ARTICLE XIV. CERTIFICATES OF MEMBERSHIP ISSUED AND RECORD OF SAME:

Sec. 1. (a) Upon full payment of all proper charges and other indebtedness by the member, there shall be issued to the member a Certificate of Membership. Such Certificate shall be valid only when registered in the name of and held by the member.

(b) The member, to whom a Certificate of Membership is issued, shall in the exercise of all their relations with the Club be subject to all the By-laws, privileges, rules and regulations of the Club.

(c) The By-laws, privileges, rules and regulations as amended or as they may be amended, changed or adopted, and as hereby constituted, shall be considered an essential part of the contract between the Club and the member.

Sec. 2. (a) Certificates of membership of this Club shall be in such form as may be adopted by the Board of Governors, and at the time of the issue shall be signed by the President and Secretary, and attested by the Corporate Seal.

(b) Such certificates shall be issued in numerical order, from a membership certificate book, which shall have the certificate numbered consecutively. Such a book shall contain stubs corresponding in number, upon which the full detail of each certificate shall be entered, together with the receipt from the member.

(c) All surrendered certificates shall be cancelled by the Secretary by writing in ink across the face the word "Cancelled", together with the Secretary's initials and the date of cancellation, and each cancelled certificate shall be replaced in the membership certificate book, securely pasted to the stub, from which it was originally taken, in such manner as to leave all material parts of such certificate and stub conveniently available for examination.

Sec. 3. The member, at the time such Certificate of Membership is issued, may at his or her option designate to have such membership issued in his or her name and that of his or her spouse, or other person approved by the Membership Committee, as the case may be, so the ownership of the membership may follow in the survivor. In cases where membership is issued with rights of survivorship, at the request of the member, full privileges of the membership shall be extended only to the member applicant.

ARTICLE XV. LOTS:

Sec. 1. The Club has set aside and subdivided into lots certain lands and will set aside certain other parcels of land to be subdivided, in order that there may be provided with each membership one lot.

Sec. 2. Each person, at the time of making application to become a member of the Hiawatha Sportsman's Club, shall agree to purchase a lot on lands now platted or on lands which shall be set aside for such purpose, and the ownership of a lot anywhere on the Club property shall be contingent upon a person first becoming a duly accepted member and a member remaining in good standing thereafter. The choice of a lot may be made by the member from any unselected and unsold lot, and the price thereof to be governed by its location and desirability.

Sec. 3. When such a lot has been selected and the member has caused the purchase price and all other indebtedness owing to the Club to have been paid, the member shall be entitled to a deed from the Club conveying the title of such lot to the member and such title to be issued in connection with and made a part of the member's membership and to be subject to the By-laws of the Club, as amended or as they may be amended, changed and adopted, and all building and sanitary restrictions made by the Board of Governors now existing or adopted.

Sec. 4. Should the member to whom title to a lot has been conveyed cease to be a member on account of the non-payment of dues, or should the member cease to be a member on account of being expelled from the Club, and the membership of the member be caused to be sold in accordance with the By-laws of the Club as amended, or as they may be amended, changed or adopted, then at such time the title of such lot, as vested to the member, shall be null and void and the title then shall revert to the Hiawatha Sportsman's Club, its successors or assigns, provided, however, that the reversion of title of such lot shall be subject to any bona fide and duly recorded mortgage, trust deed, lien or other encumbrance upon the real estate at the date of such reversion.

Sec. 5. As the ownership of a lot anywhere on the Club property is contingent upon a person first becoming a duly accepted member and having a membership in the Club; therefore, the title to a lot, as received by the member in connection with such membership, shall not be transferred to another unless an assignment of the member's Certificate of Membership issued by the Club, shall be assigned to the Transferee, who is or shall have first become a duly approved member of the Hiawatha Sportsman's Club. Nor shall a member be allowed to lease or rent such lot, or structure located thereon to any person who is not a member in good standing of the Club. Nor shall a member permit any person, who is not a member in good standing of the Club, to use or occupy such lot, cabin or structure unless the non-member is a bona fide gratuitous guest of the member and such member shall be actually or constructively present during such use or occupancy; "constructively present" includes at the least, the member having fully informed the club office of the details of the non-member guest's identity and period of use or occupancy, the member being fully responsible for said non-member guest at all times and the member retaining complete control of the lot, cabin or structure during such period of use or occupancy; and any use by a non-member guest will be for a definite ascertained limited period of time, not to exceed thirty days.

ARTICLE XVI. TRANSFER OF CERTIFICATE OF MEMBERSHIP AND LOT:

Sec. 1. A membership with lot may be transferred to any person when a person has first made application and has been duly approved for membership, and has made payment of a transfer fee to the Club; provided, however, the owner has first caused to be paid all obligations owing to the Club and has executed a proper deed conveying title to the lot with such membership back to the Hiawatha Sportsman's Club.

Sec. 2. Any membership with a lot in the Club is inheritable. In the event of the death of a member, all right, title and interest in the membership with lot shall descend and be transferred to the survivor (including a trust) as evidenced in the Certificate of Membership and deed issued in conjunction therewith. Such transfer shall be made when such survivor has caused all indebtedness to the Club due on such membership to be paid and shall have first made application for transfer of membership and the same having been approved. The transfer shall be made without payment of a transfer fee. In the event there is no survivor mentioned in the Certificate of Membership, the membership with lot shall descend to the member's estate, and the estate may transfer the membership with lot, after payment of all indebtedness due the Club, to an accepted applicant for membership, even though not an heir, in the usual manner and on the payment of a transfer fee. Should the estate in no manner endeavor to transfer the membership of the deceased member to an

heir or some other accepted party during the administration thereof, all rights or ownership by the estate in such membership and lot shall cease and revert to the Club. No transfer of any membership shall be made by any estate unless all dues and charges against said membership are fully paid, and not more than one person, other than husband and wife, shall have any interest in a membership or lot. Should an improved lot revert to the Club as herein provided, the same shall be disposed of, and the proceeds distributed to the beneficiary or heirs at law of said deceased member, in the same manner as is provided for the disposal of a forfeited improved lot in Article XX of these By-laws.

ARTICLE XVII. LOST CERTIFICATES:

Any member claiming to have lost any Certificate of Membership of this Club issued to the member and upon making proof of such loss by affidavit or otherwise to the satisfaction of the Board of Governors and upon indemnifying the Club in such manner as said Board may require, shall be issued in lieu of such lost certificate, a new certificate marked "Duplicate Certificate, original Certificate No. _____ lost."

ARTICLE XVIII. LIEN ON MEMBERSHIP, LOT(S) AND STRUCTURE(S):

The Club shall have a lien upon the membership(s), lot(s), and structure(s) hereunder acquired of any member of all dues, assessments, and indebtedness of such member, the member's guest or guests, enforceable as hereinafter provided.

(adpt 4-21-07)

ARTICLE XIX. PENALTY FOR NON-PAYMENT OF DUES, ASSESSMENTS AND SUSPENSION:

Sec. 1. Any member who shall neglect or refuse to pay his or her dues as set forth in Article II for a period of sixty days after January 1st of the year for which said dues are payable and/or assessments as set forth in Article XXIX within a period of sixty days from the date of the invoice for the assessment shall be suspended from further rights and privileges of the Club until such time as the dues and assessments are paid.

Dues must be paid on or before February 1st or a penalty will be charged against each membership. This penalty is ongoing and will be charged against each membership for every month the dues remain unpaid. Dues shall be considered unpaid until both dues and penalty fees are paid.

Any assessment must be paid sixty days after the member receives an invoice for the assessment. If an assessment is not paid within sixty days, a penalty will be charged against each membership. This penalty is ongoing and will be charged against

each membership for every month the assessments remain unpaid until both assessments and penalty fees are paid.

Should dues and/or assessments and the penalty fees described above remain unpaid for a period of one year, the lot(s) and membership(s) of such member shall be disposed of in accordance with the manner provided for disposal of property under Article XXI of these By-Laws. It shall be the responsibility of the Secretary upon notification to send a notice of suspension of all Club rights and privileges to any member who has failed to pay his or her dues and/or assessments as required. **(adpt 4-21-07)**

ARTICLE XX. PROCEDURE OF EXPULSION:

Sec. 1. Charges against any member, except for nonpayment of dues, assessments and/or other financial indebtedness, shall be in writing filed with the Secretary. Such charges shall set forth the alleged offense and shall be signed by the complaining member or members. If the Board of Governors shall deem such charges sufficient, if true, to justify expulsion of the accused member, the Board shall cause a special meeting of the Board of Governors to be called for the purpose of hearing proofs and rendering a decision.

Sec. 2. The accused member shall be served with a copy of the charges and notice of such meeting and shall be given a fair and reasonable opportunity to be present. The member shall have the right to introduce evidence in their defense of the charge and to cross-examine witnesses presented against the member. No member shall be expelled except pursuant to a three-fourths majority vote by the Governors present at such meeting.

Sec. 3. Any member so expelled shall have his or her property disposed of as provided for the disposal of lot(s) and/or structure(s) in Article XXI of these By-Laws. **(adpt 4-21-07)**

ARTICLE XXI. DISPOSAL OF PROPERTY:

Sec. 1. Any member who shall be guilty of immorality, or of conduct derogatory to the good name and standing of the Club, or any member who shall be found guilty by the Board of Governors of having violated one or more published rules and regulations or By-Laws or when any member has been under suspension for a period of **TWELVE MONTHS** for nonpayment of dues, assessments and penalties or other financial indebtedness, his or her membership(s), lots(s) and structure(s) shall be ordered disposed of as hereinafter provided.

Sec. 2. **Improved Lot(s):**

The expelled member shall have one hundred eighty days after the date of expulsion to dispose of his or her lot(s) and all structures. Thereafter, the Board of Governors has the option at any time to purchase the lot(s) and all structures thereon from

the expelled member at a value which is twenty percent below the appraised value.

The appraised value shall be determined by a duly licensed real estate appraiser as selected by the parties. If the parties are unable to mutually agree upon the selection of an appraiser within thirty days of the Club exercising its option to purchase, the Board of Governors shall be entitled to select the appraiser. The cost of the appraiser's report shall be shared equally between the Club and the expelled member. At the time the Club is able to sell/dispose of the lot(s) and structure(s) thereon, an accounting shall be made of all expenses incurred and the sale price. Should the income from the sale, minus all expenses incurred, be greater than the amount originally paid to the expelled member, the excess shall be reimbursed to the expelled member. If the expelled member refuses in any way to cooperate with the provisions of this section and the Club is forced to initiate any legal action to enforce the provisions of this section, the expelled member shall be required to reimburse the Hiawatha Sportsman's Club for all costs, including reasonable attorney fees as incurred by the Club.

Sec. 3. Unimproved Lot(s) :

Any member owning an unimproved lot(s) shall forfeit said lot(s) and membership(s) to the Club without any financial remuneration.

(adpt 4-21-07)

ARTICLE XXII. LIMITED OWNERSHIP THROUGH FORECLOSURE:

Sec. 1. Any member who shall have borrowed money on a lot(s) and/or structure(s) or improvements thereon and shall have given as security for the money so borrowed a trust or mortgage deed to the lot owned by the member to a person, firm, partnership, or corporation, and should such person, firm, partnership, or corporation be compelled to foreclose terms thereof, and if through the foreclosure made in accordance with the laws of the State of Michigan, the person, firm, partnership, or corporation who does come into possession of the lot(s) covered by such deed of trust or mortgage, such person, firm, lot(s) covered by such deed of trust or mortgage, such person, firm, partnership, or corporation shall be allowed to hold the title to the lot(s), so acquired, without membership rights, as security until such time as the lot(s) and/or structure(s) can be disposed of to a person who shall have first made application for membership and has qualified to become and is accepted as a member of the Club in accordance with the By-laws as amended.

Sec. 2. Nor shall such person, firm, partnership, or corporation, while lawfully holding the title to such lot(s) and/or structure(s) as herein before provided, use same, lease same, or permit same to be used or occupied by any person other than members of the Club in good standing.

(adpt 4-21-07)

ARTICLE XXIII. FISCAL YEAR:

The fiscal year of the Club shall be the calendar year.

ARTICLE XXIV. AMENDMENTS:

These By-laws, may be repealed or amended by a majority vote of the members voting by **a mail ballot of all members**. By-laws prescribing dues may be repealed, amended, or added to as provided in Article II, Section 4, supra.

Proposed amendments to the By-laws may be recommended by the Board of Governors or by individual members in good standing **upon the presentation of a petition signed by ten percent of the members**. Such signers must be in good standing. Members shall submit their proposals for repeal, amendment or addition to the By-laws, in writing, to the Secretary of the Board of Governors. Such petitions should include a statement of intent and purpose of the proposal and the specific language to be added or deleted. Upon receiving the notice, the Club Secretary shall take immediate steps to mail to the membership a summary of the proposed motion to repeal or amend **along with a ballot for the members to use in voting on the issue**. **The Board of Governors shall send a statement of support or opposition to the member's proposed By-law changes.**

It shall be the responsibility of the Office Manager to maintain a current copy of the Club By-laws and ensure a copy is available at all board meetings.

ARTICLE XXV. ACCEPTANCE OF GIFTS:

The Board of Governors shall have exclusive authority, in the name of the Club, to accept or reject gifts, devises, bequests, donations, contributions or other proffered moneys or properties made, tendered or offered to the Club, and to make the terms and conditions on which the same shall be accepted, excepting gifts testamentary, and to provide the manner in which all such gifts or funds shall be deposited or kept.

ARTICLE XXVI. CLUB PRIVILEGES:

Sec. 1. Subject to Section 4, the privileges of this Club that are permitted to be extended to persons not members of the Club, shall not be extended to anyone unless such person is sponsored by a member of the Club in good standing.

Sec. 2. Club cabins and other Club facilities, that are available for the use of the membership, shall be rented to members only or their personal (not commercial) guests. When specifically sponsored by a member in good standing, and when such facilities are available or their use permitted by guests of such members, all charges shall be made to the sponsoring member or members. No charges shall be made to guests or anyone not a member in good standing of said Club.

Sec. 3. Subject to the provisions of Section 2, on the recommendation of a duly authorized committee of this Club, the Board may authorize other Club related activities.

Sec. 4. Under terms and conditions established by the Board, the Board may authorize the limited seasonal use of snowmobiles by non-members of specifically designated trails crossing Club property which are groomed by the Department of Natural Resources or its contractee. If authorization is granted under this section, non-members are strictly prohibited from using Club property and trails which are not groomed by the Department of Natural Resources or its contractee.

Under Section 4, the Board retains the discretion to authorize, prohibit, limit and condition the use of Club property. Nothing in Section 4 shall be construed to require the repeal of Section 4 if the Board, in its discretion, chooses to restrict, limit or prohibit the use of Club property by non-members.

ARTICLE XXVII. BUILDING RESTRICTIONS AND REGULATIONS:

Sec 1. Except as provided in Article X, Sec. 5, no structure of any kind shall be erected on any lot within the Club until the owner, or owners thereof shall have first obtained a building permit from the Operations Committee.

Sec. 2. No structure shall be permitted to be erected that has a ground floor space of less than seven hundred sixty-eight square feet, excepting rumpus room or guest cottages that may be built as adjuncts to a pre-existing master structure.

Sec. 3. No trailer house, mobile home or garage house shall be permitted to be erected or maintained upon any property within the Club boundaries, except campers or trailers which will be permitted in the trailer parking area established by the Club for members and their guests. Recreational vehicles, including tent wheel campers, truck campers, motor homes and travel trailers may be parked on member's lots under the following conditions:

(a) The member wishing to park or store such a vehicle on his/her lot must be in residence in his/her structure while such a vehicle is parked or stored on his/her property.

(b) Such vehicles must be parked not closer than ten feet from the lot line.

(c) The vehicle must not be used for housing.

(d) The vehicle must be operational at all times, bear a legally valid license plate and must in fact be parked on a member's lot for between trip storage and not as a permanent fixture.

(e) The parking or storage of any recreational vehicle shall not create a nuisance or hardship to an adjacent lot owner. Upon filing of a written complaint by an adjacent lot owner, setting forth the reason why the lot owner feels such parking or storage is detrimental, the Operations Committee, after due consideration, may order the vehicle removed. After such action either party may appeal the action as provided in Sec. 6 of Article XXVII. In order to regulate and control visiting recreational vehicles which from time to time arrive sometimes unannounced for visits to Club members, it is expedient that the following rules be adopted: (1) Only one visiting recreational vehicle at a time shall be permitted on a member's property; (2) Such a visiting recreational vehicle must be parked in accordance with all rules governing members vehicles; (3) Such a visiting vehicle may not be parked on the property of a Club member for more than seventy-two hours; (4) The property owner will be responsible for the visitor and must take due precaution against such a visiting recreational vehicle creating a nuisance or hardship to an adjacent property owner.

Sec. 4. No structure shall be permitted to be erected or remain on any property within the Club boundaries unless the same shall be of a permanent nature and the exterior thereof shall be covered with exterior finishing material. Nor shall any such structure be advertised for commercial, professional or business purposes.

Sec. 5. The Operations Committee may require anyone seeking a building permit to supply the Committee with such plans, specifications and other details of such proposed building that the Committee may deem necessary to enable it to properly pass upon the granting of such permit.

Sec. 6. Any Club member feeling himself aggrieved by the action of the Operations Committee may appeal to the Board of Governors by setting forth the reasons for such appeal in a letter directed to the Club Secretary, and such member may appear in person before the Board of Governors at its next regular

meeting to be heard. The action of the Board of Governors on such appeal shall be final.

Sec. 7 (a). The exterior of an owner's structure shall comply with the requirement for a finished exterior appearance, as set forth in Article XXVII, Sec. 4.

(b) Any owner of a structure within the Club boundaries who fails or refuses to maintain their dwelling's appearance and surrounding property so it is compatible with generally accepted upkeep in their neighborhood, shall be subject to a grievance.

(c) The Club, upon receiving a written grievance, shall notify, in writing, any member deemed in violation of any provision in this article. This notification will contain a description of the violation, what must be done to correct the violation and a date specified for compliance.

(d) If the violation has not been corrected within the time specified in the notice, the Club is authorized to take any corrective measures necessary to ensure compliance with the provisions of this article, and charge the person for the cost of the remedy necessary to correct the violation of the provisions of this article.

ARTICLE XXVIII. LITIGATION:

In the event a member, a member of a member's family or a guest of a member commences litigation against the Hiawatha Sportsman's Club which is concluded by final order or judgment in favor of the Club, the member shall be assessed the actual costs including attorney fees, incurred by the Club in its defense of such action. The Treasurer shall give written notice to the member of such costs, including the attorney's statement of costs, and such assessment shall be paid in full within thirty days of the mailing of such notice and, if not so paid, shall become a lien upon the member's membership, structure and lot and the member shall be expelled as provided for under the provisions of Article XX.

ARTICLE XXIX. IMPROVEMENTS AND ASSESSMENTS:

Sec. 1. For purposes of general improvement of roads or other projects for the general advantage of affected property owners, a majority of such affected property owners desiring the improvement, may petition the Board to give twenty one days notice to all affected property owners of the petition pending before the Board of Governors. The notice shall contain a copy of the petition and a ballot to be returned to the Board of Governors. The ballot will be structured to permit affected

property owners to vote for or against the improvement. If the majority of the affected property owners vote for the improvement, the Board of Governors shall meet and vote to determine whether to proceed with the proposed improvement. If the Board of Governors approve the project, each affected property owner shall be assessed for an equal share of the cost of the improvement.

Prior to mailing the ballot, the property owners who petitioned for the improvements shall pay the Club the cost of preparing and mailing the notice and ballot to all affected property owners.

BY-LAWS 10-16-10