## The Oakwood Club, Inc.

## Bylaws

Amended: September, 2021

## Preface

This amendment of the Bylaws incorporates the changes which were approved at the 2020 Fall Meeting.
The numbering structure for these revisions is as follows:

## ARTICLE I

Section: A
Paragraph: 1
Sub Paragraph: a
Item: i
Referenced as: AI.A.1.a.i

As a final note the term "Rules of Assembly" now used in this document means inclusively, the Articles of Incorporation, Constitution, Bylaws, Robert's Rules of Order Newly Revised, latest edition, to which they are applicable, and in which they are not inconsistent with the Constitution, the Bylaws or the Laws of the State of Minnesota, and Policy Manual of The Oakwood Club, Inc.

The Constitution and Bylaws Committee

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## ARTICLE I - Election of Officers

## Section A: Election of President and Board of Directors

## 1. Frequency of Elections and Term Length

a. A President shall be elected annually for a one (1) year term, or until a successor is elected.
b. Two (2) Board of Directors (hereinafter referred to as the "Board") members shall be elected annually for a three (3) year term or until a successor is elected.
c. Elections shall be conducted at the Annual Meeting. A simple majority of the quorum shall be required for election.
d. The President's and Board members' terms of office shall commence upon adjournment of the Annual Meeting.
e. The President and Board members shall not be elected to serve for more than two (2) full consecutive terms of the same office. Husband and wife or couples (female and male) may not serve on the Board at the same time. If the spouse of a Board member is elected President, the Board member's office shall be declared vacant and the remainder of the term shall be filled according to the procedures of the Bylaws.

## 2. Requirements To Be Elected To Office

a. To be elected to the office of President, a General Member must have served on the Board for at least ten (10) months.
b. A candidate for the Board must have been a non-Provisional General Member in good standing for at least ten (10) months by the date of the Annual Meeting.
c. A member who has voluntarily relinquished membership, or has had their membership terminated, for more than two (2) years must meet these requirements again after reinstatement of membership.

## 3. Nominating Procedures

a. The official slate of candidates shall be comprised of nominees selected and recommended by the Nominating Committee. Any two General Members may propose a candidate, or candidates, meeting the above requirements to the Nominations Committee, or by submitting the name(s), in writing, to the Secretary at least Forty-Five (45) days prior to the Annual Meeting, provided that such members submitting candidate(s) must be unrelated to the proposed candidate(s). Nominations meeting the above requirements may also be made from the floor at the Annual Meeting.

## 4. Sequence of Elections and Voting Procedures

a. The election for President shall be conducted first on a separate ballot, with losing candidates eligible for nomination as candidates for the Board.
b. In the event no candidate for President receives a simple majority the candidate with the lowest vote shall be removed from the ballot and another ballot shall be cast.
c. The nominations and elections of Board members shall follow the election for President. In the event two (2) candidates for the Board do not receive a simple majority, the candidate receiving a simple majority (if any) shall be elected and another ballot cast for the remaining position. In the event no candidate receives a simple majority in the first or subsequent ballots, the candidate with the lowest vote shall be removed from the ballot and another ballot shall be cast.

## 5. Conducting the Elections and Counting Votes

a. The current President shall appoint an Elections Committee, at least thirty (30) days prior to the Annual Meeting, consisting of a Chair and two (2) other non-Provisional General Members in good standing to conduct the elections and to count the ballots. Members of this committee shall not be Officers, members of the Board or related to Officers or members of the Board. This committee shall submit a written report showing all ballots cast and all vote tallies, with such report to be kept on file with the Secretary until the next Annual Meeting.

## 6. Vacancy of a Board of Director or President

a. If a vacancy occurs on the Board, the remaining Board members shall nominate and elect, within sixty (60) days, a qualified General Member to the position to complete the term of office or until a successor is elected.
b. If a permanent or temporary vacancy as determined by the Board occurs in the office of President, the Vice President shall preside as President until the President resumes his duties or until the end of the term, whichever occurs first. The Board shall elect a qualified General Member to serve on the Board until the former Vice President's term expires or the former President resumes duties.
c. If a vacancy occurs on the Board within sixty (60) days preceding any membership meeting, the unexpired term of the position shall be nominated and elected by the members at the next membership meeting.

## Section B: Election and Appointment of Officers and Positions

## 1. Offices and Positions Appointed or Elected by the Board

a. All elected and appointed offices and positions shall serve at the discretion of the Board.
b. The elected positions are: Vice President, Secretary, Treasurer, Assistant Treasurer, and Certifying Officer. The appointed positions are Chairs of committees and the committee members subject to approval by the Board unless otherwise set forth in the Bylaws.
c. The Vice President shall be elected from the six (6) at large members of the Board. Such election shall take place at a meeting of the newly elected Board immediately following the Annual Meeting.
d. The Secretary cannot be a member of the Board, or related to the President or Vice President.
e. The remaining positions can be held by current Board Members or any qualified member in good standing unless otherwise set forth in the Bylaws.
f. All terms of office shall be for one (1) year or unless otherwise set forth in the Bylaws, or until a successor is elected.

## 2. Membership Committees

a. The Membership Recruitment Committee is made up of a minimum of three (3) qualified, unrelated members serving staggered three (3) year terms and the Certifying Officer. The Board shall elect one (1) member ("husband and wife," or "single" count as one member) each year to serve on the Membership Recruitment Committee for a three (3) year term or until a successor is elected. The Certifying Officer is included to act as a liaison between Regional and National organizations with which the Club is currently affiliated and is not a voting member of the Committee
b. The Membership Relations Committee is made up of three (3) qualified, unrelated members serving staggered three (3) year terms and the Certifying Officer. The Board shall elect one (1) member ("husband and wife," or "single" count as one member) each year to serve on the Membership Relations Committee for a three (3) year term or until a successor is elected. Two (2) alternate members shall be elected and substituted at the discretion of the Board to resolve any conflict of interest. Members of this Committee shall not be Officers, members of the Board or related to Officers or members of the Board, with the exception of the Certifying Officer. The Certifying Officer is included to act as a liaison between Regional and National organizations with which the Club is currently affiliated and is not a voting member of the Committee.

## 3. Delegates to Associations

a. The Board shall elect delegates to the Regional and National conventions of any associations with which the Club has an affiliation, according to the procedures of those associations.

## Section C: Removal from Office

1. A majority of the non-provisional General membership in good standing may file a signed petition with the Board requesting the impeachment of a member or members of the Board or any officers with complete and detailed reasons for seeking such action.
2. At the next regular Board meeting, the Board must call a special meeting of the membership within thirty (30) days to act on the impeachment petition.
3. The purpose of that special meeting shall be stated in writing and mailed to each member of the Club at least twenty (20) days prior to the meeting.
4. At the impeachment meeting, a special presiding officer must be elected from the portion of the non-provisional membership in good standing who are not Officers, members of the Board or related to Officers or members of the Board.
5. After full debate, a vote must be taken on the motion to impeach. To carry, the motion must have an affirmative vote of at least the same majority of qualified General Members as required to amend the Constitution.
6. In the event of impeachment, the membership shall then elect new Board members or Officers to fill the unexpired term(s), including the presidency.

## ARTICLE II - Duties of Officers and Positions

## Section A: General Duties of all Officers and Positions

1. The duties of the following offices are not intended to be inclusive. Each office also includes such other duties applicable to the office as prescribed in Robert's Rules of Order Newly Revised, latest edition.
2. All Officers and positions shall conduct all duties of their office in accordance with Oakwood's Rules of Assembly.
3. On occasion, there may be more than one person holding an office, excluding the office of President, and splitting the duties thereof. For example, the duties of the Secretary may be divided between a Corresponding Secretary and a Recording Secretary, or the office of Treasurer may be divided into a Treasurer and an Assistant Treasurer. In such a case, the incumbents shall divide the duties according to their interests and skills, with approval of the Board.
4. All Officers and positions shall turn over, or make arrangements to turn over, to successors any records, property or communications of the position within ten (10) days of expiration of the term of office or upon removal or resignation from a position. Failure to do so may result in disciplinary action.

## Section B: Duties of the President

The President shall:

1. Preside over all membership and Board meetings.
2. Be a non-voting ex-officio member of all committees except the Nominations, Election, Audit, Membership Recruitment and Membership Relations Committees.
3. Appoint, with the approval of the Board, Chairs of all standing and special committees except as otherwise set forth in the Bylaws.
4. Not vote on any question before the Board except in the case of a tie vote, wherein the President may choose to, but is not required to vote, to break a tie on a question.
5. Sign, together with the Secretary and the Treasurer, all deeds and legal documents, and shall represent the Board and the Club in all legal actions.
6. Be bonded by a bonding company. The cost of the bond shall be paid by the Club.

## Section C: Duties of the Vice President

The Vice President shall:

1. Preside at meetings during the absence of the President.
2. Assume, temporarily, all powers of the Presidency during the absence of the President.
3. Fill the un-expired term of the President in case of resignation, removal from office or other circumstances.
4. Assist the President in carrying out his functions.
5. Be bonded by a bonding company. The cost of the bond shall be paid by the Club.

## Section D: Duties of the Secretary

The Secretary shall:

1. Act as the Recording Officer of the Board and of the Oakwood Club, Inc.
2. Maintain a Safety Deposit box containing the Charter, Constitution, Bylaws, Articles of Incorporation, Deeds, Titles, Mortgages and any other legal documents of the Club. Ensure that the current President and Treasurer have physical access to the box. Provide copies of documents upon request to the Board Members and Officers.
3. Keep a register of all members, their membership status, campsite assignment, and contact information, and call the roll when required; notify officers and committees of their appointments or election; send proper notices of all meetings; provide member information to the appropriate users.
4. Record the minutes of all meetings and furnish them to the President and all Board members in a timely manner.
5. Receive and date-stamp all external correspondence in any form, either hard copy or electronic, (e.g. postal mail, electronic mail or requests received from the Club's web page).
6. Conduct the general correspondence of the Club.
7. Send appropriate original copy or duplicate copies of correspondence to the proper Officers and/or committees.
8. Receive and maintain a log and copy of all submissions through the Suggestion process.
9. Maintain the archives of all official or legal documents of the Club.
10. Receive all Committee reports ten (10) days prior to Board meetings and forty-five (45) days before General Membership meetings.

## Section E: Duties of the Treasurer

The Treasurer shall:

1. Keep accurate financial records of The Oakwood Club, Inc. according to generally accepted accounting principles.
2. Under the direction of the Board, collect and disburse the funds of the Club.
3. Prepare a written statement for each regular Board meeting showing the receipts, disbursements, expenses and present balance of money on hand, and so far as practical, the outstanding obligations of the Club up to that meeting.
4. At the Annual Meeting, present a complete balance sheet showing the financial condition of the Club, and a complete detailed report of the receipts, disbursements and expenses for the past year.
5. Be bonded by a bonding company. The cost of the bond shall be paid by the Club. In the event that the office of Treasurer is divided between more than one incumbent, each person shall be bonded.
6. Serve as Chair of the Finance Committee.
7. Prepare notices of all Dues and Fees payable and forward such notices to the Secretary in time to have them mailed to the members at least thirty (30) days prior to the stated due date.
8. Prepare and submit to the State of Minnesota the required annual filing(s) of the Club.
9. Prepare and file appropriate tax forms as required by any jurisdiction.

## Section F: Duties of the Certifying Officer

The Certifying Officer shall:

1. Maintain a roster of the Club members, together with such information on each as may be required by the Club and the affiliated Regional and/or National organizations.
2. Receive from the Treasurer, and transmit to the affiliated Regional and/or National offices, such Fees as may be required.
3. Sign all membership cards and such documents as may be necessary in the Club's relationship with the affiliated Regional and/or National organizations.
4. At each membership meeting, and with the concurrence of the Secretary, supply the President with a complete roster of the Club's membership, with member status and the date of approval for General Membership. Determine the quorum needed for that meeting. If the Secretary and Certifying Officer do not agree on the information, they shall inform the President of the differences.
5. Supply the Secretary prior to the start of each Membership meeting a roster of General Members that are qualified to vote and the number of members that make quorum.

## Section G: Board of Directors

## 1. Meetings of the Board

a. Meet immediately after the Annual Meeting of the Club and elect the Vice President of the Club. Elect and appoint as many other Officers and Chairs of the Club and its committees as prescribed in these Bylaws as possible at the time.
b. Within forty-five (45) days following the Annual Meeting hold a Board meeting for the purpose of electing and appointing any open Offices and positions, approving all remaining Presidential appointments and all committee Chair appointments, and producing a schedule of all Board and Members meeting for the next twelve (12) months.
c. The regular meetings of the Board shall be held monthly April to October.
i. The members of the Board, President, Officers and committee Chairs shall be notified of the time and place of meeting in writing via post or email at least ten (10) days in advance.
ii. Special meetings of the Board may be called by the President, Vice President, or by four (4) members of the Board. Notification of special meetings may be made by telephone or other means if time does not permit written notice.
iii. The Chair of the Constitution and Bylaws Committee shall serve as Parliamentarian at all board meetings. In case of other duties or absence, another member on the committee shall serve in this capacity.
iv. A majority of the Board members excepting the President shall constitute a quorum.
v. Meetings held via teleconference or videoconference shall be conducted in accordance with Robert's Rules of Order Newly Revised, latest edition.

## 2. Duties of the Board of Directors

The Board of Directors shall:
a. Be the governing body of the Club, except as otherwise provided in the Constitution and the Bylaws.
b. Have the authority and power to incur obligations in the name of the Club, for the Club's purposes. For items not found in the Club's annual budget, expenditures of Club funds in excess of five thousand dollars $(\$ 5,000.00)$ for an item or service must be approved by the same majority of General Members as required to amend the Bylaws.
c. Pledge or mortgage the land and permanently attached community structures of the Club only with the approval of the same majority of General Members required to amend the Constitution.
d. Upon recommendation of the Treasurer, the Board may recommend changes to the Dues and Fees for the next year. Proposed changes to Dues and Fees shall be submitted to the Constitution and Bylaws

Committee for presentation to the General Members. The members at a General Membership meeting must approve such action by the same majority as required to amend the Bylaws.
e. Approve proposed changes to the Rules of Assembly for final approval by members at the next General Membership meeting.
f. Remove and declare vacant, by a vote of five (5) members, the seat of a Board member if said Board member is absent from two (2) consecutive regular meetings of the Board without prior permission of the Board, or if said Board member leaves a meeting early without permission of the presiding officer.
g. Appoint a Nominations Committee no less than ninety (90) days prior to the Annual Meeting. The committee shall consist of a minimum of three (3) members, not more than one (1) of whom shall be an Officer, member of the Board or related to an Officer or member of the Board. The committee shall elect its own Chair. The Board may designate a temporary Chair for the purpose of calling the first meeting.
h. Review suggestions, complaints and appeals of same, to ensure processes were adhered to as otherwise set forth in the Bylaws.
i. Have the right to discipline, including the right to expel or suspend members according to provisions of the Bylaws. Members in violation of the Rules of Assembly are subject to discipline. Such discipline shall take place only upon receipt of a written signed complaint, followed by a hearing and full investigation by the Membership Relations Committee as otherwise set forth in the Bylaws.
j. Appoint special committees for specific purposes, as they may deem necessary.

## ARTICLE III - Standing Committees

## Section A: General Guidelines for All Committees

All committees shall:

1. Work with the Board in the general fields of interest and responsibility as suggested by their titles and the charters as set forth below.
2. Be responsible to the Board. The Chair of each committee, except for the Audit, Election and Nominations Committees, should attend all Board meetings. Each Chair should provide a written committee report to the Secretary ten (10) days prior to each Board meeting, and forty-five (45) days prior to each General Membership meeting.
3. Be responsible for recommending changes to appropriate sections of the Rules of Assembly to the Constitution and Bylaw Committee.
4. Have a member term of office (except the Membership Recruitment and Membership Relations Committees or as otherwise set forth in the bylaws) of one (1) year, or until a successor is elected and shall begin immediately after the conclusion of the Annual Meeting. There are no limits to the number of terms a committee Chair or member may serve.
5. Have the Chair and members appointed by the President or as otherwise set forth in the Bylaws. The Board shall approve all committee appointments, and shall be the sole authority to add or remove committee members, including the Chair.
6. Meet as determined by the Chair, directed by the Board or called by two (2) members of a committee. All committee members must be given sufficient notice of meetings. Notification of meetings may be made by telephone or other means if time does not permit written notice.
7. Retain all records necessary to document the workings and decisions of the committee and forward records to successor Chairs or the Oakwood Secretary within ten (10) days of termination or removal from the committee position. The Chair shall serve as the secretary of their committee if not otherwise appointed.

## Section B: Recreational Activities and Social Events Committees

i. The Recreational Activities Committee shall:

1. Be responsible for planning and scheduling approved Oakwood recreational sport and game activities for the purposes of engaging the General Membership, their children, and Club guests.
2. Be responsible for scheduling Committee meetings as necessary to ensure Recreational and Social events are planned and scheduled.
3. Produce an Activity and Event Calendar for submission to the Board for approval.
4. Provide a proposed calendar of Activities and Events to the Secretary and Board for approval. The proposed calendar shall be submitted 5 days prior to the last Board meeting immediately preceding the Spring meeting.
5. Be responsible for ongoing updates to the Activities and Events calendar.
6. 
7. Be responsible for the maintenance of sports facilities and equipment.
8. 
9. Recommended membership is three (3) qualified members in good standing, inclusive of the Chair.
ii. The Social Events Committee shall:
10. Be responsible for organizing and scheduling volunteers from the General Membership and their children to conduct and carry out the tasks necessary to execute the Board approved Social Activities listed on the Club Calendar. This shall include but not be limited to the following example tasks:
a. Contracting with outside entertainment if included in the event
b. Determining menu options if not provided by the event host
c. Planning and purchasing food and any necessary food accessories
d. Planning and purchasing paper plates and plastic utensils for use during the event
e. Clean up after the event has ended
f. Other event planning tasks as needed
11. Work in collaboration with the Recreational Activities Committee to ensure the Calendar of Events is kept up to date and volunteers are identified to host and execute scheduled events.
12. Be responsible for the maintenance and cleaning of cooking facilities and equipment.
13. Elicit ideas from members for new social activities, and support and promote social activities throughout the season.
14. Recommended membership is three (3) qualified members in good standing, inclusive of the Chair.

The separation of duties between the two subgroups of the Recreation and Social committees would be expected to look something like this:


## Section C: Audit Committee

The Audit Committee shall:

1. Audit according to generally accepted accounting practices the records of the Treasurer and the Certifying Officer and report their findings at the Spring Meeting.
2. Provide an informational copy of the Audit Report to the Board within sixty (60) days and to the Secretary forty-five (45) days before the Spring Meeting.
3. Consist of a minimum of three (3) qualified members in good standing, inclusive-of the Chair. Not more than one (1) member may be an Officer, member of the Board or related to members of the Board.

## Section D: Constitution and Bylaws Committee

The Constitution and Bylaws Committee shall:

1. Initiate, receive and evaluate proposals for inclusion in, or amendment of, the Rules of Assembly.
2. Make recommendations for changes to the Rules of Assembly to the Board.
3. Maintain a log of all member approved changes to the Rules of Assembly.
4. Interpret all questions of the Rules of Assembly for the coordination of the business of the Club and serve as Parliamentarian at all Club meetings.
5. Consist of a minimum of three (3) qualified members in good standing, inclusive of the Chair.

## Section E: Election Committee

The Election Committee shall:

1. Submit a written report showing all ballots cast and all vote tallies, with such report to be kept on file with the Secretary until the next Annual Meeting.
2. Be appointed by the current President, at least thirty (30) days prior to the Annual Meeting, to conduct the elections and count the ballots.
3. Consist of three (3) qualified members in good standing, inclusive of the Chair. Members of this committee shall not be Officers, members of the Board, or related to members of the Board.

## Section F. Finance Committee

## The Finance Committee shall:

1. Prepare the annual budget for approval by the Board and presentation to the members for their approval, at the Spring Meeting. The budget document shall include data for the long range financing of major projects and normal annual operating and maintenance items.
2. Make recommendations for any adjustments to Dues, Fees and Assessments to the Board.
3. Work in cooperation with the Planning and Property Committees to develop a long term capital request plan.
4. Write and maintain the Finance Policies of the Club.
5. Consist of a minimum three (3) qualified members in good standing, inclusive of the Chair. Not including the Treasurer and Assistant Treasurer, members shall not be an Officer, member of the Board, or related to members of the Board.

## Section G: Planning Committee

The Planning Committee shall:

1. Be responsible for the evaluation and formulation of written policies for the planning of short, medium, and long term proposed capital improvements and developments to Club property. Short term planning is defined as those improvements and developments that occur in the current year and through the next five years. Medium term planning occurs in years six through ten and long term planning are those projects that will occur beyond ten years.
2. Work with the Property and Finance Committees to plan, organize, and execute the Club's improvement and development projects in a cost effective and orderly manner. Working with Property, the Planning Committee will help determine the best locations for new capital developments based upon the type of improvement and aesthetic considerations of the Club. The Planning Committee will work with Finance to determine the financial feasibility of when a capital improvement can be accomplished. All costs shall include yearly inflationary adjustments centered upon the base year in which the specific improvement plan is developed and up to the planned improvement year. Planning is responsible for tracking the approved projects so they are completed in a timely and financially responsible manner.
3. Schedule and facilitate meetings with the Property and Finance Committees and the Board to coordinate the development of the Club's planning program and project roadmap.
4. Consist of a minimum of three (3) qualified members in good standing, inclusive of the Chair.

## Section H: Membership Recruitment Committee

The Membership Recruitment Committee shall:

1. Process all applications for Guest visitation or membership and determine acceptance or rejection, according to the requirements of the Rules of Assembly.
2. Select qualified escorts to accompany potential members or greet affiliate Guests and introduce them to the Rules of Assembly according to the Guest registration procedure.
3. Review all members in Provisional Status who have completed the time requirement and recommend to the Board approval or denial of General Membership.
4. Consist of a minimum of three (3) qualified members in good standing, inclusive of the Chair, and the Certifying Officer: Not more than one (1) member may be an Officer, member of the Board or related to members of the Board. The Certifying Officer is included to act as a liaison between Regional and National organizations with which the Club is currently affiliated and is not a voting member of the Committee.

## Section I: Membership Relations Committee

The Membership Relations Committee shall:

1. Receive from the Secretary notice of all submitted suggestions and letters of intent to file a complaint regarding Guest and Member behavior. She $\backslash$ he will process such suggestions and letters of complaint in accordance with the provisions of Addendum H .
2. Serve as liaison between Members, Committees and the Board.
3. Consist of three (3) qualified, unrelated members in good standing, inclusive of the Chair, and the Certifying Officer. Two (2) alternate members shall be elected and substituted at the discretion of the Board to resolve any conflict of interest. Committee members must not be Officers, members of the Board or related to members of the Board, with the exception of the Certifying Officer. The Certifying Officer is included to act as a liaison between Regional and National organizations with which the Club is currently affiliated and is not a voting member of the Committee.

## Section J: Nominations Committee

The Nominations Committee shall:

1. Annually receive and make nominations for the office of President and for the two (2) at-large members on the Board. There should be at least two candidates for each open position.
2. File the slate of nominations with the Secretary forty-five (45) days prior to the Annual Meeting.
3. Consist of a minimum of three (3) qualified members in good standing, inclusive of the Chair. Not more than one (1) member may be an Officer, member of the Board, or related to members of the Board.

## Section K: Property Committee

The Property Committee shall:

1. Be responsible for the maintenance of the grounds, equipment for maintenance of the grounds, and oversight for all plantings.
2. Be responsible for the maintenance of the Club buildings, equipment to maintain the Club buildings, and oversight of all construction, alteration or destruction of Club buildings as approved by the Board and included in the budget. The committee shall be guided in its deliberations by esthetic, legal and safety considerations.
3. Recommend to the Board the sale/purchase of club property, and the disposition for abandoned property in accordance with State Law.
4. Maintain the pool and sauna, and pool water purity.
5. Maintain a list of campsite assignments and make it available to members.
6. Maintain property infrastructure records and campsite improvement records and provide copies to the Secretary when changes occur.
7. Maintain a properly documented plan, which implements the approved and budgeted property improvement plan.
8. Review requests for campsite improvements and make recommendations to the Board for approval.
9. Oversee the caretaker position, including recruitment and selection, duties and responsibilities, performance, and compensation.
10. Consist of a minimum of five (5) qualified members in good standing, inclusive of the Chair. Not more than one-third (1/3) of the committee may be Officers, members of the Board, or related to members of the Board.

## Section L: Communications Committee

The Communications Committee shall:

1. Schedule and facilitate meetings with all parties necessary to ensure the continuity and accuracy of information posted on the Oakwood website, published in the Oakwood newsletter or other publications.
2. Prepare and produce bulletins, circulars, etc. for distribution to all Club members.
3. Prepare and distribute a newsletter or email, regarding key Club business information, a minimum of once a month.
4. Handle all public relations and publicity releases of interest and concern to the general public in relation to Club philosophy and activities. All publicity releases must have prior approval of the Board.
5. Be the custodian of the photographic materials and files of the Club and arrange for the photographing of special Club events.
6. Maintain all aspects of Oakwood's website needs, including but not limited to email accounts for all Officers, Board members and Committees.
7. Maintain the ownership of the oakwoodclub.com URL.
8. All committee members must have computer skill levels and backgrounds that will allow for the above duties to be carried out.
9. Consist of a minimum of three (3) qualified members in good standing, inclusive of the Chair- Not more than one (1) member may be an Officer, member of the Board or related to members of the Board.

## ARTICLE IV - Fiscal Policies

## Section A: Fiscal Year

1. The fiscal year of the Club shall be from January first $\left(1^{\text {st }}\right)$ through December thirty-first $\left(31^{\text {st }}\right)$.

## Section B: Emergency Fund

1. Three thousand dollars $(\$ 3,000.00)$ shall be retained in an Emergency Fund. No part of this fund may be spent for any purpose except as approved by the Board.
2. Any monies disbursed from this fund must be replaced in the next budget cycle.

## Section C: Capital Improvement Fund

1. A Capital Improvement/Maintenance Fund shall be maintained and shall be financed by each General Member in accordance with Addendum A of the Bylaws.
2. A second Capital Improvement/Maintenance assessment shall be made in accordance with Addendum A of the Bylaws.
3. Expenditures from these funds shall require approval of the Board and if the expenditures for a project exceed three thousand dollars $(\$ 3,000.00)$, the expenditure shall require approval of the same majority of General members as required to amend the Bylaws.

## Section D: Individuals Expenditure Authority

1. All unbudgeted expenditures must be requested by the Committee Chair and preapproved by the Board.
2. Such approval shall not apply to expenses of a continuing nature.
3. Board pre-approved purchases made on behalf of the Club shall be reimbursed in the fashion determined by the Finance Committee in the amount stated on the appropriate receipt(s).

## Section E: Budgeted Item Expenditure Authority

1. Committee Chair or the Board may approve properly submitted reimbursement requests which are within the approved budget.
2. Any expenditure for an item or service which exceeds the budget allotment by more than five percent ( $5 \%$ ) shall require approval of the Board.
3. Five percent $(5 \%)$ of budgeted operating expenses, but not less than six thousand, five hundred dollars $(\$ 6,500.00)$, shall be retained in an Operational Reserve Fund. Monies in this fund shall be reserved for the purpose of paying the operating costs of the Club during the winter months. Any monies disbursed from this fund must be replaced in the next budget cycle.

## Section F: Establishing Dues, Fees and Assessments

1. Upon recommendation of the Finance Committee, the Board shall:
a. Recommend Member Fees and Dues.
b. Recommend a Camping Fee for members who do not have campsites.
c. Recommend a Campsite Use Fee.
d. Recommend Fees for members using their campsite for an Extended Use (more than fifty-five percent ( $55 \%$ ) of the days in a calendar month in which the Club is open. Club is considered open from Water On through Water Off [ $\sim$ April 15 through $\sim$ October 15]).
e. Recommend Ground Fees and/or Camping Fees for Guests.
f. Recommend assessments for an Operational Reserve Fund(s) and Capital Improvement Fund(s).
2. All Dues, Fees and Assessments amounts shall be approved at a Membership meeting by the General membership by the same majority as required to amend the Bylaws.
3. These Dues, Fees and Assessments are in addition to the affiliated Regional and National Dues and Fees which shall be established by those organizations.
4. All Dues, Fees and Assessments shall be set forth in a Dues and Fees Schedule, in the form of Addendum A of these Bylaws.
5. All promotional fees shall be recommended by the Finance and Membership Recruitment Committees to the board for approval.

## Section G: Payment of Dues, Fees and Assessments

1. All Dues, Fees and Assessments are due and payable on or before the designated due date approved by the Board and stated on the Dues notice and/or invoices billed to members throughout the year. Exceptions may be made in special cases, with such determination to be made by the Board. Late fees shall apply.
2. Current members, or past members reapplying for membership, shall be charged Dues for the entire membership year and they shall be payable in one lump sum.
3. Members shall be charged a late fee penalty if all membership Fees are not paid by the designated due date stated on the Dues notice, on invoices billed to members throughout the year, and on lot renewal fees that have not been received by the designated date. The late fee penalties are listed on Addendum A: Dues and Fee Schedule.
4. The Board may initiate disciplinary action, including revocation of membership, in cases of delinquent Dues and Fees.

## Section H: Prorating of First Year Membership

1. Dues and Fees for the first $\left(1^{\text {st }}\right)$ year of membership shall be prorated according to the schedule adopted by the Board which shall be published in Addendum A, Dues and Fees Schedule.

## Section I: Change of Dues or Other Assessments

1. Any change of Dues or other assessments shall take effect immediately upon approval of the membership.

## Section J: Refunding of Dues

1. There shall be no refund of Dues after completing one (1) full month of membership. During the first ( $1^{\text {st }}$ ) month of membership, Dues shall be refunded only in the case of unusual circumstances. Refund requests due to unusual circumstances must be submitted in writing to the Board, who shall make a determination of what, if any, refund will be given.

## Section K: Fund-Raising Projects

1. All fund-raising projects must be submitted by the Recreational Activities and Social Events Committees Chairs, and approved by the Board.
2. All charges for the project shall be set by the sponsors of the project.
3. All money raised shall be directed to the general fund, the CIF, and/or a special project at the discretion of the sponsor.
4. Sponsors of fund-raising projects must complete the Event Form supplied by the Recreational Activities and Social Events Committees. Sponsors may collect reimbursement from the Treasurer.

## ARTICLE V — Meetings

## Section A: Regular Membership Meetings

1. The Regular yearly meetings of the Club shall be the Spring Meeting held the weekend of Memorial Day, and the Annual Meeting held the weekend of Labor Day, unless otherwise ordered by the Board due to unforeseen events.
2. The quorum shall be twenty percent ( $20 \%$ ) of all non-provisional General Members in good standing as of the date of the Regular Meeting. In the event a quorum is not present, said meeting shall be recessed and reconvened at a future date set by the President, not to exceed thirty (30) days from the originally scheduled date.
3. Qualified General Members of record as of the date of the Regular Meeting may vote and they must be present to vote.
4. The Chair of the Constitution and Bylaws Committee shall serve as Parliamentarian at all Membership meetings. In case of other duties or absence, another member on the committee shall serve in this capacity.

## Section B: Spring Meeting

1. The Spring Meeting shall be for the purpose of receiving the reports of Officers and committees, and for any other business that may arise. It shall be held the weekend of Memorial Day each year at a time and place to be designated by the Board.
2. A written notice shall be sent to all members by the Secretary at least fifteen (15) days prior to the meeting, together with the agenda, proposed annual budget, committee reports including financial statements, and a list of proposed amendments or changes to any of the Rules of Assembly for Oakwood if any.

## Section C: Annual Meeting

1. The Annual Meeting shall be for the purpose of electing offices, receiving the reports of Officers and committees, and for any other business that may arise. It shall be held the weekend of Labor Day each year at a time and place to be designated by the Board.
2. A written notice shall be sent to all members by the Secretary at least fifteen (15) days prior to the meeting, together with the agenda, committee reports, including financial statements, a list of candidates who have been properly nominated for office, and a list of proposed amendments or changes to any of the Rules of Assembly for Oakwood, if any.

## Section D: Special Membership Meetings

1. Special Membership Meetings of the Club shall be called by the President if so directed by the Board or upon receipt of a petition signed by any five (5) qualified, unrelated General Members not on the Board.
2. Written notice shall be sent to all members by the Secretary at least fifteen (15) days before the proposed meeting stating the purposes(s) for which it is called.
3. The quorum shall be thirty-three and one/third percent (33-1/3\%) of all current non-provisional General Members in good standing as of the date of the Special Meeting. In the event, a quorum is not present, said meeting shall be recessed and reconvened at a future date set by the President, not to exceed thirty (30) days from the originally scheduled date.
4. Qualified General Members of record as of the date of the Special Meeting may vote and they must be present to vote.
5. No motions shall be in order which do not pertain to the stated purposes(s) of the meeting.
6. The Chair of the Constitution and Bylaws Committee shall serve as Parliamentarian at all Special Meetings. In case of other duties or absence, another member on the committee shall serve in this capacity.

## ARTICLE VI — Membership

## Section A: Number of Members

1. The number of couple memberships is unlimited. The number of single men and the number of single women shall be limited to fifteen percent ( $15 \%$ ) for each sex of the number of General Member couples on record as of August thirty-first (31st) of each year. Once admitted to membership, memberships shall not be revoked if the numbers of singles of each sex exceed fifteen percent ( $15 \%$ ). Single couples (female and male) shall be treated as married couples. A roster of General Members shall be maintained by the Secretary and Certifying Officer who shall have-determination of these numbers.

## Section B: Membership Eligibility

2. The membership of an individual shall commence upon receipt of all Dues, Fees, assessments and the signed/completed agreements. The number of years of membership for an individual shall be computed using this date as the beginning of membership.

## Section C: Classes of Membership

1. There are two (2) classes of Membership at Oakwood: Provisional and General.
a. The goal of the Provisional Membership is to provide a minimum time period, a continuous period of twelve (12) months, in which the Club can become acquainted with the prospective new member, and to allow them to earn General Membership status and all the privileges thereof.
b. The goal of the General Membership is to provide unlimited access to The Oakwood Club, Inc. and its property and all the privileges thereof.

## Section D: Provisional Membership Privileges and Responsibilities

1. A Provisional Member shall:
a. Abide by all Laws and the Rules of Assembly.
b. Conduct themselves in a manner that requires no apology.
c. Make active efforts to get to know all members, so they may be fairly and adequately considered by the Membership Recruitment Committee and Board in their decision to offer or deny full membership.
d. Keep current with all applicable Dues and Fees.
e. Be permitted to use a campsite according to the Rules of Assembly. A signed Campsite Use Agreement must also be on file with the secretary of the club to insure continued use of the campsite. This requirement is set forth in a Campsite Use Agreement, in the form of Addendum D, of these Bylaws.
2. A Provisional Member shall NOT:
a. Be allowed to vote at Membership Meetings or count towards quorum at Membership Meetings.
b. Be allowed to hold office or serve on committees according to the Rules of Assembly.
c. Be allowed to call Special Meetings of the Membership.
d. Have Extended Use privileges unless reviewed by Membership Recruitment and Membership Relations committees which will recommend approval or denial to stay on the grounds full time. Their recommendations shall be presented to the Board to make the final determination.

## Section E: General Membership Privileges and Responsibilities

A General Member shall:

1. Successfully complete the Provisional Status and be extended the invitation to General Membership. A signed membership agreement must be on file with the secretary of the club.
2. Be allowed to vote at all membership meetings; and count towards quorum at membership meetings so long as they remain a member in good standing.
3. Be able to serve on committees and hold Office according to the Rules of Assembly.

4 Have unlimited access to the Oakwood property.
5. Keep current with all applicable Dues and Fees.
6. Be permitted to use a campsite according to the Rules of Assembly. A signed Campsite Use Agreement must also be on file with the secretary of the club to insure continued use of the campsite. This requirement is set forth in a Campsite Use Agreement, in the form of Addendum D, of these Bylaws.
7. Annually renew by signing the Work Agreement-as set forth in Addendum C, and submit with all Dues and Fees.
8. Make active efforts to get to know all Provisional Status members, so they may provide feedback to the Membership Recruitment Committee and Board for their decision to offer or deny full membership.
9. Abide by all Laws and the Rules of Assembly and remain a member in good standing.
10. Conduct yourself in a manner that requires no apology.

## Section F: Membership Dues and Fees

a. The Dues and Fees Schedule is set forth in Addendum A of these Bylaws; establishment and payment of such Dues and Fees are as set forth in Oakwood Club Fiscal Policies, Article IV

## Section G: Transition from Provisional to General Membership

1. After meeting with the Membership Recruitment Committee and the Membership Recruitment Committee has extended the invitation to apply for General Membership to Oakwood and the prospective member accepts, completes all applications, signs a Membership Agreement, Work Agreement and submits necessary membership Dues as appropriate, the prospective member immediately enters the Provisional membership status (Provisional Status).
2. The Provisional Status period continues until two requirements are met:
a. The Provisional Member has been in Provisional Status for a continuous period of twelve (12) consecutive months since joining.
b. The Membership Recruitment Committee and the Board have reviewed the members (couples are considered as one (1)) Provisional period and decided to extend General Membership to the individual or couple.
3. The Membership Recruitment Committee shall meet and review all members in Provisional Status who have completed the time requirement and recommend approval or denial of General Membership. The recommendation shall be presented to the Board during a closed meeting at which time the Board shall make the final determination. All Board approved memberships become effective at the adjournment of the Board meeting. All members reviewed shall be informed of the results, in writing, within fourteen (14) days of the Board meeting. If they are not extended General Membership at that time, the Provisional Status membership, at the approval of the Board, may be extended for an additional twelve (12) months, or, if not extended, they
shall immediately lose all rights of Provisional Status and arrangements shall be made for them to remove any items they have on a campsite if they are using one.

## Section H: This Section Intentionally Left Blank

## Section I: This Section Intentionally Left Blank

## Section J: Membership and Work Agreements

1. All members must sign a Membership Agreement, in the form of Addendum B and complete a Work Agreement, in the form of Addendum C of these Bylaws, when joining the Club. Failure to return the completed Membership and Work Agreements may result in disciplinary action and/or revocation of membership and access to the Club. The Secretary will keep these Agreements on file with backup copies of the membership application maintained in a different location.
2. All General Members in the Club are required to contribute no less than four (4) hours of work per year per adult member. Work agreements will be completed annually. In addition to these work service hours each member must work for two (2) weekends cleaning the Club facilities.
3. An exemption to the work requirement is available to those persons who have been members of Oakwood for fifteen (15) years or more and who are at least sixty-five (65) years of age. Any request for an exemption must be submitted in writing to the Membership Relations Committee no less than thirty (30) days prior to the date membership Fees are due, and must be approved by the Board. Any persons over seventy (70) years of age, or persons with a disability, may request this exemption.

## Section: K: Privacy Policy

1. The first name and first initial of the last name of each member or guest is public information. All other Personal Information is private information. Private information may be used by the Officers of the Club in carrying out Club business. No other use of private information is permitted unless permission for such release has been granted in writing by that member or guest. Any other use of private information is prohibited and disclosure may result in disciplinary action.
2. Records of Member information shall be maintained as provided for elsewhere in the Bylaws. Records of Guest information for the current year shall be maintained by the Membership Recruitment Committee and forwarded to the Oakwood Secretary at the end of the fiscal year.
3. Records shall be destroyed by a method determined by the Board.

## Section L: Children and Grandchildren of Members

1. Children of Members are welcome on Club grounds only when accompanied by their parent(s) or legal guardian. If the child's parents are no longer together and the child or children are part of a Custody Agreement the member parent must obtain the notarized signature of the other parent on the "Permission for a Child to Visit" form prior to the child or children being on the grounds. The form of approval is shown in Addendum G.
2. Grandchildren of members must provide a signed notarized "Permission for a Child to Visit" form signed by both parents or legal guardian(s) prior to the child or children being on the grounds.
3. Violation of Laws or the Rules of Assembly of the Club by the child may subject both the child and the member to discipline.
4. Children of members, upon reaching eighteen (18) years of age or if a fulltime student until reaching twenty three (23) years of age, shall be eligible to apply for membership without regard to quotas, but shall be included in the count of singles if not married or if they do not qualify as a single couple (female and male).
5. Children not related to a member are not allowed at Oakwood with the exception of notarized proof of legal guardianship.

## Section M: Change of Marital Status while a Member

1. During Provisional Status, or within the first year of General Membership, divorce or separation of a couple, or a single marrying, shall require that both individuals start the application process over.
2. In the event that a General Member shall marry or remarry after the first year of General Membership, the spouse, if a non-member shall apply for membership, or if a Provisional Member shall complete their Provisional status, according to the existing procedures of the Club.
3. During a General Membership period, if a couple dissolves their relationship by divorce or separation, both members, subject to the provision of paragraph 1 above, are eligible for single membership without regard to quotas, and shall not be included in the count of singles. Each is then eligible for using a campsite.
4. During any membership period, Provisional or General, if the death of a spouse or partner occurs, the survivor shall be eligible for single membership without regard to quotas, and shall not be included in the count of singles.

## Section N: Violations of Rules

1. Members who are in violation of Laws or the Rules of Assembly are subject to discipline by the Board.
2. Discipline of Members shall be imposed solely by the Board in accordance with Addendum J of the Bylaws.

## Section O: Request for Re-application of Membership

1. Re-admission to the Club by persons who have voluntarily relinquished membership for more than two (2) years shall be the same as a new member. Other requests for re-admission shall be automatically honored with the option of paying the Dues for the year(s) missed and paying a new initiation Fee.
2. Persons who previously dropped membership while under investigation by the Club may not re-apply.
3. Persons whose membership has been revoked for cause may reapply to the Membership Recruitment Committee after a period of two (2) years of membership revocation. Reapplication shall be the same as for a new member with the following exceptions:
a. Application shall be forwarded from Membership Recruitment Committee for a recommendation from the Membership Relations Committee.
b. Approval of such application must be granted by the Board.
c. The Board may stipulate conditions for reapplication.

## Section P: Resignation of Membership

1. Resignation of membership must be in writing and submitted to the Secretary. At the next Board meeting the resignation will be reviewed and noted in the minutes.
2. After forty-five (45) days grace from the date annual membership Dues are due, failure to renew may initiate Board action and may be considered as non-renewal of membership.

## ARTICLE VII - Access to Oakwood Property

## Section A: Oakwood Access

1. The Oakwood Grounds are accessible year round to General Members. During the summer season the grounds are accessible by foot and vehicle, and all amenities are functioning. During the winter months the grounds are accessible by foot only, as the drive is not maintained and may not be accessible by vehicle; most amenities are not available. All parties on the Oakwood property are required to follow all Laws and the Rules of Assembly.
2. If a person is expelled from Oakwood for cause, that person is not allowed access to Oakwood, except to remove any personal property, and then only when arranged by the Membership Relations Committee.

## Section B: Guests of Oakwood

1. Prospective members shall be allowed one (1) free visit regulated by the Membership Recruitment Committee. If the prospective members are a couple, they must both attend the first visit. Prospective members must complete a Guest Registration in the form of Addendum F.
2. Visits by members of affiliated groups are permitted and shall be regulated by the Membership Recruitment Committee. Current Fees apply as stated in Dues and Fee Schedule, Addendum A of these Bylaws.
3. Members wishing to bring Guests to Oakwood must receive approval from the Membership Recruitment Committee. Members are responsible for informing their Guests of Oakwood rules and for their Guests behavior. Violations of the rules may be cause for disciplinary action of the Member. Current Fees apply as stated in Dues and Fee Schedule, Addendum A of these Bylaws.

## Section C: Guest Registration

1. All Guests must register by signing a Guest Registration form (in the form of Addendum F) immediately upon entering the property.

## Section D: Guest Violations

1. Guests who are in violation of the Rules of Assembly, or any Laws are subject to discipline by the Membership Relations Committee or Club Officers and may be asked to leave immediately.

## Section E: Camping

1. All camping reservations must be made through the Membership Recruitment Committee.
2. Campsites are available from four (4:00) PM on the day of arrival until eleven (11:00) AM on the day of departure. Any other usage times must be arranged with the Membership Recruitment Committee.
3. Members and guests camping overnight must use a campsite as assigned by the Membership Recruitment Committee.
4. If a campsite holder has a Guest(s) who stays overnight in the campsite holder's trailer, no camping fee will be charged. The Grounds Fee shall apply. The Membership Recruitment Committee shall regulate the number of guests and/or number of visits allowed per campsite.

## ARTICLE VIII — Suggestion Process

1. Oakwood shall maintain a single process allowing members to communicate to the Club regarding suggestions, requests, complaints and the like, and for appeal to the Board regarding decisions made by committees or Officers. A more detailed description of this process is set forth in Addendum H of these Bylaws.
2. A standard form as set forth in Addendum I shall be used to submit suggestions, complaints and the like; and, after a member has completed the form, it shall be-addressed to the Secretary, who shall log the receipt thereof and send it to the appropriate committee(s). The committee(s) shall develop recommendations and communicate as appropriate for the type of request. If the member(s) submitting the request disagree(s) with the committee action, they may appeal to the Board.
3. Members who violate Laws or the Rules of Assembly are subject to discipline if another member or Guest files a complaint.
a. The Membership Relations Committee shall review all complaints about member or Guest behavior, attempt to discover the facts, and make a recommendation to the Board.
b. The Board shall hear the recommendations of the Membership Relations Committee and make their independent judgment. Decisions of the Board shall be communicated to the parties involved.
c. If any party to the proceeding disagrees with the decision(s) of the Board, they may submit an appeal that shall be considered by a specially appointed Review Panel, which shall review the case and make recommendations to the Board. The Review Panel and the Board must meet and agree on the final action. If no agreement between the two (2) is reached-the original Board decision stands.

## ARTICLE IX - Amendment of Bylaws

1. These Bylaws may be amended at a Regular Membership Meeting or any Special Meeting called according to the procedures outlined in the Bylaws.
2. Any such proposed amendment shall be submitted by the Board and/or by any three (3) unrelated General Members to the Constitution and Bylaws Committee no less than fifteen (15) days prior to such meeting.
3. The Constitution and Bylaws Committee may also submit proposals to the Board for consideration.
4. The Constitution and Bylaws Committee shall review proposals and submit recommended changes in the Bylaws to the Board for approval no later than the last regularly scheduled Board meeting prior to the next Regular Membership Meeting. If the Board approves proposed changes to the Bylaws for general membership vote, the proposed changes will be submitted to the Secretary at least fifteen (15) days prior to the scheduled Regular Membership Meeting date.
5. The Secretary shall submit all Board approved proposals to all General Members, via electronic delivery, at least fifteen (15) days before the meeting date.
6. The Constitution and Bylaws Committee will make every effort to meet these timelines. However, in the event that these deadlines are missed for any reason, the Board may request a special vote on new bylaw changes, thereby bypassing the timeline limitations as long as proposed changes are delivered to members within 1 day of the meeting. A seventy-five percent ( $75 \%$ ) affirmative vote of the General Members present at the Membership meeting shall be required to bypass the timeline limitations and allow review of bylaw changes outside these timelines.
7. A fifty-five percent ( $55 \%$ ) affirmative vote of the General Members present at the meeting shall be required to amend the Bylaws.
8. The amendments will become a part of the Bylaws at the time they are approved by the Members.

Bylaws first Adopted: May 1976
Amended: May 1977, May 1978, May 1979, May 1986, May 1988, May 1991, May 1992, May 1993, May 1994, May 1995, May 1996, May 1999, May 2000 and September 2001.
Revised: April 2003, May, 2012
Amended: September 2003, May 2004, May 2005, September 2006, September 2008, May 2009, September 2010, September 2011, May 2014, May 2015, September 2015, May, 2016, September, 2016, May, 2017, September, 2018, September, 2019, September, 2020

## Addendum A: Dues and Fees Schedule

## The Oakwood Club, Inc. <br> Dues and Fees Schedule

| Initiation Fee (plus all applicable taxes) <br> The Initiation Fee is a one-time charge, payable when submitting an application for membership, by each single, couple or family. It defrays the cost of printing materials, etc. | \$ 25.00 per adult applicant |
| :---: | :---: |
| Oakwood Membership Dues (plus all applicable taxes) General Member ${ }^{1}$ - Couple or Family Unit ${ }^{2}$ <br> - Single | $\begin{aligned} & \$ 280.00 \text { per year } \\ & \$ 140.00 \text { per year } \end{aligned}$ |
| ```Oakwood Membership Affiliate Regional and National Dues (Non-taxable) AANR Midwest - per person AANR - Couple Single``` | $\begin{aligned} & \$ \quad 12.00 \text { per year } \\ & \$ \quad 52.50 \text { per year } \\ & \$ \quad 30.00 \text { per year } \\ & \text { Or As Incurred } \end{aligned}$ |
| Oakwood General and Provisional Member Camping Fees ${ }^{3}$-(Including Tax) <br> Camping Fee - Per Regular Site, includes sewer, electricity, water <br> Annual Lot Holder Camping Fee <br> - Per Regular Site, includes sewer and water, electricity paid by lot holder <br> - Per Tent Site, no water, electricity, or sewer <br> - Per Guest Unit <br> Extended Use Fee applicable while the Club is open. Club is considered open from Water on to Water Off ~April 15 through $\sim$ October $15^{4}$ | $\$ 30.00$ per night $\$ 650.00 /$ year plus electricity 2020 2021 $\$ \$ 4500.00$ |
| *Guest Fees ${ }^{5}$ (Includes Tax) <br> Grounds Fee - Per Guest with AANR membership Per Guest without AANR membership <br> Camping Fee - Per Regular Site, includes sewer, electricity, water <br> - Per Tent-Site, no water, electricity, or sewer <br> - Per Guest Unit <br> Special Events Day Fee - Per Guest (AANR Membership required) | $\$$ 30.00 per day <br> $\$$ 40.00 per day <br> $\$$ 40.00 per night <br> $\$$ 25.00 per night <br> To be determined by the  <br> Board of Directors  <br> $\$$ 15.00 per day |
| Capital Improvement/Maintenance Assessment (Non-taxable) During first eight (8) years of membership - Per Person <br> Annual Assessment (unless otherwise exempted) - Per Person | $\begin{aligned} & \$ 10.00 \text { per year } \\ & \$ 62.50 \text { per year } \end{aligned}$ |
| Miscellaneous Fees <br> Campsite Mowing of grass over four (4) inches in height (Including Tax) <br> Late Fee - Monthly charge after Due Date <br> Return Check Fee/Collection Fee <br> Damage Charge ${ }^{6}$ <br> Unlock Fee for Electric Box due to nonpayment of electric bill | $\begin{aligned} & \$ 25.00 \text { per occurrence } \\ & \$ 100.00 \text { per month } \\ & \$ 30.00 \\ & \text { As incurred } \\ & \$ 25.00 \end{aligned}$ |

*Promotional Guest Fees may be amended upon approval of the Board

Applicable local, state, or federal taxes have been or will be added to the above fees. Camping fees are non-taxable after 30 consecutive days.
Revised September 2011, May 2012, May 2013, May 2015, May, 2016, September, 2016, May, 2017, September, 2019

| Prorated fees when Members join by these dates: |
| :--- |
| $7 / 1$ DUES + CIF + CIF $8-.20 \%=$ ? PLUS AANR DUES PLUS AANR MIDWEST DUE |
| $8 / 1$ DUES + CIF + CIF $8-.40 \%=$ ? PLUS AANR DUES PLUS AANR MIDWEST DUE |
| $9 / 1$ DUES + CIF + CIF $8-.60 \%=$ ? PLUS AANR DUES PLUS AANR MIDWEST DUE |
| If a lot is available the discount would be the same as above |

## Addendum A: Dues and Fees Schedule, pg2

## Prorated First Year Member Dues Schedule

| SINGLE |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Initiation | CIF8 | CIF | Oakwood | AANR* | AANR- <br> MW* | Total | Month |
| 26.72 | 10 | 62.50 | 149.63 | 30 | 12 | 290.85 | Year |
| $\$ 26.72$ | $\$ 10.00$ | $\$ 62.50$ | $\$ 149.63$ | $\$ 30.00$ | $\$ 12.00$ | $\$ 290.85$ | May |
| $\$ 26.72$ | $\$ 10.00$ | $\$ 62.50$ | $\$ 119.70$ | $\$ 30.00$ | $\$ 12.00$ | $\$ 260.92$ | June |
| $\$ 26.72$ | $\$ 10.00$ | $\$ 62.50$ | $\$ 89.78$ | $\$ 30.00$ | $\$ 12.00$ | $\$ 231.00$ | July |
| $\$ 26.72$ | $\$ 10.00$ | $\$ 62.50$ | $\$ 59.85$ | $\$ 30.00$ | $\$ 12.00$ | $\$ 201.07$ | August |
| $\$ 26.72$ | $\$ 10.00$ | $\$ 62.50$ | $\$ 29.93$ | $\$ 30.00$ | $\$ 12.00$ | $\$ 171.15$ | September |
| $\$ 26.72$ | $\$ 10.00$ | $\$ 62.50$ | - | $\$ 30.00$ | $\$ 12.00$ | $\$ 141.22$ | October |
| $\$ 26.72$ | $\$ 10.00$ | $\$ 62.50$ | - | $\$ 30.00$ | $\$ 12.00$ | $\$ 141.22$ | November |
| $\$ 26.72$ | $\$ 10.00$ | $\$ 62.50$ | - | $\$ 30.00$ | $\$ 12.00$ | $\$ 141.22$ | December |
| $\$ 26.72$ | $\$ 10.00$ | $\$ 62.50$ | - | $\$ 30.00$ | $\$ 12.00$ | $\$ 141.22$ | January |
| $\$ 26.72$ | $\$ 10.00$ | $\$ 62.50$ | - | $\$ 30.00$ | $\$ 12.00$ | $\$ 141.22$ | February |
| $\$ 26.72$ | $\$ 10.00$ | $\$ 62.50$ | - | $\$ 30.00$ | $\$ 12.00$ | $\$ 141.22$ | March |
| $\$ 26.72$ | $\$ 10.00$ | $\$ 62.50$ | - | $\$ 30.00$ | $\$ 12.00$ | $\$ 141.22$ | April |


| COUPLE |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Initiation | CIF8 | CIF | Oakwood <br> Dues | AANR* | AANR- <br> MW* | Total | Month |
| 53.44 | 20 | 125 | 299.25 | 52.50 | 24 | 574.19 | Year |
| $\$ 53.44$ | $\$ 20.00$ | $\$ 125.00$ | $\$ 299.25$ | $\$ 52.50$ | $\$ 24.00$ | $\$ 574.19$ | May |
| $\$ 53.44$ | $\$ 20.00$ | $\$ 125.00$ | $\$ 239.40$ | $\$ 52.50$ | $\$ 24.00$ | $\$ 514.34$ | June |
| $\$ 53.44$ | $\$ 20.00$ | $\$ 125.00$ | $\$ 179.55$ | $\$ 52.50$ | $\$ 24.00$ | $\$ 454.49$ | July |
| $\$ 53.44$ | $\$ 20.00$ | $\$ 125.00$ | $\$ 119.70$ | $\$ 52.50$ | $\$ 24.00$ | $\$ 394.64$ | August |
| $\$ 53.44$ | $\$ 20.00$ | $\$ 125.00$ | $\$ 59.85$ | $\$ 52.50$ | $\$ 24.00$ | $\$ 334.79$ | September |
| $\$ 53.44$ | $\$ 20.00$ | $\$ 125.00$ | - | $\$ 52.50$ | $\$ 24.00$ | $\$ 274.94$ | October |
| $\$ 53.44$ | $\$ 20.00$ | $\$ 125.00$ | - | $\$ 52.50$ | $\$ 24.00$ | $\$ 274.94$ | November |
| $\$ 53.44$ | $\$ 20.00$ | $\$ 125.00$ | - | $\$ 52.50$ | $\$ 24.00$ | $\$ 274.94$ | December |


| $\$ 53.44$ | $\$ 20.00$ | $\$ 125.00$ | - | $\$ 52.50$ | $\$ 24.00$ | $\$ 274.94$ | January |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| $\$ 53.44$ | $\$ 20.00$ | $\$ 125.00$ | - | $\$ 52.50$ | $\$ 24.00$ | $\$ 274.94$ | February |
| $\$ 53.44$ | $\$ 20.00$ | $\$ 125.00$ | - | $\$ 52.50$ | $\$ 24.00$ | $\$ 274.94$ | March |
| $\$ 53.44$ | $\$ 20.00$ | $\$ 125.00$ | - | $\$ 52.50$ | $\$ 24.00$ | $\$ 274.94$ | April |

Tables include sales tax on Initiation and Oakwood Dues, tax rate of $6.875 \%$ as of May, 2016, subject to change *Fees subject to change per AANR/AANR-MW assessment
Revised May 2011, May 2013, May, 2015, May, 2016, May, 2017

## Addendum A: Dues and Fees Schedule, pg3

## Payment

All Dues, Fees, or Assessments are due and payable on or before the designated deadline approved by the Board and stated on the Dues notice each year. New member Dues, Fees or Assessments are payable in full upon signing the membership application.

## $\underline{\text { Late Fee }}$

Members shall be charged a One Hundred dollar (\$100.00) penalty if all membership Fees are not paid by the designated due date stated on the Dues notice each year.
A Ten Dollar ( $\$ 10.00$ ) per month penalty will be assessed on all other invoices billed to club members if not paid by the designated due date stated on the invoice.
A penalty of fifteen dollars ( $\$ 15.00$ ) per week will be assessed if the Annual Lot Holder Camping Fee has not been received by the designated date as listed on Addendum D: Campsite Use Agreement .

## Prorating of First Year Member Dues

1. First year members joining after June 1 will have their Oakwood Dues reduced according to the above schedule.
2. Family Unit includes dependent children seventeen (17) years of age or younger living with their parents, or children up to twenty-three (23) years of age who are full time students.

## 3. Member Campsite Fee

Tent and Regular Campsite Fees will be discounted $\$ 75.00$ after July 31.
A Member's paid campsite fees and assessments are transferable to new lots. A new campsite Use Agreement must be signed. Any new or additional assessments and fees due on a lot shall be paid at time of occupation. Notwithstanding, a member(s) shall be liable to pay only one time the established fee for any one particular assessment. Any new member(s) assuming a lot that has previously been paid for the year shall have the fees prorated at the discretion of the board. Any additional fees or assessments are due in accordance with established fees.
4. Extend Use Fee. This Fee is for day or overnight use exceeding fifty-five ( $55 \%$ ) of days when the Club is open in a calendar month. The Club is considered to be open from Water On to Water Off, between ~April 15 through $\sim$ October 15. The Fee is prorated for months when the Club is open less than thirty (30) days.

## 5. Guest Fee

A couple is considered to be one (1) Guest [not two (2)]. Immediate family members seventeen (17) years of age or younger living with their parents, or children up to twenty-three (23) years of age who are full time students, are free.

## 6. Damage Deposit

A deposit shall be required for work done by individual lot holders for lot improvements that involve, but are not limited to, underground utilities, tree \& shrub planting/pruning, and structure construction, as per recommendation of the Property Committee.

Revised September 2011, May 2012, May 2013, May 2015, September 2015

## Addendum B: Membership Agreement

## The Oakwood Club, Inc.

Membership Agreement
As a member of Oakwood, I agree to abide by all Laws and the Club's Rules of Assembly (Constitution, Bylaws, and Policy Manual) in their current form and as they may be duly changed by a vote of the membership. While on the grounds I agree to treat other people politely and courteously, not to engage in public display of sexual or rude behavior or drunkenness, and to conduct myself at all times in a manner of behavior that requires no apology.

I, for myself and anyone acting on my behalf, release, waive, discharge, covenant not to sue, and agree to hold The Oakwood Club, participating clubs and organizations, Oakwood officials, emergency and support personnel, volunteers, and successors of all of the above, harmless from any and all claims, demands, and actions of any and every kind I have, may have, or may hereafter accrue against the released parties directly or indirectly arising out of or relating in any respect to my attending or participating in Oakwood activities and related events.

I agree, if my child or children are part of a custody Agreement, that I will obtain the notarized signature of the other parent on the "permission for a Child to Visit" form, prior to that child being on the grounds. If my grandchild or grandchildren will be on the grounds, I will obtain a signed, notarized "permission for a Child to Visit" form signed by both parents or legal guardian.

I agree to contribute a minimum of four (4) hours of work participation to my club, Oakwood Club, Inc. during each summer season. I also agree to help with cleanup around the Club facilities.

I understand that to remain a member in good standing, this agreement must be fulfilled according to the Constitution and By-laws of Oakwood Club. I further understand that my refusal to sign and return this agreement may result in disciplinary action being taken against me.

Name (print)
Signed $\qquad$
Date $\qquad$
Phone $\qquad$
E-mail $\qquad$

Name $\qquad$
Signed $\qquad$
Date $\qquad$
Phone $\qquad$
Email $\qquad$

Phone and E-mail are for Oakwood's records, to be used in the event of an emergency.

The Oakwood Club, Inc.
Title $\qquad$ Date $\qquad$

Revised May 2009, May 2012, May 2015, September, 2020

## Addendum C: Work Agreement

## The Oakwood Club, Inc. <br> Member Work Agreement

## Required Cleaning of Club Facilities

All members are required to take a turn cleaning the Club facilities for one (1) weekend during the Season. Cleaning of Club facilities is not included in the four (4) hours of work service.

A sign-up sheet will be posted in the Bathhouse for Members to choose a work weekend(s).
The completed calendar will be posted on the bathhouse bulletin board. In the event you need to reschedule your posted date, please arrange to trade with someone else and post the changes on the sheets.

## Oakwood Work Duties

Please indicate below the area of expertise where you plan to contribute your four (4) hours of work service. Please put an X by the committee(s) where you are willing to work. Please underline which areas you are interested in.
$\qquad$ Recreational Activities and/or Social Events (includes planning, hosting an event, cleanup, record keeping, serving, and cooking) If you wish to host an event please describe the event.
___ Administration (includes Officer, Director, Audit, Constitution and Bylaws, Elections and Nominations Committees)
Finance (includes bookkeeping, clerical, process documentation)
Planning (includes member surveys, data collection, cost estimating)
Membership (includes contact with new prospects, hosting visitors, record keeping)
Property (includes pool, building construction and maintenance, grounds maintenance, tree care, planting, wood cutting, campsite mowing, etc.)
$\ldots$ Publications and Public Relations (includes Newsletter editor, contributor, and Internet)
(Please read the Bylaws for more detail.)

## Club Communications

$\qquad$ I would like to have my name, phone number and or e-mail address included in a club directory. The directory will only be disseminated via e-mail to those who appear in it.

I don't want my name and email given out, but I would like to receive important electronic notifications from the Officers or Board members as they see fit.
$\qquad$ I would like to receive my copy of the Oakleaves or other Newsletter electronically. Members receiving paper copies of notices may incur a mailing charge.

Name (print) $\qquad$ Phone $\qquad$
Signature $\qquad$ E-mail $\qquad$
Revised September 2021

## Addendum D: Campsite Use Agreement

## The Oakwood Club, Inc. CAMPSITE USE AGREEMENT

CAMPSITE \#

The dates of use of the above campsite shall be from May first ( $1^{\text {st }}$ ) to April thirtieth ( $30^{\text {th }}$ ) each year and be automatically renewable subject to the following terms and conditions:

In order to ensure that the campgrounds remain uncluttered and in safe condition, all members who use a campsite are required to sign below, indicating that they have read and understood the following statement:

The undersigned user(s) shall, at the expiration/termination of this agreement, remove from the Oakwood premises any of his/her property, including mobile home, trailer, camper, porch, deck, shed or other personal property. If the user fails to remove said property within thirty (30) days after being sent notice to do so (at user's last known address), the Club shall consider the property abandoned and start the process to remove, sell or destroy said property, at its option, in accordance with the Law, and any cost thereof shall be paid by the user. All lot holders will be assessed a late fee if payment has not been received prior to May $1^{\text {st }}$ of each year. The late fee penalty is listed on Addendum A: Dues and Fee Schedule.
A user may terminate this Agreement upon 30 days advance written notice. The Club may terminate this agreement upon user's failure to pay annual Oakwood Dues and Campsite Fees by April thirty (30) of any year, termination of user's membership in Oakwood, or failure (as determined by the Board of Directors) to comply with the following:

Trailer and Campsite Rules: Refer to Policy Manual, Section N for additional information on campsite use and structures.
A. Trailers and other structures must be maintained with an acceptable appearance and in safe and habitable condition.
B. Structures erected or put on campsites must be authorized by the Board and building permits secured. It is a member's responsibility to verify if a permit is needed. Below ground utilities or any connections to existing utilities must be approved by the Board.
C. An operable fire extinguisher must be available in each trailer.
D. A current license must be displayed on all trailers as required by State law.
E. Grass must be kept mowed four (4) inches or shorter. Campsites must be kept clean and neat.
F. Campsites may not be used to store unnecessary or extraneous vehicles, boats or other large items.
G. Each membership is entitled to no more than one campsite.
H. Only portable hot tubs may be parked on any campsite site and only with prior approval of the Board.
I. Campsite users must sign a Campsite Use Agreement.
J. Only one (1) trailer per campsite is allowed.
K. The Board, at its sole discretion, may choose to nullify this agreement with provisional members at any time, requiring such member(s) to remove all personal property from the campsite as stated above. Therefore, provisional members make major improvements on the campsite at their own risk.
L. This Campsite Use Agreement replaces any previous Campsite Use Agreements signed by the user(s). Any changes to the Bylaws relevant to this agreement automatically become a part of this agreement.
M. If the Board determines that the area occupied by this campsite is needed for any other purpose, the user will be notified in writing as soon as possible, but not less than thirty (30) days, before being asked to vacate the campsite. The user will then be given top priority for a new campsite.
N. All water hookups must use a backflow preventer.

Member Signature

Member Signature

Date

## Date

Oakwood Club, Inc. by $\qquad$
Title $\qquad$
Date

## Addendum E：Member Application

## The Oakwood Club，Inc．

Please complete this form completely．Should membership be offered and you decide to join，this will also serve as part of your membership application．Please print clearly．
Name（him）： $\qquad$
Date of Birth： $\qquad$ Driver＇s license number： $\qquad$ State： $\qquad$
Name（her）： $\qquad$
Date of Birth： $\qquad$ Driver＇s license number： $\qquad$ State： $\qquad$
Street Address：
City： $\qquad$ State： $\qquad$ Phone：（ ） $\qquad$
E－mail： $\qquad$
Please provide alternate and／or emergency contact information on the back of this form．
Are you currently a member of：
AANR Yes 回 No Membership \＃： $\qquad$ Exp．Date $\qquad$
AANR Midwest Yes ${ }^{2}$ No ？Membership \＃： $\qquad$ Exp．Date $\qquad$
If yes，would you wish to transfer your membership to Oakwood？Yes 囵 No 回
Are you currently or have you been a member of other nudist clubs，Associations or Affiliations？Yes 囵 No 回
If yes，list all nudist clubs，Associations and Affiliations with city，state，that you are or have been a member of（use back if more space is needed）：

Have you ever been convicted of a felony？Yes ？No ？If yes，please explain on the back of this form．
If you have Children，will they be participating？Yes ？No ？If Yes，number of Children \＆Ages： $\qquad$

I fully understand and agree that：
1．The Oakwood Club is a nudist club．
2．The information provided in this application will never be shared with the Members of the Club without my permission．
3．A background check using a verifiable source may be completed．
4．I agree to abide by the Bylaws and the Policy Manual of the Oakwood Club，Inc．
5．It is my responsibility to keep abreast of the current Bylaws and Policies．
I attest that the above information provided is complete and accurate．
I agree not to disclose any information about Oakwood，including its location or members．I also agree not to publish any articles，nor grant any interviews to public media，about Oakwood without the written permission of Oakwood．

I，for myself and anyone acting on my behalf，release，waive，discharge，covenant not to sue，and agree to hold The Oakwood Club，participating clubs and organizations，Oakwood officials，emergency and support personnel，volunteers，and successors of all of the above，harmless from any and all claims， demands，and actions of any and every kind I have，may have，or may hereafter accrue against the released parties directly or indirectly arising out of or relating in any respect to my attending or participating in Oakwood activities and related events．

Signature（him）： $\qquad$ Date： $\qquad$
Signature（her）： $\qquad$ Date： $\qquad$
Revised May 2012，May 2013，May 2015

## Addendum E, pg2

## Transfer of AANR Membership to The Oakwood Club, Inc.

To: AANR
Date: $\qquad$
1703 North Main Street, Suite E
Kissimmee, FL 34744-3396
Dear Membership Department:
This is a request to transfer my/our basic/associate membership from (Old Club Name)
To
The Oakwood Club, Inc.
Please notify my/our former club, if applicable, of my/our decision and adjust your records accordingly. Thank you,

Signature $\qquad$
Print Name $\qquad$
AANR \# $\qquad$

Signature $\qquad$
Print Name $\qquad$
AANR \# $\qquad$

# Addendum F: Guest Registration <br> The Oakwood Club, Inc. guest registration 

The Oakwood Club, Inc. Principles: We believe in the essential wholesomeness of all buman bodies and of the natural functions and activities which they perform. We believe in the naturalness of social nudism and we consider that exposure of the entire buman body to sun, light and air is beneficial. We believe that we have the right to practice social nudism provided we do not infringe upon the rights of others.

AANR Club \& Member Number $\qquad$
$\qquad$ [ Landed ${ }^{[ }$Non-landed

Other Affiliation \& Member Number $\qquad$
$\qquad$ [] Landed 0 Non-landed

As a guest of Oakwood, I agree to abide by the policies of the Club, as explained to me at check in, while on the grounds to treat other people politely and courteously, not to engage in public display of sexual or rude behavior or drunkenness, and to conduct myself at all times in a manner of behavior that requires no apology. I understand that inappropriate behavior may lead to my being asked to leave the Club property without refund of any fees I may have paid.

I agree that the above information is complete and accurate.
I agree not to disclose any information about Oakwood, including its location or members. I also agree not to publish any articles, nor grant any interviews to public media, about Oakwood without the written permission of Oakwood. . Photography is not allowed except as established in the Bylaws and Policy Manual.

I, for myself and anyone acting on my behalf, release, waive, discharge, covenant not to sue, and agree to hold The Oakwood Club, participating clubs and organizations, Oakwood officials, emergency and support personnel, volunteers, and successors of all of the above, harmless from any and all claims, demands, and actions of any and every kind I have, may have, or may hereafter accrue against the released parties directly or indirectly arising out of or relating in any respect to my attending or participating in Oakwood activities and related events.

I fully understand and agree to the general rules of conduct of The Oakwood Club, \& further attest that the above provided information is complete and accurate.
Signature (him): $\qquad$ Date:
Signature (her): $\qquad$ Date: $\qquad$
Signed in by (Members name):
[] Guest of Oakwood Member, Members Name $\qquad$
Revised May 2012, May 2015

## Addendum G: Permission for a Child to Visit

## Permission for a Child under the Age of 18 to Visit Oakwood

Linwood, MN during the $\qquad$ camping season (mid-April to mid-October).

I understand that the Oakwood Club is a nudist club and that there will be adult social nudity on the grounds. I also understand that my child will not be required to disrobe during any visit, but will be expected to behave in a socially acceptable manner and to follow the rules of the Club as they are explained to him/her by the member who he/she is visiting.

I, for myself and anyone acting on my behalf, release, waive, discharge, covenant not to sue, and agree to hold The Oakwood Club, other participating clubs and organizations, Oakwood officials, emergency and support personnel, volunteers, and successors of all of the above, harmless from any and all claims, demands, and actions of any and every kind I have, may have, or may hereafter accrue against the released parties directly or indirectly arising out of or relating in any respect to my child's attending or participating in Oakwood activities and related events.

I certify that I (we) am (are) the parent(s) or the person(s) having custody, or legal guardianship of the above-named child.

Name (printed) \& Relationship

Signature

Date

Name (printed) \& Relationship

Signature

Date

## State of Minnesota

County of $\qquad$
This document was signed or acknowledged before me this $\qquad$ day, of $\qquad$ month,
$\qquad$
$\qquad$ , the above named principal.

## Signature of Notary Public

My Commission expires:

Revised May 2012, September, 2020

## Addendum H: Suggestion Process

## Section A: The Suggestion Process

1. Oakwood maintains a single process allowing members and guests to communicate to the Club regarding suggestions for improvement, requests, complaints and the like. For simplicity it is called the "Suggestion" system, though it may be used for a variety of communications to the Club. All suggestions must be in writing by completing the form provided in Addendum I of the Bylaws.
2. The suggestion should be addressed to the Secretary at the Club address. The Secretary shall log the suggestion, giving it a date and time stamp, and shall send the original or copies to the Membership Relations Committee, other appropriate Committee(s) and the Board within seven (7) days. The date stamp shall be considered the receipt date for all procedures pertained to in this Section.
3. Each Committee shall check the facts relevant to the suggestion, cross-checking with other Committees if there is any overlap in responsibilities, and shall recommend appropriate action to the Membership Relations Committee within fifteen (15) days of the receipt date of the suggestion from the Secretary.
4. The Membership Relations Committee shall communicate their recommended action(s) to the member(s) making the suggestion and to other affected Committees, and to the Board if appropriate, within seven (7) days of receipt of the recommendation from the affected Committee.
5. If the Committees decide that action is required by the Board, the Membership Relations Committee shall make such a recommendation and forward the suggestion, along with any assessments and comments, to the Board, in which case the Board becomes the Committee processing the suggestion. The Board shall deliberate and respond to the member(s) making the suggestion within thirty (30) days.
6. If the members(s) making the suggestion disagree(s) with the action being recommended by a Committee, they may file a written appeal with the Board and the Board shall become the Committee processing the suggestion. The Board shall deliberate and respond to the member(s) making the suggestion within thirty (30) days and their decision shall then be final.

## Section B: Complaints Regarding Member Behavior

1. If the suggestion is a complaint about the behavior of a member, a modified process shall be followed. Members considering the filing of a complaint shall notify the Membership Relations Committee Chair and cooperate in an attempt by the Chair to mitigate the situation. Notice of intention to submit a complaint must be given within fifteen (15) days of the date of the alleged infraction. The Membership Relations Committee Chair shall log results of the mitigation. All parties shall sign off on any documented conversations. If such mitigation fails, the complaint should then be submitted in writing, within seven (7) days, by completing the form provided in Addendum I of the Bylaws, addressed to the Secretary at the Club address, who shall log it, and send copies to all members of the Membership Relations Committee and the Board within seven (7) days. The date stamp shall be considered the receipt date for all procedures pertained to in this Section.
2. Complaints should contain all of the information requested on the form provided in Addendum I, and in addition, must contain the names of other persons who were present during the offending behavior, and state the impact of the behavior on the person(s) submitting the complaint
3. The Membership Relations Committee shall conduct a fact-finding investigation; including a search for other witnesses, prior to a meeting with complainant, defendant and witnesses.
4. The Membership Relations Committee shall meet and investigate the complaint within twenty-one (21) days of its receipt by the Secretary. At least three members of the Membership Relations Committee must be present at this meeting. Written notice of the meeting shall be sent to the complainant and defendant at least ten (10) days prior to the meeting. If such a meeting cannot be held for valid reason within the twenty-one (21) day timeframe, the Membership Relations Committee may request approval from the Board for a reasonable extension time or dismissal of the complaint. The Board decision on this request shall be communicated in writing to complainant, defendant and any other concerned parties.
5. Complainant and defendant may each bring up to three (3) witnesses to the meeting. The Membership Relations Committee shall hear statements and question complainant and defendant and their witnesses, perhaps separately if required to maintain decorum.
6. The Membership Relations Committee shall then discuss their findings and make a recommendation. This determination shall take place in closed session. The recommendation shall be communicated in writing to complainant, and defendant and the Board within seven (7) days of the conclusion of the investigation. The recommendation may include the following: dismissal of the complaint or recommendation of disciplinary action by the Board following the guidelines of Addendum J
7. Complaints must not be of a punitive or frivolous nature. Complaints so judged by the Board may result in disciplinary action against the person(s) submitting the complaint.

## Section C: Disciplinary Action

1. The recommendation of the Membership Relations Committee may be for disciplinary action against either defendant(s) or complainant(s). However, only the Board can impose discipline. Any discipline imposed by the Board shall be within the guidelines of Addendum J.
2. The Board shall meet within fifteen (15) days from the recommendation for discipline. They shall consider the facts and impose discipline or they may reopen the investigation. They shall then give an independent decision that shall be communicated in writing to the complainant and defendant and the Membership Relations Committee.
3. The decision of the Board is immediately binding upon all parties.
4. Any party involved in the complaint process may ask the Review Panel for their judgment regarding the discipline imposed by the Board without filing an appeal. The request for a judgment review must be submitted in writing, addressed to the Secretary, within seven (7) days of discipline notification. The Review Panel may beseech the Board to reconsider their discipline decision as too harsh or lenient, however, the Board has the final decision in the matter.
5. Disciplinary action may be taken against any Committee member, Officer or Board member found to be in violation of the processes outlined in this Addendum or subsequent Addendum J.

## Section D: Appeal

1. Any party to the disciplinary proceeding may appeal the decision of the Board by submitting a letter in writing to the Secretary who shall log the appeal request, and notify the Board of such request within seven (7) days of receipt. Appeals must be submitted within fifteen (15) days following the disciplinary decision. Each appeal must explain the reason why the decision should be changed, and the decision that is wanted. The date stamp shall be considered the receipt date for all procedures pertained to in this Section.
2. An appeal shall be considered by a Review Panel consisting of any three (3) Past Presidents of the Club and Parliamentarian, who are not currently serving as an Officer or Board member, or on the Membership Relations Committee. If three (3) Past Presidents are not available, or there is deemed to be a conflict of interest by any party, then the ones available shall select other members to make three (3).
3. The Parliamentarian shall be involved as an advisor to assure adherence to the Bylaws. The Parliamentarian is not a voting member of the Review Panel.
4. The Membership Relations Committee shall supply the Review Panel with their documentation of the complaint so the Review Panel may review the entire case, starting with the filed complaint and including the log of any mitigation results, the minutes of the Membership Relations Committee and Board meetings and any other correspondence or documentation on the matter. All parties may or may not, at their choosing, request clarification to provide information to the deliberations.
5. The Review Panel shall make a recommendation to the Board within thirty (30) days from the date the appeal is received from the Secretary. The Review Panel and the Board must meet and agree on a final action. If no agreement between them is reached, the original Board decision stands.

## Addendum I: Suggestion/Complaint Form

All suggestions must be in writing and must contain the name, telephone number and e-mail, if any, of each person signing the suggestion, along with a description of the situation being addressed and the outcome the requestor wants to have made.

Name $\qquad$
Phone $\qquad$
Email $\qquad$
Description of suggestion, complaint, or request:

Description of desired change or action to occur:

Signature(s)

Please use the back of this form for additional information required for the complaint process.
Please mail completed form to the Oakwood Secretary at:
The Oakwood Club, Inc.
5115 Excelsior Blvd, \#301
Minneapolis, MN 55416-2906
Received by Secretary on

Secretary signature $\qquad$
Adopted May 2012

## Addendum J: Member Offenses and Consequences

The list below does not represent an all-inclusive list of offenses or consequences. The following list is intended to set guidelines and expectations for Membership behavior as provided for elsewhere in the Bylaws; and to assist the Board in their administration of disciplinary procedures when a complaint has been found to have merit. Members who have accumulated five (5) or more active points may lose their status of "good standing" and privileges accorded to it and/or have their membership revoked and be removed from the Oakwood Club, Inc.

## I Levels of Offense

## A. Tier I Offense

1. A Tier I offense or minor infraction of Oakwood Bylaws and/or Policy Manual may include any incident determined to have been accidental and/or no physical damage occurred. Upon receipt of a member's notice of their intent to file a complaint, this type of offense, by definition, must be mitigated by the Membership Relations Committee. Any offense of this nature that cannot be mitigated shall then be considered a Tier II Offense.
2. Examples of a Tier I Offense: Verbal dispute, frivolous complaint, vehicle misuse (motorized or not), pet offense, poor sportsmanship, poor stewardship of club property.
3. Point Level Assigned: No points assigned.
4. Results of the mitigation may include: Verbal warning, written warning, and/or member apology.
5. A record of the mitigation shall remain on file with the Membership Relations Committee for a period of two (2) years.

## B. Tier II Offense

1. A Tier II offense or infraction of Oakwood Bylaws and/or Policy Manual may include any incident determined to have been intentional and/or physical damage occurred. A complaint of this type shall be handled according to the processes outlined in Addendum H .
2. Examples of a Tier II Offense: Repetitive Tier I offense, inappropriate sexual conduct, verbal abuse, physical altercation with another person, damage to or removal of other persons or Club property, alcohol or substance abuse, misuse of private member information, etc.
3. Point Level Assigned: 2 Points
4. Examples of Action Recommended by Membership Relations Committee: A written warning that may require a written apology from the offending member, loss of privilege as accorded in the Bylaws, monetary compensation in the case of a property damage offense, etc. Discipline imposed by the Board may include any and/or all of the Committee recommendations.
5. A record of the disciplinary action and points assigned will remain on file with the Membership Relations Committee for a period of three (3) years.

## C. Tier III Offense

1. A Tier III offense or infraction of Oakwood Bylaws and/or Policy Manual that includes any incident determined to have been intentional and/or physical damage occurred; or a second ( $\left.2^{\text {nd }}\right)$ complaint of a Tier II offense of the same nature. A complaint of this type shall be handled according to the processes outlined in Addendum H .
2. Examples of a Tier III Offense: Repetitive Tier II offense, behavior of a predatory nature such as stalking, conviction of a sex crime, or any action that require law enforcement involvement, etc.
3. Point Level Assigned: 3 Points
4. Examples of Action Recommended by Membership Relations Committee: Loss of privilege, monetary compensation in the case of a property damage offense, limited access to club facilities, revocation of club membership, etc. Discipline imposed by the Board may include any and/or all of the Committee recommendations.
5. A record of the disciplinary action and points assigned will remain on file with the Membership Relations Committee for a period of three (3) years.

## D. Tier IV Offense

1. A Tier IV offense or infraction includes any incident that is intentional in nature causes direct physical or financial harm to the Oakwood Club, Inc or any of its members.
2. Examples of a Tier IV Offense includes but are not limited to: Suing the Oakwood Club, Inc. for damages and having that lawsuit dismissed in the court; Identifying a member to their relatives or friends; or other infractions that are willfully initiated that could cause harm.
3. Point Level Assigned: 10 points
4. Examples of Actions Recommended by Membership Relations Committee: Immediate and permanent revocation of club membership. Discipline imposed by the Board may include any and/or all of the Committee recommendations or may be determined separately from the Committee's recommendations.
5. A record of the disciplinary action and points assigned will remain on file with the Membership Relations Committee indefinitely.

## II. Administration of Discipline

Discipline shall be imposed impartially and consistently across all levels of membership. This Addendum is to be used as a guideline in all deliberations and assessments of levels of offense. Discipline recommended to the Board by the Membership Relations Committee shall be given due consideration, however, the Board has the final decision in all matters. Imposed discipline deemed to be inconsistent or frivolous may result in action against the parties involved in such deliberations and decisions.

## III. Notification and Appeal

A. Notice of disciplinary action and the appeal thereof shall be in accordance with Addendum H of these Bylaws.

## Addendum K: Definitions

Capitalized terms in the Bylaws shall have the meaning given below, or given in the context of their use in the document.

Assessment The money charged to a member to cover special onetime fiscal needs of the organization, e.g., a special tax levied on a property to pay for a local public improvement that will presumably benefit that property.

Bylaws A Document listing the rules unique to the Club, which are not already covered in the Robert's Rules of Order Newly Revised (RONR).

Chair The Chairperson of a Committee, who is responsible for the functioning of the Committee; calling meetings, taking minutes, record keeping, reports to the Board, attending Board meetings when required, etc.

## Disciplinary Action

Board imposed sanctions against a Member that may result in loss of privileges and/or the status of "Good Standing".

Dues The money charged for membership to Oakwood and its affiliated organizations. See Addendum A for a complete list.

Fees The money charged for services provided by Oakwood. See Addendum A, for a complete list.

General Member The definition is set forth in Article VI, Membership.
Guest Registration The process that all non-General Members must complete immediately upon entering the Oakwood property. See Addendum F.

Member in A member who pays dues on time and follows the Oakwood Rules of Good Standing Assembly, and is further not prohibited to vote due to disciplinary or other board action.

Personal Information
Personal Information is any information about a member or guest except first name and first initial of the last name.

Provisional Status The definition is set forth in Article VI, Membership.
Qualified Meeting limits or terms of acceptance. Eg: Qualified to vote: Meeting the terms of General Membership; a non-provisional General Member in good standing.

Rules of Assembly (ROA) The Rules of Assembly for Oakwood listed in ranking order of influence:

1. Articles of Incorporation
2. Constitution
3. Bylaws
4. Robert's Rules of Order Newly Revised (RONR) latest edition
5. Policy Manual

Revised May 2012

