

Restful Haven Health Club, Inc.

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Mountaindale Sun Resort

2026 – 2027

Bylaws

&

Procedure Manual

Revised August 2026

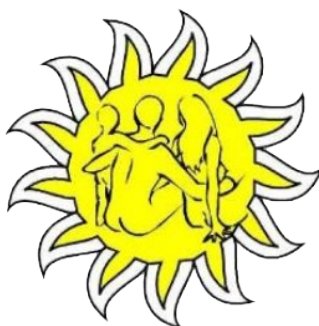


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Section I – Restful Haven Health Club Bylaws

Article I – Name and Principal Office

- A. **Name:** Restful Haven Health Club, Inc. (RHHC), doing business as Mountaindale Sun Resort (MSR), is a mutual benefit, non-profit organization incorporated under the laws of the State of Oregon.
- B. **Principal Office:** The principal office of MSR is located at 27100 NW Dairy Creek Road, North Plains, Oregon 97133.

Article II – Philosophy, Purpose, and Affiliations

- A. **Philosophy:** The organization recognizes the inherent wholesomeness of the human body and believes that life is enhanced through the naturalness of social nudity. Physical health and mental well-being are enriched via social nude recreation. The right to practice social nudity in appropriate settings is affirmed, provided that such practice does not infringe upon the rights of others.
- B. **Purpose:** MSR provides a facility for the practice of social nudity that is owned, managed, and governed democratically by its members.
- C. **Affiliation:** MSR is affiliated with the American Association for Nude Recreation (AANR), AANR Northwest (AANR-NW), the International Naturist Federation, and the Naturist Society.
- D. **Mission:** The mission of MSR is to provide a safe, secure, family-friendly clothing-optional retreat that inspires wellness, wholeness, and community for individuals, friends, and families of all ages, genders, marital status, religious beliefs, ethnic origins, sexual orientations, and physical abilities.
- E. **Vision:** MSR aims to be the most welcoming and inviting clothing-optional resort in the Pacific Northwest.

Article III – Powers of the Organization

MSR shall engage in activities that further the organization's philosophy, purpose, and affiliations as outlined in Article

Article IV – Amplification of Bylaws

- A. **Procedure Manual:** The members of MSR shall adopt and amend a Procedure Manual for these Bylaws as necessary.
- B. **Ground Rules:** Written guidelines will be maintained, posted, and provided to all members and first-time non-members. Topics cover fees, visitor rules, minors, privacy, sanitation, safety, conduct, camera restrictions, firearms prohibition, and other relevant subjects. Ground Rules are included in the Procedure Manual.
- C. **Legal Forms:** MSR's standard legal forms, including but not limited to the Photography Agreement and Release Form, Lot Lease Guide, and Lot Lease Agreement Form, are included in the Procedure Manual.

Article V – Abbreviations and Key Terms

- [A: Refers to Article in the Bylaws.]
- A9C: Refers to Bylaws Article 9, Section C.

- A16D1a: Refers to Bylaws Article 16, Section D, part 1, subpart a.
- AANR: American Association for Nude Recreation, accrediting nudist clubs in North America and representing the United States in INF.
- AANR-NW: American Association for Nude Recreation of the Northwest, a regional subsidiary of AANR.
- [BL: Refers to Bylaws]
- [Certifying Officers: Certify election of board members and delegates.]
- Good Standing: An MSR member is in 'good standing' if current in all payments due to MSR, has no membership privileges currently suspended, and is not recommended for expulsion by the Board.
- Grounds: The real property owned by MSR.
- Grounds Fee: User fee charged to non-MSR members for use of MSR grounds.
- INF: International Naturist Federation, the federation of national nudist/naturist organizations.
- Naturist: See nudist.
- Nudist: An individual who frequently prefers to be nude when clothing is not needed for protection and who often acts on that preference.
- PM: Procedure Manual.
- PM 1.03: Refers to Procedure Manual Section 1.03.
- MSR: Mountindale Sun Resort.
- Social Nudist: An individual who chooses to be nude in groups of nudists.
- TNS: The Naturist Society, accrediting nudist clubs in North America and supporting clothing-optional use of public lands worldwide.

Article VI – Government

MSR is governed by its members through its Bylaws and Procedure Manual. The membership elects an Executive Board and various Officials and establishes standing committees. Duties and responsibilities are assigned, and authority is delegated as necessary to carry out these assignments.

A. Executive Board:

The Executive Board consists of five (5) elected Officers and three (3) elected Directors. The Board and each member act as directed by votes specified in the bylaws.

1. Officers include President, Vice President, Secretary, Treasurer, and Membership Officer. Officers serve one-year terms from the end of the August meeting through the following August meeting or until successors are elected. Officers are limited to four

consecutive years in the same office unless no other members wish to run, in which case the current officer may continue.

2. Directors serve staggered three-year terms, beginning at the end of the August meeting at which they are elected.

3. Two separate board members should always possess a digital copy.

4. The executive board will designate one liaison to coordinate with the host.

B. Officials:

Officials include the Membership Committee Vice-Chair, the AANR Northwest Regional Director, and the AANR and AANR Northwest Delegates to Conventions.

1. The Membership Committee Vice-Chair is nominated and elected via the same process as Executive Board members.

2. The AANR Northwest Director and Convention Delegates are nominated from the floor at the August meeting and elected by majority vote for a two-year period.

C. Eligibility:

1. A Regular Member must be in good standing for one full year prior to nomination or appointment to the Executive Board or as an Official.

2. Except for the current Vice President, only members who have completed at least one full term on the Board of Directors may serve as President.

3. Executive Board members and Officials may be re-elected if eligible under Article VI, Section A, Item 1.

4. Any member in good standing may serve on any committee.

D. Election of Executive Board Members and Membership Committee Vice Chair:

1. Nominations: Nominations are held at the regular June meeting and called three times before closing.

2. Elections: Ballots are sent to all eligible members immediately after the July meeting and may be returned by electronic mail, online voting, or handed to talliers before the August meeting. The tally is completed and announced during the August meeting. If two members are running for a position, election is by majority vote via secret ballot. If three or more are running, election is by plurality via secret ballot.

3. Installations: Newly elected Executive Board members are installed as the last act of business at the August meeting.

4. Vacancies: The President appoints an eligible member to fill any vacancy on the Executive Board or among Officials, qualified under Article VI.C.(1&2). The appointee serves until the end of the next August meeting. For temporary vacancies, the Board may appoint a replacement with all privileges until the regular member returns. If the

President's office is vacant, the Vice-President becomes President until August; the new President promptly appoints a Vice-President.

E. Authority of the Executive Board:

1. The Executive Board has all necessary authority to carry out its duties and responsibilities.
2. The Board may recommend approval or rejection of any business at any Business meeting.
3. The Board acts in emergencies requiring solutions before the next Regular Business Meeting. Decisions require approval of two-thirds of the Board members polled; all Board members must be contacted. Minutes are taken and ratified at the next in-person Board Meeting. Emergency actions must conform to existing Bylaws and Procedure Manual provisions.
4. The Executive Board has authority to appoint the Club's Certifying Officers.

F. Committees:

1. Ad Hoc Committees: The Board may create Ad Hoc committees as needed.
2. Standing Committees: All Standing Committees are described in Procedure Manual, Section 1.03.00.
3. Committee Appointments: The President may appoint committee chairs, or committee members may vote their own chairperson and accept volunteers as committee members unless constrained by these Bylaws or Procedure Manual.

Article VII – Meetings

Executive Board and Membership Meetings conduct MSR business and provide for open, orderly discussion of matters related to social nudism and MSR.

A. Executive Board Meetings

The Executive Board shall meet at least monthly. The President shall set the date, time, and location of each meeting.

1. Each Board member has one vote. The President may vote only to break or create a tie.
2. The Board may recess into Executive Session at a Board officer's request.
3. Executive Board Meetings are open to all MSR members except during Executive Session.
4. Monthly Executive Board Meetings may be hybrid when technology allows. If the Club is closed because of severe weather, public safety concerns, or other events preventing use of MSR's meeting location, the meeting may be held virtually.

B. Membership Meetings

1. Regular Business Meetings:

Regular business meetings of MSR will be held at MSR on the second Saturday of each month, unless the executive board directs otherwise. The meeting time will be announced in the current newsletter or on the MSR website.

a. Canceling a meeting: The Board may cancel a meeting without notice but shall make reasonable efforts to notify members when required, including during weather emergencies or power failures. If the Board changes a meeting's date, place, or time, it shall give notice by email or mail to each member's last recorded address at least seven (7) calendar days in advance and post notice on the website.

b. Attendance: Monthly Regular Business Meetings may be hybrid when technology allows. If the Club is closed because of severe weather, public safety concerns, or other events preventing use of MSR's meeting location, the meeting may be held virtually. A quorum is 30 MSR members eligible to vote. The Annual Meeting shall be held in August. Notice should be posted in the Clubhouse and on the website.

2. Special Business Meetings:

a. Notice to members: Special Business Meetings may be called by the President or five (5) Board members upon adequate notice to the President. The Board shall provide notice by email to each member's last recorded address at least seven (7) calendar days in advance. The notice shall include the meeting's date, place, time, purpose, and agenda.

b. Attendance: Special Business Meetings may be hybrid when technology allows. If the Club is closed because of severe weather, public safety concerns, or other events preventing use of MSR's meeting location, the meeting may be held virtually. A quorum is 40 MSR members eligible to vote.

3. Attendance at Meetings:

All MSR meetings are open to members current on dues and assessments who are not excluded under A.9.B.1.b. Non-members may attend and participate only with Board approval and may not vote.

4. Voting at Meetings:

Only eligible members may vote. Proxy voting is permitted if written proxy statements are presented to the Board at the start of the meeting. No person may cast more than two (2) proxy votes in addition to their own.

Article VIII – Membership

Membership is effective from May 1st to April 30th.

MSR affirms the AANR and AANR NW policies against discrimination, welcoming all individuals willing to conform to principles and standards regardless of age, gender, marital status, religious beliefs, ethnic origin, or sexual orientation, including all single, partnered, and married people of all gender identities.

A. Eligibility:

1. Membership is open to individuals of good character who are 18 years or older.

B. Application Process

1. Application and background Fee

A non-refundable Application and background Fee is required for all membership applications unless an exception applies. Former members in good standing who reapply within two years do not need to pay the fee.

2. Application Review and Interview

After receiving the completed application and fee, the Membership Committee welcomes interviews with the applicant within 40 days unless unexpected delays arise. The committee then submits its recommendation to the Executive Board at their next meeting. A background check is conducted, ideally within two weeks of receipt. If approved, the Membership Chair and at least two other members must sign the application.

3. Grounds Fee Waiver

From the date the Application and Application Fee are received, the applicant will not be charged Grounds Fees.

4. Acceptance as Probationary Member

Applicants will be notified of their acceptance after payment of the appropriate prorated MSR dues and one year's AANR and AANR Northwest dues, if applicable. Upon acceptance, the applicant will become a Probationary Member for one year.

5. Commencement and Conditional Nature of Probationary Membership

Probationary membership begins immediately after dues are paid. However, if the Membership Chair or Board members determine that the member is not a good fit for the club, the application may be denied following an interview with the Membership Chair.

6. Notification of Rejection

If the application is rejected, the applicant will be notified immediately in writing by two Executive Board members, or via certified and regular mail with a certificate of mailing, within ten days of the decision. Rejected applicants may not visit MSR, even as members of another AANR club, and may not reapply for membership for one year from the date of the applicable vote.

7. Probationary Membership Requirements

During the probationary year, all Probationary Members must attend three General Membership Meetings at which at least 20 people are present. Introductions at these meetings must include an oral biography of the applicant, based on their written application and interview. Additional background checks, reference checks, and interviews may be conducted during this period.

8. Voting on Full Membership

A vote to admit a Probationary Member as a full member occurs at the General Business Meeting after their one-year anniversary. Approval requires a two-thirds secret ballot of eligible attendees. The Probationary Member should be present and introduced; if online, attendance will confirm voting rights, and voting must occur within one day via electronic ballot. The Committee Chair may extend the final vote by up to 90 days if needed.

9. Objections to Membership

Members may voice objections to a Probationary Member's acceptance before balloting, either at the General Meeting or to the Board during the probationary year. Objections submitted to the Board follow A.VIII.C.7.d procedures. For virtual meetings, the Probationary Member will briefly leave to allow discussion of objections.

10. Attendance Waivers

Should a Probationary Member be unable to attend Saturday meetings, the Board has the discretion to waive the requirement of attending three meetings prior to the membership vote following the completion of the year-long probationary period.

C. Classes of Membership

1. Regular Members

Regular members **have voting rights, can hold office, and lease lots**. They must pay MSR, AANR, and AANR Northwest dues through MSR or another AANR-affiliated club.

2. Supporting Members

Starting August 2024, Supporting Membership is closed to new applicants, but current members keep their status. Supporting Members must belong to an AANR-affiliated club, paying dues through that club or MSR. They pay reduced MSR dues and have all privileges **except voting, holding office, and leasing lots**.

3. Associate Members

- a. An MSR Associate membership gives both AANR and AANR Northwest membership. Associate members are eligible for **discounted grounds fees** at AANR, TNS, INF affiliates, as well as any applicable overnight fees during their stay. However, Associate members are **not granted voting rights, the ability to hold elected offices, chair committees, or lease or rent lots**.
- b. An Associate member may apply to upgrade to Regular or Supporting Membership by applying to the Membership Committee, remitting any

additional required fees, and completing the one-year probationary period mandated for new members.

- c. The Membership Committee reserves the right to recommend waiving the probationary period for Associate members who have demonstrated active participation in MSR activities for more than one year.
- d. Both the Membership Committee and any MSR member may present a case to the Executive Board to terminate an Associate membership. The Executive Board may choose to investigate the matter directly or appoint a special committee to do so, with all findings subsequently reported to the Board. Should a majority of the Board determine that the Associate member does not meet good standing requirements, the membership will be terminated and AANR will be notified accordingly.

4. Life Members

Life membership has not been offered since 2020, but existing Life members retain their status.

- a. Life membership may be awarded to any individual at least 65 years old who has been a member for at least 20 consecutive years and whose membership was obtained before January 1, 1975, upon request.
- b. Life members enjoy the same privileges as Regular members.
- c. They do not pay MSR dues but are responsible for AANR and AANR Northwest dues, all applicable fees, and special assessments.
- d. Life members are also assessed an annual fee.

5. Honorary Members

- a. Honorary membership can be granted, re-granted or withdrawn by a two-thirds secret ballot vote at a Regular Meeting, for up to five years, to any unmarried individual or couple.
- b. Honorary members pay no MSR dues, fees, or assessments, and enjoy all privileges except voting, holding office, or leasing lots.
- c. They must follow all MSR rules but do not need to be nudists.

6. Visitor Members*

Visitor members are treated like other members but must pay daily Grounds Fees as specified. They are granted full access to common grounds, buildings, and facilities from 10:00 AM the day of arrival until 10:00 AM the following day.

- a. New visitors may access the facility free of charge on their initial visit.

7. Probationary Members

- a. All new Regular members serve a one-year probation.
- b. Former members rejoining within two years, who left in good standing, are exempt from probationary period.
- c. Individuals aged 18+ may transfer membership without probation period if:

1. Their parent(s) **and/or Guardian** have been members for at least two years,
 2. They have participated in MSR activities for the past two years,
 3. Their membership is approved by a two-thirds secret ballot vote at a Regular Business Meeting.
- d. Any member or the Membership Committee may request termination of a Probationary member's status. The Executive Board investigates and, by majority vote, may terminate the membership if requirements are not met.
1. Termination is effective upon written notification by two Board members or by certified mail. MSR refunds unused dues within 15 days. Terminated Probationary members cannot visit or reapply for two years.
 2. A terminated Probationary member may appeal to the Executive Board, in writing, for review at the next General Membership Meeting. Reversing termination requires a two-thirds majority. No interim privileges unless reinstated by vote.
- e. Probationary members are in good standing unless otherwise determined by the Board. Probation ends after one year and approval by general membership.
- f. Probationary members receive full privileges except:
1. They cannot hold elective office, chair committees/functions, or serve on the Membership Committee.
 2. Renting/leasing lots requires:
 - a. Three months' probation and attendance at least three meetings,
 - b. Written intentions to the Executive Board addressing their wish to rent or intent to lease a club-owned or Leaseholder's lot,
 - c. Executive Board agrees along with two-thirds of general membership approval,
 - d. Signed rental/lease agreement—fees and assessments are non-refundable if not accepted as full members,
 - e. Agreement stating lot and improvements revert to Club or prior Leaseholder if not accepted.

Article IX – Complaints and Expulsions

All internal MSR disputes are resolved according to these Bylaws and must not be referred externally.

A. Complaints:

1. Complaints must be submitted in writing, signed, and given to the President, Secretary, or present Board members within 48 hours of the incident.
 - a. If marked as a “Formal Complaint,” this should appear clearly at the top of form.
 - b. Two (2) Board members will review General Complaints to determine if escalation is needed.
 - c. The full Board reviews all complaints, regardless of type.

2. Upon receiving a complaint, the President will promptly call a Board meeting. Availability of parties involved will be considered, and the Board may meet with each party separately. Either party can request a joint meeting but granting it is at the Board's discretion.
 - a. If the complainant is unavailable after 30 days, the complaint is dismissed.
 - b. If the accused is unavailable after 30 days, the Board proceeds without them.
 - c. If necessary, the issue may go to the next Regular Business Meeting for a membership vote.
3. If a Board member is involved, they are suspended from duties, and a replacement is appointed by the remaining Board members.
4. After review, the Board may close the matter by majority vote. A complainant may appeal to the membership if dissatisfied, following which any penalties follow section A.IX.B.

B. Penalties:

1. The Board may issue a Penalty after deliberation, recorded in the member's permanent file. If needed, a complaint can be brought to the membership at the next Regular Business Meeting. To overturn the Board's decision, a two-thirds majority vote is required.
2. Penalties may include:
 - a. Letter of reprimand
 - b. Suspension of membership privileges for up to one year
 - c. Expulsion (termination of membership), if recommended by the Board
3. For Expulsion:
 - a. Ballots are sent to all eligible members
 - b. Requires two-thirds approval of votes received
 - c. Effective immediately upon approval
 - d. If the expelled member holds a Lease, A.XV.E.5 applies
 - e. MSR funds are not refunded
4. Readmittance after Expulsion:
 - a. Expelled members cannot use MSR grounds or reapply for two years
 - b. Applications for re-admittance are voted online; paper ballots go to members without email
 - c. Requires two-thirds approval
 - d. Applicant bears ballot expenses

C. Legal Fees

Any legal fees incurred by RHHC Inc., doing business as Mountindale Sun Resort, for legal counsel related to litigation, complaints, expulsions, or any matters addressed within these Bylaws or Procedure Manual may be recovered from the member(s) involved.

Article X – Use of Grounds by Non-Members

A. Classes of Non-members of MSR:

1. Affiliated Member Visitor: An individual who is a member of AANR, TNS, or INF.
2. Guest Member Visitor: A non-member of AANR, TNS, or INF, who has been formally invited by, or is accompanied and supervised by, an MSR member or an Affiliated Visitor.

3. Functionary: A person present on the grounds for official duties associated with their employment, including but not limited to construction workers, utility employees, or government representatives.
4. Non-Affiliated Member Visitor: An individual who is neither a guest of an MSR member nor affiliated with any nudist organizations.
5. Prospective Members: Individuals who have requested an application or indicated interest in joining.

B. Access to Grounds:

1. Except as restricted by the provisions of A.X.C. & D below, Affiliated Member Visitors, Non-Affiliated Member Visitors, Guest Member Visitors, and Non-Affiliated Member Visitors are permitted use of MSR grounds.
2. Functionaries may access the grounds exclusively as necessary to fulfill legitimate work-related tasks.

C. Grounds Fees:

1. Unless grounds fees are expressly waived or reduced by Board, host, or membership vote, Affiliated Member Visitors, Guest Member Visitors, Non-Affiliated Member Visitors, and Prospective Members are required to pay grounds fees to access MSR grounds.
2. Guest Member Visitors using the grounds solely for transit to or from their sponsor's
3. leaseholds are exempt from ground fees.
4. For members with disabilities or special needs who require a caregiver, grounds fees will be waived for the caregiver.

D. Overnight Stays (unless otherwise permitted or prohibited by Board or membership vote):

1. Affiliated Member Visitors, Guest Member Visitors, and Non-Affiliated Member Visitors may stay overnight. These individuals must provide the Club Host with their first and last names, along with the information recorded in the registration envelope, computer system, or supplied by a member, regardless of whether they are a Guest Member Visitor to an MSR member lot lease.
2. Affiliated Member Visitors and Guest Member Visitors, after registering, are permitted up to 28 overnight stays on MSR grounds annually without Board approval.

E. MSR Rules: All categories of members and visitors are required to comply with all MSR rules, including ground regulations.

F. Refusal of Admittance: MSR reserves the right to refuse admittance to the grounds, or to refuse continued use of the grounds to any MSR member or non-member of any classification.

Article XI – Finances: Income and Disbursements

A. Income:

MSR financial accounts shall be maintained at one or more financial institutions as determined by the Board and approved by the membership. Financial books and records will be available for review by any member. All revenue not allocated to a specific fund shall be credited to the General Fund.

B. Disbursements:

Expenditures exceeding \$1,500.00, with the exception of obligatory or emergency expenses, require membership approval via vote. Valid receipts must be presented to the Treasurer prior to reimbursement.

Article XII – Finances: Member Payment for Service

A. Labor: All labor performed by MSR members is considered voluntary unless a contract between MSR and a member is ratified by a two-thirds majority of members voting at a Regular Business Meeting.

1. After soliciting bids from both members and non-members, MSR may execute a contract with the most qualified bidder, whether a member or non-member.
2. Members serving as permanent Custodian or Club Host will receive compensation per their contractual agreements.

B. Vendors: Permission to sell items **or render services** on commission or for profit on MSR Grounds must be obtained from the Board.

Article XIII – MSR Real Property**A. Sale of Property:**

MSR-owned real estate may be sold only with approval from two-thirds (2/3) of the full membership by electronic or mailed ballot.

1. This does not restrict transfers of leaseholds or sales of improvements on leaseholds.

B. Primary Residence:

MSR property or its address may not be used as a primary residence for any purpose, including vehicle or voter registration.

C. Vehicle Parking:

Motor vehicles, motor homes, trailers, and other recreational vehicles may not be parked in MSR's undeveloped or group-use areas for more than five (5) days without Board approval.

D. Cutting Timber and Shrubs:

1. Trees on MSR property may be cut only with prior Board or committee approval. If no committee exists or is unavailable, Board approval is required. In emergencies, any member may remove hazardous trees to protect structures or restore access.
2. Only the Board or a designated committee may approve tree removal for clearing or safety. If the Timber Committee identifies a hazardous tree on a leaseholder's lot, the Club and leaseholder share removal costs equally. If multiple leaseholders share the cost, the Club matches their total contribution.
3. All commercial-grade timber on MSR property, including leaseholds, belongs to MSR.
4. Except in emergencies, anyone approved to cut trees is liable for any resulting damage.
5. Before cutting trees or shrubs that may affect neighboring shade or views, consult affected neighbors. Neighbor agreement does not replace Board or committee approval.
6. If a **certified licensed and bonded** arborist finds a tree unsafe, the Board must allow removal.
7. Notify the Timber Committee before taking action on hazardous or problematic trees.

E. Computer Systems, Telephones, and Information Technology:

1. All MSR computer systems and technology are the property of Mountaindale Sun Resort.
2. Office technology may be used only by the Club Host or designated members.
3. Only individuals trained and approved by the Board may use Club IT systems.
4. Passwords may not be shared except with Board-appointed technology representatives.
5. Information from Campground Master may be used only for Club business and may not be shared or sold without written Board approval.
 - a. When a committee is established and requires members' contact details to fulfill its responsibilities, sharing this information among members is permitted.
 - b. Information may be shared with the Event Committee for event marketing unless a member has opted out.
6. The Club website (www.mountaindalesun.com) is for information and promotion only. All content belongs to Mountaindale Sun Resort and may not be reused without Board approval.

Article XIV – Conversion of Grounds**A. Classes of Grounds Use**

The grounds are divided into three categories:

1. Leasable Lots:

- a. All lots designated as Leasable as of December 31, 1988.

2. Group Use Areas:

- a. Developed or partially developed portions not classified as Leasable Lots, which include:
- b. MSR-owned facilities currently in use (such as the pool, Clubhouse, spa and sauna building, sports courts, water and sewer installations, and adjacent areas considered part of these facilities).
- c. Areas currently used as trails, viewpoints, roads, parking, tenting, camper or trailer spaces, sunning areas, and other established public areas.

3. Undeveloped Areas: Any area not classified as a Leasable Lot or Group Use area.**B. Conversion from One Grounds Classification to Another**

1. Certain conversions require approval from two-thirds of votes received in **an electronic vote** sent to all eligible members:
 - a. Conversion of a Leasable Lot to a Group Use area, unless a new Leasable Lot is created concurrently.
 - b. Conversion of a Leasable Lot to an Undeveloped area, unless a new Leasable Lot is created concurrently.
 - c. Conversion of any Group Use area, or portion thereof, to Undeveloped area, unless an equal amount of Group Use area is created concurrently.
 - d. Conversion of any Group Use area, or portion thereof, to a Leasable Lot, unless an equal amount of Group Use area is created concurrently.

2. The following conversions require approval from two-thirds of those voting at a Regular Business Meeting:
 - a. Conversion of any Undeveloped area to a Leasable Lot.
 - b. Conversion of any Undeveloped area to a Group Use Area.
3. Conversions may need to be paired or grouped to comply with county-imposed limits on MSR's total developed acreage (total acreage minus Undeveloped area) and on the total number of Leasable Lots.
4. Newly created Leasable Lots must be offered to members in good standing.

Article XV – Leasable Lots

A. New Leasable Lots:

New Leasable Lots: Newly created full-size Lots shall be approximately 40 feet in frontage and 60 feet in depth. Terrain may cause a variation in size and shape. Half-size and double size Lots may also be designated **as long as it meets county guidelines**.

B. Lot Diagrams:

All Leasable Lots must be diagrammed, and members may review the diagrams.

C. Policy and Terminology:

1. MSR land cannot be sold as a private Lot. All Leased and Leasable Lots remain MSR property.
2. If any MSR bylaw, Procedure Manual provision, or other document seems to give ownership of the land, that wording is unintentional and does not create ownership.
3. A Lease is an agreement between MSR and one or two members who form a Lease Unit under these rules.
4. In return for required payments and other considerations, MSR gives the Leaseholder the exclusive right to use and occupy a defined part of MSR land.
5. Members of a lease unit may, but are not required to, jointly hold the lease and jointly make the improvements. One member of the lease unit may instead be the sole leaseholder and sole owner of the improvements.
6. A Leasehold is the leased Lot.
7. A Leaseholder is the person or people who lease the Lot.
8. A Lease stays in effect until MSR records its transfer to another Leaseholder under these rules.
9. A Leaseholder leases a defined Lot but does not own it; MSR owns the ground. The Leaseholder may ask MSR to record a transfer of the Lease to a new Leaseholder but may not sell the Lot itself.
10. Improvements are modifications to the leased ground (e.g., grading), objects placed in the leased ground (e.g., sewer lines), objects growing in the ground (e.g., plants, shrubs, trees), objects installed above the leased ground (e.g., power lines), and objects placed permanently or temporarily on the leased ground (e.g., concrete pads, structures). Improvements are the property and responsibility of the Leaseholder. Improvements do not include personal property items such as food, clothing, furniture, automobiles, and other operational vehicles.

11. A Leaseholder may remove personal property at any time, along with any improvements that can reasonably be removed. Improvements that cannot reasonably be removed, such as sewer lines, shrubs, trees, and concrete pads, must stay on the Lot.
12. Leaseholders are encouraged to insure any structure that can be lived in and must keep working smoke detectors and fire extinguishers in those structures. To sublet a cabin, RV, or Leased Lot, including through a Club-managed rental pool, the Leaseholder must keep a copy of their insurance in the Leasehold file.
13. A Lease can be transferred only if all improvements on, in, or above the Leasehold are sold to the prospective new Leaseholder before or when the transfer is recorded.
14. The buyer and seller decide the sale price and terms for Leasehold improvements. MSR may be the buyer or seller, but if it is not, MSR is not part of the sale, and neither party has to share the price or terms with MSR or anyone else.
15. Within 30 days after the sale, the current and prospective Leaseholder must share any plans for improvements and jointly ask the Treasurer or designee in writing to record the Lease transfer. They will also be told that Washington requires a building permit for structural changes and some other improvements.
16. MSR charges a fee to record a Lease transfer.
17. The prospective new Leaseholder must pay the Lease Transfer Fee. If the person is eligible to hold a Lease and the fee has been paid, the Treasurer will record the transfer.
18. Before the prospective new Leaseholder pays the Leasehold Transfer Fee, the Treasurer must tell that person about any past-due amounts on the Leasehold.
19. Until the transfer is recorded, the current Leaseholder remains the Leaseholder of record and is responsible for all amounts owed to MSR.
20. The transfer fee must be paid before the new owner takes possession of the Lot.
21. Once the transfer is recorded, the new Leaseholder becomes responsible for all Leasehold-related amounts the prior Leaseholder owed to MSR.

D. The MSR Lease Unit:

1. A Lease Unit **can have up to two MSR Regular Members**
2. Individuals who are not MSR members cannot be part of a Lease Unit.
3. Two unmarried MSR members can establish a two-person Lease Unit by submitting written notification to the Treasurer. Joining MSR as a pair automatically serves as this notification.
4. If **an MSR member, in good standing**, wishes to leave a two-person Lease Unit, they must notify the Treasurer in writing.

E. The MSR Lease Policy:

1. MSR may grant a Lease to only one Lease Unit.
2. Only Lease Units can hold full or partial Lease shares.
3. A Lease Unit must get Board approval to lease a second Leasehold; further leases need general membership approval.
4. Sole Leaseholders may add only their co-member as a joint Leaseholder in a two-person Lease Unit.
5. Non-member Leaseholders must transfer their Lease share to an eligible Lease Unit within two years of acquiring it or ending membership (whichever is later). Failure to

transfer or pay the Lot Lease assessment will result in lease cancellation and MSR taking ownership of all lot improvements without compensation.

F. Limitation on Overnight Stays:

1. Overnight Stays on the grounds may not exceed 290 days per calendar year.
2. Overnight stays are defined as being a 24-hour period.

G. Limitations on Use of Leaseholds by Other than the Leaseholder:

1. Leaseholders or long-term renters must not let anyone outside of their own Lease Unit use their Leasehold or any MSR grounds for more than 28 nights per calendar year without Board approval.
2. MSR members subletting to another MSR member, Affiliated Member, or Non Affiliated Member for the transient lodging must donate 25% of collected fees to MSR. "Transient Lodging" follows the definition in Procedure Manual Chapter 3.08- TRANSIENT LODGING TAX, Washington County, OR/ Municode Library. Monthly subletting between MSR members is exempt from this fee. Vacation rentals subject to county tax must reimburse the Club 25% of fees collected.
3. Members may not sublet to Affiliated, Non-Affiliated, Probationary, or Associate Members without Board approval. Non-Affiliated Visitor stays are limited to seven consecutive nights or 28 nights annually without Board approval.
4. MSR Leaseholders can allow other Leaseholders to use their property if both parties pay Leasehold assessments.
5. Leaseholders who sublet or entertain non-members must ensure guests sign the visitor roster or register with the Club Host.

H. Limitations on Structures on Leaseholds:

1. Only small storage sheds, tent platforms, patios, and steps for recreational vehicles, including motor homes and trailers, are permitted as permanent structures on lots smaller than full size.
2. The Board will evaluate proposed structures based on their appearance, proportionality to lot size and shape, and safety considerations.
3. Construction or placement of new stick-built cabins or pre-fabricated units is allowed on full-size MSR Leaseholds with prior Board approval and compliance with relevant Washington County permits. Approval and scheduling are subject to the Board's discretion. Stick-built cabins or structures originally constructed before September 1998 may be rebuilt, expanded, or remodeled.
4. All stick-built cabins, mobile homes, and trailers must be connected to power, water, and sewer services.

I. Improvements to Leaseholds:

1. Leasehold improvements need approval from two-thirds of the Board before construction, following the same criteria as "Structures," including obtaining any required Washington County building permits.
2. All work needing a Washington County permit must have one.

3. If construction requiring a permit starts without it, the Board will instruct the Leaseholder to stop until the permit is secured; continued violation results in notification to civil authorities.
4. Structure exteriors must be finished and lots cleaned within one year of starting construction. Noncompliant leaseholds may be deemed abandoned and reclaimed by MSR with majority approval from eligible members via electronic vote
5. The Board shall undertake regular inspections of Leasehold properties and the exteriors of structures to evaluate compliance with safety and aesthetic standards. Leaseholders must implement improvements as instructed by the Board.

J. Emergency Intervention for Leaseholds:

If a Lot Leasehold emergency needing Host intervention isn't addressed within 48 hours, the Lot Lease owner will be charged \$100.

K. Abandoned Vehicles:

The Club will warn owners to remove abandoned vehicles or trailers. Mobile domicile vehicles, such as trailers and motor homes, must remain livable, with functioning electrical, water, and sewer systems. If the board finds a vehicle uninhabitable, the leaseholder must remove it at their own expense. If unresolved after 90 days, MSR may confiscate the vehicle or trailer, with costs charged to the owner.

Article XVI – Protection of Privacy

- A. **Membership List Use:** MSR's Membership Roster and Mailing List may only be disclosed to non-members if legally required. Financial and business records are similarly restricted, unless legal or Board-approved for accounting or legal purposes. Members can inspect records but may only copy material as allowed by law. Using the Membership Roster or Mailing List for solicitation or campaigning for MSR office is prohibited.
- B. **Voluntary Contact List:** Contact details, including phone numbers and email addresses, may be shared among MSR members exclusively to facilitate activities, committee operations, participation, and volunteering opportunities. Any use for personal solicitation is strictly prohibited. The contact list is maintained by the membership chair and club secretary and is intended solely for official club business.
 1. **Members have the right to request removal from the contact list. Such requests must be submitted in writing to the membership chair or secretary.**

Article XVII – Photography

A. Authorized Photographers/Photography

1. Only MSR members are allowed to use cameras on MSR grounds, except as specified in sections A.XVII.A.2 and A.XVII.A.3 below.
2. With prior majority approval from the Board, a professional photographer may be permitted to take photos for a specific, stated reason and within a determined period. This photographer must be clearly identified to those present and accompanied by a Board member or designated representative at all times.

3. These rules do not prevent authorized representatives from any government body—local, county, state, or federal—from taking photographs on MSR grounds when performing official governmental or regulatory duties.
4. When possible, advance notice should be provided to all members and individuals on the grounds. A Board member or their appointed representative must always accompany the government representative, with authority to request that person leave immediately if unnecessary photos of individuals are taken or attempted.
5. Except as allowed by A.XVII.A.3, neither members nor non-members are permitted to photograph any individual, clothed or unclothed, on MSR grounds without first obtaining a signed Photography Agreement & Release Form from the individual or their legal guardian, as required by these rules. If the subject is under 18, their legal guardian must sign the form and be present during the photography session.
6. The Board has the right to further clarify these rules, such as by posting “NO CAMERA” signs where appropriate. However, they may not weaken or reduce any of these rules in any way.
7. Any non-member who violates these Camera Rules should be reported immediately to a Board member. Their film or other recording media should be requested, confiscated if feasible, and the violator should be asked to leave at once. If an MSR member breaks these Camera Rules, a written complaint signed by a member or non-member can be submitted to the Board.
8. The Club Host is responsible for keeping Photography Agreement & Release Forms on file. The Secretary ensures all forms are current and complete. All photographers must also keep their own signed forms up to date.

Article XVIII – Amendments to Bylaws and Procedure Manual

A. Amendments to Bylaws

1. Proposed amendments from the Bylaws Committee must be supported by a majority of its members. If the proposal originates outside the Committee, it needs to be signed by the proposer and submitted in writing to **the Bylaws Committee**. Any proposals submitted after the May meeting will not be considered until the following year.
2. The Committee is authorized to modify proposed amendments to promote clear and consistent language. Should the Committee determine that a proposed amendment does not meet necessary standards, it is required to inform the proposer accordingly.
3. The Committee is responsible for recommending whether each proposed amendment should be approved or rejected.
4. All proposed amendments shall be posted on the MSR website and sent **electronically** to the last known address of each member at least fourteen (14) calendar days before the July meeting.
5. Proposed amendments shall be submitted for electronic voting following the July meeting. Voting shall remain open to all eligible voters for seven days, and amendments shall require approval by two-thirds of those voting.
6. Once approved, amendments become effective immediately.

B. Amendments to Procedure Manual

1. Proposed amendments coming from within the Bylaws Committee must have the support of a majority of Committee members. Proposals submitted by individuals outside the Committee must be signed by five (5) MSR members.
2. All proposed amendments must be submitted to the Executive Board in writing. The amendments will be read to the membership at a Business Meeting after they are received. Any recommendations from the Board may accompany the amendment. After the meeting at which the proposed change is read, it must be posted on the MSR website at least fifteen (15) days before the next Business Meeting.
3. The proposed amendment will be voted on at the first Regular Business Meeting held after the website posting date.
4. Approval of amendments requires a two-thirds majority of those voting.
5. Once approved, amendments take effect immediately.

Article XIX – Parliamentary Authority

The provisions set forth in the current edition of Robert's Rules of Order Newly Revised shall govern MSR in all applicable circumstances, provided that they do not conflict with these Bylaws or any special rules of order adopted by MSR.

According to Robert's Rules of Order, Bylaw provisions cannot be suspended—even if they prove inconvenient—unless the specific rule or article explicitly allows for its suspension. The Bylaws Committee may correct typographical errors in the Bylaws or Procedure Manual with Board approval, provided such amendments do not alter the substance or intent of the documents.

SECTION II – MSR PROCEDURE MANUAL

1.00 Duties and Responsibilities

1.01.00 Executive Board Members

- a. Two separate board members should always possess a digital copy.

1.01.01 President:

- a. Shall preside over all meetings as Chief Executive of MSR.
- b. Shall carry out the powers and duties vested in this office under the Bylaws.
- c. Shall have authority to appoint Committee Chairpersons.
- d. Shall authorize expenditures for routine maintenance and committee projects.
- e. Shall sign legal papers pertaining to MSR business.
- f. Shall carry out the will of the MSR membership in an impartial manner.
- g. Shall encourage free discussion of all subjects brought before meetings.
- h. The President shall:
 1. Oversee the duties of the Maintenance Contractor as defined in **Section 1.01.10** of the MSR Procedure Manual.
 2. Check for needed permits such as building, sewer, electrical, water rights, etc.
 3. Assist in collecting Ground Fees.
- i. Is an Ex-Officio member of all committees except the Nominations and Election Committee.

1.01.02 Vice President:

- a. Shall assist the President in the general direction of MSR.
- b. Shall discharge the duties of the President in the absence of the President.
- c. Shall be responsible for long-term archival storage of critical contemporary and historical Club records such as MSR Charter, Membership Roster, Bylaw and Procedure Manual, General Ledger, income statements, details of legal proceedings, etc.
- d. Encourage Board Members and others to routinely deliver appropriate records for long-term storage.
- e. Shall prepare the Agenda for the upcoming Board Meetings.

1.01.03 Secretary:

- a. Shall keep and record minutes of each meeting.
- b. The Secretary shall include all proposed amendments to the Bylaws and Procedure Manual and the results with the minutes.
- c. Shall record the amount of monies received and disbursed by the Treasurer.
- d. Shall keep a roster of the membership showing the dates of membership.
- e. Shall initiate all correspondence required by MSR excluding only correspondence related to membership recruiting and retention.
- f. Shall keep a record of such correspondence for future reference.
- g. Shall notify members of the Annual Meeting.
- h. Shall deliver all bank correspondence, unopened, to the President or his designee.

- i. Shall deliver all mail ballots, unopened, to the chair of the Nominations and Election Committee.
- j. Shall be responsible for administration of electronic voting as may be applicable.
- k. Shall distribute, unopened, correspondence addressed to individuals.
- l. Shall open and distribute all other correspondence as soon as possible.
- m. Shall assure that the MSR office has the most recent updated version of Robert's Rules of Order.
- n. Shall keep and maintain a list of all MSR elected and appointed officers, directors, and committee chairs, with email contacts, for members who need to communicate with those officials.

1.01.04 Treasurer:

- a. Shall collect dues and remit the same to National and Regional bodies.
- b. Shall comply with the requirements of the National and Regional bodies.
- c. Shall send notices of dues and assessments to members at least 30 days before expiration dates.
- d. Shall maintain MSR's financial records.
- e. Shall submit a proposed budget to the membership at least 14 days before the December meeting.
- f. Shall issue Lot Lease Agreements to eligible 'memberships' upon receipt of proper documentation from the former Leaseholders.
- g. Shall follow up on past-due accounts by calling or notifying members of past-due amounts.
- h. Shall be responsible for obtaining proper signatures on the tax returns, retaining a copy for file and mailing an original to the appropriate government agencies, or by filing the form electronically per IRS rules.

The Treasurer shall furnish the President with proof of filing 30 days before said form is due. In the event the President does not receive proof of filing, he shall devise and execute a strategy to meet the filing date or seek an extension for a valid reason.

- i. Shall be responsible for overseeing or assigning responsibilities for financial activities during all major Club events, i.e., festivals, conventions.
- j. Shall deposit all checks, cash, or electronic funds within 7 days of receipt.
- k. Annually, shall propose a dollar amount from the Operating Account to the Capital Improvement Account to establish funding for Long Range Planning projects. The proposed amount is based on the annual club budget, considering funds available, and will be sent for MSR Board approval, then General Membership approval, at the May meeting.

1.01.05 Membership Officer:

- a. Is the Chairperson of the Membership Committee.
- b. Is responsible for all correspondence related to membership recording and retention, and general membership questions.
- c. Shall keep a record of such correspondence for future reference.

- d. Shall promptly arrange personal interviews of Prospective Members; shall call on other members to assist in interviews when desirable.
- e. Shall recommend to the membership approval or rejection of each application received.
- f. Shall keep a roster of the membership showing the changes in membership, status of members and an updated monthly membership list. He/she shall provide copies at the request of the Board.
- g. Shall be the Certifying Officer for MSR, unless otherwise appointed by the Board.

1.01.06 Certifying Officers:

- a. Shall certify the election of the Board Members and Delegates, and shall report name to National, Regional and Local Agencies as required.
- b. Shall report to AANR and AANR Northwest all names of current Executive Board members each year and notify them of any changes throughout the year, including all address changes for all AANR and AANR Northwest club members, as known, and Club information that is pertinent, i.e., the Club email address.
- c. Shall complete a Membership Transmittal Form (MTF) for each new AANR/AANR Northwest member, according to AANR's specifications.
- d. Shall complete and submit, with payment, a Membership Transmittal Summary to AANR before the 15th of each month of all renewing and new memberships.
- e. Shall have new member(s) complete a Membership Transfer Form when they want to transfer their basic membership to MSR from any other club.

1.01.07 Directors:

- a. Shall attend all MSR meetings and vote on all Board matters as granted by the Bylaws.
- b. Are responsible for overseeing important Committees as appointed by the President.

1.01.08 Failures in Duty:

Any member of the Executive Board who fails in the discharge of his/her duty, has three (3) unexcused absences from any combination of regularly scheduled Board Meetings and Regular Business Meetings in a calendar year may be removed from the office per Bylaws Article IX, Complaints and Expulsions. No more than one (1) unexcused absence shall be recorded for meetings missed in a single day.

1.01.09 Host Contractor(s):

- a. The Host Contractor shall be contracted by the Executive Board, and upon completion of a signed contract agreement, shall remain in the position until terminated by the Executive Board; or until resigning subject to a thirty-day written notice from either party.
- b. Neither the Host Contractor nor their significant other shall pay event or Ground Fees.
- c. Duties of the Host Contractor shall include, but not be limited to the following:
 - 1. Answer the telephone.
 - 2. Admit MSR Members and Non-MSR Member Visitors.

3. Take Non-MSR Member Visitors on a tour of the Club or designate another member to do so.
4. Take reservations.
5. Receive, accept, and provide a receipt for Grounds Fees and Camping Fees.
6. Pick up mail from the Post Office.
7. Pick up supplies as required by the Club.
8. Maintain Clubhouse cleanliness.
9. Build fires for Clubhouse meetings and events.
10. Maintain all restrooms. (Clean; stock soap, toilet paper, towels; etc.)
11. Maintain and stock vending machines and game tables.
12. Provide security for the facility.
13. Monitor activities of persons on the Grounds.
14. Perform miscellaneous daily chores as required.
15. Help organize and supervise work parties.
16. Keep the Executive Board and the President informed of any necessary concerns and events.
17. Provide training for an alternate when unable to be on the Grounds for prolonged periods of time.
18. Any of the above-listed duties may be delegated by the Host Contractor.
19. Perform other miscellaneous chores as required.
- d. In the absence of the Host Contractor, the Maintenance Contractor shall be cross-trained and assume all of the Host Contract duties.

1.01.10 Maintenance Contractor:

- a. The Maintenance Contractor shall be contracted by the Executive Board, and upon completion of a signed contract agreement, shall remain in the position until terminated by the Executive Board; or until resigning subject to a thirty-day written notice from either party.
- b. Neither the Maintenance Contractor nor their significant other shall pay event or Grounds Fees.
- c. Duties of the Maintenance Contractor shall include, but not be limited to the following:
 1. Pick up supplies as required for Maintenance duties.
 2. Maintain facilities, roads, sewer, grounds, etc.
 3. Winterize facilities in the fall as necessary.
 4. De-winterize facilities in the Spring.
 5. Maintain the swimming pool (clean, monitor chemical balance, place the cover, etc.) to County and/or State standards from Memorial Day through October 1st, or at the discretion of the Club Host.
 6. Maintain the spa, including cleaning and monitoring chemical balance, to County and/or State standards year around, or at the discretion of the Club Host.
 7. Monitor water and sewer systems.
 8. Provide and perform emergency repairs.
 9. Notify responsible persons for major repairs.
 10. Arrange for repairs of equipment, etc.
 11. Perform other miscellaneous chores as required.

12. Provide security for the facility.

1.01.11 Bookkeeper:

- a. Provide all applicable accounting services as Receivables and Payables.
- b. Initiate and maintain QuickBooks computer accounting system database of all financial transactions for Mountaindale Sun Resort (MSR):
 1. Must maintain adequate backup of the database.
 2. Must submit an electronic copy of the database monthly for filing.
 3. Verifies, allocates, and posts details of business transactions to subsidiary accounts from documents such as sale slips, invoices, receipts, check stubs, and computer printouts generated by the Treasurer.
 4. Summarizes details and transfers into QuickBooks system.
 5. Reconciles and balances accounts for reports.
- c. Provide and mail notices of dues and assessments to members which are sent at least thirty (30) days before expiration dates. (Notices of dues and assessments must be generated through the QuickBooks database system in a timely fashion by the Bookkeeper).
- d. Generate and mail overdue statements as needed in a timely fashion.
- e. Collaborating with the Treasurer, compile reports to show statistics; such as cash receipts, expenditures, accounts payable and receivable, profit and loss, balance statements and other items pertinent to operation of business.
- f. Provide monthly Profit & Loss and Balance Statements to the Treasurer for the monthly Membership Meeting.
- g. Prepare, or have prepared, withholding, Social Security, and other tax reports.

1.02.00 Elected Officials

1.02.01 Membership Committee Vice-Chair:

- a. Assists the Membership Officer
- b. Is not a member of the Executive Board.

1.02.02 Delegates:

- a. Delegates and alternates represent MSR at all Regional and National meetings and conventions.
- b. Delegates are not members of the Executive Board unless otherwise elected to the Board.

1.03.00 Standing Committees

1.03.01 Audit and Finance Committee: (Elected at January meeting)

- a. Three (3) individuals shall be elected each year by the members at the January meeting.
- b. The Committee audits all records and books kept by the Secretary and the Treasurer, plus any other records deemed necessary by the Committee.
- c. The Committee completes the audit and reports to the members within sixty days of election.
- d. At the discretion of the Board, audits may be performed by an outside agency.

1.03.02 Bylaws Committee: (At the March meeting)

- a. At the March meeting, a Committee Chair and four (4) Committee members will be formed.
- b. The Committee shall study, correlate, and make Bylaw recommendations at the July
- c. meeting. The Committee may also initiate Procedure Manual changes.

1.03.03 Buildings Committee:

- a. Monitors and maintains all of the Club's buildings, utility structures and subsystems.
- b. Regularly inspects and reports quarterly the condition of Club structures to the Board.
- c. Plans and recommends maintenance or modifications to sustain and enhance normal Club operations.
- d. Establishes sub-committees sufficient to broadly distribute the effort among members/volunteers.

1.03.04 Host Hospitality:

- a. Assists the Club Host to keep the Clubhouse in good order and clean.
- b. Monitors and maintains operation of all of the Clubhouse furnishings and portable equipment.
- c. Recommends acquisition or modifications of equipment to enhance Club's entertainment capability.
- d. Develops new hospitality procedures to enhance both the member experience and club revenue.

1.03.05 Entertainment and Events Committee:

- a. Plans, promotes and publicizes MSR events and festivals.

1.03.06 Fire Prevention Committee: (formed in September)

- a. A Committee consisting of one (1) Executive Director and three (3) members shall be formed in September.
- b. Checks fire hoses quarterly (winter weather permitting).
- c. Inspects MSR fire extinguishers for servicing.
- d. Recommends a "burn pile" location for use by Club members. Debris burning shall be done only on days approved by the Forest Service or the Fire District.
- e. Periodically inspects the grounds for fire hazards.

1.03.07 Grounds Committee:

- a. Monitors and maintains surface drainage systems so as to protect the Club operations and facilities.
- b. Plans and recommends modification or enhancement of Club grounds to better the member experience.
- c. Beautifies landscaping and keeps the Group-Use areas in good condition and the sunning lawns mowed.

1.03.08 Long Range Planning Committee: (formed each September)

- a. A Committee composed of two (2) Executive Board Directors and four (4) members at large shall be formed each September.
- b. The Committee recommends precedence of future projects for Board and membership approval.

1.03.09 Membership Committee:

- a. The Membership Officer is the Chair of a Membership Committee, which screens and answers the inquiries from potential members.
- b. The Membership Officer is assisted by the Membership Committee Vice Chair who serves as Chair in the absence of the Membership Officer.
- c. The immediate past Membership Officer shall serve as an ex-officio member of the Membership Committee.
- d. The Membership Committee shall be in charge of periodic Open Houses.

1.03.10 Nominations and Election Committee: (May Business Meeting)

- a. Shall be composed of three (3) or more persons elected at the May Business Meeting.
- b. Shall solicit MSR for qualified nominee(s) for each elective office and present the list at the June meeting.
- c. Determine if the nominee is willing to serve if nominated.
- d. Shall conduct the nominations and elections under the provision of A.VI.D.1, 2, 3.

1.03.11 Public Relations Committee:

- a. The Public Relations Committee is responsible for advertising, publicity and public relations.

1.03.12 Roads, Water, and Sewer Committees: (formed each September)

Each committee shall include an Executive Board Member and shall be formed each September. The assigned Board Members shall oversee the Maintenance Contractor to ensure that the duties of the Maintenance Contractor are being performed.

1.03.13 Trails Committee:

- a. A Committee of several members shall be formed to clear, maintain, and map walking/hiking trails.

1.03.14 Timber Committee:

- a. Negotiates and acts as a liaison with any logging company for the reforestation of MSR.
- b. Handles and supervises final cleanup of brush, slash, and leftover timber.

1.03.15 Non-Conforming Use Permit Committee:

- a. This Committee shall be formed when needed to comply with County regulations.

MSR REGULATIONS

2.01.00 Club Projects

In accordance with A.11.B, every project costing more than \$1,000.00 must be submitted to the membership, together with detailed plans and estimates of cost, and approved by a majority of those voting at a regular meeting. Costs for a project started without prior approval must be borne by the person(s) responsible.

2.01.01: Construction of new or modification of existing MSR facilities must be approved by a majority of those voting at a regular business meeting. MSR facilities include roads.

2.02.00 Garbage Service

2.02.01: Garbage collection occurs on Monday. Leaseholders will be responsible for the transfer of their garbage into the club's containers.

2.03.00 Sale Price of MSR-Owned Improvements to Certain Lots

2.03.01: The sale price of improvements to never-leased North 40 lots shall be \$4,000.00. MSR shall waive the lease transfer fee. These lots have roads as well as water, sewer, telephone, and power lines adjacent to the lot boundary.

- a. If payment in full is not complete within four (4) months of the date of application, the Board may extend the payment period or may cancel the lease and assume ownership of all current improvements.

2.04.00 Designation of a Certain Area for Camping & Sunning

2.04.01: The area across the road from the kitchen end of the clubhouse is designated as a rentable camping area. It is reserved for sunning when not rented. This designation may be removed by a vote of two-thirds of those voting at a business meeting, for the purpose of building bunkies on this space.

2.05.00 Disbursement and Receipt Policy

2.05.01: To operate within financial standards that support organizational excellence. All transactions are transparent, available for review or audit, and in conformance with general accounting guidelines.

2.05.02: Record Keeping Objective: To record all financial transactions in the Mountindale Sun Resort general ledger within 30 days of the occurrence of an

- event, lot assessment, membership dues or other financial activity involving the receipt or disbursement of money.
- 2.05.03:** Policy Application: This policy applies to dues, assessments, transfer fees, sales and auctions, drawings for prizes, fund raisers, donations, grants, expense reimbursements, events and social activities.
- 2.05.04:** Receipts Procedures: All monies generated from MSR activities shall be given to the club Treasurer at the time of the activity. Funds due by Mountaindale Sun Resort to a business or outside organization must be submitted to the Treasurer within 30 days for recording in the club's general ledger. Any receipt not received by the Treasurer within 30 days may become the responsibility of that person and no longer the responsibility of the club. All receipts other than those designated for petty cash shall be deposited in a timely manner into Mountaindale Sun Resort's general bank account.
- 2.05.05:** Revolving Project Accounts: Special projects or long-term expenses may involve a revolving or re-allocation of receipts back to the project. This may occur for the purpose of continuation of an approved, designated club project or activity. In these special situations, all receipts shall be given to the Treasurer for verification and posting to the general ledger every 30 days. The Treasurer may issue additional funds to the project chairperson, if previously approved by the Board of Directors, or deposit the funds and write a check to the project chairperson.
- 2.05.06:** Disbursements: All disbursements of Mountaindale Sun Resort's funds shall be recorded in the general ledger within 30 days. Any disbursement over the amount stated in the RH Bylaws, unless an obligatory or emergency expense, must be pre-approved by the Board and voted upon by the membership.

2.06.00 Leaseholder(s) Requirements

- 2.06.01:** Leaseholders or their sub-lessees will sign in and out of the club. This will be verified by the Club Host or a Board-approved administrator. Members may be assessed a penalty of \$500 plus \$250 per day for not meeting the required time off the hill. Subsequent violations within a 5-year period may result in expulsion from the hill.
- 2.06.02:** As a lot lease is purchased or transferred; the lot purchasers or their sublessees must provide evidence that they have a permanent residence off the hill.
- 2.06.03:** Any planned stick-built cabin must strictly adhere to the MSR Bylaws, Article XV, H.; including:
- a. Submission of building plans for approval by the MSR Board of Directors prior to obtaining a building permit with Washington County, Oregon;

- b. Upon approval of the MSR Board and obtaining a Washington County building permit, a copy of that building permit must be submitted to the Board to have on record of the transaction;
 - c. An estimated timeline of start to finish of the construction project; and
 - d. A copy of the completed project as approved by Washington County.
- 2.06.04:** Any lot leaseholder who builds a stick-built cabin, constructed after 2016 must pay time and material rates to MSR for improvements to their lot for water, sewer, or electrical connections. There is a \$500 minimum for each lot with a stick-built cabin, manufactured home or park model. Any connectivity fees for electricity, phone, or data lines are between the leaseholder and the service provider.
- 2.06.05:** Leaseholders shall be required to visit their lot(s) at least once per year to ensure their lots and structures therein are in good working order. During this time leaseholders are to ensure:
- * Landscaping is not encumbering on neighboring lots nor MSR common spaces;
 - * Structures are free from pest infestation and mold;
 - * Structures are not deteriorating in the natural elements.

If a leaseholder is unable to visit their lot in a given year, they may assign another MSR member in this duty, and inform the host as to which member will assume this responsibility.

2.07.00 Cost to Leaseholders

- 2.07.01:** Lease Transfer Fee: The lease transfer fee is \$350.00
- 2.07.02:** Taxes: Leaseholders and their long-term renters shall pay MSR an annual tax, in advance, for the lot only (the rate being \$50.00 per full-size lot and \$40.00 per half lot). Larger or smaller lots pay in proportion to the lot sizes. This fee will be due each year by October 31st. Leaseholders will also pay to MSR any additional taxes assessed by the County against their leasehold and improvements. The County taxes will be due January 31st.
- 2.07.03:** Service Charge: Leaseholders shall pay MSR a monthly service charge, due quarterly, on January 31st, April 30th, July 31st, and October 31st of each year per the current membership-approved schedule of: \$83.335 per month (rounded down to \$250.00 per quarter, \$1,000.00 per year).
- 2.07.04:** A Leaseholder who stays at MSR 15 nights or more a month will pay a \$30.00 fee. Leaseholders will pay a fee of \$5.00 for each overnight visitor to their leasehold.

2.08.00 Membership Dues, Fees, and Assessments

2.08.01: Dues, fees, and assessments shall be established without regard to age, gender, marital status, religious beliefs, ethnic origin, or sexual orientation. Annual dues shall be the same for all members of the same class of membership. The annual Life Member fee shall be the same for all Life members.

2.08.02: The Board may, in financial emergencies, recommend an assessment on each Regular, Supporting, and Life member. Each member assessed shall be assessed the same amount. The Secretary shall email the Board's assessment recommendation and a meeting notice to the last recorded email address of each member, or mail such recommendation and meeting notice to the last recorded mailing address of members who request it. This notification shall be emailed or postmarked at least 14 calendar days before the meeting. Assessments require approval of two-thirds of those voting at that business meeting.

2.08.03: All dues and assessments not paid within 30 days from the due date, will be assessed a late payment penalty of \$30.00 per month until all fees are paid.

2.08.04: Memberships are terminated if their annual dues and/or special assessments become 60 days delinquent.

2.08.05: Lot leaseholders that become 90 days delinquent in their payment of their lot lease assessments or taxes will invalidate their lot lease and their lot lease will revert to the club.

2.08.06: The Executive Board shall promptly review and promptly act upon all requests for reinstatement. Requests for reinstatement received within six (6) months of the date of termination must be accompanied by payment of all monies due MSR. Reinstatement shall not require payment of the application fee. After six months, an individual who has been terminated must submit a new application for membership.

2.08.07: Members suffering from illness or loss of income, or who have other legitimate reasons for delinquency, may apply in writing to the Executive Board or to the membership for relief of late fees. Any member defaulting on payment arrangements must pay in full within 30 days of default to avoid termination.

2.08.08: Any member who is not current with payment of dues, fees, or assessments shall lose the right to vote, hold office, attend meetings, and use MSR facilities until all payments are current.

a. Membership-related dues and fees are:

1. Application Fee: \$65.00 per applicant;
2. Regular Members: Annual dues of \$300.00 per person, with a maximum increase of 10% per year, plus regional and national dues, if applicable;
3. Supporting Members: Annual dues equal to 75% of regular member dues;
4. Life Members: Annual fee equal to 16% of regular member dues.

2.08.09: All members may stay overnight on the Mountindale Sun Resort grounds no more than 290 days per year. Overnight stays are defined as being a 24-hour period.

2.09.00 Past-Due Members

2.09.01: All members past due are no longer “members in good standing” and are not allowed to use facilities or grounds of MSR. All members past due any amount, will have their membership status changed to a temporary status of “visiting member.” This will include members on approved payment plans until their account is current. Visiting members may use the facilities, grounds and any leasehold on MSR property, but must pay the grounds fees in effect at the time. Should the visiting member hold a lease and wish to use the lease, they will pay the appropriate overnight camping or RV fee if the lot has either a cabin or RV connected to MSR water and sewer. The loss of the right to hold office or vote will remain in effect. The club host will be given updated listings of past-due members and will remind visiting members of their requirement to pay the appropriate fee.

2.10.00 Accident or Incident Reporting

2.10.01: Accident Reporting: A signed, written Accident Report shall be completed and submitted to the Host and/or a Board Member within 48 hours for any accident involving anyone on the MSR grounds.

2.10.02: Incident Reporting: A signed, written Incident Report shall be completed and submitted to the Host and/or a Board Member within 48 hours for any incident involving anyone on the MSR grounds.

2.11.00 Pet Policy

2.11.01: Pet Policy

- a. All Washington County rules and regulations apply;
- b. The limit is two (2) domestic pets;
- c. A one-time, non-refundable fee of \$15.00 per pet. A service animal under the Americans With Disabilities Act (ADA) under Oregon law is not a pet, so no fee will be charged. A service/assistance animal is a dog that has been individually trained to perform tasks or do work for the benefit of a person with a disability;
- d. Veterinarian vaccination records are required to be kept up to date with the club host, i.e., if expired, the updated/new record should be provided as applicable;
- e. This policy applies to all members and guests effective immediately;
- f. The club shall be held harmless. Pet owners will be responsible for the actions of their pets, and shall hold the club harmless for all claims resulting from the actions of pets.

2.12.00 Vehicles

2.12.00: Vehicle Operation Restrictions:

- a. The speed limit is 10 mph;
- b. Operators of all motorized vehicles must have a valid driver's license;
- c. No motorized vehicles are permitted off MSR roads without permission of the club host. This includes trails, grassy areas, etc.;
- d. All vehicles must be parked in approved parking areas, and drivers must exercise considerate behavior with horns, mufflers, etc.;
- e. Weather permitting, golf carts may be parked by the pool on the grass.

Section III- MSR DOCUMENTS

GROUNDS FEES AND CAMPING FEES

Please Pay Immediately Upon Entering the Grounds

GROUNDS FEES (per Visitor Member/per day)	\$20.00
GROUNDS FEES (Immediate Family members)	\$10.00
GROUNDS FEES: (Friends and family) 75% of non AANR rates.	
GROUNDS FEES (per Visitor Member w/AANR or TNS Discount/per day)	\$15.00
Overnight non-MSR Visitor Member of an MSR member (no grounds usage)	\$ 5.00

CAMPING FEES

RV and Camping Fees (All spaces include garbage fees)

Full RV Hook-Up: Electric/Water/Sewer (per day)	\$25.00 + 9% Lodging Tax (\$27.25)
Full RV Hook-Up: Long-term monthly (discounted rate)	\$675.00
Partial RV Hook-Up: Electric/Water (per day)	\$20.00 + 9% Lodging Tax (\$21.60)
Tent Space: No Hook-Ups (per day)	\$15.00 + 9% Lodging Tax (\$16.35)

GROUND RULES FOR MEMBERS AND NON-MEMBERS

Violations of these and other accepted rules of good conduct will be handled as prescribed in the Bylaws.

ATHLETIC SHOES must be worn on the Sports Court;

BEHAVIOR of members and guests must be mindful of the safety and comfort of others. Behavior and language shall be respectful and sensitive by all parties to others. Loud entertainment should be confined to the interior of cabins or trailers. No loud noise after 10 pm, or before 8 am, excluding club-sanctioned events. Please be courteous and use common sense.

CAMERAS or any photography activity must adhere to the rules as detailed in the Bylaws. In most circumstances, only Regular or Supporting MSR members may take photos.

Photographers and all subjects of a photograph must sign a Photography Agreement & Release Form before a photo is taken. Misuse of a camera may result in confiscation of the film or any recording media and expulsion from club grounds.

CAMPFIRES (small) are allowed in proper containers, pits, etc., but only when no fire danger exists. Fire danger exists as announced by the Oregon State Forestry Department the phone number is 503 259-1789 . Check with the Club Host first. Use common sense. Keep flames low. Do not build fires under trees.

CHILDREN (under the age of 18) are the responsibility of the parent, grandparent or guardian at all times. While well-behaved children are welcome and encouraged at MSR, children's behavior that is not acceptable will be discussed with the parent, grandparent or guardian, and, if necessary, the children will be confined to the parent, grandparent or guardians' lot or told to leave the premises by the host. After 10 pm, minors are prohibited in the clubhouse where alcohol is present.

DUMPING of black or gray water on the ground is prohibited by state law.

FIREARMS are not allowed on MSR grounds.

FOOD Food and beverages, except water, are prohibited in the hot tub and sauna rooms, on the pool rim, and inside the swimming pool.

GLASS containers (bottles, drinking glasses, etc.) are not allowed in or near the pool enclosure, hot tub room, sauna, or showers.

GUESTS Lot lease guests must be accompanied by their MSR Member sponsor.

LIFEGUARD NOT ON DUTY, children under 14 years of age must be accompanied by an adult while inside the pool enclosure, in the hot tub room, or in the sauna.

MINORS (age 17 and under) must have written permission from a parent or guardian and must be accompanied by an adult sponsor. Permission slips are available in the office. Parents, guardians, and sponsor are responsible for their children – especially in and near the pool, hot tub, and sauna. All Oregon and Federal laws pertaining to minors must be obeyed.

PETS are prohibited in the sunning area and in the clubhouse, even if being carried. Pets must be on a leash when not confined to owner's property. Anyone who brings any animal onto the grounds of MSR assumes total responsibility for the actions of the animal and shall clean up after it. Devices for cleaning up after the pet are available for checkout in the clubhouse.

POOL TOYS and inner tubes must have no metal parts in the pool.

PRIVACY is the right of every individual to remain anonymous and must be respected.

SANITATION requirement of nudity in pool, hot tub, and sauna. Shower with soap before entering the pool or hot tub. When nude, carry a towel; sit on the towel when using chairs or benches in the sauna, clubhouse, or elsewhere on the grounds.

SMOKING is prohibited by state law inside any MSR-owned building.

TREES/SHRUBS may be cut only as permitted by the Bylaws. Under most circumstances, prior approval of the Board is required. Read and comply with the Bylaws before cutting.

VEHICLE speed limit is 10 mph. Operators of motorized vehicles must have a valid driver's license. Except for golf carts, motorized two- and three-wheeled vehicles may be used only to enter or leave the grounds.

Mountaindale Sun Resort

PHOTO RELEASE FORM

The person/persons listed below grant permission to Mountindale Sun Resort (MSR) to post/publish photos of themselves and/or their dependent children, where indicated on MSR, AANR-NW, and AANR media.

[illegible]

Restful Haven Health Club, Inc.
dba Mountaindale Sun Resort
Lot Lease Agreement

HAVING PAID the proper fee, the known as Lot # _____ is hereby leased to _____ under the conditions set forth in the current MSR Bylaws and/or Procedure Manual. During the life of the leaseholder(s), terms of this lease regarding redemption or disposal shall be those in effect at the time of redemption or disposal.

IN THE EVENT of the death of the leaseholder(s), this lease shall pass to their heirs. If the heirs are not MSR members, they shall be given the opportunity to become members and take possession of the property. Membership must be acquired within one (1) year from acquisition of the lease or the heirs may elect to transfer the lease of the property to an MSR member within two (2) years from date of acquisition. Failure to do either shall result in MSR canceling the lease and without compensation claim ownership of the lot and all improvements upon it. In the event the heir(s) is/are a minor(s), the guardian will be bound by the above provision.

HEIRS who are not MSR members will be permitted to make semi-monthly visits to the property for maintenance purposes but are not permitted to remain overnight on club grounds.

I/WE have read, understand, and agree to abide by this agreement as stated above and in the MSR Bylaws and/or Procedure Manual. I/WE understand that changes may be made to the Bylaws and/or Procedure Manual that affect this agreement and agree to abide by those changes.

An MSR member whose membership has been terminated shall be governed by Article XV.D.5

FOR MOUNTAINDALE SUN RESORT

(Signed) President Lessee

(Signed) Treasurer Lessee

Note: This Lease Agreement replaces any previous agreement issued by MSR

TRANSFER AGREEMENT

I/WE HEREBY transfer the above lease to:

Transfer fee Paid: \$ _____

Signed this _____ day of _____ (Day-month-year)

ATTACHMENT #1

LOT LEASE SUMMARY**Lot #:** _____ **Lot Leaseholder(s):** _____

The individuals who compose a Lease Unit may be, but need not be, joint holders of a Lease and joint owners of improvements; thereto: one member of a Lease Unit may be the sole Leaseholder and the sole owner of improvements. Article XV.B.5.

2nd Person of Lease Unit: _____

By having been added as the person above, this person understands: they are not being granted Leaseholder status, they have no hold on the beforementioned lot, they can be removed at any time by written notice to the Treasurer, and they do not inherit the Leasehold upon the death of the single Leaseholder unless it has been designated in writing in the Estate. Title transfer fees would be applicable in such a case. 2nd Person Initials: _____

Leaseholder(s) Contact Information:

Phone: _____ Email: _____
Current Address: _____

2nd Person's Contact Information:

Phone: _____ Email: _____
Current Address: _____

Emergency Contact:

Name: _____
Phone: _____ Email: _____

Can the Emergency Contact make decisions for you regarding your Lot Lease if you are unable or unavailable to do so? ____ yes ____ no

Lot Information:

Extra Key in Case of Emergency? ____ yes ____ no With MSR Host? ____ yes
____ no Other _____

Location of Water Shut-Off Valve: _____

Other critical information about your lot: _____

Lot Lease/Estate Information:

Is this lease listed in an Estate: ____ yes ____ no

If Yes, Executor to be contacted:

Name: _____
Phone: _____ Email: _____

Signed: _____

(9/2026)
ATTACHMENT #2

RECOGNITION OF MOUNTAINDALE SUN RESORT BYLAWS AND PROCEDURE MANUAL

I recognize and agree to adhere to all of the Mountaindale Sun Resort Bylaws and Procedure Manual, especially as noted in Article XV of the Bylaws and any Procedure Manual rule that pertains to holding a lot lease. INITIAL: _____

In accordance with maintaining compliance with the Mountaindale Sun Resort Non-Conforming Use Permit, I agree to adhere to the club procedure to accurately and timely sign in and sign out my time on and off Mountaindale Sun Resort grounds. This is in accordance with Procedure Manual 2.06.01: Leaseholders or their sub-lessees will sign in and out of the club. This will be verified by the Club Host and the Board. Members may be assessed a penalty of \$500.00 plus \$250.00 per day for not meeting the required time off the hill. Subsequent violations within a 5-year period may result in expulsion from the hill. INITIAL: _____

I recognize that Mountaindale Sun Resort is not my permanent address and agree to provide proof of an address not on Mountaindale Sun Resort grounds – such as a driver's license, utility bill, and/or voter's registration. This is in compliance with the Mountaindale Sun Resort Bylaws, Article XIII.B Primary Residence: No one may use the property or address of MSR as his/her primary residence for any purpose, including auto registration or voter registration. INITIAL: _____

I acknowledge that I can be removed from my lot lease and the Mountaindale Sun Resort property with potentially no more than 24 hours' notice due to a suspension or expulsion from Mountaindale Sun Resort. This is in compliance of the Mountaindale Sun Resort Bylaws, Article IX: Complaints and Expulsions:

-
- Article IX.B: Penalties:
 1. Penalties, depending upon the degree of the offense determined by the Board, may be:
 - a. Suspension of any or membership privileges for up to one year, or
 - b. Expulsion (termination of membership) recommended by the Board; and/or Section C
- Article IX.C: Expulsions:
 1. If expulsion is recommended, ballots shall be mailed to all eligible members.
 - a. Expulsion is effective immediately upon approval.**
 - b. If the expelled former member holds a lease and is now a non- member due to the expulsion, the provisions of Article XV.E.5 apply.
 - c. Any funds paid to MSR shall not be refunded.
- Article IX.C.2: Re-admittance after expulsion:
 1. Former members expelled under Article IX cannot use MSR grounds – not even as a member of AANR or TNS or as a member of an AANR or TNS-affiliated club – and cannot reapply for membership for two years from date of expulsion. INITIAL: _____

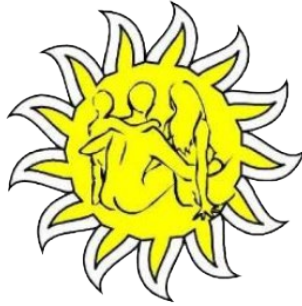
I agree that any sublet or rental agreement associated with this lot lease and the renter or lessee will agree to adhere to all of the above. INITIAL: _____

I agree to the updates of the above with changes within the Bylaws or Procedure Manual as voted by the Membership of Mountaindale Sun Resort.

Signed: _____

SECTION IV – LOT LEASE GUIDE

Mountaindale Sun Resort Leaseholder Guide



Revised August 2026

Congratulations on your venture as a lot leaseholder at Mountaindale Sun Resort at Restful Haven Health Club, Inc. Like any property you rent, own, or manage, there are certain things you need to know to enjoy it. The following guide will help you as you begin your journey.

This guide is exactly what it is. This is by no means the entire Bylaws of Mountaindale Sun Resort; it is a summation of the Bylaws and procedures pertaining to being a leaseholder. The Bylaws and Procedure Manual detail this information with all of the rules. The guide is a “go to” document to keep you up to date on the need-to-know facts to be a successful lot leaseholder.

There are certain key responsibilities you have if you wish to be a good neighbor to other leaseholders, and if you wish to be a good member of the club. Please read and follow this guide so you have a great experience.

Again, congratulations on your purchase.

*Regards,
MSR President
On behalf of the Board of Directors*

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Information About Lots

Mountaindale Sun Resort (MSR)/Restful Haven has 85 lots. You will see many different types of lots because lots were developed at different times throughout the club's history. Many of the lots are full-sized, approximately 40 feet in width and 60 feet in depth. Terrain may cause a variation in size and shape. Half size and double size lots may also be designated. A map of the lots is listed at the end of this Guide. If you have a question about your lot size, your lot boundary, or related information, please ask a Board Member to review your lot.

Structures on Leaseholds

- On lots smaller than full size, the only structures permitted are small storage sheds, tent platforms, patios, and steps for RVs.
- On full size lots, a leaseholder may have a stick-built cabin.
- New stick-builds, pre-fabs, or cabins may be constructed or placed on a full size MSR leasehold with prior Board approval and the appropriate Washington County permits. Approval and timelines are at the Board's discretion.
- Any lot leaseholder who builds a stick-built cabin, constructed after 2016 must pay time and material rates to MSR if the club makes improvements to their lot for water, sewer, or electrical connections. There is a \$500.00 minimum fee for each lot with a stick-built cabin, manufactured home, or park model. Any connectivity fees for electricity, phone, or data lines are between the leaseholder and the service provider.
- NOTE: If it was originally built before September 1998, or a leaseholder may have a mobile home, trailer, or RV. Stick-built structures originally built before September 1998 may be rebuilt, expanded, or remodeled. This is subject to Board approval.
- The criteria for Board approval of structures shall include appearance, dimensions (in relation to lot size and shape), meets conditions of the Washington County, Oregon, non-conforming use permit, and safety.
- Stick-built structures or mobile homes, RVs, or trailers must be connected to power, water, and sewer. This applies to any structure on a leasehold. If disconnected to winterize during the coldest months of the year, the structure, mobile home, RV, or trailer must be reconnected when the weather warms.

General Rules

- No portion of MSR grounds may become a privately-owned lot. All portions of the grounds, including all eased and leasable lots, remain the property of MSR.
- A lease is an agreement between MSR and one (1) or two (2) MSR members who comprise a Lease Unit as that term is defined herein. MSR grants the exclusive right to occupy and use a defined portion of MSR-owned ground in return for payments and other considerations specified herein.
- The MSR Lease Unit: A Lease Unit is one (1) unmarried MSR member, two (2) unmarried MSR members who have established a two-person Lease Unit, or two (2) MSR members who are married to each other.
- Each MSR member shall lease no more than two Lease Units, except in rare, approved instances which require approval by the membership.
- Lot Leaseholders shall not purchase an additional lot lease which has a preexisting inhabitable structure with the purpose of using the structure as a storage facility.
- Non-members of MSR may not participate in a Lease Unit.
- Two unmarried MSR members may form a two-person Lease Unit by notifying the Treasurer in writing. Joining MSR as a two-person unit constitutes such notice.
- Two people who are part of a Lease Unit, or relationship, cannot each purchase a second lot lease which contains an inhabitable structure in their own name.
- An unmarried MSR member may withdraw from a two-person Lease Unit by notifying the Treasurer in writing.
- Upon termination of the Lease Unit or relationship, one person may then purchase their own lease. If the two partners resume the relationship, the Lease Unit is no longer considered terminated and subsequently one or more of the inhabitable structures shall be sold if the total number of lots is three or more.
- If two single members begin a relationship which results in a merging of their lease units, one or more of the inhabitable structures shall be sold if the total number of merged lots is three or more.
- In order to become a leaseholder, you must pass your probationary period as a member of MSR.
- Your lot should be your nudist place of solace and rejuvenation. With that said, it is not to be used as a place of business, where clients come and go. Working remotely by computer is allowed.

MSR Lease Policy

- MSR may grant a specific lease to one, but only one, Lease Unit.
- Only a Lease Unit may hold a whole or partial share of a lease.
- A Lease Unit may hold a whole or partial share of two leases at a time, with MSR Board approval. More than two leases will require an approval vote by the General Membership.
- Sole leaseholders may grant joint leasehold status only to the other member of the two-person Lease Unit.

Second Home versus Primary Residence

As stated in our Bylaws, Article XIII, under MSR REAL PROPERTY:

B: Primary Residence: No one may use the property or address of MSR as a primary residence for ANY purpose, including auto registration or voter registration. AND

Article XV, under Leasable Lots:

F: Limitations on Overnight Stays, Section 1: Overnight Stays on lease held lots may not exceed 290 days per calendar year.

This is not only our Bylaws; it is a part of our Non-Conforming Use Permit (NCUP) with Washington County, Oregon. Our failure to adhere to this rule puts the Club in jeopardy. If the Club lost this permit, our tax structure, our fees, etc. would radically increase and you as an MSR member would need to pay these increases. Or even worse, the Club could be shut down and members would be ordered off the hill by the County. Notice of this was documented in the NCUP, 2009 approval: Casefile 08-291, Attachment C – Staff Report (NCUP 2008-MSR/RHHC) “This request does not provide any dwelling units.” This statement confirms that no permanent residents/residences are allowed. In addition, the NCUP requires the Club to provide self-governing means to demonstrate compliance. The Club has chosen the “Time on the Hill” book, which is a required document as proof of compliance. The book should be up to date at all times. If you are on the hill for an entire month, you may document the 30 consecutive days’ stay in one entry.

To comply with the Non-Conforming Use Permit (NCUP), all leaseholders must sign in and out of the Club grounds. This is stated in the Procedure Manual at Section 2.06.00 stating that:

- **Leaseholders or the sub-lessees will sign in and out of the club. This will be verified by the club host and the board. Members may be assessed a fee for not meeting the required time off the hill.**
- **As a lot lease is purchased or transferred, the lot purchasers or their sub-lessees must provide evidence that they have a permanent residence off the hill.**

This is a key part of the compliance in maintaining proof there are no permanent residents on the Club grounds. Another key part is maintaining an accurate physical address outside of Mountindale Sun Resort. Annually, you need to supply a copy of your driver's license that shows that address.

The only exception to this ruling is the allowance of the approved caretaker for water maintenance according to the rules of the Washington County Environmental Health and Sanitation. The duties are performed by the Maintenance Contractor or the Club Host.

The Purchase Process

Who Does What in Selling and Purchasing a Lot Lease?

Seller	* Holds the current lot lease and manages the signatures of the lot lease in the sale. * May advertise the sale on www.mountaindalesun.com * Determines the price and manages the bill of sale. * Communicates with the MSR Board of the sale for approval. * Determines if the seller or buyer pays the lot transfer fee.
Buyer	* Purchases the lot lease and signs the appropriate Lot Leases. * Pays the lot transfer fee unless this is to be paid by the seller. * Receives a new Lot Lease that recognizes their ownership.
MSR Club Treasurer	* Receives notification of the sale. * Places notification of the sale on the Board Agenda. * Creates the new Lot Lease for the buyer. Along with the Club President, signs the lot lease. * Notifies the Club Bookkeeper of the new Lot Leaseholder for billing.
MSR Board Of Directors	* Manages all Lot Leases and approves/disapproves the transfer. * May approve/disapprove a rent-to-purchase agreement between a member and probationary member.

Upon finding a seller, whether it is another MSR member or the Club itself, the process is pretty straightforward. You negotiate a price and create a signed Bill of Sale between the two parties.

The approval process by the MSR Board is:

- The Board must be assured that you are a full member (not a probationary member) in good standing.
- The Board may request a document with a proof of a primary residence (not a PO Box).
- Complete the Lot Lease Transfer document and pay a one-time transfer fee of \$350.00 to MSR.

Once the transfer fee is paid, and the transfer is approved and completed, you will receive a Lease Transfer document. A copy is kept in your membership file. In order for the Lease Transfer document to be a viable document, there must be signatures by the President and Treasurer.

Important Notes about the Purchase Process:

Transfer of a lease requires prior or concurrent sale to the prospective new leaseholder of all improvements which are in, on, or above the ground of the applicable leasehold (lot) on the date the transfer is recorded.

The sale price of improvements to leasehold is determined solely by the buyer and seller of the improvements. MSR may be either a buyer or seller. If MSR is neither buyer nor seller, MSR shall have no role in determining the sale price of the improvements or any other terms of sale. Neither buyer nor seller is obligated to disclose the sale price or other terms to MSR or to any other third party.

A leaseholder and a prospective new leaseholder must, within 30 days of the date of sale, state plans of improvements to the leasehold and jointly ask the Treasurer or his/her designee, in writing, to record transfer of the lease. Each leaseholder will be informed at the time of submitting such plans that Washington County requires a building permit before making structural changes or other improvements.

The steps are:

- MSR shall collect a fee for recording transfer of a lease in the amount of \$350.00.
- The prospective new leaseholder is responsible for paying the lease transfer fee. If the prospective new leaseholder is eligible to hold a lease, and has paid MSR any applicable lease transfer fee, the Treasurer shall record the transfer.

- Until the transfer is recorded, the current leaseholder remains the leaseholder of record, and is responsible for all monies due MSR.
- The transfer fee must be paid prior to the new owner taking possession of the lot.
- When a transfer is recorded, the new leaseholder becomes responsible for all leasehold-related monies owed MSR by the prior leaseholder.

If you are inheriting your lot, or it is a settlement of a divorce decree, you must show proof of ownership with the appropriate original court document. As a part of good estate planning, remember to include your cabin/lot lease in your plan. Please notify the Club Treasurer of this to be attached to your Lot Lease. (See Page 14 Lot Lease Summary.)

Electricity and Other Utilities

- **GARBAGE SERVICE:** Leaseholders are responsible for their own garbage. It is important to know that there is no garbage pickup for each lot. The leaseholder must transport their own garbage to the Club facilities. Garbage pickup is about 8 AM every Monday. This is subject to change, so check with the Club Host for accurate dates and times.
- **ELECTRICITY:** All lots are on PGE power. It is up to you as a leaseholder to arrange for your electricity service with PGE.
- **OTHER FEES:** To protect your place during the winter, you may be assessed a small fee used to winterize the water. You will be notified if the Club must complete this activity.
- **MSR** has its own water source (well and springs) and sewer system. Please respect the fact that this system supports the clubhouse, grounds, your neighbors, and you. Don't water your lawn in excess. Don't wash your vehicles (autos or RVs) when water conservation signs are posted because water is scarce in the summer. Water is precious at MSR! Be sure to maintain your cabin's water use such as toilets, showers, faucets, and watch for leaks. This will keep our resources available for everyone.

Fees and Costs

Costs to Leaseholders:

- **Lease Transfer Fee:** The lease transfer fee is \$350.00
- **Taxes:** Leaseholders shall pay MSR an annual tax in advance, for the lot only, at the rate \$50.00 per full-size lot and \$40.00 per half lot. Leaseholders of larger or smaller lots pay in proportion to the lot's size. The annual tax fee will be due each year by January 31st. Leaseholders shall also pay MSR such amounts as

may be assessed to MSR by the County Tax Assessor against the leasehold and improvements thereto. The Washington County Tax assessments will be due each year by January 31st.

- Service Charge: Leaseholders shall pay MSR \$250.00 per quarter (due quarterly on January 31st, April 30th, July 31st, and October 31st) for water, sewer, and other charges.
- Leaseholders who stay at MSR 15 or more nights a month, shall pay an additional \$30.00 per month to offset the cost of general use, water, sewer and road maintenance, and other privileges they may enjoy, including garbage service.
- Other Costs: All other operating costs including electrical power, propane, and telephone are in addition to the above and are the responsibility of the leaseholder.
- All lot lease assessments and associated fees over 30 days Past Due will be assessed a late payment penalty of \$30.00 per month until all fees are paid.
- Any lot leasehold emergency that requires Club Host intervention and is not attended to within 48 hours to repair or make appropriate arrangements, the lot lease owner shall be charged \$100.00
- There may be annual additional assessments voted by the membership. This information is made readily available to the lot leaseholder.

Appearance of the Lot

People notice your lot and that reflects on you and the Club. If you are not able to do lot maintenance or desire to have lot external maintenance done for you, it is your responsibility to hire the work done. It is not the responsibility of the Club to maintain the appearance of your yard or cabin exterior. Every spring, there is a survey of the lots by a committee for appearance and safety. It is your responsibility to respond to recommended improvements noted by the survey. The most recent survey results are posted in the clubhouse. Leaseholders who are cited in the survey will receive a letter and email, and are expected to respond with a communication to the Board about their plan to deal with the needed maintenance on their lot within 30 days of receipt of the email or mailed letter. The plan should include a completion date within 90 days of the receipt of the email or mail or mailed letter. If there is no response within 30 days, the leaseholder will be billed \$150/month until the citation is addressed. If work is not completed within 90 days, or within a time frame agreed upon by the Board, the leaseholder will be billed \$300/month until completed.

Your Neighbors

With our small lot sizes, your neighbors are close to you. Follow the rule of “treat others as you want to be treated” with your neighbors, and you will get along fine. Things that are common issues are: noise, pets, and vehicle parking. It’s as simple as this: Don’t be noisy before 8 AM or after 10 PM, keep your pets on a leash and control their behavior, park on your lot only – unless you have made special arrangements.

Pets

Your well-mannered, leashed pets are welcome at MSR. Just as in any other community, and as in the Washington County ordinance, it is recommended that you have no more than two (2) pets on the premises and respect all of the neighbors’ feelings about your dog or cat. You are expected to bag any pet feces on the grounds. Pets are prohibited in the sunning area and in the clubhouse, even if being carried. Pets must be on a leash, except in designated non-leash areas, when not confined to the owner's property. Anyone who brings any animal onto the grounds of MSR assumes total responsibility for the actions of the animal and shall clean up after it. Devices for cleaning up after the pet are available for checkout in the clubhouse. Pet owners will be responsible for the actions of their pets, and shall hold the club harmless for all claims resulting from the actions of pets.

Effective 2016, there are specific rules about pets on MSR Grounds. This is outlined on page 12 of the RHHC/MSR Procedure Manual under Section 2.11.01 Pet Policy.

Vehicles and Parking

Be sure that parking your vehicle(s) adheres to the Club rules and is not intruding on your neighbors. Each leaseholder may have no more than two (2) vehicles at their lot. Any additional vehicles, recreational vehicles, boats, trailers or other structures must be parked in an approved area. The Club Host can direct you to the correct area. Parked vehicles or trailers must not appear abandoned and more specifically, must have current tags on all vehicles. Domicile trailers are excluded from the requirement of having current tags.

To maintain your status as a “good neighbor,” please obey the RHHC/MSR Procedure Manual Rules (Section 2.12.00 Vehicles) on driving a vehicle on Club grounds. Specifically, the speed limit is 10 MPH.

If a vehicle or trailer appears to be abandoned, the Club will issue a warning and ask the owner to remove the vehicle or trailer. If within 90 days the issue has not been resolved, MSR may confiscate the vehicle or trailer at the owner's expense.

Operators of all motorized vehicles must have a valid driver's license. No motorized vehicles are permitted off MSR roads without permission of the Club Host. This includes trails, grassy areas, etc. All vehicles must be parked in approved parking areas, and drivers must exercise considerate behavior with horns, mufflers, etc. Weather permitting, golf carts may be parked by the pool on the grass.

Safety and Security

MSR is a part of the beautiful Oregon forest. Fire protection is always on the minds of Club members. It is highly advisable to keep a fire extinguisher and a working smoke detector on your premises. Keep watch of any safety hazard and report any hazardous situation to the Club Host.

The Club receives emergency medical services from North Plains. This is 20 minutes away. Should you have emergency medical services coming, it is helpful to have the Club Host, or a neighbor direct them to your location.

TO CALL 911

- STATE YOU ARE AT MOUNTAINDALE SUN RESORT
- STATE THE ADDRESS OF 27100 NW DAIRY CREEK RD & YOUR CABIN NUMBER
- STATE YOUR PHONE NUMBER
- IF YOU CAN, HAVE ANOTHER MEMBER OR CLUB
- HOST DIRECT THEM TO YOUR LOCATION

No open burn piles are allowed on any lot. Only approved covered fire pits are allowed, and these may be prohibited at certain times of the year. Check with the Club Host to make sure you are allowed to burn outside. Burning of trash is not allowed at any time. Burning of slash and lawn debris in designated areas must be approved by the MSR Board and the Washington County Forestry Department.

Winterizing Your Cabin

Mountaindale Sun Resort is at the foothills of the Oregon Coastal Range. This provides our beautiful scenery, but it also brings all four seasons of weather. Just as you protect your primary residence against frozen pipes, downed electricity lines, etc., you need to do the same at MSR.

WATER: Turn off your water when you are not at your cabin. Please do not leave your sink taps dripping as a “winterizing” measure. This is particularly important during a power outage, as our pumps are electric, hence they don’t work without power. This can quickly cause our water reservoir to dry up. In addition, this over taxes the sewage system with the excess water going down the drain. Lastly, dripping water consumes electricity and our water chlorination/filtration products. In summary:

- Drain all water pipes and fixtures;
- Wrap exposed pipes with insulation and cover with waterproof material;
- Optional: Fill fixtures with possible existing water with RV anti-freeze;
- Do not leave water dripping! All water supplies must be turned OFF;
- Mark your emergency water shut-off valve with a tall reflector. Must be seen from the roadside with snow on the ground.

ELECTRICITY: It is safe to assume that MSR will lose power during the winter. If you do not have alternate power, such as propane, natural gas (not available yet), or oil, your cabin’s temperature will drop and perhaps match the outside temperature. This will impact many systems.

TREES: There is a strong possibility you will have tree limbs fall on your lot during a major storm. If there is structural damage, notify your insurance carrier. Take pictures of all damage and notify the Club Host of the damage. If you wish to remove a tree for any reason on your lot, you must gain Club approval. The Bylaws are very clear on this. Before even considering any type of tree removal, read Page 14, ARTICLE XIII MSR REAL PROPERTY, Section D: Cutting Timber and Shrubs.

POWER OUTAGES, FREEZING TEMPERATURES, EMERGENCY ACCESS, AND OTHER ESSENTIAL INFO! NO POWER = NO SEWER!

- ***THIS IS NO JOKE!*** Do not flush toilets or septic systems in any way during power outages! Although your water may run because of our gravity-fed system, you cannot send sewage to the septic tank. The septic system requires power to activate the pumps to move sewage to each station and eventually to the drain field. If you do use the septic system, the sewage will build up until it overflows. Without a working sewage system, we will be forced to evacuate the premises. In other words: NO POWER = NO SEWER!

- **EMERGENCY KIT** – Keep an emergency kit on hand in an easy-to-access location. If you require assistance on compiling a kit, or need more information, please contact the Club Host.
- **EMERGENCY ACCESS KEY AND WATER SHUT-OFF VALVE** – Leave an emergency access key to your cabin with a neighbor, friend, or Club Host. Please let the Club Host know who you have left your key with, in case of emergency. Mark your emergency water shut-off valve with a tall red reflector. The reflector must be seen from the roadside with snow on the ground.

Your Guest Member Visitors

Even if your guest is only visiting you and not using Club facilities, we request that your guests register at the clubhouse and be issued a no-cost guest notice. If your guest will be staying overnight, there is an overnight fee of \$5.00 per night. This ensures that we know who is on the grounds in case of emergency or fire. Lastly, please remember your guests are subject to the rules and requests of any other member or guest on the grounds. As a member, you are responsible for the activities and behavior of your guests.

Children

Children (under the age of 18) are the responsibility of the parent, grandparent, or guardian at all times. After 10 PM, minors are prohibited in the clubhouse where alcohol is present. While well-behaved children are welcome and encouraged at MSR, children's behavior that is not acceptable will be discussed with the parent, grandparent, or guardian and, if necessary, the children will be confined to the parent, grandparent, or guardian's lot; or told to leave the premises by the Club Host.

Marijuana and Your Lot

Marijuana possession is legal in the State of Oregon. You may be in possession of marijuana in your leasehold as the law permits. You may not grow marijuana plants in or on your leasehold or anywhere on club grounds.

Renting Your Lot

There are several options in renting your lot. You may wish to assist the Club by having your cabin or RV become a short-term vacation rental, or you may enter into a rental agreement with another member. It is all doable as long as you follow the Bylaws and work with the Board of Directors with your plan.

Rent to Lease Options – You may rent your lot to another member upon receiving approval from the MSR Board of Directors. If you plan to “rent to sell” your lot to a current probationary member, they will have been a probationary member in good standing for three (3) months and must have attended three (3) meetings prior to entering a signed rental/lease option agreement.

There are other specific conditions that must be in place for renting to anyone – including a probationary member.

There are three (3) areas that need to be understood by the leaseholder and the renter about a rent-then-purchase agreement with a probationary member at MSR:

1. **Be a Regular Member at Mountindale Sun Resort** – In order to have any conversation about renting a leasehold or renting to purchase a leasehold, the renter must become an MSR Regular Member. A Regular Member enjoys all privileges of membership including voting, holding elective office, and leasing a lot. Regular members pay regular MSR dues. They must also pay AANR and AANR Northwest dues, either through MSR or through another AANRaffiliated club.
2. **Obtain Approval from the Board of Directors:** (See the Bylaws, Page 18, ARTICLE XV LEASABLE LOTS, Section F Limitations on Use of Leaseholds by other than the Leaseholder.)
 - Leaseholders or their long-term renters shall not permit anyone outside of their own Lease Unit to use any part of their Leasehold for more than 28 days per calendar year without Board approval.
 - No member may sublet to a non-affiliated member, probationary member, or an associate member without Board and membership approval.
 - Any MSR Leaseholder may allow another MSR Leaseholder the use of their property as long as both parties continue paying their Leasehold assessments.

Clearly understand the Implications of Entering a Rent-to-Buy Agreement During Probationary Membership Year:

- Upon completion of at least three (3) months' membership and attending three (3) meetings, probationary members may receive eligibility to enter into a rent-to-buy agreement.
- The probationary member and Leaseholder negotiate a price and determine who will pay the MSR Lot Lease fee. NOTE: The Lot Leaseholder is ultimately accountable for the payment of the Lot Lease fee.
- MSR members who sublet their property to another MSR member on a monthly basis are exempt from the 25% sublet fee.
- The Lot Leasehold and the probationary member determine who holds the PGE account for the lot.
- In the unlikely event the probationary member does not pass probation and is expelled from the Club, the Lot Leaseholder will need to make arrangements with the renter to gather their belongings. It is possible to make arrangements through the Club Host.
- Upon successful completion of the probationary year, a lot lease transfer is approved by the Board of Directors and the buyer becomes the new Lot Leaseholder; with full ownership – including all MSR rules, responsibilities, and fiscal relationship with MSR for payment.

Subletting Your Lot

You may choose to have your cabin, RV, or leased lot in the pool of cabins that the Club may sublet on the Leaseholder's behalf. To do so, you must sign the Restful Haven Health Club Agreement and adhere to the rules. This includes the rule that you must insure your cabin in order to have it be used as a "rental" or sublet facility. A copy of the insurance policy should be a part of the leasehold file. The agreement is on the website. In considering participating, you should determine how much you will charge, how you will maintain the cabin – including housekeeping services and what "rules" you will have in your cabin on items such as pets, smoking, children, etc.

Other rules include:

1. Leaseholders or their long-term renters shall not permit anyone outside of their own Lease Unit to use any part of their leasehold for more than 28 days on MSR grounds per calendar year without Board approval.
2. Any guest or visitor, including those only on the grounds to visit you, must supply the Club Host their first name, last name, and information shown on the registration envelope.
3. All vacation rentals subject to the Washington County tax must reimburse the Club for 25% of the fees collected. MSR members who

- sublet their property to another MSR member on a monthly basis are exempt from the 25% sublet fee.
4. No member may sublet to a non-affiliated member, probationary member, or associate member without Board and membership approval. NOTE: Nonaffiliated visitors may not stay overnight on club grounds for more than 7 consecutive nights or 28 days on MSR grounds annually without Board approval.
 5. Any MSR Leaseholder may allow another MSR Leaseholder the use of their property as long as both parties continue paying their Leasehold assessments.
 6. All MSR Leaseholders who sublet their property or entertain an affiliated visitor or guest are responsible to ensure that their guest has signed a visitor's roster or has registered with the Club Host.

Bylaws and Procedure Manual Information about Leaseholders

ARTICLE XV LEASABLE LOTS is critical information for the Leaseholder. You should have a copy of the complete Bylaws and Procedure Manual. This is available on the Club website.

Restful Haven Health Club, Inc.
dba Mountaindale Sun Resort
Lot Lease Agreement

HAVING PAID the proper fee, the known as Lot # _____ is hereby leased to _____ under the conditions set forth in the current MSR Bylaws and/or Procedure Manual. During the life of the leaseholder(s), terms of this lease regarding redemption or disposal shall be those in effect at the time of redemption or disposal.

IN THE EVENT of the death of the leaseholder(s), this lease shall pass to their heirs. If the heirs are not MSR members, they shall be given the opportunity to become members and take possession of the property. Membership must be acquired within one (1) year from acquisition of the lease or the heirs may elect to transfer the lease of the property to an MSR member within two (2) years from date of acquisition. Failure to do either shall result in MSR canceling the lease and without compensation claim ownership of the lot and all improvements upon it. In the event the heir(s) is/are a minor(s), the guardian will be bound by the above provision.

HEIRS who are not MSR members will be permitted to make semi-monthly visits to the property for maintenance purposes but are not permitted to remain overnight on club grounds.

I/WE have read, understand, and agree to abide by this agreement as stated above and in the MSR Bylaws and/or Procedure Manual. I/WE understand that changes may be made to the Bylaws and/or Procedure Manual that affect this agreement and agree to abide by those changes.

An MSR member whose membership has been terminated shall be governed by Article XV.D.5

FOR MOUNTAINDALE SUN RESORT

(Signed) President Lessee

(Signed) Treasurer Lessee

Note: This Lease Agreement replaces any previous agreement issued by MSR

TRANSFER AGREEMENT

I/WE HEREBY transfer the above lease to:

Transfer fee Paid: \$ _____

Signed this _____ day of _____ (Day-month-year)

RHHC/MSR LEASEHOLDER GUIDE 2026-2027

ATTACHMENT #1

LOT LEASE SUMMARY

Lot #: _____ **Lot Leaseholder(s):** _____

The individuals who compose a Lease Unit may be, but need not be, joint holders of a Lease and joint owners of improvements; thereto: one member of a Lease Unit may be the sole Leaseholder and the sole owner of improvements. Article XV.B.5.

2nd Person of Lease Unit: _____

By having been added as the person above, this person understands: they are not being granted Leaseholder status, they have no hold on the beforementioned lot, they can be removed at any time by written notice to the Treasurer, and they do not inherit the Leasehold upon the death of the single Leaseholder unless it has been designated in writing in the Estate. Title transfer fees would be applicable in such a case. 2nd Person Initials: _____

Leaseholder(s) Contact Information:

Phone: _____ Email: _____

Current Address: _____

2nd Person's Contact Information:

Phone: _____ Email: _____

Current Address: _____

Emergency Contact:

Name: _____

Phone: _____ Email: _____

Can the Emergency Contact make decisions for you regarding your Lot Lease if you are unable or unavailable to do so? ____ yes ____ no

Lot Information:

Extra Key in Case of Emergency? ____ yes ____ no With MSR Host? ____ yes

____ no Other _____

Location of Water Shut-Off Valve: _____

Other critical information about your lot: _____

Lot Lease/Estate Information:

Is this lease listed in an Estate: ____ yes ____ no

If Yes, Executor to be contacted:

Name: _____

Phone: _____ Email: _____

Signed: _____

RECOGNITION OF MOUNTAINDALE SUN RESORT BYLAWS AND PROCEDURE MANUAL

I recognize and agree to adhere to all of the Mountaindale Sun Resort Bylaws and Procedure Manual, especially as noted in Article XV of the Bylaws and any Procedure Manual rule that pertains to holding a lot lease. INITIAL: _____

In accordance with maintaining compliance with the Mountaindale Sun Resort Non-Conforming Use Permit, I agree to adhere to the club procedure to accurately and timely sign in and sign out my time on and off Mountaindale Sun Resort grounds. This is in accordance with Procedure Manual 2.06.01: Leaseholders or their sub-lessees will sign in and out of the club. This will be verified by the Club Host and the Board. Members may be assessed a penalty of \$500.00 plus \$250.00 per day for not meeting the required time off the hill. Subsequent violations within a 5-year period may result in expulsion from the hill. INITIAL: _____

I recognize that Mountaindale Sun Resort is not my permanent address and agree to provide proof of an address not on Mountaindale Sun Resort grounds – such as a driver's license, utility bill, and/or voter's registration. This is in compliance with the Mountaindale Sun Resort Bylaws, Article XIII.B Primary Residence: No one may use the property or address of MSR as his/her primary residence for any purpose, including auto registration or voter registration. INITIAL: _____

I acknowledge that I can be removed from my lot lease and the Mountaindale Sun Resort property with potentially no more than 24 hours' notice due to a suspension or expulsion from Mountaindale Sun Resort. This is in compliance of the Mountaindale Sun Resort Bylaws, Article IX: Complaints and Expulsions:

-
- Article IX.B: Penalties:
 2. Penalties, depending upon the degree of the offense determined by the Board, may be:
 - a. Suspension of any or membership privileges for up to one year, or
 - b. Expulsion (termination of membership) recommended by the Board; and/or Section C
- Article IX.C: Expulsions:
 2. If expulsion is recommended, ballots shall be mailed to all eligible members.
 - a. Expulsion is effective immediately upon approval.**
 - b. If the expelled former member holds a lease and is now a non- member due to the expulsion, the provisions of Article XV.E.5 apply.
 - c. Any funds paid to MSR shall not be refunded.
- Article IX.C.2: Re-admittance after expulsion:
 2. Former members expelled under Article IX cannot use MSR grounds – not even as a member of AANR or TNS or as a member of an AANR or TNS-affiliated club – and cannot reapply for membership for two years from date of expulsion. INITIAL: _____

I agree that any sublet or rental agreement associated with this lot lease and the renter or lessee will agree to adhere to all of the above. INITIAL: _____

I agree to the updates of the above with changes within the Bylaws or Procedure Manual as voted by the Membership of Mountaindale Sun Resort.

Signed: _____

Mountaindale Sun Resort - Lot Designation

