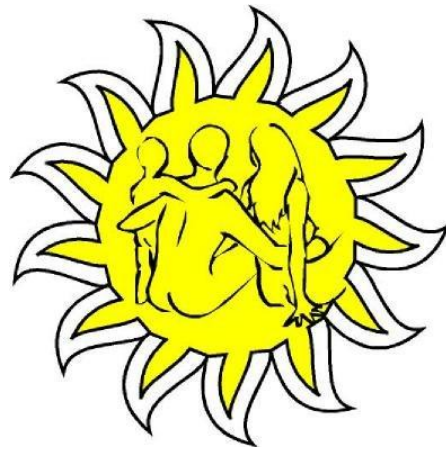


**Restful Haven Health Club  
Inc.  
DBA  
Mountaindale Sun Resort  
Bylaws  
&  
Procedure Manual  
Revised August 8, 2020**



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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), DBA as Mountindale 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 27100 NW Dairy Creek Road, North Plains, Oregon 97133.

### ARTICLE II PHILOSOPHY, PURPOSE, AND AFFILIATIONS:

- A. Philosophy: We recognize the essential wholesomeness of the human body and recognize that life is enhanced by the naturalness of social nudity. We believe physical health and mental well-being are enriched through social nude recreation. We have the right to practice social nudity in appropriate settings, provided we do not infringe on the rights of others.
- B. Purpose: MSR shall provide a facility for the practice of social nudity: member-owned, member-managed, and democratically governed.
- 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: Provide a safe, secure, family-style clothing optional retreat by inspiring wellness, wholeness, and community for self, friends, and family.
- E. Vision: The most welcoming and inviting clothing-optional resort in the Pacific Northwest.

### ARTICLE III POWERS OF THE ORGANIZATION

In reference to Article II above, MSR shall engage in activities in furtherance of the organization's philosophy, purpose and affiliations.

### ARTICLE IV AMPLIFICATION OF BYLAWS:

- A. Procedure Manual: The members of MSR shall adopt, and amend as necessary, a Procedure Manual of these Bylaws.
- B. Ground Rules: Written Ground Rules shall be developed, maintained, posted, made available to members, and handed to non-members who enter MSR grounds for the first time. Topics shall include ground fees, camping fees, rules regarding guests, rules regarding minors, privacy, sanitation, safety, behavior, restricted use of cameras, prohibition of firearms, and such other topics as may be appropriate. The Ground Rules shall be part of the Procedure Manual.
- C. Legal Forms: MSR's standard legal forms (including, but not limited to, the Photography Agreement and Release form), the Lot Lease Guide, and the Lot Lease Agreement form shall be part of the Procedure Manual.

### ARTICLE V ABBREVIATIONS AND KEY TERMS:

**A9C:** a concise way of saying Bylaws Article 9, section C.

**A16D1a:** a concise way of saying Bylaws Article 16, section D, part 1, subpart a.

**AANR** American Association for Nude Recreation, which accredits nudist clubs in North America, and which represents the United States in INF.

**AANR-NW:** AANR American Association for Nude Recreation of the Northwest; a regional subsidiary of AANR.

**Good Standing:** an MSR member is in ‘good standing’ if he/she is current in all payments due MSR, if he/she has no membership privileges currently suspended (A.10.B.1.b.), and if he/she is not currently recommended for expulsion by the Board (A.10.B.1.c.).

**Grounds:** the real property owned by MSR.

**Grounds Fee:** a user fee charged to non-members for the 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 isn’t needed for protection, and who frequently acts on that preference.

**PM:** Procedure Manual

**PM 1.03:** a concise way of saying Procedure Manual Section 1.03.

**MSR:** Mountaindale Sun Resort

**Social nudist:** an individual who chooses to be nude in groups of nudists.

**TNS:** The Naturist Society, which accredits nudist clubs in North America, and which supports clothing-optional use of public lands world-wide.

## GOVERNANCE

### ARTICLE VI GOVERNMENT

MSR is governed by its members through its Bylaws and Procedure Manual. The membership elects an Executive Board and various Officials. It establishes standing committees through its Bylaws and Procedure Manual. The membership assigns duties and responsibilities, and delegates the authority necessary for them to carry out their assignments.

#### A. Executive Board:

The Executive Board (often, ‘the Board’) shall be comprised of five elected Officers and three elected Directors. The Board as a whole, and each individual Board member, performs as directed by a vote of these Bylaws.

1. Officers of MSR are President, Vice President, Secretary, Treasurer, and Membership Officer. Officers serve terms of one year, from the end of the August meeting through the August meeting of the following year or until successors are elected. Officers of MSR shall be limited to four consecutive years in the same office.
2. Directors serve staggered terms of three years, from the end of the August meeting at which elected through the August meeting three years hence.

#### B. Officials:

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

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



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

#### C. Eligibility:

1. A Regular Member shall have been in good standing for one full year prior to being nominated or appointed to the Executive Board or as an Official.
2. With the exception of the current Vice President, no member shall be eligible to serve as president of MSR without having completed at least one full term on the Board of Directors.
3. Executive Board members and Officials shall be eligible for reelection.
4. Any member in good standing may serve on any committee.

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

##### 1. Nominations:

- a. Nominations shall be held at the regular June meeting.
- b. Nominations shall be called three times before closing.

##### 2. Election:

- a. Ballots shall be mailed or electronically sent to all eligible members immediately after the July meeting.
- b. Ballots may be returned to MSR by mail, by online voting, or handed to the tellers before the August meeting begins.
- c. The tally shall be completed and announced during the August meeting.
- d. Election to an office shall be by plurality of the votes cast by secret ballot.

##### 3. Installation:

Newly elected members of the Executive Board shall be installed as the last act of business at the August meeting.

#### E. Vacancies:

1. The President shall appoint an eligible member to fill any vacancy, created for any reason, on the Executive Board or among the Officials. This appointee shall be qualified under the provisions of Article 6.C. (1. & 2). The appointee serves until the end of the next August meeting.
2. If a temporary Board vacancy occurs, the Board may appoint a replacement for that member with all board member privileges until the regular member returns to the Board.
3. If the office of President is vacant, the Vice-President becomes President until the end of the August meeting. The new President shall promptly appoint a new Vice President.

#### F. Authority of the Executive Board:

1. The Executive Board shall have all authority necessary to carry out its duties and responsibilities as described herein.
2. The Executive Board may recommend approval or rejection of any business at any business meeting.
3. The Executive Board shall act in emergencies requiring solutions before the next regular business meeting.
  - a. Decisions require approval of two-thirds of the Board members polled. An attempt must be made to contact all Board members.
  - b. Minutes shall be taken and ratified at the next in-person Board meeting.

c. Emergency actions must be in accord with existing provisions of the Bylaws and Procedure Manual.

4. The Executive Board shall have the authority to appoint the club's Certifying Officers.

#### G. Committees:

1. Ad Hoc Committees: The Executive Board may create ad hoc committees when special needs arise.

2. Standing Committees: All Standing Committees are described in the Procedure Manual, 1.03.00 Standing Committees.

3. Committee Appointments: Except as constrained by these Bylaws, or by the Procedure Manual, the President may appoint committee chairs or committee members may vote their own chairperson and accept volunteers as committee members.

### ARTICLE VII MEETINGS

Executive Board Meetings and Membership Meetings are intended to conduct MSR business. They are also intended to stimulate open yet orderly discussion of issues related to social nudism, in general and to MSR in particular.

A. *Executive Board Meetings:* The Board shall meet at least once per month. The place, date, and time shall be set by the President.

1. Each Board member shall have one vote, except the President who may only vote to create or break a tie.

2. The Board may recess to executive session upon request of an officer of the Board.

3. Board meetings shall be open to all MSR members except when the Board is in executive session.

#### B. Membership Meetings:

##### 1. *Regular Business Meetings:*

Unless otherwise ordered by the Executive Board, Regular Business meetings of MSR shall be held at MSR on the second Saturday of each month at the time announced in the current newsletter or on the MSR website. The Board may cancel a meeting without giving notice but will take every reasonable action to notify membership of the cancellation given the circumstance e.g., weather emergency, power failure. However, if the Board changes the previously scheduled date, place, or time of a meeting, the Board shall email/USPS a notice, at least seven calendar days before the meeting, to the last recorded email/USPS address of each member and post a notice to our website. The quorum for a Regular Business meeting is 30 MSR members who are eligible to vote. The Annual Meeting shall be the August meeting. The meeting notice will be posted in the clubhouse and on our website.

##### 2. *Special Business Meetings:*

Special Business meetings may be called by the President, or by five members of the Board with adequate notice to the President. The Board shall email a notice, at least seven calendar days before the meeting, to the last recorded address of each member.

The notice shall state the date, place, and time of the Special Business meeting as well as its purpose and agenda. The quorum for a Special Business meeting is 40 MSR members who are eligible to vote.

### *3. Attendance at Meetings:*

All MSR meetings shall be open to all members who are current in payment of dues and assessments and who are not excluded under the provisions of A.10.B.1.b. Nonmembers of MSR may attend and participate with approval of the Board but shall not vote.

### *4. Voting at meetings:*

Only those members eligible to vote may vote. Proxy voting is allowed provided that written proxy statements are presented to the board at the beginning of each meeting. A single individual may vote no more than two (2) proxy votes in addition to the member's own vote.

## MEMBERS AND NON-MEMBERS

### ARTICLE VIII MEMBERSHIP

Membership shall run from May 1st to April 30th.

MSR affirms the policy of AANR and AANR NW against discrimination, namely: AANR NW reaffirms the AANR non-discrimination policy by-laws, Section I, Article IV A, "AANR welcomes all people willing to conform to its principles and standards, regardless of age, gender, marital status, religious beliefs, ethnic origin or sexual orientation." To AANR NW this includes welcoming 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 of age or older.
2. An unmarried person may apply as an individual or may apply jointly with one other unmarried person.
3. A married person may join as a single with a letter from a spouse which gives their consent. The spouse, being a non-member, if coming to MSR shall pay all non-member fees. Such letters shall be kept in the member's file until the membership terminates.
4. Persons applying jointly are accepted or rejected as a two-person unit.
5. If a member's spouse becomes unable to visit the grounds because of disability, illness, or personal beliefs, a written request signed by both parties may be made to the Board to terminate or suspend the effected spouse's membership without affecting the status of the other party.

#### B. Application Process:

1. A one-time, non-refundable Application Fee shall be submitted with all applications for membership, except as provided below:
2. Any former member who discontinued membership while in good standing may rejoin within two years without paying the application fee.
3. Unless there are unforeseen circumstances, the membership committee will interview the applicant(s) within 40 days after the receipt of the application including the non-refundable application fee and make their recommendation to the Executive Board at the next regularly scheduled Executive Board meeting. During that time, and preferably no later than two weeks after the applications and fees are submitted, a background check will be done. Upon a favorable recommendation, the Membership Chair and at least two other members must sign the application.
4. The Ground fees will be waived from the date the application and application fee are received.

5. The member(s) will be notified that he/she will be accepted upon the receipt of the appropriate prorated MSR dues, one year's AANR and AANR Northwest dues, if applicable, as a probationary member for a period of one year.
6. The probationary membership begins the 1st of the month following the date the Executive Board members accept the applicant, even if the dues were submitted earlier.
7. If the application is rejected, the applicant(s) will be notified immediately, in writing, by two Executive Board members or by certified letter and regular mail with a certificate of mailing, within 10 days of the decision. Rejected applicants cannot visit MSR, even as a member of another AANR club, or reapply for membership for one year from the date of the applicable vote.
8. During this year, all probationary member(s) must attend three general membership meetings, at which at least 20 persons are present. Introductions shall include an oral biography of the applicant(s) based on the written application and on relevant information from the interview. Background checks, references, and any further interviews will be conducted during this year of probation.
9. The vote to accept the probationary member(s) as a "full" member, of their classification, shall be taken at the general business meeting after the one-year anniversary when they were originally accepted as a probationary member. This change of status in membership requires approval of two thirds of those voting by secret ballot at a regular business meeting. The probationary member(s) should be present and introduced at the general meeting in which the vote takes place. If they are unable to follow this provision the Committee Chair may determine whether or not they will be granted an extension of not more than 90 days to appear for final vote.
10. Any member objecting to the probationary member(s) acceptance shall state his/her objection before balloting begins. An objection may be made to all members present at the general meeting when the vote is to take place or, if the protester wishes, to the Board at any time during the probationary year. If made to the Board, the Board will follow procedures set forth in A.8.C.7.d.
11. In the event that a probationary member cannot come to Saturday meetings, the Board has the discretion to waive the rule for attendance at three meetings prior to the membership vote after the year-long probation.

### C. Classes of Membership:

#### 1. *Regular Members:*

Regular members enjoy 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 AANR-affiliated club.

#### 2. *Supporting Members:*

Supporting members must be in good standing of either another AANR affiliated club who, pay AANR and AANR Northwest dues through that club or may choose to become affiliated through MSR by paying the appropriate AANR & AANR Northwest dues. Supporting Members pay reduced MSR dues. They enjoy all privileges of membership except voting, holding elective or appointed office and leasing a lot.

#### 3. *Associate Membership*

- a. An MSR Associate Membership provides members with an AANR & AANR Northwest membership. They shall pay the AANR, TNS, INF affiliate discounted grounds fees, and

any applicable overnight fees anytime they are on the grounds. They may not vote, hold any elected office, be a committee chair, or lease / rent a lot.

- b. An Associate Member may transfer to a regular or supporting membership, they will need to apply to the membership committee, pay the applicable increase in fees and serve the one-year probationary period as required of all new members.
- c. The membership committee may ask the membership to waive the probationary period for associate members that have been active participants in MSR activities and functions for over one year.
- d. The membership committee or any member of MSR can present a case to the Executive Board requesting the termination of an associate members' membership. The Executive Board may investigate this request or may form a special committee to investigate the request and report their findings to the board. If by a majority vote, the Executive Board determines that the Associate member does not meet the requirements for a member in good standing the Associate membership(s) will be terminated and AANR will be notified.

#### *4. Life Members:*

Effective 2020, Life Members will no longer offered as an option for membership. Existing Life Members will be recognized as that indefinitely.

- a. Life membership shall be awarded, upon request, to any individual member who is at least 65 years of age, who has been a member for at least 20 consecutive years, and whose membership was obtained before January 1, 1975.
- b. Life members enjoy the same privileges accorded Regular members.
- c. Life members do not pay MSR dues. Life members do pay AANR and AANR Northwest dues, if required, all applicable fees, and all special assessments.
- d. Life members shall be assessed an annual fee.

#### *5. Honorary Members:*

- a. With approval of two-thirds of those voting by secret ballot at a regular business meeting, Honorary membership may be granted or re-granted, for a period not to exceed five years, to any unmarried individual or to any unmarried or married couple felt worthy of such recognition.
- b. With approval of two-thirds of those voting by secret ballot at a regular business meeting, an honorary membership may be withdrawn.
- c. Honorary members do not pay MSR dues, fees, or assessments. They enjoy all privileges of membership except voting, holding elective or appointed office, and leasing a lot.
- d. Honorary members need not be a nudist, but must abide by all MSR Bylaws, PM's and ground rules.

#### *6. Visitor Members:*

- a. Visitors shall be treated as other members; except they shall pay daily grounds fees (Per PM 2.10.00).
- b. Visitor members are accorded full access to the common grounds, buildings, and facilities from 10:00 AM the day of arrival until 10:00 AM the next day

#### *7. Probationary Members:*

- a. All new regular and supporting members of MSR shall serve one-year probation.

- b. Former members rejoining after an absence, not longer than two years, who were members in good standing, when prior membership ended, will not be required to serve a probationary period.
- c. An individual, who has turned 18 years of age, may transfer to the membership classification of their choosing, without serving a probationary period, if the following criteria are met.
  - 1. Their parent(s) have been a member for the last 2 or more years.
  - 2. They have actively visited MSR and actively participated in the functions and/or work parties, within the prior 2 or more years.
  - 3. Their membership is approved by two-thirds of those voting by secret ballot at a regular business meeting.

- d. The membership committee or any member of MSR can present a case to the Executive Board requesting the termination of a probationary members' membership.

The Executive Board may investigate this request or may form a special committee to investigate the request and report their findings to the board. If by a majority vote, the Executive Board determines that the Probationary Member does not meet the requirements for a member in good standing the probationary membership(s) will be terminated.

- 1. Termination is then effective immediately after the Probationary Member(s) have been officially notified, in writing, by two or more Board Members or by certified letter and regular mail with a certificate of mailing. Upon termination, MSR shall refund any unused MSR dues within 15 days. Members terminated while on probation cannot visit MSR, even as a member of another club, or reapply for membership two years from the date of the applicable membership vote.
  - 2. If the Probationary Member(s) desires to challenge the board's decision, they must follow procedures set forth in A.9. A.2. & 4.
- e. Members on probation are in good standing, unless individually deemed otherwise by the Board for cause stated in these Bylaws. Probation ends one year from the date that probationary membership was granted and after being voted on by the general membership, per A.8.B.7.
- f. At this time, a member is entitled to all privileges of his/her class of membership. They enjoy all privileges of their class of membership except:
  - 1. They cannot be nominated for an elective office, chair any committee or function, or serve on the Membership Committee.
  - 2. They cannot rent or lease any lot unless the following procedures are followed:
    - a. The probationary member will have been a probationary member in good standing for three months and must have attended three meetings prior to entering a signed rental/lease option agreement.
    - b. They must apply, in writing, to the Executive board that they wish to rent with the intent to lease a club owned or leaseholder's lot.
    - c. If the Executive Board agrees, the transaction must be approved by a two-thirds majority vote of the general membership at a regular scheduled general membership meeting.
    - d. The probationary member shall enter into a signed rental/lease option agreement which will include monthly rental fee, all lot assessments, and a portion of the lease price, none of which is refundable should they not be accepted as full members. This

is applicable to all lot transactions for probationary members, whether the lot belongs to the club or to a leaseholder.

- e. This agreement will state that all parties understand that if the probationary member(s) are not accepted the lot and all permanent improvements will immediately revert back to the club or the prior leaseholder.

## ARTICLE IX COMPLAINTS AND EXPULSIONS

All conflicts and controversies internal to MSR shall be resolved within MSR as prescribed by these Bylaws. Internal MSR conflicts or controversies shall not be taken to outside bodies.

### A. Complaints:

1. All complaints must be submitted in writing, signed, and presented to the President or Secretary and/or Board Members present on MSR grounds.
2. Have two Board members determine if the complaint becomes a formal complaint and/or needs review by the entire Board. The entire board should have the opportunity to review and discuss all complaints regardless of the complaint classification.
3. Upon receipt of the complaint, the President shall call a Board meeting as soon as possible for the purpose of acting upon the complaint.

Due consideration must be given to the availability of the Board members, the complainant and the accused. The Board may meet with the complainant and the accused separately to investigate the problem. Either party may request the other be present, but the Board has the authority to grant or deny the request.

- a. If, after 30 days, the complainant has not been available for the above meeting, the complaint shall be dropped.
- b. If, after 30 days, the accused has not been available for the meeting, the Board shall act without the accused being present.
- c. If, after deliberation, the Board or either party to the dispute feels the complaint should be submitted to the membership for final settlement, this shall be done at the next regular business meeting.
4. In case a member of the Board is involved in the dispute, he/she shall be temporarily relieved of duty; the remaining Board members shall elect an MSR member to fill the vacancy.
5. If, after reviewing a complaint, a majority of the Board may decide not to pursue the matter further. If the complainant wishes to continue the matter, he/she may appeal to the membership, in writing, for a decision as to whether or not the ruling of the board shall be sustained. If a decision to levy a penalty is agreed upon, the provisions of "B" will be followed.

### B. Penalties:

1. Penalties, depending upon the degree of the offense determined by the Board, may be:
  - a. A letter of reprimand,
  - b. Suspension of any or all membership privileges for up to one year, or
  - c. Expulsion (termination of membership) recommended by the Board.
  - d. Upon deliberation, the Board may issue a penalty regarding the complaint. The penalty shall be noted in the member's file to remain as part of their permanent file. If the Board or either party to the dispute feels the complaint should be submitted to the membership for final settlement, this shall be done at the next regular business meeting. A 2/3 majority vote by the member's present is required to reverse the Board's decision.

### C. Expulsions:

1. If expulsion is recommended, ballots shall be mailed to all eligible members.
  - a. Expulsion requires approval of two-thirds of the votes received.
  - b. Expulsion is effective immediately upon approval.
  - c. If the expelled former member holds a lease, the provisions of A.15 apply.
  - d. Any funds paid MSR shall not be refunded.

### D. Re-admittance after expulsion:

1. Former members expelled under this A.9 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.
2. If an application for re-admittance is received, ballots shall be mailed to all eligible members.
3. Re-admittance requires approval of two-thirds of the votes received.
4. The expenses of the mail ballot shall be borne by the applicant.

### E. Legal Fees

1. Any legal fees incurred by RHHC Inc. dba Mountaindale Sun Resort for legal advice associated with litigation, complaints, expulsions, or any other issue/rule as outlined in these Bylaws/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 Visitor: a member of AANR, TNS, or INF.
2. Guest: a non-member of AANR, TNS, or INF who is well known to been invited by, is accompanied and supervised by, an MSR member or an Affiliated Visitor.
3. Functionary: a person on the grounds to perform duties related to his/her employment: construction workers, utility company employees, government representatives, etc.
4. Non-affiliated Visitor; is not a guest of an MSR member nor affiliated with any nudist organizations.
5. Prospective Members: Those who have requested an application or demonstrated interest to join.

### B. Access to Grounds:

1. Except as limited by the provisions of this A.10 C & D below, Affiliated Visitors, Non-affiliated Visitors, Guests, and Visitor Members may use MSR grounds.
2. Functionaries may access the grounds only as necessary to perform legitimate tasks.

### C. Ground Fees:

1. Except when ground fees are waived by Board or membership vote, Affiliated Visitors, Non-affiliated Visitors, Guests, Prospective Members, and Visitor Members shall pay ground fees for use of MSR grounds.
2. Guests who use the grounds solely to travel to/from their sponsor's leasehold need not pay ground fees.
3. For disabled or special needs members requiring the assistance of a caregiver, the grounds fees will be waived for the caregiver, providing they both arrive and leave the club grounds together.

- D. **Overnight Stays:** (except when overnight stays are specially permitted or prohibited by Board or membership vote.)



1. Affiliated Visitors or Guests may stay overnight. Visitors or guests must supply the Club Host their first name, last name, and information shown on the registration envelope, computer system, or supplied by a member if they are a guest to a lot lease.
2. Guests may stay overnight after registering but are limited to 21 days annually without board approval.
3. Functionaries may NOT stay overnight, except in emergency performance of their duties.
4. Non-affiliated Visitors may not stay overnight on club grounds for more than 3 consecutive nights or 21 days annually without board approval.

E. **MSR Rules:** Non-members must obey all MSR rules, including MSR Ground Rules.

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

## FINANCES

### ARTICLE XI INCOME AND DISBURSEMENTS

#### A. **Income:**

MSR financial accounts shall be kept in one or more financial institutions as determined by the Board and approved by the membership. Books and records shall be made available for inspection by any member. All income not dedicated to a specific fund shall be credited to the general fund.

#### B. **Disbursements:**

All disbursements over \$1,000.00, with the exception of obligatory or emergency expenses, shall be voted upon by the membership. Valid receipts shall be presented to the treasurer before any reimbursement will be made.

### ARTICLE XII MEMBER PAYMENT FOR SERVICE

#### A. **Labor:**

All labor by MSR members shall be donated unless a contract between MSR and a member is approved by two-thirds of the members voting at a regular business meeting.

1. After soliciting bids from members and non-members, MSR may enter into a contract with either a member or a non-member who is well qualified and who has entered a competitive bid.
2. Members performing the duties of a permanent custodian or Club Host shall be compensated for such service in accordance with their contract(s).

#### B. **Vendors:**

Permission to sell items on commission or for profit on MSR grounds must be obtained from the Board.

## PROPERTY

### ARTICLE XIII MSR REAL PROPERTY

#### A. **Sale of Property:**

MSR-owned real estate may be sold only upon approval by two-thirds vote of the entire membership by electronic or mailed ballot.

1. This provision shall not restrict the transfer of leaseholds or the sale of improvements to leaseholds.

#### 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.

#### C. Vehicle Parking:

Motor vehicles, motor homes, or trailers shall not be parked on MSR's undeveloped areas or group use areas for more than five days without Board approval.

#### D. Cutting Timber and Shrubs:

1. No tree shall be cut anywhere on MSR property without prior approval of the Board or of a committee appointed by the Board for that purpose. If such a committee does not exist, or cannot readily be contacted, prior approval of the Board is required. However, in an emergency, any member may cut hazardous trees to protect structures, or to allow access in and out of the grounds, leaseholds, or campsites.
2. Only the Board, or a committee appointed by the Board for that purpose, may designate specific individual trees or specific areas of trees to be cut for clearing or safety. If the timber committee deems a tree on a leaseholder's lot to be hazardous, the club shall equally share in the cost to have it removed. If two or more leaseholders agree to split the cost of tree removal the club shall pay a portion equal to that of the leaseholder's.
3. All commercial-grade timber on MSR property is owned by MSR, including commercial-grade timber located on Leaseholds.
4. Except in an emergency, any person cutting trees, even with Board or committee approval, shall be liable for damages caused to property as a result of such cutting.
5. Except in an emergency, neighbors must be consulted before cutting begins if cutting of trees and/or shrubs will affect neighbors' shade or view. However, approval of one or more neighbors is not a substitute for the above-required approval of the Board or the appropriate committee.
6. In the event that a leaseholder is advised by a professional arborist that a tree on his/her lot is unsafe and should be pruned, limbed or removed, and the Board does not give permission for the leaseholder to have the tree pruned, limbed or removed, the Board shall hold the leaseholder harmless for any subsequent damage caused by the tree.
7. The Timber Committee needs to be informed of any hazardous trees or problem trees before action is taken.

#### E. Computer Systems, Telephones, and Information Technology:

1. All computer systems, telephone systems, and information technology (such as the WIFI, router, printer, etc.) are property of Mountaindale Sun Resort.
2. All office technology is to be used only by the Club Host or other designated members.
3. Only those who have been trained by a club recognized user may use the club's computer systems and information technology.
4. No one will share a password to any MSR Information System except by agreement with the Board's appointed technology representatives.
5. Information obtained in the Mountaindale Sun Resort information system AKA "Campground Master" may only be used for the course of doing business and may not be sold, shared, or given to anyone without Board of Director written consent.
6. The official club website [www.mountaindalesun.com](http://www.mountaindalesun.com) is owned exclusively by Mountaindale Sun Resort and can only be used for information sharing and promoting the club. All

[www.mountaindalesun.com](http://www.mountaindalesun.com) information is intellectual property of Mountaindale Sun Resort and may not be copied or reused without written permission by the Board of Directors.

## ARTICLE XIV CONVERSION OF GROUNDS

### A. Classes of Grounds Use:

The grounds comprise of;

1. Leasable Lots: All lots designated Leasable as of December 31, 1988.
2. Group Use Areas: All developed or partially developed portions of the grounds which are not leasable lots as defined in item 1 above AND which are:
  - a. Currently occupied by MSR-owned facilities (e.g., pool, clubhouse, spa and sauna building, sports courts, water and sewer installations, and areas adjacent to any of these which are reasonably considered parts thereof), OR are
  - b. Currently used as trails, viewpoints, roads, parking areas, tenting areas, camper or trailer spaces, sunning areas, other established public areas, etc.
3. Undeveloped Areas: Any area not classified above as a Leasable lot or as a group use area.

### B. Conversion from One Grounds Classification to Another

1. The following conversions require approval of two-thirds of the votes received in a mail ballot sent to all eligible members:
  - a. Conversion of a leasable lot to a group uses area unless a new leasable lot is concurrently created.
  - b. Conversion of a leasable lot to an undeveloped area, unless a new leasable lot is concurrently created.
  - c. Conversion of any group use area, or any portion thereof, to undeveloped area, unless an equal amount of group use area is concurrently created.
  - d. Conversion of any group use area, or any portion thereof, to a leasable lot, unless an equal amount of group use area is concurrently created.
2. The following conversions require approval of 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 listed above may need to be paired or grouped to remain within County-imposed limits on MSR's total 'developed acreage' (total acreage minus undeveloped area) and on MSR's total number of leasable lots.
4. Newly created leasable lots shall be offered to members in good standing.

## ARTICLE XV LEASABLE LOTS

### A. 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.

### B. Lot Diagrams:

All leasable lots shall be diagrammed. The diagrams shall be available to members.

### C. Policy and Terminology

1. No portion of MSR grounds may be sold to become a privately-owned lot within MSR. All portions of the grounds, including all leased and leasable lots, remain the property of MSR.
2. Any use of language in MSR Bylaws, Procedure Manual, or other documents which may seem to convey ownership of any portion of the grounds is inadvertent. Such language does not in fact convey ownership.
3. A lease is an agreement between MSR and one or two MSR members who compose a Lease Unit as that term is defined herein.
4. 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.
5. 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.
6. The leasehold is the ground (a lot) which has been leased.
7. A leaseholder is the person(s) to whom the ground (a lot) has been leased.
8. A lease continues in force until MSR records the transfer of the lease to another leaseholder under the conditions specified herein.
9. A leaseholder holds a lease on a defined portion of MSR-owned ground (a lot) but does not own the ground leased. The ground is owned by MSR. Thus, a leaseholder may ask MSR to record transfer of the lease to a prospective new leaseholder but may not sell the leased ground (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, at any time, remove personal property items from the leasehold. A leaseholder may also remove such improvements as are practically removable. Other improvements (e.g., sewer lines, shrubs, trees, concrete pads, etc.) must remain on the lot.
12. All leaseholders are recommended to have insurance on their habitable structures and required to have functional smoke detectors and fire extinguishers in those structures.
13. 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.
14. 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.
15. 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.

- a. MSR shall collect a fee for recording transfer of a lease.
- b. 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.
- c. Until the transfer is recorded, the current leaseholder remains the leaseholder of record, and is responsible for all monies due MSR.
- d. The transfer fee must be paid prior to the new owner taking possession of the lot.

16. When a transfer is recorded, the new leaseholder becomes responsible for all leasehold-related monies owed MSR by the prior leaseholder.

#### D. The MSR Lease Unit:

1. A Lease Unit is one unmarried MSR member, two unmarried MSR members who have established a two-person Lease Unit or two MSR members who are married to each other.
2. Non-members of MSR are not in a Lease Unit.
3. 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.
4. An unmarried MSR member may withdraw from a two-person Lease Unit by notifying the Treasurer in writing.

#### E. The MSR Lease Policy:

1. MSR may grant a specific lease to one, but only to one, Lease Unit.
2. Only a Lease Unit may hold a whole or partial share of a lease.
3. A lease unit may lease second leasehold with board approval; any additional leasehold must be approved by a vote of the general membership.
4. A sole leaseholder may grant joint leaseholder status only to the other member of his/her two-person Lease Unit.
5. A non-member leaseholder must transfer his/her/their whole or partial share of an MSR lease to an eligible Lease Unit within two years of acquiring the share or within two years of termination of membership, whichever is later. If he/she/they fail to transfer this leasehold within those two years, or fail to pay the lot lease assessment payment, (per PM 2.09.00) MSR shall cancel the lease and shall, without compensation, assume ownership of all improvements that are then in, on, or above the lot.

#### 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 their long-term renters shall not permit anyone outside of their own lease unit to use any part of their leasehold for more than 21 days per calendar year without board approval.
2. MSR Members who sublet their property to another MSR member, or an affiliated nonmember must donate to MSR, 25% of the fees collected. MSR members to sublet their property to another MSR member on a monthly basis are exempt from the 25% sublet fee.

All vacation rentals subject to the Washington County tax must reimburse the club for 25% of the fees collected.

3. No member may sublet to a non-affiliated member, probationary member, or an associate member without Board and membership approval.
4. Any MSR Leaseholder may allow another MSR Leaseholder the use of their property as long as both parties continue paying their Leasehold assessments.
5. 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.

#### H. Limitations on Structures on Leaseholds:

1. On lots smaller than full size, the only structures permitted are small storage sheds, tent platforms, patios, and steps for campers, RVs, or trailers.
2. On full-size lots, subject to Board approval, a leaseholder may have a stick-built structure, if it was originally built before September 1998, or a mobile home, trailer, or RV.
3. The criteria for Board approval of structures shall include appearance, dimensions in relation to lot size and shape, and safety.
4. 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. Stick-built structures originally built before September 1998 may be rebuilt, expanded, or remodeled.
5. Stick-built structures, mobile homes, and trailers must be connected to power, water, and sewer.

#### I. Improvements to Leaseholds:

1. Proposed improvements to leaseholds require two thirds vote by the Board for approval prior to construction. The approval criteria are the same as for 'Structures above including submitting a building permit to Washington County if required, before making structural changes or other improvements.
2. Any construction (construction, wiring, plumbing, or other activity) requiring a Washington County permit must have such a permit.
3. If any construction requiring a permit is performed without one, the Board shall notify the leaseholder to stop construction until the proper permit has been obtained. If construction continues without a proper permit, the Board shall notify the appropriate civil authority.
4. Structure exteriors must be finished, and lots must be cleaned up within one year of the start of construction, reconstruction, or remodeling.
  - a. Leaseholds not in compliance may be considered abandoned and may be reclaimed by MSR upon approval of a majority of the votes received in a mail ballot sent to all eligible members.
5. The Board shall periodically inspect Leaseholds and structure exteriors for safety and appearance. Leaseholders shall upgrade as required by the Board.

#### J. Emergency Intervention for Leaseholds:

For 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.

## K. Abandoned Vehicles

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.

# PRIVACY

## ARTICLE XVI PROTECTION OF PRIVACY

### A. Use of Membership List

MSR's membership roster and membership mailing list shall not be revealed to any non-member except as required by law. MSR's financial and other business records shall not be revealed to any Non-member except as required by law or, as authorized by the Board, to accounting or legal personnel employed or retained by MSR. Members of MSR may inspect any of the above material but may not obtain copies except as permitted by law. Use of MSR's membership roster and/or membership mailing list for any charitable, commercial, political, or other solicitation is strictly prohibited. Use of either the roster or mailing list to campaign for MSR elective office is also prohibited.

### B. Voluntary Contact List

Members may offer their name, email addresses and/or phone numbers to a 'Voluntary Contact List' on a volunteer basis, to be used for member activities such as committee work, volunteering, etc. This list would be updated by the Membership Chair and Club Secretary.

## ARTICLE XVII PHOTOGRAPHY

1. Only members of MSR may use a camera on MSR grounds, except as provided in A17-2 and A17-3 below.
2. Upon majority approval of the Board in advance, a professional photographer may take photographs for a stated time and precisely stated reason. The photographer shall be identified to individuals on the grounds and shall be accompanied by a Board member or its appointed representative.
3. Nothing in these rules shall prevent duly authorized representatives of any local, county, state or federal government body from taking photographs on MSR grounds in conjunction with any proper governmental or regulatory function.
4. Whenever possible, prior notice shall be given to all members and to other individuals on the grounds. A Board member or its appointed representative shall accompany the government representative at all times, with the express purpose and authority to ask that the government representative leave the grounds immediately should unnecessary photographs of individuals be taken or attempted.
5. Except as permitted by A17-3 above, no member or non-member of MSR shall photograph any clothed or unclothed individual on MSR grounds without first obtaining the signed consent of the individual or a legal guardian of the individual on the Photography Agreement & Release form expressly required by these rules. If a subject is under age 18, the subject's legal guardian must properly execute the Photography Agreement & Release form and must be present while photographs are taken.
6. The Board may amplify these rules, as by posting "NO CAMERA" signs in appropriate areas, etc. However, the Board may not in any manner diminish these rules.

7. If any non-member of MSR violates any of these camera rules, he/she shall be immediately reported to a Board member. The film or other recording media shall be demanded, confiscated if practical, and the violator shall be asked to leave the grounds immediately. If any MSR member violates any of these camera rules, he/she may be reported to the Board by a written complaint signed by a member or non-member.
8. The Club Host shall keep Photography Agreements & Release forms on file. The Secretary shall be responsible to keep up to date signed forms on file. All photographers will be responsible for keeping their lists up to date.

## AMENDMENTS

### ARTICLE XVIII AMENDMENTS TO BYLAWS AND PROCEDURE MANUAL:

#### A. Amendments to Bylaws:

1. Proposed amendments from within the Bylaws Committee must be supported by a majority of its members. Proposals originating outside the Bylaws Committee must be signed by the proposing member and delivered in writing to the President or Secretary for referral to the Bylaws Committee. Proposals delivered after the closing of the May meeting shall not be considered that year.
2. The committee may modify proposed amendments to achieve clarity and consistency of language. The Committee shall notify the maker of any amendment the committee does not deem acceptable.
3. The Committee shall recommend approval or rejection of each proposed amendment.
4. Proposed amendments shall be posted on the MSR website, mailed or e-mailed to the last recorded address of each member, postmarked at least 14 calendar days before the July meeting.
5. Proposed amendments will be voted on at the July meeting, amendments require approval of two-thirds of those voting.
6. Amendments become effective immediately.

#### B. Amendments to Procedure Manual:

1. Proposed amendments from within the Bylaws Committee must be supported by a majority of its members. Proposals originating outside the Bylaws Committee must be signed by five MSR members.
2. All proposed amendments shall be presented to the Executive Board in writing. The amendments shall be read to the membership at a business meeting following the receipt of the amendments. Any recommendations made by the Board may be included. Following the meeting at which the proposed change is read to the members present, the proposed change shall be posted on the MSR website, at least 15 days before the next business meeting.
3. The proposed amendment shall be voted on at the first regular business meeting held after the date of the website posting.
4. Amendments require approval of two-thirds of those voting.
5. Amendments are effective immediately.



## ARTICLE XIX PARLIAMENTARY AUTHORITY

The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern MSR in all cases to which they are applicable, and in which they are not inconsistent with these bylaws and any special rules of order MSR may adopt.

Per Robert's Rules of Order, rules contained in the bylaws cannot be suspended – no matter how inconvenient the rule in question may be – unless the particular rule or article specifically provides for its own suspension. The Bylaw Committee may make necessary changes in the bylaws or the procedure manual to correct typing errors, with the board approval, as long as the changes do not affect the meaning of the same.

## SECTION II - MSR PROCEDURE MANUAL

### 1.00 DUTIES AND RESPONSIBILITIES

#### 1.01 EXECUTIVE BOARD MEMBERS

##### 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. Duties that the President assigns annually shall include:
  1. Check for needed permits such as building, sewer, electrical, water rights, etc.
  2. Oversee club grounds, showers, restrooms, and general appearance of the grounds.
  3. Assist in collecting ground fees.
  4. Maintain water and sewer systems, including preventive maintenance and repairs where needed.
  5. Winterize grounds and swimming pool.
  6. Operate and maintain hot tub and pool.
- i. Is an Ex-Officio member of all committees except the Nomination and Election Committee.

##### 1.01.02 Vice President:

- a. Shall assist the President in 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, Bylaws and Procedure Manual, general ledger, income statements, details of legal proceedings, etc.
- d. Encourages 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 bylaw 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 Nomination and Election committee.
- j. Shall distribute, unopened, correspondence addressed to individuals.
- k. Shall open and distribute all other correspondence as soon as possible.
- l. Shall assure that the MSR office has the most recent updated version of Robert's rules of order.
- m. 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 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 August 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 tax 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.

#### 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 (MTs) 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 unexcused absences from any combination of regularly scheduled Board meetings and regular business meetings in a calendar year may be removed from office per Bylaws, Complaints and Expulsions. No more than one unexcused absence shall be recorded for meetings missed in a single day.

#### 1.01.09 Club Host:

- a. The Club Host shall be appointed by the Executive Board and 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 Club Host nor their significant other shall pay event or ground fees.
- c. Duties of the Club Host shall include, but not be limited to the following: Duties of the Club Host shall include, but not be limited to the following:

In the event that both a Host and Maintenance employee are hired, the Board liaison will work with them to allocate duties appropriately.

1. Answer the telephone.
2. Admit guests.
3. Takes guests on a tour of the club or designate another member to do so.

4. Take reservations.
5. Receive, accept, and provide a receipt for ground fees and camping fees.
6. Pick up mail from the Post Office.
7. Pick up supplies as required by the club.
8. Maintain grounds, landscaping, lawns, etc.
9. Winterize facilities in the fall as necessary.
10. De-winterize facilities in the spring.
11. Maintain the swimming pool; clean, monitor chemical balance; place the cover, etc., to county and/or state standards from Memorial Day through October 1 or at the discretion of the Club Host.
12. Maintain the spa, including cleaning, monitoring chemical balance, to county and/or state standards year around or at the discretion of the Club Host.
13. Maintain clubhouse cleanliness.
14. Build fires for clubhouse meetings and events.
15. Monitor water and sewer systems.
16. Provide and perform emergency repairs.
17. Notify responsible persons for major repairs.
18. Arrange for repairs of equipment, etc.
19. Maintain all restrooms. (Clean, stock soap, toilet paper, towels, etc.)
20. Maintain and stock vending machines and game tables.
21. Provide security for the facility.
22. Monitor activities of persons on the grounds.
23. Perform miscellaneous daily chores as required.
24. Help organize and supervise work parties.
25. Keep the Executive Board and the President informed of any necessary concerns and events.
26. Provide training for an alternate when unable to be on the grounds for prolonged periods of time.
27. Any of the above listed duties may be delegated by the Club Host.

#### 1.01.010 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 database.
  2. Must submit electronic copy of database monthly for filing.
  3. Verifies, allocates, and posts details of business transactions to subsidiary accounts from documents, such as sales slips, invoices, receipts, check stubs, and computer printouts generated by Treasury.
  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 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 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:

- a. Three 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:

- 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 May 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 member/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 club house 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:

Plans, promotes and publicizes MSR events and festivals.

#### 1.03.06 Fire Prevention Committee:

- a. A committee consisting of one Executive Director and three 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:

- a. A committee composed of two Executive Board Directors and four 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. 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 Nomination and Election Committee:

- a. Shall be composed of three 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 nominee is willing to serve, if nominated.
- d. Shall conduct the nominations and elections under the provision of A.6.D.1, 2 & 3.

#### 1.03.11 Public Relations Committee:

PRC is responsible for advertising, publicity, and public relations.

#### 1.03.12 Roads, Water and Sewer Committee:

- a. A committee composed of three Executive Board Directors and members at large shall be formed each September.
- b. RC maintains roads to and within the improved areas.
- c. WC gathers information and takes quarterly samples to meet the water quality standards prescribed by the EPA, State and County.
- d. SC checks for any problems and maintains the system regularly to abide by State and County guidelines.

#### 1.03.15 Trails Committee:

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

#### 1.03.16 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.

#### 1.03.17 Non-Conforming Use Permit Committee:

This committee shall be formed when needed to comply with County regulations.

## MSR REGULATIONS

### 2.01.00 CLUB PROJECTS

**2.01.01** In accordance with A11B, 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 business meeting.

- a. Costs for a project started without prior approval must be borne by the person(s) responsible.

**2.01.02** 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 \$2,500.00. 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 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.

## 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 Mountaindale 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 RH 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 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 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 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 X, H.4 including, 1) submission of building plans for approval by the MSR Board of Directors prior to obtaining a building permit with Washington County Oregon; 2) 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 3) an estimated timeline of start to finish of the construction project; and 4) a copy of the completed project as approved by Washington County.

**2.06.04** Any lot lease holder 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 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 lease holder 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.

## **2.07.00 COST TO LEASEHOLDERS:**

**2.07.01** Lease Transfer Fee; the lease transfer fee is \$350.00.

**2.07.02** Taxes; Leaseholders shall pay MSR an annual tax in advance, for the lot only (the rate being \$20.00 per full-size lot.) Larger or smaller lots pay in proportion to the lot sizes. This fee will be due each year by Oct 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 Jan 31st.

**2.07.03** Service Charge; Leaseholders shall pay MSR \$53.34 per month (\$160.00 due quarterly on Jan 31<sup>st</sup>, April 30<sup>th</sup>, July 31<sup>st</sup>, and Oct 31<sup>st</sup>)

**2.07.04** Leaseholders who stay at MSR 15 days or more a month will pay a \$15.00 fee. Leaseholders will pay a fee of \$2.00 for each overnight guest. This fee will be deducted from any grounds fees paid for that day.

## **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 mail the Board's assessment recommendation and a meeting notice to the last recorded address of each member, 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 180 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 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 not current with payment of dues, fee, or assessments shall lose the right to vote, hold office, attend meetings, and use MSR facilities until all payments are current.

1. Membership-related dues and fees are: Application Fee: \$65 per applicant.
2. Regular Members: Annual Dues of \$275 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 member(s) past due are no longer “Members in good standing” and are not allowed to use the 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 wishes 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 fees.

#### **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 Board Member within 48 hours for any accident involving members/guests on the MSR grounds.

**2.10.02 *Incident Reporting:*** A signed written Incident report shall be completed and submitted to the Host and/or Board Member within 48 hours for any Incident involving members/guests 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 domestic pets.
- c. A one-time non-refundable fee of \$15 per pet. A service animal under the Americans with Disabilities Act (ADA), assistance animal 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.
- e. This policy applies to all members and guests effective immediately.

f. The club shall be held harmless.

## 2.12.00 VEHICLES

*2.12.01 Speed Limit:* The speed limit is 10 MPH. 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.

# MSR DOCUMENTS

## GROUNDS FEES AND CAMPING FEES

Please pay immediately upon entering the grounds.

<b>GROUNDS FEES (per person /per day)</b>	<b>\$15.00</b>
<b>GROUNDS FEES W/AANR DISCOUNT</b>	<b>\$12.00</b>
<b>PER PERSON / PER DAY</b>	
<b>GROUNDS FEES AANR/TNS/INF Discount</b>	
<b>(per person/per day)</b>	
<b>Overnight guest (No Grounds Usage)</b>	<b>\$ 2.00</b>

## CAMPING FEES

**RV and Camping Fees** (*All spaces include garbage fees*)

- Full RV Hook-Up Electric, Water, & Sewer.....\$20.00 per day
- Partial RV Hook-Up Electric & Water.....\$15.00 per day
- Tent Space (without hook-ups) .....\$12.00 per day

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## 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 smash ball and volleyball courts.

**BEHAVIOR** of members and guests must be mindful of the safety and comfort of others. Behavior and language shall be that of ladies and gentlemen. Loud entertainment should be confined to the interior of cabins or trailers. No loud noise after 10 PM or before 8:00 AM, excluding club sanctioned events. Please be courteous and use common sense.

**CAMERAS** or any photography activities must adhere to the rules as detailed in the Bylaws. In most circumstances, only 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. Check first. Use common sense. Keep flames low. Do not build fires under trees. Check with the club host first.

**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 10:00 PM, minors are prohibited in the club house 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** is not allowed in the pool enclosure, hot tub room, or sauna.

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

**GUESTS** must be accompanied by their 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 sponsors 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 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.



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

HAVING PAID the proper fee, the area 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** year from acquisition of the lease or the heirs may elect to transfer the lease of the property to an MSR member within **two** 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 a minor, the guardian will be bound by the above provision.

HEIRS who are not MSR members will be permitted to make semimonthly 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 PM. I/WE understand that changes may be made to the Bylaws and/or PM that effect this agreement and agree to abide by those changes.

An MSR MEMBER, whose membership has been terminated, shall be governed by ARTICLE XV.E.5

**FOR MOUNTAINDALE SUN RESORT**

\_\_\_\_\_  
(SIGNED) PRESIDENT LEASEE

\_\_\_\_\_  
(SIGNED) TREASURER LEASEE

\_\_\_\_\_  
(NOTE: This Lease agreement replaces any previous agreement issued by MSR)

**TRANSFER AGREEMENT**

I/WE HEREBY transfer the above lease to:

\_\_\_\_\_

Transfer Fee Paid: \$ \_\_\_\_\_

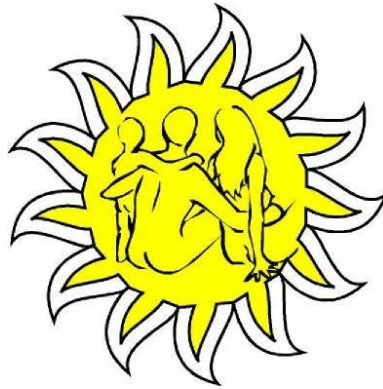
\_\_\_\_\_

Signed this \_\_\_\_ day of \_\_\_\_\_ (Day-month-year)



Section III- Lot Lease Guide

# Mountaindale Sun Resort Leaseholder Guide



**August 8, 2020**  
**Version 12.1**

*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 by-laws 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 place to keep you up to date on the need-to-know facts to be a successful lot lease holder.*

*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

Mountindale 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 help 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 structure.
- NEW: 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 lease holder 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 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 lease holder 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 or trailers must be connected to power, water, and sewer. This applies to any structure on a leasehold.

## General Rules

- No portion of MSR grounds may become a privately owned lot. All portions of the grounds, including all leased and leasable lots, remain the property of MSR.
- A lease is an agreement between MSR and one or two 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 unmarried MSR member, two unmarried MSR members who have established a two-person Lease Unit or two MSR members who are married to each other.
- Each MSR member shall be in no more than two Lease Units, except for in rare approved instances which require approval by the membership.
- 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.
- An unmarried MSR member may withdraw from a two-person Lease Unit by notifying the Treasurer in writing.
- 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.

### MSR Lease Policy

- MSR may grant a specific lease to one, but only to 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 leaseholder status only to the other member of the two-person Lease Unit.

### Second Home versus Primary Residence

As stated in our Bylaws, ARTICLE XIV, 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*

*F. Limitation 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 of 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 greater for an entire month, you may document the 30 consecutive day stay in one entry.

To comply to the Nonconforming Use Permit (NCUP) all leaseholders must sign in and out of the club grounds. This is stated in the Procedure Manual on Section

#### 2.07.00 LEASEHOLDER(S) REQUIREMENTS;

**2.07.01** Leaseholders 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.

**2.07.02** As a lot lease is purchased or transferred; the lot purchasers must provide evidence that they have a permanent residence off the hill.

This is a key part of the compliance is maintaining proof there are no permanent residents on the club grounds. Another key part is maintaining an accurate physical address outside of Mountaindale 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 Club Host.

### The Purchase Process

Who Does What in Selling and Purchasing a Lot Lease?

<b>Seller</b>	<ul style="list-style-type: none"> <li>• Holds the current lot lease and manages the signatures of the lot lease in the sale.</li> <li>• May advertise the sell on <a href="http://www.mountaindalesun.com">www.mountaindalesun.com</a></li> <li>• Determines the price and manages the bill of sale.</li> <li>• Communicates with the MSR Board of the sale for approval.</li> <li>• Determines if the seller or buyer pays the lot transfer fee.</li> </ul>
<b>Buyer</b>	<ul style="list-style-type: none"> <li>• Purchases the lot lease and signs the appropriate Lot Leases.</li> <li>• Pays the lot transfer fee unless this is to be paid by the seller.</li> <li>• Receives a new Lot Lease that recognizes their ownership</li> </ul>
<b>MSR Club Treasurer</b>	<ul style="list-style-type: none"> <li>• Receives notification of the sale.</li> <li>• Places the notification of the sale on the Board Agenda</li> <li>• Creates the new Lot Lease for the buyer. Along with the Club President, signs the Lot Lease.</li> <li>• Notifies the Club Bookkeeper of the new Lot Lease Holder for billing.</li> </ul>
<b>MSR Board of Directors</b>	<ul style="list-style-type: none"> <li>• Manages all Lot Leases and approves/disapproves the transfer.</li> <li>• May approve/disapprove a rent to purchase agreement between a member and probationary member.</li> </ul>

Upon finding a seller, whether it is another MSR member or the Club itself, the process is pretty straight forward. 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:** Lease holders are responsible for their own garbage. It is important to know that there is no garbage pickup for each lot and each leaseholder must provide a covered can. The lease holder 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 resource 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 of \$20.00 per full-size lot. Leaseholders of larger or smaller lots pay in proportion to the lot's size. The \$20.00 annual 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 Jan. 31st.
- Service Charge: Leaseholders shall pay MSR \$160.00 per quarter (due quarterly on January 31, April 30, July 31, and October 31) for water, sewer, and other services.
- Leaseholders, who stay at MSR 15 or more days a month, shall pay an additional \$15.00 per month to offset the cost of general use; water, sewer and road maintenance, and other privileges they 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 lease holder.
- 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.
- There may be annual additional assessments voted by the membership. This information is made readily available to the lot lease holder.

### 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.

### 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 8:00 AM or after 10:00 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 2 pets on the premise 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 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.

Effective 2016, there are specific rules about pets on MSR Grounds. This is outlined on page 30 of the Bylaws and Procedure Manual under Section **2.12.01**.

### 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 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.

To maintain your status as a "good neighbor" please obey the Procedure Manual Rules (2.13.01) 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 ROAD & 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 Dept.**

### Winterizing Your Cabin

Mountindale Sun Resort is at the foothills of the Oregon Coastal Range. This provides our beautiful scenery but also brings all four seasons of weather. Just as you protect your primary residence against frozen pipes, down 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 don't work without power. This can quickly cause our water reservoir to dry. 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 red reflector. Must be seen from the roadside with snow on the ground.

**ELECTRICITY:** It is safe to assume the 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 16, ARTICLE XIII MSR REAL PROPERTY, 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 use septic system 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 within case of an 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 Guests

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 \$2.00 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 10:00 PM, minors are prohibited in the club house 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 guardians' lot or told to leave the premises by the host.

### Marijuana and Your Lot

Marijuana possession is legal in the State of Oregon. You may be in possession of marijuana in your lease hold as the law permits. You may not grow marijuana plants in or on your lease hold 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 a probationary member, they will have been a probationary member in good standing for 3 months and must have attended three meeting 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 areas that need to be understood by the leaseholder and the renter about a rent then purchase agreement with a probationary member at MSR.

**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 AANR-affiliated club.

### Obtain Approval from the Board of Directors

(See the Bylaws, G. 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 21 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 months membership, and attending three meetings, a probationary member may receive eligibility to enter into a rent to buy agreement.
- The probationary member and lease holder negotiate a price and determines who will pay the MSR Lot Lease fee. NOTE: The Lot Lease Holder is ultimately accountable for the payment of the Lot Lease fee.
- MSR members to sublet their property to another MSR member on a monthly basis are exempt from the 25% sublet fee.
- The Lot Lease Holder and the Probationary member determine who holds the PGE account for the lot.
- In the unlikely event probationary member does not pass probation, and is expelled from the club, the lot lease holder 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 Lease holder, 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 on 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 to do so 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, what "rules" you will have about 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 21 days 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, computer system.
3. All vacation rentals subject to the Washington County tax must reimburse the club for 25% of the fees collected. MSR members to 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 an associate member without Board and membership approval. Note: Non-affiliated visitors may not stay overnight on club grounds for more than **3 consecutive nights or 21 days** 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 XVI, Leasable Lots is critical information for the leaseholder. You should have a copy of the complete [By-laws and Procedure Manual](#). This is available on the club website.

Leaseholder Forms

**Restful Haven Health Club Inc.  
DBA Mountaindale Sun Resort**  
Lot Lease Summary

**PLEASE COMPLETE THE FOLLOWING AND RETURN TO THE MOUNTAINDALE SUN RESORT OFFICE.**

Lot #: \_\_\_\_\_ Lot Lease Holder: \_\_\_\_\_

**Lease Holder's Contact Information:** Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Current Address: \_\_\_\_\_

**Emergency Contact:**

Name: \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Can this person make decisions for you regarding your Lot Lease if you are unavailable or not able to do so?  Yes  No

**Lot Information:**

Extra Key in Case of Emergency:  With MSR Club Host  Other \_\_\_\_\_

Location of Water Shut Off Valve: \_\_\_\_\_

Other critical information about your lot: \_\_\_\_\_

**Lot Lease/Estate Information:**

Is this Lot Lease listed in an estate: No  Yes  If Yes, Executor to be contacted:

Name \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Signed:**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Map of Lease Lots  
**Mountindale Sun Resort**  
**Lot Designation**

