



BARE MOUNTAIN RETREAT POLICIES

**Home of Bare Mountain Retreat,
Inc.**

Reissued 4/15/24

BARE MOUNTAIN RETREAT POLICIES

(as amended 1/20/2024)

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SECTION 1: PRINCIPLES AND STANDARDS

Bare Mountain Retreat, Inc. is a social nudist membership organization, incorporated in the State of Idaho as a non-profit social organization pursuant to Section 501 (c) (7) of the Internal Revenue Code. Bare Mountain Retreat, Inc. adopts the principles and standards of the American Association for Nude Recreation and its Bylaws, as may be amended. Bare Mountain Retreat, Inc., categorically rejects any attempt to associate the good name and reputation of family social nudism with sexual exploitation of the human body.

Our corporate grounds shall be known as Bare Mountain Retreat and is entrusted to the members as a semi-developed rustic and natural area for our enjoyment and pursuit of social nudism. As a member-owned cooperative organization, **ALL** Bare Mountain Retreat members are expected to maintain, develop, promote or otherwise assist in the operation of the corporation.

SECTION 2A: SITE PLAN

The Site Plan (Attachment 8) is intended to, with membership approval, describe the conditions for change of current use and the future development of Bare Mountain. The site plan does not include time tables, method of build, or funding options (See Master Plan). Items not in the site plan are left to the decision of the Board, Land Committee, or General Membership, as provided for in other parts of the procedure manual or by-laws. The Board or Land Committee may not unilaterally make changes to the site plan without approval of the General membership.

Changes, additions or deletions to the site plan are to be made through the normal legislative change process.

SECTION 2B: MASTER PLAN

A Corporate Master Plan, that includes short term goals (1 year or less) and long term goals (greater than 1 year) affecting membership, public relations, activities, legislation, and land use and development shall be used to guide all corporate decisions.

The Master Plan shall be built on and/or revised each year by the current Board of Directors along with the newly elected Board of Directors during the last quarter of the calendar year. The Board of Directors shall also seek assistance from current year committee chairpersons to formulate and/or refine future year Master Plans. The updated Master Plan must also conform to the membership-approved Site Plan.

The yearly revised Master Plan shall be presented to the General Membership not later than the April General Membership meeting. Committee chairs will be required to adhere to the Master Plan during the year(s) of their responsibility. Emergencies that require deviation from the Master Plan must be approved by the Board of Directors.

SECTION 2C: CAPITAL IMPROVEMENT PROJECTS

No Capital Improvement Projects of over \$1,500 shall be made on the grounds or to club buildings, except reserved sites, without the express authority of the General Membership before said projects are started

SECTION 3: MEMBERSHIP

Bare Mountain Retreat membership is open to all persons 18 years or older who are of good character, without regard to race, religion, creed, sex or handicap, and who are interested in social nudism. (Both people of a married couple are required to join - see below). Bare Mountain Retreat membership is **not allowed** for any person who has been accused of, or convicted by any law enforcement agency for immoral behavior issues, unless approved by a quorum of the General Members.

Any person under 18 must be accompanied by a parent/guardian, or other adult with written permission of the parent/guardian and no fees shall be charged.

Membership Requirements

As a member-owned cooperative organization, **ALL** Bare Mountain Retreat members are expected to maintain, develop, promote or otherwise assist in the operation of the corporation. All members are expected to volunteer for common ground maintenance, projects, activities, or other business of the club. Contact the Board of Directors or any of the Committee Chairs for volunteer opportunities.

A person's membership shall include their unmarried children or other dependents, which have not attained majority or are mentally or physically disabled dependents regardless of age.

All regular, student, and honorary members shall also maintain consecutive membership in our affiliated regional (AANR-NW) and national (AANR) nudist organizations.

All membership dues and fees must be paid before any regular or honorary member may lease a lot.

One individual of a married couple shall not be permitted to apply for, or renew a membership in the Bare Mountain Retreat, unless one or more of the following conditions exist and are verified to the satisfaction of the Board of Directors:

- a. The non-applying spouse is unable to join because of a physical or mental disability or illness;
- b. The parties are legally separated;
- c. The parties have been physically separated for one year or the whereabouts of the non-applying spouse is unknown.
- d. The non-applying spouse has chosen to opt-out of membership for personal reasons, by completing a Waiver of Membership in Bare Mountain Retreat form, and providing valid picture identification. Current members wishing to opt-out must also provide the signed Waiver of Membership.

Membership Types

I. Regular Membership – single, couple or dual

Regular membership, upon payment of annual dues and the one-time assessment fee, entitles the member to vote and if so desired, lease a site on the Corporate Grounds, if available. Upon completion of a full year of membership, regular members can also be nominated to hold office (except: only one individual of the couple/dual membership may hold an elected office at the same time).

A couple/dual membership, upon payment of annual dues and the one-time assessment fee for each person, entitles a husband and wife, an unmarried couple, or two consenting adults (2 men/2 women) to: 1) receive a \$7.50 AANR discount when signed up at the same time and using one mailing address; 2) to vote individually; 3) lease only one site on the Corporate Grounds; and 4) only one individual of the couple/dual members may hold an elected office at the same time.

Visitor fees are not required for regular members. Overnight camping fees are required or exempted for each member as detailed in Section 7: Corporate Fees, Overnight Fee.

II. Student Membership

Student membership can be approved by the Board of Directors for adult students (18-25 years of age) who take twelve (12) or more credits at an institution of higher learning. Student members shall pay one-half of the Regular membership dues (limited to 4 years) and the full overnight fee as applicable. The one-time assessment fee will be deferred until the student changes to a Regular membership. Student membership grants no right to vote, to hold office, to lease a site on the Corporate Grounds, or to be listed on a regular members lot lease.

III. Honorary Membership

Honorary membership in the Bare Mountain Retreat may be approved in one of the two following ways.

1. Qualification for AANR honorary membership also qualifies the Bare Mountain Retreat member for honorary membership in the Bare Mountain Retreat after the member has maintained a continuous primary club membership with the Bare Mountain Retreat for five (5) or more years and is currently a member in good standing.
2. A Bare Mountain Retreat member can qualify for honorary membership at the minimum age of 62 if the member has maintained primary club membership in good standing for twenty (20) continuous years with the Bare Mountain Retreat and has retained continuous membership with AANR since 1975.

The Board of Directors shall make the honorary membership decision by majority vote.

Only Bare Mountain Retreat club dues shall be waived; all other dues or fees that may be required shall be paid by the member.

Honorary members shall have the same membership privileges as regular members.

Application Procedure for a Prospective Member

The Membership Chairperson/designated committee member shall assist any adult who has expressed a desire to become a member of the Bare Mountain Retreat with the following Prospective Member application procedure:

- The Membership Chairperson/designated committee member shall meet with the prospective member to conduct an interview for Bare Mountain Retreat membership. If the prospective member indicates continuing interest and the Membership Chairperson/designated committee member is agreeable, a Bare Mountain Retreat membership application and national background check form (see Attachment 6) shall be completed by the prospective member.
- The national background check and accompanying fees shall be submitted to the appropriate authorities, and returned to the Membership Chairperson for review. If the background check is clear, the background check shall be returned to the prospective member. Any issues of concern that the Membership Chairperson may have shall be brought before the Board of Directors for determination.

The national background check is good for only one (1) year. If a prospective member does not join in the one year period, another background check may be required. Previous members, who wish to rejoin, must also complete a new background check before consideration for membership. (See Membership Renewal/Reinstatement.)

- The adult is entitled to two (2) free visits to the Bare Mountain Retreat or Bare Mountain Retreat-sponsored activities within a six (6) month period at which the Prospective member disrobes at least once. These visits shall not include the Board of Directors' meetings, committee meetings or visits in members' homes.
One visit means a 24-hour period or less and at least 3 or more Bare Mountain Retreat members must be present. The length of visit for a corporate-sponsored activity can be specified by the Board of Directors.
- It is the responsibility of any Bare Mountain Retreat member who has comments concerning a Prospective member to inform (either verbally or in writing) the Membership Chairperson or Board of Directors as soon as possible.
- Upon completion of the visits, the Prospective member who wants to join Bare Mountain Retreat shall contact the Membership Chairperson to finalize the membership application. The first year's dues and the one-time Assessment Fee shall be collected by the Membership Chairperson. Partial payment of the Assessment Fee can be arranged with the Treasurer. Full payment of the balance must be made within three (3) months.
- The Membership Chairperson shall present membership applications and accompanying fees to the Board of Directors at its next regularly scheduled meeting. Temporary approval of membership can occur by obtaining verbal approval from a majority of the Board prior to the next regularly scheduled meeting. The Board of Directors shall determine final approval or disapproval of membership and shall record the action in the official Board minutes.

- If the Prospective member's application is disapproved by the Board, all monies collected will be returned, along with a letter issued by the Board. If the Prospective member wants to appeal the Board's disapproval for membership, the person will contact the Membership Chairperson and arrangements will be made with the Board for an Executive Session. The result of the appeal shall be noted in the minutes of the Executive Session and added to the agenda of the next Board meeting where the final results shall be disclosed.
- All new members shall be given access to the Bare Mountain Retreat 'Members Only' website section. New members shall acknowledge in writing that they have read the latest edition of the Bare Mountain Retreat Bylaws and Bare Mountain Retreat Policies.

Membership Renewal/Reinstatement

Any member whose dues are not paid before May 1 of each year shall no longer be a member. Membership can be renewed within the following 12 months, by payment of the full year's membership dues plus a late fee of \$10.00 per member. Renewing members are not required to pay the Assessment Fee upon renewal.

Any member seeking reinstatement of membership after a 12 month or more lapse of membership shall contact the Membership Committee Chairperson and complete a membership application and apply for a new police background check. Upon receipt of a satisfactory background check, the Membership Committee Chairperson shall submit the application and accompanying membership dues to the Board of Directors for consideration of reinstatement. Reinstated members are not required to pay another Assessment Fee upon reinstatement.

If a member is terminated and later that individual asks to become a member again, the General Membership must vote approval of reinstatement by a majority affirmative vote of those members present at a General Membership meeting.

SECTION 4: ASSESSMENT FEE

A one-time Assessment Fee of \$100.00 shall be collected from each member of Bare Mountain Retreat (except Students) at the time the original membership is approved by the Board of Directors. The Assessment Fee shall be held in a separate fund and upon approval of a Capital Improvement Project (see Section 2C), the Board of Directors may expend, as needed, any portion of this fund on the approved project. Partial payment of the Assessment Fee can be arranged with the Treasurer. Full payment of the balance must be made within three (3) months.

A lot can not be leased until all membership dues and assessment fees are paid in full.

There shall be no refund of the Assessment Fee if membership is not renewed, cancelled, or terminated.

Reinstated members are not required to pay another Assessment Fee upon reinstatement.

SECTION 5: MEMBERSHIP DUES

Membership Dues may be changed from time to time pursuant to the procedure set forth in this Section. Current Membership Dues shall be published in the Schedule of Dues and Fees. The Board of Directors shall implement the Current Membership Dues until changed by the membership. Membership dues include dependents as outlined in the Membership Requirements subsection of Section 3 of these Policies.

All Bare Mountain Retreat members are required to maintain membership in the American Association for Nude Recreation and American Association for Nude Recreation-Northwest Region and pay dues as levied by those entities.

Bare Mountain Retreat Membership Dues are for a 12 month period and must be paid prior to May 1 of each year. The Board of Directors may waive or modify this requirement under hardship conditions. Any member whose dues are not paid prior to May 1 of each year shall no longer be a member.

Anyone becoming a member after May shall have their club dues prorated for their first year. Club dues shall be reduced by 1/12th of the full amount for each month after May.

The Treasurer shall collect the following annual Bare Mountain Retreat Dues, AANR and AANR-NW dues, lot lease payment, and other fees as appropriate.

1. Regular membership.
2. Student membership (limited to 4 years). Proof of class registration or student identification shall be submitted with the dues payment. Student membership dues shall not be prorated for a partial year. The Assessment Fee shall be deferred until the Student member applies for Regular membership. A Student member may change his/her status to Regular membership at any time during the current membership year by paying Regular membership dues less Student dues already paid plus the Assessment Fee. All other dues that may be required -AANR or AANR-NW dues, or overnight fees shall be paid by the Student member.

The Board shall determine by majority vote any questions about Student membership qualification.

3. Honorary membership exempts the member from Bare Mountain Retreat membership dues. All other dues or fees that may be required shall be paid by the member. Honorary members shall have the same membership privileges as Regular members.

Consideration to change the membership dues can be made by any Bare Mountain Retreat member by submitting in writing proposed changes to the Board of Directors prior to or at the October General Meeting. Voting by the general membership shall take place at the next general meeting in accordance with the guidelines set forth in section 9 of these policies.

SECTION 6: BARE MOUNTAIN RETREAT

Bare Mountain Retreat shall be protected by locked gates.

The members in good standing shall be given the member combination to said locks each year on or about May 1. The member combination may be changed, if necessary, at the discretion of the Board and notification of all the members. The members should not give the member combination to any other person.

A guest combination may be given to guests at the discretion of any member of the Board or Land Chairperson. This guest combination may be changed by the Land Chairperson upon notification of the Board of Directors whenever deemed necessary.

The service combination may be given to service personnel that require regular visits upon approval by the Board of Directors.

Admission to Bare Mountain Retreat

Members

- All members are asked to proceed to the Clubhouse to complete the sign-in sheet as soon as possible. The sign-in assists other members to be aware of who is at the Bare Mountain Retreat in case of emergency or other inquiries.

Others

- When a horn is sounded by someone seeking admission, it shall be answered by any member in good standing.
- Proper identification shall be verified by the member allowing entry. Names of persons matching any name on the "Do Not Admit" list on the gate shall not be admitted.
- Prospective members and visitors should be accompanied to the Clubhouse to complete the sign-in sheet and pay fees as applicable.
- If the visitor(s) wants to stay to use the facilities, the visitor(s) must **qualify** for admission by being a

Bare Mountain Retreat guest, nudist organization member, approved by the Membership Chairperson, etc., and visitor fees shall be charged.

- A courtesy tour (no fees collected) may be allowed if a member or a Board Director is available to conduct the tour. The visitor(s) should sign in at the Clubhouse, be shown the facilities and grounds, given information if so desired, and then escorted to their vehicle and off Bare Mountain Retreat. If the visitor(s) wants to stay to use the facilities, the visitor(s) must **qualify** for admission by being a Bare Mountain Retreat guest, nudist organization member, etc., and visitor fees shall be charged. Courtesy tour visitors should not be at Bare Mountain Retreat for longer than 2 hours, unless otherwise allowed by the Board of Directors.

Admission to Bare Mountain Retreat shall be limited to:

- Members in good standing. Caretakers or employees may accompany members onto the grounds providing they are eighteen (18) years of age or older, or if under eighteen (18) years of age have written consent of their parents or legal guardian.
- Prospective members during their free visits.
- Guests of Bare Mountain Retreat members. Members may bring guests to functions and the corporate grounds an unlimited number of times providing that all appropriate fees are paid. Guest behavior is the responsibility of the sponsoring member. If inappropriate behavior occurs, the member shall take appropriate action to protect the club grounds and the other members. Failure to monitor guest behavior may be cause for disciplinary action by the Board.
- Members of national nudist organizations may be admitted to the grounds upon presentation of their current membership card. Such persons shall abide by all rules and regulations governing the members of this organization, and shall pay visitor and other applicable fees as described herein.
- Persons holding AANR introductory membership cards or 'Friends of AANR card.' These visitors will pay AANR visitor fees for each visit. The introductory card must be signed by a member in good standing at the time of admittance. If a Board member or the Membership Committee Chairperson is available, the visitor should be introduced to them. The visitor should be shown the corporate facilities, visitor fees collected, and the Bare Mountain Guidelines reviewed.
- Persons under 18 years of age may be admitted when accompanying their parents or guardians; or when accompanying an adult who has written permission for their attendance from the parent/guardian. Parents/guardians shall watch and care for their children at all times. Unmanageable children can be cause for the parents/guardians to be expelled.
- Other Service Personnel (exempted from the Visitor Fees):
 - a. Medical personnel may be admitted to the grounds at any time in order to treat anyone in need of medical attention.
 - b. Fire/police or civil officers may be admitted to the grounds in the course of their duty.
 - c. Trade and delivery personnel who are engaged in the delivery of supplies or materials.
 - d. Service personnel for utilities and appliances.
 - e. Representatives of the press or any other publicity personnel when previously approved by the Board of Directors.
 - f. Any others as previously approved by the Board of Directors.

SECTION 7: CORPORATE FEES

All fees shall be turned over to the Treasurer for record keeping purposes. Considerations to change to the corporate fees can be suggested by any Bare Mountain Retreat member by submitting proposed changes in writing to the

Board of Directors prior to or at the October General Meeting. Voting by the general membership on the Schedule of Dues and Fees shall take place at the next general meeting in accordance with Section 9 of these policies. The Board of Directors shall implement the member-approved fees in the upcoming year.

Persons Under 18

Persons under 18 years of age shall pay no fees. Persons under 18 must be accompanied by their parent(s) or

Visitor Fees

Bare Mountain Retreat members, Prospective Members during their free visits, Persons Under 18, and Other Service Personnel are **exempt** from Visitor fees.

All other persons who are admitted to the corporate grounds shall be charged a Visitor Fee. The Board of Directors may vote to waive or temporarily modify the Visitor fee as needed.

The Visitor Fee shall be charged for each 9AM to 9 PM period that a person is visiting at Bare Mountain Retreat.

Visitor fees shall be:

1. For any adult who is a non-AANR/TNS/INF visitor.
2. For any AANR/TNS/INF member visitor.
3. For guest(s) of a Bare Mountain Retreat member.

A “visitor” to the Corporate Grounds may or may not need to pay a Visitor fee depending on the following conditions:

1. A person that has been asked by a Bare Mountain Retreat member to assist, pick-up, or other short-term need to see the member **shall not pay** a Visitor fee. Usually the person will go to where the member is and then leave the Corporate Grounds shortly thereafter. The amount of time on the Corporate Grounds can vary, but an overnight stay or extended/multiple visits would require the payment of Visitor and/or Overnight fees.
2. A person that has been invited to “visit” the Corporate Grounds connected with a Board-approved activity (Open House, etc.) where the Visitor fee has been waived by the Board of Directors **shall not pay** a Visitor fee. (See Courtesy Tour Visitor(s) in Section 6: Corporate Grounds, Admission to the Corporate Grounds, Others.)
3. A person that participates in any activity or uses any of the club facilities (pool/hot tub, etc.) or spends a majority of the time in the Common Grounds **shall pay** a Visitor fee.

Overnight Fee

Any member, who stays overnight on the corporate grounds and is over 18 years of age and is not listed as a co-lessee on a Lot Lease agreement, shall pay an overnight fee for each night, unless the member is an overnight guest of an individual’s lease (see Lot Lease Agreement #4). The lessee or member will complete a payment envelope listing the name of the lessee and the member – no overnight fee is paid.

All other overnight visitors must pay the overnight fee, except that the cabin rental fee includes any overnight fee that is due. The cabin rental fee is for a maximum of 2 adults. See attachment 5, Cabin Rental Policy for further details.

Payment of an Overnight Fee includes usage of electricity when available.

Activities Held Off the Corporate Grounds

Only Members may attend activities held off the corporate grounds (member homes, etc.).

SECTION 8: USE OF BARE MOUNTAIN RETREAT AND FACILITIES

Bare Mountain Retreat is entrusted to the members as a semi-developed rustic and natural area for our enjoyment and pursuit of social nudism. As a member-owned cooperative organization, **ALL** members are expected to maintain, develop, promote, or otherwise assist in the operation of the Bare Mountain Retreat, Inc.

Bare Mountain Retreat provides garbage removal services for all club members, visitors and club functions. Members can also assist in removing Common Ground wastes whenever larger than normal waste is generated and prior to, or after garbage services are begun/suspended for the year.

Year-round physical occupancy of Bare Mountain Retreat **is not permitted**, although members may visit the grounds whenever they desire.

All Common Grounds electricity and water shall be turned off and club buildings locked during the winter months (approximately November to March).

Articles given to the club shall become club property. Articles loaned to the club shall be so designated and can be removed by the owner at any time.

The Land Committee Chairperson shall be the point of contact for various uses of Bare Mountain Retreat and Facilities.

Bare Mountain Retreat has three (3) categories of use.

Special Use Areas

Special Use Areas are those designated as such by the Board of Directors and approved by the general membership and have specific uses not covered by one of the following two (2) categories.

Common Grounds

Common Grounds are for the use of all members and visitors. These include developed areas with buildings, pools, and other shared facilities; and undeveloped areas with trails, and other natural attractions. All members are expected to volunteer for common ground maintenance, projects, activities, etc. Contact the Board of Directors or any of the Committee Chairpersons for volunteer opportunities.

Undeveloped areas are to be undisturbed whenever possible and any change must be approved by the Board of Directors prior to any action.

The Board of Directors can establish additional limitations for use of Common Ground facilities whenever necessary. These will be posted in appropriate locations and/or communicated to members in the Newsletter.

The placing of private facilities such as tents, recreational vehicles, or other larger personal items on the Common Grounds is not permitted.

Overnight sleeping on the Common Grounds is not permitted unless pre-approved by a Board of Director.

Kitchens and other shared facilities within the Common Grounds are intended primarily for club functions. Limited usage by members and visitors is permitted so long as the usage does not interfere with scheduled club activities and events. Any usage implies that the area will be cleaned up and returned to its original state.

A refrigerator is designated for use by members for temporary food storage subject to the needs of the club and space available. Members are responsible for labeling their foods and removing items on a regular basis.

Persons using club electricity for private use shall pay a fee per day/week/month as determined by the Treasurer and approved by the Board of Directors. Members who have not requested permission will be disconnected. All members are encouraged to conserve club electricity whenever possible.

Developed Sites

Areas of the corporate grounds have been developed for recreational occupation of members and visitors and are divided into Unreserved and Leased Sites.

All overnight occupancy by members or visitors must be within one of the developed sites, unless otherwise permitted by the Land Committee.

Most developed sites have water (not drinkable) and electrical hookups with pit toilets nearby (refer to a map of the corporate grounds). Electrical power on some unreserved sites is turned on for the club use as deemed appropriate by the Land Committee. Anyone using this electricity must have paid the overnight fee or secured permission of a Land Committee or Board member.

Each developed site shall accommodate only one recreational vehicle except an additional recreation vehicle may be used as a means of transportation.

The Land Committee Chairperson is in charge of the usage of the developed sites (leasing and other land use activities). The Board of Directors in conjunction with the general membership has final decision authority in all land use.

Unreserved Sites

Developed sites that are not leased may be used by all members and visitors whenever that site is not occupied by an overnight fee-paying occupant.

Overnight occupancy is on a first come basis and payment of the Overnight Fee. Upon payment of the fee, tents or recreational vehicles may be placed in an unreserved site. The occupant is granted exclusive use of that area and members and visitors will refrain from using the site until no longer occupied.

An unreserved site can not be held for overnight use until the Overnight Fee is paid and/or when not physically occupied.

No private structure may be constructed on an unreserved site.

Leased Sites

General Lease Requirements

Bare Mountain Retreat, Inc. does not guarantee that any leased sites shall be available in any year. Regular or Honorary Bare Mountain Retreat members in good standing can, if they choose to and a site is available, lease a developed site for their private use, if all other fees and dues are currently paid. No member shall be permitted to have more than one leased site.

Leased sites CAN NOT be leased by members from other AANR-affiliated clubs. The Board of Directors can modify this restriction with a majority vote.

Members that lease a site are expected to perform proper stewardship of our Bare Mountain Retreat. Active participation in projects, activities, maintenance, and overall well being of our club is a privilege that our lessee(s) assume when they lease a lot. The Board and Committee Chairs, with due cause as reiterated in Attachment 12, Statement of Membership, and other lot requirements for safe, sound, and sanitary maintenance, can by majority vote notify a lessee(s) that their lot lease will not be renewed for the following year. The lessee(s) will be notified in writing at least 6 months in advance and the lessee(s) can appeal in writing to the members at the next General Membership meeting. A majority vote of the members, who vote, will be required to uphold or reject the Board's determination.

The lease for a site can be shared by no more than two members (married couple or two singles). If there is more than one person entering into this lease, lessees will be treated as co-lessees with equal rights and responsibilities except for the following:

- If an individual lessee marries and the spouse becomes a member in good standing, the spouse will be added to the lease as co-lessee with equal rights and responsibilities, or

- An individual lessee may submit a written request to the Board of Directors for their approval to add another person as a co-lessee when the new co-lessee has been a member in good standing for at least one year and has been on the Lot Reserve List for at least one year. If the primary individual lessee leaves the club for any reason during the first three years after the second co-lessee is added to the lease, the second co-lessee has no right to the lot and the lot would go through the lot list process. After the three year period, the second co-lessee has equal rights and responsibilities similar to other co-lessees.

Co-lessees will be listed together as one entry on the Lot Reserve List. (When a second co-lessee is added to an individual lessee's lease, the two individuals will be listed together in the last position on the Lot Reserve List, or can request refund(s) to be removed from the list.)

Members may pay \$25 to be placed on a Lot Reserve List and should submit to the Land Chairman which lots they want to be notified about if they become available for lease. Within 1 week, members listed on the Lot Reserve List must begin to be notified by the Land Committee Chairperson whenever a previously leased lot is no longer being leased and asked if they want to change their current lease, or initiate a lease if they do not currently hold a leased site, for the vacated lot. The order of the list determines who will be contacted first. If the lot(s) being offered is one that a member has previously indicated they do not want, the Land Chair can skip to the next person on the Lot Reserve List. The reservation fee may be applied to the first annual lease payment if the member so chooses, or the member can choose to stay on the Lot Reserve List for future openings. When a member on the Lot Reserve List decides to lease a site or move to a different site, their seniority is moved to the bottom of the list if they decide to stay on the Lot Reserve List.

To lease a developed site, the Land Committee Chairperson must be contacted. The Land Committee Chairperson shall contact any members on the Lot Lease Reserve List to verify that they do not want the developed site in question. A Lot Lease must be completed and signed by the new Lot Holder and the Land Committee and the annual lot fee paid in full prior to the leased site occupation. Until these above-stated requirements are completed, overnight fees shall be paid for any usage of the site.

The Lot Lease shall be considered a binding agreement between the member and Bare Mountain Retreat, Inc. All requirements noted in the Lot Lease shall be complied with. Any modifications or other allowance must be approved by the Board of Directors and noted on that individual lease. The term of the lease is for one year from May 1 through April 30 of the following year. A new lease will be signed each year.

Temporary occupancy devices (recreation vehicles, tents, etc.) may be placed upon leased sites at the discretion of the Lessee so long as the device fits on the site and is in reasonable condition. All campers, trailers, and recreational vehicles shall comply with "Idaho Statutes" regarding registration, licensing and all applicable codes. Failure to comply may be cause for disciplinary action by the Board.

Sink and shower waste water (grey water) may be disposed of in an approved sunken rock sump. (The Land Committee Chairperson or other appointed member shall inspect and approve of this disposal method at least every other year.) "Black water" can be dumped at "blue boy" dump sites as established by the Land Chair or run through a macerator pump (solid waste grinding pump) and deposited in any outhouse providing proper clean-up is maintained after each use.

The Lessee of a developed site that has electrical power capability can contact the power company to turn on the electricity if he/she desires. The electrical bill shall be in the Lessee's name and must be paid when due from the power company. Failure to pay in a timely manner or problems arising from electrical use may be cause for disciplinary action by the Board of Directors.

Leased sites will maintain a standard of living that represents a level of subsistence that is acceptable to the community of Bare Mountain Retreat. The standard of living represents the views and aspirations that an average member of Bare Mountain Retreat shares with the community. Leased Sites shall be

maintained in a safe, sound, and sanitary manner at all times.

Safe conditions are defined as conditions that are free from dangerous, harmful, or threatening aspects that could cause injury to a reasonable-minded person. Safe conditions should also minimize fire hazards on and around the immediate area of a leased lot.

Sound conditions are defined as conditions that promote the sense of structural and physical well-being of the leased site (to include decks, patios, storage sheds, campers, fences, walkways, handrails, bank/hillside erosion support).

Sanitary conditions are defined as conditions that prevent or at the minimum minimize and discourage unwanted inhabitation of wild animals or rodents.

Leased sites should be free from harm or risk that affords the lot holder, guest, and others security from threat, danger, or harm.

Immediate Danger: The existence of an unsafe or dangerous condition where something harmful could happen if the conditions are unchanged and left to deteriorate shall not be tolerated. Immediate danger (fire, broken water lines, electrical dangers shall be fixed by any member or reported to the Land Chair or a Board member for immediate action. The leasee will also be notified as quickly as possible.

The leasee(s) shall ensure beyond a reasonable doubt that the lot is maintained well enough to minimize and/or eliminate danger, harm, or potential injury to the lease holder(s), guests, and Bare Mountain Retreat members.

Upkeep and maintenance of a leased site is an ongoing and active process to keep the lot in safe, sound and sanitary condition and making repairs and correcting problems are the lessee(s) responsibility. Any member can submit a formal BARE MOUNTAIN RETREAT INCIDENT REPORT (see attachment 13) expressing disapproval and/or dissatisfaction regarding the safe, sound and sanitary conditions of a leased site. Single complaints will be handled by the Member at Large and will automatically initiate communication with the lot holder that certain conditions have prompted a concern. Those concerns will be submitted to the lot holder in writing and correction will be agreed upon by the involved parties whenever possible. Multiple (more than one) complaints will be formally presented to the Board at the next scheduled board meeting. The land chair, in conjunction with one board member and one other individual (not on the board and not the co-land chair) will determine the minimal actions required to improve the leased lot to meet the reasonable and acceptable safe, sound and sanitary conditions. A declaration of minimal actions necessary to correct the conditions will be presented to the Board, the lease holder (if present), and to the members. The lease holder will have 45 days to correct the unfavorable conditions, or face a clean-up charge (at a rate of \$20.00 per hour), and disciplinary action may be considered for non-compliance. Any funds collected as a cleaning fee shall be credited to the Land fund.

Each Member, who uses a multiple-use outhouse shall be expected to maintain the facility in a clean and orderly fashion. The Bare Mountain Retreat Inc. club shall provide cleaning supplies, toilet paper, hand soap/disinfectant for multi-use outhouses as well as the Common Grounds outhouse. Supplies will be kept in the Common Grounds Outhouse.

Leased Site Fee

All leased sites on Bare Mountain Retreat will be charged the annual fee(s) as determined by the latest approved Schedule of Dues and Fees. If a change is considered, the old and new Board will recommend the fee(s) to be charged for the coming year and will notify the members of these proposed fee(s) change no later than November 15. The members will be given a comment period of two weeks. The old and new Board will then finalize the proposed change for the upcoming Schedule of Dues and Fees and distribute the annual Schedule of Dues and Fees for member consideration.

The annual Leased Site Fee can only be changed by a majority approval of the voting members at a General Membership Meeting. If a change of the Leased Site Fee is approved, the Lessee must be

notified ninety (90) days prior to when the Lease Site Fees are due.

The annual Leased Site fee shall not be prorated for a partial year. The full annual amount is due at the time the lot is leased and each year thereafter prior to the May 1 renewal deadline. A lot can not be leased until all membership dues and assessment fees are paid in full.

Members shall be notified in writing (Bare Mountain Retreat Invoice) at least 30 days prior to May 1 that their Leased Site Fee is due.

Any leased site for which the fee has not been paid prior to May 1 shall revert to the Corporation.

Buildings and Other Leased Site Improvements

The Land Committee is empowered to approve or disapprove all additions and alterations to reserved sites. Holders of reserved sites shall submit reasonably accurate plans for construction or major landscaping projects and a description of the proposed additions or alterations. Any member shall have the right to appeal the decision of the Land Committee to the Board of Directors or to the general membership. An appeal shall suspend the decision of the Land Committee until a determination is made by the Board or the general membership.

Leased sites may have one (1) storage shed constructed or placed on a site, limited to a maximum size of 120 square feet to be determined by Land Committee Chairperson according to individual lots. The shed can only be used for storage and cannot be used for habitation (sleeping/cooking/recreation) at any time.

For structures that need to be painted or stained or repainted or re-stained, a color scheme will be submitted to the Land Committee Chair to submit to the Board of Directors for approval before any changes can be made. The same approval will be required of roofing materials. Earth tones (tans, browns, greens) are the general available colors.

No private building shall be constructed closer than twenty (20) feet from the Corporation property line.

A county building permit or other permits (when required) shall be secured before construction begins. All private buildings shall be constructed in accordance with the current Uniform Building Code. Electrical installations shall conform to the current National Electrical Code.

Improvements and/or other developments may change the type of Leased Site and the fee.

No member shall acquire any right or title to any land owned, leased or otherwise under the control of Bare Mountain Retreat, Inc., upon which the erected building is placed; neither shall Bare Mountain Retreat, Inc., acquire any right or title to any building or other equipment the member may place thereon, except that:

- a. Should a member fail to renew membership, pay the lease site fees, or fail to pay any charges assessed for the utilities used hereon, the building or site shall become the property of the Corporation after the member is properly notified.
- b. If a member fails to sell or remove a building upon the termination of his/her membership, the abandoned improvements/property shall become the property of the Corporation.

If a member leases a site that has improvements that are owned by the Corporation, the member may either purchase the improvements for 20% of the tax-assessed price or maintain the improvements in an "as is" condition. The Board of Directors has final approval of any improvement arrangements made.

Transfer of Ownership

A member may sell, transfer, or assign his/her right, title, and interest in a building or other improvement to another member in good standing who qualifies to lease a developed site. Any members who are on the Lot Reservation list must be given first opportunity for a transfer of ownership before other members can be approached.

The transfer of a lease includes the balance of the lease fees paid for the current year. The new owner must complete a new lease agreement.

Removal of Buildings and Improvements

Any lessee may at any time remove improvements from the leased lot and relinquish their interest in the site, unless the removal of the improvement could cause damage to the Bare Mountain grounds and facilities, or in any way compromises the current access, security, or integrity of the lot. Such improvements, as determined by the land chair and approved by the Board, shall be considered permanent.

Maintenance of permanent improvements is part of the normal requirements of the lot holder. Permanent improvements may be sold to the next lot holder pursuant to the Bare Mountain Policies, but cannot be removed under any circumstances. Repair or replacement can be brought to the Board for consideration as to how to effectively cover costs. The Board's decision can be appealed to the General Membership.

If a member does not renew membership, all improvements must be removed from the reserved lot prior to May 1 of the upcoming year. Improvements left on the leased site after May 1 shall become property of the Bare Mountain Retreat.

If a member is terminated, that member shall have a period of fourteen (14) days, or as the weather permits, to remove or sell any improvements. Recreational vehicles or other equipment shall be removed immediately from the grounds upon termination of membership.

Utility Trailer Storage

All utility trailers must be stored

- a) Completely within the boundaries of the trailer owner's leased lot, or
- b) Off of Bare Mountain Retreat property.

Trailers that are actively being unloaded or loaded will have a one week grace period to comply starting from the time they are brought onto Bare Mountain Retreat property.

SECTION 9: MEETINGS

The General Membership shall meet quarterly. The Board of Directors shall establish and notify the members of Board of Director meetings and General Membership meetings prior to the meeting to conduct corporate business. Notice of General Membership meetings and Board meetings shall be published with the corporation's monthly distribution of club information. In the event the meeting times or dates need to be changed due to an emergency or circumstance, the Board of Directors will notify the membership of the change no later than 48 hours prior to the meeting as specified in Article II, Section 5 of the Restated Bylaws of Bare Mountain Retreat Inc.

A quorum shall be the voting members present, and all items voted upon shall take a simple majority for passing, except for amending the Bylaws, which shall take a two-thirds (2/3) majority of those attending to pass. Absentee or proxy votes may be accepted by the Secretary until the beginning of the meeting and will be counted with the votes of the members attending.

Special meetings may be called as specified in the Bylaws.

SECTION 10: ELECTIONS

Nominees for the following Bare Mountain Retreat elected positions must be a regular or honorary member in good standing for one year prior to election. The term of office shall be for one (1) year, beginning January 1 after election and ending December 31. Each officer may serve for a maximum of four (4) years in any one office, but may run for

election to that same office after a lapse of at least one (1) year.

Election of a President, Vice President, Secretary, Treasurer/Certifying Officer, and Member-at-Large shall be held by secret ballot of the General Membership in October of each year for the ensuing year. Each of the Officers and the Member-at-Large shall constitute the Board of Directors. No two (2) offices may be held by the same person and no two (2) offices may be held at the same time by a person and said person's spouse or significant other.

Election of a Delegate and Alternate Delegate to AANR-NW shall also be made. (Expenses shall be reimbursed to the Delegate or other authorized representative of the club in the amount of actual expenses not to exceed the yearly budgeted amount for traveling to the Spring and Fall AANR-NW Board Meetings and the AANR-NW Convention.)

The President shall appoint a Nomination Committee for the October elections at the July General Membership meeting, with the Vice President as Chairperson. The Nomination Committee shall solicit nominees and establish a slate of nominees for the written ballot prior to the October Newsletter deadline.

Nominations may also be submitted at the August and September Board of Directors meetings, or may be made until the end of "nominations from the floor" portion of the General Membership meeting in October. Polling times and absentee ballots shall be published with the *Bare's Roar* newsletter prior to the election. No ballots will be accepted after the polls close.

At the beginning of the new term of office, a member in good standing shall be chosen to administer the following oath of office to each Officer and Member-at-Large:

"I, (name), do promise that while serving in the office to which I was elected, I will perform my duties in accordance with the Bylaws and Policies of the Bare Mountain Retreat and the decisions of the Board of Directors of the Bare Mountain Retreat."

SECTION 11: COMMITTEES

The President, with the consent of a majority of the Board of Directors, shall appoint committee chairpersons for the standing committees and other committees as may be necessary. The Chairperson may be relieved of duty whenever the President chooses. Additional committee members may be appointed by the chairperson.

Each Committee Chairperson is authorized to oversee their program and to expend Board-approved budgeted amounts. All other decisions, expenditures, or actions must have approval by the Board of Directors.

The Committee Chairperson shall report committee activities either in person or in writing at each of the Board of Directors meetings and at each General Membership meeting. A notebook, including operation details, deadlines where applicable, contacts, and other information shall be maintained throughout the year and turned over to the next committee chairperson when relieved of duty. In addition, the Committee Chairperson shall submit a projected operating budget for the following year to the Treasurer on or before the monthly Board meeting in November of each year.

Standing committees to assist the Board of Directors in carrying out the activities of the corporation shall be:

LAND COMMITTEE: The Land Committee is empowered to approve or disapprove all additions and alterations to reserved sites. Holders of reserved sites shall submit reasonably accurate plans for construction or major landscaping projects and a description of the proposed additions or alterations.

Any member shall have the right to appeal the decision of the Land Committee to the Board of Directors or the general membership. An appeal shall suspend the decision of the Land Committee until a determination is made by the Board or the general membership.

Corporate Grounds Maintenance: The Land Committee Chairperson shall solicit members to regularly maintain the Common Grounds – Clubhouse, pool, hot tub, Common Grounds toilets, lawn mowing, and other chores whenever possible.

Approved Land Projects: The Board of Directors shall have ultimate approval authority for Master Plan-approved land projects. The Board shall designate a project leader to handle the day-to-day work activities. The Land Committee Chairperson shall oversee and purchase all land project expenditures.

ACTIVITIES COMMITTEE: Plan social activities and fund raising events by soliciting volunteers, orchestrating events, selecting sales merchandise, etc. The purchase and stocking of kitchen supplies, pop, and candy shall also be handled by this committee.

MEMBERSHIP COMMITTEE: Maintain an active membership recruitment program, assist Prospective Members with applying for Bare Mountain Retreat membership, and in conjunction with the Public Relations Committee, attract new members.

PUBLIC RELATIONS COMMITTEE: Formulate and carry out programs to improve relations with the general public, assist with new member events, and other newsworthy activities.

GOVERNMENT AFFAIRS COMMITTEE: Use all resources available to be aware of issues on a federal, state, or local level that affect the nudist lifestyle. The Chairperson and other members, as asked, shall represent the Bare Mountain Retreat in the local community and with state and local lawmakers in regard to nudity issues. Government Affairs will work in concert with Public Relations to present a positive image of the Bare Mountain Retreat and the nudist lifestyle.

LEGISLATIVE COMMITTEE: Hear recommendations from members concerning policies/procedures and bylaws, review and recommend legislative changes at the General Membership Meetings when appropriate. (See Legislative Motion--Attachment #1 of this manual.)

NEWSLETTER COMMITTEE: The Newsletter Chairperson (also known as the Editor) shall produce and publish the monthly newsletter, the *Bare's Roar*, and at the Board's discretion, distribute other information as needed. The Editor, in conjunction with the Board, will determine the publishing schedule for each year -- usually continuously March through December, and as needed January through February. The Editor shall be directly responsible for writing, selecting, formatting, compiling, and editing the contents of the newsletter, at the discretion of the Board. The Editor shall deliver each month's newsletter or other printed information, in a timely manner, to the place of publication and oversee the distribution to the members.

The Board will compensate the Newsletter Committee, as needed, for any reasonable expenses involved in the printing and distribution of printed materials to the membership.

TRAIL COMMITTEE: The Trail Committee Chairperson shall solicit members to regularly maintain trails and the road commonly known as the 'Jeep Road.' The Trail Chairperson is empowered to approve or disapprove all additions of trails or alterations to existing trails and shall oversee all expenditures related to club trails and trail roads. Whenever appropriate, the Trail Committee Chairperson shall report to the Board plans, expenditures, and other trail activities for approval/disapproval.

SECTION 12: WEBSITE POLICIES

The maintenance and updates to the website can only be done by authorized members of the Bare Mountain Retreat. Once or twice a year, the Board shall review the website to recommend changes, new format, etc

1. The Website Editor shall be listed in the Bare Mountain Retreat newsletter. Any changes or corrections should be directed to this person. The Editor is responsible to ensure that all changes are done correctly and promptly.
2. **All changes to the website have to be authorized by the Board of Directors**, except minor changes, e.g., corrections to dates, adding events, etc. Major additions or modifications will be discussed by the Board of Directors and authorized prior to the addition or modification being made. The Website Editor will make authorized major changes and have at least one Board member review and approve the update prior to

being uploaded to the server.

3. Special care shall be taken to ensure that any images of frontal nudity are not offensive. Whenever a person is shown in a website picture/image, written permission must first be obtained. **The Secretary of the Board of Directors shall maintain a record of the permissions for any website pictures.** The website editor must also receive a copy of the permissions of any photo used. Any club member that has given permission for website picture(s) can request their picture(s) be removed from the website. (See # 2 of Section 13: Rules and Regulations for further photography restrictions.)

SECTION 13: REGULATIONS AND RULES

Bare Mountain Retreat membership entails that each member shall uphold the club's principles, standards, regulations, and rules so that all can enjoy the natural surroundings of the Bare Mountain Retreat and wholesome nude recreation. All members and others on the Corporate Grounds of this organization or any place or function under its control shall comply with the following regulations and rules. Non-compliance can be cause for disciplinary action (see Section 14: Disciplinary Actions).

- A. Non compliance with the following regulations—**Major Offense (Inappropriate Behavior or Conduct)** shall be cause for immediate expulsion and/or disciplinary action (up to termination of membership) by the Board. (See Section 14: Disciplinary Actions) Non-compliance is determined by the accused party(ies) towards other members/guests or behavior that involves the likelihood of physical or mental injury to others or damage to property. If the offense involves the use of illegal narcotics or alcohol, proof of being under the influence is not required.
 - A.1. No person shall enter or be upon the grounds of this organization or any place under its control:
 - a. While under the influence of illegal narcotics. Nor shall any person use, transport or be in the possession of narcotics (except for their own prescription medications) while within the jurisdiction of this organization.
 - b. While under the influence of alcohol to the extent that he or she is deemed out of control or threatening to any member. A member of the Board of Directors or in the absence of a Board member, a Bare Mountain Retreat member in attendance can make the determination of non-compliance.
 - c. Persons under 21 years of age shall not be permitted to consume alcohol upon the corporate grounds or any place under its control. For under 18 guests, the parents or guardians shall be held responsible.
 - A.2. Unauthorized photography/or use of any photographic device, can be grounds for immediate expulsion and disciplinary action.

Photography or videotaping is only permitted:

- With the specific permission of the people in each picture. A written release must be obtained prior to the picture being taken. The photographer is responsible for maintaining the release records and the Board of Directors can ask for verification of permission at any time.
- A written release from the parents or legal guardian of any minor must be obtained prior to any photography or videotaping.
- No photography or videotaping of visitors or non-members is allowed without majority approval by the Board of Directors.

Photographs which are intended to be published, used on a website, or used for any commercial purpose

may only be used after securing a written release(s) from all subjects of the photograph. The Secretary of the Board of Directors shall maintain a file with the photo release(s) for all photographs. The Secretary shall also supply the newsletter editor, website editor, or others as approved by the Board of Directors with a copy of the permissions for each picture that is used.

The Board of Directors has the right to examine and confiscate prints or negatives found to be objectionable and may confiscate photography devices that are used in non-compliance of this policy.

- A.3. Sexually overt behavior/activity or lewd/ vulgar actions, including sexual harassment as detailed in the Sexual Harassment Policy(Attachment #14).
- A.4. Physical violence or intimidation.
- A.5. Malicious filing of false accusations.
- A.6. Members are required to be discreet or refrain from any behavior that identifies other members as nudists. Use of member's personal identity information where such information could allow non-members to determine that you are a member of a nudist organization is prohibited. The threat of using a member's membership information to cause employment difficulties or discrimination is also prohibited.
- A.7. Any other action, as determined by the Board of Directors, that would endanger the Corporation or it's members or bring the Corporation into disrepute or potentially subject the Corporation to legal liability.
- B. Non-compliance with the following rules listed below is considered a **Minor Offense** and shall be handled by the Member-at-Large and if needed by the Board. (See Section 14: Disciplinary Actions)
 - B.1. Disrespectful, profane or obscene language can be noted by any member. The member should ask the accused party(ies) to refrain from its use. If the minor offense continues, the member should report the offense to the Member-at-Large for further action.
 - B.2. No member shall contact any organization, reporter or publicity agent posing as a representative of Bare Mountain Retreat, Inc., without the consent of the Board of Directors.
 - B.3. The only open fires on the club grounds shall be in a fire ring approved by the Land Committee. There shall be no fires in approved fire rings or any other area on the Bare Mountain Retreat when the Forest Service designates "extreme fire danger." When weather conditions are cause for fire danger concern, the caretaker or the land chair if available can also limit open fires. Propane fire rings can be used during times of fire restrictions. No fireworks of any kind are permitted at any time.
 - B.4. Parents are responsible for the behavior of their children at all times. Children will not be unattended at any time. Unmanageable children can be cause for the parents and children to be expelled from the grounds and could be cause for disciplinary action.
 - B.5. Pets are the responsibility of their owners while on club grounds. Pet waste must be removed and disposed of properly. Pets are to be on a leash or under direct control of the owner at all times. No pets are allowed in club buildings. Pets are not allowed in the fenced pool area or on the Common Grounds' grassy areas for sanitary reasons. If necessary, pets can be tied near the Common Grounds with appropriate water and other pet care needs. (Service or emotional-support companion animals as per ADA regulations are exempted.) Uncontrolled barking or other noise shall not be permitted.
 - B.6. Hunting, trapping, or mining of any kind **are not permitted** on the Bare Mountain Retreat, unless organized and approved by the Board of Directors.
 - B.7. All vehicles shall maintain a safe and reasonable speed of five (5) miles per hour or less while on club grounds.
 - B.8. Vegetation may be reasonably trimmed and/or raked to allow safety, access, fire break, etc. No person shall permanently remove any tree or large vegetation without written approval from the Land Committee Chair, unless there is a compelling reason such as an immediate danger to persons or property. If this situation occurs, a written explanation will be sent to the Board within seven days. The

Board will determine if any further action should be taken in the matter.

- B.9. The place and time for burning of needles and other debris during cleanup shall be designated by the Land Committee Chairperson after securing a burn permit and should be conducted with caution. The Boise County Sheriff's dispatcher must be notified before any burning in the club burn pile. Only vegetative trash can be burned and water must be available for controlling the flames. Other disposal of vegetation can be either by burning in an approved camp fire ring or by removal from club property.
- B.10. Bare Mountain Retreat shall not be used for overhaul and/or remodel of any automobile or recreational vehicle. Emergency repairs may be granted on a temporary basis by the Board of Directors.
- B.11. Selling of craft items for personal profit on Bare Mountain Retreat shall be by prior approval of the Board of Directors, with twenty percent (20%) of the total sales going to the Corporation.
- B.12. No loud noises of any kind will be permitted on the grounds between 12 AM and 7 AM. The only exceptions to the hours are for club sponsored activities.
- B.13. There will be no gas powered golf carts or ATV's allowed on the grounds without a quiet muffler as approved by the Land Committee Chairperson.
- B.14. Any member who writes an NSF check to the Bare Mountain Retreat shall have membership privileges temporarily suspended until the check plus actual bank charges have been paid. A repeated offense shall be grounds for disciplinary action.
- B.15. No clothing is allowed when using the swimming pool, hot tub, or showers. Infants who are not potty-trained must wear swim diapers. The preferred method for sun protection is waterproof sunscreen, but if medical issues require extreme protection from the sun, a cover can be allowed, provided that it is free from soap residue.
- B.16. Each person needs to be discrete as to public view.
- B.17. Firearms are not permitted at Bare Mountain Retreat, except in a vehicle or dwelling. Anything that shoots a projectile is considered a firearm.
- B.18. Any other action, as determined by the Board of Directors, that is deemed offensive and does not rise to the level of a Major Offense.

SECTION 14: DISCIPLINARY ACTIONS

All disciplinary actions shall be handled with as much confidentiality and consideration of an individual's right to privacy as possible. Only the Board of Directors and those directly involved in the investigation shall be allowed access to the incident report and/or other documentation as needed. All Board discussions should be held in an Executive Session of the Board, or the Board may also use phone, mail and/or email. If any Board member is involved with the reported incident or asks not to vote, the President will ask the delegate, alternate delegate, or a non-involved member to participate in the decision of the disciplinary action to maintain at least four votes for any decision. The delegate shall be chosen first, the alternate delegate, second, and the non-involved member, third.

CLASSIFICATION OF SECTION 13: REGULATIONS AND RULES

- A. Major Offense (Inappropriate Behavior or Conduct):** Non-compliance with the regulations listed as a Major Offense has specific guidelines as to how the Board should handle them, along with punishments. (Refer to Section 13 for the complete text of these regulations.)
- B. Minor Offense:** Non-compliance with all other rules listed in Section 13 are considered a Minor Offense and shall be handled by the Member-at-Large, and if needed, referred to the Board for further action.

COMPLAINT AND REVIEW PROCEDURE

- 1. Minor Offense:** If a member feels that they have been wronged or a violation of the Regulations and Rules

has occurred, the first step would be a verbal reminder that a rule has been broken or ignored with a request by the offended party to set things right, i.e., apology, restraint of dog inside, putting fire out, etc. Hopefully the parties involved can handle the problem without further action.

- 2. Incident Report (Attachment #13) - Minor Offense:** When there is an unresolved minor offense, the offended member-petitioner(s) can file an incident report which states the accused party (ies), the date of the incident, a description of the incident, and any witnesses to the incident, as well as the initial contact with the accused party (ies) (if appropriate), what was requested of the accused party (ies), and what was not resolved. This report shall be given to the Member-at-Large or if needed to a Board member within seven (7) days of the incident reported. The accused party(ies) response and witness statements when received shall be added to the incident report and all will be considered as one document. Whenever possible, the Member-at-Large will work to negotiate a settlement that resolves the issues. If the incident is not resolved, the Member-at-Large will refer the incident report to the Board for further consideration. All incident reports that the Board rules as non-compliance shall be filed by the Secretary in the petitioner(s) and the accused party(ies) file and a note will be added to the minutes reporting the non-compliance (no names or specific activity/action shall be made).
- 3. Incident Report (Attachment #13) - Major Offense:** All major offenses shall be referred to the Board by the petitioner or the Member-at-Large within 7 days after the incident.
- 4. Board Procedure of Disputed Minor Offenses and All Major Offenses:** When a completed incident report is referred to the Board, the following steps are initiated:
 - a. The Board will call an Executive Session within 7 days of receipt of the Incident Report. The Board will review the Incident Report for the seriousness of the report and to determine if it is a Major or a Minor Offense. The Board will verify that there is enough information on the Incident Report to proceed or return it to the petitioner(s) requesting further information.
 - b. Once the Board determines that the Incident Report requires further action, the Board will forward the report to the accused party(ies) along with a letter stating the rights and steps that the accused party(ies) can take. To determine time constraints, the day after mailing the letter by certified mail, will be considered as the date received by the accused party(ies), whether the letter is picked up or not. The Member-at-Large shall also call and/or email the accused party(ies) stating that a letter and the incident report have been mailed. The phone or email contact shall be noted on the incident report.
 - c. The accused party(ies) will have 15 days from the date of the letter to respond. The accused party(ies) can send his/her reply, or request a meeting with the Board to present his/her side of the incident. The Board will arrange for an Executive Session as quickly as possible to continue the process.

When the Board has heard both sides of the incident and the Board has also considered whether the accused party(ies) apologized, whether the petitioner accepted the apology, the number of members involved, the accused party(ies) past history as a participating member of the club and any witnesses present, and a majority vote of the Board determines that non-compliance has occurred, the Board will follow the specific sanctions for the major/minor offense.

A letter will be sent to accused party(ies) stating the Board's findings within 15 days of the Board's receipt of a response by the accused party(ies).
 - d. If at any time during the review procedure, the accused party(ies) threatens or tries to intimidate the Board or any witnesses by verbal abuse, the offending member will be suspended for 30 days. If the accused party(ies) tries to intimidate the Board or any witnesses by physical abuse, the offending member's membership will immediately be terminated.
 - e. All incident reports that the Board rules are in non-compliance shall be filed by the Secretary in both the petitioner(s) and accused party(ies) file and a note will be added to the minutes reporting the non-compliance (no names or specific activity/action shall be made).
- 5. Expulsion by a Board Member:**

Any member may be asked to leave Bare Mountain Retreat by a Board member if it is believed by the

Board member that the minor or major offense would or could lead to physical abuse. **The offending member would be told to leave the grounds immediately.** An incident report shall immediately be completed to document observations from person(s) present, with the Board member listed as the Petitioner(s). The expelled member will not be allowed back until the incident is resolved at an executive Board meeting. The time of expulsion from the grounds would be considered by the Board as part of the punishment.

If the member refuses to leave or is verbally abusive to the Board member, he/she will automatically be suspended for 30 days. If the member continues to argue with the Board member, the Board member could impose a 45 day suspension. If the member is physically abusive to the Board member, his/her membership will automatically be terminated.

The Board of Directors shall meet in Executive Session and review the incident according to the Complaint and Review Procedure.

6. **Malicious Filing of False Accusations:** If the Board of Directors, during its complaint and review procedure determines that an accusation made by the petitioner(s) was maliciously false, that the accused party(ies) broke no Bare Mountain Retreat policies, or the incident did not occur on Bare Mountain Retreat property, the Board will issue a suspension against the petitioner(s) for the period of time that the accused party(ies) would have received if found guilty. An Incident Report will be completed by the Board and placed in both the petitioner(s) and accused party(ies) file. This will be considered a Major Offense.

SPECIFIC BOARD SANCTIONS FOR OFFENSES

A. Minor Offense:

- a. If the accused party(ies) is/are found to be non compliant to a minor rule, an appropriate sanction is determined, and the accused party(ies) will be asked to comply to the sanction. All documentation will be kept in the petitioner(s) and accused party(ies)_files. Some examples of sanctions for minor offenses could be parking of member's car outside of gate for a certain period of time determined by the Board for speeding, not allowing dog to come to grounds for certain period of time for barking, etc.
- b. If the accused party(ies) violates the sanction, the Board will immediately suspend the accused party(ies) for 2 weeks.
- c. If the accused party(ies) violates other minor rules during the time of sanction, they will be subject to repeat action. Three (3) minor offenses in one year will cause a suspension for a minimum of 30 days.
- d. Minor violations not going to suspension may be pulled from the members' file after three years, if there are no additional violations on record during that period. The member must request such removal, as the Board is not responsible for reviewing member's files each year

B. Major Offense (If the major offense does not terminate the accused party(ies) membership):

First Offense: If this is the first occurrence of any major offense by a member over a 7 year period of time, then the suspension will be determined by the severity of the offense--from 14 to 45 days as determined by the majority of the Board.

If the non compliance of a major offense was severe enough, the Board can determine membership termination at any time.

Second Offense: On the second occurrence of any major offense by a member over a seven (7) year period of time, the Board shall rule for membership termination.

DEFINITION OF SUSPENSION, TERMINATION OF MEMBERSHIP, OR TERMINATION OF MEMBERSHIP FOR MORAL TURPITUDE

- 1. Suspension.** Non-compliance of Major offenses can be cause for suspension of membership by the Board of Directors in Executive Session. A letter of suspension bearing the date of issuance, detail of the charges, the Board of Directors' action, the time period(s) of the suspension, and copies of other related information shall be sent to the accused party(ies). Any suspension will be served within the months of May through September of the current or succeeding membership year. The letter outlining the suspension shall be deemed to be delivered to the accused party(ies) as of the day after the letter is sent by certified mail.
- 2. Termination of Membership.** During Executive Session, the Board of Directors by a majority decision can determine non-compliance of the accused party(ies) and also determine that it is in the best interest of the club, to terminate the membership of the accused party(ies). A letter of termination shall be issued to the accused party(ies) giving the particulars of the incident(s).

The terminated member may appeal the Board decision to the General Membership at the next regularly scheduled General Meeting. At that time, the entire file regarding the member's offense will be given to the membership prior to voting on the termination.

Until that meeting occurs, the member will be suspended from the Bare Mountain Retreat.

Termination of membership shall be communicated to the regional and national associations. The member's name will be added to the Do Not Admit List.

- 3. Termination of Membership for Moral Turpitude.** Any member arraigned on a felony charge involving bodily harm to another, or moral turpitude charges shall be suspended from Bare Mountain Retreat membership pending trial. Conviction, a plea of guilty, or *nolo contendere* shall be cause for termination of Bare Mountain Retreat membership. Membership or lot lease fees shall not be refunded.

Termination of membership shall be communicated to the regional and national associations. The terminated member's name will be added to the Do Not Admit List.

SECTION 15: AMENDMENTS

All proposals to amend these Policies must be submitted to the Legislative Committee for study and review. Within forty-five (45) days of receipt, the proposals will be given to the Board of Directors to consider for "Pass/Do Not Pass." The proposal with the Board's "Pass/Do Not Pass" shall be distributed to the membership a minimum of thirty (30) days in advance of the next General Membership Meeting.

Any member wishing to submit comments regarding the proposal shall do so in writing within ten (10) days of the distribution of the proposed changes and all comments received shall be distributed to the membership along with the proposed ballot at least fifteen (15) days in advance of the next General Membership Meeting.

The proposed amendment must be presented to the General Membership at the next General Membership Meeting.

The proposed amendment shall be approved by a simple majority vote of those in attendance. Proxy and absentee ballots may also be counted in the first vote. Approved amendments shall be incorporated in the Policies following approval or at the time designated on the amendment.

The Policies may not be rewritten in its entirety, or any Section thereof, without the membership having first been given a copy of the current document showing each proposed change. This draft copy must be given to the entire membership at least thirty (30) days prior to a vote by the membership on the amended document.

SECTION 16: RECOGNITION

Annually, at the end of the summer season, the Board will host a recognition event that spotlight members who have contributed their assistance/support with various club endeavors during the current year. Recognition includes, but is not limited to: volunteering to do facilities and ground maintenance and/or construction, hosting an activity, membership in various club committees, being a project leader, championing cooperative spirit and positive attitudes, donations to the club, etc.

SECTION 17: FUND ACCOUNTS

The Treasurer shall maintain four dedicated accounts that will carryover from year to year. The accounts to be maintained are as follows: Capital Improvements, Lot List, Lodge Fund, and Youth Fund.

SECTION 18: YOUTH FUND

The treasurer will collect one dollar per member from annual dues to fund the Youth Fund. This fund is to be used for youth-related items, i.e., play equipment, youth parties, major purchases that would benefit youth, and youth scholarships when appropriate. It is to be for active nudist youth.

This fund will be maintained at a maximum of \$500.00 unless the Board of Directors or membership decides it needs to be increased. Excess funds over \$500.00 may be returned to the general fund for pool operations.

Requests for scholarships must be in writing to the Board of Directors. All youths requesting a scholarship must be in the nudist lifestyle. Non-club youths requesting scholarship(s) will be limited to lifetime \$100.00. Club youths will be limited to a lifetime \$250.00.

Person requesting scholarship must be active in the nudist lifestyle when requesting a scholarship. If they are out of high school they must meet the student requirements as set forth in this policy. Scholarship applicant must be going to a college, trade school, or other school the Board of Directors deems fit. Scholarships may also be used to fund summer camps for younger youth.

SECTION 19: BY-LAWS AND POLICY MANUAL DISTRIBUTION

All members of Bare Mountain Retreat shall be given an updated copy by email and hardcopy of the By-laws and Policy Manual at the General Meeting after May 1.

ATTACHMENTS

*If any conflicts are found between the Policies and the Attachments contained herein,
the Policies prevails in all cases.*

1. LEGISLATIVE MOTION	A-1
2. BARE MOUNTAIN RETREAT LOT LEASE AGREEMENT (effective 2020 leasing year).....	A-2
3. PHOTO RELEASE	A-3
4. BARE MOUNTAIN RETREAT FIRE EMERGENCY PROCEDURE (9/10/17)	A-4
5. RENTAL CABIN POLICY	A-5
6. MEMBERSHIP FORMS — APPLICATION, BACKGROUND CHECK, WAIVER	A-6
7. BARE MOUNTAIN MAP WITH 2022 LOT HOLDERS LIST (06/10/2022).....	A-7
8. 2015 SITE PLAN FOR BARE MOUNTAIN	A-8
9. SCHEDULE OF DUES AND FEES (effective January 1, 2020).....	A-9
10. BARE MOUNTAIN RETREAT and LOT HOLDERS RESPONSIBILITY FOR ELECTRICAL POWER .	A-10
11. ACKNOWLEDGEMENT OF BARE MOUNTAIN RETREAT BYLAWS/BARE MOUNTAIN RETREAT POLICIES.....	A-11
12. STATEMENT OF MEMBERSHIP	A-12
13. INCIDENT REPORT FORM.....	A-13
14. SEXUAL HARASSMENT POLICY.....	A-14
15. PRIVACY STATEMENT.....	A-15
16. BARE MOUNTAIN ALCOHOL PROTOCOL	A-16
17. LIST OF APPROVED LEGISLATIVE MOTIONS AND BOARD CHANGES.....	A-17
18. PROTOCOL FOR SELLING IMPROVEMENTS ON BARE MOUNTAIN LEASED LOTS.....	A-18

ATTACHMENT 1

**Bare Mountain Retreat, Inc.
Legislative Motion**

Motion # _____

(Assigned by the Legislative Committee)

Date of Motion to the Legislative Committee _____ Date to the Board _____

Presenter(s) of the Motion: _____

It is the responsibility of the presenter(s) of this motion to make sure that the content of the motion will work in either the By-Laws or the Policies or both as needed. The Legislative Committee will not make changes to the motion without the permission of the presenter. The Legislative Committee will only pass judgment on the validity of the motion as it pertains to its fitting into the Bylaws or Policies without conflict. The Legislative Committee, after reviewing this motion, will return it to the presenter(s) of the motion with its remarks. It is up to the presenter of the motion to determine what course of action to take at that time.

This motion changes or adds to the Bylaws____, Policies____, or Other____. (Check one.)
(Only one change or addition per motion.)

EFFECTIVE DATE: _____

MOTION: *(Be very specific as to what is to be deleted, added, or changed. Note Section, page number, etc. of current document.)*

Current Location:

Now Reads:

Change to Read:

INTENT OF MOTION: *(Use additional paper if necessary.)*

LEGISLATIVE COMMITTEE REPORT:

BOARD RECOMMENDATION: **Do Pass** **Do Not Pass**

MEMBER COMMENTS: _____

ATTACHMENT 2



**BARE MOUNTAIN RETREAT, INC.
BARE MOUNTAIN RETREAT LOT LEASE AGREEMENT**

This agreement made this 30th day of April, 202, by and between the BARE MOUNTAIN RETREAT, INC., an Idaho non-profit corporation, (Lessor) and

_____, (Lessee).

This lease pertains to the real property located at Bare Mountain (246 Rocky Canyon), commonly known as Lot # _____. The annual lot lease fee is \$ _____.

The conditions of this lease are as follows:

1. Lessee must be a member in good standing of the corporation in order to lease a lot, meaning that lessee(s) have paid lessee's dues current and lessee's capital assessment fee is paid in full.
2. For the purposes of this lease, lessee can be an individual, a married couple or two individuals joining together in this lease. If there is more than one person entering into this lease, lessees will be treated as co-lessees with equal rights under this agreement. Two members who currently hold a lease that was in effect on or before May 1, 2009 as lessee and Significant Other are considered co-lessees. Co-lessees will be joined together as one entry on the Lot Reserve List.
3. If lessees are a married couple, but obtain a divorce, the corporation will require a statement from a Judge or lessee's ex-spouse as to the right to this lease if the ownership is in dispute. If lessees are co-lessees but are not married and lessee's relationship as to this lease has ended, lessees must agree on the disposition between the two. If agreement cannot be obtained between any co-lessees prior to renewal of the lease, the corporation will not be responsible for determining who has a right to this lease, and the lot will be put out to the members who are on the Lot Reserve List. It will be the co-lessee's responsibility to obtain any proceeds for improvements which have been made to the lot and distribution of those proceeds between the two co-lessees. Lessee that chooses to remain on the lease remains at the current position on the lot list. The other co-lessee has the option of entering the lot list as an individual per Bare Mountain Retreat Policies.
4. If lessee is an individual, lessee is entitled to have one member as an overnight guest on lessee's lot and that guest will not pay any overnight fees. Lessee or lessee's guest will be required to fill out a payment envelope listing the name of lessee and lessee's guest. If lessee is an individual and marries and spouse is or becomes a member in good standing, the spouse shall be added to the lease as co-lessee.
5. A transfer of this lease can only be done in the following ways:
 - a. Leasehold improvements can be sold.
 - b. The leasehold interest in the lot can be transferred to a new lot or to another member in good standing as per Bare Mountain Retreat Policies. No married couple or co-lessee individuals can lease more than one lot. There will be no sub-leasing of a lot.

- c. A lot will be transferred upon death to the surviving co-lessee or children of the descendant, but only if the surviving co-lessee, or children are members of the corporation. If the surviving co-lessee, or children of the descendants are not members, they will have an opportunity to sell any improvements and transfer this lot lease according to Bare Mountain Retreat Policies.

Bare Mountain Retreat, Inc., Bare Mountain Retreat Lot Lease Agreement
Page 2

- d. A lot will be forfeited if a membership is terminated for cause or if payment of Lessee's dues and lease fees are not paid before May 1st of each year. If the dues and lease payment have not been made and improvements which lessee have made have not been removed or sold before May 1st, the improvements will become the possession of the corporation to dispose of as it wishes and it will retain any proceeds.
6. This lease can be terminated by the corporation after written notification to Lessee and failure of Lessee to cure the problem(s) for the following reasons, other than Paragraphs 3 and 5 above:
 - a. Failure to maintain the leased lot in a safe, sound and sanitary manner.
 - b. Permanent removal of any tree or other large vegetation without written approval from Land Committee.
 - c. Failure to obtain written approval for construction projects.
 - d. Failure to adhere to approved "quiet hours".
 - e. Failure to dispose of trash and sewage in a manner approved by the government authorities.
7. All utilities and work on leased sites shall be the responsibility of the Lessee unless otherwise stated in Bare Mountain Retreat Policies. Lessees are leasing lot "AS IS" and the corporation will not be responsible for maintaining or improving the site. Reserved sites shall be maintained in a safe, sound and sanitary manner at all times in accordance with Bare Mountain Retreat Policies. Lessees of lots located along a club perimeter fence shall assist the club in maintaining the fence along Lessee's lot in cooperation with the Land Committee.
8. The corporation will be held harmless and not responsible for any personal injury, property damage, or lost or stolen property. Lessee is responsible for insurance on improvements.
9. Only an approved single-family living structure with one permanent storage building of approved construction will be allowed on any lot. All recreation vehicles, campers and trailers must be currently registered and licensed.
10. There will be no campfires except in approved areas and fire pits with covers. No fires are allowed when prohibited by the fire district during extreme fire danger.
11. Parked vehicles must be clear of all main roads.

The Board of Directors and the active Committee Chairs, by majority vote, can decide that the lessee(s) have not actively contributed to the projects, activities, maintenance and overall wellbeing of our club; or have not maintained the lot in a safe, sound and sanitary manner. The lessee(s) will be notified in writing at least six months before, that the lease will not be renewed for the following season. The lessee(s) may appeal in writing to the membership at the next General Membership meeting. Majority vote of the members, who vote, will be required to uphold or reject the Board's determination. The lessee(s) will have until June 1st of the following year to remove or secure the sale of any improvements when a lease is not renewed.

The club shall reserve the right to re-lease any lot for one season, if a lessee(s) cannot occupy the lot for that season. The lot will be made available for one season to members in good standing on the lot reserve list who do not have a lot in the order they are listed on that list. The re-lessee(s) will remain in the same position on the lot reserve list. Lot lessee(s) must notify the Board of Directors as soon as possible if they do not intend to occupy their lot for a season.

Bare Mountain Retreat, Inc., Bare Mountain Retreat Lot Lease Agreement
Page 3

This lease will renew upon payment of any previous billings, membership dues and lease fees. The term of this lease is for one year from May 1, through April 30 the following year. A new lease will be signed each year.

Lessee: _____ Date: _____

Lessee: _____ Date: _____

Mailing Address: _____

E-Mail
Address(s): _____

Telephone
Number(s): _____

Bare Mountain Retreat, Inc. (Lessor)

By: _____ Date: _____
Land Committee Chair or Club Designee

ATTACHMENT 4

BARE MOUNTAIN RETREAT FIRE EMERGENCY PROCEDURE

9/10/17

In the event of a fire emergency, please follow the procedure below:

- 1) In the event a fireman, or other government authority, alerts any member on the mountain, or if you smell smoke and believe it to be from a wildfire, notify a Bare Mountain Retreat Board member. If no Board member is on the mountain, any member should continue with the procedure and becomes the de-facto member in charge.
- 2) The member in charge will contact the Boise County Sheriff (208 392-4411) to confirm the fire emergency. Reporting address is 246 Rocky Canyon Rd. If a fireman or other government authority has made the notification, skip to step #3. They will automatically inform the BLM. Member in charge shall assign a member to man the telephone in the clubhouse and bareidaho@gmail.com if safe to do so.
- 3) If there is an immediate danger to members/visitors on the mountain, obtain an emergency air horn from one of the outhouses and blast three short blasts, three separate times (9 total blasts with a pause between each set of three blasts).
- 4) Upon hearing the emergency horn, all members/visitors should immediately go to the “safe zone” near the pool and remain there until the danger is over. Any missing members should be notified to join the group.
- 5) The fireman or other government authority will determine whether it is safe to stay on the mountain and announce an “all clear,” or if it is not safe will announce evacuation. If a member on the mountain is unwilling to wait for the all clear or the evacuate announcement, member will notify the board member or other member in charge and email bareidaho@gmail.com directly.
- 6) If advised to evacuate the mountain, member in charge shall immediately notify all members/visitors on the mountain to follow evacuation directions according to fireman or other government authority. If evacuation is necessary, members shall not delay departure to hook up trailers/RVs/etc.; members will leave as a group. Member in charge will remain in charge until relieved by a higher authority.

ATTACHMENT 5

RENTAL CABIN POLICY

See Attachment 9 for current fee schedule. When renting the cabin, no additional overnight fees are due. Minor children (under 18) pay no fees, so 1-2 small children can sleep on the floor or can use a separate tent near the cabin, if space is available. All applicable fees are due when you enter the grounds. The collection box is inside the door of the clubhouse.

Check in time is 1:00 PM; check out time is 11:00 AM. There is no extension for the check out time. A visitor fee is due for each day a visitor is at Bare Mountain Retreat. No additional visitor fee is due if cabin rental occupants leave Bare Mountain Retreat before 11 AM the following day. Members pay the \$30 per night cabin rental in lieu of the overnight fee and can stay on the grounds as long as they want. To reserve the cabin, contact the e-mail site (bareidaho.com) or telephone 208-322-6853. The message should contain the date, whether the person reserving is an AANR/TNS/INF or Bare Mountain Retreat member/prospective member and number of persons to use the cabin. All reservations for the cabin are on a first come, first served.

If the cabin is available on the date requested and it is **NOT on an event weekend**:

- Bare Mountain Retreat members/prospective members can reserve the date without advance payment.
- AANR/TNS/INF members or Bare Mountain Retreat Guests can reserve the date with advance payment of at least one night rental fee. Cash, check or money order, please. VISA or Master Card charges can not be accepted. Send the rental fee to: Bare Mountain Retreat, PO Box 5781, Boise, ID 83705.

If the cabin is available on the date requested and it is **on an event weekend**:

- Bare Mountain Retreat members/prospective members can reserve the date with advance payment of at least one night rental fee. Cash, check or money order, please. VISA or Master Card charges can not be accepted. Send the rental fee to: Bare Mountain Retreat, PO Box 5781, Boise, ID 83705.
- AANR/TNS/INF members or Bare Mountain Retreat Guests can reserve the date with advance payment of at least one night rental fee. Cash, check or money order, please. VISA or Master Card charges can not be accepted. Send the rental fee to: Bare Mountain Retreat, PO Box 5781, Boise, ID 83705.

In the event the reserving party must cancel the reservation, refunds can only be made if a 7 day advance notice is given. Refunds for event weekend reservations will not be made; however a coupon good for another date will be provided on space available basis.



ATTACHMENT 6a

Please complete and return to Bare Mountain Retreat Membership personally, mail to PO Box 5781, Boise, ID 83705

Name _____

Single ___ Married ___ Male ___ Female ___ Date of Birth _____

Phone number _____

Email address _____

Occupation _____

Co-Applicants Name _____

Single ___ Married ___ Male ___ Female ___ Date of Birth _____

Phone number _____ Email address _____

Address _____

City _____ State _____ Zip _____

Mailing address if different than listed above:

_____ State _____ Zip _____

Hobbies _____

Number of minor children _____ Ages _____

How did you learn about nudism?

Are you currently an AANR member? ___ If yes, what is your AANR membership number? ___

How did you learn about Bare Mountain Retreat? _____

Have you attended other clubs? ___ Which ones? _____

Have you been arraigned on felony charges for bodily harm or moral turpitude? _____

If yes, please explain further. _____

Signed _____ Signed _____

Date _____

Logo update 2/2024



NUDIST PRINCIPLES

We believe in the essential wholesomeness of all human bodies. We believe in the naturalness of social nudism. We consider that exposure of the entire human body to light and air is beneficial to physical and mental health. We believe that recreation, from exercise to relaxation and socialization, is enhanced by the nudist experience. We believe that we have the right to practice social nudism in appropriate settings, provided that we do not infringe on the rights of others.

I (we) have read the principles and standards of the association as printed above and accept them for myself (ourselves) and, as far as possible, on behalf of my immediate family and household, both as to theory and practice. I (we) hereby make application to be accepted as member(s) of the American Association for Nude Recreation (AANR) and the Bare Mountain Retreat Inc. and agree, if accepted, to pay my (our) dues annually or as otherwise required; to abide by the principles and standards; to be a worthy member of the organization; and to do nothing which will in any way bring the organization into disrepute.

I (we) also agree, that should the Board of Directors deem it is in the best interest of the organization, that my (our) membership may be cancelled for cause. I (we) shall abide by their decision, but with the provision that in the event of such cancellation, any dues paid for the current year shall be returned to me on a pro-rated basis.

I (we) have filled in the requested information above and personally vouch for the truth of my (our) answers.

In the event of any losses sustained by me (us) or by members of my (our) family either on the property of the organization or as a result of my (our) membership herein, I (we) agree to hold harmless and wholly non-liable the organization and the officers thereof.

Signed _____ Date _____

Signed _____ Date _____

Logo update 2/2024

Bare Mountain Retreat, Inc.
PO Box 5781
Boise, ID 83705
www.bareidaho.com 322-6853 email: bareidaho@gmail.com

BACKGROUND CHECK PERMISSION

Background checks are required to become a member of Bare Mountain Retreat, Inc. This form allows your name and information to be submitted for a national background check. By completing this form with your information, you are giving permission for the background check to be done. The cost is \$25 per person.

Last Name _____

First Name _____

Middle Name _____

Alias Names (Include Maiden/prior Married Names) _____

Date of Birth (Month/date/year) _____

Social Security Number _____

Address _____

I hereby give permission for Bare Mountain Retreat, Inc. to check and receive any information on the national/state/local criminal background check.

I certify that my name does not appear on any local, state, or national sexual offender list.

(signature)

(date)



Waiver of Membership

Bare Mountain Retreat, Inc is a non-profit organization and embraces the principles and standards of the American Association for Nude Recreation (AANR).

By signing the Waiver of Membership, you are choosing the following option as stated in the Bare Mountain Retreat Policies for yourself and your spouse.

The non-applying spouse has chosen to opt-out of membership for personal reasons, by "Waiver of Membership" I Bare Mountain Retreat form and providing valid picture identification. Current members wishing to opt-out must also provide the signed Waiver of Membership.

With this waiver, your spouse is now eligible to pursue club membership.

If you choose to visit the Bare Mountain Retreat campground or attend any events sponsored by Bare Mountain Retreat you can attend as a guest of your spouse and will be required to pay visitor fees.

In the future, you choose to join Bare Mountain Retreat, Inc. this waive may be rescinded. At that time, the standard membership process will be initiated.

Print name of member _____

Signature _____

Date _____

Print Spouse name _____

Spouse name _____

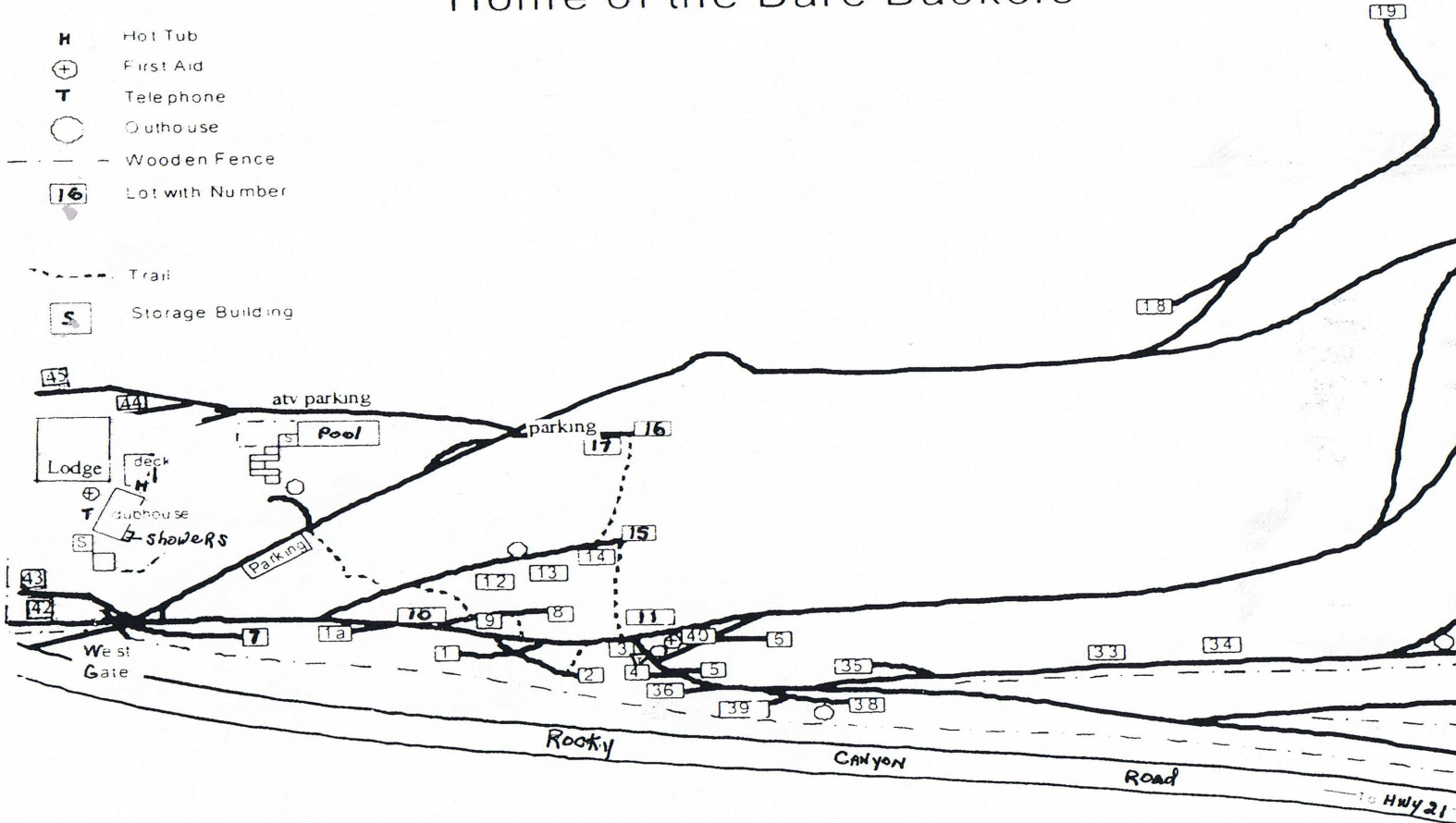
Signature _____

Date _____

Updated with approved Legislative changes to 9/16/23

Logo update 2/2024

Bare Mountain Home of the Bare Backers



ATTACHMENT 7

2024 LOT HOLDERS LIST - updated 5/1/24

Lot Number	Lessee Name(s)	Signed Lease
1	Ken H. & Cherie S	X
1A	Jim H.	X
2	Randee B.	X
3	Patrick & Catherine T.	X
4	Angie S.	X
5	Ron W.	X
6	Mark & Kari B.	X
8	Ted & Cindy T.	X
10	Don B.	X
12	Al & Erin P.	X
13	Carol O.	X
14	Jane P.	X
15	Alan & Mary A.	X
16	Dave & Rhea P.	X
17	Betty S	X
18	Russ B. & Kathy M.	X
19	Jon (Doc) H.	X
20	Jason & Sky K.	X
21	Gary & Donna L.	X
22	Sonja W.	X
23	Charles & Alison A.	X
24		
26	Josh B.	X
27	Jay & Debbie R.	X
27A	Bob V.	X
28	Christian S.	X
29	Coy W. & Sally H.	X
30	Mark & Susan W.	X
31	Keith P.	X
33	Brent & Kathy H.	X
34	Lee (Milton) P.	X
35	Al & Esther K.	X
36	Ron & Sandi G.	X

38	Ed & Susan W.	X
39	Rick R.	X
41	Joe & Brenda H.	X
42	Al & Lori C.	X
43	Ted D.	x
44	Jon & Kim L.	X
45	John & Gail K.	X
7	Burn Pit	
9	Visitor with Deck	
11	Tent lot	
25	Parking	
32	Deleted	
37	Deleted	
40	Visitor Lot by Mid Bathroom	

ATTACHMENT 8

2015 SITE PLAN FOR BARE MOUNTAIN

Approved at the General Membership Meeting, October 2020

1. Pool Area:

- A. There will be no permanent storage building at the pool area.
- B. A single-hole outhouse will be located near the pool area.
- C. The roadway next to the pool shall be kept wide enough to accommodate access to the leased lots - # 44, #45, & #46.
- D. Disabled parking will be along the hillside west of the solar panel and parallel with the road (signs will be installed).
- E. ATV parking will be toward the hillside to the south of the solar panels.
- F. Additional parking will be along the hillside north of the roadway across from the pool propane tank.
- G. The grassy area adjacent to the pool to be converted to a raised deck (1 or 2 steps) of similar material to the existing deck. Deck installation subject to the availability of funds.

2. Common Ground/Clubhouse Area:

- A. The old clubhouse will remain in place.
- B. ATV parking can be between the horse shoe pit and the outhouse deck. No parking is allowed on the grassy area. Disabled parking and loading/unloading shall be to the front of (south) of the ATV parking.
- C. The existing shower area and the area east of the green shed behind the fence will be reserved for relocation of the hot tub and shower. Exact site(s) to be determined at the time of relocation.

3. East Boundary/Gate Area:

- A. The area by the east gate will be for future development as determined. It appears there may be a possibility of up to three cabin leased sites in the area. A roadway from the East gate area up to the new area fence with a gate would need to be completed. Further work on lots would be done at the expense of the leaseholder after approval and permitting.

4. Other Areas and Recommendations:

- A. Lot #40, located below lot # 11, be developed with power for a designated guest area (overnight rental). The central outhouse and lot #11 would also be considered for power development.
- B. When and if the current pit toilet across from lots #12 & #13 fails, it will be replaced with a vault or portable unit.

5. Further Recommendations:

- A. Because of a lack of further level areas around the mountain, further development of leased sites on all non-reserved club property may be done with approval of the Land Chair and the Board with the expense of such development to be borne by the proposed lot holder. Feasibility of the new site including access and parking must be approved and all permits must be obtained prior to any building.
- B. Develop additional shade covering for the party deck.

Note: The committee recognizes that an improved clubhouse has been approved, but the committee recommends that further research/ discussion be held as to what type of improvements can be reasonably constructed. Price estimates for the improvements along with ways to finance these costs are needed. These could then be distributed to all members for review and vote.

ATTACHMENT 9

DUES AND FEES

Effective Date: January 1, 2024

Member Fee's

Dues: See section 5 of the Bare Mountain Retreat Policies:

- Regular Membership - \$250.00 per adult per year
- Student Membership - \$125.00 per adult per year

Total dues for regular membership of BMR (\$250 per adult per year), AANR (\$36 per adult per year), & AANR-NW (\$12 per adult per year) for a total of \$298. Per adult per year.

Leased Sites

- Sites with Power - \$250 per year
- Lot Reserve List Fee: \$25.00

Corporate Fees: See Section 7 of the Bare Backers Policies

- **Guests:**

Day Fees (9 AM to 9 PM):

- Person under 18 years of age (accompanied by parent or guardian) — No Fee
- Non AANR/TNS/INF member -- \$25.00 per day/per adult/\$50.00 per day/per couple
- AANR/TNS/INF member – \$20.00 per day/per adult/\$40.00 per day/per couple
- Guest(s) of a Bare Mountain Retreat member -- \$10.00 per day/night per adult

Guest Cabin Rental (9 PM to 9 AM – a 2-hour grace period is allowed for visitors leaving BMR.

- \$100.00 per night/day for a maximum of up to 2 visitors.
- \$ 80.00 per night/day for a maximum of 1 visitor

Guest Camper or tent site(9 PM to 9 AM – a 2-hour grace period is allowed for visitors leaving BMR.

- \$65.00 per night/day up to 2 AANR adults includes day fee's.
- \$55.00 per night for up to 1 AANR adult includes day fee's
- \$75.00 per night/day up to 2 NON- AANR adults includes day fee's.
- \$60.00 per night for up to 1 NON-AANR adult includes day fee's

NOTE: Late cancellation fee is \$25.00.

- Overnight Fees Person under 18 years of age (accompanied by parent or guardian) — No Fee.
- Guests hosted on the lot of a member(s): No overnight fee for up to 2 adults

Vehicle parking may be in any approved parking area.

- **Members:**

- Day/Night Fees (9 AM to 9 AM): No Charge
- Person under 18 years of age (accompanied by parent or guardian) — No Fee.
- Members staying on a club Camper or Tent site: \$25.00 per night for up to 2 adults
- Members staying in Cabin -- \$35.00 per night for a maximum of up to 2 members. (If they use their own linen and cabin is cleaned).
- Members staying in Cabin -- \$60.00 per night for a maximum of up to 2 members. (If they do not use their own linen or clean the cabin).

- ***Vehicle parking may be in any approved parking area.***

ATTACHMENT 10

BARE MOUNTAIN RETREAT and LOT HOLDERS RESPONSIBILITY FOR ELECTRICAL POWER

This procedure outlines the clubs responsibilities to Lot Holders regarding electrical power to lots. See the attached drawing

The Idaho Electrical Code prohibits non-property owners from doing any electrical installation. This means that members of Bare Mountain Retreat can not legally do any new power installation.

If a contractor is willing to work with us, we may be able to dig the hole for the pole and install the pole. We can mount the electrical boxes, dig any trenches and mount any remote boxes. We can not do any of the electrical wiring. We should refrain from doing any electrical work like running wires into the boxes and connecting to circuit breakers.

Power Installation:

1. When the new pole, electrical boxes, ground rods, trenches, and remote outlets have been installed, call an electrical contractor to draw the permit and wire the installation.
2. The electrical contractor will get the permit, finish the installation and notify the state inspector that the installation is ready for inspection.
3. The Idaho state inspector's phone number is 332-8983. The number for Boise County's inspector is 318-8118.

Transfer Power:

1. If the power needs to be transferred from the previous lot holder to the new lot holder, the new lot holder should notify Idaho Power and have the service placed in his/her name. Call Idaho Power at 1-800-488-6151.
2. Idaho Power will need the meter number to locate and transfer the power.

Disconnect Power:

1. If the power needs to be disconnected, call Idaho Power at 1-800-488-6151.
3. Idaho Power will need the meter number to locate and disconnect the power from the meter.

Reconnect Power:

1. Verify that the state inspector has been notified to inspect the installation and Idaho Power has been notified to reconnect the power. Call 1-800-488-6151.
2. If the service has been turned off for more than 90 days an inspection is required, which is the lot holder's responsibility.

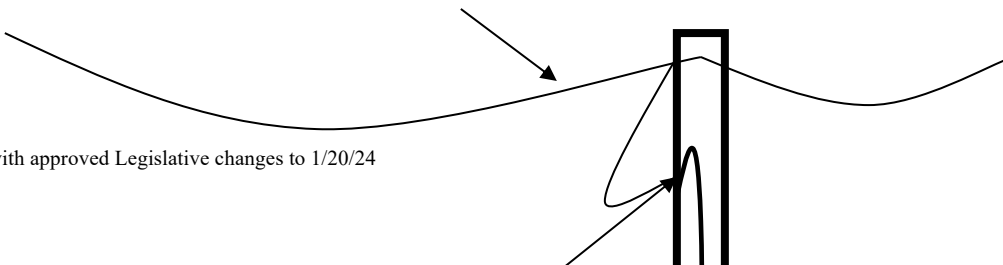
Bare Mountain Retreat responsibility to furnish power to future lots is limited by our financial resources. The current estimate of a new installation is \$1200.00 to \$1500.00. Obviously it becomes a cost versus benefits decision.

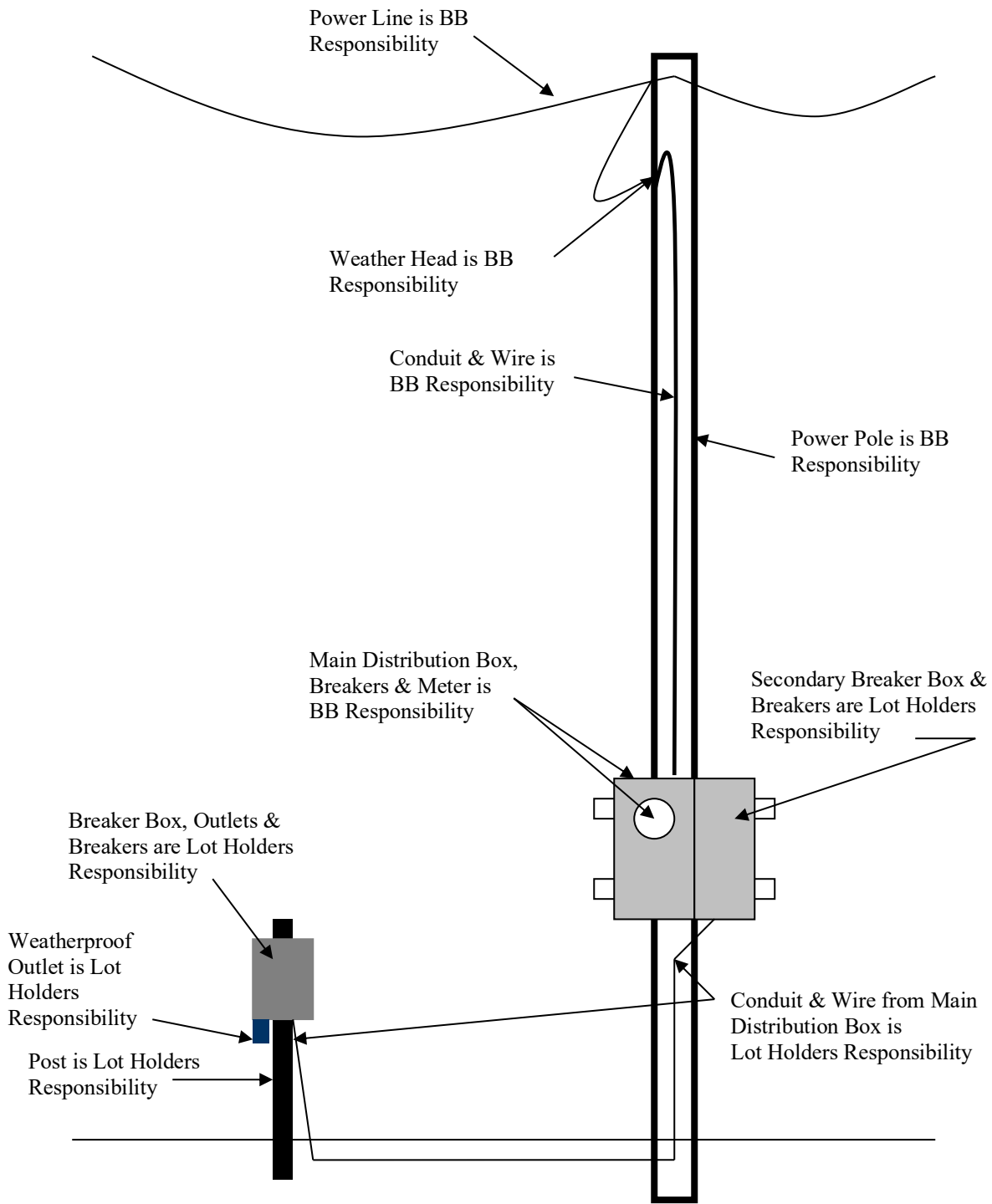
Historically the club is responsible for getting power near a lot. The Lot Holder is responsible to get power from the meter to the lot if necessary. Refer to the attached diagram for installation responsibilities.

The Lot Holder is responsible for the following fees:

1. Monthly service fees.
2. New account fees.
3. Reconnect fees: When a Lot has been empty for more than 90 days.
4. Inspection fees: May be required if the service has been turned off for more than 90 days.

ATTACHMENT 10 (continued)





Electrical Power Installation Responsibility

ATTACHMENT 11



Bare Mountain Retreat, Inc.
PO Box 5781
Boise, ID 83705

www.bareidaho.com 208 322-6853 email: bareidaho@gmail.com

ACKNOWLEDGEMENT OF BARE MOUNTAIN RETREAT BYLAWS AND BARE MOUNTAIN RETREAT POLICIES

I/we _____ acknowledge that I/we have been given a copy of Bare Mountain Retreat Bylaws and Bare Mountain Retreat Policies. I/we can have additional printed or electronic copies by contacting the membership chairperson, the legislative chairperson, or the Board of Directors. I/we understand that any changes made to the bylaws or policies must follow due process and have approval by the General Membership as described in Bare Mountain Retreat Policies. Changes to the bylaws or policies will supersede, modify, or eliminate any of the policies contained herein, and members will be provided a copy of the approved changes. Updated bylaws or policies will be distributed at the discretion of the Board of Directors.

I/we accept responsibility for being familiar with the Bare Mountain Retreat Bylaws and Bare Mountain Retreat Policies.

Receipt of the bylaws and policies is not a contract for membership and nothing in this document is an expression or implied contract for membership. Membership is determined on an individual basis under the guiding principles set by Bare Mountain Retreat, a member-owned cooperative.

Any questions regarding this document, membership status, club policies or bylaws should be directed to the membership chairperson, the legislative chairperson or the Bare Mountain Retreat Board of Directors.

Signed: _____

Date: _____

Signed: _____

Date: _____

Logo update 2/2024

ATTACHMENT 12

STATEMENT OF MEMBERSHIP

The members of Bare Mountain Retreat are family. We are eager to grow our club with members that are excited to share our beautiful grounds, fellowship, fun, and community. We are interested in working together to enrich our pursuit of family-oriented nudist recreation and the development of a club organization that sustains our property and lifestyle. All members are expected to uphold the following principles:

Please NO DRAMA. When you leave the textile world and enter the gates of Bare Mountain Retreat, please leave your worldly troubles behind. Bare Mountain is a sanctuary where we can escape from the concerns of the world, relax with our friends, and enjoy the nudist lifestyle.

Always follow proper nudist etiquette. There are certain rules that apply to all nudist clubs and resorts. Always sit on a towel or other similar item, refrain from picture taking, no unwanted advances, avoid excessive alcohol consumption, ensure that your conversations are not offensive to others, be considerate during quiet hours, smoke in approved areas, etc. However, the best rule a member can use is the “Golden Rule.” Our club works best when all members treat each other with respect and kindness. Our members do not always agree on everything, but we are committed to working out our differences by listening to all opinions and employing compromises that respect all viewpoints.

Pitch In – Help Out. The culture of Bare Mountain Retreat is many different things, but one guiding principle is that we treasure our rustic environment and we like to be frugal. Our club is very much a co-operative operation and the low rates for membership and leasing lots are a testament to this. We have members with many different skills and in the area of maintenance, construction, and general upkeep. We all pitch in to our abilities by cheerfully donating our expertise, materials, tools, elbow grease, and/or cash donations. In the spring, we pitch in to get the water turned on, rake up pine needles, clean the kitchen/clubhouse, start the pool/showers/hot tub, etc. This gets us open for the summer, but our facilities also require maintenance on a weekly/daily basis. While we all want to keep the summer months free to enjoy the sunshine and our pool, the fact is that everything that is built or maintained is accomplished by volunteer members. The grass needs mowed weekly. The pool and hot tub need daily cleaning. We throw many theme parties and potlucks that are planned, cooked and executed by our members. We have an elected Board of Directors, who dedicate time and hard work to run the business of the club, pay bills, greet visitors and much more. Volunteers publish the monthly club newsletter and other information, maintain the website - there are so many things that need to be done and members are encouraged to be generous with their time and/or efforts to accomplish these. Every member in good standing does what they can to help and for over 25 years we have been successful and proud of our culture of volunteerism.

So what qualities do we look for in our members?

We are looking for people who are kind, respectful, honest, generous, have a sense of humor, are willing to cooperate for the enrichment of the club, and most of all have the ability to have fun and share our enthusiasm with all. Are you living up to these principles of a member in good standing? If not, get involved. Incorporate these principles into your time at Bare Mountain Retreat. Bare Mountain Retreat membership offers you a great lifestyle that will enrich your life.

ATTACHMENT 13

BARE MOUNTAIN RETREAT INCIDENT REPORT

This form should be completed by any member who has a concern about happenings at the mountain or involving our club. The completed form can then be emailed or given to the Member-at-Large or any or all of the current Board Members.

Petitioner(s): _____

Accused Party(ies) or Incident: _____

Date of Incident: _____

Witness(es): _____

Attach any witness(es) description of the incident to this report and attach all appropriate notes and documentation regarding the incident whenever possible..

Location of the Incident: _____

Describe the Incident and what led up to the concern or confrontation: _____

What specific major or minor offense was not complied with? _____

Did you try to resolve the Incident, if so what were the results?

Petitioner(s) Signature

Date:

Action taken by Member-at-Large: _____

Action taken by the Board when needed: _____

Signature of the Board Secretary _____ Date: _____

(The incident report will be filed in the petitioner(s) and the accused party(ies) files when the Board determines non-compliance.)

ATTACHMENT 14

SEXUAL HARASSMENT POLICY

All members, visitors, and guests of the Bare Mountain Retreat (Club) are responsible for ensuring that the club grounds (including club functions away from the corporate grounds) are free from sexual harassment. Because of the Club's strong disapproval of offensive or inappropriate sexual behavior, all members and guests must avoid any action or conduct which could be viewed as sexual harassment.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexually harassing nature, when: (1) harassment has the purpose or effect of unreasonably interfering with an individual's enjoyment of the club, or (2) creating an intimidating, hostile, or offensive club environment, or (3) when submission to the harassment is made either explicitly or implicitly as a term or condition of membership or rejection of the harassment is used as the basis for membership decisions affecting the individual.

Any member who has a complaint of sexual harassment on the club grounds by anyone, including officers, other members, or visitors/guests, should first clearly inform the harasser that his/her behavior is offensive or unwelcome and request that the behavior stop. If the behavior continues, the member shall immediately bring the matter to the attention of the Board.

If a Board member knows of an incident of sexual harassment, they shall take appropriate remedial action immediately. If the alleged harassment involves any type of threats of physical harm to the victim, the alleged harasser will be expelled from the club ground until the situation is investigated by the Board. If the investigation supports charges of sexual harassment, disciplinary action against the accused party(ies) will take place according to Section 14, Disciplinary Actions. If the investigation reveals that the charges were brought falsely and with malicious intent, the charging party will be subject to disciplinary action according to Section 14, Disciplinary Actions.

ATTACHMENT 15

BARE MOUNTAIN RETREAT PRIVACY STATEMENT

Privacy of personal identity information is and always has been the one thing nudists both in our club and throughout the nudist community value the most. Both AANR (American Association for Nude Recreation) and TNS (The Naturist Society) understand that privacy is paramount to their members and go to extreme levels to protect their members' identity. As nudists, we should do no less.

All Bare Mountain Retreat members need to feel safe that their membership information is secure within our club. Many members are still employed and try to protect and are very discreet about their personal information and the right to belong to a nudist organization. Some members choose not to share their membership with family members. Unfortunately, some public perception of a nudist club is still perceived as a "sex club" or some type of group activity that is offensive. Members being "outed" before they are ready to do it themselves could suffer serious employment and/or relationship consequences.

In the Bare Mountain Retreat Policies, Section 13: Regulations and Rules, *Section A.6. states: Members are required to be discreet or refrain from any behavior that identifies other members as nudists. Use of member's personal identity information where such information could allow non-members to determine that you are a member of a nudist organization is prohibited. The threat of using a member's membership information to cause employment difficulties or discrimination is also prohibited.* Non compliance is classified as a Major Offense (Inappropriate Behavior or Conduct) and shall be cause for immediate expulsion and/or disciplinary action (up to termination of membership) by the Board. Non-compliance is determined by the behavior of the accused party(ies) with other members/guests.

Bare Mountain Retreat members have always had an understanding with the Board and Committee Chairs that the membership list information is never to be used for any purpose other than club business. Phone numbers and e-mail addresses are never to be shared without the knowledge of the member prior to the release of the information. The Board depends on past and present Board members and Committee Chairs to not use membership information when they are no longer in office or for social reasons.

Social media including but not limited to twitter, Facebook, instant messaging, e-mails, and camera-enabled electronic devices has changed the world and how instantly communication occurs. More thought must be given so identity can be concealed if at all possible. Members should refrain from any correspondence that infers membership without the explicit approval from the person. The general public can sometimes piece together bits and pieces of social media posts to determine that you are a member without coming right out and saying it. While some "outing" may be innocent, members need to be certain that there are no undue ramifications to their posts.

Privacy of personal information continues to be a paramount concern for our members and each member should be very careful when, where, and how we express our friendship with other nudist members.

ATTACHMENT 16

Bare Mountain Alcohol Protocol

Bare Mountain Retreat will not pay for, budget for, or reimburse for beer, wine, hard liquor or beverages containing alcohol under any circumstances. This shall include ice, mixers, cups, and related sundries.

Club members, guests and visitors may provide alcoholic beverages to share with others of legal age at the club. There shall be no exchange of money, directly or indirectly for any beverage.

It is incumbent upon all persons consuming alcohol on Bare Mountain Retreat corporate grounds to do so responsibly. Those who abuse the privilege of consuming alcohol risk disciplinary action from the club. Local law enforcement may be notified if someone chooses to drive on public roadways when it is deemed that they have consumed too much and could put lives at risk.

ATTACHMENT 17

LIST OF APPROVED LEGISLATIVE MOTIONS AND BOARD CHANGES

APPROVED BY GENERAL MEMBERSHIP AND BOARD

The following is a list of legislative motions and other Board approved changes.

Motion #	Approval Date	Section Changed	Description
2022-23	9/16/23	Section 6	Clarify when medical personnel may be admitted to BMR
2022-22	9/16/23	Section 6	Deleted text referencing prospective card
2022-20	9/16/23	Section 4	Membership dues paragraph rewritten for clarity
2022-19	9/16/23	Section 4	Provides correct reference to Capital Improvements Projects
2022-18	9/16/23	Section 3	Require new members to sign written acknowledgement that they have read these Policies
2022-17	9/16/23	Section 3	Minutes of Executive Board session discussing a membership appeal
2022-16	1/14/23	Section 3	Delete text from the Application Procedure for Prospective Member section as not needed
2022-15	1/14/23	Section 3	Amend the text of the Application Procedure for Prospective Member to make text clearer and improve grammar
2022-13	1/14/23	Entire Policies	Amend the Policies everywhere the text “Bare Mountain Retreats” appears to read “Bare Mountain Retreat”
2022-12	1/14/23	Section 15	Shorten time to get legislative motions to members and voted on in a timely manner.
2022-11	1/14/23	Article IV, Section 5 of By-Laws	Update the By-Laws re required signatures on checks to reflect current banking principles utilizing electronic checking issued and maintained by the Treasurer. Delete the existing language in the By-Laws.
2022-10	10/15/22	Articles of Incorporation	Updates Article IV to list the new Registered Agent for Bare Mountain Retreat, Inc.

2022-09	10/15/22	Section 5	Adds provision to prorate dues for new members based on the month joined.
2022-07	10/15/22	Section 13	Adds clarification to Disciplinary Actions and adds new subsections A.7 and B.18
2022-05	10/15/22	Section 19	Adds new Section 19: By-Laws and Policy Manual Distribution requiring annual distribution of the By-Laws and Policy Manual by email and hardcopy.
2022-04	10/15/22	Section 8	Add new subsection re: Utility Trailer Storage
2022-02	10/15/22	Section 8	Provide garbage service to all members and guests
2022-01	7/23/22	Articles of Incorporation	Change name of corporation from Bare Mountain Retreat, Inc. to Bare Mountain Retreat, Inc.

2020	20-Oct	New Attachment 18	Protocol for Selling Improvements on Bare Mountain Leased Lots
2019 Legislative Motions Ballot for 01/11/20 General Meeting	1/11/20	Attachment 9: schedule of Dues & Fees (effective 01/01/20)	Approved membership dues increase to \$150 per person per year; increased leased lot fee with power to \$250 per year; increased leased lot fee without power to \$150 per year; and increased nightly fee for members that do not have a lot to \$10 per night.
2019-06	10/12/19	SECTION 8: USE OF BARE MOUNTAIN RETREAT AND FACILITIES, LEASED SITES	Move information about leased site fees from General Lease Requirements, page 9 to Leased Site Fee, page 11 to address fees and determine requirements for setting the annual leased site fee.

2019-05	7/27/19	SECTION 8: USE OF BARE MOUNTAIN RETREAT AND FACILITIES, LEASED SITE FEE, PAGE 11	Change voting requirement for leased site fee to match standard voting majority as used for all other club decisions.
2019-04	7/27/19	ATTACHMENT 2, Bare Mountain Retreat, Inc., Bare Mountain Retreat Lot Lease Agreement, Page 2. #11	Delete requirement to turn off electricity for the off-season at a lot holder's outlet.
2019-03	7/27/19	Application Procedure for a Prospective Member	Allow electronic versions of Bare Mountain Retreat Policies and Bare Mountain Retreat, Inc., Bylaws to be used by new members to ensure up-to-date information.
		Attachment 7: 2022 Lot Holder List	Updated 6/9/22
		Attachment 9: Schedule of Dues and Fees	Schedule of Dues and Fees effective January 2020

2019-02	1/12/19	Section 11: Committees: Trail Committee	Add TRAIL COMMITTEE to the list of club committees, empower the chairperson to approve or disapprove all additions of trails or alterations to existing trails, and authorize the chairperson to oversee trail expenditures.
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ATTACHMENT 18

Protocol for Selling Improvements on Bare Mountain Leased Lots

Note the following conditions:

- All lot holders are aware of the risk that the dollar amount of their investment may not be recuperated when selling improvements as the improvements are on leased property.
- The selling price of significant or permanent improvements cannot exceed the amount invested as Bare Mountain Retreat is a 501-c-7 non-profit corporation. A lot holder cannot benefit financially when selling improvements as a member of the corporation.
- Value shall be determined by verifiable receipts or reasonable depreciated replacement value.
- All lot holders must be members in good standing. Should membership lapse the improvements shall become property of Bare Mountain Retreat Inc.
- The Club shall grant lease holders whose membership is terminated 14 days to liquidate or with approval from the board, make arrangements for removal of the improvements.
- Improvements deemed permanent per Policy Manual cannot be removed.
- Other improvements considered significant include, but are not limited to the following: RVs, storage sheds, snow sheds, decks, or personal property. These items may be removed from the lot although removal may be difficult or inappropriate.
- Time is of the essence; the club shall not be responsible for members on the lot list who do not or cannot receive notification regarding available lots and improvements.
- Any lot holder that is leaving the club and needs to sell improvements, or desires another available lot on Bare Mountain shall notify the Land Chair or responsible person as soon as possible and include the selling price and terms, understanding that it is possible no one will purchase the improvements.
- Should a seller accept an offer or terms different than first communicated without the same offer or terms made to all others on the lot list, thus violating the integrity of the list, both members shall be subject to a “Major Offense” per Policy Manual.
- The club shall assume no responsibility if the seller does not receive payment in full for the improvements. A seller cannot obtain a new lot until the improvements have been paid for in full. In some cases, it may be necessary for the seller to accept alternate security, something other than the improvements on the lot to secure a sale that includes payments.
- Members that do not pay in full are subject to a “Major Offense” per policy manual.

Selling significant and permanent improvements:

- As soon as the Land Chair or responsible person is notified that a lot is available and there is an established price and terms for the improvements, those on the lot list will be notified.
- After 7 days, if there is no response to the Land Chair or responsible person the information will be sent again.
- If no one expresses interest after 2 notifications, the lot shall be offered to the entire membership for a period of 14 days. The first member to make a full price offer will obtain the lot and improvements.
- If there is no interest after 14 days the Land Chair or responsible person shall request a price reduction from the seller. The lot will be offered again as noted above.
- Interested parties shall notify the Land Chair or responsible person as soon as possible.
- All reduced offers or different terms received by the Land Chair or responsible person shall be communicated to the seller, if the offer and or terms are acceptable, the information shall be relayed to those on the lot list as noted above for first right of refusal. Then to the membership as noted above for first right of refusal.
- A member who moves to another lot and is unable to sell improvements shall pay lease fees on 2 lots, with the privilege of occupying only one lot. The club will reserve the right to re-lease on a temporary basis the vacated lot for the benefit of the club for one season. If after one season the improvements have not sold the improvements shall become the property of the club.
- Members with lots who do not renew membership and are unable to sell the improvements by April 30th as stated above shall relinquish all improvements to the Club.
- A member that leases a new lot shall return the signed lease and lease payment within 14 days.