

SKP CO-OP RV RETREAT, INC.
3241 S. MONTGOMERY RD.
CASA GRANDE, ARIZONA 85193
520-426-3589

BYLAWS DOCUMENT

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ARTICLE I. NAME, STATUS AND PURPOSE

ARTICLE I, SECTION 1. NAME

The Corporation shall be known as the SKP Co-Op RV Retreat, Inc., and shall be referred herein as the Co-Op.

ARTICLE I, SECTION 2. ORGANIZATIONAL STATUS

- A. The Co-Op is a non-profit corporation organized under the laws of the State of Arizona.
- B. The Co-Op as a 55 and over facility is in compliance with the U.S. Department of Housing and Urban Development regulations.
 - 1. A minimum of eighty percent (80%) of the Co-Op units shall be occupied by at least one (1) person age fifty-five (55) or older.
 - 2. Persons under the age of eighteen (18) are restricted to fourteen (14) days of occupancy in any three hundred and sixty-five (365) day period.
- C. All Co-Op income, except from social activities or donations, shall be used for maintenance, operations or improvements. No Co-Op income shall benefit any member except as stipulated in this Bylaws Document.
- D. The principal office of the Co-Op shall be located in Pinal County, Arizona.

ARTICLE I, SECTION 3. PURPOSE

The purpose of the Co-Op is to provide a higher quality of RV living at a lower cost than is possible with rental or private ownership, to form a community of people based on the concepts of "caring and sharing", to provide educational, charitable and cultural advantages for the membership of the Co-Op and the Escapees RV Club and to provide a place for members of the Escapees RV Club to park in self-contained RV homes.

ARTICLE I, SECTION 4. RECREATIONAL VEHICLE DESCRIPTION

- A. RV (recreational vehicle) eligible for entry into the Co-Op must conform to the following description:
 - 1. Maximum measured length of forty (40) feet. (See Rules Sec IV,A,1 for definition of "measured length")
 - a. Any member with an RV exceeding forty (40) feet prior to March 17, 2016 is grandfathered, and may keep that RV until such time as that lot is relinquished and/or a new RV is purchased. At that time, the RV measuring greater than forty (40) feet must be removed from the park, and any newly purchased RV brought into the park must comply with the forty (40) feet maximum measured length.
 - 2. Maximum width of eight and one-half (8 ½) feet, plus slide outs.
 - 3. Be self-contained.

4. Be eligible to be licensed for the road.

ARTICLE II. MEMBERSHIP

ARTICLE II, SECTION 1. DEFINITION

The term "member" as used herein is defined as one (1) adult or two (2) adults living together in one (1) RV on a continuing basis who have entered into one (1) leasehold agreement for one (1) space only with the Co-Op.

ARTICLE II, SECTION 2. REQUIREMENTS FOR MEMBERSHIP

- A. The Board of Directors shall determine whether or not to accept a person's application for membership.
- B. No person may become or remain a member of the Co-Op unless he/she is also a member in good standing of the Escapees RV Club.
- C. A member must agree that he/she will enter into a lifetime lease for a permanent lot.
- D. To keep his/her membership, a member must abide by the Bylaws and Rules of the Co-Op.
- E. A member must pay all assessments, fines and fees levied by the Board of Directors or make a satisfactory arrangement to do so or membership will automatically be terminated ninety (90) days from the date of notification.

ARTICLE II, SECTION 3. RESPONSIBILITIES OF MEMBERS

- A. Members shall follow the "Golden Rule" and shall not impose personal preferences on others.
- B. Members shall maintain their assigned lot in such a manner that it will be a source of pride to the Co-Op.
- C. Members shall share knowledge, labor and time towards the betterment of the Co-Op.
- D. Members are responsible for the actions of, and any damages caused by persons living in their RV.
- E. Members are responsible for guests and financially liable for any damages or bills owed by their guests.
- F. Members are responsible for the actions of, and damages caused by their pets and shall agree to abide by the Co-Op rules in regard to the control and care of pets.

ARTICLE II, SECTION 4. RIGHTS AND PRIVILEGES OF MEMBERS

- A. Any member whose membership is terminated by the Board of Directors shall have the right to appeal and to obtain a vote of the membership. In such cases, a majority of the voting members must approve the termination. (Refer to Art. IV, Sec. 3 for procedure.)
- B. Members have the right to submit amendments or changes to the Rules or Bylaws, as provided for in these Bylaws, to vote upon any changes to the Bylaws, to hold any office and to attend the general membership meetings and all meetings of the Board of Directors, other than executive sessions.
- C. Any current rule or policy may be revised or revoked by a simple majority vote of the members present or represented by proxy at an Annual or Special Membership Meeting.
- D. All members shall be sent reports of the Annual Membership Meeting, reports of all open meetings of the Board of Directors held each year in accordance with these Bylaws, an annual statement of the financial condition of the Co-Op and notification of the new Officers and Directors duly elected.
- E. Members have the right to private lot trades provided they are not relinquishing their lots. Both parties must agree to retain the traded lots for at least twelve (12) months. Members may exchange lots when a lot is relinquished. The relinquished lot procedure allows for notification when the lot is relinquished. Members may also exchange lots after a lot is posted as available on the bulletin board.
- F. No member has the right to sell, give, will, or in any manner transfer his/her leasehold interest to any person or persons other than the Co-Op.
- G. A single member may add another member of the Escapees RV Club to his/her Leasehold Agreement and Membership Certificate if the following conditions are met:
 - 1. The new member must meet the requirements of membership outlined in Article II, Section 1 and 2 of these Bylaws.
 - 2. The Secretary of the Co-Op is notified in writing.
 - 3. The original Membership Certificate and Leasehold Agreement are surrendered and new ones issued.
 - 4. The change is recorded in the Co-Op records.
- H. No member has the right to pledge his/her leasehold interest as security for a loan or for any debt or obligation.
- I. Membership voting, where provided for in the Bylaws or Rules, shall include provisions for voting by mail or by proxy, unless specifically waived in these Bylaws.

- J. Voting privileges will be suspended for any member whose assessments, dues, fees, or fines are not paid in full.

- K. Any member has the right to file a complaint against the Manager, the Board of Directors (Board) or any other member for a violation of the Rules or Bylaws. A member must follow the complaint procedure detailed in this section. The complainant may stop the procedure at any time. The Board is responsible for ensuring the complainant receives any notice before starting the time limits.
 - 1. A written complaint is submitted to the Grievance Committee.
 - 2. Within seven (7) days the Committee will give the complainant a written summary of its decision.
 - 3. If the complainant is not satisfied with the Committee's decision, the complainant has seven (7) days to appeal the decision to the Board. The appeal should include the written complaint, the written Committee decision and any further written information the complainant wishes to present.
 - 4. The Board will provide a written decision within ten (10) days.
 - 5. If the complainant is not satisfied with the Board's decision, the complainant has seven (7) days to submit a written notice to the Board requesting a vote of the membership.
 - 6. Within fifteen (15) days of receipt of the complainant's request, the Board shall mail out secret ballots to the membership of the Co-Op. The ballot shall include a statement by each side explaining its position on the complaint.
 - 7. A majority of the voting members who return the ballot within sixty (60) days of the mailing date will render the decision of the membership. The ballots shall be counted by the Election Committee. If the deadline for the ballots is after April 1 the ballots will be counted on the first Monday of the following November. The mailing cost will be borne by the complainant if the grievance is denied.
 - 8. If the complainant is not satisfied, he/she may apply to the American Arbitration Association within thirty (30) days of the decision of the membership. The applicant for arbitration files the papers and will bear the cost. The judgement of the American Arbitration Association is final.
 - 9. A judgement of the American Arbitration Association (Arbitration Judgement) in conflict with existing Rules, Bylaws and/or procedures shall result in the Board acting to amend any conflicting rule, bylaw and/or procedure to conform with the Arbitration Judgement within ten (10) days of receiving the Arbitration Judgement.

ARTICLE III ASSESSMENT, FEES AND FINES

ARTICLE III, SECTION 1. DEFINITION OF TERMS

- A. An "assessment" as used herein is defined as any payment that is equally shared by all Co-Op members and has been designated for a specific purpose that will benefit the Co-Op as a whole. Such assessments shall be part of the member's investment. If a substantial portion of any assessment is not used for its specified purpose, it shall be returned.
- B. A "fee" as used herein is a 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.
- C. A "fine" as used herein is a payment levied by the Board of Directors for failure to make timely payments or for violation of the Rules or the Bylaws.

ARTICLE III, SECTION 2. METHOD OF IMPOSITION

- A. Any assessment not required by law shall be equally divided among the members.
 - 1. Voting members shall have sixty (60) days from the date of mailing of the ballot to respond.
 - 2. Fifty (50) percent of total membership eligible to vote must vote.
 - 3. If less than fifty (50) percent of the membership respond, the assessment fails.
 - 4. Two-thirds (2/3) majority of the ballots received from those members eligible to vote is required for approval.
- B. Assessments required to satisfy legal demands, except for taxes, shall be determined and imposed by the Board of Directors.
- C. Fees shall be established by the Board of Directors.

ARTICLE III, SECTION 3. FAILURE TO PAY

The Board of Directors shall establish rules and regulations for the imposition of fines. (See Rules, Section II, C Fines)

ARTICLE IV. TERMINATION OF MEMBERSHIP

ARTICLE IV, SECTION 1. CAUSES FOR TERMINATION

- A. VOLUNTARY
 - 1. Any member has the right to withdraw voluntarily from the Co-Op.
 - 2. Any member not complying with "Requirements for Membership" as set forth in Article II, Section 2, Membership in the Co-Op.

- B. MANDATORY (Refer to Art. IV, Sec. 3 for procedure)
 - 1. Any member whose behavior is detrimental to the reputation of the Co-Op, or who continues to ignore the Rules, or who becomes a disruptive influence.
- C. DEATH
Upon the death of all members as named in the Certificate of Membership and the Leasehold Agreement.

ARTICLE IV, SECTION 2: COMPENSATION UPON TERMINATION OF MEMBERSHIP

- A. Whether termination is voluntary, mandatory or by death, compensation shall include the amount equal to, but not exceeding, the member's original investment plus any subsequent re-evaluations and assessments and prorated annual fees that the member has paid. It may also include permanently affixed improvements as determined by the Board of Directors and defined in the Bylaws, Rules or Lease Agreement. The Board of Directors shall resolve any disputes as to the identity of the improvements or their cost or value.
- B. Compensation due on termination shall be paid within thirty (30) days of re-assignment of the member's (or the deceased member's) leasehold interest and payment by the new assignee of the necessary amount to cover monies due. Any fees, charges or fines due the Co-Op during the month in which a member has voluntarily or involuntarily withdrawn from the Co-Op, or due from any preceding months, or payment for damages to Co-Op property or to the property of members, or any financial obligations of any guest of the withdrawing member shall be deducted from the amount due him/her.
- C. A copy of the death certificate must be presented to the Co-Op before a beneficiary will be paid. If there is no beneficiary on record, or if the beneficiary cannot be located, or if the beneficiary cannot be paid for any reason not the fault of the Co-Op, then the Co-Op shall tender the money to the deceased member's estate. If the rightful party does not claim the money within twelve (12) months of the death of the member, the money shall become the property of the Co-Op.

ARTICLE IV, SECTION 3. MANDATORY TERMINATION OF MEMBERSHIP

The following procedure must be followed to effect a mandatory termination of members' leasehold:

- A. Notice of the Board Meeting at which the issue of termination will be decided, shall be given to the affected member by certified mail or actual personal service of notice at least forty-five (45) days prior to the date of the meeting. The notice shall include a brief statement of the grounds for the proposed termination of the member's leasehold interest and membership.

- B. The affected member shall have the right to appear and be heard on the issue of termination at the meeting, and prior to a vote of the Board of Directors. The member may produce relevant oral and/or documentary evidence. The proponent of the member's termination (in the case of the Board, its designated representative), shall present evidence in support of termination first, and at the conclusion, the member may present opposition evidence. The conduct, decorum, and length of time of the meeting shall be under the control of the Board, by its President, with due regard to the rights of the parties appearing before it. Technical rules relating to evidence and witnesses are not required.
- C. Upon completion of the presentation of evidence, the Board shall vote on the issue of termination which shall be decided by majority vote of the Board.
- D. Within fifteen (15) days following a Board decision to terminate a leasehold interest, the Board shall mail out secret ballots to the membership of the Co-Op. The ballot shall include a position statement by the member whose leasehold rights are sought to be terminated and by the Board. A majority of the voting members who return the ballot within sixty (60) days of the mailing will render the decision of the membership. If the decision of the membership is against termination of the leasehold the proceedings are concluded.
- E. If the decision of the membership is in favor of leasehold termination, then within thirty (30) days, the decision shall be referred to the American Arbitration Association for judgement of legality of the termination and whether the due process procedure has been satisfied. The Co-Op will bear all arbitration costs. The judgement of the American Arbitration Association is final.
- F. A judgement of the American Arbitration Association (Arbitration Judgement) that is in conflict with existing Co-Op Rules, Bylaws, and/or procedures shall result in Board action to amend any conflicting rule, bylaw, and/or procedure with the Arbitration Judgement within ten (10) days of receiving the Arbitration Judgement.

ARTICLE V. GOVERNMENT OF THE CO-OP

ARTICLE V. SECTION 1. COMPOSITION OF THE BOARD OF DIRECTORS

- A. The Board of Directors shall consist of seven (7) members of the Co-Op, three (3) shall be elected by the membership on even years and four (4) shall be elected by the membership on odd years. Directors so elected shall serve until their successors are elected and qualified.
- B. Directors need not be residents of the State of Arizona.
- C. A Director may be removed if approved by a majority vote of the membership. The vote must be by secret ballot mailed to the entire membership. A Director may voluntarily resign.

- D. Vacancies will be filled by Board appointment. The appointee will serve out the remainder of the Director's term he/she is replacing. This appointment will not affect their eligibility under paragraph G.
- E. Membership on the Board of Directors shall be limited to one (1) person per leasehold interest.
- F. Directors shall serve without compensation.
- G. No director shall serve more than two (2) consecutive two (2) year terms.

ARTICLE V, SECTION 2. NOMINATION AND ELECTION OF DIRECTORS

- A. Nominations for Directors may be made:
 - 1. By any member at a Board meeting which shall be held at least sixty (60) days prior to the election. No nomination shall be made without acceptance of the nominee.
 - 2. By any member at least sixty (60) days prior to the election. Such nominations shall be made in writing, directed to the Secretary of the Board of Directors at the Co-Op, and shall be accompanied by a written acceptance by the person nominated and a qualification resume.
 - 3. By a Nominating Committee appointed by the Board of Directors which shall post the list of all potential nominees ten (10) days prior to the meeting of the Board for the purpose of nominating candidates. No member of the Nominating Committee shall serve on the Election Committee.
- B. Each nominee must submit a letter of acceptance and a qualification resume of no more than one hundred (100) words to have his/her name on the ballot. In acceptance of his/her nomination, a member should signify his/her present intention of being at the Co-Op's property from approximately November 1 through February of each year of his/her incumbency. However, such intention shall not be binding upon him/her.
- C. Voting for directors shall be by secret ballot and shall be done by mail. Ballots shall be mailed by an Election Committee not less than forty-five (45) days before the election date. The date of the election shall be the day before the Annual Membership Meeting.

The Ballots shall be accompanied by the qualification resume furnished by each nominee with his/her letter of acceptance.

No ballot shall be counted unless it is on the original form and returned in a sealed envelope which is marked "OFFICIAL BALLOT" and placed inside the envelope provided by the Co-Op with the member's lot number on it.

Ballots shall remain sealed until the date of election and shall then be canvassed, opened and counted by the Election Committee.

- D. The three (3) nominees in even years and four (4) nominees in odd years receiving the most votes will be elected to the Board of Directors. If a tie vote leaves the membership of the Board in doubt, the Directorship in question shall be decided by a secret written vote of members present at the Annual Membership Meeting with no necessity of a notice or canvass of absent members.
- E. Results of the election shall be announced at the Annual Membership Meeting and mailed to all members.

ARTICLE V, SECTION 3. DUTIES AND RESPONSIBILITIES OF DIRECTORS

- A. All persons elected or appointed to the Board of Directors shall have a working knowledge of the Bylaws and the Rules currently in effect and will keep up to date with any changes, amendments or additions to them.
- B. The Board of Directors will manage the business affairs of the Co-Op with each Director having one (1) vote.
- C. The Directors may act only as a Board, having no authority as individuals to conduct Co-Op business and affairs except as the result of Board action.

In the event a single Director or group of Directors make any financial or other commitment that involves Co-Op funds or property without approval by the Board of Directors, that Director or group of Directors may be financially liable for the commitment so made and not approved.

- D. To ensure continuity, all legal or government conferences or negotiations, and all substantial financial negotiations shall be conducted by more than one (1) person.
- E. The Board of Directors will adopt an annual budget to cover the cost of community utilities, property taxes, liability and fire insurance, and all other expenses for operating the park efficiently. This budget will take into consideration the expected income from donations by Escapees and guests. Based upon this budget, the Board will set annual fees to be paid. These fees shall be paid by April 1 of the year due. If this creates a hardship, the member may seek an alternative arrangement with the Manager under the direction of the Board of Directors.
- F. The Directors are responsible for obtaining, wherever possible, competing bids on all substantial purchases and employment of outside vendors, and will authorize no work by an outside vendor without a valid contract when appropriate.

G. The Board shall elect its own officers. If none of the Directors are qualified or there are none who desire to fulfill the office of Treasurer or Secretary, these officers may be elected from among the Co-Op membership. Said elected Recording Secretary is to perform the function of taking minutes and making records of actions at meetings of the Board of Directors. The Treasurer or Secretary so elected shall be an ex-officio member of the Board and shall have voice but no vote.

H. The Board of Directors will determine and make policy for the operation of the Co-Op.

I. The Board shall adopt a form of Certificate of Membership and a Leasehold Agreement to represent membership in the Co-Op. Each member is entitled to these documents signed by the President and the Secretary or Assistant Secretary, representing the fully paid membership owned by such member.

Transfers of Certificates of Membership and Leasehold Agreement shall be done by the Secretary in the manner provided by the Board of Directors. All original Certificates of Membership and Leasehold Agreements and all subsequent transfers thereof shall be entered into the records of the Co-Op.

J. The Board shall adopt the Rules by which these Bylaws are implemented and such other rules as are necessary to affect the smooth running of the Co-Op.

K. The Board shall designate the date and place for the Annual Membership Meeting and shall call for Special Membership Meetings at its discretion.

L. The Board shall prepare and present an Annual Report and a Financial Statement at each Annual Membership Meeting, to be a part of the Co-Op's permanent records, and shall issue interim reports two other times a year which shall include a financial accounting.

M. Immediately after each Annual Membership Meeting, the incoming Board shall appoint a standing Audit Committee composed of three qualified persons, who are neither Directors nor outgoing Directors or their spouses, to examine the Co-Op's books and records and to prepare a report of their condition.

At its discretion, the Audit Committee shall obtain an audit of the books by a certified public accountant or other qualified person or firm.

The committee's report and recommendations shall be presented to the Board of Directors and reviewed with the Treasurer elected by the incoming Board of Directors, with a view to implementing any recommendations.

The committee's report shall be retained by the Secretary as a permanent record of the Co-Op and shall be available to members for examination upon request. The Co-Op's books and records shall be open for examination by the membership at any time upon written request to the Board of Directors.

N. The Board shall appoint committees as it deems necessary.

- O. The Board shall devise a corporate seal that the Co-Op may use by impressing or affixing it to a document; but the failure to have or to affix a corporate seal does not affect the validity of any instrument or any action taken in reliance thereon or in pursuance thereof.
- P. The Board shall appoint a manager to serve at the Board's discretion who will administer the business and affairs of the Co-Op. The manager may not be a Director.

ARTICLE V, SECTION 4. MEETINGS OF THE BOARD OF DIRECTORS

- A. Types of Meetings
 1. Meeting to elect Board officers: The Board shall meet in closed session immediately following the Annual Membership Meeting to elect officers and select committee liaisons.
 2. Regular Board meetings: Regular meetings of the Board of Directors shall be held at least three (3) other times a year as shall be designated by the Board.
 3. Special meetings: Special Meetings of the Board may be called by a Director and will be held at the time and place fixed by the person calling the meeting.
 4. Executive sessions: The Board may hold closed/executive sessions only to discuss personnel, grievances and litigation. Motions will not be entertained, nor minutes taken in an executive session.
 5. Preparation sessions: Prior to the regular monthly open Board meeting, the Board may meet in closed session to discuss and share knowledge of any topics on the open meeting agenda. Minutes will not be taken but a brief report will be given at the next regular Board meeting. Proposed motions may be discussed to be sure they are stated correctly. No official motions can be made or voted on.
- B. A majority of the number of the Directors will constitute a quorum at any Board meeting. A quorum once obtained continues through until adjournment despite voluntary withdrawal of enough Directors to leave less than a quorum. The act of the majority of Directors present or represented by proxy at a meeting at which a quorum is present shall be the act of the Board.
- C. In case of Special Board Meetings, if a quorum is not present, business matters that necessitated the calling of the meeting can be presented by telephone in the presence of at least two (2) directors to an absent Director. Such contacts can constitute a quorum. All absent members of the Board shall be called and allowed to vote on matters in question if they can be reached by reasonable effort.
- D. A Director may give a signed proxy to any other Director for any matter known to be coming before the Board or for any matter in a specific field of interest that might come before the Board.

- E. All open meetings of the Board of Directors shall be guided by Robert's Rules of Order.
- F. All open Board meetings will be posted and held at the clubhouse and open to the Co-Op Membership for observation but not for participation unless recognized by the chair.

ARTICLE V, SECTION 5. ELECTION OF OFFICERS

- A. The Officers of the Co-Op will be a President, Vice President, Secretary, and Treasurer, and such other officers as the Board may decide, each of whom shall be elected by the Board at its meeting as provided for in Article V, Section 4A. Each Board member is to serve until his/her successor is elected and qualified.
- B. An Officer may be removed by the Board or may resign. Vacancies and newly created offices will be filled by the Board.
- C. One (1) person may not hold more than one (1) office.
- D. Officers will perform the duties and have the powers assigned by the Board and as provided by these Bylaws.

ARTICLE V, SECTION 6. DUTIES OF OFFICERS

- A. The President will be the chief executive officer of the Board, will preside at all Board and Membership meetings when available, and when authorized will execute and deliver documents in the name of the Co-Op.
- B. The Vice President will assume the duties of the President in his/her absence.
- C. The Secretary will be responsible for the records of the members, the Certificates of Membership and Leasehold Agreements and transfers thereof, the minutes of the proceedings of the Board and of Membership Meetings, and any other official Co-Op records; will give all notices required; will accept nominations to the Board; and, when authorized, will execute, attest, seal and deliver documents of the Co-Op.
- D. The Treasurer will be responsible for accounting for the monies of the Co-Op, and for keeping correct and complete records that conform to standard generally accepted accounting practice and for subsidiary records of account that can be readily incorporated into double-entry bookkeeping.

The office accounting procedures in existence and the procedures involving the certified public accountant or bookkeeper cannot be changed without the approval of a majority of the Board of Directors. (continued next page)

To provide for continuity as one Treasurer succeeds another, the books shall be maintained under the supervision of a certified public accountant or another qualified person or firm, and consultation with that person shall be maintained at intervals deemed necessary by the Audit Committee.

ARTICLE V, SECTION 7. DUTIES OF MANAGER

The Manager of the Co-Op, operating under policies set down by the Board and acting under its direction, shall be the Administrative Officer of the Co-Op and shall be authorized to conduct the business and affairs of the Co-Op.

ARTICLE VI. RULES OF MEETINGS

ARTICLE VI. MEMBERSHIP MEETINGS

A. ANNUAL MEETINGS

1. The Annual Meeting of the membership will be held during the month of February of each year at the time and place fixed by the Board of Directors.
2. Special Meetings of the membership may be called by the Board of Directors, or at the request of twenty percent (20%) of the membership and will be held at the time and place fixed by the persons calling the Special Meeting.
3. All Membership Meetings, when possible, will be held at the location of the Co-Op.

B. QUORUM

One third (1/3) of the membership entitled to vote, represented in person or by proxy, will constitute a quorum at any meeting of the membership.

1. A quorum, once obtained, continues until adjournment despite voluntary withdrawal of enough members to leave less than a quorum.
2. If a quorum is present, the affirmative vote of the majority of members represented at the meeting will be the act of the membership.

C. NOTICE

Written notice stating the time and place, and if a Special Meeting, the purpose thereof, will be delivered not less than thirty (30), nor more than forty-five (45) days before the meeting date, either personally or by mail, at the direction of the President, the Secretary or the persons calling the meeting, to each member of record entitled to vote at the meeting.

If mailed, a notice is deemed delivered when deposited, postage prepaid, in the United States mail to the address shown in the Co-Op's records.

D. ROBERT'S RULES

All Annual Membership Meetings and all Special Membership Meetings shall be guided by Robert's Rules of Order.

ARTICLE VII. ADOPTION OF THESE BYLAWS

These original Bylaws of the Corporation shall be considered and adopted as amended and added to by the majority vote of the members present at the first Annual Membership Meeting.

ARTICLE VIII. AMENDMENTS TO THESE BYLAWS

To change or add to these Bylaws all Co-Op members must be provided with a written ballot and given sixty (60) days to respond.

- A. Proposed changes or additions to these Bylaws to be presented to the membership for a vote may be initiated:
 - 1. By the membership, provided a petition signed by at least ten (10) percent of the membership is presented to the Board.
 - 2. By a mandate to the Board by the members attending the Annual Membership Meeting or any Special Membership Meeting providing said meeting has a quorum. (See Article VI, Quorums)
 - 3. By Board action provided a petition requesting the change or addition is signed by ten (10) percent of the membership.

- B. Regardless of the way a proposed change or addition to these Bylaws is initiated the following procedure shall be followed.
 - 1. The proposed change shall be sent to the Rules and Bylaws Committee to refine wording, verify intent and to prevent conflicts with existing Rules and Bylaws.
 - 2. The Board shall arrange for a vote of all members within fifteen (15) days of the request for Bylaws change or addition.
 - 3. Voting members shall have sixty (60) days from the date of the mailing of the ballot to respond.
 - 4. The reason for a Bylaws change or addition shall be included with the ballot. Opposing viewpoints shall be included if any are submitted.

 - 5. To allow for a member to submit an opposing viewpoint, the proposed Bylaws change or addition shall be posted on the Co-Op's bulletin board for a minimum of seven (7) days.

- C. The proposed amendment must be approved as outlined below:
 - 1. Fifty (50) percent of the total membership must vote.
 - 2. To be effective, the proposed amendment must be approved by two-thirds (2/3) of the votes cast.
 - 3. If less than fifty (50) percent of the membership respond the Bylaws change fails. Votes will be tallied by the Election Committee. The Election Committee will post the date and place ballots are to be counted at least one (1) day prior to the date the votes are counted to provide for the membership to observe.

ARTICLE IX. INDEMNIFICATION

Each Director and Officer of the Co-Op and the Manager and any officially appointed Assistant Manager, serving as such, shall be indemnified by the Co-Op 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 Manager or by reason of any action alleged to have been taken, omitted or neglected by him/her as such Director, Officer, Manager, or Assistant Manager; and the Co-Op shall reimburse each such person for all legal expense reasonably incurred by him/her in connection with any such claim or liability, provided, however, that 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.

The amount paid to any Officer, Director, Manager or Assistant Manager by way of indemnification shall not exceed his/her actual, reasonable, and necessary expenses incurred in connection with the matter involved, and such additional amount as may be fixed by a committee of not less than three members of the Co-Op, selected by the Board of Directors, who are not Officers or Directors, or a Manager or Assistant Manager, and any determination so made shall be binding on the indemnified Officer, Director, Manager or Assistant Manager.

The right of indemnification herein above provided for shall not be exclusive of any rights to which any Director, Officer, Manager or Assistant Manager of the Corporation may otherwise be entitled by law

ARTICLE X. DISSOLUTION OF THE CO-OP

Should the majority of members vote to dissolve the SKP Co-Op RV Retreat, Inc. the following shall occur:

- A. Payment of all liabilities.
- B. Reimbursement of each lessee's interest to the extent possible.
- C. Should there be assets over and above A and B it shall be distributed pro rata to each member.

RECORD OF REVISIONS

Latest revisions have bold print and date notations for changes since previous revision.

- REVISION # 1 November, 1985
- REVISION # 2 January, 1987 (Article IV, Section 1 C)
- REVISION # 3 April, 1988
- REVISION # 4 November, 1992 (Article V, Section 1 D and Article VI, Section E)
- REVISION # 5 February, 1993
- REVISION # 6 March 1994. (Article V, Section 3 C, G, K & Q;
Article V, Section 6 D; Article VI, Section 1 C)
- REVISION # 7 June 12, 1995 (Article V, Section 3 H)
- REVISION # 8 January 15, 1996 (Article II, Section 4 D)
February 19, 1996 (Article I, Section 4)
- REVISION # 9 March 25, 1996 (Article IV, Section 2 A; Article V, Section 3 E)
- REVISION # 10 November 1, 1996 (Article II, Section 4 D)
- REVISION # 11 February 16, 1999 (deleted Article III, Section 2 D by Board Action)
- REVISION # 12 February 29, 2000 (Article II, Section 2 E; Article II, Section 4 E;
Article V, Section 1 A; Article V, Section 2 B, C, D, C)
- REVISION # 13 January 10, 2002 (Oct.16, 2001 Article II Section 4 & Article IV
Section 3; January 30, 2001 Article V Section 3,J; Jan. 2002 editing
for clarity)
- REVISION # 14 December 11, 2003 (March 29, 2002 Article III, Section 2; Article V,
Section 2; Article V, Section 6; Article V, Section 7; Article VIII)
- REVISION # 15 February 16, 2005 (Article II, Section 4, D; Article IV, Section 1, C;
Article IV, Section 3; Article V, Section 4, A; Article V, Section. 5, A;
Article V, Section. 6, D)
- REVISION # 16 October 26, 2006 (Article VI, section 1, B)
- REVISION # 17 January 2009 (Article I, Section2, B; Article IV, Section 1;
Article IV, Section 2; Article X)
- REVISION # 18 November 06, 2010 - (Article II, Section 4,K), (Article VIII, B. 1)
- REVISION # 18 (Amended February 2012) January 2012 (Article I, Sec 2, C),
February 2012 (Article I, Sec 3, Article II Sec 2, B, Article II Sec 4,
C, Article V, Sec 2, C, Article V, Sec 3, M, Article V, Sec 4, D & E,
Article X)
- REVISION # 19 January 2013 (Article V, Sec. 1, A,D & G) (Article V, Sec. 2, D)
- REVISION # 19 Re-issued February 2015 (No changes)
- REVISION # 20 Issued Feb.2017 (Article I Sec 4-1, Article IV Sec1-A&B Article
V Sec. 4-A-E-F-G)
- REVISION # 21 Issued Feb. 2019 (Article I Sec 4 -A1&B, Article IV Sec 1 - A2&B2)
- REVISION # 21 Re-issued February 2021 (no changes)**

Approved by the Board of Directors

_____ (date)

_____ Board of Directors President