

## CHIPPEWA FLOWAGE AREA PROPERTY OWNERS ASSOCIATION, INC. BYLAWS

**PREAMBLE:** The Chippewa Flowage Area Property Owners Association, Inc. (Association) is a nonprofit corporation, formed to generally promote, encourage and foster the interests of all property owners. The major objectives of the Association are: to keep the Chippewa Flowage area clean and safe for all people; to protect the environment; to provide a forum for the collection and exchange of ideas; to support acquisition of land for protection and conservation; and to pursue any other lawful objectives that may benefit this pristine lake, its wetlands, wildlife and tributaries.

### ARTICLE I

**SECTION 1: NAME.** The name of this Association is the Chippewa Flowage Area Property Owners Association, Inc.

**SECTION 2: OFFICES.** The principal office of the Association shall be located in the Town of Hunter, County of Sawyer, State of Wisconsin. The registered office of the Association required by the Wisconsin Corporation Laws, which is to be maintained in the State of Wisconsin, shall be the same as the principal office, which is Hunter Town Hall, 9316 N Co Rd CC, Hayward, Wisconsin, 54843, but may be changed from time to time by the direction of the Association Board of Directors (Board.) The postal address of the Association is PO Box 555, Hayward, WI 54843-0555.

**SECTION 3: MEMBERSHIP.** A Member is defined as anyone owning property or residing for at least 30 days within two miles of the high water mark of the Chippewa Flowage and has the current year's membership dues paid in full. Members may be designated as Individual, Contributor, Steward, or Lifetime Conservationist depending on the donation level set by the Board.

**SECTION 4: DUES.** Annual dues are payable at or before the annual meeting. The amount of dues is set by the Board.

### ARTICLE II – MEMBERSHIP MEETINGS & VOTING

**SECTION 1: ANNUAL MEETING.** The annual meeting of the membership shall be in August, by the 4th Tuesday, in each year for the purpose of electing the Directors to the Board, and for the transaction of such other business as may come before the Members. The meeting date is fixed at the discretion of the Board. If the election of Directors shall not be held on the day designated, herein, for the annual meeting of the Membership, or at the adjournment thereof, the Board shall designate a special meeting of the Members as soon as conveniently possible thereafter to hold the election.

**SECTION 2: SPECIAL MEETINGS.** Special meetings of the membership for any purpose may be called by the Chair, or the Board of Directors, as they deem necessary.

**SECTION 3: PLACE OF MEETINGS.** The Town of Hunter Hall shall be the designated meeting place, or as otherwise directed by the Board of Directors.

**SECTION 4: NOTICE OF MEMBERSHIP MEETINGS.** Written notice stating place, time and date of any meeting shall be mailed to the members not less than ten (10) days before the meeting date to the current address or email on file with the Association. Personal notice may be given, thereby dispensing with written notice to any member so notified. If mailed, notices shall be considered to be delivered when deposited in the U.S. Mail or when sent electronically. Notice of a membership meeting shall also be posted on the Association website not less than ten (10) days before the meeting date.

**SECTION 5: VOTING PRIVILEGES.** Voting privileges are given to any Member current in dues.

**SECTION 6: PROXY VOTE.** There shall be no proxy votes cast at any membership meeting on any subject. There shall be no absentee ballots cast at a membership meeting on any subject.

**SECTION 7: QUORUM.** Members In good standing in attendance at any full membership meeting shall constitute a quorum; except that when a greater number is required by law, that greater number shall constitute the quorum.

**SECTION 8: MAJORITY VOTE.** The action of a Majority Vote of Members present at any meeting at which a quorum is present shall constitute action of the Members unless these Bylaws require otherwise. A Majority Vote means a vote of fifty per cent (50%) plus one (1) vote of the Members present and voting at the meeting.

### **ARTICLE III - BOARD OF DIRECTORS**

**SECTION 1: NUMBER AND TERM OF OFFICE.** The business and affairs of the Association shall be governed by the Board of Directors elected by the Members. The Board shall elect a Chair, Vice Chair, Treasurer and Secretary each year from among its Directors. The Board of Directors shall consist of not less than 7 Members, nor more than 13. Terms of office for Directors shall be three (3) years. Directors shall hold office until their term expires, or until their death or they resign or are removed from office.

**SECTION 2: RULES OF CONDUCT.** All Directors are bound by the guidelines established in the Policy Manual.

**SECTION 3: ELECTION OF OFFICERS AND TERMS OF OFFICE.** The Chair, Vice-Chair, Secretary and the Treasurer shall be elected for a term of one (1) year.

**SECTION 4: VACANCIES.** A Director or Officer because of death, resignation, removal, disqualification or otherwise; shall be filled by appointment by the Board until the next election by the Members. The Board may also appoint such Directors as are necessary to have seven (7) Directors on the Board in case the Members have not elected seven (7) Directors.

**SECTION 5: QUORUM.** A quorum of the Board of Directors shall consist of not less than 50% + one (1) of the number of current Directors. This quorum shall be authorized to conduct any business coming before them.

**SECTION 6: REGULAR MEETINGS.** The Board shall annually determine when to hold its regular meetings. Meeting dates may be changed at the discretion of the Board with Notice to the Members. Unexcused absence by a Director from three (3) Board meetings within one year may result in removal of the Director at the Board's discretion.

**SECTION 7: CHAIR.** The Chair shall be the principal officer of the Association and, subject to the control of the Board, shall in general supervise and control all of the business and affairs of the Association and preside at all meetings of the members and of the Board. The Chair shall perform all duties pertaining to the office of Chair and such other duties as may be delegated from time to time by the Board.

The Chair may sign, with the Secretary or any other Director of the Association authorized by the Board, any deeds, mortgages, contracts or other instruments which the Board of Directors has authorized to be executed, except in the instance where the signing and execution thereof shall be expressly delegated by the Board, Bylaws or as required by law to some other officer or agent of the Association.

**SECTION 8: VICE CHAIR.** In the absence of the Chair, the Vice Chair will perform the duties of the Chair and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chair. If the Vice Chair is unavailable, the Chair will designate a Director to act as Chair.

**SECTION 9: SECRETARY.** The Secretary shall: (a) keep the minutes of all meetings in one or more books provided for that purpose; (b) see that all Notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of any

corporate seal, and see that said records are properly maintained; (d) keep a file of the mailing and email address of each Member which is furnished to the Secretary by the Member. In the event of the absence of the Secretary, the Chair shall assume these duties or delegate them to a Director. The Secretary may be paid a salary to be decided upon each year by the Board.

**SECTION 10: TREASURER.** The Treasurer shall: (a) have power to sign checks and disburse monies as directed by the Board or the Members; (b) be responsible for all funds and securities of the Association; (c) receive monies due and payable to the Association from any source whatsoever, and deposit all monies in the name of the Association in its' designated depository; (d) perform all duties which may from time to time be assigned by the Chair or the Board ; and (e) regularly call for an audit. In the event of the absence of the Treasurer, the Chair shall assume these duties or delegate them to a Director. The Treasurer may be paid a salary to be decided upon each year by the Board.

**SECTION 11: VOTING METHODS.** Electronic voting is permitted for the transaction of business by the Board.

**SECTION 12: BOARD MAJORITY VOTE.** The action of a Majority Vote of Directors present at any meeting at which a quorum is present shall constitute action of the Board unless these Bylaws require otherwise. Each Director, including the Chair, shall have one (1) vote. A Majority Vote means a vote of fifty per cent (50%) plus one (1) vote of the Directors present and voting at a meeting.

#### **ARTICLE IV - CONTRACTS, LOANS, CHECKS & DEPOSITS, FUNDS**

**SECTION 1: CONTRACTS.** The Board of Directors may authorize any Director, or agent, to enter into any contract in the name of or on behalf of the Association, and such authorization may be general or confined to specific instances, in and at the direction of the Members at any meeting.

**SECTION 2: LOANS.** No loans shall be contracted on behalf of the Association, and no evidence of indebtedness shall be issued in its' name, unless authorized by Members.

**SECTION 3: CHECKS, DRAFTS, ETC.** All checks, drafts or other orders for payment of monies issued in the name of the Association shall be signed either by the Secretary, the Treasurer or other person designated by the Board.

**SECTION 4: DEPOSITS.** All funds of the Association shall be deposited in its' designated, insured depository.

**SECTION 5: CONSERVATION FUNDS.** Two funds are to be established and maintained separately by the Treasurer. The Conservation Project Fund is initiated and funds grow from donations and may be used at any time or for any project approved by the board. The Conservation Trust Fund is initiated and funds grow from donations and may not be used for any purpose until the fund has a balance of \$200,000.

#### **ARTICLE V - MISCELLANEOUS**

**SECTION 1: FISCAL YEAR.** The fiscal year of the Association shall begin on the first day of January, and end on the thirty-first day of December in each year.

**SECTION 2: SEAL.** The Board shall provide a corporate seal which shall be round in shape and shall have inscribed upon it the name of the corporation and the words "Corporate Seal of Wisconsin," if and when it is deemed necessary.

#### **ARTICLE VI - AMENDMENTS**

**SECTION 1: AMENDMENTS.** The Members may from time to time adopt, amend or repeal any or all of the Bylaws of the Association.

## **ARTICLE VII - DISSOLUTION**

**SECTION 1: MEMBERSHIP.** A majority of the membership may dissolve this Association at a special meeting duly noticed and called for the express purpose of dissolution.

**SECTION 2: PROPERTY.** Upon dissolution or winding-up of the Association, its assets remaining after payment or provision for payment, of all debts and liabilities of the Association, shall be distributed to a nonprofit fund, foundation or association to benefit the Chippewa Flowage which is organized exclusively under and which has established its tax-exempt status under Section 501 (c) (3) of the Internal Revenue Code.

Association By-Laws adopted December 16, 1983 and amended September 22, 1989, April, 1991, May 10, 1994, August 7, 2005, August 13, 2006, August 2, 2009, August 7, 2011 (membership levels change), August 5, 2012 (conservation funds.) and August 7, 2016. Article III, Section 1 amended to correct typographical error and Article V, Section 1 amended to change fiscal year on August 5, 2018.