

# Winding Creek Camp HANDBOOK 2021

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<sup>\*</sup>The information contained in this Handbook is subject to change. It is the responsibility of the member to be aware of any updates and/or rule changes that may occur. As new Policies are

added, or rules amended, they will be posted on our website at www.windingcreekcamp.org/Seasonals.

#### INTRODUCTION

Welcome to Winding Creek Camp. On behalf of the entire board and staff, may we extend our most cordial welcome and our sincere wishes for a quality recreational experience.

We realize the happiness of our Lease Holders is the key to successful growth and are, therefore, committed to providing the optimum family-focused atmosphere and services in a clean, safe and secure environment.

This Handbook is provided to assure all Lease Holders the right to enjoy their cottage and seasonal RVs, and to provide a secure campground for all Lease Holders and guests. All of us must understand that to accomplish this, rules and procedures must be enforced.

Lease Holders must be responsible for the actions of their children and their guests. Individuals who violate the rules may have their privileges suspended or terminated.

This Handbook is also intended to make clear the rules and procedures members are to follow. It should be understood when references are made to the Board President in this book, this applies also to his designee. Regardless of what a Board member or staff person may tell a lease holder, every lease holder will be held responsible for following the rules stated in this Handbook.

The board is united in its mandate to the Board President to enforce this handbook. We shall do our best to make you feel comfortable and "at home" when you are here.

#### LEASE HOLDER CRITERIA

The Board of Directors, for the health, safety and welfare of Winding Creek, its Lease Holders, guests and invitees, hereby approves the following language with respect to those members and/or proposed members who have been convicted of a felony that requires registration under Act 295 of 1994, as amended (also known as the Michigan Sex Offender Registration Act) (hereinafter "the SORA").

#### PROHIBITION OF REGISTERED SEX OFFENDERS

No person convicted of a felony and/or required to register under the SORA ("a registrant"), or any similar statute of any governmental agency, as amended, may permanently or temporarily reside in any cottage, dormitory, lodge or on any RV Lot within Winding Creek for any period of time. This Winding Creek ("the Bylaws") charges the Board of Directors of Winding Creek to "establish criteria for admission of members". This prohibition applies to all members of Winding Creek, and their guests.

If after the adoption of this resolution, a registrant resides in or occupies any cottage, dormitory, lodge or any RV Lot within Winding Creek as an owner, guest, or any other

form of possessory interest, the Lease Holder must immediately cause the registrant to vacate Winding Creek. This restriction shall apply equally to all future Lease Holders, family and guests in Winding Creek, as well as any Lease Holder that currently owns any interest or Lot within Winding Creek.

Winding Creek shall provide a Lease Holder in violation of this provision with written notice either hand-delivered or sent by first-class mail, which informs the Lease Holder he or she must correct the violation within sixty (60) days of the date of the notice. If the registrant does not vacate Winding Creek within sixty (60) days, then Winding Creek may institute legal proceedings as may be appropriate to have the registrant removed from Winding Creek. Winding Creek shall be entitled to recover its costs and actual attorney fees from the Lot Owner, Lease Holder and/or registrant, which shall be added to the Lease Holder's dues and/or assessments.

Winding Creek shall not be liable to any Lease Holder, guest, or anyone occupying or visiting Winding Creek as a result of Winding Creek's failure or alleged failure, whether negligent, intentional or otherwise, to notify any Lease Holder or visitor within Winding Creek of the presence, residency or occupancy of any registrant, or to pursue the removal of a registrant from Winding Creek.

At its sole discretion, the Board of Directors reserves the right to waive these restrictions as to certain felonies involving non-violent crimes, and/or impose other reasonable accommodations to provide for the safety of the Lease Holder and their guests.

#### WINDING CREEK CAMP INFORMATION

#### 1. Committee and Team Definitions

#### 1. Executive Committee

(Adopted September 8, 2007)

• The four elected officers (President, Secretary, Treasurer, and Vice President) will serve as the Executive Committee to conduct necessary business between meetings.

#### 2. Chain of Command

(Adopted September 8, 2007)

• BOD: direct supervision of Camp Director.

#### 3. Buildings/Grounds Team

(Adopted September 8, 2007)

- Chair, appointed by BOD and a member of BOD
- Camp Director is on Buildings/Grounds Team
- To be made up of no more than 9 members approved by BOD (selected by Chair) plus the Chair

#### 4. Program Team

(Adopted September 8, 2007)

- Chair, appointed by BOD and a member of BOD
- Camp Director is on Program Team
- Made up of no more than 9 members approved by BOD (selected by Chair) plus the Chair

#### 5. Vision Team

(Adopted April 27, 2013)

- Chair, appointed by BOD and a member of BOD
- Camp Director is on Vision Team
- Made up of no more than 9 members approved by BOD (selected by Chair) plus the Chair

#### 6. Family Camp Team

(Adopted April 27, 2013)

- · Chair, appointed by BOD and a member of BOD
- Camp Director is on Family Camp Team
- Made up of no more than 9 members approved by BOD (selected by Chair) plus the Chair

#### **B.** Contact Information

**1. Camp Office** - (269) 945-5193 – call the camp office for questions or to make reservations for RV sites, cottages, or building/facility rental.

- 2. Grounds Manager (616) 795-1479
- **3. Emergency** (616) 795-1479 call this number if you observe something around camp that may need immediate attention such as a:
  - broken water line
  - downed electrical wire
- \* If you are reporting an emergency and need immediate medical attention, **please** call **911**, then call this number to report it to our staff. We will respond as quickly as possible.
- **C.** Recreation-Activities The following activities are available for Lease Holders, their families and guests throughout the camp:
  - Disc Golf course starting behind the Camper's Garage
  - 1¼ mile nature walkway entrance at the south-east end of the disc golf field and winds through the woods to the south
  - Challenge Course & playground (age 5 and up)
  - 9-Square
  - Human foosball
  - Horse-shoe pits
  - Toddler playground (to age 5)
  - Volleyball
  - Basketball
  - Swimming pool
  - Fall Creek

#### SERVICES

#### 1. Pump-out Services

Maintenance staff will visit a cottage or seasonal RV site to pump holding tanks on a scheduled day, for a \$10/pump or \$180/season fee.

- Request envelopes are available in the office and must be placed in the Night Drop in the office no later than 5pm Wednesday evening.
- NO pump-outs will be done on Sundays or after 3:00 PM on any day.
- Valves that are hard to get to, pose a potential health risk, blocked by skirting or too far under the unit, etc. must be corrected if the Grounds Manager notifies you of a problem.
   If they are not taken care of within a reasonable period of time, the Grounds Manager has the right to refuse pump-out service.

#### B. Pump-out Schedule

Thursday – all pump-outs will be done on Thursday, 9:00am -12:00pm, weather permitting.

<sup>\*</sup> Winding Creek Program Team provides other activities throughout the summer. Watch for a list of activities in Newsletters, service-ad boards, camp office, and on Facebook.

#### C. Emergency Pump-out

These are pump-outs requested on days other than the pre-scheduled day (Thurs); emergency pump-out charge is \$25.

#### D. Plugged tanks & other plumbing issues

Plugged tanks, leaks and other issues with gray/black water tanks are the responsibility of the owner.

#### E. Internet

Internet service (wi-fi) is available, password - wccamp130

#### F. Website & Member Web Access

Visit our website <u>www.windingcreekcamp.org</u> or connect with us on Facebook. Look for our calendar of events, weekend flyers, chapel schedule, sales listings, history, photo albums, online payment link, member-only news, and more.

#### WINDING CREEK FEES/LEASES/PAYMENTS

#### A. Lease and Payment Policy

(Adopted May 20, 2017)

- 1. Annual lease agreements will be sent by January. The signed lease and proof of insurance must be submitted by March 1 or a late fee will be applied.
- 2. First payment due March 1st (at least 33% of total fee is due or there is a \$25.00 late fee)
- 3. Second payment is due May 1st (at least 33% of total fee is due or there is a \$25.00 late fee)
- 4. Third payment is due July 1st (balance of monies due, payment must be postmarked by July 1st)
- 5. Must have balance or arrangements for payment by July 1st or no usage of your seasonal will be allowed until balance is paid in full or arrangements are made with the treasurer.
- 6. Anyone with a balance past due on their account at the end of the year will not be extended a lease for the new year. This includes lease fees as well as electrical bills. If such default is not cured, the landlord may pursue all available remedies, including eviction proceedings.
- 7. If back dues are not paid by December 31st, there will be a penalty of 10% added to the bill.
- 8. If delinquent electric bills are not received by December 31st, a 10% late fee will be added to the balance.

#### B. Fees (cottages and seasonals)

(Adopted January 14, 2006) (Updated May 20, 2017)

- 1. Setting fees: The BOD sets fees.
- 2. No seniors' discounts.

- 3. BOD reviews current rate/budget/shortfall and makes a motion to increase/add fees for following year.
- 4. Must have current certificate of liability insurance (cottage and trailer owners) and send proof by March 1 or there will be a \$100 fee.

#### C. Fees (non-seasonals)

(Updated May 20, 2017) (Adopted October 22, 2016)

- 1. Setting fees: The BOD sets fees.
- 2. No seniors' discounts.
- 3. BOD reviews current rate/budget/shortfall and makes a motion to increase/add fees for following year.
- 4. The team is to consider Family Camp as 'prime' time thus setting a package fee higher than the other part of the camping season and priority is to be given to those campers who wish to participate in family camp in its entirety.
- 5. Secondary consideration (reservations) is to be given to those who do not wish to participate in the entire family camp. Such fees will be recommended and sent to the BOD for final approval.

#### D. Seasonal RV restrictions

(Adopted October 16, 2009) (Updated May 20, 2017) (Updated October 28, 2017)

- 1. Two spots in Section F will be considered for seasonals on a case-by-case, year-by-year basis
- 2. The BOD will now consider requests for seasonal spots in Section A on a case-by-case basis.

#### E. RV Lot Selection Policy

(Adopted October 28, 2017)

- 1. A seasonal lot will remain in the possession of the previous year lease holder until March 1 of the new year. If the previous year lease holder has not paid the minimum payment by March 1 their lot becomes available to any person interested in the lot as a seasonal.
- 2. The previous year lease holder has 30 days to redeem their lot, by bringing their bill up to date, or they will be required to move their trailer, deck and other paraphernalia from the lot.
- 3. Any parties interested in a particular seasonal lot may submit a letter of interest to the Board of Directors Secretary at any time, which will be used to generate a waiting list for that lot. Any letter of interest expires one year after submittal.
- 4. The list will be generated on a first come, first serve basis. Please submit your letters of interest to: <a href="mailto:secretary@windingcreekadmin.org">secretary@windingcreekadmin.org</a>.
- 5. The Winding Creek Camp Board of Directors reserves the right to approve or deny any seasonal camper's request for a particular lot for any reason.

#### F. Selling Your Cottage/RV

- 1. Lease holders selling a cottage and/or RV **must**:
  - a. inform the Office Manager of the intent to sell;

- b. inform potential buyers of the required application process;
- c. inform potential buyers they are not allowed to occupy the cottage/RV site until the BOD has:
  - 1. received their application;
  - 2. performed background checks;
  - 3. approved their application.

#### **G. Winding Creek Programs**

(Updated on April 29, 2017)

(Originally adopted on April 27, 2013)

1. All programs at Winding Creek are required to fill out a group rental agreement and submit final payment and annual financial statement within two weeks to the treasurer.

#### H. Rental of privately-owned cottages and RVs

(Adopted April 27, 2013)

 Individuals who own seasonal cottages or have an RV on a seasonal lot (or their temporarily vacated seasonal lot) may rent, either privately or through the camp personnel, said property throughout the summer when not in use by the owner. Anyone occupying a personal residence must comply with the policies and procedures of Winding Creek and respect all guidelines.

#### I. Camping at Winding Creek Camp

- 1. Camping sites are available on a first come, first served basis.
- 2. Reservations may be made by calling our Camp Office.
- 3. Cancellations made prior to seven days of arrival will not be charged a cancellation fee. Reservations cancelled less than seven days prior to arrival date, a two-night usage charge will apply.

#### **RULES SECTION**

#### A. Daily Registration

- 1. Lease holders, family and guests are expected to register at the Camp Office any time staying overnight on the grounds.
- 2. Registration forms can be filled out, and left, in the camp office when arriving for your stay.

\*Registering with the office provides a level of security and safety in case of emergency.

#### **B.** Vehicle Identification Requirements

(Adopted on February 18, 2017)

All vehicles on the campground must be registered with the camp office. At no time should any vehicle be on the grounds without a permit.

#### 1. Lease Holder vehicles

a. Lease Holders will receive a window decal, valid for current season only, when they receive their seasonal lease.

b. Window decals must be displayed in the upper left corner of the windshield.

#### 2. Guest vehicles

- 1. Guests (single-day and multi-day) will receive a permit good for the length of their stay at registration.
- 2. Guest permits must be displayed in the front window of their vehicle.
- 3. Permits must be displayed at all times when vehicle is on the grounds.

#### C. SITE USAGE

#### 1. Site

- a. 180 Day Rule: No site shall be used for more than 180 days per year.
- b. Winding Creek will start counting the use of the Camp on January 1st of each year and end the account on December 31st of each year.
- c. Use is defined as any lease holder, child, or grandchild entering or being on the premises of Winding Creek, for any amount of time during a day will constitute as use for that day.
- d. The Camp may not be used as a permanent residence. The State of Michigan defines a permanent residence, which is occupied more than 180 days at a location.
- e. Renting, leasing of your personal cottage/RV is permitted.

#### 2. Special Events Policy

(Adopted October 28, 2017)

- a. The Winding Creek Camp Board of Directors reserves the right to approve or deny any request for any Special Event for any reason.
  - 1. Events and guests must be registered with the camp office.
  - 2. Usage must follow camp rules and policies regarding alcohol, smoking, fireworks, etc.
  - 3. Chairs and tables cannot be moved from one building to another (i.e. chairs from dining hall or tabernacle out to field, gazebo or pavilion)
  - 4. Cleanup renter is responsible to clean up all facilities used according to camp guidelines.
  - 5. Hosts are responsible for their guests.

#### 3. Water & Power Damage

a. Winding Creek Camp is not responsible for loss or damage caused by water or power outage.

#### **ACCOMMODATIONS**

#### A. Recreation units (RV)

- 1. RV's are defined as travel trailers, Park Models, motor homes, fifth wheels, popup trailers, and truck campers.
- 2. Only one RV with wheels can be on a site.
- 3. RV's must be parked with tongue facing the road.
- 4. Motorhomes must be backed into their site, facing out.
- 5. A second RV may not be placed on the site.

#### B. Tents

- 1. A member may set up one tent (occupied by immediate family/children only).
- 2. A member who has no camping unit on his site may set up two tents (occupied by immediate family/children only).
- 3. Tents may be set up for no longer than 2 weeks, then must be moved.
- 4. Tents may not be set up on an area other than a designated campsite.

#### C. Screen Shelter/Picnic Shelter

- 1. A member or guest camper may set up an open sided screen shelter on their site.
- 2. Screen/Picnic Shelters may be set up for no longer than 2 weeks, then must be moved.

#### **SAFETY & HEALTH REGULATIONS**

The Camp may impose restrictions for the safety, health or well-being for persons and property.

#### A. Disposal Regulations

- 1. Sewage disposal:
  - 1. Direct discharge of sewage on the ground is prohibited.
  - Porta-potties may not be emptied in the bathrooms; porta-potties must be emptied in one of two dump stations.
  - 3. All sewage or gray water must be emptied at the dump station.
  - 4. Members are responsible for any spills or the cost of cleanup.
- 2. Trash:

(Adopted October 28, 2017)

- 1. All campers are to maintain their lots in a neat and tidy manner.
- 2. All trash must be tied in garbage bags and placed inside one of the camp dumpsters.
- 3. All trash must be removed from your site or cabin when you leave the grounds.
- 4. The disposal of all other items (mattresses, appliances, furniture, construction debris, hazmat material, etc.) is prohibited on camp property. These items may not be placed in the camp dumpsters and their disposal is the responsibility of the camper. A \$25 fee will be assessed for violations.
- 5. Garbage, trash and other refuse may not be burned at **any time**.
- 3. Leaf, brush and vegetation disposal:
  - a. Leaves, pine needles, brush, tree limbs, tree trunks and vegetation may not be disposed of in trash receptacles, left in green areas, or burned.
  - b. Pine needles and leaves may be disposed of in the leaf dump or ravine.
  - c. Leaves, pine needles or vegetation in plastic or paper bags may not be disposed of in the leaf dump. Please use tarps to drag leaves and pine needles and vegetation to the leaf dump.
- 4. Appliances Disposal:
  - Arrangements must be made with the Camp Office; instructions will be given for disposal procedures.
  - b. Must be from your cottage or camping unit within the Camp.
  - c. Doors must be removed from refrigerators and freezers.

#### **CONDUCT RULES**

#### A. Alcohol/Illegal drugs:

(Adopted on January 21, 2017)

1. Winding Creek Camp is a drug, alcohol and tobacco free campground.

#### B. Children:

- 1. Children under 18 years of age may not stay in the Camp without adult supervision.
- 2. Children are the responsibility of their parents or quardians at all times.
- 3. If the parent/guardian is not on the site, contact information must be available.

#### C. Quiet Hours:

(Adopted January 24, 2009)

- 1. No excessive noise between 10:00pm and 8:00am.
- 2. Bikes are not to be ridden after 8:30pm

#### D. Pets:

(Adopted January 21, 2017)

(Updated June 16, 2018)

- 1. Having any animal at camp is a privilege.
- 2. Dogs and cats must wear collars with identification.
- 3. Dogs and cats must be currently licensed and vaccinated.
- 4. All animals must be secured with a leash/cable or confined within the camper's cottage or RV.
- 5. Dog owners must properly dispose of all their dog's defecation regardless of location.
- 6. Anyone (including children) walking their dog must be able to keep it under control and properly clean up after it.
- 7. Excessive noise (barking, etc.) is unacceptable and may warrant removal from the grounds.
- 8. Winding Creek Camp reserves the right to reject animals that are a threat to the safety of others.
- 9. If any animal injures a person, whether intentional or not, that animal will not be allowed back on the campgrounds.
- 10. Dogs are only allowed in camp-owned buildings with prior approval.
- 11. Registered service dogs are the exception and are welcome in camp-owned buildings.

#### FIREWORKS, FIREARMS, ARCHERY AND EXPLOSIVE DEVICES

(Adopted on April 29, 2017)

#### A. Fireworks Policy

- Only fireworks approved for sale in Michigan by the state fire marshal are permitted, and campers must use and dispose of fireworks safely. Minor children must be supervised when discharging fireworks. Use, possession and the discharging of fireworks is at the sole risk of the users.
- 2. There shall be no 'off the ground' fireworks in or around any cottage, building, or RV lot.

#### **B.** Concealed Weapons Policy

(Adopted on April 29, 2017)

- 1. According to Michigan State law, "Individuals licensed to carry a concealed pistol by Michigan or another state are prohibited from carrying a concealed pistol on the following premises:...Any property or facility owned or operated by a church, synagogue, mosque, temple, or other place of worship, unless the presiding official allows concealed weapons." It is the official policy of Winding Creek Camp of Hastings, Michigan that there does exist a blanket exemption to the state law.
- 2. Individuals with a valid Concealed Pistol License (CPL) are allowed to carry a concealed firearm on the premises of Winding Creek Camp.

#### **CAMP FACILITIES USAGE**

#### 1. Camp Buildings/Equipment:

- 1. A Camp facility may be rented and reserved in advance by a Lease Holder for a private party.
- 2. Contact Winding Creek Office for information on fees, facilities availability, equipment available, required deposits, requirements, and dates available.
- 3. Alcohol is prohibited on Winding Creek Camp property.
- 4. The Lease Holder is responsible for any damages or cleanup costs.
- 5. Camp property may not be removed from facilities.
- 6. Smoking is prohibited in Camp buildings.
- 7. Bikes, skateboards and rollerblades are not permitted in Camp buildings.

#### VEHICLE AND TRAFFIC REGULATIONS

#### A. Golf Cart Policy

(Adopted on January 21, 2017)

Seasonal lot tenants and registered campground guests are welcome to have a golf cart on the grounds. For the safety of all our campers, the following guidelines must be honored:

- 1. Golf carts are to be operated by licensed drivers.
  - a. If a parent or grandparent wishes to allow their unlicensed child age 12+ to drive their golf cart, they may do so but must sit in the front seat beside the driver at all times the cart is being operated.
  - b. During the week of Family Camp golf carts may only be operated by those 16 years or older with a valid driver's license.
- 2. Golf carts must be marked with the lot number of the owner by either sticker numbers or a placard with the lot number written on it. Please use numbers that are at least 3" tall.
- 3. Golf carts driven after dark must have mounted, working headlights.
- 4. Drivers must observe and respect posted speed limits and all common "rules of the road".
- 5. Owners must charge your golf cart off your lot's power plug.
- 6. Do not leave keys in the ignition when your golf cart is unattended.

#### **B. ATV/UTV Policy**

1. ATVs or UTVs on the grounds must adhere to Michigan state laws.

#### C. Parking

- 1. General parking is provided in the following areas:
  - 1. South side of Pennock Way
  - 2. Both sides of dumpster
  - 3. East of fuel tanks
  - 4. East side of Timothy
- 2. Dining Hall
  - a. Along Joshua
- 3. Tabernacle
  - a. North side is reserved for handicapped
- 4. Cottages
  - a. One vehicle may be parked on the owners' lot.
  - b. Second vehicles must be parked in an approved overflow parking area, unless there is room on the owners' lot without being in the road or another's lot.
  - c. Vehicles parked by cottages must not block the road.
- 5. RV sites
  - a. One vehicle may be parked on the RV site, second vehicles must be parked in overflow parking areas.

#### **POOL & SWIMMING AREA REGULATIONS**

Parents or guardians are responsible for the safety, supervision, and conduct of their children while swimming in the pool. All persons swim at their own risk, at all times, even when there is a lifeguard present.

#### 1. Pool Regulations:

(Adopted on January 21, 2017)

- 1. The pool at Winding Creek Camp is for the exclusive use of Lease Holders and registered guests.
- 2. Swimmers must abide by the posted pool rules.
- 3. All children under 14 years of age must have adult supervision when in the pool.
- 4. All swimmers must take a shower before entering the pool. Failure to do so is cause for expulsion.
- 5. Only persons wearing proper swimming attire will be permitted in the pool.
- 6. Persons with long hair must wear a bathing cap or have their hair in a ponytail.
- 7. No pets, food, gum, glass, breakable objects, smoking, or beverages are permitted in the pool.
- 8. All persons in the pool area must abide by Camp rules, posted rules and obey the lifeguard on duty and Camp staff.
- 9. No person with a communicable disease or infectious condition such as a cold, skin eruption, or open blisters, will be permitted in the pool.
- 10. Babies and untrained toddlers must wear swim diapers.
- 11. Shoes must be removed before entering the pool area.
- 12. Running, pushing, unauthorized diving, flips, hanging on divider ropes, sitting on anyone's shoulders, or other dangerous rough play or unsafe activity, is prohibited.

- 13. Winding Creek reserves the right to deny the use of the pool to anyone at any time. The lifeguard(s) on duty will restrict additional individuals from entering the pool when the maximum capacity has been reached at any Camp pool.
- 14. Cell phones with camera devices or any other camera type device is prohibited in locker rooms, restrooms or shower areas.

## WINDING CREEK CAMP BUILDING & GROUNDS POLICIES

No structure may be built or placed on a cottage or RV site, nor alterations to the site made, except as permitted in this Handbook.

The **Request for Alteration/Change to Cottage/RV Site** is the official document of Winding Creek that is needed to do specific work in Winding Creek. Permits are exclusively issued by the Building & Grounds Committee. Any violations of this permit will require immediate removal of construction.

### A. Request for Alteration/Change to Cottage/RV Site Policy Permit (Adopted March 17, 2018)

- 1. Use of the "Request for Alteration/Change to Cottage/RV Site" permit is required before any alteration/improvement can be made. Its use is for the purpose of maintaining uniformity and consistency in the decision-making process of the B&G Committee.
- 2. All changes must comply with local and State of Michigan building code and D.E.Q. regulation. This permit does not replace legal building permits; building permits are obtained from Hastings Township.
- 3. Installation of black and/or gray water tanks are not permitted without the express permission of the Building & Grounds committee and require submitting a "Request for Alteration/Change to Cottage/RV Site".
- 4. Regular maintenance and repairs (i.e. siding/paint, roof repair) do not need Buildings & Grounds approval; see B&G chairperson if in question.
- 5. A "Request for Alteration/Change to Cottage/RV Site" permit must be submitted for additions or changes to landscaping, fire pits, etc. that are within two feet of the lot line.

The Grounds Manager has authority to:

- 1. Approve contractors.
- 2. Determine whether there has been a violation of any rule or the terms and conditions of the permit by a contractor or member.
- 3. Order corrective action to be taken if, in the opinion of the Grounds Manager, there has been a violation of any rule or the terms and conditions of the Alteration/Improvement permit by a contractor or member.
- 4. Suspend a contractor's privileges to do any work in the Camp.

5. Withhold permits and take such other action with respect to contractors as the Grounds Manager believes is necessary or appropriate to enforce the rules or the terms and conditions of a permit.

#### B. Setback

- 1. The area in which you may not place a camping unit or any other structures attached to them.
- 2. All structures will be 2 ½ feet from the side lines, 5 feet from the back border, and 10' from the road. (see diagram on page 22).

#### C. Seepage Pits

1. Per MDEQ regulations, seepage pits cannot be added to any site. Black and grey water tanks must be used. *Request for Alteration/Change to Cottage/RV Site* permit is required prior to commencement of work.

#### D. Trees

- 1. No items may be nailed, screwed or by any other means permanently attached to trees.
- 2. Clothes lines may not be strung between trees, poles or buildings. Free standing, removable rotary clothes lines are acceptable. (see CMIC 5.1)
- 3. This is a safety matter, and thereby is not grandfathered.
- 4. Trees are not to be removed for any reason.
- 5. Inform the Grounds Manager of dead limbs needing to be removed.

#### E. Fence Construction:

- 1. Fencing of any type is not permitted on cottage or RV sites.
- 2. Rocks and bricks are not permitted to mark lot lines.

#### F. Water Hoses

(Adopted March 16, 2019)

- 1. Any water hose attached to any water spigot must be an RV-approved white hose.
- 2. Only **one** hose may be attached from the supply spigot to each cottage/RV. Y-adapters are not permitted on the supply end.
  - a. White supply hoses should be removed from the supply spigot when leaving camp to avoid damage during mowing.
- 3. Backflow preventers are provided at each supply spigot and **must** be used on all camp supply lines (cottage/RV).
- 4. Green hoses may be attached at the cottage/RV for watering plants but **must** have a backflow preventer installed, using a Y-adapter, between the white supply hose and the green hose.
- 5. Exceptions to this policy will not be allowed.

#### **G.** Campfires

(Adopted on January 21, 2017)

1. All fires must be in Camp approved fire pits, portable fire pits, and placed according to diagram on pg. 23. Fire rings on RV sites are not to be moved.

- 2. Firewood is behind Camper's garage; cost is \$5/bundle. Money can be placed in tube by firewood.
- 3. Rocks, blocks, bricks are not to be used under/around fire rings on RV sites.
- 4. Campfires must be attended at all times.
- 5. All fires must be a safe distance from structures, tents, and all flammable objects.
- 6. Portable firepits may not be placed in or near roads.
- 7. Campers must abide by Hastings Charter Township regulation on fire bans.
- 8. \$25 fee will be assessed for cleanup of trash left in fire pit.

#### H. Storage Shed -

- 1. Request for Alteration/Change to Cottage/RV Site permit is required prior to commencement of work.
- 2. Storage sheds may not exceed 50 square feet in size (for all sheds placed on site).

#### I. Electric Line:

1. See Grounds Manager for requirements.

#### J. Landscaping:

- 1. Request for Alteration/Change to Cottage/RV Site permit is required for any changes in landscaping.
- 2. The planting of trees and shrubs and flowerbeds must be at least 2' from lot line.
- 3. Trees/shrubs are not to be planted closer than 5' of camp water or electric service.
- 4. Rocks used for landscaping must be larger than a bowling ball.

#### K. Antennas and Satellite Dishes:

(Adopted October 28, 2017) (Updated March 16, 2019)

- 1. Satellite dishes and/or antennas must be attached to your RV or cabin.
- 2. Satellite dishes and/or antennas may not be attached to trees or any camp property.
- No poles or supports may be buried in the ground to hold a satellite dish or antenna.

# \*\*\*\*IMPORTANT NOTICE – Wipes & Personal Hygiene Products Clog Sewer Lines, Honey Wagon & Grinder Pumps!\*\*\*\*

Many household products are labeled and marketed as DISPOSABE and/or FLUSHABLE; many baby and adult personal hygiene products, along with household wipes and cleaning towelettes are labeled both disposable and flushable.

#### THEY ARE NOT!!!

Unlike toilet paper, these products **<u>DO NOT</u>** break down once they are flushed. These products cause large obstructions and clogs in our sewer, especially as our pipelines may have greases, roots, or other obstructions already existing. These products will also clog the pump on the Honey Wagon causing failure.

When these products make their way into our sewer system, via bathhouses or dump stations, they collect together, causing very large obstructions and clogs in the main collector lines and may clog the lift pumps necessary to move sewage uphill and to the drain fields.

Repair and Replacement of equipment and/or the sewer system is costly, and could cause unnecessary camp closure.

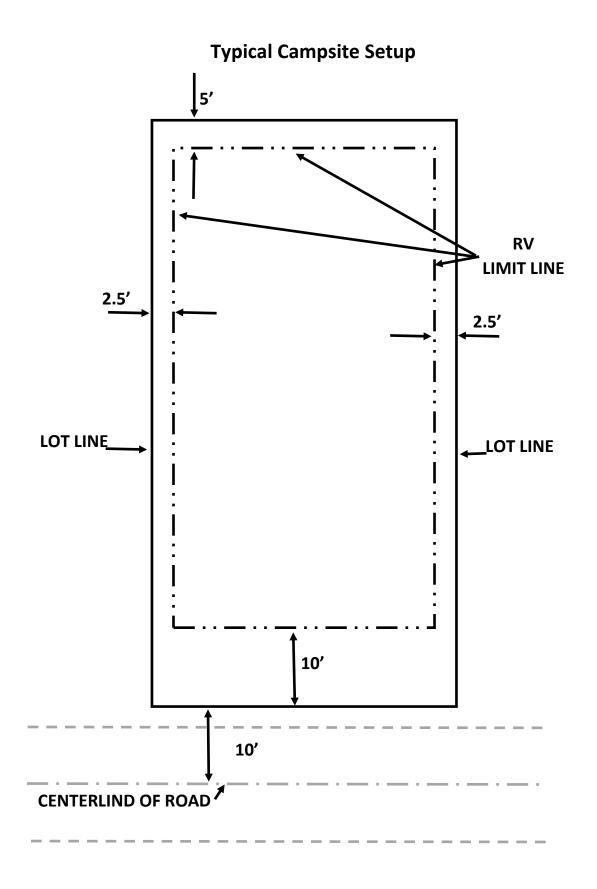
#### What we all can do to help...

The following items should **NEVER** be flushed into the sewer system:

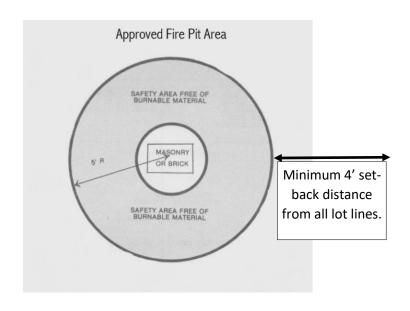
- Any wipes Disinfecting/Surface Wipes; Baby, Pet, Cosmetic, First Aid or Jewelry wipes
- Mop or "Swiffer: type refills
- Paper towels
- Disposable Diapers or Liners
- Bio-pads (Nursing Home, Home Health Care, etc.)
- Cotton Swabs
- Feminine Hygiene Products
- Toilet Cleaning Pads
- Any Moist type Towelettes
- ANY CONSUMER ITEM THAT IS NOT TOILET PAPER

Avoid the practice of pouring fat, oil and grease down sinks. Instead of disposing of it down the sink, dispose of it as solid waste, wipe out pans and dishes and dispose of it as solid waste in the trash. Save camp from costly repairs. This is especially important for those with seepage pits, as grease and oil will cause premature failure of the pit. Once a seepage pit fails, it cannot be replaced (per DEQ regulations).

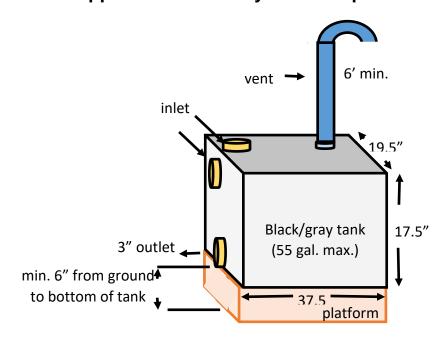
\*\*\*\*IMPORTANT NOTICE – Wipes & Personal Hygiene Products Clog Sewer Lines,
Honey Wagon & Grinder Pumps!\*\*\*\*

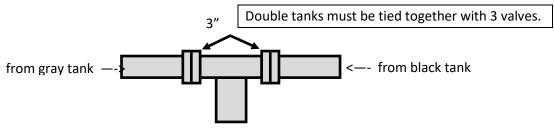


#### Approved Fire Pit – maximum size



#### Approved Black/Gray tank setup





#### A Comprehensive Risk Management Program for Camps, Retreat Centers, and Conferences

1. Church Mutual Insurance Company (CMIC)

#### MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY (MDEQ)

- 1. deq-cabins in campgrounds.pgf
- 2. Public Act and Rules Governing Campgrounds

#### WINDING CREEK CAMP BELIEFS

#### Statement of Faith

(Adopted on February 18, 2017)

- We believe the Bible to be the inspired, the only infallible, Word of God.
- We believe that there is one God in three persons: Father, Son and Holy Spirit.
- We believe in the deity of our Lord Jesus Christ, in His virgin birth, in His sinless life, in
  His miracles, in His atoning death through His shed blood in His bodily resurrection, in
  His ascension to the right hand of the Father, and in His personal return in power and
  glory.
- We believe that marriage is between one man and one woman.
- We believe in the present ministry of the Holy Spirit by whose indwelling the Christian is enabled to live a godly life.
- We believe in the spiritual unity of believers in our Lord Jesus Christ.

#### **Statement of Affiliation**

(Adopted on February 18, 2017)

• In matters of faith we affiliate ourselves with The Wesleyan Church.

#### **Purpose Statement**

• Strengthening Families in Christ.

# BYLAWS OF Winding Creek Camp (a Michigan non-profit corporation)

#### **ARTICLE I**

#### **PURPOSES**

The purposes for which the corporation is formed and the business and objects to be carried on and promoted by it are as follows:

The corporation is irrevocably dedicated to and operated exclusively for charitable purposes which are tax-exempt within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended from time to time, or corresponding provisions of any subsequent federal tax laws.

Without limiting the generality of the foregoing, the corporation shall:

Provide a Christian campground setting.

#### **ARTICLE II**

#### **MEMBERS**

This Corporation shall have no members. All corporate actions shall be approved by the Board of Directors as provided in these Bylaws. All rights which would otherwise rest in the members shall rest in the directors.

#### **ARTICLE III**

#### **DIRECTORS**

Section 1. <u>Powers</u>. Subject to the limitations of the Articles of Incorporation of the corporation, these Bylaws, and the laws of the State of Michigan, the affairs of the corporation shall be managed by the board of directors. The board of directors is empowered on behalf of the corporation to do and perform all acts reasonable and necessary, appropriate, or incident to the accomplishment of the purposes of the corporation, as determined by the board of directors in its sole discretion. Without limiting the general powers herein stated, the board of directors shall have the following powers:

To select and remove all other officers, agents, and employees of the corporation; prescribe such powers and duties for them as may not be inconsistent with law, the Articles of Incorporation, or these Bylaws; fix their compensation; and require from them security for faithful service in the form of a fidelity bond or such other adequate security.

To conduct, manage, and control the affairs and business of the corporation and to make rules and regulations not inconsistent with law, the Articles of Incorporation of this corporation, or these Bylaws.

To borrow money and incur indebtedness for the purposes of the corporation and, for that purpose, to cause to be executed and delivered, in the name of the corporation, promissory notes, bonds, debentures, deeds of trust, mortgages, +pledges, hypothecations, or other evidence of debt and securities.

Section 2. <u>Number and Qualification</u>. The number of directors of this corporation shall be nine (9). No more than two (2) of the nine (9) Board members maybe non-members of The Wesleyan Church. The Board of Directors shall adopt a statement of faith that each Board member must agree with in order to be qualified to serve as a director.

Section 3. <u>Selection of Directors and Terms</u>. The term of the office for each director of this corporation shall be three (3) years or until his or her successor is elected. The term of office of each director shall commence on January 22<sup>nd</sup> of each year and shall expire on the third (3<sup>nd</sup>) year of the director's term. Successors to directors whose terms of office are then expiring shall be elected at a meeting of the directors called for that purpose in the year in which such term expires. A director may succeed himself or herself in office, but in no event shall a Director serve more than two (2) consecutive three (3) year terms. The incorporators of the corporation shall be the first slate of the Board of the corporation. Successors to directors shall be nominated by the nominating committee and elected by the Board at annual meetings. "Friends of Winding Creek" and Board members may suggest nominations to the nominating committee.

"Friends of Winding Creek" shall be any individual contributing at least \$100 and any group/organization contributing at least \$500 to the Corporation within the twelve (12) months preceding a nomination, and any leaseholder, or seasonal camper who has camped at the corporation's property within the twelve (12) months preceding a nomination.

Except as otherwise provided with respect to the initial term of the first full board of directors, the term of office for each director of this corporation shall be three (3) years or until his or her successor is elected. Successors to directors whose terms of office are then expiring shall be elected at the annual meeting of the directors in the year that such term or terms expire. A director may succeed himself or herself in office. At the first annual meeting of directors of this corporation, the directors shall be classified in three groups. The first group shall consist of directors holding office for one (1) year, whose initial term of office shall expire on the date of the annual meeting in 2006. The second group of directors shall consist of those directors holding a term of office for two (2) years, whose initial term of office shall expire on the date of the annual meeting in 2007. The third group of directors shall consist of directors holding office for three (3) years, whose initial term of office shall expire on the date of the annual meeting in 2008. The incorporator of the corporation shall select the first slate of the board of directors of the corporation.

Section 4. <u>Resignation</u>. A director may resign at any time by giving written notice thereof to the secretary of the corporation, who shall advise the board of directors of such resignation. Such

resignation shall take effect at the time specified therein or, if no time is specified, then upon receipt by the secretary of the corporation of the resignation. Unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

Section 5. <u>Removal</u>. Any individual director may be removed from office, with or without cause, by the vote of a majority of the directors of the corporation at any meeting, and the vacancy created by such removal shall be filled by similar vote.

Section 6. <u>Vacancy</u>. Each director shall hold office until his or her death, resignation, incapacity to act, or removal or until such director no longer meets the qualifications set forth in these Bylaws. In the event of a vacancy in the board of directors because of death, resignation, incapacity to act, or disqualification of a director, the then remaining directors shall within a reasonable time fill the vacancy. A director so elected shall serve for the unexpired term of his or her predecessor.

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#### Section 7. Meetings.

Annual Meetings. An annual meeting of the board of directors of the corporation shall be held no later than sixty (60) days after the end of the fiscal year at such date, time, and place as the board of directors shall determine for the purposes of organization, election of officers, and the transaction of other business including establishing the regular meeting dates.

Regular Meetings. Including the annual meeting, regular meetings shall be held at such times as shall from time to time be fixed by the president or the directors.

<u>Special Meetings</u>. Special meetings of the board of directors for any purpose or purposes shall be held whenever called by the president of the corporation and shall be called by the president or, in his or her absence, by the secretary or any other officer at the request of any three (3) directors delivered to such officer. Such request shall state the purpose or purposes of the proposed meeting.

#### Section 8. Notices of Meetings.

Notice of an annual meeting shall be given to the directors not more than thirty (30) days nor less than ten (10) days before such meeting.

At least seven (7) days' notice of the place, day and hour of any rescheduled or special meeting of the directors shall be given by written notice served upon each director or by electronic transmission. Service of notice may be made personally or by mailing such notice, postage prepaid, plainly addressed, to the director at his or her last known post office address. Notice by mail shall be deemed to be given at the time when the same is deposited in the United States mail, with postage fully prepaid, plainly addressed to the director entitled to such notice. Notice by electronic transmission must be authorized by such director and sent to the director's last known e-mail address or fax number. Neither the business to be transacted at nor the purposes of any regular or annual meeting of the board of directors need be specified in the notice of such meeting. In lieu of written notice, personal notice by telephone may be made not less than forty-eight (48) hours prior to the time of any regular or special meeting.

Section 9. <u>Waiver of Notice</u>. Notice of the time and place of any regular or special meeting of the board of directors may be waived in writing either before or after such meeting has been held. If all the directors waive notice of the meeting, no notice of the same shall be required. Attendance of a director at a special meeting shall constitute a waiver of notice of such meeting except where the director attends the special meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Any director failing to designate his or her address, or a change of address, to the secretary of the corporation shall be deemed to have waived notice of such meeting except at the address on record with the secretary. All waivers shall be made a part of the minutes of the meeting.

Section 10. <u>Action Without Meeting</u>. Any board action required or permitted to be taken by the board may be taken without a meeting if all directors of the board shall consent in writing, such written consent shall be made a part of the business of the proceedings. Such action by written consent shall have the same force and effect as the unanimous vote of the directors.

Section 11. <u>Quorum</u>. Two thirds (6 of 9) of the directors in office shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be the act or the decision of the board of directors, unless the law, the Articles of Incorporation, or these Bylaws require a greater proportion.

Section 12. <u>Adjournment</u>. Any meeting of the board of directors, whether regular or special, and whether or not a quorum is present, may be adjourned by the vote of a majority of the directors present. Notice of the time and place of an adjourned meeting need not be given to absent directors if said time and place are fixed at the meeting adjourned. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting adjourned.

Section 13. <u>Conflict of Interest</u>. A director shall excuse himself or herself from any vote upon which that director has a financial conflict of interest. The foregoing, however, shall not affect the right of any director to make a donation to the corporation.

Section 14. <u>Compensation</u>. The directors shall serve without compensation. Upon resolution of the board of directors, the directors may receive reimbursement of expenses for attendance at any meeting of the board. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity or receiving compensation therefor.

Section 15. <u>Committees</u>. The board of directors may by appropriate resolution designate one or more committees, each of which shall consist of one or more directors or other persons selected by the directors; and, when the board of directors is not in session, such committees, to the extent provided in said resolution or in these Bylaws, may exercise any or all powers and

authority granted to them by the board of directors for the management of the business and affairs of the corporation, provided that no such committee shall have the power or authority to:

Amend the Articles of Incorporation.

Adopt an agreement of merger or consolidation.

Amend these Bylaws.

Fill vacancies in the board.

Such committees and each member thereof shall serve at the pleasure of the board. Such committees shall have the same power to act without a meeting as provided herein with respect to the board of directors. Records of the actions taken by such committees shall be prepared and kept with the records of the corporation. The designation of such committees and the delegation of authority thereto shall not operate to relieve the board of directors or any individual director of any responsibility imposed upon the board or such director by law.

Section 16. <u>Nominating Committee</u>. In addition to the above-referenced committees, there shall be a standing nominating committee as follows:

The nominating committee shall nominate a sufficient number of qualified persons to fill all vacancies of the director seats. The nominating committee may in its discretion nominate more persons than are necessary to fill said seats in order to give the members an opportunity to select among the various persons; however, it is within the nominating committee's discretion to nominate only a sufficient number to assure that the director seats are filled.

The nominating committee shall consist of three (3) Board members and three (3) persons who are Friends of Winding Creek who are not Board Members. A chairperson shall be selected by the president of the corporation.

The three nominating committee members from the board of directors shall be elected by the board. The three nominating committee members who are not board members shall be elected by the Friends of Winding Creek Camp.

The nominations of the nominating committee shall be submitted to the directors at least fourteen (14) days prior to the meeting at which an election of directors is to occur and prior to the normal expiration of the term of the director seats to be filled.

Section 17. Meeting by Telephone or Remote Equipment. Any member of the board of directors or of a committee designated by the board may participate in a meeting of such board or committee by means of conference telephone or remote communications by means of which all persons participating in the meeting can hear each other. Participation pursuant to this section shall constitute presence in person at such meeting.

#### **ARTICLE IV**

**OFFICERS** 

Section 1. Officers. The corporation shall have a president, one or more vice presidents, a secretary, a treasurer, and such other officers as the directors may appoint. No person may hold more than one of these offices at one time.

Section 2. <u>Election</u>. The officers of the corporation shall be chosen annually by the board of directors, and each shall hold his or her office until a successor shall have been duly elected and qualified or until his or her death, resignation, or removal.

Section 3. <u>Removal or Resignation</u>. The board of directors may remove any officer, with or without cause, whenever in its judgment the best interests of the corporation will be served thereby. Any officer may resign his or her office at any time, such resignation to take effect upon receipt of written notice thereof by the corporation, unless otherwise specified in the resignation.

Section 4. <u>Vacancies</u>. A vacancy occurring in any office, for any reason, may be filled for the unexpired portion of the term of said office by the board of directors.

Section 5. <u>President</u>. The president shall have such responsibilities and powers as may be delegated to him or her by the board of directors and shall at all times be subject to the policies, control and direction of the board of directors. He or she may sign and execute, in the name of the corporation, any instrument authorized by the board of directors, except when the signing and execution thereof shall have been expressly delegated by the board of directors or by these Bylaws to some other officer or agent of the corporation. He or she shall have such other powers and duties as maybe prescribed by these Bylaws. He or she shall, whenever it may in his or her opinion be necessary, prescribe the duties of other officers and employees of the corporation in a manner not inconsistent with the provisions of these Bylaws and the directions of the board of directors.

Section 6. <u>Vice President</u>. In the absence or disability of the president, the vice president shall perform all the duties of the president and, when so acting, shall have all the powers of, and be subject to all the restrictions on, the president. If at any such time the corporation has more than one vice president, the duties and powers of the president shall pass to the vice presidents in order of their rank as fixed by the board of directors or, if they are not so ranked, to the vice president designated by the board of directors. The vice presidents shall have such other powers and shall perform such other duties as may be prescribed for them from time to time by the president, the board of directors, or these Bylaws.

#### Section 7. <u>Secretary</u>. The secretary shall:

Cause to be maintained minutes of all meetings of the board of directors and committees thereof and keep a record of all votes at such meetings.

Give, or see to the giving of, notice of all meetings of the board of directors as required by these Bylaws.

See that the books, reports, statements, and all other documents and records required by law are properly kept and filed.

In general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the president or the board of directors.

Section 8. <u>Treasurer</u>. The treasurer shall receive, safeguard, disburse, and account for all funds of the corporation and shall deposit same in such banks or other depositories or in such investments as maybe designated by the board of directors. The treasurer shall maintain the books and records of account of the corporation and shall prepare and submit (or arrange for the preparation and submission of) such accounting and tax forms as may be required by local, state, and federal law. The treasurer shall have such additional powers and duties as shall be prescribed by the president or the directors. Following the close of each fiscal year, the treasurer shall make an annual report to the directors reflecting the financial status of the corporation.

Section 9. Other Officers. All other officers, as may from time to time be appointed by the board of directors pursuant to this article, shall perform such duties and exercise such authority as the president or the board of directors shall prescribe.

Section 10. <u>Absence of Officer</u>. In the case of the absence of any officer, or for any other reason that the board may deem sufficient, the board may delegate for the time being the powers or duties of such officer to any other officer or to any director.

Section 11. <u>Compensation</u>. No officer of this corporation shall receive compensation for his or her services in such capacity. An officer may, however, upon resolution of the board of directors, be reimbursed for any reasonable and necessary expenditures incurred by that officer in connection with the conduct of the business of this corporation.

#### **ARTICLE V**

#### **EXECUTIVE DIRECTOR**

The board of directors may employ and/or appoint an executive director. Subject to overall policy direction from the board of directors, the executive director shall have general authority and responsibility for the management and administration of the corporation. He or she shall oversee the selection, employment, control, and discharge of all employees of the corporation; direct the development and maintenance of appropriate personnel policies and practices of the corporation; and supervise all business affairs of the corporation. He or she shall act as the duly authorized representative of the corporation and the board of directors in all matters on which the board has not designated some other person for that specific purpose.

#### **ARTICLE VI**

INSTRUMENTS, BANK ACCOUNTS, CHECKS AND DRAFTS, LOANS, SECURITIES

Section 1. <u>Execution of Instruments</u>. Except as otherwise provided in these Bylaws, the board of directors may authorize any officer(s) or agent(s) to enter into any contract or execute and deliver any instrument in the name and on behalf of the corporation, and such authorization

may be general or confined to specific instances. Except as so authorized or in these Bylaws otherwise expressly provided, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement, to pledge its credit, or to render it liable for any purpose or in any amount.

Section 2. <u>Bank Accounts</u>. The board of directors from time to time may authorize the opening and keeping of general and/or special bank accounts with such banks, trust companies, or other depositories as may be selected by the board or by any officer(s) or agent(s) of the corporation to whom such power may be delegated from time to time by the board of directors. The board of directors may make such rules and regulations with respect to said bank accounts, not inconsistent with the provisions of these Bylaws, as the board may deem expedient. The board of directors may also from time to time authorize the making of such other lawful investments as the board may deem appropriate.

Section 3. Checks and Drafts. All checks, drafts, or other orders for the payment of money and all notes, acceptances, or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer(s) or agent(s) of the corporation and in such manner as shall be determined from time to time by resolution of the board of directors. Endorsements of deposit to the credit of the corporation in any of its duly authorized depositories may be made, without countersignature, by the president or any vice president, or by the treasurer or any assistant treasurer, or by any other officer or agent of the corporation to whom the board of directors, by resolution, shall have delegated such power, or by hand stamped impression in the name of the corporation.

Section 4. <u>Loans</u>. No loans shall be contracted on behalf of the corporation, and no evidences of indebtedness shall be issued in its name, unless authorized by or under the authority of a resolution of the board of directors. Such authority may be general or confined to specific instances. No loans may be made by the corporation to any officer or director of the corporation directly or indirectly.

Section 5. <u>Sale of Securities</u>. The board of directors may authorize and empower any officer(s) or agents(s) to sell, assign, pledge, or hypothecate any and all shares of stock, bonds, or securities, or interest in stock, bonds, or securities, owned or held by this corporation at any time, including, without limitation because of enumeration, deposit certificates for stock and warrants or rights to entitle the holder thereof to subscribe for shares of stock, and to make and execute to the purchaser(s) or pledgee(s), on behalf and in the name of this corporation, any assignment of bonds or stock certificates representing shares of stock owned or held by this corporation and any deposit certificates for stock owned or held by this corporation. Such authorization maybe general or confined to specific instances.

Section 6. <u>Investment Manager</u>. The directors may hire for a reasonable period, with right of prompt termination on agreed terms, an individual, firm, or corporation to buy, sell, and otherwise deal with the investment funds of the corporation, subject to the general supervision of the directors, and in accordance with guidelines established by the directors with respect to (a) the objectives of investment, (b) the type and size of commitments to any one situation, (c) the appropriateness of investments for the corporation's portfolio, and (d) such other items as

the directors may deem appropriate from time to time. The directors may pay such investment manager a reasonable rate of compensation. Such investment manager shall be required to make prompt and frequent reports to the directors with respect to his or her investment decisions and the performance of the funds under his or her management.

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Section 7. <u>Fidelity Bonds</u>. The board of directors may require any officer, agent, or employee of the corporation specifically designated by the board of directors by resolution to execute a fidelity bond in favor of the corporation in the penal sum specified by the board of directors by resolution. Each such bond shall be executed by the officer, agent, or employee as principal and by a corporate surety company approved by the board of directors, provided, however, that blanket bonds may be employed in lieu of individual bonds in the case of employees. All premiums for fidelity bonds required of officers, agents, and employees hereunder shall be paid by the corporation, and such premiums shall be a corporation expense.

#### **ARTICLE VII**

#### LIMITATIONS

Section 1. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its directors, officers, or other private individual, firm, corporation, partnership, or association, except the corporation is authorized and empowered to pay reasonable compensation for services rendered to the corporation and to make payments and distributions in furtherance of the purposes set forth in Article I hereof.

Section 2. No substantial part of the activities of the corporation shall be for the carrying on of propaganda or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in (including the publishing or distribution of statements regarding) any political campaign on behalf of any candidate for public office.

Section 3. Notwithstanding any other provision of these Bylaws, the corporation shall not carry on any activities not permitted to be carried on by (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws, or (b) a corporation the contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

#### **ARTICLE VIII**

#### DISSOLUTION

Except as otherwise required by law, upon the dissolution of the corporation, the board of directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such manner, or to The West Michigan District of The Wesleyan Church, or its

successor organization ministering in the southwest Michigan area, which are organized and operated exclusively for charitable purposes as shall at all times qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws, as the board of directors shall determine. Any such assets should be used for ministry development in the State of Michigan. Any such assets not so disposed of shall be disposed of by the circuit court of the county in which the principal office of the corporation, or any successor thereof, is then located, exclusively for such purposes, or to such organization or organizations as the court shall determine which are organized and operated exclusively for such purposes. Cottage owners would be reimbursed for the loss of their property based on a percentage of the sale of the total campus and the proportional value of their cottage as a part of that total to be determined by an appraisal at the time of sale.

#### **ARTICLE IX**

#### INDEMNIFICATION

Section 1. <u>Indemnification by the Corporation</u>. The corporation shall indemnify, to the fullest extent authorized or permitted by the Michigan Non-Profit Corporation Act, any person, and his heirs and legal representatives who has made or threatened to be made a party to an action, suit or proceeding (whether civil, criminal, administrative or investigative), by reason of the fact that such person is or was a director, officer, employee or agent of the corporation or serves or served in any other enterprise at the request of the corporation.

Section 2. <u>Indemnification Hereunder Not Exclusive</u>. The indemnification provided by this article shall not be deemed exclusive of any other rights to which a party seeking indemnification may be entitled under any bylaw, agreement, vote of members or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent, and shall inure to the benefit of the heirs, personal representatives, and administrators of such a person.

Section 3. <u>Insurance</u>. The corporation shall purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a trustee, director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against such person under the provisions of this article.

Section 4. Mergers. For the purposes of this article, reference to "corporation" includes all constituent corporations absorbed in a consolidation or merger, as well as the resulting or surviving corporation, so that any person who is or was a trustee, director, officer, employee, or agent of such a constituent corporation, or is or was serving at the request of such constituent corporation as a trustee, director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, shall stand in the same position under the provisions of this article with respect to the resulting or surviving corporation as he or she would if he or she had served the resulting or surviving corporation in the same capacity.

#### **ARTICLE X**

#### **MISCELLANEOUS**

Section 1. Fiscal Year. The fiscal year of the corporation shall commence on January 1 and end on December 31, unless some other fiscal year is fixed by resolution of the board of directors.

Section 2. Amendment of Bylaws. The directors of the corporation may at any meeting amend, alter, or repeal any of these bylaws by an affirmative vote of seven (7) of the directors of the corporation, provided the substance of the proposed amendment, alteration, or repeal shall have been stated in the notice of the meeting, or by unanimous vote of all the directors of the corporation in the event such notice has not been given. Such amendment, alteration, or repeal may also be affected by unanimous written consent of all the directors of the corporation acting without a meeting. Notwithstanding the foregoing, any bylaw adopted by the directors of the corporation which expressly so states shall not be altered, amended, or repealed by the board of directors.

Section 3. <u>Gender</u>. As used in these Bylaws, the masculine pronoun shall include the feminine, and vice versa.

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