

CONSTITUTION AND BY-LAWS OF THE LUTHERAN CAMP ASSOCIATION
ADOPTED AT ANNUAL MEETING SEPTEMBER 6, 1998

The name of the society shall be "The Lutheran Camp Association".

The name of the Camp shall be "Camp Koinonia".

The head office shall be "the caretaker's residence".

The address shall be "**R.R. #1, Evansburg, Alberta T0E 0T0**".

PURPOSE OF THE LUTHERAN CAMP ASSOCIATION

It is the purpose of the Lutheran Camp Association to provide a recreational facility, with a Christian setting where individuals and groups may participate in programs which will enhance their spiritual growth, and strengthen their CHRISTIAN FAITH.

Philippians 1 verse 27

DEFINITIONS

- A) For the purpose of these by-laws the term "Association" shall mean the Lutheran Camp Association.
- B) For the purpose of these by-laws the term "active member in good standing" shall mean a person who has reached the age of majority and is a member of a Lutheran congregation and who attends service in a Lutheran congregation regularly.
- C) For the purpose of this agreement "lot license" shall mean those rights which active members obtain to occupy a portion of the lands of the Association pursuant to the terms of an agreement entered into by the parties pursuant to these by-laws.
- D) For the purpose of this agreement, 'Permanent Lot Holder' shall mean a person who enters into an agreement to lease and pay taxes and levies assessed against the land occupied.
- E) Financial Institution means any bank, trust company, credit union or Treasury Branch that carries deposit insurance.

1) QUALIFICATIONS FOR MEMBERSHIP

- A) Any person who qualifies under definition B) above may become a voting member upon payment of a membership fee set at the Annual General Meeting. This membership shall be payable on the first day of each year in advance. This provision is subject to paragraph E) below.
- B) Membership entitles a current card holding member and his or her family to all rights and privileges of the camp association as defined by these by-laws.
- C) A member may be suspended or expelled for violation of rules and regulations as set up by the Association.
- D) A person who ceases to qualify as an active member in good standing shall lose his or her right to membership at such time as he or she is disqualified.
- E) Any person who qualifies for membership, but is not a license holder, may become an associate member with all rights and privileges other than voting on issues that require dealings with money and Constitutional matters.

2) BOARD OF DIRECTORS

The Board of Directors shall consist of the President, Vice-President, Secretary, Treasurer, and eight directors elected by the Association at its Annual General Meeting. A Pastoral Advisor

shall also be a member of the Board. All Board members must be full voting members, and age of majority. Two auxiliary members will be appointed by the Board of Directors: one from our youth membership; one from the seasonal lot membership with all rights and privileges other than voting on issues that require dealings with money and Constitutional matters. The Board shall, subject to the by-laws or directions given it by majority vote at any meeting properly called and constituted, have full control and management of the business and affairs of the Association and meetings of the Board shall be held as often as the Association shall require, and at least once every three months, and shall be called by the President. A special meeting may be called on the instructions of any two members thereof provided they request the President in writing to call such meeting, and state the business to be brought before the meeting. Meetings of the Board shall be called by ten days notice in writing mailed to each member or by three days notice by telephone. Any seven members shall constitute a quorum, and meetings may be held without notice if transactions at such meetings are ratified at the next regularly called meeting of the Board, otherwise they shall be null and void.

There shall be the following standing committees to be elected by the Board of Directors whereby the Chairperson of these committees shall be a member of the Board of Directors: Finance Committee, Beaches Piers and Playgrounds, Spiritual Life, Publicity, and Trustees. The Board may appoint any additional committees it deems necessary to carry out the objectives of the camp. At least one meeting per year should be held at the camp during the summer to give the members better access to the Board.

3) PRESIDENT

The President shall be an ex-officio member of all committees. He or she shall, when present, preside at all meetings of the Association and of the Board. In his or her absence the Vice-President shall preside at any such meetings, and in the absence of both, the Chairperson may be elected by the meeting to preside thereat.

4) SECRETARY

- A) It shall be the duty of the Secretary to attend the meetings of the Association and of the Board, and to keep accurate minutes of the same. He or she shall have charge of the Seal of the Society, which Seal whenever used shall be authenticated by the signature of the Secretary and the President, or in the case of the death or inability of either to act, by the Vice-President. In case of the absence of the Secretary, his or her duties shall be discharged by such an officer as may be appointed by the Board. The Secretary shall have charge of all correspondence of the Association and be under the direction of the President of the Board.
- B) The Secretary shall also keep record of all the members of the Association and their addresses, and send all notices of the various meetings as required.

5) TREASURER

The Treasurer shall receive all monies paid to the Association, including church donations and camping fees, and shall be responsible for the deposit of the same in whatever Bank the Board may order. He or she shall properly account for the funds of the Association and maintain such books as may be directed. He or she shall present a full detailed account of receipts and disbursements to all Board meetings and shall prepare for submission to the annual meeting a statement duly audited as hereinafter set forth of the financial position of the Association and submit a copy of same to the Secretary for the records of the Association. The Treasurer shall

be assisted by a Financial Secretary. The Financial Secretary shall be a member of the Finance Committee and be responsible to the Treasurer. He or she shall be appointed by the Board of Directors.

6) CONGREGATION CAMP REPRESENTATIVES

All Lutheran churches within available distance of the camp shall be encouraged to appoint a Camp Representative to the Camp Association. The duties of the representatives shall be to attend as many Board meetings as possible in order to become acquainted with the Camp's plans and programs and to pass this information along to their respective congregations. The above-mentioned representative shall have no voting privileges at Board meetings, but are encouraged to participate in discussions and make recommendations as they see fit.

7) AUDITING

- A) The book accounts and records of the Association shall be audited at least once each year by:
 - a duly qualified accountant, or
 - an Audit Committee, consisting of three members in good standing, who are appointed annually by the Board of Directors for that purpose. December 31st in each year shall be the end of the fiscal year of the Association.
- B) The books and records of the Association may be inspected by any member of the Association at the Annual General Meeting provided for herein or at any time upon giving reasonable notice and arranging a time satisfactory to the officers having charge of the same. Each member of the Board shall at all times have access to such books and records.

8) MEETINGS

- A) This Association shall hold an Annual General Meeting on or before the last day of April in each year, of which meeting due notice shall be given to all members. At this meeting there shall be elected a President and Secretary, or Vice-President and Treasurer (alternating years), eight directors (four directors in alternating years). The position of Pastoral Adviser shall be filled by the Pastor serving the camp, or if vacant, appointed by the Board.
- B) General meetings of the Association may be called at any time by the Secretary upon the instruction of the President or Board by notice in writing to the last known address of each active member in good standing delivered in mail twenty-one days previous to the date of such a meeting. A special meeting shall be called by the President or Secretary upon receipt by him or her of a petition signed by thirty (30) active members in good standing, setting forth the reasons for calling such a meeting, which shall be by letter to the last known address of each member delivered in the mail eight days previous to the meeting.
- C) A General Information Meeting may be held at the Camp during July or August each year.

9) VOTING

Any member, holding a current membership card, or one of the immediate family (spouse and children) who is age of majority, who has not been suspended or expelled as herein provided and qualifies in respect to section (B) under Definitions, shall have the right to vote at any General Meeting of the Society. When voting on issues dealing with money and Constitutional matters there will be one (1) ballot per 'Licence to Occupy'.

10) REMUNERATION

Unless authorized, at any General Meeting of the Association, no Officer or member of the Association shall receive any remuneration for his or her services as a Board or Committee member.

11) ELECTIONS

Elections shall be by secret ballot at the Annual General Meeting. The candidate for any position who receives the largest number of votes shall be declared elected. In the event that two candidates have votes cast in their favour in the same number and such number is greater than those case for other candidates, then those candidates receiving the lesser number of votes will retire and a new election will be held to declare a winner.

12) TERM OF OFFICE

The President and Secretary; the Vice-President and Treasurer, shall be elected for a two-year term on alternating years. These officers shall not hold the same office for more than three consecutive terms. The Board of Directors are to be elected each year. The Board shall have at least one clergyman. No Board member may hold office for more than two consecutive terms.

13) BORROWING POWERS

For the purpose of carrying out its objectives, the Association may borrow or raise or secure the payment of money in such manner as it thinks fair, but this power shall be exercised only under the authority of the Association, by the sanction of an extra-ordinary resolution of the Association. Such resolution must be passed by a majority vote at any duly called General Meeting of the membership.

14) SPENDING LIMITS

The maximum, non-budgeted amount, that the Board of Directors can authorize to spend without first obtaining permission from the membership is \$3,000.00.

15) INVESTMENT POWERS

The Association may deposit funds into any financial institution as defined in this document, Government Bonds and Treasury Bills. The Association may purchase investments as approved by the Board of Directors. The overriding factor in approving investments is the Prudent Person rule that: recognizes that these funds are entrusted to the association by the members and investments are to be low risk as to protect the original principal.

16) LICENSE TO OCCUPY

- A) Application for license to occupy a lot may be made by any active or associate member in good standing holding a current membership card.
- B) Every licensee shall be obligated to renew his or her membership annually and pay all levies assessed against him or her by the Association.
- C) Any levies and/or taxes as set forth by the membership, at a called General Meeting, must be paid annually. Failing this, the Association reserves the right to terminate the lot license to collect the money in arrears and retain any balances owing as liquidated damages.
- D) All lot licenses to occupy agreements, transfers, and transactions are to be handled through the Association in a form approved by the Directors from time to time and at a schedule of fees to be set by the Board of Directors.
- E) Each licensee may pay his/her portion of taxes on the improvements on his/her lot to the Association according to the assessment of the County tax notice. Failing this the Association reserves the right to terminate the license (foreclose) the lot in question, sell the improvements, and collect the money in arrears plus transfer charges and pay the remaining balance back to the original licensee. The County of Lac Ste. Anne #28 will at all times hold the Lutheran Camp

Association liable to the taxes on all individual lots. An official tax notice will be issued each year from the Lutheran Camp Association to each lot licensee.

- F) The Association may start foreclosure proceedings on any account that is twelve (12) months in arrears.

17) LOT LICENSE AGREEMENTS

- A) All License to Occupy transactions must be processed by the Treasurer of the Lutheran Camp Association.
- B) A 'Lot Licensee' may sell his improvements to another active member or associate member, who will receive first priority in the issuance of a Lot Licence. The Association will reimburse the Lot Licensee the original purchase price of the Licence to Occupy. Such member will receive first priority in the issuance of a Lot Licence.
- C) A first option on a License to Occupy may be placed by means of a letter to the Treasurer. This option is valid for a period of one year and may be renewed in writing, prior to the expiry date, for another year period. Any number of renewable options may be placed in this manner. If the first one year option is not renewed then the next option of another person will take priority.
- D) In an estate, the License to Occupy may be willed only to another active member providing that the beneficiary can abide by the constitution. If this cannot be met then the License to Occupy is re-purchased by the Lutheran Camp Association at the original purchase price and improvements, if any, must be given to the beneficiary for sale or removal within such time frame as mutually agreed by the Board of Directors and the beneficiary. The Association has the right to deal with any remaining improvements on the lot as it sees fit.
- E) If a Lot Licensee fails to qualify for membership, then that person must transfer his/her License to Occupy back to the Lutheran Camp Association at the original purchase price. It will be the responsibility of the Lot Licensee to remove or sell any improvements on that lot. At the expiration of six months from notice by the Association, the Association has the right to deal with any remaining improvements on the lot as it sees fit.
- F) A Licence to Occupy may be transferred to an immediate family member provided he/she is an active or associate member holding a current membership card. Immediate family is defined as parents and children of the Lot Licensee.
- G) When a current Lot Licensee wishes to trade one Licence to Occupy for another, the trade will be treated as two separate transactions. The original Licence to Occupy will be repurchased at the original purchase price. The Licence to Occupy being acquired will be at the prevailing purchase price.

17 RESIDENCY

In keeping with Provincial Legislation and the original purpose of the Camp, there will be no permanent residents allowed except the caretaker.

18) CONSTITUTION AND BY-LAWS

The constitution and by-laws may be rescinded, altered, or added to, by an "extra-ordinary resolution" passed by a majority of not less than three-fourths of such members entitled to vote as are present in person at a General Meeting of which 21 days written notice specifying the intention to propose the resolution as an extra-ordinary resolution has been duly given.

19) OFFICIAL RECEIPTS

[From Section 27(1)(a) of the Income Tax Act]

In compliance with Revenue Canada, there shall be "official receipts" with registration number issued only for those donations and gifts where no privilege, right, advantage, or benefit

accrued to the donor; this also means no "official receipt" for membership fees and Licenses to Occupy.

20) DISSOLUTION

In the event of the winding up of the Lutheran Camp Association, the holders of Licences to Occupy shall be treated as preferred creditors by the Liquidator. In compliance with the Revenue Canada, the Lutheran Camp Association shall in the event of winding up or dissolution, distribute the assets to the Lutheran Church, Canada. Alberta-British Columbia District.

(In compliance with Revenue Canada Guidelines the assets of the Association will be distributed on dissolution or winding up to: locally based Lutheran charities and institutions for the promotion of Christian education such as Concordia College, the School for the Deaf or university chaplaincy; and institutions that provide care for retired Lutherans such as the Good Samaritan Society; and Local Mission projects such as the Lutheran Air Ministry or Lutheran Institutional Ministry.)