

The Bylaws of The WV Blackhills Free Methodist Camp Association

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ARTICLE I NAME, ADDRESS, AND PURPOSE

- 1.1 These are the Bylaws of "The WV Blackhills Free Methodist Camp Association" (Camp Association or Camp) a nonprofit association formed under the laws of the State of West Virginia.
- 1.2 The Camp is located in Taylor County, West Virginia. The Camp's office shall be deemed to be the home address of the secretary of the Camp Association.
- 1.3 The purpose or purposes for which said association is formed are: to proclaim the gospel of Jesus Christ and His Holiness, to invite all persons to receive the forgiveness of sins through the blood of Jesus Christ, and to receive entire sanctification through the power of the Holy Spirit, religious, charitable, benevolent and educational and including but not limited to the following: To conduct religious services, to cultivate fellowship among its members to assist in improving and ameliorating the moral and social conditions of humanity; to purchase, own, sell, mortgage, manage, maintain, lease or dispose of real and personal property as may be necessary and desirable for the following purposes: to receive donations; to receive, manage, take, hold or dispose of real and personal property by gift, grant, devise or bequest and to do any and all things necessary, convenient and incidental thereto.
- 1.4 The ecclesiastical affairs of the association shall be subject to the rules, regulations, doctrines and Discipline of the Free Methodist Church of North America, as from time to time adopted by the General Conference of the Free Methodist Church of North America, insofar as the same do not contravene or conflict with the laws of the State of West Virginia and the secular affairs of the association shall be managed by the Camp Council.

ARTICLE II PARLIAMENTARY PROCEDURE

- 2.1 Robert's Rules of Order in the latest edition is the guide to parliamentary procedure for business meetings of the Camp.
- 2.2 The quorum for a meeting of Members is at least 20 Members.
- 2.3 The Chairperson shall appoint a parliamentarian to provide procedural counsel to the Chairperson, when requested.

ARTICLE III MEMBERSHIP

- 3.1 All Adult members in full relationship comprising what is known as the West Virginia Conference of the Free Methodist Church, as of the date of association formation, shall constitute the charter membership of this association, and hereafter membership in the Association shall be comprised of those persons who are members in full relationship of a member church of the Association. New members joining these churches

automatically become members of the association. Newly formed Free Methodist Churches, within the geographical boundaries of the current WV Conference, will be automatically admitted as Association members. Other Free Methodist churches, upon request, may be received by a 2/3 vote of the Association.

- 3.2 To lease property at the Camp, except as provided in Article 3.3, the individual must be at least 18 years old, and a member of the Free Methodist Church (FMC) for the two (2) years immediately before the purchase or lease. Such lessees must agree to and sign all documents required by the Camp, and agree to all Camp Rules and Regulations.
- 3.3 As an exception to Article 3.2, the two-year requirement of membership in the FMC may be waived, on written request to the Camp Council of the Association, by a lessee who previously was an adult member of the FMC for at least five (5) years and is currently a member of the FMC, or by a lessee who is a member of a church that holds a faith similar to that of the FMC, or subject to the complete discretion of the Camp Council. Such lessees must agree to and sign all documents required by the Camp, and agree to all Camp Rules and Regulations.

ARTICLE IV BUSINESS MEETINGS OF MEMBERS

- 4.1 The order of business at meetings of Members is:
 - (a) Prayer
 - (b) Roll Call (May be via sign-up sheets)
 - (c) Proof of notice of meeting or waiver thereof
 - (d) Reading, correction, and approval of preceding minutes
 - (e) Election voting (if an election meeting)
 - (f) Reports of officers
 - (g) Reports of committees
 - (h) Old business
 - (i) New business
 - (j) Adjournment
 - (k) Announcements
 - (l) Dismissal
- 4.2 Each motion that has a substantial budgetary impact, as defined by Camp Council, shall have been presented in writing to the Camp Council at least fourteen (14) days earlier, before it may be voted upon by Members.
- 4.3 To override a decision or reversible action of the Camp Council, a 3/4 vote of those Members present and voting is required, after a twenty-one (21)

day notice of specific intent to override is delivered to the Camp Council. This override procedure is not available for emergency decisions nor for routine operations that have been budgeted.

- 4.4 Minutes of each meeting of the Members and of the Camp Council shall be delivered to each member FMC and/or posted on the Association's website. A corrected copy of these Minutes for the most recent three (3) years shall be duplicated by the Secretary and kept available for inspection by Members when requested. Archival documents of the Camp, including corrected minutes, shall be kept by the Secretary in a locked file at a location approved by the Camp Council for at least seven (7) years.

ARTICLE V SPECIAL MEETINGS OF MEMBERS

- 5.1 A special meeting of Members, for a stated purpose, may be called by the Chairperson or Secretary, or upon written request of twelve (12) association members, delivered to the Chairperson.
- 5.2 A 14-day notice, delivered in writing to each member FMC, must be given in advance of any special meeting.

ARTICLE VI ANNUAL MEETING

- 6.1 The Annual Meeting of Members (Annual Meeting) shall be held during annual family camp. This meeting shall be held at Blackhills Camp unless the Council determines that the meeting should be held elsewhere. At the Annual Meeting, Officers and Committees shall be elected and reports of Camp business shall be presented and considered.

ARTICLE VII ELECTIONS & VOTING

- 7.1 Members may vote if and only if they are present at the meeting.
- 7.2 Before the Annual Meeting, the Chairperson shall appoint four (4) Members as Tellers who shall be divided into two groups with a Head Teller designated by the Chairperson for each group.
- 7.3 After a slate of nominees is presented by the Nominating Committee (NC), nominations shall be invited from the floor.
- 7.4 Before making any nomination, the Member desiring to do so must consult with the potential nominee to determine that the potential nominee is willing to serve if elected.
- 7.5 The Camp Association may opt to hold elections by paper ballot or by voice vote for any election, unless state law prescribes a certain method.
- 7.6 If more than the allowed number of votes is cast in a ballot by a Member,

that Member's complete ballot is void and not counted by the Tellers.

- 7.7 The Tellers shall count the ballots and promptly report the full results in writing to the Chairperson, who shall announce all election results. Tellers are to deliver counted ballots to the Secretary for preservation for a 13--month archival period.

ARTICLE VIII COMMITTEES

- 8.1 At each Annual meeting of Members, a standing Nominating Committee (NC) of three (3) Members shall be elected by ballot. Members will make nominations for the NC from the floor. These nominees must be members of the FMC. They may not serve more than three (3) years consecutively. The three (3) candidates receiving the three (3) greatest numbers of votes shall be elected. They shall begin to serve at the conclusion of the annual meeting and shall serve until replaced. Subsequent NC vacancies, as certified by the Camp Council Secretary, shall be filled by a majority vote of the Camp Council for the unexpired term.
- 8.2 The standing Audit Committee (AC) shall consist of two (2) Members elected at the Annual meeting to two-year staggered terms. It shall conduct or supervise an annual audit of Camp funds and report the results at the Annual meeting.
- 8.3 The Camp Association shall establish committees as needed. The number of committee members shall also be determined by the Camp Association. Once a committee has been established, the Nominating Committee shall submit nominations for such committee to the Camp Association. Nominations may be submitted for election to the Camp Council if it is determined that the Committee is necessary before the next scheduled Annual Camp Association meeting.
- 8.4 Other than members of the Nominating Committee, membership in the Camp Association is not a requirement for nomination and/or election to a committee. However, at least one committee member must be a member of the Camp Association per article 8.5.
- 8.5 The committees, at an organizational meeting as soon as practical after committee elections, shall elect Committee Chairpersons. Committee Chairpersons shall be a member of the Camp Association.
- 8.6 A standing committee will be that of Trustees. This committee shall consist of 5 members, nominated by the NC, and elected to two year staggered terms.

ARTICLE IX AMENDING THESE BYLAWS

- 9.1 The "By-laws" may be revised or amended with thirty (30) day prior notice

of such revision or amendment at the annual meeting by a 2/3 vote of those present and voting, except that Articles 1.3 and 1.4, relating to "Purposes of Association" and "Ecclesiastical Affairs" shall require approval of the Free Methodist Conference Board of Administration or the Free Methodist Annual Conference to which the Camp is within the boundaries of.

ARTICLE X CAMP COUNCIL, ASSOCIATION OFFICERS, & TRUSTEES

- 10.1 The business and legal affairs of the Camp shall be conducted, and authority for the Camp shall be exercised, by or under the authority of the Camp Council (Council), unless the Camp's Bylaws require otherwise.
- 10.2 The Camp Association recognizes and submits to that language in the granting deed of the real property of the physical camp to the Trustees of the Fairmont District of the Free Methodist Church, dated the 21st day of August, 1939, of record in the office of the Clerk of the County Commission of Taylor county in Deed Book 84, page 394, which states: "...and unto their successors in office so long as the real estate hereinafter conveyed is used by them for religious and educational purposes in accordance with the customs and usages of the church for which they are trustees...", said Camp Association Trustees, by authority of the appropriate Conference Trustees, will be the Trustees holding or managing said real property, all holding in trust for the benefit of the Free Methodist Church of North America per its Discipline which is deferred to by the law of West Virginia; Therefore, all maintenance, managing, operating, improving, running of camps and activities by the WV Blackhills Free Methodist Camp Association, any of its committees, or its Camp Council, in, upon, through or to the land obtained by said Trustees by virtue of said deed is done in conformity with said deed language and on behalf of said Trustees.
- 10.3 A quorum of the Council shall be a majority of the Council present physically or by real-time electronic means. If a quorum is not present at the beginning of a meeting, it may be adjourned by the vote of a majority of those present, to a specified date, at least three (3) days later, at which time those present shall constitute a quorum.
- 10.4 Council members shall be the Chairperson of each elected Committee and the elected officers of the Camp Association. The Conference Superintendent shall be an ex-officio member of the Camp Council. Each Camp Council member or Officer shall hold office until a successor is elected, or until that Member or Officer resigns, is recalled, or is no longer a Member.
- 10.5 A vacancy on the Council shall exist upon (a) the death, or resignation, of any Council Member; (b) the failure of the Association to elect the fully authorized number of Committees or Officers at the Annual Meeting; or (c)

the recall of a Council Member or Officer.

- 10.6 A Council Member may be removed, without a stated cause, by a written vote of a majority of all of the remaining Council members. A Council Member may be removed by the Association Members after a petition to do so is signed during the previous 30 days by 30 Members and submitted to the Secretary, followed by a written vote of 2/3 of Members voting.
- 10.7 Any Council Member may resign at any time by giving written notice to the Chairperson, or the Secretary. The resignation takes effect at the time the notice is received unless a later time is specified in the notice.
- 10.8 A Council Member may participate in more than one committee, but may not be Chairperson of more than one committee.
- 10.9 A midterm vacancy on the Council may be filled by vote of a majority of the remaining Council Members. Each Council Member so designated shall serve until the next Annual Meeting.
- 10.10 The Council shall meet at least three times per calendar year with at least seven (7) days notice to each Council member in person or by mail, email, telephone, or telegram for each meeting, on dates set by the Chairperson.
- 10.11 The Chairperson may call special meetings of the Council on seven (7) days notice in person to each Council Member, or by mail, email, telephone, or telegram, stating the meeting's time, place, and purposes, or by the Chairperson or Secretary on similar notice by written request of any four (4) Council Members.
- 10.12 Waiver of notice of a meeting of the Council may be made, in writing, by a Council Member. Attendance by a Member at a Council meeting without specific objection by the Council Member is deemed waiver of notice.
- 10.13 A timely notice of the time and place of each meeting of the Council shall be issued by the Secretary. Anyone may attend Council meetings, without voice except on invitation of the Chairperson. Early in each regular meeting of the Council, Association Members, or guests, shall be invited to speak, each on a single issue, for two minutes, extendable by the Chairperson. However, non-council persons may not attend executive portions, i.e., those for which the Chairperson states that confidentiality is needed.
- 10.13 Council Members or Officers receive no compensation for their services as Council Members, and if retained to perform other specific services, this Member shall be reasonably compensated for such services only to the extent specifically authorized in advance by a two-thirds (2/3) majority vote of all of the other Council Members.
- 10.14 The following Officers shall be elected at the Association's Annual meeting to a two (2) year term:
 - (a) Chairperson: presides at all meetings of the Camp Association and Camp Council; appoints ad-hoc committees; with either the Secretary

or Treasurer signs all written contracts or other legal documents necessary to carry out the purposes of the Association.

- (b) Secretary: records and posts corrected and approved minutes of actions passed in meetings of Members and of the Council (Executive portions may not be posted.), is custodian of the official documents of the Camp, and sends notices and reports as specified herein and by law.
- (c) Treasurer: has charge of Camp funds and securities, and keeps written accounts and records of financial transactions, and is responsible for monies and valuables and supervises the assets in depositories utilized by the Camp. The Treasurer shall be bonded at Camp expense.

10.15 Executive Committee: At the first Council meeting after the Annual meeting, the Council shall elect from the Council by written ballot the following two, who along with the elected officers and the Chairperson of the Trustees and Conference Superintendent, will serve as the executive committee (XC) of the Camp Council. They shall hold office for one (1) year at the pleasure of the Council, subject to removal by a majority vote of the Council without a stated cause, and replaced when necessary, at the next meeting of the Council.

- (a) Vice-Chairperson: acts in place of the Chairperson when the Chairperson is absent or unable to act, and performs such other duties as the Council may specify. If the Chairperson and the Vice Chairperson are both unable to act, the Council shall appoint some other Council Member to act on an interim basis.

(b) Executive Member At Large

10.16 The Council shall establish Camp Rules and Regulations.

10.17 No gift or grant shall be accepted if it contains conditions, which would restrict or violate any of the Camp's religious, charitable, or educational purposes nor if it would require serving a private rather than a public interest, nor if it would be deemed to conflict with Article 1.3.

10.18 The Camp shall accept no designated gift or grant before the Council has agreed to the designated conditions.

10.19 A standing committee will be that of Trustees. This committee shall consist of 5 members, nominated by the NC

ARTICLE XI RIGHT TO OCCUPY PROPERTY

11.1 The Right to Occupy Property at Blackhills Camp must be submitted to the Chairperson or Secretary who shall forward all completed applications to the Council or its designee, for approval or disapproval. The 'right to occupy'; is a personal right only and does not imply

ownership in real property.

- 11.2 A completed and approved 'Right to Occupy Property at Blackhills Camp' form gives the holder the right to build and/or place approved structures on designated lot for the purpose of participating in Blackhills Camp Association sponsored events. The right to use said structure may be granted to others by the approved applicant only if the person or persons to whom that right is granted agrees to and abides by all rules and regulations of the Blackhills Camp.
- 11.3 A 'Right to Occupy Property at Blackhills Camp' only conveys the right to occupy said structure according to the camps Rules and Regulations.
- 11.4 A 'Right to Occupy Property at Blackhills Camp' can only be transferred to individuals who meet all requirements and must be approved by the Council.
- 11.5 The highest preference to grant a 'Right to Occupy Property at Blackhills Camp' will be given to Members of the Camp Association. The next preference to approve such application will be given to non Association Members who attend a FMC church and the third preference given to non Association Members who attend churches of like faith and who regularly attend Camp functions.
- 11.6 A 'Right to Occupy Property at Blackhills Camp' that is transferred to an individual who does not meet the requirements of Article 11.5 shall be disposed of within one (1) year in accordance with the agreement.
- 11.7 The 'Right to Occupy Property at Blackhills Camp' for a structure which is not occupied by the Application owner or their designee who meets the requirements of Article 11.5 for at least the majority of any major Camp function for any two (2) consecutive years, shall be made available, by the holder, for purchase by another individual who meets the requirements for approval. If the holder is unable to sell the 'right' or remove the structure within one (1) year, the 'right' and corresponding structure will be forfeited to the Camp Association who may reissue the 'Right to Occupy' to another or hold the 'right' as Camp Association property. If the 'right' is forfeited, any personal property remaining in the structure of the 'Right to Occupy' holder may be removed.
- 11.8 Cabins, dorms, and other structures, operated by the Camp Association, will be made available for lease to individuals or approved camps. The Camp Association will establish renting policies, rules and regulations for such property.
- 11.9 Assessments, Operating Fees, Lease and Usage Fees will be established by Camp Council and approved by the Association. Failure of payment for any 'Right to Occupy' or leaseholder shall be grounds for such right or lease to be surrendered to the Association without recourse. The holder shall have one (1) year to sell or remove the structure and satisfy the unpaid debt.

- 11.10 All late payments shall be assessed an additional charge, as published annually.
- 11.11 The possession of a 'Right to Occupy' or Lease for any Blackhills Camp property does not convey any rights of ownership in any Blackhills property.
- 11.12 Any 'Right to Occupy' holder or lessee cited for a violation of any Camp rule or regulation shall be issued a notice to correct said violation within thirty (30) days of the date of the issuance of the notice. If the holder or lessee fails to correct the violation within thirty (30) days of the issuance of the notice, the Council may terminate the rights of the holder or lessee in the premises. For structures, the Council may require the sale or removal of the structure. For leased camp association property, the Council may terminate the lease immediately.
- 11.12 Using the property for any purpose other than for Camp functions, unless otherwise permitted by the Council, may result in the termination of 'Right to Occupy' or lease.
- 11.13 No construction, external alteration, addition, or remodeling of any building may be started before obtaining written approval from the Camp Council.

ARTICLE XII INDEMNIFICATIONS AND ARBITRATION

- 12.1 The Camp Association may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, including all appeals (other than an action by or in the right of the Camp) by reason of the fact that the person is or was a Camp Council Member, Association member, officer, employee, Camp Director, camp worker, or agent of the Camp, against expenses, including reasonable and customary attorneys' fees, judgments, fines, and amounts paid in settlement reasonably incurred by him in connection with the action, suit, or proceeding; and provided that the person acted in good faith and in a manner he or she reasonably believed to be not opposed to the best interests of the Camp and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner that he reasonably believed to be in or not opposed to the best interests of the Camp and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful.
- 12.2 The indemnification provided by this Article shall be provided by insurance purchased by the Camp, both as to action of each person

seeking indemnification under this Article in that person's official capacity and as to action in another capacity while holding that office, and may continue as to a person who has ceased to be a Camp Council member, officer, employee, or agent and may inure to the benefit of the heirs, executors, and administrators of that person.

- 12.5 The Camp shall purchase and maintain insurance on behalf of any person who is or was a pastor, deacon, Camp Council member, officer, Association member, Camp Director, camp worker, employee, or agent of the Camp against any liability asserted against him and incurred by him in that capacity, or arising out of his status in that capacity, whether or not the Camp would have the power to indemnify him against liability under the provisions of this Article.
- 12.6 Believing that lawsuits between believers are contrary to Scripture, all Members shall agree to submit to binding arbitration any matters which cannot otherwise be resolved, and expressly waive any and all rights in law and equity to bringing any civil disagreement before a court of law, except that judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- 12.7 In the event of any dispute, claim, question, disagreement arising out of or relating to these Bylaws or any other Camp matter, the parties shall use their best efforts to settle such disputes, claims, questions, or disagreement as befits Christians. Accordingly, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests not to disgrace the name of Christ, seek to reach a just solution. If they do not reach such solution within sixty (60) days, then upon notice by either party to the other, disputes, claims, questions, or differences shall be finally settled according to the Free Methodist Book of Discipline.