

Camp Curnalia Cottage Owner's Association

" A Military Veteran's Community"

By-Laws

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CAMP CURNALIA COTTAGE OWNERS ASSOCIATION BY-LAWS

“A Military Veteran’s Community”

ARTICLE I

Purpose

The purposes for which this Association is organized shall be those specific and general purposes set forth in the Articles of Incorporation of the Camp Curnalia Cottage Owners Association (hereafter called "Association"). In furtherance of such purposes, this Association shall promote and maintain the safety, property values and general well-being of the property and those current members in good standing who lease individual parcels (the "Cottage Owners") of the property owned by the Association which is located at Higgins Lake in Lyon Township, Roscommon County, Michigan and Beaver Creek Township, Crawford County, Michigan, as more fully described in the Articles of Incorporation (the "Property").

The Association is organized to represent its Members and Cottage Owners with respect to matters now or hereafter concerning one or more of its Members and Cottage Owners regarding the Property.

ARTICLE II

Offices

The principal office of the Association shall be at such place within the State of Michigan as the Board of Directors may determine from time to time.

ARTICLE III

Members

3.01 Eligibility for Ownership: Original ownership of a cottage must be by United States ex-service personnel or active duty personnel. Each and every cottage owner shall be ex-service personnel, their spouses, and/or direct lineal descendant(s) of service personnel, consistent with prior leases for the use and occupancy of those lands found in Lyon Township, Roscommon County, Michigan and Beaver Creek Township, Crawford County, Michigan, known as Camp Curnalia. A cottage may be owned by individual(s) or a Trust. A business or any other entity may not own a cottage or be a Member of the Association, except those post-cottages existing at the time this property was transferred by the State of Michigan to the Association. Any cottage owned by an American Legion Post shall be represented by the Post Commander. Each and every cottage owner shall sign a Lease with the Association to be eligible for membership in the Association, and no other person or entity shall be eligible for a membership. Unless otherwise stated in the Lease, all Leases issued by the Association shall be leaseholds in common. An individual may only own one cottage or leased parcel of real estate except as noted in Section 3.03 and Section 3.04. (Revised July 2, 2011)

3.02. Grandfather clause: Any individual cottage owner, having ownership on or before July 5, 2008 may transfer their Lease under the old American Legion Rules (to Next-of-Kin and must be a Member of the Auxiliary or SAL) provided, the commencing of the transfer process on or before December 31, 2010. Upon the completion of this transfer, the cottage owner shall only be allowed to transfer their cottage to their spouse or direct lineal descendants. Failure to

commence the transfer to a Next-of-Kin by December 31, 2010 will waive the current cottage owner's ability to transfer under the old American Legion Rules. No Member shall be allowed to transfer their cottage under the old American Legion Rules after December 31, 2010 unless the transfer process has been filed with the Board of Directors on or before December 31, 2010. (Revised 7-3-10)

3.03. First Option to Purchase: An existing Cottage Owner shall have the first right to purchase any other cottage placed for sale in the Association. A Cottage Owner must first provide all other Cottage Owners the opportunity to purchase their cottage by notifying all Cottage Owners and the Board, per CCCOA Rules and Regulations 4.1, of their desire to sell their cottage. A Cottage Owner may own a second cottage under circumstances in which they are selling their cottage and purchasing a new cottage. Upon ownership of a second cottage, the Cottage Owner must immediately place their first cottage for sale and must sell their first cottage within 365 days from the purchase date of the second cottage. The Board may approve an extension of the 365 day period noted above in the form of one (1) 180 day extension. If the first cottage is not sold after the first (1st) 180 day extension, the Cottage Owner must provide the Board a written plan detailing how they intend on increasing the probability of a sale. The said plan must include, at minimum, incremental price reductions and an appraisal (at the Cottage Owner's cost). If the Board approves said plan, then a second (2nd) 180 day extension will be granted. If after having the first cottage on the market for two (2) years without a sale, then the Cottage Owner must submit a final plan to the Board. If the Board approves said second (2nd) plan, then a third (3rd) and final 180 day extension will be granted. If after the third (3rd) 180 day extension the first cottage is not sold, the Association shall take ownership of said cottage and endeavor to find a purchaser for the same. At such time as said cottage and improvements are sold and a new lease and membership are issued incident thereto, the money received by the Association for said cottage and improvements, after first deducting there from all sums, due and owing to the Association including but not limited to dues, fees, actual attorney fees, interest, expenses all amounts due to the Association and a fee of seven percent (7%) of the gross amount of the sale, shall be turned over to the said former Member or such other party as is then legally entitled to the same.

A Cottage Owner shall only have use of one (1) cottage during the period of time that they own two (2) cottages and one (1) is for sale. A Cottage Owner shall not have use of the second cottage (new lease) until the first cottage (original lease) is sold. The second cottage shall be maintained at the same level it had been previously maintained. A Cottage Owner shall continue to have only one (1) vote during the time they own two (2) cottages. All outstanding fees, dues, special assessments, personal property tax, and special assessments by governmental agencies shall be paid in full and be current as of the date of purchase of the second cottage.

If any of these guidelines are not followed, at any time, the Association may take immediate ownership of said cottage and endeavor to find a purchaser for the same.

3.04. Option to purchase adjoining cottage (for the purpose of tearing down said cottage): A cottage owner may purchase a cottage next to their cottage which has been placed for sale or ownership has been returned to the Association through foreclosure or other similar procedures. This purchase shall first be approved by the Board of Directors by a two-thirds (2/3) majority (8 votes). The Board of Directors shall take into account in approving a sale to a neighbor (or neighbors) the condition of the cottage to be sold and its proximity (closeness) to the Purchaser. A cottage may be purchased by more than one adjoining cottage owner. The cottage owner or owners purchasing an adjoining cottage shall be responsible to pay all fees, dues, assessments, taxes,

sewer assessments and any other fees associated with ownership of a second leased parcel or portion thereof if purchased by more than one cottage owner. This ownership shall not allow a cottage owner to have an additional vote. There currently exists 405 cottage owners and all dues, expenses, fees, etc. shall continue to be divided by 405 cottage owners, except a cottage owner that purchases under this provision may be responsible to pay more than one share of these expenses. If the Association takes ownership of a cottage by purchase, condemnation, foreclosure, or any other methodology, the Association may sell that leased parcel to any qualified purchaser or, at the option of the Association may sell that leased parcel to an adjoining Cottage Owner. If a cottage is torn down and is not purchased by the adjoining Cottage Owners then that vacant parcel of land may not be used for expansion or built on in any way by the adjoining cottage owners.

3.05 Transfer of Ownership: An owner may transfer their interest in their cottage to their spouse or their lineal descendants at any time during their lifetime or upon their death. A transfer may take place through a Will, Trust or through any other Rules and Regulations established by the Board of Directors. A spouse of a lineal descendant shall not hold title to a cottage unless the spouse of a lineal descendant is ex-service personnel or active duty service personnel. A transfer fee shall be paid by the member for every transfer made by the member except when transferring ownership to a spouse of ex-service personnel or active duty service personnel. As of July 1, 2013, a Veteran shall retain at least one percent ownership in their cottage for their entire lifetime. Veterans that have previously transferred their cottage to lineal descendants shall not be allowed to purchase a cottage. (Revised 8-10-13)

3.06 Active Members: Notwithstanding Section 3.01 of this Article III, only eligible individuals who have currently paid any and all dues and/or assessments levied by the Association within the time periods for making such payments and signed a lease with the Association shall be considered Active Members of the Association. Only Active Members shall be eligible for membership on an Association committee. Only Active Members shall be eligible to vote on any matter coming before the Association.

ARTICLE IV

Dues and Assessments

4.01 Dues and Assessments: The Board of Directors shall determine the amount of dues or assessments (including penalties and interest) to be levied from time to time as deemed appropriate by the Board of Directors.

4.02 Notice of Dues and Assessments: The Board of Directors shall cause a notice of any dues or assessments (including penalties and interest) to be delivered by first-class mail to the last known address of the Member or by personal delivery to each Cottage Owner (for the purposes of this Article IV, only, references to "Cottage Owners" or "Members" shall be deemed to include "non-active Members"). Except in the case of Association dues to be used for the general purpose of defraying costs incurred by the Association in the normal conduct of its business, the notice shall state the purpose of the levy and the method used to determine the amount of assessment. Each Member shall be responsible to provide to the Board of Directors their current permanent mailing address, in writing. Mailing of any documents by first class mail to the last known written address provided to the Board of Directors shall be deemed as sufficient notice of dues, assessments or other notices. If a cottage is owned by more than one person, those Cottage Owners shall designate one Owner as the primary Owner and notice to the primary Owner as noted above shall be deemed sufficient notice of dues, assessments or other notices. If a cottage has not designated an individual as a primary Owner, then the first individual listed on the Ownership of a cottage shall be deemed the primary Owner.

4.03 Payment of Dues, Fees, Fines and/or Assessments: Each member shall pay the amount of the dues, fees, fines and/or assessments by the due date established by the Board of Directors. The time period for payment of dues, fees, fines and/or assessments shall not be less than thirty (30) days from the postmark date of the notice. (Revised 8-10-13)

4.04 Default in Payment: If dues, maintenance charges and/or assessments or other charges (collectively, the "Charges") are not paid within the required time period set by the Board of Directors, they shall be considered as being in default. A Member whose Charges are in default shall no longer be an Active Member of the Association and shall lose the privileges of Active Membership, as set forth in Article III. The Board of Directors may pursue an action in any manner now or in the future permitted by law or equity to obtain personal judgment when a Member is in default. If a Director or Officer of the Association loses the privileges of Active Membership, he or she shall immediately be relieved of the duties of such position. A Member may again become an Active Member by paying to the Association all Charges in default (including those levied while the Member was not an Active Member), with interest at the maximum legal rate from the due date of each obligation in default, to the date of payment. The Board of Directors, in its sole discretion, may waive any penalties and/or interest thereon, in the event of special circumstances; provided, however, that such waiver shall be made only upon a seventy-five percent (75%) vote of the Board of Directors then in office.

If a Member has been relieved of his or her position as a Director or Officer by virtue of a default hereunder, and such vacancy has not been filled, upon reinstatement as an Active Member such person may again hold such position. If such vacancy has been filled, reinstatement as an Active Member shall not entitle such person to such prior position.

4.05 Indemnification: All cottage owners shall maintain and keep current comprehensive general liability insurance on occurrence basis, insuring against claims for personal injury, death, or property damage occurring in, on, or about the leased premise with a combined single limit as determined by the Board of Directors. Each cottage owner shall deliver to the Association, at the time of the signing of the lease and from time to time as required by the Board of Directors, a certificate of insurance for comprehensive general liability insurance. (Revised July 4, 2009)

4.06 Termination or Suspension of Membership and Lease: If any Member fails to pay any dues, fees, special assessments, personal property tax or special assessment (i.e. sewer assessment) by any governmental agency in a timely manner, the Member shall no longer be considered an Active Member of the Association as per Section 3.06. A Member failing to pay any of the above noted expenses shall be provided with notice at their last known address stating they have thirty (30) days to pay the outstanding expenses as noted above. Failure of a Member to pay any of the above noted expenses within thirty (30) days shall entitle the Association to take immediate possession of the cottage owned by a Member including all improvements thereon and said lease of the Member shall immediately be terminated. Said leased premises and all improvements shall henceforth be owned by the Association free and clear of any claim of said Member. The Member shall forfeit any right to enter or occupy the leased premises without the necessity of the Association undertaking any court action, eviction proceeding or any legal action of any kind.

If any Member violates any provision of these By-Laws, the terms of their lease or any Rule and Regulation duly adopted by the Board of Directors, the Board of Directors shall give the Member written notice that the Member shall have thirty (30) days to correct said violation. Failure of the Member to correct any violations within thirty (30) days shall entitle the Association to take immediate possession of the cottage owned/leased by a Member including all improvements thereon and said lease by the Member shall immediately be terminated and said leased premises/cottage and all

improvements shall be owned by the Association free and clear of any claim of said Member. The Member shall forfeit any right to enter or occupy the leased premises without the necessity of the Association undertaking any court action, eviction proceeding or any legal action of any kind. At the sole discretion of the Board of Directors, by a majority vote, the Board of Directors may grant the Member an additional thirty days to correct any violation.

The Board of Directors shall establish by Rule and Regulation a procedure for the sale of any leased premises/cottage in which the Association has ownership through purchase by the Association, foreclosure, or condemnation.

ARTICLE V

Meetings

5.01 Procedure: Meetings of the Association shall be held at a suitable place convenient to the Members, as may be designated by the Board of Directors. Each leased parcel shall have no more than one vote (see also restrictions at 3.03 and 3.04). When a parcel is owned/leased by a Post, only the Post Commander shall be allowed to vote. Where a Parcel is leased by more than one person, there shall be no more than one vote. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order, when not otherwise in conflict with the Articles of Incorporation, these By-Laws or the laws of the State of Michigan.

5.02 Annual Meetings: The Annual Meeting of the Association shall be held on the second Saturday in August; the time and place shall be determined by the Board of Directors. At the Annual Meeting, elections shall be conducted for Directors representing Wards and At-Large Directors whose term will expire in the current year or to fill a vacated seat as allowed in By-Law 6.09 and any other business shall be transacted that may properly come before the membership. At the Annual Meeting, regular business of the Association shall be conducted. The Board of Directors shall provide written notice to all members of the date, time, and location of the Annual Meeting. The Annual Meeting shall only be open to Members of the Association and their families. (Revised August 11, 2012)

5.03 Special Meetings: Special meetings of the Association may be called by the Board of Directors or by the President. Such meetings shall also be called by the President or Secretary at the written request of a majority of all Active Members of the Association. The notice of any special meeting shall set forth with specificity the time, place and the business to come before the Association, and only such business shall be transacted. The special meetings shall only be open to Members of the Association and their families.

5.04 Notice of Meetings: Except as otherwise provided by statute, written notice of the time, place, and purposes of each meeting, whether annual or special, shall be given not less than 10 days or more than 60 days before the date of the meeting. Notice shall be given either personally or by mail to each Member of record at his or her last address as it appears on the books of the Association.

5.05 Record Dates: The Board of Directors may fix in advance a record date for the purpose of determining Cottage Owners entitled to notice of an Association meeting or an adjournment of the meeting, or to express consent to or to dissent from a proposal without a meeting, or for the purpose of any other action. The record date fixed shall not be more than 60 days nor less than 10 days before the date of the meeting.

5.06 List of Members: The Secretary of the Association, having charge of the Member records, shall make and certify a complete list of the Active Members indicating those Members that are Active Members of the Corporation and entitled to vote at a meeting or any adjournment, and those Members of

the Association without voting privileges. The list shall be arranged alphabetically with the permanent address of each Member, and be produced at the time and place of the meeting, subject to inspection during the whole time of the meeting, and be prima facie evidence of those entitled to examine the list or vote at the meeting.

5.07 Quorum: Unless a greater or lesser quorum is required by statute, representation in person by ten percent (10%) of the Association Active Member's as of the record date shall constitute a quorum. Whether or not a quorum is present, the meeting may be adjourned by vote of the Active Members present.

5.08 Member Approval: Any action brought before the Active Members for a vote by the Active Members shall be deemed approved by an affirmative majority vote of the Active Members present at the annual meeting or a special meeting by a majority only of those Active Members voting on the action (including proxy vote).

5.09 Voting by Proxy: An Active Member may vote by proxy by specifically designating one individual, who shall be a spouse, lineal descendant or another Active Member. A proxy shall be designated in writing, stating the specific date of meeting for which the proxy is given, the proxy's name and proxy's relationship (i.e. lineal descendant or other Active Member). The proxy must be signed by the Active Member granting the proxy before a Notary. A proxy must be filed with the Secretary or the Secretary's designee at or before the opening of the meeting at which the proxy is granted. A spouse, lineal descendant, or Active Member may only be granted one proxy vote per meeting.

ARTICLE VI

Board of Directors

6.01 General Powers: The business, property, and affairs of the Association shall be managed by the Board of Directors. The Board of Directors shall be comprised of nine (9) Directors representing the Wards and two (2) At-Large Directors who shall have all of the powers and duties necessary for the administration and management of the affairs of the Association and may do all acts necessary thereto, subject to the provisions of Articles of Incorporation, these By-laws, CCCOA Rules and Regulations and applicable law. In addition to the following general duties, the Board of Directors shall be responsible for the following (Revised July 2, 2011):

- 6.01(1) To manage and administer the affairs of, and maintain the Property of the Association, including maintenance, repair and replacement of common elements as deemed necessary.
- 6.01(2) To collect assessments from the Members of the Association and to use the proceeds thereof for the purposes of the Association.
- 6.01(3) To carry insurance and collect and allocate the proceeds thereof.
- 6.01(4) To rebuild improvements after casualty; to make capital improvements.
- 6.01(5) To contract for and employ persons, firms, associations or other agents to assist in the management, operation, maintenance and administration of the Association.

- 6.01(6) To acquire, maintain, improve, to buy, operate, manage, sell, convey, assign, any real property. The sale of any real estate, purchase of any real estate, or change in ownership (i.e. conversion to condominiums) by the Association shall require approval of seventy-five (75%) percent of all Active Members of the Association, except, the Board of Directors shall be authorized to sell or purchase individual cottages through foreclosure or other similar procedures and as allowable under these By-Laws without approval of the entire Association Membership. Any sale of real estate, purchase of real estate, or change in ownership must be approved by the Association Members in the same procedural manner as an amendment to the By-laws, except as allowable under Article III and approval shall be by seventy-five (75%) of all Active Members of the Association.
- 6.01(7) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the Association and to secure such indebtedness by mortgage, pledge or other lien on property owned by the Association. Any such borrowing that would impose a lien or mortgage on property owned by the Association requires the approval of a majority of the votes cast by the Active Members.
- 6.01(8) To make Rules and Regulations in accordance with these By-Laws.
- 6.01(9) To establish such committees as it deems necessary, convenient or desirable, and to appoint persons thereto for the purpose of implementing the administration of the Property of the Association and to delegate to such committees any functions or responsibilities.
- 6.01(10) To make all reasonable policies, rules and regulations to implement the powers granted to the Board of Directors by the Articles of Incorporation and By-Laws.
- 6.01(11) To enforce the provisions of these By-Laws, reasonable rules and regulations of the articles of Incorporation.
- 6.01(12) To establish a procedure for settling grievances, claims, disputes or any other disagreements (including potential litigation) involving all aspects of Camp Curnalia including but not limited to the Board of Directors, Active Members, Members and non-Members.

6.02 Board of Directors: There shall be eleven (11) members of the Board of Directors. Nine (9) Members shall be elected from nine (9) individual Wards and two (2) At-Large Members shall be elected from the entire membership. Of the eleven (11) Board Members, no less than six (6), a majority, shall be Veteran Active Members and no more than five (5) shall be non-Veteran Active Members. The Board of Directors shall establish nine (9) Wards. One (1) Veteran who is an Active Member from each Ward shall be elected to the Board of Directors by receiving the most votes cast in that individual's Ward only. If, and only if, a Veteran Active Member does not accept a nomination for a specific Ward, then, and only then, any non-Veteran Active Member from that specific Ward may accept a nomination and be elected. In the event no Veteran Active Member accepts a nomination for a specific ward, the members in said specific Ward shall be notified of such by the Election and Voting Committee Chairperson, or their designee, so that non-Veteran Active Members may seek nomination and be elected to the usual three (3) year term. In the event that the election of a non-Veteran Active Member to the

Board as one of the Ward Representatives will cause the Board make-up to exceed five (5) non-Veteran Active Members, then that seat will become vacant and subject to By-Law 6.09, Board Vacancies.

Two (2) At-Large Members shall be elected from the entire Active Membership of the Association. Any non-Veteran Active Member or Veteran Active Member, over the age of eighteen (18) years may serve as an At-Large Member of the Board of Directors. In the event that the election of a non-Veteran Active Member to the Board as one of the At-Large Members will cause the Board make-up to exceed five (5) non-Veteran Active Members, then nominations for the At-Large Member for that election will be open only to Veteran Active Members. (Revised 8-10-13)

6.03 Nominations: Any Active Member may nominate himself/herself or others to be a member of the Board of Directors. Said nominated individual must accept a nomination in writing to the Election and Voting Committee Chairperson. Only Veterans who are Active Members may be nominated to serve on the Board of Directors from a Ward, except as provided for in Section 6.02, Board of Directors, in these By-Laws. Nominated At-Large Board Members may be non-Veteran or Veteran Active Members over the age of eighteen (18) years old. (Revised 8-10-13)

6.04 Elections and Voting Committee: The Board of Directors shall appoint a six (6) member Election & Voting Committee at the second Board of Directors' meeting immediately following the Annual Meeting. Board of Directors' Members shall not be appointed to the Election & Voting Committee. Of the six (6) Members first appointed, two (2) Members shall serve for one (1) year; two (2) Members shall serve for two (2) years; and two (2) Members shall serve for three (3) years. Thereafter, each succeeding Member shall be appointed to serve a three (3) year term, based on the recommendations of the Election & Voting Committee Chairperson. The Board of Directors shall appoint, for a one (1) year term, a Board Member as a Board liaison to the Election & Voting Committee. The appointed Election & Voting Committee shall maintain the Election and Voting Operations Manual, verify Active Members at a meeting for a roll call vote, create and tabulate ballots for a written ballot vote, conduct the election at the Annual Meeting, and any other duties as designated by the Board of Directors. (Revised August 12, 2017)

6.05 Term: Directors shall be elected at the annual meeting and shall assume their position on the Board of Directors immediately following the close of the annual meeting. The Board of Directors shall have staggered terms. At the first election of the Board of Directors Wards One, Two, and Three shall be elected for a one-year term. Wards Four, Five, and Six shall be elected for a two-year term. Wards Seven, Eight, and Nine shall be elected for a three-year term. After the election of the first Board of Directors, Board Members shall be elected for a three-year term, set terms to be staggered as noted above. A member shall be elected by receiving the most votes cast by the Active Members in their own Ward. At-Large members shall be elected by a vote of all Active Members. The first vote for the At-Large members shall take place at the 2010 Annual Meeting. At the first election of the At-Large members, the Active Member receiving the most votes of all Active Members shall be elected for a two-year term and the Active Member receiving the second most votes shall serve a one-year term. After the election of the first At-Large members of the Board of Directors, the At-Large Board members shall be elected for a two-year term. (Revised July 4, 2009)

6.06 Resignation: A Director may resign at any time by providing written notice to the Board of Directors. Notice of resignation will be effective on receipt or at a later time designated in the notice. A successor shall be appointed as provided in Section 6.09 Board Vacancies, of these By-

Laws.

6.07. Conflict of Interest: A Director with a conflict of interest is expected to recuse themselves from decisions (i.e. abstain) when such a conflict exists. Conflicts of interest occur when board members are in a position to influence a decision on policy or purchases where they might directly or indirectly receive financial benefit or be given improper advantage. To minimize any conflict, a board member should not participate in any way in the decision, including discussions.

6.08 Removal: Any Director may be removed by the Board of Directors following three (3) consecutive absences from regularly scheduled Board of Directors' meetings. Any Director may be recalled by a majority vote of the Active Members of his/her specific Ward, if a Ward Representative, or of the entire Active Membership, if an At-Large Director. (Revised 8-10-13)

6.09 Board Vacancies: In the event of a vacancy on the Board of Directors, representing one of the nine (9) Wards, notification shall be sent to all Members of the affected Ward. A vacant seat representing one of the nine (9) Wards on the Board of Directors shall be filled by a Veteran Active Member of the Ward appointed by the remaining Board of Directors, within forty-five (45) days of the vacancy, unless there are valid, extenuating circumstances. If there is not a Veteran Active Member of the affected Ward that is willing to serve as a member of the Board of Directors, then the Board of Directors may select any non-Veteran Active Member from that same Ward to fill the vacancy. If no Active Member, Veteran or non-Veteran, of the same Ward is willing to serve as a member of the Board of Directors or the appointment of a non-Veteran Active Member to the Board to fill a vacant Ward Representative seat will cause the Board make-up to exceed five (5) non-Veteran Active Members, then the Board of Directors may select any other Veteran Active Member from the Association to fill the vacancy. Notice shall then be sent to all Members in the Association that the Board of Directors will be filling a vacant Board seat with a Veteran Active Member from another Ward. The vacancy shall be filled by majority vote of the Board of Directors present at the meeting. The appointed Member of the Board of Directors will serve until the next Annual Meeting. At that time, an election will be held to complete the term of the vacated Member of the Board of Directors.

In the event of a vacancy in one of the At-Large Board of Directors seats, notification shall be sent to all Members of the Association. A vacancy in one of the At-Large Board of Directors seats shall be filled by an Active Member, non-Veteran or Veteran, appointed by the remaining Board of Directors, within forty-five (45) days of the vacancy, unless there are valid, extenuating circumstances. In the event that the appointment of a non-Veteran Active Member to fill a vacant At-Large seat will cause the Board make-up to exceed five (5) non-Veteran Active Members, then, and only then, will the appointment of only a Veteran Active Member will be allowed. The vacancy shall be filled by majority vote of the Board of Directors present at the meeting. The appointed Member of the Board of Directors will serve until the next Annual Meeting. At that time, an election will be held to complete the term of the vacated Member of the Board of Directors. (Revised 8-10-13)

6.10 Annual Meeting: An annual meeting of the Board of Directors shall be held each year immediately after the Annual Meeting of the Members provided for in Section 5.02 or the Board of Directors shall cause the meeting to be held as soon thereafter as is convenient.

6.11 Regular Meetings: Regular meetings of the Board of Directors may be held at the time and place as determined by Board resolution and published for the membership on the Camp Curnalia website.

6.12 Special Meetings: Special meetings of the Board may be called by the President or by any three (3) Directors, at a time and place as determined by those persons authorized to call special meetings. Notice of the time and place of special meetings shall be given to each Director in any manner reasonably calculated to assure receipt thereof at least three (3) days before the meeting.

6.13 Statement of Purpose: Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice for that meeting.

6.14 Waiver of Notice: The attendance of a Director at a Board meeting shall constitute a waiver of notice of the 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. In addition, the Director may submit a signed waiver of notice that shall constitute a waiver of notice of the meeting.

6.15 Quorum: A majority of the Directors then in office constitutes a quorum for the transaction of any business at any meeting of the Board of Directors. Actions voted on by a majority of Directors present at a meeting where a quorum is present shall constitute authorized actions of the Board of Directors.

6.16 Books and Records: The Board of Directors of the Association or the Board designee shall keep detailed books of account showing all expenditures and receipts of the Association and its administration which shall specify the maintenance and repair expenses and any other expenses incurred by or on behalf of the Association. All books, records and contracts of the Association shall be available for examination by any of the Members during convenient times. All books and records shall be audited and reviewed at least annually by independent accountants; provided, however, that such audit need not be certified. The Association shall prepare and distribute to each Member at least annually a financial statement, the contents of which shall be defined by the Board of Directors. The costs of any such audit and any accounting expenses shall be expenses of administration of the Association.

6.17 Compensation and Expenses of the Board of Directors: The Board of Directors shall not be paid any salary or any compensation of any kind whatsoever for acting as an Officer or Director of the Association, except the Board of Directors shall be entitled to be reimbursed for any actual expenses and costs incurred by them in the execution of their duties as a Director. No travel expenses will be paid for travel to and from regularly scheduled Board Meetings from May through September, except the Board of Directors may allow for an individual Member exception for special circumstances.

ARTICLE VII

Committees

General Powers: The Board, by resolution adopted by a majority vote of its Directors, may designate one or more committees; each committee may consist of one or more Directors. The Board may also designate one or more Directors as alternate committee members who may replace an absent or disqualified member at a committee meeting. All committees designated by the Board of Directors shall serve at the pleasure of the Board.

A committee designated by the Board of Directors may exercise any powers of the Board of Directors in managing the Association's business and affairs, to the extent provided by resolution of the Board. However, no committee shall have the power to

- (a) amend the Articles of Incorporation;
- (b) adopt an agreement of merger or consolidation;
- (c) amend the By-Laws of the Association; or
- (d) fill vacancies on the Board.

ARTICLE VIII

Officers

8.01 Number: The officers of the Association shall be appointed by the Board of Directors. The officers shall be the President, Vice-President, Secretary, and Treasurer. The Officers of the Board of Directors shall be appointed by a simple majority vote of the Board of Directors. The Board of Directors shall meet immediately after the Annual Meeting or as soon as convenient after the Annual Meeting to elect the Officers of the Board of Directors. The President shall be a voting member of the Board. A member of the Board of Directors may only hold one office.

8.02 Term of Office: Each officer shall hold office until the next Annual Meeting at which time, the Board of Directors shall appoint officers (an officer may be re-appointed on an annual basis by the new Board of Directors). An Officer may resign at any time by providing written notice to the Board of Directors. Notice of resignation is effective on receipt or at a later time designated in the Notice.

8.03 Removal: An officer appointed by the Board of Directors may be removed by vote of a majority of the Directors and his or her successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called in whole or in part for such purposes.

8.04 Vacancies: A vacancy in any office for any reason shall be filled by the Board of Directors as soon as possible.

8.05 President: The President shall be the chief executive officer of the Association and shall have authority over the general control and management of the business and affairs of the Association. The President shall preside at meetings of the Association and of the Board of Directors. The President shall have all the general powers and duties which are usually vested in the office of the President of a Association, including, but not limited to, the power to appoint committees from among the eligible Members of the Association from time to time as the President may deem appropriate to assist in the conduct of the affairs of the Association.

8.06 Vice President: The Vice President shall have the power to perform duties that may be assigned by the President or the Board of Directors. If the President is absent or unable to perform his or her duties, the Vice President shall perform the President's duties until the Board of Directors directs otherwise. The Vice President shall perform all duties incident to the office.

8.07 Secretary: The Secretary shall (a) keep minutes of Board meetings; (b) be responsible for providing notices to each Member and/or Director as required by law, the Articles of Incorporation of the Association, or these By-Laws; (c) be the custodian of Association records; (d) keep register of the names and addresses of each Cottage Owner and Association officers and Directors; (e) shall make and certify a complete list of the Cottage Owners/Members indicating those Members that are Active Members of the Association and entitled to vote at a meeting or any adjournment and those Members of the Association without voting privileges as per Section 5.06; and (f) perform all duties incident to the

office and other duties assigned by the President or the Board of Directors.

8.08 Treasurer: The Treasurer shall (a) have charge and custody over Association funds and securities; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the Association at such depositories in the Association's name that may be designated by the Board of Directors; (d) complete all required corporate filings; (e) ensure that expenditures for the maintenance and repair of Association property and other expenses incurred by or on behalf of the Association are properly recorded; and (f) perform all duties incident to the office and other duties assigned by the President or the Board. The Treasurer shall prepare and distribute to each member at least once per year the Association financial statement. The Board of Directors by simple majority may hire, at reasonable cost, a bookkeeper, accountant, or CPA to assist the Treasurer in fulfilling the treasurer's duties.

8.09 Authorized Signatures: The President, Treasurer and Secretary of the Association shall be the designated signatories and are thereby authorized to sign checks and other legal documents on behalf of the Board of Directors. As a designated signatory, the Treasurer shall be authorized to singularly sign checks to pay ordinary and/or recurring expenses. Checks over \$1,000 shall require the signature of two (2) designated signatories. All CCCOA leases shall be signed singularly by the President or their designee and notarized.

At its discretion, the Board of Directors may hire a bookkeeper, accountant or CPA, as allowed in By-Law 8.08, and may authorize them as an additional designated signatory. The bookkeeper, accountant or CPA may then serve to singularly sign checks to pay ordinary and/or recurring expenses and to be the second (2nd) of two (2) designated signatories for checks over \$1,000 and on any appropriate legal documents (i.e. corporate/tax papers). (Revised August 12, 2017)

ARTICLE IX

Fiscal Year

9.01 Fiscal Year: The fiscal year of the Association shall be deemed July 1 to June 30.

9.02 Depository: The funds of the Association shall be deposited in such financial institution as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time.

ARTICLE X

Indemnification and Bond

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a part, or in which he may become involved, by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification herein this section shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement and makes the determination that the Director or Officer acted in good

faith and in a manner he or she believed to be in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all rights to which such Director or Officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all co-owners thereof. While this provision is intended to meet and exceed indemnification available under applicable Michigan statutes, to the extent there is any conflict, the applicable Michigan statute shall control. The Association shall maintain Director and Officer Insurance. The Association shall bond every Director, Officer or Bookkeeper, Accountant, CPA hired to assist the Treasurer having the authority to sign documents (including checks) on behalf of the Association.

ARTICLE XI

Compliance

All present and future Members, Cottage Owners, tenants and all other persons who may in any manner use, enter upon or acquire any interest in the Property, or any part thereof, shall be subject to and comply with the provisions of these By-Laws, the Articles of Incorporation, the Declaration of Covenants, Conditions, Restrictions and Easements, and all Rules and Regulations of the Association, without limitation, any provision thereof pertaining to the use and operation of the Property. The execution of a lease, the act of occupying a cottage, or presence on the Property shall constitute an acceptance of the provisions of this Article XI.

ARTICLE XII

Common Areas

12.01 Common Ground: Common Ground will include Beaches, Parks, Drives, Walkways to Beaches, and areas that have historically been designated as District Parking Areas. Common Ground shall be designated for use by all Members of the Association. The status of Common Ground may only be changed by Amendment to the By-Laws under Article XVI (Beaches are protected by Township and State Laws). (Revised 7-3-10)

12.02 Beach and Beach Usage: The Beach at Camp Curnalia shall be open to all Members of the Association and no one Cottage Owner shall restrict or block the use of the beach to any Member of the Association. Members are prohibited from placing their watercraft in the water of areas other than that area assigned to their specific District. All Members shall be entitled to at least one space for their watercraft in their assigned District area. Dock placement and the number of docks to be placed on the beach in the water shall be with the approval of the Board of Directors on all beach areas in Camp Curnalia. In cases where one dock has been used by one cabin, the Board will re-assign those docks to multiple use docks to reduce the number of docks on the beach and water of Camp Curnalia.

ARTICLE XIII

Sewers

Sewers: All cottage owners of Camp Curnalia Cottage Owner's Association shall be required to hook up their individual sewer system to the municipal sewer system once the municipal sewer system is available for use. Cottage owners, at their own cost, are required to remove any septic tank, drywell, or septic holding system. Each cottage owner shall individually be liable for their own septic tank, drywell, or septic holding system and the Camp Curnalia Cottage Owner's Association shall be relieved of any liability associated with said septic tank, drywell, or septic holding system. All payments for sewer usage, operation, maintenance and repairs/replacement shall be paid by the cottage owner by the due date issued by the sewer

ARTICLE XIV

Violation of By-Laws, Lease, Rules or Regulations

14.01 Members: Should any provisions of the By-Laws, lease, or Rules and Regulations be violated by any Member or Active Member, of the Association, the Board of Directors may take appropriate action to deprive such individual of the privilege of the use of Camp Curnalia, their cottage or any portion of Camp Curnalia whatsoever (including the beach and water privileges). The Board of Directors may require said individual to vacate from the premises immediately or take such other action as is deemed appropriate under the laws of the State of Michigan. Failure of said individual to vacate constitutes an act of trespass. Any individual who actively assists any Active Member, Member or Non-Member to violate a By-Law, lease, or Rule and Regulation shall also be considered in violation and shall be subject to provisions of this section. Any Member or Active Member who shall violate any of the By-Laws, lease, or Rules and Regulations may be subject to the Board of Directors terminating their lease. Members or Active Members who have lost privileges for the use of Camp Curnalia shall be considered trespassers. The Board of Directors may take such action as they deem necessary under the laws of the State of Michigan including requesting law enforcement assistance in having the individual removed and/or arrested. If a Member of the Board of Directors violates a By-Law, lease or Rules and Regulations, or actively assists any Active Member, Member or Non-Member to violate a By-Law, lease or Rules and Regulations, they may be removed from the Board of Directors by a majority vote of the remaining Board of Directors. If a Member of the Board of Director is removed, they shall not be allowed to serve on the Board of Directors for three (3) years.

14.02 Non-Members: Should any of the provisions of these By-Laws or the Rules and Regulations be violated by any Non-Member of the Association, the Board of Directors may require them to vacate the property immediately, or take such other action as they deem appropriate under the laws of the State of Michigan. Their failure to vacate shall constitute as an act of trespass. Any Non-Member who has been denied access to the property under the terms of these By-Laws or the Rules and Regulations, and fail to vacate the property immediately, shall constitute as an act of trespass. The Board of Directors may take such action as they deem necessary under the laws of the State of Michigan, including requesting law enforcement assistance in having the person removed and/or arrested.

ARTICLE XV

Invalidity

Invalidity: If any word, part, sentence, paragraph, section, subsection, phrase, or any portion of these By-Laws or the application of these By-Laws to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of these By-Laws shall not be affected by the invalid term or provision and shall remain valid.

ARTICLE XVI
Modification to By-laws

16.01 Amendments, Repeal, new By-Laws: The Active Members of the Association at the Annual Meeting may amend, repeal or adopt new By-Laws (hereafter called "revision") by a simple majority vote of the Active Members voting on the revision. An individual requesting to revise a By-Law shall provide said request in writing and provide their name, permanent address, Association address, telephone number and date of correspondence. The individual submitting the request shall also provide a petition in favor of the revision, signed by no fewer than twenty (20) Association Active Members. Proposed By-Law revisions will not be considered if this information is not provided to the Board of Directors, minimally, ninety (90) days in advance of the Annual Meeting and are not in compliance with By-Law 16.02 Procedure.

16.02 Procedure: Any amendment, repeal, or new By-law (hereafter called "revision") must be provided to the Board of Directors, in writing, minimally, ninety (90) days in advance of the Annual Meeting. The By-Laws Committee will be charged with determining if the proposed revision is in conflict with either the Deed between the CCCOA and the State of Michigan, the Articles of Incorporation or another By-Law. In the event the proposed revision is in conflict, the By-Laws Committee shall contact the individual that submitted the revision to see if the problem can be rectified. The By-Laws Committee, in consultation with the individual requesting the revision, shall then review the proposal to determine if the wording correctly conveys the intent of the submitted revision. The By-Laws Committee shall then determine how or if the proposed revision will be or can be implemented. If the proposed revision will prove difficult to implement, the By-Laws Committee shall consult with the individual who submitted the revision to see if changes can be made for easier implementation. A written explanation giving the rationale for the proposed revision to the By-Laws shall be provided by the individual submitting the revision with input from the By-Laws Committee. The explanation shall attempt to capture all of the pros and cons of approving the proposed revision. Notice of any proposed revision(s) to the By-Laws shall be provided to the Members, in writing, at least twenty-one (21) days before the date of the Annual Meeting. Once notice has been provided to the Members in writing, any proposed B-Law revision(s) may not be modified in any manner. A written ballot will be provided with a written notice of the proposed revision(s). Active Members will be allowed to vote on proposed revision(s) by mail, provided said ballot is received by the Election and Voting Committee before the Annual Meeting or an Active Member may vote at the Annual Meeting in person. In order to vote in person when a ballot has been provided with a notice, the Active Member must bring that ballot(s) sealed in the return envelope provided with the ballot(s) and present it to the Election and Voting Committee prior to the start of the meeting. No replacement ballot shall be issued to any Member at any time. (Revised 8-10-13)

16.03 Notice Proposal: Amendment, repeal, or new By-Laws may be proposed by any Member of the Association provided the proposed amendment, repeal, or new By-Law is provided, in writing, to the Board of Directors at least ninety (90) days before the annual meeting or special meeting. The Board of Directors shall notify all Association Members, twenty-one (21) days before an annual meeting or special meeting of the amendment, repeal, or new By-Law including a ballot.

16.04 Distribution: A copy of each change to these By-Laws shall be furnished to every

Member of the Association after adoption, but failure to make such distribution shall not affect the validity of any amendment otherwise duly adopted.

ARTICLE XVII

Supersede

These By-Laws supersede and invalidate all prior By-Laws. Any Leases entered into between the prior owners of Camp Curnalia or any other entities with Cottage Owners are hereby invalid.

ARTICLE XVIII

Dissolution

In the event of Dissolution, the assets and property of this Corporation shall be conveyed and transferred the State of Michigan as per the deeds originally transferring the real estate to the Corporation by the State of Michigan dated May 31, 2007 and found in the Roscommon County Register of Deeds at Liber 1060, Pages 1436-1437 and the Crawford County Register of Deeds at Liber 687, Pages 238-239, which qualifies for exception with the meaning of Section 501(c)(3) of the U.S. Internal Revenue Code.

Adopted July 5, 2008; Amended July 4, 2009; Amended July 3, 2010; Amended July 2, 2011.

Revised July 4, 2009, 6.02 Board of Directors
Revised July 4, 2009, 6.03 Nominations
Revised July 4, 2009, 6.04 Elections and Voting Committee
Revised July 4, 2009, 6.05 Term

Revised July 3, 2010, Section 3.02 Grandfather Clause
Revised July 3, 2010, Section 8.09 Authorized Signatures
Revised July 3, 2010, Section 12.01 Common Ground
Deleted July 3, 2010, Definition: Common Area
Adopted July 3, 2010, Article XVIII, Dissolution
Adopted July 3, 2010, Definition of Leased Land

Revised July 2, 2011, Section 5.02 Annual and General Membership Meetings
Revised July 2, 2011, Section 6.01 General Powers
Revised July 2, 2011, Section 6.02 Board of Directors
Revised July 2, 2011, Section 6.03 Nominations
Revised July 2, 2011, Section 6.09 Board Vacancies
Revised July 2, 2011, Section 16.02 Procedure
Revised July 2, 2011, Section 16.03 Notice Proposal

Revised August 11, 2012, Section 3.05 Transfer of Ownership
Revised August 11, 2012, Section 5.02 Annual Meetings
Revised August 11, 2012, Section 6.02 Board of Directors
Adopted August 11, 2012, Section 6.05 Term Limits

Revised August 10, 2013 Section 3.05 Transfer of Ownership
Revised August 10, 2013 Section 4.03 Payment of Dues, Fees, Fines and/or Assessments
Revised August 10, 2013 Section 6.02 Board of Directors
Revised August 10, 2013 Section 6.03 Nominations
Revised August 10, 2013 Section 6.05 (a) Term Limits (rescinded)
Revised August 10, 2013 Section 6.08 Removal

Revised August 10, 2013 Section 6.09 Board Vacancies
Revised August 10, 2013 Section 16.02 Procedure

Revised August 13, 2016 Section 3.03 First Option to Purchase
Revised August 13, 2016 Section 6.17 Compensation and Expenses of the Board of Directors
Revised August 13, 2016 Section 14.01 Members
Revised August 13, 2016 Section 14.02 Non-Members
Revised August 13, 2016 Section 16.01 Amendments, Repeal, New By-Laws
Revised August 13, 2016 Section 16.03 Notice Proposal
Revised August 12, 2017 Section 6.04 Elections and Voting Committee
Revised August 12, 2017 Section 8.09 Authorized Signatures

Definitions

Wherever the following terms are used in these By-Laws or the Rules and Regulations of Camp Curnalia Cottage Owners Association (also known as CCCOA) they shall mean the following, unless the context clearly requires otherwise.

Active Member. Has signed a lease with the CCCOA and has paid all dues and assessments. Has the right to vote at all meetings of the CCCOA.

Beach. To preserve natural resources, water quality and community scenic and recreational values, a waterfront setback is established to include all land area located within seventy five (75) feet of the ordinary high water mark of the lake.

Common Area. Deleted 7-03-10.

Cottage Owner. A cottage owner is the ex-service personnel, their spouse, or their direct lineal descendant(s) owing a single-family dwelling within Camp Curnalia.

Direct Lineal Descendant A person in direct line of descent. Such as child(ren), grandchild(ren) and so on. Legally adopted children are considered direct lineal descendants. People in the direct line of descent go to the **remotest posterity**. (As contrasted with collateral descendants, such as step-children, brother, sister, niece, nephew, parents or in-laws who in these by-laws have no standing.) **Example A.** Ex-service personnel and their spouse buy a cottage/lease, the ex-service personnel dies before the spouse, and the spouse re-marries. In this case, the new spouse cannot be added to the lease/cottage unless this new spouse was also ex-service personnel. **Example B.** The original ex-service personnel and their spouse have passed the lease/cottage on to their children, grand children or great grand children, only their direct lineal descendents may have their names on the lease/cottage unless one of the spouses of the direct lineal descendents is also ex-service personnel. **Example C.** The ex-service personnel and their spouse are granted a legal divorce. The ex-service person may retain only the ex-service person's name on the lease/cottage. Or they may in this case have the children of the ex-service personnel listed with their name on the lease/cottage, unless the ex-spouse was also ex-service personnel. In all cases of divorce the only way a person may be listed on the lease/cottage is if they are ex-service personnel as defined in these by-laws. **Example D.** If at any time there is no surviving spouse or direct lineal descendant of the deceased ex-service personnel the cottage/lease in question must be sold. **Example E.** Anytime a surviving spouse of a deceased ex-service personal remarries and that person is also ex-service personnel, that ex-service personnel may now be added to the lease/cottage. If a direct lineal descendent has married an ex-service person, these ex-service personnel may also be placed on the lease/cottage and at that point all of their children are also now direct lineal descendents.

Reason for Examples: The intent of the State of Michigan when the land was deeded to the

Camp Curnalia Cottage Owners Association on May 31, 2007 was that the "property shall be used by the Grantee exclusively for residential cottages and allied recreational purposes for the direct benefit of ex-service personnel, their spouses, and direct lineal descendants".

District. The area a cottage is assigned to for dock use, beach use, etc. This can include more than one named drive. Not to be confused with wards.

District Chairperson. This is the person who is the representative of the District and oversees the activities of the District. Each District shall have a Chairperson. In addition to any District activities, the District Chairperson shall actively participate with the Board in prompting accurate communications with Camp Curnalia. If a District does not have a chairperson one may be appointed by the board for that area. The name and contact information will be forwarded annually to the board. This person does not need to be ex-service personnel. Districts may have other officers as they deem appropriate.

Drive is an individually named drive serving more than one cottage, used for vehicular ingress and egress.

Ex-Service Personnel A person who was honorably discharged from United States Armed Forces, Army, Air Force, Navy, Marine Corps, Coast Guard, National Guard and Reserve Units. Ex-service personnel also are known as veterans. (Proof of Honorable Discharge shall be in the form of a DD-214 or any comparable military approved document).

Lease. The document used by the CCCOA to assign a parcel of land for a cottage in the CCCOA.

Leased Land. All Real Estate (Land) shall solely be owned by the Camp Curnalia Cottage Owners Association. No one Member shall own any one specific parcel of land. The Board of Directors may Lease parts of the land for use by an Individual cottage owner(s). Although no clear lines are established for the leasing of specific parcels, the Board or its designated Committee may determine the assigned portion of property for each cottage owner's lease and use. The Board of Directors or its designated Committee shall have the sole discretion to determine construction approval for each leased parcel of land, including but not limited to, the placement of decks, sheds, additions, new construction, parking, etc. Adopted 7-3-10

Member. Is all the people of the CCCOA, whether they are Active Members or Members that are not considered active members for failure to pay their dues/assessments and/or fail to sign a lease.

Post Cottage. A post cottage is one that was purchased by a Post of the American Legion prior to May 31, 2007, is still owned by the same Post, and has a signed lease with the CCCOA.

Spouse is only the wife or husband of the ex-service personnel, and **not** the wife or the husband of non-veterans.

Ward. One of the nine (9) voting geographical areas set up originally in the year 2006. (Much the same as voting precincts) These areas have no impact on the district a cottage is assigned to for beach and dock use. Not to be confused with district.