

LARC/LMRR Agreement

AGREEMENT

- A. LMRR is the developer of a recreational resort located in Skagit County, Washington.
- B. LARC is desirous of establishing an agreement wherein LARC will operate a recreational club from the property owned by LMRR.
- C. The parties, desirous of improving LMRR's property and allowing for LARC's use of the same, are entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. LMRR will manage the property in Skagit County ("The Resort") consistent with the principles of AANR/AANR-NW and other naturist societies.
2. That LMRR gives LARC the status of, and LARC will formally become the "Club in Residence". While LARC is the Club in Residence, it should be guaranteed use of the Resort except as provided in paragraph 4.
3. Provided that LARC is not in breach of this Agreement, it will remain in force indefinitely or until such time that it is no longer viable.
4. LMRR may designate certain times for which portions of the grounds will not be available for clothing-optional recreation. Notification of the event, the portion of the grounds, which may not be available for clothing-optional recreation, and the duration of the event shall be provided to LARC no later than thirty (30)- days prior to the event.
5. LMRR recognizes LARC as a sole AANR/AANR-NW agent for persons wishing to join the AANR for use of the Resort during the duration of this Agreement.
6. To the extent available on-site, LMRR will provide/LARC business supplies and office support for the certifying officer ("CO") and the membership committee of LARC.
7. LMRR, in its sole discretion, shall determine the fees charged to LARC members for the right to use the Resort and shall notify the LARC Board by December 31st of the following year's fees. The fee, at LMRR's discretion, may be adjusted annually during the term of the Agreement or any extensions thereof.
8. LMRR shall maintain the Resort including the central activity areas, roads, utilities, and other facilities.
9. LMRR shall develop a check-in method to ensure that only persons whose dues are current may utilize the Resort.

10. LMRR will provide personnel resources for the following functions:
 - a) Arrange to coordinate activities for and with LARC's members and for guests of LMRR.
 - b) Market the Resort and solicitation of members for LARC.
 - c) When feasible, food service.
 - d) A gatekeeper.
11. In the event that LMRR does not allow a member of LARC the use of the Resort for non-monetary reason(s), the denial of the use of the Resort is subject to an appeal to a Joint Resolution Committee made up of LARC and LMRR, equally represented. In the event that the Joint Resolution Committee is unable to reach a majority decision concerning the appeal, then the decision of LMRR shall be final.
12. LMRR shall provide leases to individuals who wish to rent lots which will be consistent with this Agreement and also cover the following conditions:
 - (a) Maintenance requirements for all vehicles and the surrounding grounds at the Resort.
 - (b) Length of occupancy allowed.
 - (c) Type of vehicle and/or structures allowed.
 - (d) "Good neighbor" requirements.
13. In the event that LMRR elects to sell the Resort it shall first offer the Resort to LARC. If LARC and LMRR are unable to reach an agreement with respect to the purchase and sale of the Resort, LMRR may solicit outside offers. LARC shall have a first right of refusal to match any acceptable outside offers. LMRR shall provide LARC a copy of the acceptable offer after which LARC shall have ten (10) business days to exercise its first right of refusal. If LARC exercises the first right of refusal, it shall purchase the Resort at the same terms and conditions as was offered to LMRR
14. LMRR agrees to collect the fees due LARC and LMRR.
15. With respect to AANR/AANR-NW, LARC will give its proxies to LMRR to be voted as LMRR deems appropriate for the following schedule:
 - a) If AANR/AANR-NW allows one vote for every 100 members, LARC shall retain one vote with the remainder going to LMRR.
 - b) If AANR/AANR-NW allows one vote for every 51 to 1,000 members, then LMRR shall receive all of LARC's AANR/AANR-NW votes.
16. LARC shall provide the following activities:
 - a) Maintain internal social activity calendars separate from the events scheduled and managed by LMRR.
 - b) Maintain youth activities and associated functions.
 - c) Maintain a full member contract with AANR/AANR-NW.

- d) Provide timely information to LMRR on all relevant member relation situations within LARC.
- e) Promote harmonious relations within the club.

Section I

LARC and LMRR acknowledge that there will be yearly reviews of the following sections of the joint operating agreement, with each being subject to changes as a result of those reviews:

1. LMRR will review the charge for:
 - (a) Lot use fees.
 - (b) Right to use the grounds and facilities fees

2. Lot and Right to Use fee changes must be provided to LARC no later than December 31 of the previous year or the fee schedule for that previous year will remain in effect.

Section II

LARC has the right to challenge any visitors using the grounds and facilities as to their compliance with Section I of the Joint Operating Agreement, namely their acceptance of the guiding “principles of the AANR/AANR-NW and other naturist societies”. Any such challenges shall be made within the mechanisms as provided for in the Joint Operating Agreement, specifically, Sections 11 and 16d.

Lake Associates Recreation Club, Inc.

Bylaws

Article 1: Membership

- A1. Membership in The Club shall consist of two classes, namely; Full and Supporting.
- A2. All members shall have equal and full privileges, except that;
 - a) A full membership shall consist of single or couples paying for AANR, AANR-NW, LARC memberships and grounds fees are covered as well. Also included in this definition are full voting rights in the club.
 - b) To be eligible for nomination to an elective position, members are required to have been in full good standing in The Club for at least the immediate preceding twelve months.
 - c) A Supporting membership shall consist of single or couples paying for AANR, AANR-NW memberships, partial LARC dues with no voting rights and grounds fees must be paid at each visit.
 - d) Supporting members shall not have club voting privileges or be eligible to serve on The Board.
- A3. The dependent children, under 18 years of age, of members shall be included in the membership of their parent(s) or legal guardian(s).

B1. Application for Membership

- a) To be considered for membership in The Club, each applicant shall file with the Membership Committee:
 - 1) A completed screening form for the purpose of a criminal history search.
 - 2) Advance payment of the current initiation fee.
 - 3) A properly executed "Application for Membership"
- b) The applicant shall be accepted as a member of The Club upon:
 - 1) Approval of criminal history check by Board of Directors.
 - 2) Approval of the application by the Board of Directors
 - 3) Full payment of the current annual dues of The Club.

B2. The Board may at any regular meeting or at a special meeting called for that purpose as provided in the Bylaws, suspend or withdraw the membership of any member for:

- a) Non-payment of dues and/or financial obligations.
- b) Neglect or refusal to comply with the Bylaws, LARC/LMRR Agreement and Rules of Conduct.
- c) Being listed on the AANR Caution List.

B3. Any member whose membership is suspended or withdrawn as provided in section B2 above, may appeal the action as stated in Item #11 of the LARC/LMRR Agreement

B4. The member will remain off the grounds until the appeal is heard by the Joint Resolution Committee.

Article II: Meetings

Regular Meetings: The General Membership shall convene a Regular Meeting three times each year, in the months of March, June and September at a place designated by The Board. The meeting will be held at 1:30 P.M. on all three dates for the transaction of any business that may come before it.

- A1. Notice of said Regular Meeting shall be sent to each member Prior to said meeting.
- A2. All members residing within a 100 mile radius are expected to attend at least two of the three General Membership meetings held each year.
- A3. Each adult voting member, in good standing, attending the meeting shall be entitled to one vote on any issue.
- A4. The President, or President designate shall preside at all meetings.
- A5. The President shall appoint one person to act as Recording Secretary, if The Club Secretary is not present, and that person shall accurately and completely record all of the proceedings.
- A6. The order of business shall include a complete and accurate financial report.
- A7. The order of business at the June meeting shall include the nomination and election of a member to the board of directors of the AANR-NW and the nomination and election of the Delegate to the AANR Convention and to the-AANR-NW Convention. The General Membership shall elect another AANR-NW club to carry The Club proxy. The club so elected shall be considered an Alternate Delegate. See Item #15 of the LARC/LMRR Agreement.

- A8. The order of business at the September meeting shall include the nomination and election of Officers to fill those positions left by expiring terms of office on The Board, and the nomination and election of Alternate Directors. Of the seven elected positions on The Board, 1st VP, 3rd VP, Treasurer and Certifying Officer shall be elected to serve two year terms in even election years, and President, 2nd VP and Secretary shall be elected to serve two year terms in odd election years. All remaining, including Alternate Directors, shall serve one year terms.
- A9. All meetings shall be conducted in accordance Robert's Rules of Order, Revised.

Special Meetings: The Board may convene a Special Meeting of the General Membership at any time for the transaction of business essential to the well-being of The Club, provided that said business is of a nature which, if delayed until the date of the next scheduled Regular Meeting, might tend to impair the well-being of The Club.

- B1. Special Meetings shall be conducted as provided in Article II, Section A, of the Bylaws.
- B2. The Board shall convene a Special Meeting of the General Membership at any time, provided that:
- a) A petition over the signatures of 10% or 25 members in good standing, whichever is greater, shall have been filed with The Board stating the purpose of said meeting.
 - b) The Board shall send notice of said Special Meeting to the General Membership at least 10 days in advance of said meeting. Said notice shall include the purpose for which said meeting shall be convened.

Board Meetings: The Board of Directors shall convene a regular meeting at least once each month for the transaction of business that may come before it.

- C1. A quorum shall consist of four Directors or Alternate Directors. Any meeting lacking a quorum shall be rescheduled and each Director and Alternate Director shall be so notified.
- C2. The President, or President Designate, shall preside at all Board Meetings and shall conduct all meetings in compliance with the provisions published in Robert's Rules of Order, Revised.
- C3. The Secretary, or Secretary Designate for the meeting, shall record all proceedings of said meeting accurately and completely.
- C4. All meetings of The Board shall be open to all members as observers, and said observers may be granted the floor for the purpose of information, to present a petition or to present a report, except that The Board may retire into Executive Session to discuss matters the nature of which, if discussed in an open meeting, might tend to impair the well-being of The Club or its members. The Board reserves the right to hold its meetings off The Club grounds.
- C5. Before adjournment, the President shall announce the time and place of the next regular board meeting.

Special Board Meetings: The President may convene a Special Meeting of the Board of Directors at a time and place most convenient for all concerned to consider specific matters, should the need for expediency be determined. The President, or President Designate, shall notify all available directors that a Special Board meeting is to be convened. Said notice shall include the time and place and specific matters to be considered. Said notice may be delivered by mail, telephone, e-mail, in person or through a third party, as appropriate. Four affirmative votes are required to pass a motion at a Special Board Meeting.

Journal of Minutes: The Journal of Minutes shall be made available for inspection by any member in good standing upon written request.

Article III: Board of Directors

The Board shall collectively serve the General Membership as administrator of the Constitution and Bylaws of The Club and as the manager of the business and social affairs of The Club, its funds and property, to the best of its ability and in the best interests of The Club and its members.

- A1. The Board shall consist of the following officers - President, 1st Vice President, 2nd Vice President, 3rd Vice President, Secretary, Treasurer, and Certifying Officer. The order of succession shall be 1st Vice President, then 2nd Vice President, then 3rd Vice President, additionally two Alternate Directors shall be elected to fill any vacancies occurring on The Board. All positions shall be elected by the membership as individual Offices.
- A2. The sole and exclusive authority to disburse any funds of The Club for any purpose shall be vested in The Board at a Regular or Special Meeting, except as so ordered by the General Membership at a Regular or Special Meeting of the General Membership, and except as required to comply with the provisions of Article III and IV of the Constitution of The Club.
- A3. The sole and exclusive authority to incur any indebtedness in the name of The Club shall be reserved for the General Membership, and the approval of a proposal to incur said indebtedness shall require a two-thirds vote of the General Membership present at a Regular or Special General Membership Meeting.

- A4. The Board shall execute a Procedures Manual, detailing procedures of management and duties of appointees, and may amend and augment said manual as required in the best interest of The Club and its Members. The Procedures Manual shall in no way conflict with the provisions of the Constitution and Bylaws of The Club.
- A5. All purchases of materials, supplies, equipment, advertising, services, and goods, durable, perishable or expendable, shall be limited to those specifically authorized by The Board prior to purchase or contract to purchase, as detailed in the Procedures Manual.
- A6. The Board shall cause to be entered in a permanent Journal of Minutes, without exception, all actions take by The Board, and all reports submitted by appointees and committees, and all petitions received from members of The Club.

Article IV: Officers and Appointees

President

- A1. The President shall preside at all meetings of The Board and General Membership except that the President may designate another member to preside in his absence or while speaking from the floor.
- A2. The President shall certify all minutes of all meetings as correct and complete.
- A3. The President shall be an ex-officio member of all committees.
- A4. The President may take possession of all funds, documents, and/or other property of The Club in the possession of any appointee or member when, in the President's judgment the efficiency or will-being of The Club is in jeopardy, provided that he shall deliver said funds, documents, and/or property as received by the President, without additions or deletions, to The Board at its next Regular or Special Meeting.

- A5. At each Regular Meeting of the General Membership, the President shall present, as the First order of business after the opening ceremonies, a full report of the actions and proceedings of The Board which have transpired since the previous General Meeting, and shall cause said report to be filed in the Journal of Minutes of The Club.

Vice Presidents

- B1. Each Vice President, in order of succession, shall have such powers and duties as assigned to them, and in addition, shall exercise the functions, powers, duties and privileges of the President whenever the latter shall be prevented from acting.

Secretary

- C1. The Secretary shall be the custodian of the Journal of Minutes of The Club and shall have said Journal present at all meetings. The Journal of Minutes shall contain the full and complete copies of the minutes of The Board and General Membership meetings and their attachments for at least the preceding 12 months from the current meeting.
- C2. The Secretary shall record the proceedings of each meeting in full compliance with the rules and procedures as contained in Robert's Rules of Order, Revised, and the Bylaws and Procedures Manual of The Club, and shall certify said minutes as complete and correct, and shall cause the President to also so certify.

Treasurer

- D1. The Treasurer shall be the custodian of all funds and financial records of The Club and shall make said records available for inspection or audit by The Board or its designate(s) at all times, and further shall surrender all said funds and/or records to the President upon demand.

- D2. The Treasurer shall, at each Regular Meeting of The Board and of the General Membership, present a complete and accurate written report of all funds on hand, all receipts and expenditures, all funds held in trust, of all accounts receivable, and of all accounts payable.
- D3. The Treasurer shall maintain a system of accounts as detailed in the Procedures Manual.
- D4. The Treasurer shall receive and disburse all funds as detailed in the Procedures Manual.

Certifying Officer

- E1. The Certifying Officer shall be the custodian of all membership records and shall be the recipient of all funds paid to The Club as membership fees.
- E2. The Certifying Officer shall be a member of the Nominating Committee.
- E3. The Certifying Officer shall prepare a roster of the General Membership in good standing, segregated as "couples", "single men" and "single women". The Certifying Officer shall also list the "new members", "members dropped", and members reinstated", placing the expiration date of each membership opposite each members name.
- E4. The Certifying Officer shall forward copies of the monthly roster to all Board members and shall place one copy in the Certifying Officer's files.

Article V: Committees

- A1. All committees shall be appointed by The Board and shall serve at The Boards pleasure.
- A2. Each committee will report to The Board on its past, interim, and projected activities.

- A3. The authority of any committee to expend or contract to expend any funds of The Club shall require prior approval of the Board.

Membership Committee

- C1. The membership Committee shall promptly acknowledge all inquiries relative to membership, shall arrange for and hold interviews with persons requesting such interviews, and accept or reject membership applications. The Membership Committee shall present a written report of its actions to The Board at each Regular Board Meeting as outlined in the Procedures Manual.
- C2. It shall furnish a copy of and explain to each accepted new member The Constitution, Bylaws, Rules and Regulations, Customs and Traditions of The Club and its affiliates.
- C3. It shall meet regularly with the Public and Member Relations Committee to coordinate their mutual areas of interest in planning and promotional efforts.

Public and Member Relations Committee

- D1. The Public and Member Relations Committee shall conduct programs and projects designed to educate the general public in the principles and benefits of social nudism. It shall utilize newspapers, public displays, and other legitimate communication media to accomplish its objectives.
- D2. It shall coordinate the above activities and projects with the Membership Committee, with the objective of interesting desirable persons in becoming members of The Club.
- D3. It shall designate qualified and available members to serve as editor, publisher, and distributor of the monthly club newsletter.

- D4 It shall investigate any adverse or false publicity relative to The Club, and shall endeavor to correct any effects of said publicity.
- D5. It shall coordinate its activities with all other committees of The Club.

Social Activities Committee

- E1. The Social Activities Committee shall plan and supervise all social activities of The Club except that The Board may appoint any special committees to plan and supervise individual projects or events of a special nature.

Nominating Committee

- F1. The Nominating Committee shall consist of the Certifying Officer and three members of The Club other than members of The Board.
- F2. It shall, at least thirty days prior to an election, canvas the club roster and appraise itself of the available members eligible and willing to be candidates for elective positions.
- F3. It shall report its findings to The Board at the next regular meeting of The Board and shall cause its recommendations to be published to the General Membership at least ten days prior to the election, and it shall submit its report from the floor of the meeting in which the election is held.

Legislative Committee

- G1. The Legislative Committee shall periodically review The Constitution and By-laws of The Club.
- G2. The Board shall refer all proposals to amend the Constitution, Bylaws, Procedures Manual, and Rules and Regulations to the Legislative Committee.

- G3. The committee shall confer with the proposals of amendments and draw up the amendments in proper form and report its recommendations to The Board.
- G4. With approval of The Board, the Legislative Committee shall have the power to make housekeeping and grammatical corrections to the Bylaws. Such corrections or changes may not affect the meaning or intent of The Bylaws or its interaction with any other Bylaw or Procedure. If the suggested change is not approved unanimously it shall be referred to the General Membership for consideration as specified in Article VII.

Article VI: Nominations, Balloting and Elections

- A1. Nominations to fill expiring terms of office on The Board shall be made from the floor of the election meeting by the Nominating Committee and/or by any member. The balloting shall be by secret ballot, and each voting member present shall have one vote.
- A2. The candidates for positions as Directors receiving the greatest number of votes shall be declared as elected, and shall be installed as the last order of business before adjournment of the September General Membership meeting.
- A3. Nominations from the floor of the meeting for the two positions as Alternate Director shall be called for immediately following the election of directors. Balloting shall be by secret ballot, each voting member present having one vote, and the two candidates having the greatest number of votes shall be declared as elected. The person receiving the largest number of votes will be Alternate Number One and the person receiving the second largest number of votes will be Alternate Number Two. The alternate Directors shall be installed at the same time as the board members.
- A4. All individuals nominated for office must affirm their acceptance of the nomination.

Article VII: Amendments

- A1. The Bylaws may be amended by a two-thirds majority vote of the General Membership present of The Club, when lawfully assembled for that purpose.
- A2. Upon receipt of a report from the Legislative Committee that an amendment to these Bylaws has been proposed and processed as provided in Article V, Section G2 and G3 of the Bylaws, The Board shall cause a copy of said amendments to be distributed to each member eligible to vote at least ten days preceding the next regular General Membership Meeting with, if desired by the parties involved, a statement for, and a statement against said proposed amendment.
- A3. At the General Membership Meeting following the above stated referral, a motion to adopt the proposed and processed amendment(s) shall be in order, and if seconded shall be subject to the Rule of Main Motions as outlined in Robert's Rules of Order, Revised. Voting shall be by secret ballot of the voting members present. A two-thirds affirmative vote on the motion to adopt shall be required for the adoption of the amendment. The amendment shall become effective immediately if adopted.

Article VIII: Finances

- A1. A minimum balance of \$4,000.00 shall be maintained in liquid assets, which is to be used exclusively for emergencies that threaten the existence of The Club, i.e. lawsuits, unforeseen taxes, licenses, etc. The minimum balance shall be restored at the earliest possible time following the use of such funds.

Article IX:

Agreement with Lake McMurray Recreational Resort

All members of Lake Associates Recreation Club agree to be bound by the terms of the agreement with Lake McMurray Recreational Resort, hereinafter known as LMRR. The terms of the agreement shall take precedence over the Bylaws and Procedures of The Club.

Lake Associates Recreation Club, Inc.

Constitution

Preamble

We Believe:

In the essential wholesomeness of the human body and regard it neither as an object of shame nor as a subject for degrading exploitation.

That sun, light and air are vital to human life and well-being.

That exposure to these elements is desirable at such times and such places as are fitting and proper for this purpose.

We are entitled to enjoy the benefits of such exposure without interference, provided that we do not cause injury to our fellow citizens.

We have associated ourselves together for these purposes, to wit:

1. To foster and develop a spirit of good will, fraternal cooperation and harmony among our associates.
2. To assist in educating the general public, civil authorities, legislative officials and our associates in the principles of nudism and its benefits.

Article I: Name

The name of this club shall be “The Lake Associates Recreation Club, Inc.”, hereinafter referred to as “The Club” or “LARC”.

Article II: Membership

Membership in The Club may be awarded to persons of good character and habits, eighteen years of age or older, who embrace the principles of social nudism and The Club, and who pledge themselves to comply with this Constitution and Bylaws, the Rules and Regulations of The Club, its Customs and Traditions, the LARC/LMRR Agreement, Rules of Conduct and Park Rules.

Article III: Affiliations

- A 1: The Club shall maintain a Full Member Contract with The American Association for Nude Recreation hereinafter referred to as the “AANR”, and shall comply with those Bylaws, Rules and Regulations of the AANR which are applicable to The Club.
- A 2: All members of The Club shall maintain membership in the AANR.
- B 1: The Club shall be a member of the American Association for Nude Recreation-Northwest, hereinafter referred to as the AANR- NW.
- B 2: All members of The Club shall maintain membership in the AANR-NW.

Article IV: Administration and Management

- A 1: The administration and management of the business, social and the affairs, interests and property of The Club shall be vested in The Board of Directors, hereinafter referred to as “The Board”. The Board shall consist of seven Directors and Two Alternate Directors, all of whom shall be regular members of The Club in good standing for at least one year. The Directors and Alternate Directors shall be elected annually by the General Membership of The Club and shall serve terms as defined in the Bylaws of The Club.
- A 2: Vacancies, either temporary or permanent, in the seven director positions on The Board shall be filled by Alternate Directors. Vacancies in the two Alternate Director positions shall be filled by Presidential appointees. Members appointed to Alternate Director positions shall hold office only until the September General Membership Meeting.
- A 3: Eligibility to be elected or appointed as a Director or Alternate Director shall be limited to one member of any one family. A “family” shall consist of spouses, parents, offspring, and/or siblings.

- A 4: Individual Directors or Alternate Directors may be removed from their positions and replaced for reasonable cause by a four/sevenths majority vote of The Board, or by a majority vote of The General Membership of The Club when lawfully assembled for that purpose.
- A 5: The authority of any individual Director shall be limited to parliamentary privilege and that specifically delegated to said individual by the Bylaws of The Club.
- A 6: The Board shall establish a schedule of fees, including annual dues, event fees and other fees as may be required.
The Board may adjust, amend or augment said schedule by a four/sevenths majority vote of the Directors.
- A 7: The tenure of any president shall be limited to two consecutive terms.
- A 8: Any action of The Board may be rescinded by a majority vote of The General Membership of The Club when lawfully assembled for that purpose.

Article V: Amendments

This Constitution may be amended by a two-thirds majority of the General Membership of The Club, as provided in the Bylaws of The Club.