

# BY-LAWS OF OKOBOJI CAMP OWNERS COOPERATIVE

## ARTICLE I

### Purposes

Section 1.     **PROPERTY.**     The Okoboji Camp Owners Cooperative has been formed and shall be operated for the purpose of acquiring, owning, managing and controlling certain real property and improvements located thereon, within the Plat of Methodist Campground, and Lots Fifteen (15), Sixteen (16) and Seventeen (17) of the Plat of Brownell's Beach, Dickinson County, Iowa. Lot Fifteen (15) of Brownell's Beach is privately owned; the Cooperative intends to acquire and become the owner of Lots Sixteen (16) and Seventeen (17) of the Plat of Brownell's Beach. The Cooperative has entered into an agreement with the Annual Conference of the Iowa United Methodist Church dated November 18, 1993. The Agreement provides, among other things, that the Cooperative shall purchase from the Conference certain parcels of real property and certain existing streets, alleys and public ways which shall, thereafter, be owned, operated and maintained by the Cooperative.

Section 2.     **PREDECESSOR ORGANIZATIONS AND AGREEMENTS.** It is intended that this cooperative shall replace all prior formal or informal organizations of owners of property located within the Original Plat of the Methodist Campground. This organization shall be the sole and exclusive organization of said property owners.

The owners of property within the Plat of the Methodist Campground and the Iowa Annual Conference of the United Methodist Church had previously entered into an agreement which was recorded on July 25, 1989, in Miscellaneous Record Book 2, at page 541, in the Office of the Dickinson County Recorder, which agreement is often referred to as "the Covenant" or "the Mayflower Agreement". This document included certain terms of agreement between the property owners and the Annual Conference concerning management and operation of the common properties and the allocation and payment of expenses related to those properties. Upon establishment of this cooperative and acquisition of the common properties as described above, the "Mayflower Agreement" shall be void and of no further effect. All matters concerning the ownership, maintenance, operation, use and control of the common properties, and concerning the budgeting, allocation, payment and collection of fees, expenses and charges in connection therewith, shall be governed by the Articles and By-Laws of this cooperative.

All property owners who become members of this cooperative agree to accept, follow and be legally bound by the Articles of Incorporation of this cooperative and the duly adopted Bylaws and rules of the cooperative.

As a condition of membership in the cooperative, each member accepts and adopts the provisions of Paragraph IV, Sections A through G thereof, particularly Section D and Subsections 1 through 4 thereof, all contained in the Agreement executed between the Conference and the cooperative dated November 18, 1993, which described provisions are hereby incorporated in these By-Laws by reference, and which are attached hereto labeled "Exhibit A."

## ARTICLE II

### Membership

Section 1.     **QUALIFICATIONS.**     Only owners of property included within the Original Plat of the Methodist Campground, or Lots Fifteen (15), Sixteen (16) and Seventeen (17) of the Plat of Brownell's Beach, Dickinson County, Iowa, shall be entitled to membership in this cooperative. The term "owner" shall mean the fee title holder(s), or contract purchaser(s) under a recorded contract of purchase.

The owner or owners collectively of each separately identifiable real estate parcel shall be entitled to one (1) membership. Owners of more than one parcel shall be entitled to one membership for each parcel.

The Board of Directors shall have the authority and discretion to determine what constitutes a "separately identifiable real estate parcel" for purposes of these Bylaws. A "separately identifiable real estate parcel" may include more than one, or parts of more than one, platted lot, so long as said platted lots, or parts of platted lots, bear common improvements or the Board finds that the parcels have been assembled into a single unit for the purpose of use or development.

**Section 2. MEMBERSHIP CERTIFICATES.** Membership certificates in a form approved by the Board of Directors will be issued by the Secretary of the cooperative who will keep a written record of the membership, which shall be the official membership record.

All membership certificates shall bear a legend noting that they are non-transferrable and are held subject to the Bylaws and rules of the cooperative.

As a condition of the issuance of a new certificate of membership in the place of any certificate alleged to have been lost, stolen, mutilated or destroyed, the Board of Directors, in its discretion, may require the owner of any such certificate to give the cooperative a bond, in such sum and in such form as it may direct, with such surety or sureties as may be satisfactory to the Board of Directors, to indemnify the corporation against any claim that may be made against it on account of the alleged loss, theft, mutilation or destruction of any such certificate or the issuance of such new certificate. The Board of Directors, in its discretion, may authorize the issuance of such new certificates without any bond when, in its judgment, it is proper to do so. However, the Board of Directors may, in its discretion, refuse to replace any lost certificate, except upon the order of a Court having jurisdiction in such matters.

**Section 3. TERMINATION OF MEMBERSHIP.** When a member ceases to be an owner, and thus becomes disqualified for membership, or if an owner desires to terminate a membership, the owner shall surrender the owner's membership certificate to the Secretary of the cooperative, who shall record the cancellation of the membership in the official records. Memberships are not transferrable.

**Section 4. ESTABLISHMENT OF VALUE.** The Board of Directors shall initially, and shall thereafter annually, establish a value or cost of a membership. The amount so fixed by the Board shall be the amount that a member shall pay for a membership and shall also be the amount that the cooperative shall pay to a member upon cancellation of a membership. However, in no event shall a member receive, upon cancellation of a membership, a sum less than 80% of the amount originally paid for the membership.

**Section 5. MEMBER REPRESENTATIVE; NOTICE.** At the time of issuance of a membership, the member shall designate an individual, who shall represent the membership, and the individual's address, which shall be the address to which all official notices and correspondence shall be mailed. All notices sent to that address shall be deemed adequate notice, and the named individual shall be the person entitled to vote the membership. The person so designated may be changed by a written document presented to the cooperative Secretary, signed by all of the owners of the membership.

**Section 6. CLOSING OF TRANSFER BOOKS.** The membership record books shall be closed, and no new membership certificates shall be issued, for a period of ten (10) days prior to any annual or special meeting of the members. The membership record books, closed as provided herein, shall be the official record for determining the number and identity of members entitled to vote at any meeting of the members.

### ARTICLE III Directors

**Section 1. GENERAL POWERS.** The business and affairs of the cooperative shall be managed by its Board of Directors.

**Section 2. NUMBER AND ELECTION OF DIRECTORS.** There shall be a total of nine (9) Directors. Six (6) Directors shall be elected at large by the members; three (3) Directors shall represent wards. The Board of Directors shall determine and establish the boundaries of each of three wards. Directors representing wards shall be elected by members who own property in the respective wards. At the first annual meeting of members, and at each annual meeting thereafter, the members shall elect Directors. Each Director shall hold office for the term for which he or she is elected and until a successor shall have been elected and qualified.

Each year, not less than sixty (60) days before the date of the annual meeting, the President shall appoint a nominating committee, which shall consist of one (1) Board Member, who shall be the chairperson of the nominating committee, and two (2) members of the Cooperative who are not current Board Members. The nominating committee so created shall nominate candidates for the position of Director-at-Large to be considered for election at the annual meeting. The committee shall nominate a number of candidates at least equal in number to the Director-at-Large positions to be filled (AS AMENDED AT THE ANNUAL MEETING OF MEMBERS HELD ON JULY 29, 2000).

**Section 3. TERMS.** A Director representing a ward shall be elected for a term of one (1) year.

Initially, the two (2) Directors receiving the most votes shall be elected for terms of three (3) years. The Director candidates receiving the third highest and fourth highest number of votes shall be elected for terms of two (2) years. The remaining two at-large Directors shall be elected for terms of one (1) year.

**Section 4. NOTICE.** Notice of any special Directors' meeting shall be given at least seven (7) days prior thereto by written notice delivered personally or mailed to each Director at his or her address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, so addressed and postage pre-paid.

**Section 5. INFORMAL ACTION BY DIRECTORS.** Any action of the Directors may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors.

**Section 6. COMPENSATION AND EXPENSES OF DIRECTORS.** Directors of the cooperative shall receive no compensation for their services, but may be reimbursed actual expenses incurred in the performance of their duties, upon approval by the Board of Directors.

**Section 7. QUORUM.** Five (5) Directors shall constitute a quorum for the transaction of business; but if at any meeting of the Board of Directors there be less than a quorum present, a majority of the Directors present may adjourn the meeting from time to time until a quorum shall be present. Notice of any adjourned meeting need not be given.

**Section 8. MANNER OF ACTING.** At all meetings of Directors, a quorum being present, the act of not less than the majority of all Directors, including those not present at the meeting, shall be the act of the Board of Directors.

**Section 9. MEETINGS.** Except as provided in the Articles of the cooperative, the Board of Directors may hold its meetings, and keep the books and records of the cooperative, at such place or places within Dickinson County, Iowa, as the Board may from time to time determine.

Regular meetings of the Board of Directors shall be held at such places and at such times as the Board of Directors shall, by resolution, fix and determine from time to time. No notice shall be required for any such regular meeting of the Board.

Special meetings of the Board shall be held whenever called by the President or by a majority of the Directors.

Notice of each such special meeting shall be mailed to each Director, addressed to the Director at his or her address, as it appears on the books of the cooperative, at least seven (7) days before the date on which the meeting is to be held. Each notice shall state the time and place of the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

A written waiver of notice signed by a Director shall be equivalent to the giving of such notice in due time as required by these Bylaws. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

A Director may participate in a meeting by telephone. Such participation shall constitute "attendance" at the meeting

Section 10.     **EMPLOYEES AND AGENTS.**     The Board of Directors shall be authorized to employ and retain such employees and agents as are deemed necessary and appropriate for the proper operation of the cooperative; to establish the duties and authority of such employees or agents; and to fix and determine the compensation of such employees or agents.

## ARTICLE IV

### Officers

Section 1.     **OFFICERS.**     The officers of the cooperative shall consist of a President, Vice President and Secretary/Treasurer and such other officers as may be elected or appointed by the Board of Directors.

Section 2.     **ELECTION AND TERM OF OFFICE.**     The officers of the cooperative shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of members. Each officer shall hold office until a successor shall have been duly elected and qualified, or until his or her death, resignation or removal as provided herein. At the organizational meeting of the Board of Directors, officers shall be elected to serve until the annual meeting.

Section 3.     **REMOVAL.**     Any officer or agent may be removed by the Board of Directors whenever, in its judgment, the best interests of the cooperative will be served thereby.

Section 4.     **Vacancies.**     A vacancy in any office shall be filled by the Board of Directors for the unexpired portion of the term.

Section 5.     **PRESIDENT.**     The President shall be the principal executive officer of the cooperative and shall, in general, supervise and control all of the business and affairs of the cooperative, subject to the general powers of the Board of Directors. The President shall preside at all meetings of the members and of the Board of Directors. He or she may sign, with the Secretary, membership certificates, deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed. In general, the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6.     **VICE PRESIDENT.**     In the absence of the President, or in the event of the President's inability or refusal to act, the Vice President shall perform the duties of the President and when so acting shall have all the powers of and be subject to all the restrictions on the President.

Section 7.     **Secretary/Treasurer.**     The Secretary/Treasurer shall have charge and custody of, and be responsible for, all funds and securities of the cooperative; receive and give receipts for monies due and payable to the cooperative; and deposit all such monies in the name of the cooperative in such banks, trust companies or other depositories as shall be selected by the Board of Directors. The Secretary/Treasurer shall



keep minutes of the meetings of the members and of the Board of Directors; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the cooperative records; keep a permanent record of all members; sign with the President or Vice President certificates for membership; and in general perform all duties incident to the office of Secretary or Treasurer and such other duties as may, from time to time, be assigned by the President or the Board of Directors.

## Article V Meetings

Section 1.     **ANNUAL MEETINGS.**     The Annual Meeting of the cooperative shall be held at a place in Dickinson County, Iowa, at a time to be determined by the Board of Directors on the last Saturday in July in each year.

Section 2.     **SPECIAL MEETINGS.**     Other Special Meetings of the membership may be called by a majority of the Board of Directors, by the President or by 60% of the members entitled to vote.

Section 3.     **NOTICE.**             Notice of any membership meeting shall be given not less than ten (10) days or more than fifty (50) days prior to the meeting date. A notice shall be deemed given when mailed.

Section 4.     **VOTING.**             For any meeting of the members, a quorum shall be thirty-five (35) members entitled to vote. Except as otherwise provided in the Articles or in these By-laws, all measures shall be approved by a majority vote of a quorum (AS AMENDED AT THE ANNUAL MEETING OF THE MEMBERS HELD ON JULY 29, 2000).

At all meetings of the members, a member may vote either in person or by proxy executed in writing by the member. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise specifically provided in the proxy.

## ARTICLE VI Matters Requiring Extraordinary Approval by the Members

### Section 1.

The following actions may be accomplished by the cooperative only with the approval of sixty percent (60%) of the members entitled to vote at an annual or special membership meeting:

- A.     The sale of any cooperative real property, except the sale, assignment or relinquishment of easements, or the sale or release of interest in a parcel of property involving consideration of \$10,000 or less (AS AMENDED AT THE ANNUAL MEETING OF THE MEMBERS HELD ON JULY 29, 2000).
- B.     The purchase of any real property for an amount greater than fifty thousand dollars (\$50,000.00).
- C.     The merger or consolidation of this cooperative with any other similar organization.
- D.     The creation of a debt or mortgage on the property of the association in an amount greater than fifty thousand dollars (\$50,000.00), except the initial purchase mortgage pursuant to the Agreement with the Conference.

- E. Approval of special assessments to be levied upon the members for capital improvements or for purposes other than operation and maintenance of the Cooperative and its property.
- F. Dissolution of the cooperative.

Section 2. (AS AMENDED AT THE ANNUAL MEETING OF THE MEMBERS HELD ON JULY 29, 2000)

No charitable contribution of the funds or property of the cooperative shall be made.

ARTICLE VII  
Budget, Fees, Assessments and Liens

Section 1. **BUDGET; ANNUAL ASSESSMENTS.** A budget committee shall be appointed by the Board of Directors in October of each year. The budget committee will prepare and recommend to the Board of Directors a proposed annual budget for the operations of the cooperative. The Board of Directors shall then complete and adopt an annual budget for each calendar year.

The budget shall be based on a calendar year which shall commence on the following January 1.

Following approval of the budget, the Board of Directors shall determine the amount of annual assessment to be paid by each member and shall mail to each member a copy of the annual budget and a statement for annual fees. Annual fees may be paid quarterly on January 1, April 1, July 1 and October 1 of each year. Installments of annual fees not paid by the due date shall be deemed delinquent and interest at the rate of one and one-half percent (1½%) each month shall be added to the delinquent installment until paid.

Members who are more than six (6) months delinquent in the payment of fees and charges shall not be entitled to vote at any membership meeting.

Section 2. **LIENS.** The cooperative shall have a lien on the members' interest in the cooperative for all charges and assessments payable. Such lien may be imposed and collected pursuant to the provisions of Section 499A.22 of the Code of Iowa.

Section 3. **SPECIAL ASSESSMENTS.** The Board of Directors may propose for approval by the members, special assessments to pay the costs of capital improvements. Upon approval by the members, such special assessments shall be collected and paid in the same manner as annual assessments.

Section 4. **OTHER FEES AND CHARGES.** In addition to annual and special assessments as provided herein, the Board may recommend and impose, upon approval by the membership, such other fees and charges as are necessary and appropriate.

By becoming members of the Cooperative, such members agree to be personally liable for, and to timely pay and satisfy, all charges for utilities services to the member's property, including water, electricity, sanitary sewer, and solid waste charges or fees.

ARTICLE VIII  
Written Instruments, Loans, Checks and Deposits

Section 1.     **WRITTEN INSTRUMENTS.**       All deeds and mortgages made by the cooperative and all other written contracts and agreements to which the cooperative shall be a party shall be executed in its name by two (2) officers of the corporation.

Section 2.     **LOANS.**           No loans shall be contracted on behalf of the cooperative, and no evidences of indebtedness shall be issued in its name, unless authorized by resolution approved by at least six (6) members of the Board of Directors.

Section 3.     **CHECKS, DRAFTS, ETC.** All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the cooperative shall be signed by two (2) persons, who are either officers of the cooperative or persons authorized by the Board of Directors to execute such instruments.

Section 4. DEPOSITS. All funds of the cooperative not otherwise employed shall be deposited from time to time to the credit of the cooperative in such banks, trust companies or other depositories as the Board of Directors may select.

## ARTICLE IX Amendments

These Bylaws of the cooperative shall be initially adopted by a majority vote of the initial Board of Directors. Thereafter, pursuant to Section 499A.2A of the Iowa Code, these Bylaws may be amended, altered or repealed, or replacement Bylaws adopted, only by a majority of a quorum of the members voting in person or by proxy, at any regular or special meeting of the membership; provided, however, that notice of intention to amend, revise, repeal or replace the Bylaws, in whole or in part, shall be given in the notice of such membership meeting.

## ARTICLE X Rules

### Section 1.

The Board of Directors shall have the authority to adopt and enforce rules applicable to the use of the cooperative's property.

### Section 2.

Initially, the following rules shall apply:

- A. The possession or consumption of any alcoholic beverages or controlled substances is prohibited on any cooperative property.
- B. The period from 11:00 p.m. until 7:00 a.m. local time shall be designated as "quiet time" during which time the creation or continuation of any excessive or unusual noise is discouraged.
- C. The common areas of properties are established and maintained for the enjoyment and benefit of all members. No member shall erect or place any obstruction or improvement on any common property or act in a manner to discourage, dissuade or prevent any other member from using common property.
- D. No member shall unnecessarily or unreasonably block any street, alley or other common way.
- E. If any member causes or observes damage to any cooperative property, said member shall report the damage to an officer of the cooperative. Members shall be responsible for the full payment of the cost or repair of any common property damaged by the member, member's family or member's guests.


The foregoing Bylaws of Okoboji Camp Owners Cooperative were duly adopted by the unanimous vote of the Board of Directors on the 3rd day of December, 1993.

Ronald O. Stevenson  
Secretary



## SECRETARY'S CERTIFICATION

The undersigned, the duly elected and acting Secretary of the Methodist Camp Owners Cooperative d/b/a Monarch Cove, certifies that the amendments noted in the foregoing Bylaws were duly adopted by the requisite vote of the members, a quorum being present, at the Annual Meeting of the members held at Epworth Hall on July 29, 2000, and that notice of the proposed amendments was given to each member in advance with the notice of the annual meeting.

  
Gladys Shultz, Secretary/Treasurer