Example Articles of Association

We the undersigned, acting as organizers of this association under the Laws of (State) governing nonprofit unincorporated associations hereby certify:

Article I
Name

The name of this association shall be _____.

Article II
Duration

The duration of this association shall be perpetual.

Article III
Purpose

1. This association is organized as a mutual benefit association exclusively for the purpose of providing hunting and other outdoor recreational opportunities for its members. This association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this association.

2. No member or director shall have any right, title, or interest in or to any property of this association. No part of the net earnings of the association shall inure to the benefit of, or be distributable to its members, directors, or other private persons, except that the association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth hereof.

3. No substantial part of the activities of the association shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the association shall not participate in, or intervene in any political campaign including the publishing or distribution of statements on behalf of or in opposition to any candidate for public office.
4. Notwithstanding any other provision of these articles, the association shall not carry on any other activities not permitted to be carried on (a) by an association exempt from federal income tax under section 501(c)(7) of the Internal Revenue Code or the corresponding section of any future federal tax code.

Article IV
Directors and Officers

1. The management of the affairs of this association shall be vested in a board of directors. The Board of Directors and Officers cannot be family or in any way related. This association's initial board of directors shall be comprised of the following persons:

Title	Name	Address
President	_____	_____ _____ _____
Vice President	_____	_____ _____ _____
Secretary	_____	_____ _____ _____
Treasurer	_____	_____ _____ _____
Camp Master	_____	_____ _____ _____

2. The above-named directors will serve until their successors are duly elected and qualified as provided herein:

3. Directors shall be elected by this association's members. Election of directors shall be by simple plurality at the first annual membership meeting; thereafter elections of directors shall be by simple majority as provided herein.
4. The Board of Directors shall consist of five directors that serve five (5) year staggered terms. Elections shall be held for all five directors at the first annual membership meeting. Directors shall draw for terms of office following their election at the first annual membership meeting, thereafter directors shall serve a term of five (5) years from the date of his or her installation and until his or her successor is duly elected and qualified.

5. Should a director be unable to complete his term, a special election shall be held to elect a director to serve out the vacant term.

6. Removal of a director shall be by written ballot as provided herein.

7. The board of directors of this association shall annually elect board officers.

8. Officers shall consist of president, vice president, secretary, treasurer, and camp master. Election for officers shall be held separately in the order listed above. A director may hold only one office.

9. The duties of the officers of this association's board of directors shall be:

a. President – The president shall represent this association in the conduct of this association's business and preside over meetings.

b. Vice–President - The vice president shall act in the place and stead of the president in the president's absence or inability or refusal to act. The vice-president shall serve as chairman of any committee appointed by the board and shall exercise and discharge those other duties as may be required by the Board of Directors.

c. Secretary- The secretary shall maintain the membership records of this association and minutes of meetings.

d. Treasurer - The treasurer shall serve as this association's chief financial officer. The Treasurer shall receive and deposit in appropriate bank accounts all moneys of this association and shall disburse those funds as directed by resolution of the Board of Directors. The Treasurer shall prepare financial statements, and income tax returns. The Treasurer shall present a financial report at each director and membership meeting.

e. Camp Master - The camp master shall assign deer stands, and campsites.

Article V
Bylaws

The organizer shall adopt the initial bylaws of the association. The directors of this association may amend the bylaws at any time by the provisions herein.

Article VI
Fiscal Year

This association shall operate from July 1st to June 30th as its fiscal year.

Article VII
Members

1. This association shall have members.

2. Membership shall be limited to _____persons.

3. Association membership shall require a majority vote of the directors of this association.

4. This association's directors shall consider persons for association membership as provided herein:

    a. Persons must be nominated by an association member for consideration.

    b. Nominations approved by this association's directors shall be placed on a membership waiting list.

c. The membership waiting list shall be available for inspection upon request by a member of this association.

d. Directors shall select prospective members from the membership waiting list.

e. Prospective members shall be eligible for association membership after the completion of a one (1) year probationary period.

Article VIII
Dues, Assessments, Fees, and Penalties

1. The Association's activities shall be funded through the use of annual membership dues, assessments, and fees charged to members who take part in this association's activities. All the funds collected by this association shall only be used to provide for the purposes permitted by these articles herein.

2. This association's members shall pay annual dues that are an equal share of normal operating expenses (e.g., lease fees, association food plots, and other recurring expenses). This association's members shall pay assessments that are an equal share of capital expenses.

3. This association's members shall pay fees for camping and other membership activities. Said fees shall be at an amount per individual per activity, or part thereof, which shall not exceed the amount which is reasonably estimated to be necessary to pay the costs of said activity.
4. A 10% late penalty shall be assessed for failure to pay Dues, Assessments, or Fees by the due date(s) as prescribed in this association's bylaws.

Article IX
Fines, Suspension, and Expulsion

1. Fines may be prescribed in this association's bylaws for violation of game harvest guidelines:

    a. Association members shall be entitled to make a written appeal challenging fines to this association's board of directors. Written appeals must be made within (30) days of the effective date of the fine.

2. This association's members shall be subject to suspension, or expulsion from this association for:

    a. Failure to pay dues, assessments, fees, penalties, or fines in full within thirty (30) days of the due date(s) prescribed in this association's bylaws.

    b. Violation of this association's bylaws.

    c. Breach of the terms and conditions of this association's hunting lease

agreement(s).

d. Violation of state or federal wildlife regulations.

e. Violation of state or federal laws

3. No member may be suspended, or expelled from this association except pursuant to a fair and reasonable procedure that is carried out in good faith by this association's directors:

   a. This association's directors shall consider all relevant facts and circumstances in determining the reasons therefor.

   b. Association members shall be given written notice of the reasons for suspension or expulsion. Written notice shall be given not less than fifteen (15) days prior to the date of suspension or expulsion. Written notice shall be by US Mail sent to the last address of the member shown in this association's records.

   c. Association members shall be entitled to make a written appeal to this association's board of directors. Written appeals challenging, suspension or expulsion, including appeals in which defective notice is alleged, must be commenced within one (1) year of the effective date of the fine, suspension, or expulsion.

Article X
Voting

1. Four-fifth's (4/5) of the board of directors must be present in person or by proxy to constitute a quorum for a board of directors meeting. If quorum is met, a majority vote of the votes cast is an act of this association's directors.
2. One-third (1/3) or more of the votes entitled to be cast on a matter shall be present in person or by proxy to constitute a quorum for a membership meeting and One-third (1/3) or more of the votes entitled to be cast on a matter shall be cast by written ballot to constitute a quorum. If quorum is met, a majority vote of the votes cast is an act of this association's members except that an affirmative vote of two-thirds (2/3) of the votes cast by this association's members shall be required to Remove a Director or Dissolve this Association.

Article XI
Proxies

1. A member may appoint a proxy to vote or otherwise act for the member by signing an appointment form either personally or by an attorney-in-fact.

2. A proxy is subject to any express limitation on the proxy's authority appearing on the face of the appointment form, an association is entitled to accept the proxy's vote or other action as that of the member making the appointment.

3. An appointment of a proxy is effective when received by this association's secretary or

other officer authorized to tabulate votes. An appointment is valid for eleven (11) months unless a different period is expressly provided in the appointment form; provided however that no proxy shall be valid for more than three (3) years from its date of execution.

The death or incapacity of the member appointing a proxy does not affect the right of the association to accept the proxy's authority unless notice of the death or incapacity is received by the secretary or other officer authorized to tabulate votes before the proxy exercises authority under the appointment.

Appointment of a proxy is revoked by the person appointing the proxy:

a. The member attending any meeting and voting in person; Or.

b. Signing and delivering to the secretary or other officer authorized to tabulate proxy votes either a written notice stating that the appointment of the proxy is revoked or a subsequent appointment form.

Article XII
Meetings

1. Meetings of this association's directors and members shall be conducted according to *The Modern Rules of Order.*

2. Director Meetings

    a. Meetings of the Board of Directors may be called by Board resolution, by the President, or by any three (3) Directors. The Board, the President, or the Directors calling the meeting, shall fix the date, time and place and give notice thereof.
    b. Meetings may be held by conference call, without regard to the actual location of the Director at the time of such conference call meeting, if all Directors consent thereto.

3. Membership Meetings

    a. Meeting Notice

        i. This association shall notify its members of the place, date, and time of meetings by U.S. Mail no fewer than thirty (30) or more than sixty (60) days before the meeting date.

        ii. This association shall prepare a list of the names of all its members who are entitled to notice of the meeting. The list shall include which members are entitled to vote at the meeting. The list shall be provided in the meeting notice and shall be posted at the meeting.

    b. Annual Membership Meeting

i. This association shall hold an annual or bi-annual membership meetings.

ii. The place and time shall be prescribed in this association's bylaws.
iii. The president shall provide a report on the state of this association.

iv. The treasurer shall provide a report on the financial condition of this association and.

v. The membership shall hold elections for directors.

c. Special Membership Meetings

i. This association shall hold a special meeting of its members on the call of the board of directors. This association's members shall consider and act only upon matters consistent with the meeting notice.
ii. This association shall hold a special meeting of members if at least five percent (5%) of the voting members sign, date, and deliver to any board member (1) or more written demands for a special meeting. Only those matters that are within the purpose(s) described in the meeting notice may be consider and acted upon by this association's members.

Article XIII
Action by Written Ballot

1. Any action that may be taken at the annual or any special meetings of this association's members may be taken by written ballot without a meeting.

2. This association shall act by written ballot on the call of the board of directors or if at least five percent (5%) of the voting members sign, date, and deliver to any board member (1) or more written demands for action by written ballot.

3. This association shall deliver a written ballot to every member entitled to vote on the matter by U.S. mail no fewer than thirty (30) or more than sixty (60) days prior to the vote.

4. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action.

5. The written ballot shall indicate the number of responses needed to meet the quorum requirements and state the percentage of approvals necessary to approve each matter.

6. The written ballot shall specify the time by which a ballot must be received by the association in order to be counted.

7. A written ballot may not be revoked.

Article XIV
Indemnification

1. This association does indemnify any directors, members, employees, incorporators, shareholders of this association from any liability regarding the association and the business of the association, unless the person fraudulently and intentionally violated the law and/or maliciously conducted acts to damage and/or defraud this association, or as otherwise provided under applicable state corporate statute.

2. No director or member of this association shall be personally liable for the debts or obligations of this association of any nature whatsoever, nor shall any of the property of the directors or members be subject to the payment of the debts or obligations of this association.

Article XV
Dissolution of this Association

1. Dissolution of this association shall be by written ballot of this association's membership.

2. Upon the dissolution of the association, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Article XVI
Initial Registered Agent

This association's initial registered agent

Name **Address**

_____ _____
_____
_____

Statement of Acceptance by Registered Agent

I, _____, hereby accept the appointment as Initial Registered Agent of _____, this association which is named in these Articles of Association.

_____
(signature)
Registered Agent

Article XVIII
Principal Office and Mailing Address

The complete street address of the initial designated principal office is:

_____

The complete mailing address is:

Article XVIII
Effectiveness

This document becomes effective as of _____.
(Date)

Article XIX
Organizers

The undersigned sign this document subject to penalties imposed by law for the submission of a materially false or fraudulent instrument.

Name **Address**

_____ _____
_____
_____

_____ **(signature)** _____ Date: _____
Organizer

Name **Address**

_____ _____
_____
_____

_____ **(signature)** _____ Date: _____
Organizer

Name **Address**

_____ _____
_____
_____

_____ **(signature)** _____ Date: _____

Organizer

Example Bylaws

Club Policies

1. Code of Conduct Policy
    a. Members and guests shall adhere to the policies and rules contained herein:

        i. Members and guest are expected to conduct themselves in an ethical manner, with due regard for the safety, well-being and rights all persons.
        ii. Members and guest shall adhere to this corporation's bylaws, hunting lease agreement(s), State & Federal wildlife regulations, and State & Federal laws.

2. Whistleblower Policy

    a. This Whistleblower Policy is intended to encourage members and guests to reports violations or suspected violations of this corporation's bylaws, hunting lease agreement(s), State & Federal wildlife regulations, and State & Federal laws. Members and guests shall report violations or suspected violations in accordance with this Whistleblower Policy.

    b. This corporation's board of directors is responsible for investigating and resolving all reported allegations concerning violations or suspected violations. The Board of Directors shall acknowledge receipt of reports of violations or suspected violations within 7 days.

    c. Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously to a board member or the board. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

    d. Anyone filing a complaint concerning violation or suspected violations must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation.

    e. No member or guest, who in good faith reports a violation, shall suffer harassment, retaliation, or adverse consequence.

    f. Any member who retaliates against someone who has reported a violation in good faith is subject to discipline up to and expulsion from this corporation.

    g. Any allegations which prove to have been made in bad faith (i.e., maliciously, or knowingly to be false) will be subject to discipline up to and expulsion from this corporation.

3. Guests Policy

    a. Members must accompany guests and are responsible for guest's actions.

    b. Any game taken by a guest shall counts against the member's bag limits.

    c. Non-family guests prohibited during first week of muzzleloading gun deer season, modern gun deer season and turkey season.

    d. Other than immediate family a member may have only one (1) guest per day.

4. Membership List Policy

    A membership list shall be posted at the camp check station.

    a. Member contact information is to be considered confidential and shall not be given or shared with anyone other than club members without the consent of the board of directors.

    b. Without the consent of the board of directors a membership list or any part of it shall not be:
        i. Used for any commercial purpose.
        ii. Used to solicit money or property.

        iii. Sold to or given to any person.

5. Club Rules

    a. General
        a. Do not install any food plots, ponds, water holes, roads, bridges, gates, fences, camps, buildings, shelters, or other structures, permanent or temporary, without permission from the Board of Director and written permission from the landowner.

        b. Do not cut, damage, or place nails, screws, or spikes in trees.

        c. No littering.

2. Alcohol & Drugs

    a. Responsible consumption of alcoholic beverages is permitted.

    b. Drunkenness and disorderly behavior will not be tolerated.

    c. Consumption of alcohol beverages shall be restricted to the club's

campsite.

d. Hunting and operation of vehicles, ATV's, and UTV's under the influence of alcohol or drugs is prohibited.

3. Firearms Safety - All members and guests shall faithfully practice firearm safety.

a. No discharge of firearms (muzzleloader caps included) at the club's campsite.

b. No horseplay.

c. Treat every gun with the respect due a loaded gun.

d. Keep safety on until ready to shoot.

e. Never point a gun at anything you do not want to shoot.

f. Be sure of your target and what is beyond.

4. Shooting Range

a. Do not shoot outside the posted range limits.

b. Range hours 11am to 2pm during deer or turkey seasons, otherwise sunrise to sunset.

5. Vehicles, ATVs, and UTV's

a. Vehicles, ATVs, and UTV's should be marked with a club identification decal.

b. Make every effort to avoid damage to roads and trails.

c. No mud bogging.

d. Vehicles restricted to maintained roads.

e. ATVs and UTV's restricted to maintained roads, and established trails.

f. No recreational ATV's and UTV's riding during any deer or turkey season.

6. Deer Stands

a. All stands on club food plots will be open stands and may be hunted on a first come first hunt basis.

b. Each member shall be allowed a maximum of two (2) private stands.

c. Members may use a portable stand or blind; however, they must be removed at the end of the day's hunt.

d. All stands must have a sign permanently attached at eye level with member's name and cell phone number.

e. Stands should not be nailed to trees or fastened with any metal device that penetrates the bark.

7. Game Management

a. Participation in the game management program, including but not limited to club harvest restrictions, and checking all game is mandatory.

b. Data collection

i. Deer or turkey shall be tagged and checked at the camp check station prior to the deer being dressed or removed from the lease.

ii. A digital photo shall be taken of turkeys and antlered bucks and emailed to the club secretary.

iii. Members shall collect biological data from deer and turkey.

iv. Members shall follow the written procedures posted at the check station.

v. All antlered bucks must be scored by a qualified B&C scorer.

a. Qualified scorer's names will be posted at the Check Station.

b. Bucks cannot be scored by the person who harvested the deer.

c. Members may protest a buck's antler score.

d. The board will appoint a three member "Antler Scoring Panel" to resolve protests.

c. Doe Harvest - No Bag Limit

i. Members are required to harvest a minimum of two (2) doe before the end of Modern Gun Season.

ii. Non-compliance shall result in a $100 fine per doe.

iii. Doe tags will be kept at the check station and will be available on first come first use basis.

iv. Doe tags will not be kept by members while not hunting.

d. Buck Harvest – Bag Limit 2 per membership.

i. Antlerless buck (Button Buck or Shed Buck) harvest prohibited.

ii. Antlered buck harvest restriction – Bucks must be a minimum of 4.5 years old or have a gross B&C score of 120.

iii. Non-compliance of antlered buck harvest restrictions shall result in a $100 fine and forfeiture of (1) buck from the member's bag limit for each under-age/under-size buck.

iv. Fines shall be assessed after the hunting season and loss of bucks from the member's bag limit shall apply in the subsequent year.

e. Wild Turkey Harvest – Limit 2 per membership

i. Harvest of hens and jakes prohibited.

ii. Non-compliance shall result in a $100 fine and loss of (1) gobbler from the member's bag limit.

8. Dogs

a. Dogs may not be used to hunt hogs or deer; however leashed dogs may be used to retrieve wounded game.

b. Dogs may be used for small game hunting and furbearer hunting during open seasons from January 1st to March 31st.

9. Food Plots

a. Do not drive on the food plots.

b. Hunting on numbered (club food plots) shall be on a first come first use basis.

c. Club members shall place their food plot tag on the food plot sign when hunting on a food plot, no reserving food plots.