

The following changes were made to the bylaws presented by the Trustees in April 2021 and are contained in the revised ones presented in August 2021:

Article IV, Section 1, Duties of Officers, President, the following was added:

“He/she shall be named on the KFG Club credit card only upon acceptance of the terms stated in the Trustees Resolution dated August 2, 2021 and summarized in Article XXII, Section 7 of these bylaws.”

Article XXII, Section 7, Miscellaneous, the following was added and the previous Section 7 was renamed Section 8:

“It is detrimental to the operation of the KFG Club and its finances when Officers and/or Trustees entrusted with the KFG Club credit card, bank account(s) or signatory authority abruptly cancel the KFG Club credit card and/or remove themselves from a KFG Club bank account or other financial instrument without allowing for a transition to another Officer/Trustee or notifying the Trustees of said cancellation/removal. Therefore, on 8/2/21 the Board of Trustees adopted the following resolution:

Be it resolved that the President of the KFG Club will be named on the KFG Club credit card only if he/she accepts the condition that they will not cancel the KFG Club credit card upon transition of their term until the individual taking over said term is so named on the card/account. They will work with that individual and the Treasurer to ensure a timely transition, which normally should occur by the next KFG Club monthly meeting unless circumstances require a longer transition period. If the President is unwilling to accept this condition of usage then the Vice President or another designee of the Board of Trustees will be delegated under the same terms. Trustees and/or Officers that are signatories or named on KFG Club bank accounts or other financial instruments will also be held to these transition conditions. During the transition period the former President, or the former person designated by the Board in the President’s place, will not have authority to use the KFG Club credit card and will not be held responsible for charges made by the new President/designee. Violations of these transition conditions will result in at a minimum an immediate 30 day suspension of the Officer/Trustee’s membership and in addition, they may be held responsible for the potential repayment of any fees/lost discounts associated with the violation. Exceptions to the transition conditions will be made for medical reasons, death, natural disasters, declared emergencies, etc. at the discretion of the Board of Trustees by majority vote of those present and not a party to the violation(s).”

Note: The full Resolution dated 8/2/21 is attached and also on file.

Board of Trustees of the Kayaderosseras Fish and Game Club, Inc.

RESOLUTION made this 2nd day of August, 2021, at a regular monthly meeting of the Board of Trustees of the Kayaderosseras Fish and Game Club, Inc., (KFG Club):

WHEREAS, the Officers and Trustees have fiduciary responsibilities to the KFG Club while performing their duties and in the normal course of business are entrusted with the KFG Club credit card, bank accounts and other financial instruments; and

WHEREAS, it is detrimental to the operation of the KFG Club and its finances when Officers and/or Trustees entrusted with the KFG Club credit card, bank account(s), or signatory authority abruptly cancel the KFG Club credit card and/or remove themselves from a KFG Club bank account or other financial instrument without allowing for a transition to another Officer/Trustee or notifying the Trustees of said cancellation/removal; and

WHEREAS, there are a number of vendors and payees with automatic payments processed thru the KFG Club credit card and the KFG Club's relationship with these vendors and payees is important to the operation of the KFG Club and wherein the cancellation of the KFG Club credit card could result in additional fees or the loss of discounted rates;

NOW THEREFORE BE IT RESOLVED, as follows:

The President of the KFG Club will be named on the KFG Club credit card only if he/she accepts the condition that they will not cancel the KFG Club credit card upon transition of their term until the individual taking over said term is so named on the card/account. They will work with that individual and the Treasurer to ensure a timely transition, which normally should occur by the next KFG Club monthly meeting unless circumstances require a longer transition period. If the President is unwilling to accept this condition of usage then the Vice President or another designee of the Board of Trustees will be delegated under the same terms. Trustees and/or Officers that are signatories or named on KFG Club bank accounts or other financial instruments will also be held to these transition conditions. During the transition period the former President, or the former person designated by the Board in the President's place, will not have authority to use the KFG Club credit card and will not be held responsible for charges made by the new President/designee. Violations of these transition conditions will result in at a minimum an immediate 30 day suspension of the Officer/Trustee's membership and in addition, they may be held responsible for the potential repayment of any fees/lost discounts associated with the violation. Exceptions to the transition conditions will be made for medical reasons, death, natural disasters, declared emergencies, etc. at the discretion of the Board of Trustees by majority vote of those present and not a party to the violation(s).

SO SAY WE ALL:

Pete Henningson _____
Cliff Miller _____
Diane Schena _____

Ed Martin _____
Lance Spinks _____



CONSTITUTION AND BYLAWS

OF THE KAYADEROSSERAS FISH AND GAME CLUB, INC.

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Forward: This document amends and combines the previously separate Constitution and Bylaws of the Kayaderosseras Fish and Game Club, Inc. formed in 1948 and hereinafter referred to as the Bylaws.

ARTICLE I

NAME

SECTION 1. This corporation shall be known and designated as Kayaderosseras Fish and Game Club, Inc. of 706 Geysers Road, PO Box 30, Ballston Spa, New York 12020.

SECTION 2. The Emblem or Badge of the corporation shall be a bird and fish with a crossed rod and gun on a yellow shield.

ARTICLE II

OBJECTIVES

SECTION 1. The objectives of this corporation shall be – to advance the protection, propagation and conservation of fish, game and insectivorous birds in both State and Nation, and procure the enactment of laws for the preservation of fish, game and forests, to do everything possible to eliminate pollution of our water courses, from the standpoint of public health, scenic beauty, and as an economic measure, as well as to restore fish and game life, to prevent the malicious destruction of property by hunters and fishermen, to assist in the prevention of forest fires, to interest and educate the general public in the sportsmanlike methods of taking fish and game, to interest and educate the general public in the vital necessity for reforestation and to bring about more friendly relations between sportsmen and landowners. To promote interest in hunting, fishing, trapping, trap and skeet shooting, pistol and rifle shooting, archery and other lawful sports. Encouragement of organized rifle and pistol shooting, trap shooting and archery among the residents of our community with a view toward a better knowledge on the part of such citizens of the safe handling and proper care of firearms, as well as improved marksmanship. To instruct junior club members in the proper handling of firearms and to also educate the true meaning of sportsmanship. To support sound legislation pertaining to the ownership and use of firearms and to oppose restrictive legislation regarding their ownership and use which may be detrimental to the interest of this corporation. To maintain an active range in support of the above mentioned activities.

ARTICLE III

ORGANIZATION

SECTION 1. The organization of this corporation shall consist of a Board of Trustees, its Officers and the Members of this corporation.

SECTION 2. The Board of Trustees shall consist of 5 members.

SECTION 3. The Officers of this corporation shall consist of a President, Vice-President, Secretary, Treasurer, Range Officer and such other Officers as may be appointed in accordance with the provisions of this article.

SECTION 4. The Board of Trustees may appoint such other Officers, including a Membership Director, Assistant Secretary, Assistant Treasurer, or such other Officers it shall deem desirable. Such other Officers will have the authority and perform the duties prescribed from time to time by the Board of Trustees.

SECTION 5. All Officers as between themselves and the corporation shall have such authority and perform such duties in the management of the corporation as may be provided in these bylaws or, to the extent not so provided, by the Board of Trustees.

ARTICLE IV

DUTIES OF OFFICERS

PRESIDENT

SECTION 1. It shall be the duty of the President to preside at all regular, annual and special meetings of the corporation and be present at the Board of Trustees meetings. He/she shall make an annual report of the activities of the corporation. He/she shall appoint special committees (other than those as mentioned in these bylaws under Article IX, Section 1 at the annual meeting and other than those provided in Article V, Section 7 of the Trustees Duties), enforce the observance of the constitution and bylaws, call special meetings whenever he/she shall deem it necessary, or at the request of five members in writing. In the absence of the Secretary he/she shall appoint a Secretary Pro Tempore. He/she shall be named on the KFG Club credit card only upon acceptance of the terms stated in the Trustees Resolution dated August 2, 2021 and summarized in Article XXII, Section 7 of these bylaws. He/she shall perform such other duties as may be prescribed by the Board of Trustees from time to time.

VICE-PRESIDENT

SECTION 2. In the absence of the President or in the event of an inability or refusal to act, the Vice-President shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions on the President. The Vice President shall perform such other duties as, from time to time, may be assigned by the President or by the Board of Trustees.

SECRETARY

SECTION 3. It shall be the duty of the Secretary to keep a complete record of the proceedings of the corporation, to ensure notice of meetings and conduct correspondence. He/she shall perform such other duties as the Board of Trustees may require from time to time.

TREASURER

SECTION 4. The Treasurer shall have charge of all funds and securities of the corporation, and shall keep accurate account thereof, subject at all times to the inspection of the Board of Trustees, or any member of the corporation upon reasonable notice. He/she shall submit at each meeting of the Board of Trustees a statement of the financial condition of the corporation, showing all receipts and disbursements during the preceding period. He/she shall receive all money collected for the corporation and deposit the same in such bank as the Board of Trustees may designate. Such money shall be withdrawn only by checks signed by the Treasurer and countersigned by the President, Vice-President or designees as determined by the Board of Trustees, in payment of authorized expenditures. He/she shall provide information and reports as required to the Board of Trustees for the preparation of the annual budget. He/she shall perform such other duties as the Board of Trustees may require from time to time.

RANGE OFFICER

SECTION 5. The Range Officer shall have charge of the ranges and shall appoint a sufficient number of Deputy Range Officers upon approval of the Board of Trustees, to safely supervise range activities. He/she shall give a report at each meeting and turn over all monies to the Treasurer. He/she shall perform such other duties as the Board of Trustees may require from time to time.

DEPUTY RANGE OFFICER

SECTION 6. The Deputy Range Officers shall report directly to the Range Officer. The Deputy Range Officers shall assist the Range Officer in the responsibility of maintenance and safe operation of range activities. The Deputy Range Officer can assume the responsibility of the

range activities in the absence of the Range Officer. He/she shall perform such other duties as the Board of Trustees may require from time to time.

MEMBERSHIP DIRECTOR

SECTION 7. The Membership Director shall process all applications for membership and shall be responsible for the transfer to the Treasurer of all dues collected for and on behalf of the corporation. He/she shall be responsible for keeping and safe guarding a list of members, including their addresses, provide a current list of members names to the Board of Trustees and maintain the waiting list. He/she shall perform such other duties as the Board of Trustees may require from time to time.

ARTICLE V

DUTIES OF THE BOARD OF TRUSTEES/DIRECTORS

SECTION 1. The Board of Trustees shall consist of five members, each with at least 3 years consecutive membership. (The terms Trustee and Director are interchangeable as they relate to these bylaws and the Not for Profit Corporation Laws (NPCL) when referenced herein.)

SECTION 2. Trustees shall be elected for a 3 year term and shall appoint a Chairman from amongst them, by majority vote, who will preside over their meetings for a one year term.

SECTION 3. The corporation shall be managed by the Board of Trustees who shall have charge of all of the business affairs of the corporation and collect all monies due the corporation and turn same over to the Treasurer.

SECTION 4. The Board of Trustees shall have charge of all assets, both physical and intangible, of the corporation including but not limited to the property, buildings, website, logo, investments, etc. which shall include the oversight, maintenance, improvement and construction of said assets. The Board has the fiduciary responsibility to protect such assets.

SECTION 5. The Board of Trustees shall set the standards and procedures for accepting new members, including, but not limited to, the application process and any training or orientation, as necessary.

SECTION 6. The Board of Trustees shall have the power to suspend the membership of any member for any conduct which, in their judgment may endanger the welfare, interests, good order or character of the corporation. Any member found guilty of unsportsmanlike conduct or of any conduct detrimental to the welfare of the organization, of violating these bylaws or of willfully not adhering to the Range Operations Guide, after being made aware of the

violation(s), may be suspended or expelled from the Club by the Board of Trustees after being represented before the Board of Trustees and given the opportunity to be heard.

SECTION 7. The Board of Trustees shall appoint its own committees, as it deems necessary, and each committee shall consist of at least 3 or more members of the Board. The appointments shall be made by a majority vote of the Board. Each committee shall have the authority of the Board to the extent provided in the resolution or these bylaws, excepting that no committee of any kind shall have the authority as to the matters specifically prohibited and listed in NPCL Article 7 §712(a). Each committee of the Board shall serve at the pleasure of the Board. Committees, other than committees of the Board, whether created by the Board, by the Officers or by the members, shall be committees of the corporation. No such committee shall have the authority to bind the Board. An audit and finance committee should consist of any 3 members of the Board and will audit the Treasurer's books at the February Trustees meeting or as close to this date as possible.

SECTION 8. Any member of the Board of Trustees who shall absent himself/herself from 3 consecutive meetings of such board, unless he/she shall offer at the next meeting an excuse for his/her absence, which is acceptable to a majority of the other members of the Board, shall be deemed to have resigned as a member of said board and ceased to be a member thereof.

SECTION 9. Any vacancy occurring in the Board of Trustees after the annual elections shall be filled by the affirmative vote of a majority of the remaining Trustees even if such majority shall constitute a vote of less than a quorum of the Board of Trustees. A Trustee appointed to fill a vacancy shall hold office until the next annual membership meeting as per Article XIV Section 6 of these bylaws.

SECTION 10. The Board of Trustees may accept or reject on behalf of the corporation any contribution, gift, bequest, or devise for the general purposes or for any specialty purpose of the corporation.

ARTICLE VI

MEMBERSHIP

SECTION 1. Application for membership may be made by any person who is a permanent resident of the United States of America, 18 years or more of age.

SECTION 2. All candidates shall be balloted for and attend any required safety orientations, if applicable, prior to use of the ranges.

SECTION 3. Any member with 25 years continuous service shall be deemed a life member free of dues.

SECTION 4. A junior membership shall be open to persons between the age of 12 and 18. A junior member must have a sponsor who is a member of the organization. A sponsor must be certified by a range official before the junior member is allowed to use the range.

SECTION 5. A family membership shall consist of a member and any members of his or her immediate family residing in the same household. The family membership rate shall be 1.5 times the individual member rate.

SECTION 6. Other than the age limitations set forth herein, an applicant for membership's creed, race, color, sex, sexual orientation, national origin, marital status, disability, military status, predisposing genetic characteristics or any other characteristics or status protected by law shall not have a bearing on the applicant's eligibility for membership.

SECTION 7. Membership in this Club is not transferable or assignable. In no event shall membership keycards issued by the Club be given to or utilized by any person other than the member to whom issued. The only exception is for a temporary extenuating circumstance previously approved by the Board of Trustees such as, but not limited to, allowing a contractor or service provider access, for early camper or vendor arrivals for a public event or other such similar circumstances. Upon termination of membership, the member shall surrender his or her membership keycard to the Club.

SECTION 8. Membership will terminate on the death or resignation of a member, the member's failure to pay dues or other assessment imposed upon such member by the Board of Trustees within 60 days, or on the member's expulsion by the Board of Trustees.

ARTICLE VII

DUES

SECTION 1. The dues shall be recommended by the Board of Trustees and approved by the membership.

SECTION 2. The dues for membership in this corporation shall be payable in advance. Yearly dues shall cover the period from time of payment to the next succeeding annual meeting plus any period of time in which payment of dues is deferred by the Board of Trustees.

2A. The membership year shall be from Jan. 1 to Dec. 31.

2B Dues shall be payable at full rate for applicants applying after October 1 of the calendar year and shall be considered payment in full for the following year.

SECTION 3. An initiation fee as recommended by the Board of Trustees and approved by the membership shall be charged each new member.

SECTION 4. The dues for a junior member as recommended by the Board of Trustees and approved by the membership, shall be per year with no initiation fee.

SECTION 5. The working membership dues shall be ½ of the regular membership dues as recommended by the Board of Trustees and approved by membership. Working membership requirements will be set by the Board of Trustees.

ARTICLE VIII

MEETINGS

SECTION 1. Trustees' Meetings.

1A. Trustees' meetings will be held on the first Monday of each month at the time designated by The Board of Trustees on the grounds of the Club unless otherwise stated.

1B. Trustees' meetings that fall on nationally recognized holidays will automatically be moved to the following Monday. Any regularly scheduled Trustees' monthly meeting can be postponed to the following Monday, or any such other date as determined by the Trustees, by a resolution passed by a majority vote of the Trustees, without other notice than such resolution. Only a majority vote of the Trustees can cancel a Trustees' meeting.

1C. A majority of the Board of Trustees present, whether or not a quorum is present, may adjourn any meeting to another time and place.

1D. A majority of The Board of Trustees can call for a special meeting of the Board. Notice of any special meeting of the Board must be made to each Trustee and can be given electronically, telephonically/texted or by mail to the email, phone or address on record for each Trustee. The business to be transacted at the meeting need not be specified in the notice of such meeting, unless specifically required by law or by these bylaws.

1E. Any member of The Board of Trustees may make a motion that the Board enter into an executive session, which if seconded and carried, can be conducted at any point during a regular Trustee meeting.

1F. A quorum shall consist of 3 out of 5 members of the Board of Trustees and the Chairman of the Board of Trustees shall preside over the meeting.

1G. The act of a majority of the Trustees present at a meeting at which a quorum is present shall be deemed the act of the entirety of the Board of Trustees, unless the act of a greater number is required by law.

1H. The President or Vice President should be present at a regular Trustee meeting.

SECTION 2. Membership Meetings.

2A. The Kayaderosseras Fish and Game Club, Inc. shall hold a regular meeting on the third Monday of each month.

2B. The December meeting shall be called the annual meeting. At this meeting the officers shall make their annual reports and Officers, Trustees, and County Council delegates shall be elected for the ensuing year.

2C. Any regular membership or annual meeting that falls on a nationally recognized holiday shall automatically be moved to the following Monday.

2D. Special meetings may be held at any time at the call of the President or upon written request of five members in good standing. At a special meeting no business shall be transacted except that for which the said meeting was called.

2E. Meetings shall take place in the Clubhouse or grounds thereof (weather permitting) unless extenuating circumstances exist. In the event of an extenuating circumstance, the President, with approval from the Board of Trustees, may designate an alternate location. Reasonable notice will be transmitted to the membership by electronic means or written notification if no email is on record and posting of the details of the same on the Club's website as soon as a determination is made of the alternate location. Persons present may be restricted to members in good standing dependent upon the legal capacity of the alternate facility's occupancy.

2F. Ten members shall constitute a quorum for the transaction of any business at a regular monthly meeting.

2G. Each meeting shall be called to order at the hour appointed and if a quorum is present the meeting shall immediately proceed to the transaction of business. If less than a quorum is present at the hour appointed, the meeting shall be called to order, and if within thirty minutes from the time appointed for the meeting a quorum is not present then the meeting shall be adjourned without date and/or rescheduled at the President's option.

SECTION 3. The order of business at a regular monthly club meeting shall be as follows:

1. Reading of the minutes of the previous meeting.
2. Report of the Treasurer.
3. Report of the President.
4. Report of the Board of Trustees.
5. Report of any committees or venues.
6. Correspondence.
7. Unfinished business.
8. New business.
9. Adjournment.

ARTICLE IX

STANDING COMMITTEES

SECTION 1. The following standing committees shall be appointed at each annual meeting.

- 1A. There shall be a delegate and an alternate to the County Council.

SECTION 2. The President shall appoint a Committee Chair to each committee and members as deemed to be required by the Board of Trustees. Such appointments shall be confirmed by a majority vote of a quorum of the Board of Trustees at a regularly scheduled meeting. Chairs and members of said committees serve at the pleasure of and are answerable to the Board of Trustees, but shall form their own operating procedure, meeting structure and committee structure. Committee chairs or their delegate shall report at the monthly Trustees meeting or as called upon by the President or Board of Trustees. Members of each such committee shall be members of the club unless otherwise deemed necessary by the Board of Trustees.

SECTION 3. Each committee may adopt rules for its own governance not inconsistent with these bylaws or with the rules adopted by the Board of Trustees.

ARTICLE X

EVENT, ACTIVITY AND VENUE DIRECTORS

SECTION 1. A list of event, activity and venue directors shall be submitted to the Board of Trustees and Secretary annually. An Event/Activity/Venue (EAV) Director shall be the primary point of contact within the Club for their event/activity/venue. Each event/activity/venue shall determine who their EAV Director is in the manner the organizers/participants deem

acceptable. Generally it will be the person(s) that organized and/or run the event/activity/venue on a regular basis and have knowledge of the rules, regulations, requirements and resources of that event/activity/venue.

SECTION 2. An EAV Director shall work cooperatively with other EAV Directors to formulate scheduling for the use of Club resources, including ranges, meeting areas and outdoor activities. Existing events/activities/venues with previous and/or longstanding scheduled times/dates shall take precedence in scheduling over newly formed ones and newly formed ones shall take precedence in the order they were formed. A calendar of scheduled events for the following year shall be started as soon as practical by the EAV Directors and submitted to the Trustees for review and acceptance. Once adopted by the Trustees, Membership will be apprised of this schedule by posting it to the Club website, other Club social media platforms, emailed to Membership, placed in the Club newsletter and/or by such other available means.

SECTION 3. An EAV Director shall work cooperatively within the structure of the Club and be the spokesperson for their event/activity/venue in order to promote the activity for which they have been appointed to represent. This should include the enhancement of their event/activity/venue among membership and among the general public. Each EAV Director shall prepare an annual budget and submit it for approval at the October Board of Trustees' meeting (or any other date as so determined by the Board).

SECTION 4. An EAV Director may hold elective positions in the Club as well as multiple positions as Event, Activity and Venue Directorships.

ARTICLE XI

APPROPRIATIONS AND EXPENDITURES

SECTION 1. Appropriations and expenditures of money shall require a majority vote of a quorum present at a regular meeting (membership or Trustees meeting).

SECTION 2. The Treasurer is authorized to pay normal reoccurring bills necessary for the operation of the corporation (such as electric, gas, water, sewer, internet, garbage, insurance, property taxes, school taxes, etc.), during the course of the month in order to avoid late fees, charges, etc. Such payments shall be noted in the next monthly Treasurer's report at the Membership and Trustee's meetings.

SECTION 3. Emergency Purchases/Services over \$150.00. All purchases and services costing over \$150 need prior approval from the Trustees by majority vote, with the following exceptions: if it is deemed an emergency, it would result in more damage, it would result in a

significantly higher cost, it is needed immediately for an event/venue activity or it is a life/safety issue. The standard is: would a reasonable person expect the Trustees to approve the purchase under one of these exceptions.

SECTION 4. Purchases/Services over \$1,000.00. All purchases and services costing over \$1,000 need two bids/quotes presented to the Trustees. If only one company or person actually provides a bid/quote then the names of the other companies/persons that declined to bid/quote will be provided so that the Trustees can verify, if need be, that an attempt was made to provide more than one bid/quote.

SECTION 5. Purchases Within a Pre-Approved Budget. Any club event, activity, venue with an approved expense budget may operate within that expense budget without additional approvals until the event, activity or venue exceeds the pre-approved expense budget in which case the Trustees are to be notified if additional funds exceeding the pre-approved budget are sought.

SECTION 6. All contracts, leases, agreements, and other instruments shall be approved in advance by the Board of Trustees and signed on behalf of the corporation by one of the Trustees or if they so delegate by the President or Vice President.

SECTION 7. The Secretary shall maintain originals and/or duplicates of all contracts, leases, agreements, or other such instruments which have been executed on behalf of the corporation, in the corporation's files located at the clubhouse.

ARTICLE XII

BUDGET

SECTION 1. At or prior to the October Trustees meeting each year, the budget numbers should be presented by the Treasurer to start the budget process. Each EAV Director should attend the meeting or send a representative and present their respective budgets prior to or at the meeting.

SECTION 2. At the November Club Membership Meeting each year, the Trustees budget should be presented to the members for discussion. The budget should then be tabled until the December Annual Club Membership Meeting where it will be voted upon by the membership.

SECTION 3. In emergency situations that prevent the gathering of the membership to vote on the budget, the Trustees shall operate the Club under the budget they approve in order to preserve the Club's assets and continue operation of Club activities.

ARTICLE XIII

CAPITAL RESERVE AND OPERATING RESERVE ACCOUNTS

SECTION 1. By Resolution, dated July 9, 2018, adopted by the Board of Trustees, a separate capital reserve account has been established known as the Capital Reserve Account. The purpose of this account is to build up funds for long term capital projects. The provisions of said Resolution shall be deemed continued and incorporated herein by reference.

1A. Donations to the Capital Reserve Account may be earmarked by the donor for specific projects/items.

1B. This account shall be separate from the general account.

1C. Funds withdrawn from the account require a majority vote of the Board of Trustees with two Trustees signatures on the check.

SECTION 2. There is also an Operating Reserve Account that is associated with the general checking account. The purpose of this account is to establish a “rainy day” fund.

2A. At least annually the Board of Trustees shall review the finances of the Club and determine what amount, if any, should be designated to the Operating Reserve Account.

2B. Funds withdrawn/transferred to the general account from this account shall require a majority vote of the Board of Trustees and follow the same two signature requirement as the general account.

ARTICLE XIV

ELECTIONS

SECTION 1. All elections of officers/trustees shall be by ballot except when there is but one candidate, then the Secretary shall cast one ballot voting for the person(s) in the said position(s) and they shall so be elected.

SECTION 2. At the election of officers/trustees there shall be three tellers appointed who shall receive and count all votes in the presence of members.

SECTION 3. Officer positions are held for a one-year term. Trustee positions are held for a three-year term with staggered elections so that they are not all up at once (two trustees elected in one year, two in the following year and one in the year after). Positions shall be voted on from the shortest term to the longest term. For example, Officer positions (President,

Vice-President, Treasurer, Secretary and Chief Range Officer) shall be voted on, then Trustee positions filling a vacancy whose term is not up that year, then Trustee positions whose terms are up that year. If more than one Trustee position is up for election, a nominee may specify if they are running for a specific position(s) or any position.

SECTION 4. Each Trustee and Officer shall hold office until the expiration of the term for which he or she is elected or appointed, and until his or her successor has been elected or appointed and qualified.

SECTION 5. Trustees and Officers cannot “double dip” by holding two positions at one time unless they are acting temporarily in a backup position, such as Secretary or Treasurer.

SECTION 6. If an Officer or Trustee position becomes vacant after the annual member elections the Trustees by majority vote may appoint someone to the position until the next annual membership election. Then the membership will vote to fill that position for the remainder of its term, if the term is not up that year. (For example, if a Trustee position becomes vacant after the first year membership would vote to fill that vacancy for the remaining two years of the term in order to maintain the staggered elections. However, if the Trustee position becomes vacant in the final year of its term then membership would vote to fill that vacancy as they normally would under Section 3 above.)

SECTION 7. Only members in good standing shall be eligible to vote in any member elections for any elective position or be eligible to vote on any other issue/question. A member in good standing is defined as follows: 1) a member who is 18 years of age or older and 2) is not currently under suspension or other discipline by the Board of Trustees; and 3) has not been deemed to have resigned due to non-payment of dues; and 4) has remitted all dues, fees, or assessments due the Club.

SECTION 8. Each member in good standing shall be entitled to one vote on each matter submitted to a vote of the members. Members may be required to produce a Club identification card and to sign an attendance sheet with such member’s name and number in order to attend a regular, special or annual meeting at which such meeting members are eligible to vote.

ARTICLE XV

MEMBERSHIP CONDUCT

SECTION 1. Since a Conservation Law violation on the part of a member reflects upon the organization as a whole and every member thereof, any violator may be suspended or expelled by the Board of Trustees.

SECTION 2. Any member found guilty of unsportsmanlike conduct, unsafe gun handling, any conduct detrimental to the welfare of the organization or of willfully not adhering to the Standard Operating Procedures (SOP's), after being made aware of the violation(s), may be suspended or expelled by the Board of Trustees.

SECTION 3. A complaint against any member shall be brought before the Board of Trustees. The Board of Trustees may then, at the Board's discretion, cause an investigation into the complaint. Should the investigation reveal that there was more likely than not a violation of any of the bylaws, rules or policies then in effect at the Club, the Board of Trustees shall then request that the accused member appear before the Board of Trustees and provide an explanation. If the accused member fails to show or fails to explain or after a hearing before the Board is unable to justify his or her conduct, the Board of Trustees is empowered in their sole discretion to suspend or expel the accused member from the Club. Any such vote authorizing the imposition of a fine, a suspension or expulsion shall be a simple majority of the members of the Board of Trustees present at such meeting.

ARTICLE XVI

MEMBERSHIP BENEFITS/USE OF PROPERTY

SECTION 1. Each member is allowed to bring guests as determined in the Standard Operating Procedures/Range Rules (SOP's). Each member is responsible for the actions of their guests while on Club property.

SECTION 2. All members must sign a liability release form annually. All guests entering the grounds must also sign a liability release form. Event, activity and/or venue participants, whether club members or not, must have a liability release form on file. On duty law enforcement and medical personnel at public events are exempt.

SECTION 3. All members will be issued a membership card which they need to have readily available and produce upon request.

SECTION 4. All members and guests using the ranges must sign in and out of the range book indicating their name, membership number, time in, time out and range used.

SECTION 5. The Club has Standard Operating Procedures/Range Rules (SOP's) which are to be referred to and followed. The SOP's may be updated by the Board of Trustees as deemed necessary.

SECTION 6. The clubhouse or grounds may be rented for any non-profit purpose by a member, group or organization. Requests should be made through the designated committee representative (Clubhouse, Grounds, CRSO, etc.), at a Club Membership meeting or at a Trustees meeting. Special use may be granted for a for-profit use providing application is made and approved, prior to the requested date of use, by a majority vote of the Board of Trustees. The continued use by a for-profit purpose must be approved annually by the Board of Trustees, as well as any subsequent revised or additional dates. The Trustees reserve the right to deny any member, group or organization (both profit or non-profit) if in their sole discretion the use would reflect poorly upon the reputation, well being or good standing of the Club, would present a potential safety hazard or would go against the Objectives of the corporation as stated in these bylaws in Article II, Section 1 above.

SECTION 7. A member must be present during clubhouse/grounds rental usage and those using the property shall be held responsible for damages and cleaning. The clubhouse/grounds must be policed after use on each occasion. Any damages/injuries should be reported immediately to the designated committee representative (Clubhouse, Grounds, CRSO, etc.) or any Club Officer or Trustee, who shall also report it at the next Trustees meeting. Any Club items (such as chairs, tables, stoves, shooting stations, targets, etc.) that are broken or damaged thru normal use, (i.e., not as the result of misuse, abuse, intentional destruction, etc.), should be reported to the designated committee representative (Clubhouse, Grounds, CRSO, etc.) so they can be repaired or replaced as deemed necessary.

SECTION 8. When the range is being used/rented to teach a class by an individual/company they will be required to have an insurance rider of at least \$1 million naming the Club as an additional insured. In addition, at least one Club range officer (RSO) must be present while the range is being used. All participants must sign a liability release form or have one on file.

SECTION 9. The Board of Trustees may review and revise rental prices and policies as deemed necessary.

SECTION 10. Non-working members in good standing will be allowed to park their campers/boats/trailers in the designated camper parking area from October 1 through May 1 for \$7/foot, payable in advance. The member is responsible for signing any liability release forms deemed necessary including, without limitation the terms hereof and/or providing proof

of insurance, if required by the Trustees. Any campers/boats/trailers left on the property after May 1st will be subject to, but not limited to: fines, removal/towing, mechanics liens and/or eventual sale. The member will be subject to a \$7/day fine for the first 30 days (\$210.00). After 30 days, in addition to the fine, if the camper/boat/trailer is still there, legal action may be taken by the Club to have it removed, and/or a mechanics lien or other means of the Club obtaining title/possession can be pursued. (The daily fine shall continue to accrue until the matter is resolved.) Exceptions may be made for extenuating circumstances such as the death of the member, incapacitation due to a severe medical condition, etc. Working members are exempt from the fee, will be allowed to park in approved areas of the Club, and the only date restrictions applicable are during the Heluva Rukus dates, (if they are not camping at the event).

ARTICLE XVII

AMENDMENTS

SECTION 1. No amendment(s) shall be made to these Bylaws unless presented in writing at a regular membership meeting and unless laid on the table one month. Notice of such amendment(s) is to be published in the local paper and/or in electronic format and members notified on the Club website or other social media, through email and written notice if no email is on record for the member. The Secretary shall file a copy of such notice as well as the proposed amendment(s) with the official records in the clubhouse.

SECTION 2. The amendment(s) must be approved by two thirds of the members in good standing present at the next meeting.

SECTION 3. No amendment or addition to these bylaws may be inconsistent with, or contrary to, the Objectives of this organization as stated in Article II, Section 1 above, or the laws of this state.

ARTICLE XVIII

EMERGENCY SITUATIONS

SECTION 1. During emergency situations, such as but not limited to, pandemics, national/state shutdowns, natural disasters, etc. the Board of Trustees and Officers shall take the necessary actions to safeguard the Club's assets, pay the bills and operate the Club as needed in order to protect the Club's physical, intangible and monetary assets, until such time as normal operations and procedures can resume.

SECTION 2. A decision to shut the Club down entirely can be made by the Chief Range Safety Officer (CRSO) in extreme emergency situations, such as national and state emergencies, pandemics, natural disasters, etc. An emergency meeting will then be scheduled to discuss the situation with the Trustees as soon as possible. Since the Trustees have the fiduciary responsibility to safeguard the Club's assets, the decision to shut the Club down and/or reopen it will be made formally by the Trustees through a majority vote and the members so notified. This decision should be based upon the recommendation of the CRSO, if applicable, and take into consideration such things as, but not limited to, the safety of the members, protection of the grounds, insurance issues, regulatory requirements/mandates, applicable laws, etc.

SECTION 3. In the event the Club is shutdown due to a pandemic, national/state shutdown, natural disaster, etc. and the reopening requires specific plans of action then the EAV Director for each event, activity or venue will present their plans to the CRSO for approval. The CRSO will apprise the Trustees of such plans. If there are disagreements between the CRSO and an EAV Director in regard to their plan, the plan will be presented to the Trustees for reconciliation and approval.

SECTION 4. If the CRSO closes a specific range for safety reasons he shall work with the EAV Director(s) responsible for events, activities, venues related to that range on a plan to correct or address the issue. If it is a non-specified venue such as the long range, pistol shack, etc., then he will address the issue with the Trustees. The CRSO shall immediately notify the Trustees of any range closure lasting more than 48 hours and provide an update at the next Trustee meeting if the closure is still in effect.

SECTION 5. There may be situations wherein, the Club is shutdown in part or whole due to a pandemic, national/state shutdown, natural disaster, etc. and due to imposed restrictions the membership cannot meet to vote at the annual elections, on bylaw changes or the sale of club assets. With regard to the annual elections, in the event of what the Trustees see as a temporary imposed restriction, they may postpone the in-person annual election to a later date. If they do postpone the in-person annual election, then the Trustees and Officers currently holding their respective positions shall continue to hold them until the postponed annual election is held and their successor is elected or appointed and qualified as per Article 7 §703 and §713 of the NPCL. If the Trustees reevaluate the situation and determine the temporary restrictions will not be lifted in the near future in order to hold the postponed in-person annual election or determine it is not a temporary imposed restriction, they will work to come up with a temporary solution that may involve staggered voting times, alternate balloting positions, multiple site uses, some form of electronic meeting means or some other form of voting that will mirror the current election proceedings as closely as possible. Current election proceedings are in-person, with secret balloting, allow for nominations off the floor and allow

for a candidate to be nominated for subsequent positions if they do not win the position they originally were nominated for. (For example, if someone is nominated off the floor for President and does not win that position they can then be nominated off the floor for any other position (Vice President, Secretary, Treasurer, CSRO or Trustee) until they either win a position or fail to win a position altogether.)

ARTICLE XIX

INDEMNIFICATION OF TRUSTEES/OFFICERS/KEY PERSONS

SECTION 1. Under Article 7 §717 of the Not-For-Profit Corporation Law (NPCL) Directors, Officers and Key Persons shall discharge the duties of their respective positions in good faith and with the care an ordinarily prudent person in a like position would exercise under similar circumstances. (In these bylaws, the term Director and Trustee shall be interchangeable.)

SECTION 2. In discharging their duties, Trustees and Officers, when acting in good faith, may rely on information, opinions, reports or statements including financial statements and other financial data, prepared or presented by: (1) one or more officers or employees of the corporation, whom is believed to be reliable and competent in the matters presented, (2) counsel, public accountants or other persons believed to be reliable and competent within such person's professional or expert competence or (3) a committee of the Board upon which they do not serve as to matters within its designated authority, which committee the trustees, officers or key persons believe to merit confidence, so long as in so relying they shall be acting in good faith and with that degree of care specified in Section 1 of this Article XIX. Trustees, officers and key persons shall not be considered to be acting in good faith if they have knowledge concerning the matter in question that would cause such reliance to be unwarranted. Trustees, officers and key persons who perform their duties shall have no liability by reason of being or having been trustees, officers or key persons of the corporation.

SECTION 3. No indemnification may be made to or on behalf of any trustee, officer or key person if a judgment or other final adjudication adverse to the trustee, officer or key person establishes that his or her acts were committed in bad faith, or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled.

SECTION 4. No person serving without compensation as a trustee, officer or key person of this corporation shall be liable to any person other than the corporation based solely on his or her conduct in the execution of such office unless the conduct of such trustee, officer or key

person with respect to the person asserting liability constituted gross negligence or was intended to cause the resulting harm to the person asserting such liability. For purposes of this section, such trustee, officer or key person shall not be considered compensated solely by reason of payment of his or her actual expenses incurred in attending meetings or otherwise in the execution of such office.

SECTION 5. The indemnification and advancement of expenses provided by or granted pursuant to this Article XIX shall survive the respective trustee, officer or key person's term of office.

SECTION 6. The corporation shall provide Directors and Officers insurance coverage at no charge to its trustees, officers and key persons.

ARTICLE XX

SALE OF ASSETS

SECTION 1. In the event of a sale of the KFG Club and/or land of the Club, all monies must be put toward the purchase of a new club or merger with a club whose goals are similar to those of the KFG Club and which club should be exempt under Section 501(C)(7) of the Internal Revenue Service Code or the corresponding section of any future federal tax code.

SECTION 2. Membership will be notified in writing at the address on record in the Club's files.

SECTION 3. If the conditions stated in Section 1 above cannot be fulfilled, the proceeds of the sale of land and assets will be distributed for one or more exempt purposes within the meaning of Section 501(C)(7) of the Internal Revenue Service Code or the corresponding section of any future federal tax code.

ARTICLE XXI

CONFLICT OF INTEREST

SECTION 1. In the interest of transparency the trustees, officers and key persons of this corporation shall strive to avoid any actual or perceived appearance of a conflict of interest in the discharge of their duties.

SECTION 2. Trustees, officers and key persons shall disclose any instance in which they are involved in a decision or business dealing on behalf of the corporation that involves any person or entity that is a family member, related person or with which they are an employee or have a personal or business relationship. They shall also disclose any matter they are involved in that has or could potentially have the appearance of a conflict of interest or potential conflict of interest.

SECTION 3. With regard to issues that belong before the Board of Trustees, at a Trustees meeting a majority vote of the Trustees present shall determine if a conflict of interest or potential conflict of interest exists and the action to be taken (particularly if it is a voting matter and whether or not the person(s) involved should recuse themselves or not on that particular matter). With regard to issues that belong at a membership meeting, a majority vote of the Officers present shall determine if a conflict of interest or potential conflict of interest exists and the action to be taken (particularly if it is a voting matter and whether or not the person(s) involved should recuse themselves or not on that particular matter). Issues brought up at a membership meeting in which the person disagrees with the determination of whether or not the appearance of a conflict of interest or potential conflict of interest exists can bring the issue before the Board of Trustees for a determination.

ARTICLE XXII

MISCELLANEOUS

SECTION 1. The terms Constitution and Bylaws are interchangeable in this document.

SECTION 2. The terms Director and Trustee are interchangeable in this document.

SECTION 3. A reference to the corporation, Club or KFG Club as they relate to this particular corporation are interchangeable and refer to this corporation.

SECTION 4. The fiscal year of the corporation shall begin on the first day of January and end on the last day of December in each year.

SECTION 5. The membership list contains certain information on members that should not be allowed to be misused and/or distributed to the public. Therefore, in regards to protecting this information, on 12/7/20 the Board of Trustees adopted the following resolution:

“Whereas the Board of Trustees have a fiduciary responsibility to safeguard the Club’s assets, which include those that are physical, monetary and intangible, on this 7th day of December

2020, at a regular meeting of the Board of Trustees of the Kayaderosseras Fish and Game Club, Inc.:

Be it resolved that access to the entire Club membership list with regard to members emails and phone #'s is hereby restricted to the Board, the Secretary, and the Membership Director and his or her designees as it relates to their specific duties. In addition, the CRSO will have access to the new member's information for the sole purpose of conducting new member orientations. Any EAV Director or their designated delegate that needs a list of club members for purposes of reporting income and/or charging member/nonmember fees will only be given a list that will include a member's name and id #. The website and social media using the KF&G Club name, brand, logo, etc. are assets of the corporation which fall under the Board of Trustees to oversee. Therefore, any postings not directly related to a specific club event, work party request, monthly meeting reminder, **specific** range closure and/or opening related to an event or activity or for an immediate safety reason will require prior approval of the Board. Any member or officer misusing this information will be subject to disciplinary action by the Board, up to and including loss of membership."

SECTION 6. No Trustee, Officer or Key Person shall disclose confidential information acquired by him or her in the course of his or her official duties to any other person except to the extent that person has a bona fide "need to know" in order to perform their duties with regard to the corporation. No Trustee, Officer or Key Person shall use confidential information acquired by him or her in the course of his or her official duties to further his or her personal interests or the personal interests of any other person.

SECTION 7. It is detrimental to the operation of the KFG Club and its finances when Officers and/or Trustees entrusted with the KFG Club credit card, bank account(s) or signatory authority abruptly cancel the KFG Club credit card and/or remove themselves from a KFG Club bank account or other financial instrument without allowing for a transition to another Officer/Trustee or notifying the Trustees of said cancellation/removal. Therefore, on 8/2/21 the Board of Trustees adopted the following resolution:

Be it resolved that the President of the KFG Club will be named on the KFG Club credit card only if he/she accepts the condition that they will not cancel the KFG Club credit card upon transition of their term until the individual taking over said term is so named on the card/account. They will work with that individual and the Treasurer to ensure a timely transition, which normally should occur by the next KFG Club monthly meeting unless circumstances require a longer transition period. If the President is unwilling to accept this condition of usage then the Vice President or another designee of the Board of Trustees will be delegated under the same terms. Trustees and/or Officers that are signatories or named on KFG Club bank accounts or other financial instruments will also be held to these transition

conditions. During the transition period the former President, or the former person designated by the Board in the President's place, will not have authority to use the KFG Club credit card and will not be held responsible for charges made by the new President/designee. Violations of these transition conditions will result in at a minimum an immediate 30 day suspension of the Officer/Trustee's membership and in addition, they may be held responsible for the potential repayment of any fees/lost discounts associated with the violation. Exceptions to the transition conditions will be made for medical reasons, death, natural disasters, declared emergencies, etc. at the discretion of the Board of Trustees by majority vote of those present and not a party to the violation(s).

SECTION 8. If any part(s) of these bylaws are determined to be unconstitutional, illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of these bylaws shall remain intact.

ARTICLE XXIII

REVIEW OF BYLAWS

SECTION 1. The Trustees shall review these Bylaws, at a minimum, every three years for any potential desired amendment of or addition to the same.

Previously Revised and Accepted by the Board of Trustees and Membership on:

3/1994, 7/2016

Bylaws Revised and Accepted by the Board of Trustees on _____.

Revised and Accepted by Membership on _____.