

DECLARATION OF RESTRICTIVE COVENANTS  
OF  
PINE ISLAND RV RESORT, INC.  
(AS AMENDED JUNE 12, 2021)  
(Rules and Regulations to Manage the Operations  
and Maintenance of the Resort)

THIS DECLARATION is made as of the 9<sup>th</sup> day of June, 2018, by PINE ISLAND RV RESORT, INC., a not for profit Oklahoma corporation (hereinafter called "Resort") and relates to certain real estate located in Delaware County, Oklahoma, legally described in Exhibit "A" incorporated into the Declaration of Restrictive Covenants of Pine Island RV Resort, Inc. dated the 18th of May, 1984, and recorded in Book 465, Pages 875-906, on the same date, in the office of the County Clerk of Delaware County, Oklahoma, as amended and recorded by PINE ISLAND RV RESORT, INC. in Book 551 at page 135. Exhibit "A" is hereby vacated to the fullest extent provided by law, thereby destroying the force and effect of the recording of same, and substituted therefore is Exhibit "A" amended, which shall have the same force and effect as the original Exhibit "A" before same was vacated and superseded.

WITNESSETH:

WHEREAS, The Resort is the owner of certain real estate (the "Property") described in Exhibit "A" amended attached hereto; and

WHEREAS, the Resort has and will continue to develop the Property as a recreational vehicle park and campground resort; and

WHEREAS, THE Resort intends to sell a total of 4,066 memberships in (and no more except as otherwise provided herein) in the Resort, and the memberships shall give the member and the members' guests the right to use the Property in common with all such members; and

WHEREAS, the Resort desires to impose upon such Property and such memberships mutual and beneficial restrictions, covenants, conditions and charges under a general plan for the benefit of all present and future owners of such memberships.

NOW, THEREFORE, in consideration of the premises, the Resort, for itself, its successors, assigns and all future grantees, does hereby impose, create and place upon the land described in Exhibit "A" amended, the following reservations, conditions, covenants and restrictions, any and all of which are hereby termed "Restrictions." All of the Restrictions are made jointly and severally for the benefit of and shall be binding on the present title holder to the Property, as well as all other persons, firms or corporations, who may, from time to time, own, hold, lease, use, rent or purchase the Property, or any part thereof, and their respective heirs, assigns, and successors. The Restrictions are to operate as covenants running with the lands into whosoever hands they or any part of

them shall come; and the same are hereby made and declared to be easements and cross-easements in fee and annexed to said lands, and this shall be so even if the Restrictions are omitted from any deed or instrument of conveyance of the land, or any part thereof. The Restrictions shall be constructed independently and in the event any Restrictions should be declared void and for any reason unenforceable, the validity and binding effect of any other of the Restrictions shall not be impaired or affected. The Restrictions shall not be constructed that the waiver or failure to enforce any breach of any Restriction shall be considered waiving the necessity for the observance or the right of enforcement of any subsequent breach of the same or other Restrictions. The Restrictions shall be enforceable by sale of the property as hereinafter provided. Injunction, mandamus or other proceedings at law or in equity against any present or future party or parties infringing, violating, attempting to infringe or violate, or omitting to abide by the Restrictions, and in addition thereto any present or future owner or owners, occupant or occupants, of said lands or any part thereof, may recover damages for the breach, infringement or violation of any such Restriction.

#### ARTICLE I. Definitions.

In addition to the terms elsewhere defined, the following terms shall have the following meanings whenever used in the Declaration:

- (A) Resort: PINE ISLAND RV RESORT, INC., an Oklahoma not-for-profit corporation organized to manage and operate the Property for the benefit of its Members.
- (B) Articles: The Articles of Incorporation of the Resort, as amended.
- (C) Bylaws: The Bylaws of the Resort, as amended.
- (D) Campground: The Property, as described in Exhibit "A" amended, and all improvements constructed thereon.
- (E) Member: A Member of the Resort owning a membership in the Resort giving the Member the rights described in the Bylaws and the right to use the Property described in Exhibit "A" amended.
- (F) Property: All the real property described in Exhibit "A" amended, together with all improvements thereon and any tangible personal property which may be owned by the Resort.
- (G) Restrictions: The limitations, restrictions, covenants, terms, conditions and equitable servitude's set forth herein as the same may, from time to time, be amended, supplemented and modified.

ARTICLE II. Use of Property.

- (A) The Property shall be used solely for camping, picnicking, hiking, boating, fishing, swimming, sports and other recreational uses authorized by the Resort in accordance with rules and regulations which may be established from time to time by the Resort.
- (B) No Member, guest, or person whosoever, shall place, store, keep or permit to be placed, stored or kept, any vehicle or any building material or property of any kind or nature upon any portion of the Property described herein without the prior permission of the Board of Directors of the Resort; however; recreational and camping vehicles may be stored in the storage area designated by the Resort.
- (C) A non-exclusive and reciprocal right and easement is reserved to each Member to use and enjoy each and every portion of the Property for the purposes described in Paragraph A of this Article II subject to the rules and regulations established by the Resort. No Member shall hinder or obstruct any Member's use and enjoyment of the Property or annoy any Member or guests by causing unreasonable or loud noises.
- (D) No portion of the Property shall be used in such a manner as to obstruct or interfere with the Members' enjoyment of the Property, nor shall any nuisance or immoral or illegal activity be committed or permitted to occur on the Property.
- (E) No Member while using Resort Property may erect or place on any camper, tent, automobile, truck, motor home, etc., any sign or post any notice including offering a Membership for sale at any location on or in the proximity of the Property without prior approval of the Board of Directors.
- (F) No one may occupy a camp site for longer than (21) consecutive days in any (28) day period of which the (21) consecutive days is a part. Exceptions to this rule are as follows:
  - 1. Park Manager
  - 2. Lessee
  - 3. Work Campers
  - 4. Extension to the "twenty-one (21) day" rule for park members, is upon approval of park manager in writing and received by Board President, at an additional expense as set by the board. This extension is not to be granted when park is 70% full of those full hookup non-leased camp sites. This does not include non-members.
- (G) Leases may be granted on sites in Areas 1,2,3,& 4 (from gate to the wastewater plant road).
  - 1. Exceptions: No lease will be allowed on the following campsite numbers: 101,102,103,104,126,222,223,224,225,226,304,306,461,416.

2. Lease pricing and rules in addition to park rules (if necessary) will be approved by the Board and posted in office.

ARTICLE III, PINE ISLAND RV RESORT, INC.

- (A) PINE ISLAND RV RESORT, INC., an Oklahoma not-for-profit corporation has been created to manage and operate the Property for the mutual benefit of the Members in accordance with these Restrictions.
- (B) Each purchaser of a Membership shall automatically become a Member of PINE ISLAND RV RESORT, INC. Each new Member joining the Resort shall be required to pay such Member's pro-rata share of the annual dues and assessments at The time the purchaser joins the Resort.
- (C) All present and future Members, their guests and invitees, and all other persons who may use the facilities of the Property in any manner are subject to the Restrictions, the Articles of Incorporation, the Bylaws and any duly adopted rules and regulations of the Resort, as they may be amended and established from time to time. The acceptance of Membership shall constitute an agreement to comply with these Restrictions, the Bylaws, and any duly adopted rules and regulations and any amendments, that are accepted and approved by the Membership.
- (D) The Board of Directors of the Resort, shall have the sole exclusive right and duty to manage, operate, control, replace or restore any or all of the improvements, equipment, trees, shrubbery, plants and grass on the Property; provided, however, this exclusive right and duty may be assigned by the Resort with approval of the Board of Directors and adoption by a majority of the Members present at any meeting in person. This exclusive right and duty shall continue until revoked by a majority of the Voting Members present at any annual or special meeting in person. Provided, however, the Board of Directors of the Resort shall have the right and authority to enter into contracts for services for the maintenance and operation of the Property and sales of Memberships as set forth in Section F.11 hereof.
- (E) The resort shall at all times be operated and maintained in a reasonable and proper manner consistent with other RV resorts licensed by Camp Coast to Coast, Inc. fees.
- (F) The Directors and Officers of the Resort shall:
  - (1) Levy and collect fees, dues, taxes and assessments from its Members.
  - (2) Have the power and authority to establish a reserve fund for such purposes as the Board of Directors may approve.
  - (3) Care for open space areas in the Property, and remove and destroy any

Noxious weeds, underbrush, rodents and any unsightly or obnoxious thing, perform any labor necessary or desirable to keep and maintain the open spaces and the land contiguous and adjacent thereto neat and in good order subject to availability of funds.

- (4) Pay all taxes and assessments, if any, which may be levied by any governmental authority upon the Property and improvements thereon; provided, however, in the event there are not sufficient funds in the Resort to pay the same, the Resort shall immediately assess each Member for his or her proportionate share of such taxes and assessments.
- (5) Enforce charges, restrictions, rules, conditions and covenants existing upon and created for the benefit of the Property or the Members, and pay all expenses incidental thereto; enforce the decisions and rulings of the Resort; and pay all of the expenses incidental thereto.
- (6) Provide for the maintenance of all Resort buildings, recreational vehicle park, equipment and other community features constructed on the land set aside for the recreational use of the Members of the Resort, and improve, light, provide for, beautify and maintain private roads and driveways, parks and other spaces, including all grass plots, park trails, planted areas, trees and shrubs on the Property, all of which shall be maintained for the general use of its Members.
- (7) Procure and provide for fire and other hazard insurance covering all improvements on the Property and public liability insurance covering injuries to persons or property on the Property.
- (8) Have the power and authority to expend the monies collected by the Resort from dues, assessments or charges and other sums received by it for the payment and discharge of all Property costs, expenses and obligations incurred by the Resort in carrying out any or all of the purposes for which it is formed.
- (9) Subject to the approval of the Board of Directors of the Resort, borrow money, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and do any and all things that a corporation organized under the laws of the State of Oklahoma as a not-for-profit corporation may lawfully do and perform any and all other acts which may be either necessary for foregoing powers, and such powers as are granted by the provisions of the laws of the State of Oklahoma for a not-for-profit corporation.
- (10) Have the power and authority to acquire by gift, purchase or otherwise own, hold, enjoy, lease, operate and maintain real and personal property and to

lease, mortgage or otherwise encumber, dedicate for public use real and personal property in connection with its business; provided, however, that the Resort shall not acquire by purchase any real property without approval of the Board of Directors and majority of the Voting Members present at any annual or special meeting in person.

- (11) Have the power and authority to, without limitation of its general powers, to contract with others for the sale of memberships, maintenance, operation, construction or reconstruction of the Property or any improvements thereon; provided, however, the Resort, shall not enter into any such contract which binds the Resort, or its Members, for a period in excess of one (1) year, unless reasonable cancellation provisions are included in the contracts.
- (12) Have the power and authority to establish such rules and regulations covering the use of all the Property and facilities under the Resort's control and management, not inconsistent with these Restrictions. Such rules and regulations may, among other things, control any activities which might otherwise detract from the appearance of the Property or offend or cause any inconvenience or danger to persons using the Property or visiting.

The Directors of the Resort may set certain limitations as to the general use of the various campsites and facilities located on the Property so as to best utilize the Property on a fair and equitable basis for the majority of the Members.

Such rules and regulations may further provide for suspension of rights or privileges or for charges or assessments for violation of such rules including, without limitation, the cost of correcting any violation thereof; provided, however, no suspension for a rule's violation shall be effective for more than thirty (30) days, without a hearing before a committee designated by the Board of Directors of the Resort.

At the time of purchase, or as soon thereafter as reasonably possible, a copy of the existing Restrictions, rules and regulations shall be given to each purchaser of a Resort Membership, and each purchaser shall acknowledge receipt thereof.

- (13) Have the power and authority to do any and all lawful things which may be advisable, and authorized or permitted to be done by the Resort under and by virtue of any condition, covenant, rule, restriction, reservation, charge or Assessment affecting the Property, or any portion thereof, and to do and perform any and all acts which may be either necessary for or incidental to exercise of any of the foregoing powers, or for the peace, health, comfort, safety or general welfare of its Members.

- (14) Be entitled to receive all notices, claims and demands relative to taxes and assessments affecting the Property. By accepting a Membership in the Resort, the purchaser thereof hereby waives his or her right to receive such notices, and designates the Resort as his or her exclusive agent for the receipt of such notices, claims or demands.
- (15) Operate and maintain the water supply systems for the Property.
- (16) Operate and maintain the sewage system for the Property.
- (17) Enforce these Restrictions, the Bylaws, Articles of Incorporation and rules and regulations.
- (18) PINE ISLAND RV RESORT, INC., shall have the sole and exclusive right to assess and collect the dues and assessments provided for in these Restrictions; provided, however, that the Board of Directors shall have the right and authority to enter into servicing arrangements and agreements for the collection and accounting for the dues and assessments.

#### ARTICLE IV. Interests Owned.

Each Member shall own a Membership granting the Member the right to use the Property in common with all such Members. No Membership shall be owned by more than one person or entity, except as follows, and then only subject to the following provisions.

- (A) Husband and wife may jointly own a Membership as joint tenants with right of Survivorship; provided, however, the Voting Membership in the Resort shall be issued to the spouse designated by the purchasers with the other spouse shown as the joint owner with right of survivorship. The voting Member's children regardless of age and address shall be entitled to Associate Memberships in the Resort. Upon the death of the designated spouse, the Membership shall be automatically transferred to the surviving spouse and if he or she is not living, the same shall be transferred in accordance with paragraph C of this Article IV.
- (B) If a Membership is acquired by any corporation, partnership, joint venture or other Entity, then such entity shall be entitled to have one Voting Membership in the Resort, issued to only one individual living person. Only that individual's children shall be entitled to the privileges of Associate Membership in the Resort, as provided in its Bylaws.
- (C) Membership may pass under the estate of a deceased Member; however, a Voting Membership shall be held by one surviving living person. That individual's children shall be entitled to the privileges of Associate Membership provided in the Bylaws subject to paragraph D of this Article IV.

- (D) If the Voting Membership is passed under the estate of a deceased Member to some one other than the spouse of the deceased Voting Member, the person designated as the Voting Member shall notify the Resort in writing of the persons Voting Membership in the Resort within sixty (60) days of becoming the Voting Member. Those entitled to Associate Membership privileges shall be limited to the children of the designated voting member.

#### ARTICLE V. Property Owned by Resort.

All revenue and any fees received for use of any of the Resort facilities, including but not limited to camp sites and fees for the rental of trailers owned by the Resort, shall be the property of the Resort.

#### ARTICLE VI. Dues, Taxes, and Assessments.

- (A) Dues for all voting Members, effective July 1, 2018, shall be set by the Board of Directors and subject to approval of a majority of the voting members present in person at any annual or special meeting. In no event will any member's dues be increased without increasing the dues the same amount of all members. The annual dues amount will be posted in the office. Dues are to be paid in four quarterly payments. Dues shall be used for the operation, improvements, maintenance, acquisition of property, loan repayment, capital improvements, and expenses of the Resort.
- (B) The Resort shall pay all taxes and assessments, if any, which may be levied by any governmental authority upon the Property; provided, however, in the event there are not sufficient funds in the Resort to pay the same, the Resort shall immediately upon receipt of the statement for such taxes or assessments, assess each member for his or her proportionate share of such taxes and assessments the Resort is unable to pay. Such assessment shall be due and payable thirty (30) days after notice of such assessment is forwarded to each Voting Member at his or her address as the same appears in the records of the Resort.
- (C) The Resort may levy special assessments in addition to the annual dues against all Members, subject to approval of a majority of the Voting Members present at any meeting in person.
- (D) A member or his or her successors, heirs, and assigns, shall be jointly and severally liable for all unpaid dues and assessments due and payable at the time of a conveyance of the Member's Membership. Such liability shall not be avoided by a waiver of the use of enjoyment of any facility on the Property.
- (E) All dues and assessments if unpaid when due shall be a lien upon said



Membership until paid.

ARTICLE VII. Failure to Pay Dues, Taxes or Assessments and Violation of Restrictions, Bylaws, and Rules and Regulations.

Each Member agrees, and accepts his or her Membership on the express condition that in the event a Membership shall be suspended in accord with Sections 5 or 6 of the Bylaws for failure to pay dues, taxes, or assessments to the Resort when due, or for any other reason, the Resort shall have a lien upon the Member's Membership in the Resort and any ownership interest in or to the real or personal property described in Exhibits "A" and "B", as amended, once such membership has been terminated in accordance with the Bylaws, the Resort may sue the terminated Member for any unpaid dues, taxes or assessments due the Resort. Any Membership terminated and held by the Resort may be sold by the Resort or the Board of Directors may authorize the sale of such Membership through contracts with independent contractors.

ARTICLE VIII. Right of Entry.

The Resort shall have the right to enter upon any portion of the Property to the extent such entry is necessary or convenient to carry out its duties. Such right of entry shall be exercised in such manner as to interfere as little as is reasonably possible with the possession and enjoyment of the Members.

ARTICLE IX. Sale of Entire Property.

In addition to the powers granted in Article III hereof, the Resort hereby has the right to sell any portion or all of the Property upon the affirmative vote for such sale of not less than a majority of the voting members by ballot, or a majority of voting members at the annual meeting, subject to the following:

- (A) If at least a majority of the Members entitled to vote on this issue shall have voted affirmatively or shall have given their written consent to sell all or any portion of property, and the other provisions hereof have been met, the Directors of the Resort shall direct its Officers to effect such sale, and to do all acts and execute and deliver all documents necessary, appropriate, and convenient in order to do so.
- (B) If, by vote of the Members, the Resort shall have determined to sell all or any portion of the Property, then any two Officers of the Resort shall execute and file for record in the Office of the County Clerk of Delaware County, Oklahoma, indexed as a power of attorney, a certificate stating that the terms hereof have been complied with, and that they are hereby authorized and directed to execute

and deliver any and all deeds, contracts, documents, and instruments necessary, appropriate or convenient to effect the sale of all or a portion of the Property. Recordation of such certificate shall constitute conclusive evidence that any two of the Officers of the Resort are authorized, directed, and empowered to execute and deliver any deed, contract, document, or instrument necessary, appropriate, or convenient to effect the transfer of title to all or a portion of the property.

- (C) By accepting Membership in the Resort, the purchaser, for himself or herself and his or her successors in the interest, hereby makes, constitutes and appoints each of the officers of the Resort and each of their successors in interest, who shall then hold office at the time of execution of the certificate referred to in paragraph (B) above, his or her true and lawful agent and attorney for and in his or her name, place and stead, and for his or her use and benefit, to effect any sale of all or any portion of the property, and to do all acts and execute and deliver any certificate, deed, contract, document, or instrument necessary, appropriate or convenient to effect the transfer of title to all or any portion of the property, or otherwise to carry out the purposes and intent hereof.
- (D) The proceeds of any sale hereunder shall be divided among the respective Membership Interest unless such distribution would result in the diversion of such assets from purposes which qualify as exempt under Section 501 (C) (7) of the Internal Revenue Code of 1986 as amended, or any corresponding provision of any future federal tax code.
- (E) This provision shall not apply to the sale by an individual member of any Membership in the Resort or any ownership interest in the property.

#### ARTICLE X. Miscellaneous.

- (A) Each Member agrees that guests other than the guests of a Member or Associate Member may use the Property so long as they have received permission from the Manager of the Resort; provided, however, the Resort Manager shall give such permission only when such guests other than the guests of a Member or Associate Member are members of an organization similar to the Resort, and such similar organization grants the Members of the Resort permission to use its or their premises.
- (B) The Resort has entered into a License Agreement dated April 3, 1988, with Camp Coast to Coast, Inc.; and has entered into a License Agreement, dated September 19, 2005, with Resort Parks International: to provide reciprocal camping rights between Members and members of other camping clubs throughout the United States.
- (C) By accepting a Membership in the Resort, the purchaser thereof, for himself or

herself and his or her successors in interest, agrees that he or she will not convey, lease, or transfer a lesser interest in the Membership than was or will be conveyed to him or her.

#### ARTICLE XI. Waiver.

- (A) The various restrictive measures and provisions of these restrictions are declared to constitute mutual equitable covenants and servitudes for the protection and benefit of the Members, the Resort or any other person or persons to enforce any measure or provision, upon violation thereof and failure to do so shall not stop or prevent enforcement thereafter or be deemed a waiver of the right to do so.
- (B) A waiver of a breach of any of the foregoing conditions or restrictions, including the waiver of any rights under ARTICLE VI hereof, shall not be construed as a waiver of any succeeding breach or violation and no such waiver shall result in or impose any liability on the Resort, or its successors.
- (C) No delay or omission on the part of the Resort, or its successors, or on the part of any Member in exercising any right, power, or remedy herein contained, shall be considered as a waiver thereof or acquiescence therein.

#### ARTICLE XII. Amendments.

These restrictions and covenants may be amended at any time and from time to time by a majority of the Members present at any annual or special meeting in person, as provided in the Bylaws. Any such amendment shall be in writing and shall be executed by the President of the Resort and shall be certified by the Secretary of the Resort as having been duly adopted by a majority of the Members present at any meeting in person and shall become effective upon the recordation thereof in the Office of the County Clerk of Delaware County, Oklahoma. The Board of Directors shall have the authority to change Bylaws, if needed, to coincide with federal tax exempt status for not for profit corporations, provided existing rules and guidelines will not be affected.

#### ARTICLE XIII. Severability

Should any covenant or restriction contained herein be void or become unenforceable in law or equity, the remaining portions hereof shall remain in full force and effect.

#### ARTICLE XIV. Term.

These covenants, restrictions, and agreements shall run with the land and shall continue in full force and effect until revoked as herein above provided.

**IN WITNESS WHEREOF**, PINE ISLAND RV RESORT, INC., the owner of the Property, has caused these RESTRICTIVE COVENANTS to be signed by its President and attested to by its Secretary and the Corporate Seal to be hereunto affixed this 12th Day of July, 2021

PINE ISLAND RV RESORT, INC.



By: \_\_\_\_\_  
Richard Eckler, President

ATTEST:



\_\_\_\_\_  
Amy Davis, Secretary



[ S E A L ]

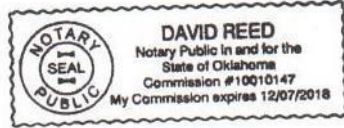
The foregoing instrument was acknowledged before me by Richard Eckler, President of PINE ISLAND RV RESORT, INC., for and on behalf of the corporation.



\_\_\_\_\_  
Notary Public

My commission expires:

12/07/2018



[ S E A L ]

EXHIBIT "A" AMENDED

Amended October 2011

CAMPGROUND PROPERTY SUBJECT TO RESTRICTIONS

A parcel of land located in the SW/4 SW/4 SW/4, Section 16; SE/4, SE/4, Section 17; N/2 SE/4 NE/4, Section 20; and NW/4, Section 21; all in T24N, R23E, Delaware County, Oklahoma, being more particularly described as follows, to-wit: Beginning at the SE Corner of Section 17, T24N, R23E; thence N 89° 51' W along the South line of said Section 17, a distance of 18.1 feet; thence N 23° 00' W a distance of 55.1 feet; thence N 19° 40' W a distance of 370.2 feet; thence N 00° 38' E a distance of 1556 feet; thence S 63° 17' E a distance of 44.0 feet; thence S 34° 45' E a distance of 215.58 feet to a pint on the East line of Section 17, which is N 00° 03' W a distance of 358.05 feet from the POINT OF BEGINNING; thence S 38° 00' E a distance of 455.3 feet to a point on the South line of Section 16, which is S 89° 51' E a distance of 280.0 feet from the POINT OF BEGINNING; thence S 33° 00' E a distance of 504.9 feet; thence S 25° 00' E a distance of 198.0 feet; thence S 44° 30' E a distance of 858.0 feet; thence S 60° 30' E a distance of 330.0 feet ; thence S 48° 30' E a distance of 168.62 feet; thence S 28° 13' E a distance of 239.66 feet; thence S 60 56' E a distance of 102.00 feet; thence S 48° 50' E a distance of 227.5 feet; thence S 48° 50' E a distance of 227.5 feet; thence S 23° 00' E a distance of 49.0 feet; thence S 67° 56' W a distance of 160.1 feet; thence N 73° 31' W a distance of 142.3 feet; thence S 22° 02' E a distance of 100.9 feet; thence S 25° 35' W a distance of 230.2 feet; thence S 20° 03' 20" W a distance of 401.37 feet to a point on the South line of the NW/4, Section 21, T24N, R23E; thence N 89° 51' W a distance of 1560.46 feet to the SW Corner of the NW/4 of said Section 21; thence N 00° 03' W a distance of 660.00 feet to the SW Corner of the NW/4 SW/4 NW/4, of said Section 21; thence S 89° 51' E a distance of 660.0 feet along the South boundary to the SE Corner of last said parcel; thence N 00° 03' W a distance of 660.0 feet along the East

boundary of last said parcel to the NE Corner of same; thence N 89° 51' W a distance of 660.0 feet along the North boundary of last said parcel to the NW Corner of same; thence N 00° 03' W a distance of 570.7 feet along the West Section line of said Section 21; thence S 36° 09' E a distance of 284.8 feet; thence S 43° 05' E a distance of 251.6 feet; thence S 32° 02' W a distance of 165.9 feet; thence S 76° 09' E a distance of 71.8 feet to a point on the North line of the NW/4 SW/4 NW/4, of said Section 21; thence S 89° 51' E along said North line a distance of 165.41 feet; thence N 19° 53' W a distance of 44.5 feet; thence N 15° 17' W a distance of 178.2 feet; thence N 34° 16' W a distance of 177.8 feet; thence N 33° 48' W a distance of 363.8 feet; thence N 01° 53' E a distance of 329.6 feet; thence N 23° 16' W a distance of 338.9 feet to a point on the West line of said Section 21; thence N 00° 03' W along said West line a distance of 15.8 feet; to the POINT OF BEGINNING, containing 63.64 Acres more or less.

AND

All that part of KIRWOOD FOREST ISLAND ADDITION, PHASE I, a subdivision located in the N/2 SE/4 NE/4, Section 20, T24N, R23E, Delaware County, Oklahoma, EXCEPT Lots two (2) and three (3) of Block on (1), Lot four (4) of Block two (2), Lot three(3) of Block three (3), Lot six (6) of Block four (4), and Lots thirteen (13) and fifteen (15) of Block six (6), containing 17.86 Acres more or less. This acreage (17.86) does not include the foregoing "excepted" lots.

AND

A tract of land in the NE/4 NE/4 of Section 20, T24N, R23E, in Delaware County, Oklahoma, and being more particularly described as follows, to-wit: Beginning at the Northwest corner of said NE/4 NE/4; thence S 89° 48' E along the North line of said NE/4 NE/4, a distance of 1048.4 feet to a point on the GRDA taking line; thence following said taking line S 31° 20' E a distance of 77.3 feet; thence S 25° 17' E a distance of 217.5 feet; thence S 41° 03' W a distance of 291.7 feet; thence S 38° 30' W a distance of 162.8 feet; thence S 16° 27' W a distance of 177.5 feet; thence N 33° 06' E a distance of 255.5 feet; thence N 61° 08' E a distance of 207.2 feet; thence N 70° 21' E a distance of 110.7 feet; thence S 9° 46' E a distance of 324.73 feet to a point on the East line of said NE/4 NE/4; thence S 00° 03' E along the East line of the NE/4 NE/4, a distance of 570.7 feet; thence N 89° 48' W along the South line of the NE/4 NE/4, a distance of 1318.0 feet; thence N 00° 03' W along the West line of the NE/4 NE/4, a distance of 1318.4 feet to the POINT OF BEGINNING, and containing 37.11 Acres, more or less.

AND

The NW/4 SW/4 NW/4, Section 21, T24N, R23E, Delaware County, Oklahoma, according to the United States government Survey thereof, containing 10 acres, more or less.

AND

Lot Four (4), Block Two (2); Lot Three (3), Block Three (3); and Lot Six (6), Block Four (4); all in KIRWOOD FOREST ISLAND, PHASE I a Subdivision in Delaware County, State of Oklahoma, according to the recorded Plat thereof, containing 1.92 Acres, more or less.

AND

A tract of land in the SE/4 SE/4 NE/4, Section 20, T24N, R23E, Delaware County, Oklahoma, being more fully described as follows: Beginning at the NE corner of the SE/4 SE/4 NE/4, thence W along the North line of the SE/4 SE/4 NE/4, 330.0 feet; thence S 0° 03' E, 660.0 feet; thence East 330.0 feet; thence N 00° 03' W along the East line of said SE/4 SE/4 NE/4, 660.0 feet to the POINT OF BEGINNING and containing 5.0 acres, more or less.

AND

NW/4 NW/4 SW/4, Section 21, T24N, R23E, Delaware County, Oklahoma, containing 10 acres more or less.

AND

Lot 13, Block 6, KIRWOOD FOREST ISLAND, a subdivision in Delaware County, Oklahoma, according to the recorded plat thereof containing 1.00 acre, more or less.

SAID LANDS TOTALLING 146.53 ACRES.

AND

Lot 15, Block 6, KIRWOOD FOREST ISLAND, a subdivision in Delaware County, Oklahoma, according to the recorded plat thereof containing 1.00 acre, more or less.

LANDS NOW TOTALLING 147.53 ACRES, MORE OR LESS.

(Rules and Regulations to Manage the Operations and Maintenance of the Resort)

INDEX

DECLARATION OF RESTRICTIVE COVENANTS

OF PINE ISLAND RV RESORT, INC.

(AS AMENDED JUNE 12, 2021)

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BYLAWS OF PINE ISLAND RV RESORT, INC.  
(AS AMENDED JUNE 21, 2021)

ARTICLE I. Name and Offices.

The name of this Oklahoma not-for-profit corporation shall be PINE ISLAND RV RESORT, INC., (the “Resort”), and its principal office shall be located in Delaware County, Oklahoma. The Resort may also have offices and branch offices at such other places within and without the State of Oklahoma as the Board of Directors may, from time to time, designate and the business of the Resort may require.

ARTICLE II. Purpose and Powers.

Section 1. General. The purpose and object of the Resort shall be to organize, manage, operate and maintain a social and recreational campground and recreational vehicle resort in Delaware County, Oklahoma. The Property is to be used for its members’ pleasure, social, recreational and other similar activities and for such other purposes as they relate to and in furtherance of such social and recreational pursuits which are exempt activities under Section 501c (7) of the Internal Revenue Code of 1986, as amended, or any corresponding provision of any future federal tax code, and to make distributions to organizations that qualify as exempt organizations under the Section 501c (7) of the Internal Revenue Code of 1986, as amended, or any corresponding provision of any future federal tax code.

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

Section 3. Not-for-Profit. The resort shall be conducted at all time as a not-for-profit organization and no part of the net earnings of the Resort shall inure to the benefit of, or be distributed to its members, directors, officers, or other private persons, except that the Resort shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Section 1 of this ARTICLE II. Provided further, that in no event shall any of the assets of the Resort be distributed to the members of the Resort upon dissolution hereof if such distribution would result in the diversion of such assets from purposes which qualify as exempt under Section 501c (7) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future federal tax law.

The Resort shall do whatever is necessary, conducive, incidental or advisable to accomplish and promote the objectives and purposes of the Resort and in regard thereto

shall have all of the powers granted a not-for-profit corporation by the laws of the State of Oklahoma, and all of the powers and functions granted to the Resort in the Declaration of Restrictive Covenants of PINE ISLAND RV RESORT, INC. (“Restrictive Covenants”) attached to and made a part of these Bylaws. The Property shall be administered and governed in accordance with these Bylaws, the Restrictive Covenants, Articles of Incorporation and any duly adopted rules and regulations of the Resort.

In addition to these powers, the Resort shall have all of the powers and functions which may be granted it by amendments to the Restrictive Covenants or by any additional restrictive covenants approved by the Board of Directors and adopted by the Members of the Resort. Any such amendments or additional restrictive covenants shall be attached to these Bylaws.

### ARTICLE III. Application.

All present and future Members, their guests and invitees, and all other persons who may use the Resort in any manner are subject to these Bylaws, the Restrictive Covenants and any duly adopted rules and regulations of the Resort. The acceptance of a membership shall constitute an agreement to comply with the Restrictive Covenants, these Bylaws and any duly adopted rules and regulations or amendments that are approved and adopted.

### ARTICLE IV. Definitions.

Section 1. All definitions as contained in ARTICLE I of the Restrictive Covenants are adopted and incorporated herein by reference.

Section 2. “Restrictive Covenants” shall mean the Declaration of Restrictive Covenants of PINE ISLAND RV RESORT, INC., recorded by Quaker Life Insurance Company in the office of the County Clerk of Delaware County, Oklahoma, in Book 465 at Page 875-906 and as amended and recorded by PINE ISLAND RV RESORT, INC. in Book 551 at Page 135.

Section 3. The term “Property,” as herein used shall have the meaning described in the Restrictive Covenants and shall include the real estate, the buildings and all improvements thereon, all easements, rights, and appurtenances belonging thereto and all personal property owned by the Resort located on, and used in connection with the land.

Section 4. The terms “Voting Membership,” and “Associate Membership” refer to the classes of memberships in the Resort, and such memberships have the rights and attributes described in Sections 1 through 6 of ARTICLE V.

Section 5. The term “Membership,” as used herein shall mean a Voting Membership in the Resort. Voting memberships shall be limited to 4,066 in number, except as otherwise provided.

#### ARTICLE V. Membership.

Section 1. Classification and Voting. The Resort shall have Voting Members and Associate Members.

Section 2. Voting Members. Any person, firm, association or corporation purchasing a Membership either outright or under contract, shall be entitled to one Voting Membership of the Resort; provided, however, that if such Membership is owned or contracted for by more than one person or other entity, such Voting Membership shall be issued as follows:

- (a) If the purchase is made jointly by husband and wife, the Voting Membership shall be issued to the spouse designated by the purchasers with the other spouse shown as the joint owner, with right of survivorship. Upon the death of the designated spouse, the Membership shall be transferred automatically to the surviving spouse and if there is no surviving spouse, the same shall be transferred in accordance with subparagraph (c) hereof.
- (b) If the purchase of a Membership is made by a corporation, partnership, trust, joint venture, or other entity, then such entity shall be entitled to have one Voting Membership in the Resort, issued to one individual living person. Only that individual’s children shall be entitled to the privileges of Associate Membership in the Resort. Such corporation, partnership, trust, joint venture, or other entity shall advise the Resort in writing within thirty (30) days of becoming eligible for membership of the person in whose name the Voting Membership should be issued.
- (c) If the Voting Membership is passed under the estate of a deceased Member to someone other than the spouse of the Voting Member, the person designated as the Voting Member shall notify the Resort in writing of the Persons entitled to Associate Membership. Privileges shall be limited to the spouse and children of the designated Voting Member. If the Voting Membership is passed under the estate of a deceased Member to someone other than the spouse of the Voting Member, the person designated as the Voting Member shall notify the Resort in writing within sixty (60) days of becoming the Voting Member, of the persons entitled to Associate Membership as a result of his or her Voting Membership in the Resort. Those entitled to Associate Memberships privileges shall be limited to the children of the designated Voting Member.

Section 3. Associate Members.

- (a) Children of a Voting Member in good standing regardless of age and marital status, shall be Associate Members.
- (b) Upon becoming a Voting Member each Voting Member shall notify the Resort in writing of the persons entitled to Associate Membership as a result of the Voting Membership in the Resort, and the Voting Member shall notify the Resort in writing of any subsequent changes that may occur from time to time. No person who is entitled to an Associate Membership in the Resort shall be entitled to the privileges of Associate Membership until the Resort receives the written notification as provided herein.
- (c) Associate Members shall not have the right to vote or be given notice of any regular or special meeting of Members. Associate Members shall not be required to pay dues, but shall be entitled, to enjoy all other privileges of Membership, so long as the Voting Membership giving rise to such Associate Membership is in good standing subject however, to their observance of all provisions in the Bylaws, the Restrictive Covenants, or duly adopted rules and regulations and their amendments governing the conduct of Members and their guests.
- (d) Associate Memberships shall cease automatically upon termination or suspension of the Voting Membership status giving rise to such Associate Membership; provided, however, if a suspended Voting Membership is reinstated, the derivative Associate Membership shall be similarly reinstated.

Section 4. Privileges. Voting Members, Associate Members, and the guests of each, whom have been checked in by the Member or Associate Member (Member or Associate Member will be present to establish the Guest Rate), shall have the use of the roads, parks and recreational facilities of the Resort subject to the Restrictive Covenants and such other rules and regulations and their amendments governing the use of any other property, roads, parks and recreational facilities, or other property or facilities as may, from time to time, be approved by the Board of Directors and adopted by Members of the Resort.

Section 5. Termination of Voting Membership. Voting Membership of any Member of the Resort shall terminate when a Member:

- (a) Transfers his or her Membership;

- (b) Defaults in the payments provided for in his or her Membership Contract with the Resort, if any;
- (c) Fails to pay his or her dues or assessments as provided in Section 6 (a) of this ARTICLE V;
- (d) Has committed a violation of the Bylaws, the Articles of Incorporation or the Restrictive Covenants resulting in suspension of his or her Membership privileges and such Membership has not been reinstated within six (6) months of such suspension.
- (e) Reinstatement of Voting Membership shall be with Board of Directors approval.

Termination of a Voting Membership shall constitute a forfeiture, abandonment, surrender, release, and relinquishment of all interest of such terminated Voting Member and the Associate Memberships connected with the Voting Membership in and to the Resort and its Property, and such terminated Voting Member and Associate Members shall thereafter have no right associated with the Membership.

#### Section 6. Dues, Taxes and Assessments.

- (a) Dues for all Voting Members, effective July 1, 2018, shall be set by the board and subject to approval of a majority of the voting members present in person at any annual or special meeting. In no event will any member's dues be increased without increasing the dues the same amount of all members. The annual dues amount will be posted in the office. Dues are to be paid in four quarterly payments. Dues shall be used for the operation, improvements, maintenance, acquisition of property, loan repayment, capital improvements, and expenses of the Resort as provided in the Restrictive Covenants.
- (b) The Resort shall pay all taxes and assessments, if any, which may be levied by any governmental authority upon the Property; provided, however, in the event there are not sufficient funds in the Resort to pay for the same, the Resort shall immediately upon receipt of the statement for such taxes or assessments assess each Member for his or her proportionate share of such taxes and assessments that the Resort is unable to pay. Such assessments shall be due and payable thirty (30) days after notice of such assessment is forwarded to each Voting Member at his or her address as the same appears in the records of the Resort.

- (c) Whenever a Voting Member shall fail to pay his or her dues, fees or assessments within thirty (30) days after they are due, the Member shall be notified in writing by the Resort that, if such dues, fees or assessments are not timely paid, the Member shall be deemed a delinquent Member, and the Resort shall deny use of the Resort until all monies owed the resort are payed. After (30) days as a delinquent member, the voting rights of the Member will be removed.
- (d) Upon certification by the Treasurer of the Board of Directors of the Resort that a Voting Member is so delinquent, the Board of Directors by a majority vote, may suspend such Member from Membership in the Resort. Any Voting Member so suspended shall not be entitled to vote, use Resort facilities, participate in Resort affairs, or be a member of the Board of Directors. The Membership of any Member suspended for a period of six (6) months shall be automatically terminated, and once the Membership is terminated, the Resort may sell the Membership or the Board of Directors may authorize the sale of the Membership through contracts with independent contractors.
- (e) Upon certification by the Treasurer to the Board of Directors that a suspended Member has cured his or her delinquency by paying all delinquent dues and assessments, such Member shall be automatically reinstated to Membership in the Resort on the date of such certification. Upon such reinstatement, the Voting Member shall be entitled to all rights and privileges of Resort Membership, except he or she shall not be entitled to regain his or her previous office held prior to the suspension unless re-elected in accordance with the applicable provisions of these Bylaws.

## ARTICLE VI. Membership Meetings.

Section 1. Annual Meetings. Commencing with the year 2007, the Resort shall hold an annual meeting on the second Saturday of June of each year at 1:00 p.m. or on such other dates as may be fixed by the Board of Directors. Such annual meeting shall be for the purpose of Transaction of any business within the powers of the Resort. Any business of the Resort may be transacted at an annual meeting that is on the published agenda. Agenda must be mailed with the ballots. Failure to hold an annual meeting shall not, however, invalidate the corporate acts. The annual meeting shall be held on the Property of the Resort located in Delaware County, Oklahoma.

Section 2. Special Meetings. Special meetings of the Members may be called by the President, by a majority of the Board of Directors, or by the written request of a majority of the Voting Members.

Section 3. Notice. Ten (10) days prior to the date of any meeting of the Membership, the Secretary shall give each Member written notice by mail. For those members who have given permission to Pine Island RV Resort to receive such notices by electronic mail (e-mail), the written notice may be given by this method. Such notice shall be deemed to be delivered when deposited in the United States Mail or when the electronic mail (e-mail) record indicates the notice was successfully sent. Said notice shall state the time and in the case of a special meeting, the purpose or purposes for which the meeting is called. All meetings will be held at Pine Island RV Resort.

Section 4. Adjournment. Any meeting of the membership, annual or special, may adjourn from time to time to reconvene at the same place, and no notice need be given such adjourned meeting other than by announcement.

Section 5. Quorum. A quorum shall consist of the eligible Voting Members in attendance at the meeting in person. The approval of a majority of the Voting Members present at the meeting in person shall be necessary for the adoption of any matter voted upon by the Members. Only items on the published agenda may be voted on.

Section 6. Waiver of Notice. A member may waive any notice required by these Bylaws by signing a waiver of notice before or after the time of such meeting and such waiver shall be deemed equivalent to the giving of the required notice. Attendance of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business being conducted because the meeting is not lawfully called or convened.

Section 7. Ballot. A member shall vote by ballot, ballots must be received by the Secretary forty-eight (48) hours prior to the start of the meeting at which they are to be counted. Where directors are to be elected by members, such election shall be conducted by mail.

Section 8. Voting. Effective July 1, 2005. Each Voting Member of the Resort shall be entitled to a vote for each Membership he or she owns except that in all elections for Directors, every Member entitled to vote shall have a number of votes equal to his or her regular number of votes multiplied by the number of Directors to be elected. The Member will distribute his/her allotted votes among the candidates but will not be allowed to cumulate all his/her allotted votes on one candidate. (Example: If there are several candidates running for two (2) Director's positions each Membership entitled to vote will be allotted two (2) votes and may apply these two (2) votes to two (2) different candidates but may not apply both votes to one (1) candidate.

Section 9. Closing of Membership Books or Fixing of Record Date. The Board of Directors shall have the power to close the membership books of the Resort for a period, not to exceed fifty (50) days preceding the date of any meeting of the Members; provided, however, that in lieu of closing the membership books, the Board of Directors may fix, in advance, a date not exceeding fifty (50) days preceding the date of any meeting of the Members, as a record date for the determination of the Members entitled to receive notice and vote at any such meeting and any adjournment thereof. Members of record on the date of closing of the membership books or on the record date so fixed shall be entitled to receive notice of and to vote at such meeting and any adjournment thereof. If the Board of Directors shall not have closed the membership books or set a record date for the determination of the Members of the Resort entitled to vote as herein provided, the record date for such determination of Members so entitled to vote shall be the date of such notice of the meeting is mailed to the Members.

Section 10. List of Voters. A complete list of all Members entitled to vote at any annual or special meeting shall be compiled at least ten (10) days before such meeting by the officer or agent having charge of the membership books of the Resort. Such list shall be compiled in alphabetical order with the address of each Member shown thereon. The list shall be kept on file at the office of the Resort for a period of at least ten (10) days prior to such meeting, and shall be opened for inspection by any Member for such period during usual business hours. Such list shall also be present at the time and place of the meeting and shall be subject to the inspection of any Member during this meeting. The original Membership record, or a duplicate thereof kept in this state, shall be prima facie evidence as to the Members entitled to examine such list or membership book, or to vote at any meeting of the Members. Failure to comply with the requirements of this Section shall not affect the validity of any action taken at such meeting.

At times other than the above stated inspection periods, the membership list shall not be public property or be accessible to anyone other than the Board of Directors of the Resort.

Section 11. Transferability. Membership in the Resort shall be transferred when the Park Manager is notified of such change in ownership. No endorsement of the Membership Certificate is required since the seller's Membership terminates on such sale or transfer and Membership is automatic to the purchaser or transferee thereof; however, such purchaser or transferee shall immediately submit proof of the purchase or transfer of such Membership in the Resort upon the closing of the sale or completion of the transfer thereof. Such new Member shall pay the Resort the sum of TWENTY-FIVE AND NO/100THS DOLLARS (\$25.00) for making the appropriate entries of change of the Membership in its records.

Any Member may transfer his or her Membership back to the Resort if such transfer is approved by the Board of Directors. Should the transfer be approved, a



transfer fee shall not be required to be paid, and the Membership may then be sold by the Resort to a new Member or the Board of Directors may authorize the Membership to be sold through contracts with independent contractors.

## ARTICLE VII. Board of Directors.

Section 1. Powers. The business and affairs of the Resort shall be directed by its Board of Directors, all of whom shall be Voting Members in good standing with the Resort. The Board of Directors may exercise all of the powers of the Resort (including the establishment of rules and regulations for the fair operation of the Resort for the benefit of all Members), except such as are by statute, charter, or these Bylaws specifically preserved to the Voting Membership only.

Section 2. Number of Directors. The number of Directors of the Resort shall be seven (7).

Section 3. Election of Directors. Beginning with the 1995 annual meeting of the Members, the Members shall elect two (2) Directors to hold office for a one (1) year term, two (2) Directors to hold office for a three (3) year term. Thereafter, all succeeding elections for Directors shall be elected for the expiring terms, and the elected Directors shall hold office for a three (3) year term or until their successors are elected and qualified. No director will serve more than two consecutive terms. After one (1) year off the board, he may be re-elected. A new Member must be a member for at least six (6) months before running for office. All board members, beginning with the 2021 Board, shall within thirty (30) days of being duly elected or appointed, undergo a criminal background check. If an individual board member has been charged with crimes involving misuse of funds, exploitation, fraud, a breach of fiduciary trust, crimes against minors, or crimes against the elderly; they will be immediately removed from office. If requested by the individual Board Member being removed, the Board reserves the right to review each incident individually. Board Replacement to be governed by Article VIII. Officers, Section 2 Vacancy.

Section 4. Vacancy. Any vacancy occurring in the Board of Directors to be filled by reason of an increase in the number of Directors or for any other reason except the reduction of the number of Directors shall be determined by the majority of the remaining or existing Directors within thirty (30) days after such increase or vacancy occurs. A Director so elected shall hold office until the end of the term to which he or she is appointed or until his or her successor shall have been elected and qualified.

Section 5. Annual Meeting. An annual meeting of the Board of Directors shall be held immediately after the Members' annual meeting.

Section 6. Meetings. Regular and special meetings of the Board of Directors may be called at any time by the President or by the majority of the Directors in writing, with or without a meeting, and shall be held on such date as may be designated by the Board of Directors. Meetings may also be held by conference telephone call or other electronic methods such as email and computer/video conferencing. All Board of Directors meetings held in person will be held at Pine Island RV Resort. The Board of Directors shall keep minutes of its meetings and distribute copies of summaries of the meetings to Voting Members upon request.

Section 7. Notice. Not less than five (5) days before the date of any regular or special meeting of the Board of Directors, the Secretary shall give to each Director written notice stating the time of the meeting, either personally or by mail. If the notice is mailed, it shall be deemed to be delivered when deposited in the United States Mail addressed to the Director at his or her address as it appears on the record of the Resort with postage thereon prepaid. Neither the transaction of business nor the purpose of any regular or special meeting of the Board of Directors need be specified in the notice of such meeting.

#### **BOARD MEMBER CODE OF ETHICS**

- 1. Represent the interests of all the members of the Park, and not for a special interest inside or outside of the Park.**
- 2. Keep confidential information confidential.**
- 3. Not use my service on the Board for my own personal advantage or for the advantage of friends or associates.**
- 4. Respect and support the majority decisions of the Board.**
- 5. Approach all Board issues with an open mind, prepared to make the best decisions for everyone involved.**
- 6. Do nothing to violate the trust of those who elected or appointed me to the Board, or of those we serve.**
- 7. Focus my efforts on the issues of the Park and not on my personal goals.**
- 8. Never exercise authority as a Board member, except when acting in a meeting with the full Board or as delegated by the Board.**
- 9. Consider myself as a “trustee” of the organization, do my best to ensure that it is well maintained, financially secure, growing and always operating, in the best interests of the Resort membership.**

Section 8. Waiver of Notice. Any notice required by these Bylaws may be waived by the Director entitled to the notice by signing a waiver of notice before or after the time of such meeting and such waivers shall be deemed equivalent to the giving of such notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 9. Quorum. A majority of the entire Board of Directors shall constitute a quorum for the transaction of business. Except in cases in which it is by statute, by the Articles of Incorporation, or by the Bylaws otherwise provided, the vote of a majority of such quorum at a duly constituted meeting shall be sufficient to elect and pass any measure. In the absence of a quorum, the Secretary shall be directed to send notice as herein provided of another meeting.

Section 10. Removal. The entire Board of Directors may be removed, with cause, by a vote of a majority of the Members of the Resort then entitled to vote at any election of Directors who are present at such annual or special meeting in person. If less than the entire Board is to be removed, no one of the Directors may be removed if the votes cast against his or her removal would be sufficient to elect him or her if then cumulatively voted in an election of the entire Board of Directors.

Section 11. Indemnification. The Board of Directors may authorize the Resort to pay expenses incurred by, or to satisfy a judgment or fine rendered or levied against a present or former Director or officer of the Resort in an action brought by a third party against such person (whether or not the Resort is joined as a party defendant) to impose a person while a Director or officer, or by the Resort, or by both; provided the Board of Directors determines in good faith that such Director or officer was acting in good faith in what he or she reasonably believed to be the best interest of the Resort or its Members. Payments authorized therein include amounts paid and expenses incurred in settling any such action or threatened action. These provisions shall not apply to any action instituted or maintained in the name of the Resort by a Member. The indemnification authorized pursuant hereto is in addition to any indemnification rights or remedies provided for corporate Directors or officers by law.

Section 12. Attendance. The Board of Directors will meet Monthly. A Member of the Board of Directors must attend at least 3/4 (9 of 12) of the monthly meetings. If any Director is absent more than 1/4 (3 of 12) of the meetings or 2 consecutive meetings, said Director will automatically be dismissed from the Board and the remaining Board Members will elect a replacement as outlined in Section 4, Vacancy, of this Article above. In case of a medical condition, a Director may request a Leave of Absence from the Board in writing for a period of 3 months up to 1 year. If the leave is granted by the other Board Members, they will appoint a substitute Director for this time period only. Remote attendance via any available technology of the time will be permitted for attendance.

Section 13. Conflict of Interest. Pine Island Board Members and employees are obligated to always act in the best interest of the organization. This obligation requires that any Board Member or employee, in the performance of Pine Island duties, seek only the furtherance of the Pine Island mission. At all times, Board Members and employees are prohibited from using their job title, the

organization's name or property, for private profit or benefit. This policy shall be reviewed annually by each member or the Board of Directors. Any changes to the policy shall be submitted to the membership for approval. All members of the Board of Directors and all employees involved in financial decisions will sign annually a conflict of interest agreement. Employees of Pine Island who are also members of Pine Island cannot serve on the Board of Directors while employed in any part-time or full-time position. Additionally, the spouse/significant other of a Pine Island employee cannot serve on the Board of Directors during the employees' employment with Pine Island (This does not preclude employee/members from seeking a position on the board while employed. They must resign their position with Pine Island prior to beginning their term if selected to the Board). The Board Members, officers, employees, or agents of Pine Island should neither solicit nor accept gratuities, favors, or anything of monetary value from contractors/vendors. This does not preclude the acceptance of items of nominal or insignificant value or entertainment of nominal or insignificant value which are not related to any particular transaction or activity. No officer, Board Member, employee, or agent of Pine Island shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his or her knowledge, any of the following has a financial interest in that purchase or contract: 1. The officer, employee, or agent; 2. Any member of their immediate family; 3. Their partner; 4. An organization in which any of the above is an officer, director, or employee; 5. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment. **Disclosure**-Any possible conflict of interest shall be disclosed by the person or persons concerned. **Board Action**-When a conflict of interest is relevant to a matter requiring action by the Board, the interested person(s) shall call it to the attention of the Board and said person(s) shall not vote on the matter. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall retire from the room during the vote of the Board of Directors. When there is a doubt as to whether a conflict exists, the matter shall be resolved by vote of the Board, excluding the person(s) concerning whose situation the doubt has arisen. Additionally, staff needs to remove themselves from any conversations, decisions or meetings where a conflict of interest may exist. This means abstaining from influencing a decision on issues that have been identified as presenting a conflict of interest, removing oneself from the room or meeting where there is discussion that may benefit the individual, his family, business, etc. **Record of Conflict**-The official minutes of the Board of Directors shall reflect that the conflict of interest was disclosed and the interested person(s) was (were) not present during the final discussion or vote and did not vote on the matter.

## ARTICLE VIII. Officers.

Section 1. Executive Officers. The Board of Directors shall elect from among the Members on the Board, a President, Vice-President, Secretary and Treasurer, and any other officers as shall be deemed necessary to carry out the affairs and business of the Resort. Each such officer shall hold office until the first meeting of the Board of Directors after the annual meeting of the Member's next succeeding his or her election, or until his or her successor shall have been duly elected and qualified. Any two or more offices may be held by the same person except the offices of President and Secretary.

Section 2. Vacancy. Any vacancy in any of the above offices shall be filled for the unexpired portion of the term by a majority vote of the Board of Directors within thirty (30) days after such vacancy occurs. When a Board Member resigns he/she should be replaced by the next in line from the annual ballot tallies. If her/she declines, then the next in line should be used. If all have been exhausted, the Board would then appoint someone. For the purpose of this Section, the resignation, death, transfer or removal by suspension or otherwise of any person holding office shall be deemed a vacancy.

Section 3. President. The President shall preside at all meetings of the Members or of the Board of Directors at which he or she shall be present. He or she, along with other board members, shall have general charge and direction of the business of the Resort. He or she shall perform all duties incident to the office of President of a corporation, and such other duties, as from time to time may be assigned to him or her by the Board of Directors. He or she shall be an ex officio member of all committees.

Section 4. Vice-President. The Vice-President, at the request of the President, or in his or her absence, or during his or her inability to act, shall perform the duties and exercise the function of the President, and when so acting shall have the powers of the President. The Vice-President shall have such other powers and shall perform such other duties as may be assigned to him or her by the Board of Directors or the President.

Section 5. Secretary. The Secretary shall keep the minutes of the meetings of the Members and the Board of Directors in books provided for that purpose, and shall distribute the same to the Membership as required. He or she shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law. He or she shall be custodian of the records of the Resort and in general shall perform all duties incident to the office of the Secretary of a corporation and such other duties as, from time to time, may be assigned to him or her by the Board of Directors or by the President.

Section 6. Treasurer. The Treasurer shall have charge of and will be responsible for all funds, receipts and disbursements of the Resort, and shall deposit in the name of the Resort all moneys or other valuable effects in such banks or other depositories as shall, from time to time, be selected by the Board of Directors. He or she shall render to the President and to the Board of Directors and to the Membership, whenever requested, an account of the financial condition of the Resort and, in general, he or she shall perform all duties incident to the office of a Treasurer of a corporation and such other duties as may be assigned to him or her by the Board of Directors or by the President.

Section 7. Subordinate Officers. The Board of Directors may, from time to time, appoint such subordinate officers as it may deem desirable. Each such officer shall hold office for such period and shall perform such duties as the Board of Directors or the President may prescribe. The Board of Directors may, from time to time, authorize any committee or officer to appoint and remove subordinate officers and prescribe the duties thereof.

Section 8. Removal. Any officer elected or appointed may be removed by the Board of Directors, with or without cause; provided, however, the removal of the officer shall be without prejudice to the contract rights, if any, of the officer so removed.

#### ARTICLE IX. Compensation.

Section 1. Directors. Directors, as such, shall not receive a stated salary for their services, but, by resolution of the Board of Directors, may be allowed a reasonable sum for the expenses of attendance, if any, for their attendance at any meeting of the Board of Directors.

Section 2. Officers. The officers of the Resort shall receive such compensation as may be fixed by resolution of the Board of Directors.

#### ARTICLE X. Certificates of Membership and Their Transfer.

Section 1. Certificate of Voting Membership. The Board of Directors shall prescribe the form of the certificate of Voting Membership of the Resort and identification cards for Voting and Associate Members. The certificates shall be signed by the President or Vice-President and by the Secretary or Treasurer, and shall be sealed with the seal of the Resort and shall be numbered consecutively. The name of the owner of the Membership and the date of issue shall be recorded on the books of the Resort.

Section 2. Membership Books. Membership books shall be maintained under the direction of the Secretary, showing the ownership and termination of all Memberships in the Resort.

ARTICLE XI. Bond.

The Board of Directors, by resolution, may require the officers and agents of the Resort, or any of them, to give bond to the Resort in sufficient amount and with sufficient surety, to secure the faithful performance of their duties, and to comply as such require; provided, however, the cost of any such bond so required shall be paid by the Resort.

ARTICLE XII. Fiscal Year.

The fiscal year of the Resort shall be for a twelve (12) month period as the Board of Directors shall determine.

ARTICLE XIII. Seal.

The seal of the Resort shall be in the form of a circle and shall have inscribed thereon the name of the Resort and the words "Corporate Seal" and "Oklahoma."

ARTICLE XIV. Contracts, Loans, Checks, and Deposit.

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Resort to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Resort, and such authority may be general or confined to specific instances subject to terms or conditions contained in the Bylaws or herein.

Section 2. Borrowing. The Resort shall borrow money or become obligated as a co-maker only upon approval of the Board of Directors, and no Member, officer or Director of the Resort, individually or as a group, shall have the authority to cause the Resort to borrow any funds or to become a co-maker without approval by the Board of Directors. The Resort shall not make any loans to any Member, officer or Director either individually or as a group.

Section 3. Deposits, Checks, Drafts, Etc. All funds of the Resort shall be deposited, from time to time, to the credit of the Resort in such banks, savings and loan associations or other depositories as the Board of Directors may select and no disbursements of the funds shall be made unless the same shall have been

approved, authorized and ordered by the Board of Directors. All disbursements shall be made by check and all checks, drafts, and orders for the payment of money, notes and other evidences of indebtedness, issued in the name of the Resort, shall, unless otherwise provided by resolution of the Board of Directors, be signed by a designated person who shall be bonded to the extent, if any, deemed necessary by the Board of Directors.

Section 4. Annual Financial Reports. As the Board of Directors deems advisable, there shall be prepared annually by an independent auditor, a full and correct statement of the financial affairs of the Resort, including a balance sheet and a financial statement of operations for the preceding fiscal year. The statement of the financial affairs of the Resort shall be submitted to the Voting Members at the annual meeting of the Members.

Section 5. Annual Corporate Report. The Secretary of the Resort shall cause to be prepared and filed annually any corporate reports required by the laws of the State of Oklahoma for a not-for-profit corporation.

Section 6. Annual Tax Returns. The Treasurer of the Resort shall cause to be prepared and filed annually any federal, state or local tax returns required for not-for-profit corporations.

Section 7. Committees. The Board of Directors shall authorize and define the powers and duties of all committees. All committees so authorized shall be appointed by the President, subject to confirmation by the Board of Directors.

Section 8. Insurance. The Board of Directors shall determine, from time to time, what insurance the Resort should purchase. The decision to purchase insurance and the type of insurance coverage needed will be determined by the Board of Directors.

Section 9. Budget. There shall be prepared annually with the commencement of each new fiscal year, an annual operational and promotional budget, which shall be presented to the Members at the annual meeting. This budget shall govern the financial affairs of the Resort for that fiscal year.

#### ARTICLE XV. Miscellaneous.

No part of the net earnings of the Resort shall inure to the benefit of, or be distributed to its Members, officers or other private persons, except that the Resort shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance and for the purposes set forth in Article II hereof. Notwithstanding any other provisions of these Bylaws, the Resort shall not carry on any activity not permitted to be carried



on by a corporation exempt from federal income tax under Section 501c (7) of the Internal Revenue Code of 1986, as amended, or any corresponding provisions of any future federal tax code.

The Resort may establish rules and regulations governing the conduct of the Members and the use of the Property. Any Member who violates these Bylaws, the Articles of Incorporation or duly adopted Rules and Regulations may have his or her Membership privileges suspended for such periods as may be provided by the Resort. Any repeated violations of such Bylaws, Articles of Incorporation, or any duly adopted rules and regulations may, as the Board of Directors of the Resort shall determine, result in suspension of the Membership which shall cause termination in accordance with Article VII of the Restrictive Covenants if such suspension is not lifted within six (6) months of the imposition.

ARTICLE XVI. Declaration of Restrictive Covenants of Pine Island RV Resort, INC.

The provisions of the Declaration of Restrictive Covenants of PINE ISLAND RV RESORT, INC. are hereby incorporated herein by reference. In the event of a conflict between the provisions of the Restrictive Covenants and these Bylaws, the provisions of the Restrictive Covenants shall prevail.

ADOPTED this 9th day of June, 2018

PINE ISLAND RV RESORT, INC.



By: \_\_\_\_\_  
Richard Eckler, President

ATTEST:



\_\_\_\_\_  
Amy Davis, Secretary

(SEAL)



(Administrative Guidelines for Managing the Resort)

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BYLAWS OF PINE ISLAND RV RESORT, INC.

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