



October 16, 2015

June 10 October 1,
20172, 2016

ARTICLES OF INCORPORATION

BYLAWS

POLICIES

RULES & REGULATIONS

This handbook is prepared and issued by the Board of Directors of Hart Ranch Camping Resort Club. The Directors strongly encourage you to review this Handbook when considering the purchase of a membership.

TABLE OF CONTENTS

ARTICLES OF INCORPORATION

Article I	- Name	4
Article II	- Perpetuity	4
Article III	- Purpose	4
Article IV	- Operating Principle	4
Article V	- Status	4
Article VI	- Office Location	4
Article VII	- Board of Directors	4
Article VIII	- Dissolution	5
Article IX	- Amendments	5
Article X	- Incorporates Incorporators	5

BYLAWS

Definitions	6
Article I - Memberships	7
Article II - Meetings	10
Article III - Board of Directors	11
Article IV - Officers	145
Article V - Miscellaneous	156

POLICIES

Policy 1 - Board Policy & Procedure System	1719
Policy 2 - Use of Volunteers	1719
Policy 3 - Member-Centered Attitude of Resort Management	1820
Policy 4 - Compatible Income Sources	1820
Policy 5 - Disaster Situations	1921
Policy 6 - Resort Appearance	1921
Policy 7 - Liability Insurance	2022
Policy 8 - Debt Limit/Spending Authority/Signature Requirements	2022
Policy 9 - Employment Benefits	2023
Policy 10 - Performance Evaluation	2123
Policy 11 - Investment of Club Funds	2123
Policy 12 - Site Utilization	2123
Policy 13 - Board Member Nomination Criteria	2224
Policy 14 - Long Range Resort Planning	2224
Policy 15 - Hart Ranch Newsletter	2224
Policy 16 - Board Negotiations	2325
Policy 17 - Board Committees	2325
Policy 18 - Safety, Traffic, and Park Violations	2325

Policy 19 - Board of Directors/Resort Manager Responsibilities	2426
Policy 20 - Water Conservation	2527

- continued -

TABLE OF CONTENTS (Continued)

Policies (Continued)

Policy 21 – Board’s Roll in Personnel Grievances	2527
Policy 22 - Speeding Policy per Season	2527
Policy 23 - Serious Medical Conditions.....	2528
Policy 24 - Board of Director Campsite Usage ~ Deleted.....	2628
Policy 25 - Capital Expenditures Outside of the Approved Capital Budget.....	2628
Policy 26 – Membership Benevolent Fund.....	2629
Policy 27 – Family	
Reunions.....	272249
Policy 28 - Use of the Group Facilities.....	2830
Policy 29 – Sturgis Rally Cancel Policy.....	2830
Policy 30 – Background Check Authorization.....	2931

RULES AND REGULATIONS

1. Member Identification	3032
2. Registration	3032
3. Campsite Selection	3032
4. Length of Stay	3032
5. Members' Liability	3032
6. Conduct at the Resort	3032
7. 7224 Hour Camping Rules	3133
8. Availability of Campsites.....	3234
9. Reservations	3234
10. Pets	3234
11. Campfires	3234
12. Motorbikes etc.	3234
13. Recreational Facilities	3335
14. Game Equipment	3335
15. Recreational Activities	3335
16. Signs	3335
17. Hunting	3335
18. Tents	3335
19. Rental Units	3335
20. Storage Facilities	3335
21. Guest Rental Policy	3436
22. Day Use Guests	3436
23. Commercially Designed Stock Trailers	3436
24. Cancellation/Change/Late Check-Out Fees.....	3436
25. Employee Only Areas	3436
26. Black-Out Dates	3436

27.	Guest Age Policy	3436
28.	Service Animal Policy	3436

ARTICLES OF INCORPORATION

ARTICLE V (Status)

~~AMENDMENT TO~~ **AMENDED AND RESTATED ARTICLES OF INCORPORATION OF HART RANCH CAMPING RESORT CLUB**

This corporation is a non-profit corporation and no capital stock is authorized nor shall any be issued.

~~We, the undersigned, in order to form a corporation for the purposes hereinafter stated, The undersigned~~ under and pursuant to the provisions of the laws of the State of South Dakota, do hereby certify as follows:

ARTICLE I (Name)

The name of the corporation shall be HART RANCH CAMPING RESORT CLUB. A South Dakota non-profit, as stated in the Non-Profit Act of 1965, membership controlled corporation.

ARTICLE II (Perpetuity)

The duration of this corporation shall be perpetual.

ARTICLE III (Purpose)

The purpose for which the corporation is formed is to organize and engage exclusively in social, recreational, camping, and athletic activities for pleasure; to invest in, receive, hold, use, and dispose of all property, real or personal, as may be desirable or necessary to carry into effect such purposes; and to engage or participate in any activity, business, or enterprise to procure funds for advancement of such purposes.

ARTICLE IV (Operating Principle)

This corporation shall be a non-profit corporation and shall operate on the following conditions:

*The corporation shall not carry on more than an insubstantial part of its activities for any non-exempt purpose.

*No part of the net earnings of the corporation shall inure to the benefit of its members, directors, officers, employees, or to any private individual.

ARTICLE VI (Office Location)

The registered office of the corporation is in the Club's lodge located ~~on at~~ 23756 Arena Drive (Pennington County Road C236), Rapid City, South Dakota, 57702. The registered agent for service of process is the President of the Club's Board of Directors. The Club's mailing address and phone number are:

**HART RANCH CAMPING RESORT CLUB
23756 Arena Drive
Rapid City, South Dakota 57702
(605) 399-CLUB (2582)**

ARTICLE VII (Board of Directors)

The affairs of the corporation shall be governed by a Board of Directors consisting of five (5) members elected from the membership of the Club. However, the initial Board of Directors will be appointed by the incorporators of the corporation. The initial Board of Directors shall serve through the first annual membership meeting of the Club which shall be held within five years of the date of the filing of these Articles of Incorporation. No owner, employee, or person contracting with the Hart Ranch Development Corporation or other agent shall serve on this Board of Directors after October 17, 1994.

A director may be removed with cause at a special meeting of the members called for such purpose and meeting quorum requirements as set forth in the Bylaws by a majority vote of 51% of the members represented at the meeting. Notwithstanding the foregoing, if the remaining four directors not under consideration for removal determine that the director has violated the Board code of conduct, then the director may be

removed by the majority vote of the remaining directors.

If a director misses or otherwise fails to participate in two quarterly meetings in a year (to include the annual meeting), he/she shall automatically be removed from office, unless excused for an emergency or illness.

The present Board of Directors as of this printing consists of the following five members:

TERM EXPIRES

Wayne Pauli 6610 Lenola Hts - _____
_____ 2018

President Sioux Falls, SD 57108
(2018)

Kathy Payne 23756 Arena Dr. _____
2017

Vice President Rapid City, SD 57702
(2017)

Bob McCormick 632 S. Stone Ridge Drive 2018

ARTICLE VIII (Dissolution)

In the event of dissolution of this corporation, or in the event it shall cease to carry out the purposes herein set forth, all the business, property, and assets of the corporation shall, after paying or making provision for the payment of all corporate liabilities, be distributed in accordance with the Bylaws of the HART RANCH CAMPING RESORT CLUB and South Dakota law.

ARTICLE IX (Amendments)

These Articles of Incorporation may be amended from time to time by the Board of Directors, so long as such amendment is within the scope of the purpose for which the corporation is formed and to comply with changes in South Dakota Law.

ARTICLE X (~~Incorporates~~Incorporators)

The ~~incorporates~~incorporators of the Corporation are:

R.C. Riter 319 South Cateau
Box 280
Pierre, South Dakota 57501

E.D. Mayer 319 South Cateau
Box 280

Treasurer Lake Geneva, WI. 53147
(2018)

Elmer Pritchard 2044 Promise Rd, #2310 2019
Memb. Secy. Rapid City, SD 57701
(2019)

Tom Kinnison 307 W. Burkitt
_____ 2019

Secretary Sheridan, WY 82801
(2019)

The Board of Directors shall be responsible for preparing bylaws, and rules and regulations covering the purpose for which the corporation is formed, for entering into such contracts and agreements as may be necessary to carry out said purpose, and general oversight and evaluation of resort manager, with the exception of those items requiring a membership vote for action.

Pierre, South Dakota 57501

Robert D. Hofer 319 South Cateau
Box 280
Pierre, South Dakota 57501

AmendmentExcept as amended herein, these Restated Articles of Incorporation correctly set forth without change the corresponding provisions of the Articles of Incorporation. These Restated Articles of Incorporation as amended supersede the original Articles of Incorporation and all previous amendments and restatements.

The Board of Directors is entitled to amend these Articles of Incorporation to comply with South Dakota law. These Restated Articles of Incorporation were adopted by at least a majority vote of the Board of Directors in office on the _____ day of _____, 20176.

Restatement executed this 24 day of June, 2000, 20176.

Shirley Kuebler,
Secretary

BYLAWS

BYLAWS OF THE HART RANCH CAMPING RESORT CLUB

~~Effective May 24, 1997~~

DEFINITIONS

The following definitions are provided to help in the understanding of these Bylaws:

a. Charter Members - Shall refer to that group of first owners who purchased, of the original 5,500 membership numbers.

b. Forfeiture - Same as termination with the exception that due to the Club's need to recover damages or fees, the membership reverts to the Club. Once forfeiture action is taken by the Board of Directors reinstatement by any means is not available to the ex-member.

c. Guest - A person not owning a membership, but invited by a member to accompany the member to the Resort and utilize entitled facilities of that member.

d. Lifestyle Rental Village - An area designated for use to place more permanent type structures, such as park model units and permanent RV sites, for annual rental fees.

e. Maintenance Fee - An annual fee, as set by the Board of Directors, assessed for the cost of operating the Club, to each member.

f. Member - Current holder of a membership number, card, and membership agreement.

g. Member In Good Standing - A member whose maintenance fees and contract payments, if any, are current and he/she is not on probation or suspension.

h. Membership Number - Each membership sold is assigned a numerical identification of digits, and may have a prefix or suffix attached. The total of these identifications can never exceed the total authorized members. The numbers are not sequential.

i. Peak Season - That period each year from Memorial Day weekend through Labor Day weekend.

j. Probation - Member privileges are not suspended; however, member is notified his/her/their actions/behavior could lead to suspension. Probation period will be set by the Resort Manager or Board of Directors, and monitored by the Resort Manager.

k. Re-instatement - Refers to the process of becoming a member in good standing by bringing current all required fees and meeting the other requirements as stated elsewhere in these Bylaws.

l. Resale - Refers to the second, or later, sale of the same membership. The membership number remains with the membership.

m. Sale - A Membership is considered sold when a membership contract is signed and the buyer's name approved and entered on the Membership list by the Club.

n. Suspension - Member privileges are withdrawn for a specified period of time in order to control the behavior of a violating member. Length of suspension will be set by the Resort Manager or Board of Directors, and monitored by the Resort Manager.

o. Termination - Removal action taken against a member for situations described in Article I, Section 11. Member is allowed to sell the membership, but privileges are withdrawn immediately upon termination. The ex-member is not allowed to purchase another membership.

p. Transfers - A membership may be transferred to another person, not currently a member, in accordance with the Bylaws. No other encumbrances may be placed on this process by the Club or its agents.

q. Unsold Memberships - Memberships owned by the Club. These memberships may be remaining original memberships or may have reverted to the Club through some process or have been created by expansion voted by the membership.

r. Upgrade - The process of changing category of membership to one with more privileges; for instance, from a B to an A membership.

ARTICLE I. MEMBERSHIPS

Section 1. NUMBER AND IDENTIFICATION.

There shall be no more than 5,500 memberships until such time as the number of authorized memberships is increased by a simple majority of the members in good standing, by participating in balloting by absentee ballot or presence at an Annual meeting or special meeting. Each membership shall be evidenced by a membership card. Members may not own multiple numbers of memberships, nor have their names on more than one membership at one time.

Section 2. CATEGORIES OF MEMBERSHIP.

The number of memberships, within categories, may be limited by the Board, as utilization requires. The second RV sites referred to in Article I, Section 2 a, b, and c, are to be used for Associates or Guest nights only. The following membership categories and privileges are among the charter memberships:

- a. "P" MEMBERSHIP: Full use of all recreational facilities; use of one RV site and one rental of any one rental unit, or two RV sites.
- b. "A" MEMBERSHIP: Full use of all recreational facilities; use of one RV site and one rental rights to Colts or Colt IIs, or two RV sites.
- c. "B" MEMBERSHIP: Full use of all recreational facilities; use of two RV sites; no rental rights to any rental units during peak season.
- d. "C" MEMBERSHIP: Full use of all recreational facilities; use of one primitive camping site; no right to use RV sites or rental rights to rental units.

~~e. "D" MEMBERSHIP: Full use of all recreational facilities for DAY USE ONLY without any privileges to overnight accommodations of any type.~~ e. "1FT" MEMBERSHIP. Full use of all recreational facilities, use of one RV site for seven consecutive nights during the peak season, no rental rights to any rental units during the peak season, no guest nights, no Associate Memberships; subject to Sturgis ~~black-out~~blackout dates.

- f. "W" MEMBERSHIP: Full use of all recreational facilities, use of one RV site; no rental rights to any rental units during peak season; seven nights

each 30 day period, no guest nights, no Associate Memberships; subject to Sturgis black out.

g. SPECIAL CATEGORIES: These categories are no longer available for sale but are grandfathered memberships with specific privileges in accordance with their Membership purchase agreement. They are: One-week Multi, One-week Float, Two-week Multi, Two-week Float, and Gold.

h. OTHER CATEGORIES: These categories would not be among the original charter memberships. The Board of Directors may create other categories of membership consistent with use of the Club facilities and the Club's ability to market memberships up to the total number authorized. Pseudo memberships, such as vacation packages, to attract potential buyers should never be accompanied with full membership privileges such as voting or associate rights. Such sales of other categories shall not reduce or impair the use rights of existing members.

~~Amendment to By-Laws as of: 11.11.2010~~

Section 3. ASSOCIATE MEMBERSHIPS:

Adopted, ~~step~~ or blood-related children of members may be given an associate Membership card. Associate members have the same use rights at Hart Ranch as the parent member's category; however they have no voting rights. Associate membership extends to natural, ~~and/or~~ and/or step- children of members only and not the Associate member's spouse or spouse's children that are not children of the member who must be accompanied by the Associate member, or member, to use the Club's facilities.

Section 4. PRICE OF UNSOLD MEMBERSHIPS/UPGRADES:

The Board of Directors shall periodically review and set the price of each category of unsold membership and the price of upgrading.

Section 5. UPGRADING CATEGORY OF MEMBERSHIP:

Members having an "A", "B", "C", ~~"W"~~or~~"1FT"~~, ~~or "T"~~ membership may submit a request to the Club to upgrade to a higher category membership, subject to payment of the appropriate fee. Fee revenues of upgraded memberships belong to the Club.

Section 6. OWNERSHIP AND SALE RIGHTS OF UNSOLD MEMBERSHIPS:

Ownership and right to sell all unsold memberships (newly created, canceled, forfeited, resales, defaulted, and bequested) are assigned exclusively to the Hart

Ranch Camping Resort Club. The Board of Directors may contract to have an agent market and sell memberships, perform upgrades, resales, or other membership activities; however, with the exception of resale memberships, ownership of such unsold items shall remain with the Club.

Section 7. PURCHASE OF MEMBERSHIP:

Anyone desiring to become a member of the Club shall be required to enter into a membership agreement and pay the current price for the category of membership desired, in full or enter into an installment sales contract for payment of the same, or unpaid balance thereof. An individual may also acquire a transferred membership in accordance with these Bylaws and the membership agreement. ~~(see Section 10 below)~~

Section 8. MEMBERSHIP PRIVILEGES AND RESPONSIBILITIES:

Privileges:

a. Members (including associates) in good standing, and guests, shall be entitled to use all Club facilities in accordance with the member's category of membership. The member will be responsible/liable for any and all damages/action/losses caused by the above named persons during their stay.

b. All members have a one-time (meaning a stay of up to four (4) nights) per season privilege to have a nonmember guest at a primitive camping site, RV site, or rental site in accordance with the members category of membership. These four nights are not subtracted from the member's twenty-one day stay for that month.

c. No member and/or associate member together, may occupy more than one RV site and one rental unit or two RV sites simultaneously. The exception to this is the family reunion policy. ~~(See Policy #27).~~

d. Member privileges are subject to suspension if member behavior disrupts normal activities at the Resort or the family orientation of the Resort is endangered or a second delinquency in maintenance fees occurs during the same dues year. The member being placed on probation should be issued a warning that his/her/their behavior is not acceptable for the environment desired at the Resort. Such things as profane language, abuse of the staff, lewd behavior, numerous traffic violations, excessive noise, vandalism, etc. are examples of behavior leading

to probation/suspension. ~~See Article V, Section 1.~~ The Resort Manager is given the authority for probation/suspension, with the member having ~~no recourse~~ recourse to the Board of Directors.

e. Any member, security officer, or employee may file a charge alleging improper use of facilities, violation of Club's rules and regulations, non-compliance with the Club's Bylaws or Board ~~policies~~ policies code of conduct, or improper conduct with the Resort Manager who will attempt to adjudicate the charges. If the charge is serious enough, it may be referred to the Board of Directors in accordance with Article I, section 11.

Responsibilities:

(1) Members are expected to keep their maintenance fees current. ~~See Article I, Section 8(d).~~

(2) Members are to notify the Club when for some reason an associate member no longer qualifies (deceased, personal desire, ~~purchases a membership in his/her own right~~, as applicable, etc.).

(3) Members are to abide by Club Bylaws, Board policies, and Club regulations.

(4) Members are to notify the Club of transfer of membership.

(5) Members are to report changes of address, incidents of theft, destruction of Club property, improper conduct, and malfunctions of equipment to Club authorities immediately upon discovery.

(6) Members are responsible for and are to monitor their associates' and guests' use of resort and Club facilities in accordance with these Bylaws, Board policies, and Club regulations.

Section 9. ALIENATION OF MEMBERSHIP/

PRIVILEGES. No member may loan, rent, assign or otherwise alienate his/her/their membership and/or rights/privileges either temporarily or permanently, in any manner.

Section 10. TRANSFER OF MEMBERSHIP:

A membership may be transferred, by the Club, under the following circumstances and conditions upon submission of a request to the Club to do so; provided the membership is current, or is caused to become current, in all payment obligations of any kind to the Club and/or agent of the Club and the membership has not been forfeited:

a. Upon the death of a member, all existing memberships and those to be issued in the future shall only be transferred to a single individual, domestic partners or a married couple and the new

membership shall be titled only in the name of one individual, domestic partners or a married couple. Any person inheriting a membership or otherwise succeeding to said membership shall submit a request together with a copy of the deceased's member's death certificate and other substantiating documentation required by the Club.

b. The member has secured a buyer for his/her/their membership. A transfer will be effected only after approval by the Club has been obtained and a copy of the bill-of-sale or sales agreement is submitted, and then only to an individual or a married couple. The Club will not withhold consent unreasonably or arbitrarily.

c. Parent membership holders are allowed to transfer their membership to a child and remain on said membership as an associate to the membership.

d. No transfer shall become effective until the transferee has entered into a membership agreement and, if needed, an installment sales contract with the Club or its agent.

e. All transfers shall be subject to the payment of a transfer fee to the Club with the amount of the transfer fee to be determined periodically by the Board of Directors.

f. A membership in Hart Ranch Camping Resort Club shall not be split or divided between two individuals. A membership shall not be transferred to a trust, a corporation, a limited liability company, or any other type of entity.

Section 11. FORFEITURE OF MEMBERSHIP:

a. The Board of Directors must have control of the Resort environment at all times. In the interest of fairness, steps are outlined that must be followed prior to termination and/or forfeiture of a membership.

(1) Within 5 days of the Club becoming aware of a ~~of~~ violation the member must be notified in writing, by certified/registered mail that termination/forfeiture proceedings are being initiated. If the incident(s) involve physical damage or arrears, the amount to be recovered must be in the letter.

(2) The member must respond within 14 days of notification in (a1) above, and set a date when he/she/they will be available for a fact finding hearing with the Board of Directors. The hearing

must be held within 3 months of the Club becoming aware of the violation or delinquency date. The person filing the charge will be notified of the date of the hearing. The ~~individuals~~members, not the Board or Club, are responsible for expenses to attend the hearing.

(3) A fact finding hearing will be held with the member and the person filing the charge. Both will be entitled to be heard and to present witnesses; or they may submit a brief in writing. Failure of either to appear, or to submit a brief in lieu of appearing, shall be construed as a desire on the part of that person to withdraw the charge(s) or as an admission that the alleged violation(s) is/are correct and will not be contested. Neither the Board, the member, nor the person filing the charge shall have legal representation at the hearing.

(4) The Board shall determine if the member shall be absolved, terminated, or undergo forfeiture. The member will be notified in writing by certified/registered mail of the Board's action. Membership agreement, card, and privileges are voided as of the date of receipt of the certified/registered mail if the charges are substantiated.

(5) The ex-member shall not be allowed to purchase another membership of any kind at any time. There shall be no remuneration paid in part or in total, by the Club, to the defaulting or violating member for the value of the forfeited membership.

b. A membership may revert to the Club under the following circumstances when the Board determines that:

(1) Flagrant violation of use of facilities, theft from the Club, unbecoming conduct has violated the intent of providing a family oriented environment or continued (more than one incident) disregard of Bylaws, policies, rules and regulations has occurred.

(2) Member has dues, membership installment contract payment(s) or other fees assessed members, in arrears for ninety days and notification of such arrears has been sent during the ninety days. ~~(see Board of Directors Policy #4)~~

Section 12. MAINTENANCE AND OTHER FEES:

Annually, a bill will be mailed or emailed to each membership for the amount of the maintenance fee for that year. Members may pay a lump sum or elect to pay monthly. The fee is due within thirty (30) days, unless a later date is stated on the bill. The Board of Directors shall determine any discounts to be given and amount of the maintenance fee based on:

a. The prior year cost to administer, operate, and maintain the Resort, plus increases due to inflation, new facilities coming on line, and other factors.

b. The cost of planned and budgeted major repairs.

c. The cost of planned and budgeted capital improvements under \$250,000 but not to exceed \$50.00 per member per year.

d. An assessment to pay off the principal and interest on a loan, if one exists, for a member approved capital improvement not to exceed \$50.00 per membership per year for up to three (3) years.

e. The number of members in good standing and their category of membership as of December 31st of the previous year.

Section 13. REINSTATEMENT OF MEMBERSHIP: At the option of the Board of Directors, a member having been terminated, placed on probation, or inactive status may under the following conditions re-instate his/her membership:

a. The membership was not terminated in accordance with Article I, Section 11a(4) or 11b(1)

b. The membership has not been re-sold.

c. Reinstatement is initiated within three (3) years of termination, probation, or inactive status. ~~In all cases, the~~ The member must pay all maintenance fees and Board approved assessments that would have been applied to that membership, as well as any outstanding amounts that were due at the time of termination/suspension/probation and applicable interest for moneys due.

-ARTICLE II. MEETINGS

Section 1. ANNUAL MEETING. Because most members do not know or recognize the Board Members, nameplates will identify them at the meeting. Voting shall begin at least two hours prior to opening the meeting; results will be announced at the end of the meeting. A candidates' forum shall be conducted the evening before the election at which time candidates will be introduced to the Membership.

a. The annual meeting of the members shall typically be held on the 2nd Saturday of June between May 1st and August 15th at such place as is specified in the notice of such meeting, except the Annual Membership Meeting in June and the Quarterly Meeting in August which will be held at Hart Ranch. At the annual meeting the Board members will select and vote on the next year's date for the annual meeting, ratify or reject such business as is listed in the agenda.

b. ~~See Article II, Section 5 for quorum requirements~~

~~c.~~ Members in good standing 2 days prior to the Annual Meeting shall be entitled to one vote for his/her/their membership. The vote shall be cast by one of the persons whose name appears on the membership certificate and shall not be split. Any disputes between or among those present as to who is entitled to vote for a membership shall be determined by the Election/Validation Committee prior to the election. Votes may be cast in person or by absentee ballot. Proxy ballots are not permitted. Voting on all agenda matters shall be accomplished by ballot in person or by absentee ballot. Said ballots shall be distributed by the Election Committee, one ballot to each voting membership.

~~d~~

~~c.~~ Voting on motions made from the floor (not on the agenda) poses a problem because the meeting contains more people than one vote per membership and there are no prepared ballots. Members may at any time, but not less than sixty (60) days prior to the Annual Meeting petition the Board of Directors to include in the agenda matters of concern to them. Issues from the floor will be discussed and considered for presentation at a future meeting.

ed. Minutes of the annual meeting shall be posted on the Club's bulletin board in the Lodge for not less than thirty (30) days. Any member, in person or by mail, may request to view or receive a copy of the minutes.

Section 2. SPECIAL MEETINGS: Special meeting of the membership may be called by the President or by the Board of Directors, and must be called by the President ~~or Secretary at the request, in writing, of a majority of the Board of Directors~~ or at the request, in writing, of 5% of the Club's memberships in good standing. The request shall include the purpose(s) of the meeting. Business transacted at the special meeting shall be confined to the purpose(s) stated in the notice thereof.

Section 3. PLACE OF MEETING: Any meeting of the Club ~~shall may~~ be held in the facilities of the Club or such other reasonable place as may be designated by the Board of Directors in the notice of the meeting. Notwithstanding the foregoing, the meetings of the members do not need to be held at a geographic location and may instead be held by any means of electronic communication which allows the members to read or hear the proceedings substantially concurrently with their occurrence, vote on matters submitted to the members, pose questions, and make comments.

Section 4. NOTICE OF MEETING: At least 21 days in advance of any annual-, regularly scheduled, or special meeting (excluding Board working sessions), a notice stating the time, place, and ~~completed~~ proposed agenda thereof, shall be given by the Secretary to all of the members unless waived, in writing, by all of the members. ~~Such notice shall be sent to each member by United States mail at the member's address as it appears in the records of the Club, or delivered in person to the member. Such notice of meetings may be given by any reasonable means including, but not limited to, traditional mail (at the address provided to the Club), hand delivery (to the Member), email (to the email address provided to the Club), or electronic facsimile (to the facsimile number provided to the Club).~~ Any notice included in any Club publication ~~delivered-sent~~ to members shall constitute sufficient notice if it meets the 21 day requirement. Proof of such ~~mailing-notice~~ shall be given by an affidavit executed by the Secretary. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Club, with postage thereon prepaid. If hand delivered, emailed, or sent by electronic facsimile, such notice shall be deemed to be delivered when hand delivered or sent by the Club.

Section 5. QUORUM: Prior to the time for the meeting to start each voting member shall present his/her membership card to the Validation Committee. It shall be the duty of the Validation Committee to inform the chairperson as to whether a quorum is present. A quorum may be declared if not less than 10% of the membership in good standing are present or have voted as an absentee. If a quorum is not present the meeting shall be adjourned and recalled from time to time, without notice, until not less than 5% of the memberships in good standing are present and/or

represented. Once a quorum has been declared all business on the agenda for the meeting may be transacted regardless of the number of members present at a later time in the meeting.

Section 6. USE OF ABSENTEE BALLOTS: Not all members can attend the meeting; therefore, a system of absentee ballots will be used. Members not planning to be at Hart Ranch for the annual meeting may use an absentee ballot. Ballots are mailed with the membership cards, annually, once a member's dues are paid for the current year. Additionally, voting ~~is~~ may be permitted online in the future at the Resort's website. Ballots may also be requested through the Resort's Business Office.

Each ballot must meet the following requirements:

- a. Set forth each proposed action;
- b. Provide an opportunity to vote for or against, or withhold a vote for, each proposed action;
- c. Be delivered to each member as set forth in this Section; and
- d. Indicate the number of responses needed to meet the quorum requirements;
- e. State the percentage of approvals necessary to approve each matter other than election of directors, and
- d. f. Specify the time by which a ballot must be received in order to be counted.

Approval by ballot is valid only when the number of votes cast by all voting methods equals or exceeds the quorum required to be present at a meeting authorizing the action and the number of approvals equals or exceeds the number of votes required to approve the matter. A ballot may not be revoked.

Section 7. ORDER OF BUSINESS AT MEETINGS:

The order of business at the annual meeting, and insofar as is applicable and practical at any other meeting, shall be:

- a. Roll call and/or attendance; introduction of Board members, if applicable.
- b. Reading of minutes of preceding meeting (for the annual meeting, means last year's meeting) and disposal of any unapproved minutes of previous meetings.
- c. Reports of Board Officers and Resort Manager.
- d. Old business, including committee reports and approval of prior year's audit.

e. New business, including setting time and place for the organizational meeting of the new Board and date of next meeting as applicable.

f. Results of election and introduction of newly elected Board members, if applicable.

g. Adjournment; motion to adjourn.

ARTICLE III. BOARD OF DIRECTORS

Section 1. NUMBER AND QUALIFICATION. The Board of Directors shall consist of five (5) Persons who are members of the Club in good standing.

Section 2. ELECTION. Except as otherwise provided herein, An election shall be held each year prior to the opening of annual meeting to fill Board vacancies created by Board members having terms or appointments expiring. Members will be given the opportunity to meet and hear candidates at a forum prior to the annual meeting. The following process will be followed:

a. Nominations; not less than three (3) months prior to the annual meeting, the President shall appoint a Nominations Committee of three (3) members in good standing, one of whom may be a director, and designate one of them Chairperson. Qualifications of nominees shall be that the person must be a member in good standing and meet the criteria in the Articles of incorporation, Article VII these Bylaws. The Chairperson, prior to the deadline for printing the issue of the Club's publication prior to the annual meeting, shall present to the Secretary, in writing, the Committee's nominee(s) for the vacant position(s) for the directorship(s) whose term(s) end with the next annual meeting, accompanied by a biographical outline of each nominee, and a statement by the nominee regarding changes and improvements he/she could recommend (no more than a total of 200 words each, due to limited space in the newsletter). The Nominations Committee should seek a minimum of one candidate for each vacancy. The Secretary shall be responsible to see that the above information is published and that absentee ballots are prepared and sent out within the above time limits.

b. Voting; Refer to Article II Section 1(c) and Section 6. Election to the Board of Directors shall be accomplished by the marking of preprinted ballots. The Election Committee shall distribute one ballot to each voting membership. Prior to the time for voting the member shall present his/her

membership card to the Election/Validation Committee for validation. The candidate(s) receiving the greatest number of the votes cast in person and by absentee ballots received prior to the deadline prior to the annual meeting, shall be elected.

ec. Compliance; Prior to the opening of the annual meeting and prior to commencement of the counting of the ballots by the Validation Committee, and prior to being notified of the results of the election, the Board of Directors shall review the election procedure to determine whether it was conducted in compliance with South Dakota law, the Articles of Incorporation, and the Bylaws. If the Board of Directors determines, by a majority vote, that the election was not conducted in compliance with South Dakota law, the Articles of Incorporation, and the Bylaws, then the Board of Directors shall cancel the election and re-start the procedures set forth in this Section for the election, as applicable. If the election is cancelled, the votes cast at the first election shall be null and void.

d. Validation: The Election Committee or a separate Validation Committee shall be appointed by the President to actually run the election at the time of voting; validate one vote per membership; count the total and tabulate the votes; and report to the annual meeting when called upon to do so.

Notwithstanding the preceding election procedure, if the number of nominated directors is less than or equals the number of Board vacancies after following the procedures set forth in subparagraph a of this Section, then the Club shall forego the remaining election procedures and the nominated directors shall be elected as directors as if the nominated directors had been elected by a vote. At the time that the Club would have sent out the ballots, the Club shall notify the members that an election will not be held and that the nominated directors shall be deemed to be the elected directors. Prior to the expiration of the deadline to nominate directors, the Club may, but is not obligated to, notify the members that an election may not be held because the number of nominated directors is less than or equal to the number of Board vacancies.

Section 3. TERM OF OFFICE: A director will serve through the annual meeting at which his/her term expires, or if removed or resigning until his/her successor has been duly elected or appointed. Each director elected will serve for a three (3) year term subject to the previous sentence. No director

shall serve more than two (2) consecutive terms without interruption of office. Appointment to fill a vacant seat on the Board does not constitute a term of office.

Section 4. REMOVAL:

~~a. A director may be removed with cause at a special meeting called for such purpose and meeting quorum requirement (ARTICLE II, Section 2) by a vote of fifty-one (51) percent voting power of the Club represented at the meeting.~~

~~b. if a director misses or otherwise fails to participate in two quarterly meetings in a year (to include the annual meeting), he/she shall automatically be removed from office and Section 5 applies, unless excused for an emergency or illness.~~
BOARD MEMBER CONDUCT: By a majority vote of the Board of Directors, the directors may adopt a code of conduct that sets forth the standards of conduct expected of all directors. Such code of conduct shall remain in force and effect unless amended by a majority vote of the Board of Directors. Failure to follow the standards set forth in the code of conduct shall be grounds for removal of the director with cause pursuant to the procedure set forth in the Articles of Incorporation.

Section 5. VACANCIES: Any vacancy in a directorship, regardless of how it occurs, shall be filled by the remaining directors as soon as possible. A member in good standing shall be qualified ~~(see Article III Section 2a)~~ and selected to fill a vacancy and shall serve for the unexpired term of the person who has departed the Board or until his/her successor has been elected. A current Board member whose term is unexpired may not be appointed to fill any such vacancy. Resignation from the Board of Directors should be made in writing.

Section 6. ORGANIZATIONAL MEETING AND PURPOSE. An organizational meeting of the directors whose terms continue plus the newly elected/appointed/re-elected directors will be held the same day as the appointment or annual meeting at which they were elected. No further notice of such organizational meeting shall be necessary. The purposes of the organizational meeting are:

a. To permit the directors to select from the elected/appointed Board members the Club's President, Vice President, Secretary, Treasurer,

and Membership Secretary. The offices of Secretary, and ~~Treasurer~~ Treasurer may be combined.

b. To acquaint newly elected directors with matters of current concern to the Board.

Section 7. SCHEDULED REGULAR QUARTERLY MEETINGS OF THE BOARD.

a. In addition to the annual meeting and Board working sessions, the Board of Directors shall hold quarterly meetings commencing at 10 a. m. Mountain Time, with due notice given to the members. All Board meetings are open to any member in good standing except those meetings discussing personnel matters and contracts involving such Member. The Board may or may not ask for input from members in attendance. No requirement exists for notification of the membership for the quarterly meetings other than the Bylaws, but the newsletter will include these meetings on the calendar for the benefit of members and information on cancellation, if any. Notice, and waiver of notice, of directors for other Board meetings are as described in Section 8 below. The President, together with the Resort Manager, will set the final agenda for each Board meeting. The purposes of the meetings shall be, but not limited to:

- (1). Receive a report from the Resort Manager concerning the operations and maintenance; recommendations for change, staffing status, funding information including budget approvals, equipment needs, and capital improvements.
- (2). Receive a financial report from the Treasurer.
- (3). Receive a membership report from the Membership Secretary.
- (4). Receive committee reports as appropriate.
- (5). Act on old and new business as appropriate.
- (6). Set the amounts for the annual maintenance fees, discounts, storage fees, and various other rates for services available to members.
- (7). Review Board policies, review rules and regulations of the Resort.
- (8). Receive input from members, if any.

b. Suggested emphasis at the quarterly meetings is as follows:

- (1). First Quarter - Prior year's audit report, proposed By-Law changes and Rules and Regulations changes.

(2). May 1st to August 15th Typically to be held the 2nd Saturday of June- Annual meeting.

(3). Third Quarter - Committees present their recommendations to the Board, Board reviews five year plan, Board formulates goals for the oncoming year.

(4). Fourth Quarter - Staff presents the capital and operations budget, cash flow projections, selection of an auditor, season recap, evaluation of the Resort Manager and negotiate his/her written agreement, manager presents goals for the oncoming year, operations budget approval.

Section 8. SPECIAL MEETINGS OF THE BOARD. A special meeting of the Board of Directors may be called by the President and must be called by the Secretary at the request of any two directors. Notice of a special meeting shall be given by the Secretary to each director, personally, by traditional mail, hand delivery, fax, electronic facsimile, email, or telephone at least seven (7) days prior to the date designated for such meeting unless such notice is waived. Any director may waive notice of such a meeting, before or after such meeting. Attendance at such meeting shall be deemed a waiver of notice. A telephone conference may be arranged. The purpose of the special meeting shall be set forth in the notice for the meeting. Unless unanimously agreed to by all directors to do so prior to the meeting, no other matters will be acted upon. No official action can be taken at a Board meeting, even if a quorum is present, unless all requirements of this paragraph have been met or waived. All Board members, including the Resort Manager unless his/her personnel function is the topic, will have the opportunity to attend each Board meeting.

Section 9. QUORUM AND LACK OF QUORUM TELEPHONIC MEETINGS. A majority of the directors shall constitute a quorum for the transaction of business. If at any meeting of the Board of Directors there shall be less than a quorum present, those present shall adjourn the meeting from time to time until a quorum is present. At such adjourned meeting, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Directors or any committee designated by the board of directors may participate in a meeting of such board or committee by means of teleconference or similar communications equipment which allows all persons participating

in the meeting to hear each other at the same time. Participation by a board or committee member in a teleconference constitutes presence in person at a meeting.

Section 10. VOTING. Each director shall be entitled to one (1) vote. A simple majority of the directors voting shall carry or reject a motion, except as provided for elsewhere in these Bylaws or the Articles of Incorporation (refer to Article V Section 13). Every action carried/rejected by the Board shall be regarded as an act of the Board and of the Club. No provision is made for a Board Member planning to be absent for a meeting, to proxy his/her vote to another Board Member who will be present.

Section 11. ACTION WITHOUT MEETING. Any action required by law to be taken at a meeting of the Board of Directors, or any action which may be taken at a meeting of the Board of Directors, may be taken without a meeting if consented to in writing, setting forth the action so taken, signed by all of the directors entitled to vote with respect to the subject matter thereof. Such consent and signature may be transmitted by any reasonable means including, but not limited to, traditional mail, hand delivery, email, or electronic facsimile.

Section 12. PRESIDING OFFICER. The presiding officer at the annual meeting or meetings of the Board of Directors shall be the President, and in his/her absence, the Vice President. In the absence of both the President and Vice President, the directors present shall designate one of their members to preside.

Section 13. COMPENSATION. No director shall receive compensation for any service he/she may render as a member of the Board of Directors unless such compensation is approved at a membership meeting. However, any director may be reimbursed, by resolution of the Board of Directors in advance, for his/her actual expenses incurred in the performance of his/her duties as a director.

Section 14. POWERS AND DUTIES. All of the powers and duties of the Club shall be exercised by the Board of Directors, including, but not limited to, those existing under the Articles of Incorporation, these Bylaws, common law and statutes. Such powers and duties include, but those set forth in the code of conduct and shall include but not be limited to the following:

a. To have general and exclusive charge and control of the business affairs and policies of the Club, to include all membership transactions.

b. To hold elections, approve new members, regulate member privileges, suspend any member, expel any guest, approve transfers, or terminate any membership.

c. To determine, establish, and collect assessments and fees from members to pay or provide for the expenses of the Club, except as limited by these Bylaws.

d. To establish and amend the Club's rules/regulations, and Board policies with respect to the use of the Club facilities and operation of the Resort as a whole.

e. To enforce, by legal means if necessary, the provisions of the Articles of Incorporation; these Bylaws; the policies, and rules and regulations established by the Board from time to time.

f. To evaluate, employ, or contract for, a qualified Resort Manager to manage the Club's day-to-day administration, operations, and maintenance of the Club's activities and facilities; including clerical, accounting and statistical support to the Board of Directors; and to delegate to said Manager the authority and duties to do so.

g. To coordinate with the developer of Hart Ranch and other Hart Ranch entities in maintaining the Camping Resort as an integral part of the development of the Hart Ranch complex as a first class destination Resort.

h. To borrow/expend money for the construction, repair, replacement, maintenance, or improvement of the Club's facilities. However, such expenditure shall not exceed \$25,000.00 without having been included in the current year's capital budget approved during the February quarterly meeting or at a special meeting.

i. To fill any vacancy in its own membership and appoint standing and special committees.

j. To contract with exchange clubs and with other membership campgrounds/Resort or organizations to enhance and augment membership use rights.

k. To perform such other acts as may be incidental to or necessary in the performance of the foregoing.

l. To require a vote and approval by the membership of any capital expenditure item that exceeds \$150,000.00 of the Club's monies.

m. To seek member input at events held for that purpose and encourage input in writing.

n. To communicate with the Resort Manager when requesting information regarding the Club to allow for a centralized contact person to facilitate the production of information to the Board of Directors.

Section 15. LOANS.

a. The Board of Directors shall have no authority, except upon the affirmative vote of not less than a simple majority of the members voting (~~reference Article II, Section 5~~) to incur any indebtedness, for capital improvements or cash flow needs, in excess of \$150,000.00.

b. The Club shall not lend any of its assets to any person or entity; however, it may contract to share and/or co-pay for some services and equipment used for the total maintenance of all Hart Ranch entities.

ARTICLE IV. OFFICERS

Section 1. PRINCIPAL OFFICERS. The principal officers of the Club shall be a President, a Vice President, a Secretary, Membership Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors from their own ranks, for a term of one year at the annual meeting. A Resort Manager shall be hired by the Board of Directors, as necessary, who shall attend all of the Board of Directors' Meetings without voting rights.

Section 2. POWERS AND DUTIES. Each officer shall have the right to delegate his/her powers and duties, but shall continue to be responsible for such powers and duties.

a. **PRESIDENT.** The President shall preside at all meetings of the members and board of directors and make certain an agenda is set for such meetings. It is his/her responsibility to make sure all meetings are run in accordance with the articles of Incorporation, Club Bylaws and/or Robert's Rules of Order. He/She may appoint a parliamentarian. The President appoints chairpersons for the Nominations Committee, Election Committee, and

Validation Committee to serve at the next election. He/She shall have general charge, supervision, and control of the business and affairs of the Club, subject to the control of the Board of Directors.

b. VICE PRESIDENT. The Vice president shall, during the absence or disability of the President, exercise the power and duties of the President, He/She shall perform such other duties as assigned by the President and/or Board of Directors from time to time.

c. SECRETARY. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Club and record all votes and keep minutes of all proceedings. He/She shall give notice of meetings to the Club's members and the board of Directors as required from time to time. The Secretary will maintain the Board files of minutes and correspondence and have charge of the original Articles of Incorporation plus amendments thereto; Bylaws of the Club; IRS status document, if any; and the corporate seal, if any. ~~The Secretary will ensure that the Non-profit Corporation Report is forwarded to the South Dakota Secretary of State as necessary (currently every three (3) years). See Article III, Section 2.~~

d. TREASURER. The Treasurer shall have custody of the Club's funds and securities, and shall insure the deposit of all monies and other valuable effects in the name and to the credit of the Club in such depository as may be designated by the Board of Directors, or by the President in the absence of designation by the Board of Directors. No Club investment may be made or withdrawn without the knowledge/signature of the Treasurer. Together with the Resort Manager, he/she shall at the annual meeting render a full report of the receipts and disbursements during the past year. Together with the Resort Manager, he/she shall recommend to the Board of Directors the names of suitable audit firms. The Treasurer shall serve as the chairperson of the Board's Finance Committee.

e. MEMBERSHIP SECRETARY. The Membership Secretary together with the Resort Manager shall have responsibility for the Club's Membership files, Membership activity reports, and category authorization levels. The Membership Secretary shall make a report at each quarterly Board meeting and the annual meeting, giving current membership level by total, by category, and changes since the last report. He/she shall serve

as Chairman of the Validation Committee, if not a candidate for a vacant Board position.

f. RESORT MANAGER. The Manager is responsible for keeping a full and accurate account of receipts and disbursements in books belonging to the Club, in accordance with standard accounting practices, and reporting of same at regular Board meetings or more often as required by the Board of Directors; present goals for the next year to the Board of Directors annually; report significant changes in Club operations immediately upon discovery; administer contracts/agreements committed to by the Board of Directors; maintain membership records; serve as editor of the Club's periodic newsletter, general operation of the Club on a day-to-day basis; overseeing of maintenance and activity functions; knowledge and maintenance of the reservation system; and such other duties as necessary to keep the Resort one of the best such organizations/facilities of its type; has authority and responsibility for all personnel functions except the Board's responsibility to hire, fire, and evaluate the Resort Manager. The Resort Manager gets his/her direction from the President of the Board, Bylaws, Policies, and Regulations.

g. ADDITIONAL OFFICERS. The Board of Directors may from time to time appoint such other officers and designate powers and duties as it shall determine to be required for the affairs of the Club.

Section 3. REMOVAL. Any officer or agent elected or appointed may be removed by the persons authorized to elect or appoint such officer whenever in their judgment the best interests of the Club will be served thereby. The removal of an officer or agent shall be without prejudice to the contract rights, if any, of the officer so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

ARTICLE V. MISCELLANEOUS

Section 1. COMPLIANCE/DEFAULT. Each member shall be governed by and shall comply with the terms of the membership agreement, these Bylaws, the policies, and rules and regulations of the Club. A default in or failure to comply with any of the terms or conditions contained therein by any member, associate member, invitee or guest thereof, shall be grounds for relief including, without limitation or constituting an election of remedies, as action to recover damages, injunction, foreclosure, or any combination thereof, and which relief may be

sought by the Club, by one or more aggrieved members, or both. In the event of such default, the Resort Manager shall notify the member of such default, in writing ~~(see Article I, Section 11a (1))~~. If such default is not cured within thirty (-30) days, another notification will be sent suspending the member's rights and privileges to the use of the Club's facilities, or after a hearing, before the Board of Directors, the membership may be terminated.

Section 2. REMOVAL OR DESTRUCTION OF CLUB PROPERTY. No member, employee, volunteer, guest, or visitor shall take from the Camping Resort, mutilate or destroy any property or equipment belonging to the Club. Such persons shall be liable for property damaged, destroyed or missing, and be subject to membership termination. Incidents shall be reported to security immediately upon discovery.

Section 3. FEES AND GRATUITIES. Members and guests shall not give any fee or gratuity to any other member, employee, volunteer, or director of the Club; the lone exception being tipping at the restaurant.

Section 4. USE OF UNRESERVED CAMPING SITES. The Club shall not offer any rental pool or profit sharing arrangements of any kind whatsoever, to anyone, including members. The Club may rent unreserved camping sites to non-members, ~~in the non-peak season, based upon board approval and/or manager discretion~~ if not precluded in a prior agreement. All net income from such rentals shall belong to the Club and shall be used by the Club to improve amenities or to pay the cost of operation and maintenance of the Club. No rental income shall be paid to any member. A marketing agent may become entitled to use of unreserved camping sites for promotion and sale of memberships as per Club agreement. Based on availability and utilization, members may be allowed to purchase the nine (9) days they are required to be out of the park, based on their original purchase agreement (21 days in, 9 days out, in each 30 day period). Fees and locations of sites available for purchase may vary from time to time, as determined by the Board of Directors.

Section 5. MEMBERSHIP LIST. The list of Club members and their associates is an asset belonging to the Club exclusively. This list shall not be sold or otherwise used for any purpose whatsoever, by members, individuals, groups, or

agents without the written permission of the Board of Directors.

Section 6. BOARD POLICY SYSTEM. The Board of Directors shall establish and maintain a policy and procedure system to direct the management of the Club. Members shall have ~~easy~~ access to the same.

Section 7. ROBERT'S RULES OF ORDER. When situations arise not covered by these Bylaws or the Articles of Incorporation, ruling shall be made in accordance with the latest publication of the Robert's Rules of Order. The Club shall maintain a copy of this publication as its Parliamentary Authority.

Section 8. ~~OFFICER'S AND DIRECTOR'S LIABILITY.~~ ~~The Club shall contract for and procure liability insurance for the protection of members of the Board of Directors and the Resort Manager.~~ **INDEMNIFICATION.** In addition to the statutory procedure for indemnification, the Club shall indemnify as follows:

(a) The Club may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the Club, by reason of the fact that he/she is or was a director, officer, employee or agent of the Club, or is or was serving at the request of the Club as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including legal fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he/she acted in good faith and in the manner reasonably believed to be in or not opposed to the best interest of the Club, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interest of the Club, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was unlawful.

(b) The Club may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or brought in the right of the Club to procure a judgment in its favor by reason of the fact that he/she is or was a director, officer, employee or agent of the Club, or is or was serving at the request of the Club as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including legal fees, actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he/she acted in good faith and in the manner he/she reasonably believed to be in or not opposed to the best interest of the Club and except that no indemnification may be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his/her duty to the Club unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses when the court deems proper.

(c) To the extent that a director, officer, employee or agent of the Club has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subdivisions (a) and (b) above, or in defense of any claim, issue or matter therein, he/she shall be indemnified against expenses including legal fees, actually and reasonably incurred by him in connection therewith.

(d) Any indemnification under subdivisions (a) and (b) above, unless ordered by a court, shall be made by the Club only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he/she has met the applicable standard of conduct set forth in subdivisions (a) and (b) above. Such determination shall be made by the Board of Directors by a majority vote of the quorum consisting of Directors who were not parties to such action, suit or proceeding, or if such a quorum is not obtainable, or even if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel and a written opinion, or by the shareholders.

(e) Any expense incurred by an officer or director in defending a civil or criminal action, suit or proceeding may be paid by the Club in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of such officer or director to repay such amount unless it shall ultimately be determined that he/she is entitled to be indemnified by the Club as authorized hereinabove. Such expenses incurred by other employees and agents shall be so paid upon such terms and conditions, if any, as the Board of Directors deems appropriate.

(f) No indemnification provision hereinabove set forth is exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of disinterested directors or otherwise, both as to actions in its official capacity and as to actions in another capacity while holding such office and shall continue as to a person who has ceased to be director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(g) The Club shall purchase and maintain insurance on behalf of any person who is or was a director, officer, or resort manager of the Club or is or was serving at the request of the Club as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in such capacity, or arising out of his/her status as such, whether or not the Club had the power to indemnify him against such liability as provided under the provisions set forth hereinabove.

Section 9. CAMPING UNIT STANDARDS AND DEFINITION. Each occupied campsite is required to have one (1) camping unit, by definition. A camping unit is defined as being FULLY self-contained or originally designed for camping purposes by the manufacturer. All camping units must carry the Recreational Vehicle Industry Association (RVIA) seal of approval from the manufacturer. ~~See Board policy #6 for further guidelines.~~

Section 10. DISSOLUTION OF THE CLUB. In the event that the Club is dissolved, assets of the Club, including the real property, shall pass to a trust benefiting a so named state non-profit agency, which shall be established to dispose of the Club's assets, and to distribute the proceeds, in

[accordance with South Dakota law](#). In accordance with the warranty deed accompanying the granting of the property to the Club by the Hart Ranch Development Corporation, the land only would revert to the Hart Ranch Development Corporation if it were no longer used as a recreational vehicle Resort facility. The Hart Ranch Development Corporation has already been compensated for the real property.

Section 11. FISCAL YEAR/MEMBERSHIP YEAR. The fiscal year of the Club and the Membership year shall be from January 1 to December 31st.

Section 12. CLUB LAND USE. Use of the land owned by the Club shall be in accordance with the warranty deed. Managing and harvesting of the hay crop on Club property not being utilized for the RV Resort, as well as location of mobile type homes located there by non-members (employees, for instance) is left to the discretion of the Board of Directors. At some future time, expansion of the facilities may include use of the property for a rental village for longer term use. Contracts for the above described uses must never interfere with the operation of the Club as an RV recreational Resort.

Section 13. MANNER OF GIVING NOTICE. [Any written notice required to be provided to any member or director may be sent by any reasonable means of transmission, including but not limited to, traditional mail, hand delivery, email, or electronic facsimile.](#)

Section 134. AMENDMENTS. Portions of these Bylaws may be amended or repealed entirely by the Board of Directors at any of its meetings by affirmative vote of four directors except as follows:
Article I, Section 1
Article II, [Section](#) 1 through 7.
Article III, Section 1 through 15.
Article IV, Section 1 and 2.
Article V, Section 1, 3, 4, 5, 6, 7, 10, 12, and [134](#).

Amendments to the above articles and sections of the Bylaws shall be initiated/recommended by the Board of Directors and voted upon at the annual meeting or a special meeting. Recommendations for change are solicited from all members and should be submitted to the above named [committee Board](#).

Section 14. 15 RECORDS. [The Club shall keep correct and complete books and records of financial account and shall keep minutes of the proceedings of its members, board of directors, and committees having any of the authority of the board of directors and shall keep at its principal office a record of the names and addresses of its members entitled to vote. All books and records, except personnel records, of a corporation may be inspected by any member, or his agent or attorney, for any proper purpose at any reasonable time. The records required by this Section may be kept in electronic format.](#)

END OF BYLAWS

ATTEST: The above re-written Bylaws were adopted by the Board of Directors on February 15, 1997, replacing those in effect since the 18th day of April, 1984, and all amendments thereto.
Robert Mallow, Secretary. HART RANCH CAMPING RESORT CLUB

ATTEST: The above re-written Bylaws were ratified by the Members at the Annual Meeting on May 24, 1997.

Robert Mallow, Secretary, HART RANCH CAMPING RESORT CLUB

ATTEST: The above re-written Bylaws were ratified by the Members at the Quarterly Meeting on April 7, 2001.

[ATTEST: The above re-written Bylaws were sent for review in Newsletter, via email, available online, in hard copy upon request and available at the Annual Meeting where it will be voted upon in June of 2017. ratified by the Members at the Annual Meeting on _____, 2017.](#)