

## BYLAWS OF PIONEER PARK, LTD.

Accepted: August 30, 2014

The following Code of Bylaws shall apply to PIONEER PARK, LTD., a Wisconsin non-stock non-profit corporation incorporated July 18, 1977. The Restated Articles of Incorporation (July 25, 1981 & July 4, 1986), filed with the Secretary of the State of Wisconsin and recorded in the Office of the Register of Deeds for Dane County, Wisconsin, are hereby made a part hereof.

### ARTICLE I NAME

The name of the corporation created herein shall be Pioneer Park, Ltd. It shall be referred to as the "Park." The corporation shall have no seal.

### ARTICLE II MEMBERSHIP

#### Section 1: Composition

- a. The members of the Park shall be determined by the Board of Directors.
- b. Membership is open to any person without regard to race, color, religion, sex, or national origin who, except as may be provided elsewhere in these Bylaws, meets all of the requirements.

#### Section 2: Requirements

Members must:

- a. be adults or trustees of a family or personal trust, but not a business or an organization.
- b. have been accepted for membership by the Board of Directors.
- c. agree to own the membership for their own account with the intent to use the facilities for camping and recreational purposes only, and that they will neither rent their sites nor make them available to anyone in exchange for donations.
- d. have executed the membership agreement acknowledging receipt in writing of the Park's, Bylaws and current standing Rules.
- e. be in good standing with the Park.

#### Section 3: Rights and Obligations

##### a. General

(1) All members are granted equal rights and benefits and are subject to the obligations of the Bylaws and standing Rules.

(2) Except as otherwise provided herein, each membership carries with it the exclusive right to

the use of a designated campsite.

(3) Every member shall be responsible for the prompt and full performance of all obligations imposed under these Bylaws and the Rules and shall be subject to such penalties as the Board of Directors may impose under the Rules for failure of such performance.

(4) The Park shall maintain a current directory of its membership. Each member shall provide the basic information needed for Park records as well as changes when it is necessary. Unless such notice of change is given, the Park will rely on the address and telephone number shown on its records. Park directories will only be provided to those that agree to submit information for distribution to others who have also provided their information for distribution.

b. Rules

(1) Rules adoption requires a majority vote of the membership

(2) Implementation: Rules become effective 30 days after passage, unless the Board of Directors would rule on an emergency measure which becomes effective immediately. It shall be posted at the Clubhouse throughout one full camping season.

(3) Once adopted, the Rules, and any limitations provided for therein, shall be binding on all persons using the Park. Rules shall be consistent with law, the Restated Articles of Incorporation and these Bylaws.

c. Maintenance and Repair:

(1) Every member must promptly perform all maintenance and repair work as required by the Rules

d. Grievances:

(1) All matters of dispute or grievance regarding the use and operation of the Park shall be taken first to the park manager and, if not adequately resolved, shall be presented to the District Director and then may be presented in writing for the consideration of the Board of Directors. Realizing the overall authority of the government of the municipality in which the Park is located and its exclusive right to take police action and enforce its properly enacted ordinances, it is the intention that the Park serve to handle, as far as possible and permitted by law, all those matters which might otherwise cast regulatory and enforcement burdens on local government authorities.

e. Maintenance of Utilities:

The Park shall be responsible for the proper maintenance and repair of any and all private sanitary disposal services (including holding tank systems and sewer laterals to municipal hook-ups), water (including private well systems and laterals to municipal hook-ups), and electric utilities. It is understood that the Park's responsibility includes the periodic maintenance and

replacement, if necessary, of all components of the system such as the pumping tank, the drain fields and all connection pipes which are not part of the individual site. However, each member is responsible to the Park for the pro rata costs of the aforementioned maintenance, repairs, or replacement by paying the maintenance fees or assessments made in accordance with these Bylaws. If a holding tank (which is part of a recreational vehicle) is used in lieu of connection to the Park sewerage system, the member, at his/her expense, shall be responsible for pumping the holding tank at regular intervals to keep the area pollution free.

f. Utilities.

Re: Dissolution and/or Merger.

Prior to any dissolution and/or merger of the Park, thirty (30) days' notice of such action shall be given to each member, Department of Work Force Development and then the Public Service Commission shall hold a hearing in accordance with Section 196.78 of the Wisconsin Statutes. No proposed dissolution and/or merger of the Park shall be consummated until the Public Service Commission shall have made its determination as to the responsibility for maintenance of the utilities. It is understood that this requirement may be waived by written consent of the Public Service Commission.

#### Section 4: Membership Transfer

- a. Membership must be in good standing to qualify for transfer unless approved by the Board.
- b. Membership transfers shall be permitted at any time and shall be approved by the Board of Directors, except those to a spouse, which do not require approval. No transfers are permitted if expulsion proceedings pursuant to Section 6 have been initiated.
- c. Membership shall not terminate at death, but transfer of membership at such time shall be subject to the current Rules and Bylaws of the Park.

#### Section 5: Suspension of Membership

- a. A member is placed on suspension if debts owed exceed 60 days past due. Notification of outstanding debts shall be sent first class mail, email, or hand delivered at 30 days and at 60 days after due date. Those members who pay only half of their dues on May 15th will receive a 30 day notice on/about June 15th that full dues are due no later than July 15th. Notice will be given by 1st class mail, email or hand delivered to the member. Unless prior approval has been granted by the Board of Directors because of unusual circumstances those who have not paid full dues by July 15th will receive a 60 days past due notice (signed by the Manager and Board President/designee) and placed on suspension. Any such approval will include a MUST pay by date.
- b. Upon suspension the membership privileges cease, including but not restricted to, the use of any of the Park's property unless approved by the Board of Directors.
- c. Suspension of privileges shall not relieve the member of fiscal obligations incurred or assessed at present or in the future.

- d. A suspended member shall be reinstated to good standing by payment of all debts and obligations owed the Park.

## Section 6: Termination of Membership

- a. The holder of a membership shall be automatically expelled, without any further action by the Board of Directors if the holder of a membership has been suspended continuously for a period of three years.
- b. A member may be expelled if the member is found guilty of conduct likely to endanger the welfare, interest or character of the Park
- c. If one or more holders of a membership is/are found guilty of conduct likely to endanger the welfare, interest or character of the Park, subject to hearing rights contained in this section, a membership shall be terminated upon a vote of four-fifths (4/5) of the Board of Directors.
- d. Notification
  - (1) Notification in writing, from the Board President, shall be by first class mail at least 30 days prior to the effective date of the expulsion.
  - (2) The notice shall itemize the charges against the holder of the membership.
  - (3) The notice shall provide for the right to appear before the Board of Directors to present evidence at a full evidentiary hearing.
  - (4) Upon expulsion, the former holder of the membership shall be notified in writing, by the Board President, of the effective date of the expulsion. Said notice shall specify a date for the removal of all personal property from the expelled holder of a membership's member's site. Any property not removed shall be deemed to have been abandoned and may be disposed of by the Park at the Board of Director's discretion.
- e. Reconsideration
  - (1) A member or holder of a membership shall have the right to request reconsideration of the expulsion at a meeting of the Board of Directors.
  - (2) The request shall be in writing to the Secretary of Board of Directors by registered or certified mail within 30 days of the holder of the membership/member's notice of expulsion.
  - (3) The request shall be considered at the next Board of Director's Meeting or at a specially called meeting of the Board of Directors for that purpose. At such meeting the expelled holder of the membership/member shall:
    - (a) be given the opportunity to be heard and to present applicable and relevant evidence

in his/her defense.

(4) An expelled member will not be allowed on Park property unless approved by the Board of Directors.

(5) A four-fifths (4/5) vote of the Board of Directors present is required in order to rescind the expulsion. The decision of the Board of Directors is final.

f. Disposition of the membership following expulsion.

(1) All rights of the holder of the membership in the Park or in the Park's property, including the right to use the campsite previously assigned to the holder of the membership/member shall cease.

(2) The Park may issue a new membership and exclusive use of the expelled holder of the membership/member's campsite to the new member.

(3) The expelled holder of the membership shall have no right to any proceeds received by the Park from the sale of such membership.

(4) The receipt of such proceeds shall not relieve the expelled holder of the membership/member from fiscal obligations or any debts owed to the Park.

## Section 7: Resignation

a. A member in good standing may resign provided:

(1) The member continues to pay the fiscal obligations or be subject to suspension or expulsion.

(2) If the Park secures a purchaser for the membership, the resigning member shall receive as payment the purchase price obtained, less any amount owed the Park to and through the date of transfer.

## ARTICLE III MEMBERSHIP/ANNUAL MEETINGS

### Section 1: Members' Meeting

a. The Members' Meeting of the Park shall be held on the Saturday of the Memorial Day Holiday weekend of each year at 10 a.m. at Pioneer Park Campground. The Board of Directors may, by resolution, change the date, time or place of the meeting provided notice of not less than 30 days is given to the members through the Park's newsletter, written notification or other method of notice, reasonably intended to provide notice, is given to the members.

### Section 2: Annual Meeting

a. The Annual Meeting of the Park shall be on the Saturday of the Labor Day weekend of each year at

10 a.m. at the Pioneer Park Campground. The Board of Directors may, by resolution, change the date, time, or place of the Annual Meeting provided notice of not less than 30 days is given to the members through the Park's newsletter, written notification or other method of notice, reasonably intended to provide notice, is given to the members. It is at this meeting that Directors up for election will be elected for their respective District.

### Section 3: Special Meetings

- a. Special meetings may be held at any time upon the call of the President or upon written request by a majority of the Park Board of Directors or by owners of 20% of the membership.
- b. The Special Meeting shall be held within 45 days of the request unless the request specifies a longer period. The time and place of the meeting shall be determined by the President.

### Section 4: Notice of Meetings

- a. Delivery of notice: Meeting notices shall be hand posted at the clubhouse bulletin board 30 days before a meeting date.
- b. The failure of a member to receive the notice shall in no way invalidate the meeting.
- c. The notice of the meeting shall include the type of meeting, the place, date, time, purpose of a special meeting and agenda. Place, date, and time are subject to change due to unusual circumstances such as weather. It shall also specify whether or not a ballot and/or proxy may be used in lieu of attendance, Copies of all documents may be obtained from the clubhouse office.
- d. A member may submit a written request or sign a Park form authorizing the Park to send Park notices or information via email rather than regular mailings. This would include all information previously mailed to the member EXCEPT election ballots or proxies unless a replacement proxy is requested by email. Replacement ballots will not be provided.

### Section 5: Quorum

Forty-five percent (45%) of the membership (197) shall constitute a quorum and need to be present in person or by proxy. Proxies properly held by their designee must be filed at the clubhouse by 5 p.m. the day prior to the meeting.

### Section 6: Voting

Each membership which is current and in good standing shall be entitled to one indivisible vote per membership site either in person, proxy or ballot. If multiple votes are submitted, all votes of that membership shall be considered void.

## Section 7: Proxies

- a. A holder of a membership may give another person authority to represent them and vote for them on their behalf in their absence at meetings of the Park.
- b. Such proxies shall be filed with the Park Office and will be valid for 11 months from the filing date.
- c. A proxy may grant full or limited voting rights and may contain instructions, which shall be binding on the proxy holder.
- d. Each proxy sent with a meeting notice shall indicate the last date on which it must be filed, be signed and dated by the member and give the representative's name and membership site number.
- e. On proxies sent with a meeting notice, each issue shall be voted on separately on the proxy. Items not on the meeting agenda or items of "New Business" may not be brought to a vote at that meeting unless a majority of the members present agree.
- f. A member submitting a proxy may cancel that proxy prior to the call to order of the meeting by notifying the Park Secretary in writing, in person, or check in with your District at the meeting.

## Section 8: Representatives

- a. A representative is any personal representative, executor or administrator of an estate of any holder of a membership, guardian or trustee for any holder of a membership's voting rights.
- b. Such person shall file an affidavit or other written proof of his/her status with the Park Office, who will in turn notify the Secretary of the Board of Directors.

## Section 9: District Meetings

- a. Each District Director shall hold a District meeting within his/her district yearly prior to the Annual meeting.
- b. Notice of District meetings shall be given in an adequate fashion at least two weeks prior to the meetings.
- c. Nominating Committee.

(1) Each District shall maintain a nominating committee of three (3) members.

(2) The nominating committee members shall serve for a term of three years.

## ARTICLE IV BOARD OF DIRECTORS

### Section 1: Number and Qualifications.

- a. The Board of Directors shall be composed of five (5) Directors, one Director from each of the five (5) Districts. No voting member and spouse who own sites in more than one district can hold more than one position on the Board as Director and/or Alternate Director.
- b. Directors and Alternate Directors shall be members in good standing.
- c. Directors and Alternate Directors shall agree to remain current in their knowledge of these Bylaws and the Rules of the Park and shall oversee membership compliance with the Bylaws and Rules of the Park.

### Section 2: Election of Directors

- a. Each District shall elect one Director to serve on the Board of Directors. The Director shall be elected by written ballot from among a slate of candidates selected by either the nominating committee maintained by the District, or after having received ten nominations from within that candidate's District. The candidates for Director must be submitted to the Board of Directors prior to the July Board meeting for approval.
- b. The ballots will be mailed.
- c. The ballots shall provide for write-in votes.
- d. Voting shall be by secret ballot and the anonymity of the voter shall be preserved.
- e. The ballot shall be executed by the authorized person and returned by mail or in person to designated representative at the Park Office.
- f. The candidate receiving the greatest number of votes for Director in each District shall be elected Director.

### Section 3: Election of Alternate Directors

- a. Each District shall elect one Alternate Director by written ballot from among a slate of candidates selected by either the nominating committee maintained by the District, or after having received ten nominations from within that candidate's District. The candidates for Alternate Director must be submitted to the Board of Directors prior to the July Board meeting for approval.
- b. The ballots will be mailed.
- c. The ballots shall provide for write-in votes.
- d. Voting shall be by secret ballot and the anonymity of the voter shall be preserved



- e. The ballot shall be executed by the authorized person and returned by mail or in person to the designated representative at the Park office.
- f. The candidate receiving the greatest number of votes for Director in each District shall be elected Director.
- g. The Alternate Director will serve on the Board of Directors in the absence of the Director of his/her respective District. When any such absence occurs, the Alternate Director shall have, and exercise, all powers of the Director including the power to vote on any issue. The Alternate Director cannot make a motion, second a motion or vote on the motion if the Director is present.

#### Section 4: Term of Office

- a. The term of office shall be three (3) years.
- b. The Directors and Alternate Directors shall hold office until their successors have been elected.
- c. At the time any Director/Alternate Director puts their membership (site) up for sale, (without purchase of a different site in the Park) he/she must resign their position on the Board

#### Section 5: Board of Directors Vacancies

- a. In the event of a vacancy on the Board of Directors, if the Alternate Director within that District is available to serve, he/she shall become the Director. If unable to serve, an election will be held to fill that vacancy. The Board of Directors will appoint a District representative until such election can be held.
- b. Each Alternate Director who becomes the Director shall be a Director until the end of the current term of office.
- c. Vacancies of a Directorship on the Board of Directors shall be filled by an election within the District if the office of Alternate Director is also vacant. The Board of Directors will appoint a District representative until such election can be held.
- d. In the event of a vacancy for a district alternate director for a term greater than six months an election shall be held as soon as possible during the regular vacation season. If the vacancy will be for a six month or less term, an Alternate Director from the respective district shall be appointed by the Board of Directors to fill the term until the next regular election for the Park.

#### Section 6: Removal of Directors

- a. A meeting of the membership of the affected District shall be called by the nominating

committee in a timely manner upon the petition of forty five percent (45%) of the District's members.

- b. Except in the case of an emergency, notice of the meeting will be provided by first class mail, email, posted or hand delivered at least 14 days prior to the meeting and shall contain notice of the proposed removal.
- c. A Director or Alternate Director may be removed as a Director or Alternate Director, with cause, by a majority of the membership votes from within his or her District.

#### Section 7: Board of Director Compensation

- a. No compensation shall be paid to the Directors, Alternate Directors or Officers for their services as Directors, Alternate Directors or officers except for reasonable and proper out-of-pocket expenses submitted in writing and expressly approved by the Board of Directors.

#### Section 8: Annual Board of Director's Meeting

- a. The Annual Board meeting of the Board of Directors shall be held immediately following the Annual Meeting of the Park, providing that a majority of the Directors are present. The meeting will include the election of officers for the next year.
- b. No notice shall be necessary to the newly elected Directors.

#### Section 9: Regular Board of Directors Meetings

- a. The time and place of regular board meetings shall be determined by a majority of the Board of Directors.
- b. In-Season Meetings. The Board shall endeavor to meet monthly during the regular vacation season (April 15 through October 15). However, should an emergency arise which could affect the welfare of the Park, the President shall have the right to call a meeting of the Board of Directors during the off-season. (See Section 10; Special Board of Directors Meetings).
- c. Budget Meeting: The Board of Directors shall meet during the first fiscal quarter of each year to prepare and approve a budget for the Park for the following fiscal year.

#### Section 10: Special Board of Directors Meetings

- a. Special meetings of the Board of Directors may be called by the President or within 7 days of the President's receipt of a written request of at least two Directors.

- b. The time and place of the meeting shall be determined by the President.

#### Section 11: Notice of Board of Directors Meetings

- a. Notice of all meetings, including the budget meeting, shall be given to each Director and Alternate Director, personally, by mail, telephone, fax or E-mail at least 72 hours prior to the date of the meeting. Notice shall be effective upon transmission. It shall be the duty of the Directors and Alternate Directors to keep the Secretary advised as to where they may receive notice; otherwise, the addresses provided in Article II, Section 3.a 4/ shall be used.

#### Section 12: Waiver of Notice

- a. Before or at any meeting, any Director may, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice.
- b. Attendance by any Director at any meeting shall be waiver of notice of the time and place thereof.
- c. If all the Directors are present at any meeting, no notice shall be required and any business may be transacted at such meeting.

#### Section 13: Manner of Board of Director Meeting

- a. Any regular or special meeting may be held in person or by telephone conference call.

#### Section 14: Board of Directors Minutes

- a. Minutes of all meetings shall be promptly reduced to writing and distributed to all Directors /Alternate Directors and posted at the Clubhouse.

#### Section 15: Unanimous Consent without a Board of Directors Meeting

- a. Any action required or permitted by these Bylaws or any provision of law to be taken by the Board of Directors at any meeting may be taken without a meeting, if consent in writing, setting forth the action taken, shall be signed by all of the Directors then in office. Any such action shall be recorded in the minutes of the next meeting.

#### Section 16: Board of Directors Quorum

- a. A majority of the Directors shall constitute a quorum for the transaction of business at all meetings of the Board of Directors.
- b. All acts of business shall be approved by no less than three (3) Directors.

#### Section 17: Open Board of Directors Meetings

- a. Any member may attend any annual, regular or special meeting of the Board of Directors. Those portions of meetings dealing exclusively with personnel matters shall be closed to the membership.

#### Section 18: Committees

- a. The Board of Directors shall appoint a Finance Committee and a Long Range Planning Committee. The Board may also appoint other standing and special Committees, as needed, by the vote of a majority of the Board of Directors.
  - 1. Members so appointed shall be members in good standing and shall not be in violation of Article II, Section 3, of these Bylaws.
  - 2. No District shall have a majority membership on any committee appointed by the Board of Directors.
- b. Other standing committees may be: Bylaws, Rules and Activities committees.
- c. Each standing committee is to have one or more Directors elected by the Board of Directors as a member.
- d. Each standing committee shall submit minutes of all meetings to the Board of Directors and submit a written report to the Board at the annual meeting to include all activities and financial information if appropriate.
- e. Each standing committee shall have those powers specifically enumerated by the Board of Directors.

### ARTICLE V OFFICERS

#### Section 1: Composition

- a. The principal officers of the Park shall be- President, Vice-President, Secretary and Treasurer.
- b. The officers shall be elected from and by the Board of Directors.
- c. The Board of Directors may appoint an Assistant Secretary and Assistant Treasurer as needed with such duties as it deems necessary. These appointees do not have to be Directors/Alternate Directors and will not be voting members of the Board of Directors.

#### Section 2: Election

- a. The officers of the Park shall be elected after the annual meeting of the Board of Directors.

#### Section 3: Term

- a. The officers of the Park shall hold office for 1 yr.

#### Section 4: Removal of Officers

- a. An officer elected by the Board of Directors may be removed from office, for cause, by a majority vote of the Directors at any meeting of the Board of Directors or may be removed, for cause, by a majority vote of the membership at any meeting. In either instance notice of the proposed removal must be included in any required notice of the meeting and cause shall be as defined in Article IV,

#### Sections 5: Vacancies

- a. A vacancy in a principal office shall be filled by the Board of Directors.

#### Section 6: Job Descriptions

- a. President. The President shall be the principal officer of the Park. He/she shall preside at all meetings of the Park and of the Board of Directors. He/she shall direct the Manager as defined in article VI. After consulting with the Board of Directors, he/she shall conduct an annual review and evaluation of the Manager with the Board. This review and evaluation shall be conducted prior to the budget meeting each year. He/she shall have all the power and duties as set forth in these Bylaws or as delegated by the Board of Directors.
- b. Vice President. The Vice President will take the place of the President and perform those duties whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors will appoint some other member of the Board of Directors to do so on an interim basis. The Vice President will also perform such other duties as shall from time to time be delegated by the Board of Directors.
- c. Secretary. The Secretary/designee shall keep the minutes of all meetings of the Board of Directors be charged with giving all notices, including those of regular and membership meetings as provided by the Bylaws, certify copies of the Park documents as amended from time to time, upon request, and have other powers and duties as set forth in these Bylaws, or as delegated by the Board of Directors.
- d. Treasurer. The Treasure/designee will keep the financial books and records of the Park, Appropriate notices relating to annual fees. The Treasurer also:
  - (1) Will be given and supervise the collection of amounts due the Park.
  - (2) Will certify upon request, the fee due from any member,
  - (3) Will provide a financial report for distribution.
  - (4) Will have such other powers and duties as set forth in these Bylaws or as delegated by the Board of Directors.

## ARTICLE VI MANAGEMENT

### Section 1: Management of the Park

In addition to any other powers set forth within these Bylaws, the Board of Directors shall have policy control and responsibility for the management of the Park. They shall also have powers and duties up to and including the following:

- a. Approval or rejection of new members and proposed transfer of membership.
- b. Selection and retention by agreement of an Operations Supervisor to direct and operate the Park under the policies established by the Board of Directors.
- c. The President and Board of Directors will conduct a yearly evaluation of the Operations Supervisor.
- d. Proposal of rules to be adopted by a majority vote of the Board of Directors.
- e. Establishment of penalties, including money fines, for the breach of Park Rules.
- f. Adoption of a budget for the Park and assessment of annual membership dues.
- g. Determination of the types and amounts of insurance coverage to be carried by the Park and provision of information on this coverage to the members.
- h. Approval of all major repairs and maintenance activities. Anyone non-budgeted expenditure approved by the Board of Directors is limited to \$4,000.00 except in the case of emergency. In this instance, an emergency shall be defined as: any occurrence, lack of occurrence, interruption or interference with the normal maintenance and operation of the Park, the safety and wellbeing of the membership or any member.
- i. Submission of a written report at least annually to the members on the physical and financial condition of the Park.

### Section 2: Manager

- a. The Board of Directors shall retain an Operations Supervisor upon such terms and conditions as shall be determined by the Board of Directors, as stipulated by the agreement. The President/designee will direct the Operations Supervisor.
- b. In order to avoid any and all conflicts of interest in the efficient and orderly operation of Pioneer Park, no past or present member of the Park will be allowed to hold the position of Park Operations Supervisor or any other paid managerial position within Pioneer Park.

## ARTICLE VII LIABILITY OF OFFICERS

### Section 1: Exculpation

- a. No Director or officer of the Park will, in his or her capacity as Director or officer rather than as a member, be liable for acts or default of any other Director, officer or member or any loss sustained by the Park or any member thereof, unless the same has resulted from his/her own willful misconduct or negligence. Nothing contained in this section shall exempt such Director or officer from the liabilities and obligation of members as provided by these Bylaws.

### Section 2: Indemnification

- a. Every Director and officer of the Park shall be indemnified by the Park against all reasonable costs, expenses, and liabilities (including counsel fees) actually and necessarily incurred by or imposed upon him or her in connection with any claim, action suit, proceeding, investigation, or inquiry of whatever nature in which he or she may be involved as a party or otherwise by reason of his or her having been a Director or Officer of the Park at the time of the incurring or imposition of such costs, expenses, or liabilities, except in relation to matters as to which he or she shall be finally adjudged in such action, suit, proceeding, investigation or inquiry to be liable for willful misconduct or negligence toward the Park in the performance of his or her duties, or in the absence of such final adjudication, any determination of such liability by the opinion of legal counsel selected by the Park. The foregoing right of indemnification shall be in addition to and not in limitation of all rights to which such persons may be entitled as a matter of law and shall inure to the benefit of the legal representatives of such person.
- b. In the event that a claim for indemnification against liability arising out of the Securities Act of 1933 (other than the payment by the registrant of expenses incurred or paid by a Director, officer or controlling person of the Park in the successful defense of any action, suit or proceeding) is asserted by such Director, Officer or controlling person in connection with the securities being registered, the Park will, unless in the opinion of its counsel the matter has been settled by the controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

## ARTICLE VIII FISCAL POLICIES

### Section 1: Fiscal Year

- a. The fiscal year of the Corporation shall begin on the first day of May in each year and end the last day of April in the succeeding year.

### Section 2: Execution of Instruments Applicable to Accounts Payable

- a. Any accounts payable invoice, bill, payroll or other such instrument must be reviewed, approved and initialed by such person or persons as shall be provided by general or special resolution of the Board of

Directors or in the absence of any such resolution applicable to such instrument, by the President, Vice President, Treasurer or Secretary. This same person or the Park President, Vice President, Secretary or Treasurer should also sign the check or payment device. Two different authorized signatures shall be required on all checks drawn on the Pioneer Park Checking account, with no exceptions. No employee or an immediate family member (spouse/parent/child) of a paid Pioneer Park employee will ever be authorized to sign a check drawn on the Pioneer Park checking account or any other Park account.

### Section 3: Annual Dues

- a. The cost of operation and maintenance of the Park and campground, expenses related to it including insurance and taxes, and the accumulation of reserves for replacements and extraordinary matters will be shared by all members and paid annually based upon the budget developed by the Board of Directors.

### Section 4: Assessment

- a. The net amount of budgeted expenses, derived from totaling all projected expenses and reserves and subtracting projected non-dues income, shall be divided by the number of memberships (including those members suspended as of the date the assessments are determined) to determine the amount due from each member. The Park shall notify each member of the amount of annual dues. All such maintenance fees/dues shall be due on May 15th of the year for which they are assessed. Unless the member has given written notice to the Park that they will pay half (1/2) dues on/before May 15th and the second half (1/2) dues on/before July 15th, ALL dues will be due May 15th. Those members who gave written notice of the above (2 payments of 1/2), will get a letter on/about June 15th (30 day notice) to say the remainder of dues are due no later than July 15. If ALL dues are not paid in full by July 15th and no arrangements were made AND approved by the Board of Directors, the dues are 60 days past due (May 15th). A 60 day late notice (signed by the Manager and the Board President/designee) will be mailed and the member is placed on suspension until all outstanding debts are paid. (See Article II, Section 5a) Any dues not paid **when** due shall be assessed a \$25.00 penalty. In addition; a service fee of 5% per month will be assessed on any unpaid portion of the Dues and or any unpaid non-dues responsibility until they are paid in full, plus any out-of-pocket expenses including reasonable attorney's fees incurred by the Park in collection of these assessments.

### Section 5: Statement of Assessments

- a. The Board of Directors through the Treasurer, shall promptly provide any member requesting the same in writing, with a written statement of all unpaid dues from such member, and shall so certify if requested.

### Section 6: Special Assessments

- a. If non-budgeted expenses arise against which there is no reserve, a special assessment may be levied by the Park. If the special assessment per membership is equal to less than the last regular per member assessment under Section 4, the special assessment may be levied only by



a majority vote of the Board of Directors. If it is greater, it may be levied only by a majority vote of the holders of memberships. All special assessments shall be due in full upon receipt of the notice unless otherwise specified. Any special assessments not paid within thirty (30) days shall be assessed a service fee of 5% per month until they are paid and any out-of-pocket expenses, including reasonable attorney's fees incurred by the Park in collection of these assessments, in addition to loss of membership privileges.

#### Section 7: Fines

- a. All monetary fines assessed for the breach of any Park Rules shall be due upon assessment. Any fines not paid within ten (10) days shall be assessed a service fee of 5% per month until they are paid and any out-of-pocket expenses, including loss of privileges and reasonable attorney's fees incurred by the Park in collection of these assessments.

### ARTICLE X PARLIAMENTARY AUTHORITY

#### Section 1: Governing the Club

The rules contained in the current edition of Roberts' Rules of Order, Newly Revised, shall govern the Park in all cases to which they are applicable and in which they are not inconsistent with these Bylaws and any special rules the Park may adopt.

- a. These Bylaws may be amended by a majority (220) vote of the membership. The amendment(s) must have been made available to the holders of memberships in writing/email/website or other means at thirty (30)-days prior to the vote.