

ESCAPEES CO-OP OF NEVADA

Pair-A-Dice

5150 S. Oakridge Ave. Unit 2

Pahrump, NV 89048

BYLAWS

AS AMENDED

July 23, 2024

ESCAPEES CO-OP OF NEVADA, INC.
PAIR-A-DICE
5150 S. OAKRIDGE AVE. UNIT 2
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ARTICLE I

Name, Status & Purpose

SECTION 1. Name

- A.** The Corporation shall be known as the Escapees Co-op of Nevada, Inc., and shall be referred to herein as the "Co-op."
- B.** The Board of Directors shall be referred to herein as the "Board."

SECTION 2. Organizational Status

- A.** The Co-op is a nonprofit corporation organized under the laws of the United States 501 (c) (7) and the State of Nevada (81.410) to (81.540). No shares of stock will be issued.
- B.** Other than assessments; excess dues, and proceeds from lot usage fees, fines, interest, fees or other sources shall accrue to the Co-op for general operations. No part shall become a gain to any membership.
- C.** The principal office of the Co-op shall be located in Nye County, State of Nevada.
- D.** The Escapees Co-op of Nevada, Inc, is to consist of 92 mobile home sites, each to be approximately 5,600 square feet in size. The Co-op shall be maintained as an RV Park. So long as this park is used for the parking of recreational vehicles, each site is to be subdivided into two (2) lots of approximate equal size and facilities provided for the parking of one (1) RV unit on each section. (RV unit defined in ARTICLE II, SECTION 3, J)
- E.** The Co-op will not exclude any person on the basis of race, color, religion or marital status.
- F.** All Co-op business meetings shall be conducted by "Roberts Rules of Order" Newly Revised.

SECTION 3. Purpose

- A.** The Co-op is organized and operated for pleasure, recreation and other nonprofit purposes.
- B.** The Co-op shall have all the power, privileges and rights necessary and convenient to carry out the several purposes for which this Co-op was formed.

- C. To form a group of people based on the Escapees Club concept of "Sharing and Caring".
- D. Provide primitive parking area for visiting Escapees Club members.
- E. Each renter or visitor will receive a copy of specific Park rules.

ARTICLE II

Membership

SECTION 1. Definition

The term "Membership" as used herein is defined as follows:

- A. A Membership (See NRS 81.430), as confirmed by a Certificate, issued by the Escapees Co-op of Nevada, Inc., will be classified as the original membership which provides the use of a specific lot and shed, owned by the corporation, for the life of the membership.
- B. One or two adult members, 18 years or older, living in the same RV on a continuing basis who have entered into a membership agreement for one lot within the Co-op.
 - 1. Members do not have the right to obligate, transfer or bequeath said membership interest to anyone other than the Co-op.
- C. Any person, other than as described in ARTICLE II, SECTION 1, D, shall be designated as "visitors or guests" and shall be restricted by the Co-op's visitation limitations as specified in the Standing Park Rules.
- D. If a member obtains a new spouse or adult companion, the following rules apply.
 - 1. The member can have his/her new spouse/adult companion live with him/her in one RV indefinitely by signing a waiver agreement and filing it in the office records. In this case the new spouse/adult companion would have no claim to the life membership of the original member. The new spouse or adult companion is subject to all Bylaws and Standing Park Rules while living in the Co-op.
 - 2. In the event a new spouse/adult companion is also an original member, and relinquishes his/her membership to the Co-op, his/her original membership, if so desired, will be transferred to the new spouse/adult companion's membership, thereby ensuring his/her claim to the life membership of the original member.
 - 3. In the event a new spouse/adult companion is NOT an original member, the original member may add the new spouse/adult companion to their membership by providing a copy of a government issued certificate of marriage or certificate of Domestic Partnership, thereby ensuring his/her claim to the life membership of the original member. (Refer to Nevada Statutes 81.430 Par 4)

SECTION 2. Requirements for Membership

- A.** Must be a member in good standing of the Escapees Club.
- B.** Must agree to enter into a membership agreement with the Co-op.
- C.** Must sign and agree to abide by these Articles of Incorporation, Bylaws and Standing Park Rules of the Co-op.

SECTION 3. Responsibilities of Members

- A.** Members shall not attempt to impose personal preference upon others.
- B.** If a disagreement arises between members or member(s) and the Co-op, they should try to work out a compromise.
 - 1. Failing to accomplish the former, they must appeal to the Grievance Committee, which shall make a fair and impartial assessment of the problem.
 - 2. Either party may appeal the decision to the Board that will render an opinion. (See ARTICLE III, SECTION 4, E, 12)
 - 3. Members will exhaust the provisions of these Bylaws in the resolution of any disputes between themselves and the Co-op, and/or between themselves and another member involving the Co-op, prior to resorting to a source outside of the Co-op for a solution of their differences.
- C.** Members shall be encouraged to share knowledge, labor, and time toward the betterment of the Co-op, to the best of their abilities and/or capabilities without remuneration.
- D.** Members shall reimburse the Co-op for any willful or negligent acts or damages caused by themselves or their guests.
- E.** Members must obtain approval from appropriate committees prior to construction or landscaping on their lot.
- F.** Number and control of pets shall be governed by current Standing Park Rules. (See STANDING PARK RULES – SECTION II, A)
- G.** All documentation concerning membership shall be signed by all named persons on membership certificate.
- H.** Members shall conform with all applicable governmental laws, regulations, statutes and ordinances.
- I.** A member shall assure that a correct mailing address is on file with the Co-op. The Co-op shall not be liable for mail or other communications incorrectly delivered if this requirement is not met.
- J.** A member's RV unit may be a motor home, trailer, fifth wheel, camper, mini-van, park model or tent trailer. All units must be self-contained except park models. All units must be currently licensed by a DMV or registered with the Nye County Assessor.

- K. Members must pay all assessments, fees and fines, as scheduled, or make satisfactory arrangements to do so.

SECTION 4. Rights and Privileges of Members

- A. Members have the right to vote, having one (1) vote per membership, provided all monetary obligations to the Co-op are satisfied. In the event that two members of a membership are serving together on any committee the membership shall be limited to one vote between them on any vote taken by the committee.
1. Provisions shall be made for voting by mail.
- B. Any member, whose membership has been recommended for termination by the Appeals Board, has the right to appeal to the membership.
1. Appeal must be written and delivered to the Board within thirty (30) days of notice of member's recommended termination.
 2. The Board will initiate appeals process within five (5) days of receiving an appeal.
 3. A two-thirds (2/3) vote of the memberships will determine either termination or approval of the appeal. (See ARTICLE II, SECTION 8, B, 1, a)
- C. Members may, at their own expense, petition to change the Bylaws and Standing Park Rules. (See ARTICLE VII, SECTION 2).
- D. Members may attend membership meetings and meetings of the Board, excluding executive sessions.
- E. Minutes and financial reports from the Fall General Membership meeting shall be available to the entire membership.
1. Regular Board meeting minutes shall be posted at the Co-op after Board approval.
 2. Members may request, in writing, minutes or financial reports at their own expense.
- F. Members may file written suggestions regarding the Co-op to the Board on condition they are signed, dated, and include their lot numbers. The Board will respond to the suggestion verbally or in writing, as a courtesy, to the member making the suggestion at the next Board meeting.
- G. Members will receive a certificate of membership upon meeting all membership requirements and paying all monies required. (See ARTICLE II, SECTION 2, A, B and C)
- H. Memberships have the right to vote for all assessments.
1. Any assessment shall be equally divided among the memberships.
 2. Any assessment shall require approval of two-thirds (2/3) of the ballots cast.
 3. Any assessment money not used for its designated purpose must be returned equally to the memberships.

4. Assessments shall become part of the membership's equity.
5. An assessment is the amount of money required from the membership for a specific capital improvement that is equally shared by members of the Park. A capital improvement is defined as a new item purchased for the Corporation which has a useful life of more than one year.

- I. Members may have non-Escapees Club guests stay in the park provided the member is also present. Guests will be subject to all rules. (See STANDING PARK RULES)

SECTION 5. Termination of Membership

A. Voluntary Termination

1. Members may terminate their memberships at any time, without reason.
2. Upon the death of both members of a membership, proceeds from membership transfer shall accrue to their estate(s). Only the relative, executor, or designated representative shall be permitted to stay in the RV for up to five (5) days, unless more time approved by the Park Board.
3. Compensation will include at the time of resale:
 - a. Initial investment in membership.
 - b. Capital improvements of shed and lot provided they had prior approval of appropriate committees.
 - c. Assessments.
 - d. Prorated portion of annual dues.
 - e. Deductions from compensation:
 - 1) Any fees, fines or assessments that are in arrears.
 - 2) Any damages to Co-op property by member or their guest.

B. Involuntary Termination shall begin:

1. When any membership is sixty (60) days in arrears of previously arranged payment of fees, fines, or assessments, it shall be subject to being recommended for termination, with recourse to appeal. (See ARTICLE II, SECTION 7)
2. When any member repeatedly disregards or refuses to comply with the provisions of these Bylaws, State of Nevada NRS (81.410) through (81.540) and/or Standing Park Rules, they shall be subject to recommendation for termination of membership. (See ARTICLE II, SECTION 7)

SECTION 6. Involuntary Termination Responsibilities

- A. The Co-op and the Board shall protect the rights of all members. Should the action of a membership be so offensive that it disrupts the peaceful enjoyment of the park, such shall be a just cause for recommendation for termination.
- B. Each committee and the Board shall keep complete written records of any and all such proceedings and actions. These original records are to be filed in a designated restricted office file and a copy in the member's file.

- C. Nothing herein written or implied shall deny the offending member due process of law.
- D. Members shall be entitled to enlist the services of any member of the Co-op to assist them in the preparation of their rebuttal to any charges brought against them. However, the member so chosen shall have no voice in the proceedings, acting as an advisor only.

SECTION 7. Involuntary Termination Procedure

- A. A grievance against a member shall be in writing, signed, and shall be submitted to the Grievance Committee.
- B. The Grievance Committee shall work with the offending member in an attempt to find a satisfactory solution to the problem. When the Grievance Committee has exhausted all avenues of settlement, it shall notify the Board in writing of its findings.
 - 1. The offending member will be notified in writing by the Grievance Committee of its decision.
- C. Upon receipt of the recommendation from the Grievance Committee, the Board shall act as soon as possible, and no later than twenty (20) days. If the Board determines that grounds exist for recommendation of termination, then a hearing shall be held; otherwise no hearing is necessary.
 - 1. The Board shall invite the offending member or members to appear before it to answer written detailed charges.
 - 2. The charges must have been supplied to the offending member at least ten (10) days prior to the hearing.
 - 3. The membership so summoned may reply either orally or in writing.
 - 4. Upon refusal to appear or to reply in writing, the membership shall be notified in writing, by certified mail, that the charges will be submitted to an Appeals Board.
 - 5. The offending member(s) may end these proceedings by admitting to the charges and accepting the decision of the Board.
- D. If the Board renders an opinion for continuation of the termination, the Board shall begin the formation of an Appeals Board within fifteen (15) days.
- E. Selection of an Appeals Board in the event the Board recommends termination
 - 1. Recommended terminated membership shall select one (1) Co-op member.
 - 2. Board of Directors shall select one (1) Co-op member.
 - a. No Board member, or his/her spouse or companion may serve on the Appeals Board.
 - 3. These two (2) Appeals Board members shall select a third Co-op member to form a three-member Appeals Board.
- F. The Appeals Board, after selection, may meet with the offending member in an attempt to find a settlement to the problem(s) by fact finding and by communications with the Board of Directors.

1. The decision of the appeals Board shall be in writing, and shall be delivered to the offending member and to the Board of Directors.
2. The offending member may end these proceedings by admitting to the charges in writing and accepting the decision of the Appeals Board, within fifteen (15) days of receipt.

G. The Grievance Committee, the Appeals Board, or the Board of Directors may grant probation to the offending membership at any step in these proceedings, thus putting the termination procedure in abeyance.

1. Failure by the offending membership to follow conditions of the probation will activate the termination procedure at the point in the proceedings at which probation was granted.

H. Should the offending member refuse the appeals process, or should the Appeals Board rule in favor of the recommended termination, the Board of Directors shall instruct the Election Committee to prepare a vote by mail ballot.

SECTION 8. The Election Committee, which shall have the sole authority to conduct the termination balloting, shall:

- A.** Prepare and deliver a secret ballot (See ARTICLE VII, SECTION 3, A) to all eligible members that shall:
1. State reason(s) for recommended termination.
 2. State procedures that have been followed to avoid termination.
 3. State deadline for the ballots to be received at the Co-op.
 4. Designate space for marking the ballot:
 - a. For termination.
 - b. Against termination.
- B.** Count the ballots.
1. Only the ballots marked for or against shall be counted.
 - a. A two-thirds (2/3) vote of the voting memberships shall be required to sustain the recommendation for termination.
 2. The Election Committee shall immediately notify, in writing the Board of Directors and all committees involved, of the result of the termination vote.

SECTION 9. The Board shall notify the offending member(s) in writing, sent by certified mail, the result of the vote.

- A.** Should the vote be against termination the member shall be absolved without prejudice or malice.
- B.** Should the vote be for termination, the terminated member must remove all possessions from shed and vacate the premises within seventy-two (72) hours, at which time the terminated member shall be compensated.

SECTION 10. Compensation for involuntary termination of membership shall include:

- A.** All applicable items listed in ARTICLE II, SECTION 5, A, 3, a through e.
 - 1. Said payment will be presented to terminated member upon departure from the Co-op provided the premises are vacated within seventy-two (72) hours.
 - 2. Should the terminated membership refuse to vacate, the Board of Directors shall seek legal assistance. (Cost of eviction proceedings shall accrue against the terminated membership.)

SECTION 11. Meetings of the Membership

- A.** A quorum must be in attendance to transact business.
- B.** A quorum consists of a simple majority of all memberships eligible to vote.
- C.** Time, date and place of the Fall General Membership meeting shall be determined by the Board and delivered to the membership not less than forty-five (45) days before the meeting.
- D.** Meeting notice is deemed delivered when hand delivered or deposited in the U.S. Post Office.
 - 1. Notices will be hand delivered to members who are in the park at the time the ballots are to be distributed. Members must sign that they have received their notice.
 - 2. Notices undeliverable by hand will be sent by United States mail to the membership's mailing address of record. (See ARTICLE II, SECTION 3, 1) Mailing shall be verified by at least one Election Committee member and at least one Board member.
- E.** At any time a motion from the floor requesting a vote by secret ballot on an issue is made, it shall be honored by the Chair.
- F.** Vote by mail from the membership will delete nominations from the floor.
- G.** All committees shall submit a written report at the annual meeting.

**ARTICLE III
Government**

SECTION 1. Composition of the Governing Board

- A.** The Board of Directors shall consist of nine (9) members of the Corporation elected by the membership at November's meeting. Three (3) members shall be elected each year.
 - 1. The three (3) nominees with the highest vote count will serve for a three (3) year term.
 - 2. The next needed nominee(s) with the next highest vote count will serve for a two (2) year term.
 - 3. The next needed nominee(s) with the highest vote count will serve for a one (1) year term.

- B.** Terms of office shall be for three (3) years, with no more than two (2) consecutive terms. Directors shall serve until their successors have been elected or appointed.
- C.** Co-members shall not serve on the Board at the same time.
- D.** A member may be elected or appointed to the Board of Directors only after a period of two (2) years absence from the Board. Members filling a vacancy of less than three (3) years occurring in a vacated Board member's term shall not be subject to the two (2) years absence rule, and if elected or appointed at the next meeting may fill a subsequent full term, after which the two (2) year rule shall apply.
- E.** Termination of a Board Member shall be by:
 - 1. Resignation.
 - 2. Removal for just cause by a unanimous vote of the other eight (8) members of the Board.
 - 3. Recall election:
 - a. Instituted by petitions signed by thirty (30) percent of the eligible memberships.
 - b. Requires two-thirds (2/3) approval of the entire eligible memberships voting.
 - c. A recalled/removed member from the Board of Directors may be nominated for the Board two (2) years after their removal by the recall.
- F.** Any vacancy on the Board occurring between elections will be filled in the following manner:
 - 1. From the previous election, the next two (2) candidates finishing after those elected will be appointed to complete the vacated term of office, if willing, in the order of their finish.
 - 2. In the event this list has been duly processed, any Board vacancy/vacancies shall be filled from a list submitted by a nominating committee of three (3) members appointed by the President to recommend candidate(s) to fill the vacancy and serve until the next Fall General Election meeting. This process shall be completed in forty-five (45) working days after the vacancy(ies) and the new member(s) shall be seated at the following Board meeting.
- G.** Should the entire Board resign or be removed, the members in residence shall elect an interim Board to serve until the Fall General Election meeting, at which time:
 - 1. The three (3) candidates with the highest vote count will serve a three (3) year term.
 - 2. The next three (3) candidates will serve a two (2) year term.
 - 3. The third three (3) candidates will serve a one (1) year term.
- H.** Directors shall serve without compensation.

SECTION 2. Nomination and election of the Board

A. Board Nominees

- 1. Each must be a member in good standing and accept the nomination in writing.

2. May be nominated by self or by another member.
 3. Shall submit a written resume of no more than 200 words, which shall be submitted to the membership with the ballots.
 4. Shall be required to sign and submit the Escapees Co-op of Nevada Directors Oath of Office and Code of Ethics and Conduct document contained in Appendix A of these By Laws.
 5. All of the above must be submitted to the Election Committee at least sixty (60) days prior to election.
- B. An Election and Balloting Committee consisting of five (5) or more Co-op members, in good standing, shall be approved by the Board. This Committee shall have the sole authority to conduct balloting for Board elections.**
- a. Duties of the Election Committee
 - i. Prior to the election
 1. Obtain a slate of nominees.
 2. Submit an alphabetized ballot and nominee resumes for transmittal to membership at least sixty (60) days prior to election date. Ballots will list all nominees. Ballots may be hand delivered to members who are currently in the park at the time the ballots are distributed. Members must sign that they have received their ballot. Ballots undeliverable by hand will be mailed.
 3. Ballot, either by mail or in person must be deposited in a sealed container at least twenty-four (24) hours prior to date of Fall General Election and Membership meeting.
 4. Members must follow all instructions of Election Committee in order for their vote to be valid.
 - ii. During the election process
 1. Be responsible for counting of the ballots the day before the Fall General Election and Membership meeting in the presence of at least two (2) impartial observers.
 2. Each candidate and Board Member will be advised verbally of result of the election as soon as possible after the ballots are counted. The election committee shall not divulge any results of the vote to any other Co-op member.
 3. Submit election results to the Board the morning of the Fall General Election and Membership meeting in writing.
 - iii. Handle mailing, verification and counting of ballots for all those voting. No current Board Members shall be permitted in the counting.

C. In case of a tie vote

1. A secret written ballot of members present shall be conducted.
2. A majority vote shall prevail.

SECTION 3. Officers of the Board

- A. Officer of the Board shall be a President, Vice-President, Secretary and Treasurer. Officers shall be elected by the Board from its members in closed session immediately after the annual election, and shall remain in office until their successors have been elected. No Board member**

shall be elected to more than one office. The results of this election will be announced to the membership as soon as they are determined.

- B.** If none of the directors are qualified or there are no directors who desire to fulfill the office of Treasurer, a Treasurer may be selected by the Board from the membership. A member so selected shall be an ex-officio member of the Board, with voice but without vote.
- C.** A Recording Secretary may be selected by the Board from the membership to perform the functions of taking minutes and making records of actions at meetings of the Board. Recording Secretary so selected shall be an ex-officio member of the Board, without voice or vote.
- D.** The term of office for officers shall be for one year, but an officer may be re-elected for an additional one-year term.

SECTION 4. Duties and responsibilities of the Board and its Officers

A. The President shall:

- 1. Be the Chief Executive Officer of the Board.
- 2. Preside at all Board and Membership meetings.
- 3. Act as liaison between managers of the Park and the Board.
- 4. Sign and deliver documents in the name of the Co-op.
- 5. Be responsible for all records regarding memberships.

B. The Vice-President shall:

- 1. Perform presidential duties if the President is absent, unable, or unwilling to act.
- 2. Have all the powers and restrictions of the President when acting as President.
- 3. Perform other duties as assigned by the Board.

C. The Secretary shall:

- 1. Be responsible for:
 - a. Issuing certificates of membership.
 - b. The minutes and records of all meetings.
 - c. All official Co-op records, other than financial.
 - d. The posting of approved minutes of Board meeting (excluding executive session minutes.)
- 2. When authorized, attest, see, execute and deliver documents for the Co-op.
- 3. Record Fall General Membership meeting minutes.
 - a. Post approved minutes.
 - b. Deliver approved minutes to the members within thirty (30) days of such meetings.
- 4. Deliver a list of Officers to the Secretary of State of Nevada yearly as required by law.

D. The Treasurer shall:

1. Be responsible for all monies of the Co-op.
2. Ensure that correct and complete records conforming to standard accounting practices are kept.
3. Ensure preparation of yearly financial statement to be presented to the membership at the Fall General Membership meeting.
4. Present a monthly financial statement to the Board.
5. Ensure the books are maintained under the supervision of a qualified person or firm.

E. The Board shall:

1. Consist of a quorum of five (5) members present to conduct business.
2. Be responsible for:
 - a. Designation of at least two (2) Board members to issue Co-op checks.
 - b. Obtain bonding for Officers, employees, and signatory as needed.
 - c. Obtain property, casualty, crime coverage (bonding), liability, and Directors' and Officers' indemnification insurance.
 - d. Prepare and adopt a budget for presentation to the Fall General Election and Membership meeting that justifies yearly dues.
 - e. Prepare and distribute to all members a proposed agenda, forty-five (45) days in advance of any General Membership meeting.
3. Appoint a Standing Audit Committee:
 - a. Of three (3) or more members from the Co-op, qualified and willing, to audit the books for the next calendar year.
 - b. Of which no member or ex-officio member of the Board may serve.
 - c. If there are no members of the Co-op qualified or willing to perform an audit, the Board shall engage the services of a Certified Public Accountant for this purpose. In any event a Certified Public Accountant shall conduct an audit every five (5) years.
 - d. The new Board shall appoint a Standing Audit Committee after the Fall General Membership meeting. The Committee's work would start at the beginning of the calendar year following appointment with a report to be given at the next Fall General Membership meeting.
4. Hire a Manager and Assistant Manager to administer the applicable business affairs of the Co-op pursuant to the Bylaws, Standing Park Rules, and at the Board President's directions.
 - a. The Board shall negotiate reimbursement to the Manager/Assistant Manager by an employment agreement.
 - b. Any paid Escapee Pair-A-Dice employee shall not serve on any committee or as a Park Board member.
5. Establish a Standing Bylaws and a Standing Park Rules Committee, which shall:
 - a. Serve as a resource to the Board, committees and members on questions relating to Co-op Bylaws and Standing Park Rules.
 - b. Possess the right to originate amendment proposals.
 - c. Review all submitted Bylaws and Standing Park Rules amendment proposals.
 - d. Edit all amendment proposals for composition and consolidate similar amendments for joint proposal subject to acceptance by the proposal originator(s)

- e. Ensure all amendment proposals are consistent with other Bylaw provisions and in compliance with applicable federal, state and local statutes.
 - f. Prepare “ballot-ready” amendment proposals, which may include recommendations for action, if any.
 - g. Submit “ballot-ready” amendment proposals to the Board for review and submission to the Election Committee for a vote of the membership.
6. Establish a Standing Budget Advisory Committee, which shall:
- a. Serve as a resource to the Board, committees and members on questions relating to Co-op Budget.
 - b. Work with the Board Treasurer and other Board Members to prepare and submit an Annual Budget which will anticipate the expenses for the operations and maintenance of the Co-op.
 - c. Review budget requests and reports from the Standing Committees and compile a list of any possible improvements to, or necessary maintenance needs of, the Co-op property and establish the priorities for these items, making sure that the estimated cost for these items are included in the submitted budget.
 - d. Review the Reserve Study to factor in long range priorities within the budgeting process.
 - e. Determine the Annual Maintenance Fee for the upcoming business year and submit their Annual Budget recommendations to the full Board by the September open board meeting. Any changes, if needed, will be brought to the October open board meeting for final approval. The committee will then immediately arrange for the proposed Annual Budget to be sent by any electronic means to the membership for their information at the Annual Membership Meeting.
 - f. Meet at least once a quarter to review the current budget and make any recommendations and to assist with the formulation of the next year’s budget.
7. Establish the following Standing Committees: Appraisal, Election, Grievance, Lot Improvement and others as needed, which shall report to the Board.
- a. Each committee shall submit member list and committee procedures yearly, should there be any changes, to the Board within 30 days following the Fall membership meeting. The Board shall evaluate, amend as needed and approve the committee procedures. One approved copy shall be retained in the office and one copy shall be returned to the current year’s committee chairperson.
 - b. The Board shall provide a liaison Board member to any committee that requests one.
8. Conduct Board meetings, as follows:
- a. Any instance in which a quorum of the Board of Directors is present and any topic involving the business of the Co-op is discussed, or any action involving the business of the Co-op may be taken, is considered an official meeting of the Board. There are only two types of meetings of the Board, “open” meetings, during which members of Co-op are allowed to attend, and Executive Meetings as set forth below, during which members of the Co-op are not allowed to attend unless specifically summoned pursuant to the purpose of the Executive Meeting.
 - b. Set time, date and place of meeting as follows:
 - 1) Fall General Membership meeting.
 - 2) At least two (2) other scheduled open Board meetings.

- 3) Any Special meeting requested by a Board member, or by thirty percent (30%) of the eligible memberships.
 - c. Call executive meetings for specific, sensitive and confidential subject matters as required. Discussions and actions taken in closed, Executive meetings of the Board shall be limited to employment or employee related issues, discipline or violation issues specific to a single member of the Co-op, or sensitive legal matters.
 - d. Post notice at Co-op forty-eight (48) hours prior to all regular Board meetings.
 - 1) Meeting Notices shall be posted on an Official Notice Board outside of the office of the Co-op and on an Official Notice Board inside of the Clubhouse.
• Notice of meetings shall also be made through Co-op email systems, social media, and any other electronic means under the control of the Co-op.
 - 2) All meeting notices shall include information regarding the date, time and location of the meeting, and a proposed agenda or a statement regarding the purpose of the meeting. In the case of a closed, Executive meeting the topic may be stated in general terms, such as “employee matter,” “member discipline”, or “legal issue.”
 - 3) The 48-hour notice requirement may be waived in the event of an emergency which requires the Board to meet and take immediate action to address an imminent health, safety, or environmental issue. However, the Board shall still notify the membership of the meeting in advance as required in Subsection 2) above, shall conduct the meeting as an open meeting, and shall ensure that recordings of the meeting are made available to the membership within 72 hours following the meeting.
9. Negotiate and make decisions concerning the business affairs of the Co-op.
10. Determine and make policies for the operation of the Co-op within the rules of the Bylaws.
- a. A “fee” as used herein is a payment levied by the Board, and billed only to those members to which it applies. A fee shall not be a part of the membership’s investment.
 - b. A “fine” as used herein is a payment levied upon the member by the Board for failure to make timely payments or for a violation of the Bylaws or Standing Park Rules.
 - c. A fee required to satisfy legal demands shall be determined and imposed by the Board.
 - 1) Fines levied shall be used for general operations of the Co-op.
 - 2) Failure to pay designated fine(s) shall incur a lien against their membership.
(See ARTICLE II, SECTION 5, A, 3)
11. Proposed amendments or additions to these Bylaws shall be referred to the appropriate committee and then be resubmitted to the Board for submission to the Election Committee for a majority vote of the membership for approval. (See ARTICLE VII, SECTION 3, A, B and C)
12. Approve all expenditures of the Co-op in excess of one hundred fifty dollars (\$150.00) excepting regular monthly expenses and expenditures documented as a specific line item in the current Annual Budget of the Co-op. All such expenditures shall be documented on a Purchase Request Form.
- a. Purchase Requests for urgent unforeseen expenditures of more than one hundred fifty dollars (\$150), but less than three hundred fifty dollars (\$350) may be approved outside of a meeting of the Board so long as no fewer than five (5) Board Members

- either sign the Purchase Request or, if out of the park, provide an email certification of their approval to the Co-op office. ALL Board Members shall be notified of the pending expenditure request. Those not in the park shall be notified by telephone, email or other electronic means and given the opportunity to vote for or against the expenditure. In such cases the expenditure(s) must be presented to the membership at the next open Board meeting and ratified by the Board at such meeting.
- b. Any expenditure of three hundred fifty dollars (\$350) or more MUST be presented at an open meeting of the Board and approved by the Board at such meeting. In the event the immediate approval of such an expenditure is required to address an urgent health, safety or environmental emergency, a majority of the Board may approve it in an emergency open meeting of the Board. Such emergency meeting shall be noticed as required in these By Laws.
13. Exclude any Board member's involvement and vote on issues personally involving that Director, spouse or companion.
- a. Exclude any Board Member or a Board member's spouse or companion from serving on the Grievance Committee or the Election Committee.
14. A transition team shall be formed after the Fall General Election and Membership meeting for the purpose of providing an orderly transfer of all records and documents pertaining to the Co-op.
- a. The team shall be made up of all incoming and outgoing members.
 - b. The transition procedures shall be completed before the next regular Board meeting.
15. Establish and maintain a Dedicated Fund Account. It shall be reviewed annually to establish contribution necessary to defray costs to repair, replace, or maintain the assets stipulated in the Dedicated Fund document. Dedicated funds are not to be expended for any other purpose other than that for which they are established.

ARTICLE IV

Activities

SECTION 1. Restrictions

Notwithstanding any other provisions of these Bylaws, the Co-op shall not:

- A.** Carry on any activity not permitted by a nonprofit corporation exempt from Federal Income Tax and under Section 501 (c) 7 of the Internal Revenue Code NRS 81.410 through 81.540 or corresponding section of any future tax code.
- B.** Participate in, nor intervene in, any political activity.
- C.** Encourage or promote any sect, religion or belief over another in act or deed.
- D.** Deleted (10/12/17)
- E.** Engage in any activities not specifically designated in these Bylaws without first obtaining Board approval.

ARTICLE V
Individual Lots

SECTION 1. Lot Rental Use

- A.** A member must sign a lot use agreement in order to place his/her lot to rent to visitors. Refer to Lot Use Agreement for details.
 - 1. Income from lot rental, shall be shared as follows:
 - a. One Hundred (100) percent to the Co-op for operating expenses.
 - 2. Lot rental fees shall be set by the Board.
- B.** Damage to a lot shall be the responsibility of user, who shall reimburse Co-op for damages.
- C.** Members shall not enter into any private lot use agreements.
- D.** A member's lot shall not be placed in the rental pool if:
 - 1. Electricity is in use in shed or for auto-sprinkler systems.
 - 2. Parking strip is obstructed.
 - 3. Restrictions are placed on lot use.

ARTICLE VI
Indemnification

SECTION 1. Claims and Liabilities

Each Board member, Manager and Assistant of the Co-op shall be indemnified against any and all claims and liabilities to which he or she has or may become subject.

- A.** By reason of serving or having served as such.
- B.** By reason of any action alleged to have been taken, omitted or neglected by them.

SECTION 2. Disclaimer

No person shall be indemnified against, nor be reimbursed for, any expense incurred in connection with any claim or liability arising out of his/her own willful misconduct or gross negligence.

SECTION 3. Payments

Indemnification to any Board member, Manager or appointee shall not exceed his/her reasonable and necessary expenses incurred in connection with the matter involved.

ARTICLE VII
Adoption and Amendment of these Bylaws and Standing Park Rules

SECTION 1. Adoption

- A.** These Bylaws and Standing Park Rules, having been adopted, a dated copy must be given to each membership.
- B.** Prior to receiving an assigned lot, the member(s) shall sign a statement that:
 - 1. They have read and understand these Bylaws and Standing Park Rules.
 - 2. They will comply with these Bylaws and Standing Park Rules.

SECTION 2. Amendments or Additions

- A.** A request for change or addition to these Bylaws or Standing Park Rules, (if not from the Board of Directors), must be presented to the Board in the form of a petition signed by at least twenty (20) percent of the eligible memberships, which shall then be referred to the Bylaws or Standing Park Rules Committee.
 - 1. Upon presentation, the Bylaws or Standing Park Rules Committee shall take action on the petition within thirty (30) days and submit the proposed amendment to the Election Committee via the Board. (See ARTICLE III, SECTION 4, E, 10.)
- B.** Petitions shall comply with the following requirements:
 - 1. A check, covering the expense of printing and mailing as determined by the Board shall accompany petition.
 - 2. In the event the membership adopts Bylaw/Standing Park Rules change(s), monies will be refunded.
- C.** Any ballot issue submitted to the Election committee for approval of the membership must be accompanied by a written explanation of 100 words or less.
- D.** The Board of Directors may direct the Corporate Board of Director's Secretary to correct specific typographical (Formatting, spelling, spacing) errors in the Bylaws and Standing Park Rules documents. The Board of Directors and the relevant governing document (Bylaws, Standing Park Rules) committee must each certify in writing that the corrections will not alter the meaning or intent of the Bylaws or Standing Park Rules. They must also sign an agreement paper stating that both the proper committee and the Board of Directors agree on the change or changes.

SECTION 3. Approval Process

- A.** The Election Committee shall handle preparation and distribution of ballot materials according to approved procedures. All solicitations for votes by written ballot in lieu of a meeting shall conform to NRS 82-326. The Election Committee:

1. Shall have the sole authority to conduct the balloting.
2. Shall prepare a secret ballot and cause the ballot and a return envelope to be delivered to all members.
 - a. Ballot materials may be hand delivered to members who are in the park at the time the ballots are to be distributed. Members must sign that they have received their ballot.
 - b. Ballot materials undeliverable by hand will be sent by United States mail to the membership's mailing address of record. (See ARTICLE II, SECTION 3, 1) Mailing shall be verified by at least one Election Committee member and at least one Board member.
3. Shall submit the ballot measures to the membership within ten (10) days of receipt of voting materials from the Board. Ballot materials shall be made available to the membership at least sixty (60) days prior to voting deadlines.

B. Amendment approval requirements shall be as follows:

1. Bylaws amendments require an affirmative vote by a majority of the memberships entitled to vote. (See ARTICLE II, SECTION 4, A and NRS 81.470 (2))
2. Standing Park Rules amendments require an affirmative vote by at least two-thirds (2/3) of the votes cast.

C. Bylaw amendments shall not be effective and in force until copied to the Co-op's Book of Bylaws. The Book of Bylaws will be available for inspection in the Park office. (See NRS 81.470 (3))

SECTION 4. Denial

A defeated requested amendment or addition to Bylaws or Standing Park Rules may not be resubmitted prior to one (1) calendar year following date of denial.

ARTICLE VIII Waiting List

SECTION 1. Waiting List

A. Co-op Waiting List:

1. The purpose of maintaining a waiting list is to assure Co-op members a prompt turnover in the event of termination of a membership, voluntary or involuntary.
2. Applicants shall have their names entered on a waiting list by sending their name(s), Escapees Club membership number, a non-refundable administrative fee, and a money deposit to the Park. The amount of the fee and the refundable earnest money requirement will be determined by the Board. The additional sum required for a specific lot is due and payable when specified by the Board.
3. Monies will be held in an interest-bearing account from which refunds will be made, without interest, upon receipt of a request signed by those applicants affected.

4. When the member's name reaches the top of the Waiting List, and a membership becomes available, he/she will be contacted by the office.
5. A separate non-refundable deposit, determined by the Board, is required for administrative purposes.

ARTICLE IX Lot Transfer

SECTION 1. Lot Transfers

- A. The membership requesting a lot transfer shall provide the office with a telephone number where they can be reached. If not at that telephone number, it shall be their responsibility to keep the office informed.
- B. If more than one membership desires a specific lot, the selection will be decided by date of request on file. Any member may have a maximum of only three (3) active lot transfer requests at any time.
- C. Upon transfer of a membership agreement from voluntary or involuntary termination of membership, or a membership transfer to a new membership, the Board shall impose a membership transfer fee of fifty (\$50.00) dollars. Such a fee on the new membership shall accrue to the Co-op.

ARTICLE X Park Managers and Assistants

SECTION 1. Qualifications of Managers

- A. The Managers may or may not be a member of the Co-op.
- B. If possible, shall be a member of Escapees Club.

SECTION 2. Responsibilities of Manager

- A. The Manager shall be issued a job description by the Board to ensure that the needs and obligations of all the membership, Co-op and the Escapees Club visitors are met.
- B. The Manager will be made to understand that he/she is under an Employment Agreement to the Co-op, under the direct supervision of the President.
- C. He/she is at liberty to call on any and all of the members available for assistance if needed.
- D. The Manager should attend Board meetings to give a Manager's report, and to respond to queries regarding park management problems.

ARTICLE XI
Dissolution of the Escapees Co-op of Nevada, Inc., Pair-A-Dice

SECTION 1. Dissolution Process

If for any reason this Co-op should be dissolved, either by requirements, or a two-thirds (2/3) vote of the membership, the following shall be adhered to:

- A.** When all properties are sold, all expenses of sale and outstanding debts shall be paid, then,
- B.** All memberships shall be refunded on a pro-rata basis according to recorded values.
- C.** Residual, if any will be distributed to the member of record at the time of dissolution provided that such distribution will not conflict with Nevada Law in effect at the time of dissolution. The Corporation will further submit reports as required by the U.S. Internal Revenue Service at that time.

Revised Bylaws approved:	May 6, 1992
Grammatical Corrections approved:	December 3, 1993
Additions & Changes approved:	March 9, 1994
Additions & Changes approved:	November 20, 1995
Additions & Changes approved:	November 7, 1998
Additions & Changes approved:	March 1999
Additions & Changes approved:	April 2001
Additions & changes approved:	January 16, 2006
Additions & Changes approved:	September 19, 2006
Additions & Changes approved:	January 5, 2007
Additions & Changes approved:	April 20, 2007
Additions & Changes approved:	October 17, 2009
Additions & Changes approved:	June 15, 2011
Additions & Changes approved:	November 29, 2012
Additions & Changes approved:	October 31, 2014
Additions & Changes approved:	June 3, 2016
Additions & Changes approved:	May 4, 2017
Additions & Changes approved:	October 12, 2017
Additions & Changes approved:	May 10, 2021
Additions & Changes approved:	June 8, 2022
Typographical errors corrected:	November 30, 2022
Additions & Changes Approved:	April 14, 2023
Additions & Changes Approved:	July 23, 2024

DIRECTORS:

Bill Andrews
Pat Bosworth
Tom Edwards
Allison Ellis
Sharon Guthrie
Julie Klein
Kris Nau
Sue Vice
Mary Wakefield



President, Board of Directors – Pat Bosworth
Escapes Co-op of Nevada, Inc., Pair-A-Dice
Pahrump, Nevada 89048



Corporate Secretary, Board of Directors – Sue Vice
Escapes Co-op of Nevada, Inc., Pair-A-Dice
Pahrump, Nevada 89048

ESCAPEES CO-OP OF NEVADA, INC.
BY LAWS: APPENDIX A
Directors Oath of Office

I agree to abide by the Governing Documents of the Co-op and this Code of Ethics and Conduct. I will always show fair and impartial judgement toward all Co-op Members while performing my duties as a Director.

Code of Ethics and Conduct

No Board Member shall derive benefit or create the appearance of deriving benefit from his or her position as a member of the Board.

Information available to Board Members and not every member of the Co-op shall not be used or appear to be used to the Board Member's advantage.

No Board Member may vote on a motion in which there exists a conflict of interest. Each motion must be considered on its own merits for the membership as a whole, considering the long range results of that motion. If the motion before the board presents a conflict of interest for enough directors that a quorum is no longer possible, this issue should be put before the entire membership at the next membership meeting.

Directors may possess, or become aware of, confidential information in the course of their duties and responsibilities. Maintaining the confidentiality of such information is necessary and critical for the proper administration of the business of the Co-op. Improper handling or disclosure of the Co-op's confidential information will be considered unethical behavior.

Board Members shall treat all members of the Co-op, employees of the Co-op and other Board Members with dignity and respect. Board Members shall not engage in violent or abusive behavior, or fail to control his/her temper with other members of the Co-op, employees of the Co-op or other Board Members. They shall not use profane language or engage in repeated behavior that is unsolicited and unwanted and which may be perceived as harassment of a member of the Co-op, employee of the Co-op or other Board Members.

Board Members shall not solicit special treatment from the Board of Directors or any employee of the Co-op on any personal matter between the Board Member and the Co-op.

Direct management and supervision of Co-op employees is strictly limited to the President of the Board, or his/her designee. Other Board members shall not engage in any behavior that might be construed as disciplinary in nature. Board members may request the assistance of employees in obtaining any information, documents, or assistance necessary for the Board Member to complete his/her responsibilities. However, such requests shall be made politely and with respect for the employee's other duties and responsibilities.

Egregious or continuing violations of this Code of Ethics and Conduct may subject the Board Member to removal as an Officer, and/or removal from the Board of Directors in accordance with the provisions of the By Laws of the Co-op.

Signature of Board of Directors Nominee

Date