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# Black Mountain Ranch

## Bylaws, Rules and Regulations

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*Effective June 10, 2022*



**Black Mountain Ranch**  
6417 Mount Baker Hwy  
Deming, WA 98244  
PO Box 1883, Maple Falls, WA 98266  
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## **WELCOME**

In the excitement of joining Black Mountain Ranch and becoming part of our Ranch family, you may not have had time to read the Bylaws, Rules and Regulations thoroughly. Please do so. They are very important. Remember that the Bylaws, Rules and Regulations should be referred to in its entirety, and not to take any individual portion out of the context of the whole. Here are some other reminders:

1. A 10-mile per hour speed limit is strictly enforced on all roads at all times.
2. Members may NOT cut ANY trees.
3. The removal of trees will be by Ranch staff only, upon the approval of the Tree Removal Request form completed and submitted by the Member.
4. Any change or improvement to a campsite must receive approval from the Architectural Control Committee (A.C.C.) Any rule changes that cause a portion of your campsite to be non-compliant with the Architectural Rules should be brought to the attention of the Ranch Manager immediately.
5. The use of green belt areas is at the discretion of the Board of Trustees only.
6. Make sure you understand and follow guest procedures. Do not lend out your gate card. And remember only one car through the gate at a time.
7. Please follow noise rules and be considerate of your BMR neighbors.
8. Please use all facilities according the Facilities Rules, with respect and appreciation.
9. When you are going to sell your membership and will be transferring your membership to someone new, please check with the office for directions of the transfer procedure.

Problems can be eliminated if the Rules and Regulations are followed. PLEASE DO NOT take the verbal assurance of someone who may not be completely informed on Current Ranch policy.

Section 1 - Bylaws

Section 2 - Administrative Rules

Section 3 - Operations

Section 4 - Facility Rules

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## **ARTICLE I – INTERPRETATION**

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### **Section 1 – THE RANCH**

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**1.** “THE RANCH” shall mean and refer to the Black Mountain Ranch organized under the Articles of Incorporation on file with the Secretary of State of the State of Washington pursuant to the Revised Code of Washington for non-profit organizations.

### **Section 2 – Objective**

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**2.** “The Objective” of THE RANCH is to be a place where the members may spend the leisure hours enjoying the peaceful scenery, relaxing atmosphere, camping facilities and recreational activities.

### **Section 3 – Membership**

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**3.** “Membership” means one person or two people who are related, whether by genetics or by law, limited to spouses, domestic partners, sons/daughters, siblings, aunts/uncles and nieces/nephews, or grandparents and grandchildren, in whose name(s) a Certificate of Membership is registered in the records of THE RANCH.

### **Section 4 – Member**

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**4.** “Member” means an individual constituting all or part of a Membership in whose name a “Certificate Membership” is registered in the records of THE RANCH.

### **Section 5 – Certificate of Membership**

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**5.** “Certificate of Membership” means the document registered in the records of THE RANCH evidencing the identity of its Member(s) and designating the campsite for the Member’(s) exclusive use.

### **Section 6 - Designated Member**

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**6.** “Designated Member” means the Member of a co-owned Membership who is designated to be the Member to whom all official notices, requests, approvals, and ballots pertaining to the Membership shall be sent by THE RANCH. It is the responsibility of each Membership to designate a Designated Member. In the event the Membership fails to designate a Designated Member within ten (10) days after request by THE RANCH, THE RANCH shall treat the member whose name appears first on the Certificate of Membership as the Designated Member. Changes to the Designated Member must be on an approved RANCH form and shall be signed by each Member of the Membership.

### **Section 7 – Member in Good Standing**

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**7.** “Member in Good Standing” means a Member of a “Membership in Good Standing”. A Membership in Good Standing is a Membership that is not delinquent in the payment of Ranch dues, or any other charges owed to THE RANCH, and that is not under suspension as outlined in Article II, Section 9, 10, or 11 of the Bylaws.

## Section 8 – Family Member

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**8.** “Family Member” means a Member’s spouse and their children. Family Members may have access to THE RANCH in the Member’s absence without the need of a Guest Pass.

## Section 9 – Family Guest

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**9.** “Family Guest” means any person the Member chooses to register with THE RANCH on list of people who may have access to the Ranch in the Member’s absence. (THE RANCH lets Members define their Family Guests in terms of whom they trust enough to have on this list, so “Family Guests” may include friends who are like family to the Member.) Named Family Members (as defined in #8 above) do not need to be included on the Family Guest List in order to have access to the Ranch in the Member’s absence, but all other individuals do.

## Section 10 – Guest

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**10.** “Guest” means anyone but a Family Member or Family Guest (as defined above) who is invited to the Ranch by a Member. Members are responsible for the conduct or consequences of their Family Members, Family Guests and all other guests.

## *Section 11 – Contractor*

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**11.** *“Contractor” means any external or 3<sup>rd</sup> party individual or group who is brought onto The Ranch to provide a service on behalf of a member.*

Updated: 6/10/2022

## ~~11~~**12** – Board

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**11**~~11~~**12.** “Board” means the Board of Trustees of Black Mountain Ranch.

## ~~12~~**13** – Full Board

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**12**~~12~~**13.** “Full Board” In the event that one or more Trustees is absent, due to a business commitment, illness, vacation, or any other valid reason, the Trustees present, constitute a “Full Board”, provided that a quorum is established at the beginning of the meeting.

## ~~13~~**14** – Trustee

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**13**~~13~~**14.** “Trustee” means a person elected or appointed to serve on the Board of Trustees pursuant to these Bylaws.

## ~~14~~**15** – Capital Expenditure

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**14**~~14~~**15.** “Capital Expenditure” means the purchase and/or sale of land, construction of new buildings, and/or destruction of buildings and/or facilities.

## ~~15~~**16** – Campsite

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**15**~~15~~**16.** “Campsite” means the designated area to which the Membership applies, located as registered in THE RANCH records, and to which the said Membership shall have exclusive right to use.

Section ~~16~~**17** – Camping Vehicle

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**1617.** “Camping Vehicle” means a travel or park model trailer, fifth wheel trailer, tent, tent trailer, pickup camper, camperized van or motor home.

Section ~~17~~**18** – Greenbelts

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**1718.** “Greenbelts” means all areas to the sides and rear of campsite that are not part of neighboring campsites and are considered Ranch or common property.

Section ~~18~~**19** – Fiscal Year

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**1819.** “Fiscal Year” means the twelve months from *January 1st* through *December 31st*.

**1819.1** Any changes in the amount of operating dues by the member at AGM will become effective the following January 1<sup>st</sup>.

Updated: 6/8/2019

Section ~~19~~**20** – U.S. Funds

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**1920.** All dues, fees, fines or financial transactions between the Membership and the Ranch shall be in U.S. Funds.

Section ~~20~~**21** – Notification of Annual General Meeting, Trustee Ballots, and Special Meeting

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**2021.** Notification for the Annual General Meeting, Trustee Ballots and special meetings shall be done by at least one of the following methods:

1. Mail:
2. Personal delivery, picked up in the office
3. Private Carrier (FedEx, etc.);
4. Facsimile
5. Email (under the conditions below).

Email notice is allowed on the following conditions:

1. The member must agree, in writing, to accept email service of the packet indicating form it can be delivered in (i.e. word document, .pdf, etc.) and the email address it can be mailed to;
2. The member may revoke their permission to serve by email at any point in writing;
3. The permission to serve by email is automatically revoked if two consecutive notices fail to go through and BMR is aware it fails to go through.

Personal Delivery and pick-up in the office is allowed under the following conditions:

1. The member must sign a form acknowledging they picked it up (Lot number, name, date, and signature)
2. Packets not picked up 3 weeks prior to the meeting will be mailed out and will be no longer available for pick up.

Updated: 6/8/2019

**ARTICLE II – MEMBERSHIP**

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Section 1 – Limit

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1. Membership in THE RANCH shall be limited to 1,000 Memberships.

## Section 2 – Definition

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2. A Membership shall be entitled to one vote per Certificate of Membership, regardless of whether the Certificate of Membership is jointly owned or owned by an estate. Each Membership shall have a Designated Member. Such designation shall include the Designated Member’s address, phone number and email address, if one exists.

## Section 3 – Approval

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3. To become a Member of THE RANCH, an applicant must have purchased a Certificate of Membership, and have been approved for membership by the Board.

## Section 4 – Validity of Certificate of Membership

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4. A Certificate of Membership remains valid only if all dues and charges are maintained on a current basis as defined in the rules and regulations.

## Section 5 – Membership Card

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5. The Secretary shall issue a membership card to any Member who has been approved for membership. Such card shall be evidence of membership at all membership meetings. The rules and regulations shall determine the method of issuing such cards.

## Section 6 – Transfer

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6. A valid Membership may be transferred by sale, gift, or bequeathal; provided that application for membership is made to the Board by the proposed member in the same manner as application for membership is made under Article II Section 3.

*6.1 A transfer, under certain circumstances, may be completed using DocuSign which is an electronic signature.*

Updated: 6/10/2022

## Section 7 – *Annual* Membership *Dues*

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7. The Annual Membership Dues of THE RANCH shall be *divided into General Operating Dues and Capital Reserve Dues*. The *General Operating* Dues of THE RANCH shall be *\$1,393.81* U.S. funds plus Annual Capital Reserve Dues of ~~*\$272.28*~~ *\$288.84* U.S. funds and shall be payable in full before the start of each quarter (Capital Reserve Dues are assessed an annual 3% increase) and shall be payable in full before the start of each quarter. Quarters start on January 1, April 1, July 1, and October 1. Advance quarterly payments shall not be construed as payment in full in the event of a dues change. THE RANCH will provide a quarterly statement of account to each Member prior to the last day of the quarter, or as soon thereafter as feasible. The statement will include the current portion of annual dues payable plus any outstanding balances, additional fees, levies, special assessments and charges as fixed for payment by the Bylaws and the Rules and Regulations. All amounts paid by credit card, or any online payment processor will be charged an accounting fee estimated at the amount BMR is charged by the processor for accepting this payment method. If feasible, the accounting fee will be calculated and charged at the time of the payment; otherwise, the accounting fee will be added to the Member’s next quarterly statement of account.

Updated: 6/10/2022

## Section 8 – General Operating Dues and Capital Reserve Dues

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**8.** The annual dues shall be divided into General Operating Dues and Capital Reserve Dues. General Operating Dues may only be used for the usual expenses and operation of THE RANCH and its facilities including, but not limited to, salaries, taxes, maintenance, repair, insurance, utilities, and other expenses normal to the operation of THE RANCH. Capital Reserve Dues may only be used to pay for common expenses that usually occur less than once a year or do not usually occur, such as major repairs, upgrades, purchases, emergencies as defined and regulated in Section 8.6 of this Article, and Capital Expenditures as defined in Article IX Section II, and as regulated in Article IX.

**8.1** THE RANCH shall maintain an itemized 30-year Capital Reserve Plan (CRP) for all of the anticipated capital reserve expenses described above. The CRP will include a schedule of Capital Reserve Dues necessary to support all proposed CRP expenditures while maintaining a minimum CRF balance in any projected year of the CRP of not less than \$150,000.

**8.2** Capital Reserve Dues shall be held in a Capital Reserve fund (CRF). The CRF may only be used for the expenditures itemized in the CRP, except as permitted under Section 8.6 of this Article and under Article IX. The addition or removal of itemized CRP expenditures, and any change in the schedule of Capital Reserve Dues within the CRP, as well as the five year comprehensive update of the CRP, all require approval by sixty-six and two-thirds percent (66 2/3%) of the vote of those Memberships present and voting at a duly called annual or special general meeting.

**8.3** THE RANCH must maintain a Renewal and Reserve Committee to be composed of two Trustees, THE RANCH Maintenance Supervisor, THE RANCH General Manager, and two Members in good standing who are not Trustees who are appointed by the Board. The General Manager and Maintenance Supervisor are there for information and background only and ARE NOT ALLOWED TO VOTE ON ANY ISSUES. Updated: 6/9/2018

**8.4** The membership understands and agrees that the CRP is essentially a best estimate of projected expenses calculated based (in part) on variables beyond THE RANCH'S control (such as interest rates and inflation) as well as variables for each CRP component, such as the component's remaining useful life and its replacement cost. Changes in these variables will affect projected balances within the CRP. As such, the membership should anticipate some potential changes to the amounts of individual expense components or to the scheduled dates of these components within the CRP from year to year. When any component listed in the CRP is actually purchased/executed, the expense must be approved by the Renewal and Reserve Committee if it exceeds the amount budgeted by more than 10% or if the component requires replacement in a different year than the year scheduled.

**8.5** The Renewal and Reserve Committee must review the CRP annually and must obtain a comprehensive update of the CRP every five years by an independent reserve consultant, which shall be made available to all RANCH Members. Throughout each year, the Renewal and Reserve Committee will review individual CRP expenditures exceeding 10% of the CRP budget amount, and may approve expenditures of component price increases of up to 25% of the original CRP budget amount within the constraints of Section 8.1 of this Article. The General Manager shall report all

expenditures changes approved by the Renewal and Reserve Committee at each monthly Board meeting. The Renewal and Reserve Committee must present a report to the membership at each AGM of all CRP expenditures changes approved by the Renewal and Reserve Committee within the previous year. The Renewal and Reserve Committee must review and approve any proposed changes to the CRP as a result of the comprehensive five year review.

**8.6** Expenditures from the CRF that have not been approved by the membership of THE RANCH in the manner required under this Article are only permitted if the expenditure is necessary to ensure safety, to prevent significant loss or damage, or (so long as the expenditure does not exceed what is required to ensure safety or prevent loss or damage) for the purpose of paying an insurance deductible required to repair or replace damaged property. Such emergency expenditures must be approved by the Board of Trustees, and reasonable justification for the expenditure must be given by the Board of Trustees at the next Annual General Meeting.

#### Section 9 – Non-Payment of Dues

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**9.** The Board may suspend, expel or terminate a Membership for failure to make dues payments in a timely manner or for failure to pay any and all charges as may be required in the rules and regulations. Notwithstanding the requirements of Article II, Section 10, if any Membership's dues or charges are (30) or more days delinquent, the Board may suspend the Membership's gate cards without providing the Membership with prior notice or a pre-suspension hearing until such time as the delinquent amounts, including any late fees or other charges, are paid in full.

#### Section 10 – Suspensions and Expulsions

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**10.** The Board shall have the power to impose suspension, defer or delay suspension, or expel any Member, Family Member, Family Guest, or Guest of THE RANCH for any violation of these Bylaws or its rules and regulations, including Administrative Rules Sections, 1.8.1 through 1.8.7 of the Administrative Rules or any rules or bylaws as may be adopted from time to time. Except as provided for in Section 11 for actions considered hazardous or illegal, or in Section 9 for failure to timely pay dues and charges, the following steps will be taken for any violation of these Bylaws or rules and regulations of THE RANCH.

Updated: 6/9/2018

- a.** Verbal or written notice to a Membership shall be given by one or more members of the Board or its representatives and corrective action shall be taken by said Member within ten (10) days of being so notified.
- b.** If Step (a) does not satisfactorily correct the infraction, the Board shall, by a majority vote, issue a written cease and desist order by registered mail to the address contained on the Designated Member form.
- c.** If Step (b) does not satisfactorily correct the infraction within fourteen (14) days of the mailing of the certified mail cease and desist order, or if the Membership has repeated said infraction on a regular basis, the Board shall determine the action it intends to take. The Membership in question shall be notified by certified mail at the Designated Member's address of the action the Board intends to take, the date of the Board meeting at which such action will be taken, and of the Membership's right to give

notice to the Board one (1) week prior to said Board meeting that the Member(s) intends to appear before the Board.

**d.** The Board, after meeting with Member of the Membership in question, or if a Member does not appear, shall at the designated Board meeting determine the action it will take and the effective date of said action. The Membership shall be notified by certified mail posted within ten (10) days of said action.

**f.** If the Membership is foreclosed upon as a result of the Board Meeting hearing, the Member will have thirty (30) days to remove any personal property from the Ranch after receipt of notification of the Board's decision. If the Member does not remove their personal property from their campsite within the aforementioned time frame, any items remaining on the campsite will be considered abandoned property, and the Member rescinds any and all claims to this property as well as claims against the Ranch for disposal of this property.

Updated: 6/9/2018

### Section 11 – Immediate Suspension

**11.** Should one or more members of the Board or its representatives observe or be advised of actions on the part of an individual that are considered hazardous or illegal, such individual may be immediately removed from the property of THE RANCH and/or all rights of Membership associated with the Member, Family Member, Family Guest, or Guest may be suspended until the following steps have been concluded.

**11.1** The Membership shall be formally advised in writing by the Board of its designate as to the exact nature of the immediate expulsion or suspension within ten (10) days of the same.

**11.2** Within thirty (30) days of the written notice of the immediate expulsion or suspension, the Board shall meet to consider the nature of the charges against said Membership. Said Membership may be represented by its Member(s) or be represented by counsel before the Board. Following a complete presentation of the facts as known concerning said Membership, and after a defense, if any, has been presented, the Board may permanently expel or place on probation said membership for a period of time to be determined by the Board. Permanent expulsion of a Membership or placement on probation shall require a majority vote of the full Board.

### Section 12 – Sale of Ceased Membership

**12.** In the event a Membership is expelled by virtue of Article II Section 10 of these Bylaws, then said Membership shall be sold at the best-available price, as determined in the sole and absolute discretion of the Board. The former Member(s) shall receive the amount remaining after deduction of his/her dues, which shall continue to accrue as a charge against the Membership for recovery upon sale, other money owed THE RANCH, selling expenses, and any outstanding obligations against the Membership.

### Section 13 – Reinstatement

**13.** All appeals and requests for reinstatement must be submitted by letter to the Board ten (10) days prior to the next regular Board meeting for discussion at that meeting.

## Section 14 – Annual Comcast Fees

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**14.** The annual cable provider fees and contract duration shall be as negotiated with the cable provider and voted on by the Membership at the Annual General Meeting. Cable provider fees shall be \$16.35 per month and are subject to an annual fee increase of no more than four percent (4%). At the end of the contract, any renewal or new contract will need to be ratified with the Membership at the Annual General Meeting.

Updated: 6/9/2018

## Section 15 – Special Assessments

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**15.** ~~Special Assessment are charges applied to the membership not covered by regular operating dues to the Capital Reserve Fund. Special assessments will be brought forward by the board and approved by sixty-six and two-thirds (66 2/3) vote of the membership at an Annual General Meeting or Special General Meeting. Once approved by the membership, each membership will be responsible for paying their portion of the special assessment and will be reflected in the quarterly dues statement.~~

Updated: 6/10/2022

## Section 16 – Financing Special Assessments

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**16.** For special assessments greater than **\$500,000** the board may bring forward to the membership an option to finance the charges. The financing would be through a local financial institute with the loan held by The Ranch. Members will have an option to pay out the assessment in one lump sum payment to equal quarterly payments over the life of the loan.

- Members will need to select the repayment option before the assessment is applied to the membership
- Any interest or charges incurred by The Ranch for the loan will be covered by those members electing for equal quarterly payments
- Members who elected for equal quarterly payments may pay off the remaining outstanding balance at any time including any outstanding interest and charges incurred by The Ranch
- Members who elected for the one lump sum payment may not, at a later date elect to move to quarterly payments through the Ranch
- The Board may include an additional service charge on quarterly payments to offset any additional costs incurred by The Ranch in managing the loan and membership payments
- In the event of the sale or transfer of a membership that still has outstanding quarterly payments, the member may elect to pay off the remaining balance and any remaining interest and charges incurred by The Ranch or transfer the remaining payments to the new membership.
- In the event of a foreclosure of a membership, any outstanding balance plus any interest and charges incurred by The Ranch will be collected from the sale of the membership.

Updated: 6/10/2022

## ARTICLE III – BOARD OF TRUSTEES

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### Section 1 – Term of Office

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**1.** The Membership of THE RANCH shall elect a Board of Trustees whose individual terms shall be two years each. Each election of the Board shall attempt to bring the aggregate total of Trustees to ten (10). No Trustee shall be “elected to” or “appointed to” more than two consecutive terms and may not serve a fifth consecutive year.

Updated: 6/9/2018

## Section 2 – Election

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**2.** At each annual general membership meeting, there shall be a minimum of five (5) Trustees elected, plus Trustees elected to fill any vacancies of unexpired terms. If there are insufficient nominees to fill the vacant positions they shall be considered vacant and be filled as provided for in Article III, Section 3.

## Section 3 – Vacancies

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**3.** Should a vacancy occur on the Board, the Trustees may fill such vacancy by a majority vote at a meeting of the Trustees. Filling such a vacancy shall be an option of the Trustees, provided that the aggregate total of Trustees shall not be reduced to less than eight (8).

## Section 4 – Nomination

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**4.** The Secretary, under the direction of the Board, shall, not less than one hundred twenty (120) days prior to the annual meeting, notify all Memberships in good standing, according to Article I Interpretation Section 20. Coincidental with the notification of the nomination form, the Board shall appoint a Nominating Committee of a minimum of three (3) and a maximum of five (5) Members, of Memberships in good standing, who shall be responsible for receiving the signed nomination forms from the Memberships. Said nomination forms must be submitted not less than ninety (90) days prior to the annual meeting. The Nominating Committee shall, not less than seventy (70) days prior to the annual meeting, have nominated or have received nominations from Memberships in good standing for the Trustee vacancies to be voted upon at the annual meeting, and shall, not less than fifty-five (55) days prior to the annual meeting, have submitted such nominations in writing, signed by the members of the Nominating Committee, to the Secretary of the Board.

Updated: 6/9/2018

**4.1** The Secretary shall forthwith, but not less than thirty (30) days prior to the annual meeting, post the names of these nominees in appropriate locations around THE RANCH.

**4.2** Any nominee whose name is received after the seventy (70) day deadline mentioned above is eligible to stand for elections. However, that nominee's name may not be included on the ballot or the notification to the Membership, nor will their biography be sent to the Membership. The nominee's name, however, shall be added to the list of names of nominees, which is posted around THE RANCH.

Updated: 6/9/2018

## Section 5 – Qualification for Trustee

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**5.** A Member shall be considered eligible for nomination as a candidate for Trustee when:

**5.1** He/she has been a Member of Black Mountain Ranch since March 31<sup>st</sup> of the previous year.

**5.2** The said Member is eligible for a fidelity bond in the event that the Trustee should become an officer of THE RANCH.

**5.3** The Member nominating the candidate must be a Member in good standing on the date of nomination.

**5.4** He/she is currently a Member in good standing.

#### Section 6 – Election Supervision Committee

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**6.** The President of THE RANCH shall appoint as Chairman of the Election Supervision Committee, a Trustee not standing for election. The Chairman will establish a committee of five (5) additional Members in good standing, approved by the Board, who will be responsible for the distribution, collection, and counting of all ballots.

#### Section 7 – 33-1/3% Required for Election

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**7.** All Trustees elected at the annual general membership meeting must receive thirty-three and one-third percent (33-1/3%) of the ballots cast before being deemed eligible for election. Those positions available shall be filled by those candidates who have the highest number of votes in excess of the minimum 33-1/3% of the ballots cast. Should a first ballot not produce enough elected Trustees to fill the positions open, additional ballots shall be taken until all positions have been filled. Ballots cast absentee will be counted on the first ballot only. Any candidate for Trustee may withdraw on the second and succeeding ballots by so stating in person.

#### Section 8 – Indemnification

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**8.** THE RANCH shall defend, indemnify, and hold harmless each Trustee of THE RANCH to the fullest extent allowable by the Revised Code of Washington from all claims, damages, costs, (including but not limited to costs of legal defense), demands, or injuries of any kind (anticipated or unanticipated) or nature reasonably incurred by or imposed upon the Trustee in connection with or resulting from any civil action or claim proceeding in which they are a party by reason of being such Trustee for any action alleged to have been taken or omitted by them so long as such action taken or omitted was done in good faith and in a manner reasonably believed to be in and not opposed to the best interest of THE RANCH. The Board shall obtain insurance on behalf of any person who is a Trustee, employee, or agent against any liability arising out of their status as such.

#### Section 9 – Removal

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**9.** A Trustee may be requested to resign by a majority of the Board, for good cause, however, if the Trustee does not agree to resign, the Trustee may then select an impartial random panel of thirteen (13) Members in good standing for the purpose of hearing both sides of the dispute and vote on its findings. The panel, by its vote, shall remove or retain the Trustee in question. The panel's decision shall be final.

#### Section 10 – Vacated Office

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**10.** If a Trustee misses more than four consecutive meetings without the expressed approval of a majority of the Trustees present at each missed meeting, the Trustee in question shall have vacated his office.

#### Section 11 – Trustee Conflict with THE RANCH

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**11.** A Trustee shall take leave of absence from their elected position when such a Trustee or Member, Family Member, Family Guest, or Guest associated with such Trustee's membership

engages, or declares their intent to engage legal counsel in a dispute with THE RANCH and/or the Board. The Trustee will not attend Trustee meetings or exercise a vote on the Board of Trustees during such absence. Such absence shall remain in effect until the conflict has been resolved to the satisfaction of THE RANCH, the trustee, and the person having the dispute with THE RANCH. The Trustee shall then resume their elected position and duties providing that such resolution maintains the Trustee's Membership in good standing.

### Section 12 – Non-Disclosure Agreement

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**12.** Each Trustee will be required to sign a Non-Disclosure Agreement (NDA) once they have been elected to the Board of Trustees of Black Mountain Ranch and before they can attend any meeting of the Board or perform any business on behalf of the Board. ~~Following the end of a Trustee's term as defined in Article III, Section 1 – Term of Office, any NDA on file will be considered expired. Any board member not signing the document will not be permitted to carry out any duties as a member of the Board of Black Mountain Ranch and may be removed from the Board following Article III, Section 9 – Removal. Any Trustee not signing the Non-Disclosure Agreement will not be permitted to attend any meeting of the Board or perform any business on behalf of the Board of Black Mountain Ranch and may be removed as a Trustee by a simple majority vote of the Board.~~

Updated: 6/10/2022

## ARTICLE IV – OFFICERS

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### Section 1 – Election by Board

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**1.** No later than seven (7) days following the annual general membership meeting, the Board shall meet for the purpose of organizing themselves. They shall elect from amongst themselves a President, a Vice-President, a Secretary, and a Treasurer, all for a one-year term, all of whom shall be the officers of THE RANCH.

### Section 2 – No Ex-Officio Officers

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**2.** There shall be no ex-officio officers represented on the Board.

### Section 3 – President

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**3.** The President or designate shall chair all membership and Board meetings. The President shall monitor the affairs of THE RANCH and discharge those duties that are normally inherent in such a position. The President shall be an ex-officio member of all committees and clubs.

### Section 4 – Vice-President

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**4.** The Vice-President shall perform the duties of the President in the President's absence, or during an inability on the part of the President to perform the duties.

### Section 5 – Secretary

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**5.** The Secretary/designate shall record and maintain the minutes of all membership and Trustee meetings, maintain a current list of active Memberships, provide for the notification of

all membership and Trustee meetings, and discharge those duties normally inherent in such a position. The Secretary shall be the custodian of the Corporate Seat and Insignia of THE RANCH.

#### Section 6 – Treasurer

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6. The Treasurer/designate shall be the custodian of all THE RANCH funds and be responsible for the Proper disbursement of those funds. The “Prudent Investor” rule codified at RCW 11.100.020 as amended shall be used in determining the depository and integrity of the said funds. The Treasurer shall make available a financial statement for the recent complete fiscal year to the Membership at the Annual General meeting.

#### Section 7 – Power of Trustees

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7. In addition to the powers granted the Trustees within these Bylaws, Trustees shall hire those employees deemed necessary for the proper management of THE RANCH. The Trustees shall be responsible for the affairs of THE RANCH on a day-to-day basis in a manner that they deem fitting and proper. The Trustees shall be empowered to borrow such money as may be authorized by special resolution adopted at a Trustees’ meeting. The note or obligation given for the same shall be signed by the President and Secretary; such note or obligation shall not be for capital expenditures. The Trustees shall be reimbursed for reasonable out-of-pocket expenses that are incurred while conducting the business of THE RANCH. The Board shall approve such expenses.

#### Section 8 – Email Votes

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8. The Board of Trustees may decide from time to time to conduct an email vote on an issue that the Board decides must not wait until the next scheduled Board Meeting. To be considered by an email vote as an “Approved Motion”, the said motion must be “moved” and “seconded” by Board Members prior to receiving an affirmative vote by the majority of all Board Members, not just the majority of Board Members that actually vote on the motion.

### **ARTICLE V – COMMITTEES**

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#### Section 1 – Executive

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1. The Board may, by resolution adopted by a majority of the Trustees, establish an Executive Committee, which Committee may exercise all authority of the Board both as provided by these Bylaws and otherwise existing, subject only to the limitations provided in the RCW 24.03.115 as amended.

#### Section 2 – Membership Committees and Clubs

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2. The Board may, by resolution adopted by a majority of the Trustees, establish other committees and clubs within the Membership of THE RANCH. Such committees and clubs shall be accountable to the Board and shall be responsible for implementing all phases of Ranch activity as stated in the terms of reference for that club or committee as approved by the Board from time to time.

**2.1** Each club/Committee must hold an annual general meeting, open to the membership. Updated: 6/10/2022

**2.2** The minutes of the annual general meeting must be forwarded to The Board of Black Mountain Ranch for review no later than October 31. Updated: 6/10/2022

**2.3** In accordance with Administrative Rule 3.1.1, notice of the annual general meeting must be provided to the membership. Updated: 6/10/2022

**2.4** In accordance with Administrative Rule 3.1, at each annual general meeting the club/committee must elect a new President, Vice President, Secretary and Treasure. The results of the election must be included in the minutes provided to The Board of Black Mountain Ranch along with contact information of the new officers. Updated: 6/10/2022

**2.5** In accordance with Administrative Rule 3.9, each club/committee must provide to The Board of Black Mountain Ranch no later than Oct 31, the annual financial summary, refer to the committee handbook for a copy of the financial report form. The summary must include Updated: 6/10/2022

**2.5.1** Opening balance matching the prior year's closing balance, unless this is a new club/committee. Updated: 6/10/2022

**2.5.2** Detailed itemized list of all income. Updated: 6/10/2022

**2.5.3** Detailed itemized list of all expenses. Updated: 6/10/2022

**2.5.4** Closing balance for the fiscal year. Updated: 6/10/2022

**2.5.5** All bank statements for the fiscal year. Updated: 6/10/2022

**2.6** In accordance with Administrative Rule 3.9.1, each club/committee must submit along with their financial statements an inventory list of all assets with a value of \$100 or greater. Updated: 6/10/2022

**2.7** Each club/committee must operate on a balanced budget with no financial support from the membership dues or Ranch operating budget. Updated: 6/10/2022

**2.8** The Board of Black Mountain Ranch, on an annual basis, may review each club/committee's use of staff and facilities and apply an applicable charge to the club and committee for their use. Notice of any charges will be provided to the club/committee in advance of their annual general meeting. Updated: 6/10/2022

Section 3 – Liaison Trustees

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3. The Board may appoint a Trustee(s) to be a formal Liaison between the Board and each committee and club. Such appointed Liaison Trustee(s) shall not hold office in the committee or club to which he/she is appointed Liaison.

**ARTICLE VI – MEETINGS OF THE BOARD**

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Section 1 – Number

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1. There shall be at least six (6) regular meetings of the Board held each year. At least one day’s notice to the membership by any reasonable form of communication, including verbal, shall be given.

Section 2 – Special Meetings

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2. The Secretary on order of the President may call special meetings of the Board at any time. Any three (3) trustees may call a special meeting by giving at least seven (7) days’ notice to the membership by any reasonable form of communication, including verbal.

Section 3 – Quorum

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3. A majority of the membership of the Board shall constitute a quorum to conduct the business of the Board.

**ARTICLE VII – MEETING OF THE MEMBERSHIP**

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Section 1 – Annual General Meeting

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1. The annual general membership meeting of THE RANCH shall be held on the second or third weekend of June of each year at a time and place to be determined by the Board of Trustees.

Section 2 – Special Meeting

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2. Special meetings of the voting membership may be called at any time by a majority of the Board. Notice of such special meetings shall be given according to Article I Interpretation Section 20, fourteen (14) days prior to the date of the special meeting. Notice shall state the object and purpose of such meeting. A number of Memberships equal to a quorum of voting Memberships in good standing may also call a special meeting, by presenting a signed petition to the Board and such meeting must be called not less than twenty-one (21) days or more than sixty (60) days from date of receipt of the petition by the Board.

Updated: 6/8/2019

Section 3 – Notice of Annual General Meeting

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3. Notice of the Annual General Membership meeting shall be given by the Secretary to the membership not less than fourteen (14) days prior to such meeting. The notice shall given according to Article I Interpretation Section 20.

Updated: 6/8/2019

Section 4 – Quorum

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4. The presence of ten percent (10%) of the general membership shall constitute a quorum to conduct the business of THE RANCH.

### Section 5 – Secured Quorum

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5. Should a quorum not be present at the start of any annual or special general meeting, the meeting shall be adjourned until a quorum can be secured; if no quorum can be secured within a reasonable time, the meeting may be postponed or abandoned at the option of the Board. If a quorum is present at the start of the meeting, the quorum is considered established until the meeting is adjourned.

### Section 6 – No Proxies; Absentee Ballots Limitation

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6. There shall be no proxies allowed at any meeting of the Membership of THE RANCH. Absentee ballots shall be allowed on the first ballot only for the election of Trustees.

### Section 7 – Close of Registration

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7. Registration of voting members for an Annual or Special General Meeting of the membership will close 10 minutes before the scheduled start time of the meeting. If a quorum has not been reached, registration will remain open until quorum is met or the meeting is postponed or abandoned at the discretion of The Board per Article VII, Section 5.

Updated: 6/10/2022

## ARTICLE VIII – RULES OF ORDER

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### Section 1 – Robert’s Rules

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1. Whenever and wherever these Bylaws remain silent, Robert’s Rules of Order, Newly Revised, shall govern at all membership and Trustee meetings.

## ARTICLE IX – CAPITAL EXPENDITURES

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### Section 1 – Approval of Capital Expenditures

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1. Questions of capital Expenditures or Liquidation, as defined in Article I Section 14, shall be the sole decision of the membership and shall be considered by the general membership in a duly called meeting, with notice made of the pending questions. Approval by sixty-six and two-thirds percent (66 2/3%) of those memberships present and voting is required for such a capital expenditures or liquidation.

2. Any proposed Capital Expenditure in excess of twenty-five thousand dollars (\$25,000) for new construction or the renovation or remodel of any existing structure would require a process of obtaining three (3) competitive bids based on a complete and comprehensive description of the proposed capital project including specifications of all components, to ensure best value and practices for the Ranch.

Updated: 6/9/2018

## ARTICLE X – RULES AND REGULATIONS

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### Section 1 – Board Establishes

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1. The Board shall establish rules and regulations to provide for the orderly conduct of THE RANCH. Those rules and regulations shall not abridge these Bylaws, nor negate Robert’s Rules

of Order, Newly Revised, nor shall they conflict with the Revised Code of Washington. The rules and regulations shall provide for standing committees, clubs, special charges, hook-up charges, rules governing the use of all THE RANCH facilities, speed limits, collection policies, long-range planning, and extended definition of the provisions of these Bylaws. In the event of a conflict between the Bylaws and the rules and regulations, the Bylaws shall control.

#### Section 2 – Ratification by Membership

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2. The rules and regulations as adopted by the Board may be amended from time to time by a majority vote of the Trustees. Such amended rules and regulations shall become effective on the date of their adoption and will be subject to ratification by the Membership at the next meeting. Such ratification requires only a majority vote of the Membership. In the event the amended rules and regulations are not ratified by the Membership, they become null and void as of the date of the ratification vote.

#### Section 3 – Invalidation

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3. Invalidation of any of these bylaws, covenants, conditions, restrictions, or rules and regulations by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

### **ARTICLE XI – MAP AND INSIGNIA**

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#### Section 1 – Map of Record

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1. As part of these Bylaws, the latest map of record of THE RANCH shall be considered attached in fact. Such map of record shall be approved by the Board and recorded with the Whatcom County Auditor.

#### Section 2 – Insignia

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2. The official insignia of THE RANCH shall be considered attached to these Bylaws in fact. That insignia shall be approved by the Board and recorded with the Whatcom County Auditor.

### **ARTICLE XII – AMENDMENTS TO THE BYLAWS**

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#### Section 1 – Two-Thirds Vote Requirement

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1. These Bylaws may be amended by a two-thirds vote of the Memberships present and voting at any special or general membership meeting provided that written notice of such amendment is provided to each Designated Member at least fourteen (14) days prior to its consideration.

#### Section 2 – Proposing an Amendment

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2. Any Member in good standing may propose an amendment provided that such amendment carries the co-signatures of a minimum of twenty-five (25) members in good standing and is presented to the Board at least forty (40) days prior to any meeting at which the proposal is to be considered.

### Section 3 – Content of Notice

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**3.** Notice of proposed Bylaw Amendment shall include any and all language to be stricken, any and all language to be added. A brief explanation of the proposed amendment will be prepared by the Board and included with the Notice.

### Section 4 – Enabling Motion

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**4.** These Bylaws as well as any amendments shall become effective upon the approval of a two-thirds (2/3) vote of the Memberships present and voting on an enabling motion. Such enabling motions may establish any procedure, term of office, or mechanics necessary to provide for an orderly change of decorum.

### Section 5 – Revised Code of Washington

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**5.** It is intended that these Bylaws will not conflict with the Revised Code of Washington. The Bylaws should therefore be interpreted in a harmonious manner with the Revised Code of Washington. If the Revised Code of Washington does expressly conflict with these Bylaws, the Revised Code of Washington shall control.

DRAFT

# ***Black Mountain Ranch***

## ***Administrative Rules***

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Effective June 10<sup>th</sup>, 2022

DRAFT

Black Mountain Ranch  
6417 Mount Baker Highway  
Deming WA 98244  
P.O. Box 1883 Maple Falls, WA 98266  
Phone: 360.599.2758  
Fax: 360.306.5901  
[www.blackmountainranch.us](http://www.blackmountainranch.us)  
Email: office@bmranch.org

# ***Administrative Rules***

## **Administrative Rules Section 1 – Membership**

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### **Board Approval and Entitlement to Membership**

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**1.1** No person shall be entitled to membership in THE RANCH unless the membership has been approved by the Board or by a designate, and unless that person has agreed in writing to comply with the Rules and Regulations of THE RANCH as well as its Bylaws.

### **Membership Card and Entry Gate Pass**

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**1.2** With reference to Article II, Section 5 of the Bylaws, the Secretary or designate will only issue a membership card and entry gate pass to a new Member once the Member has signed the required transfer documents, paid the transfer fee and an amount equal to a minimum of three months dues in advance and the Membership has been approved by the Board.

### **New Card Issuance of Resale/Transfer**

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**1.3** In the event of a resale, transfer or assignment of the Membership, the Membership card, identifying golf bag tags and all entry gate cards that have been issued to the Member or to said individual's Family Member must be turned in by the former Member to the Board or its designate before a new card will be issued to the new Member. A transfer fee of one hundred and fifty dollars (\$150.00) shall be assessed against the new Member upon sale, transfer, or assignment of a Membership.

### **Certificate of Membership**

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**1.4** A Certificate of Membership in the corporation, in a form approved by the Board, shall be issued to each Member who is eligible for a Certificate of Membership through purchase or transfer from the owner of such certificate. Upon transfer of a certificate, the original certificate shall be surrendered and a new certificate issued to the new owner entitled thereto in the same manner as set forth above.

### **Sale/Transfer of Membership**

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**1.5** A contract covering the purchase of a valid Certificate of Membership and a valid Certificate of Membership may be sold, transferred or assigned by a Member to a third person in accordance with Article II, Section 6 of the Bylaws.

### **Death of Member**

---

**1.6** Upon the death of a Member, their Membership shall continue in force until transfer or sale as provided herein. Upon the death of a Member, their interest in a Certificate of Membership or contract covering the purchase of a Certificate of Membership shall pass through a will agreement or statutory succession under the laws governing the decedent. Nothing in the Bylaws or the Rules and Regulations is intended to restrict or impede the right of a Member to pass their Membership interest at the time of their death provided, however, that any person

acquiring the Membership interest of a deceased Member must qualify for membership as any new Member by obtaining the approval of the Board or its membership committee and by signing a written agreement to comply with THE RANCH'S Bylaws and Rules and Regulations. If after six months from the date of death of a Member, their personal representative has not been able to sell the deceased's membership and should the personal representative of the deceased Member so wish, they may offer the deceased Member's interest for sale to THE RANCH. The Board shall then have an option for thirty (30) days after receipt of written notice of the desire to sell, to purchase said deceased Member's interest. The purchase price shall be as agreed between the personal representative and the Board. Payment for the deceased Member's interest shall be in cash, or by such other terms as may be acceptable to both parties. The purchase terms of said interest shall be met within ninety (90) days after written exercise of the option to purchase by the Board less, however, any monies owed to THE RANCH by dues, other charges, or for a contract covering the purchase of a Certificate of Membership.

#### Terminated Membership

**1.7** A Member whose Membership has terminated shall have no claim to rights or privileges of Ranch membership, or interest in or to THE RANCH property or facilities, and any interest which may other-wise be claimed shall be deemed to have been forfeited upon such termination.

#### Suspension of Membership and Guest Privileges

**1.8** Membership and/or guest privileges are subject to suspension and Members, Family Members, Member Guests and/or Guests are subject to immediate expulsion from THE RANCH premises for but not limited to the following:

**1.8.1** Reasons as itemized in Article II, Section 11 of the Bylaws

**1.8.2** Failure to obey the laws, rules, or regulations of Washington State or Whatcom County.

**1.8.3** At the sole discretion of any of the following: Ranch supervisory personnel, security personnel, or Trustee upon careful review of the facts of the case, a Member may be immediately removed from common Ranch property or buildings and requested to return to their campsite until 8 a.m. the next day.

**1.8.4** Further action by THE RANCH shall be in accordance with Article II, Section 10 of the Bylaws.

**1.8.5** Details of privilege suspension may be published but with identities not disclosed.

### **Administrative Rules Section 2 – DUES AND CHARGES**

#### Due Date for all Other Charges

**2.1** The owner of a Certificate of Membership and the purchaser of a Certificate of Membership under a contract or their personal representative shall remain liable for payment of dues and charges as fixed by the Bylaws and the Rules and Regulations as long as said membership is owned and held outstanding in the name of such Member.

### Advance Payment of Dues and Charges

---

**2.2** Each Member in whose name a membership is on the books of THE RANCH and each person who is purchasing a Certificate of Membership on contract shall pay in advance all dues and such charges as are fixed and assessed for payment in advance by the Board.

### Penalty on Delinquent Dues

---

**2.3** Dues and charges are due and payable in full before the start of each quarter. Quarters start on January 1, April 1, July 1 and October 1. Each account shall be considered delinquent and a late fee shall be applied where any portion of dues or charges remains unpaid one month after the start of each quarter (e.g., February 1, May 1, August 1, and November 1). A twenty-five dollar (\$25.00 U.S.) late penalty is charged on those dates and a one hundred dollar (\$100.00 U.S.) late penalty is charged on the first of every month thereafter until the delinquent balance is paid in full.

### Cancellation of Membership after 120 Days Delinquent

---

**2.4** If a delinquent Membership's dues or charges have not been paid in full within one hundred twenty (120) days after the invoice date, the Board shall proceed as per Article II, section 10 of the Bylaws.

### Provision for Reinstatement

---

**2.5** Any Membership suspended or terminated for non-payment of dues or charges to THE RANCH may, upon written application to the Board, be reinstated as a Membership in the sole discretion of the Board upon showing that all dues and charges and accrued penalties have been paid, and upon further payment of a reinstatement charge of twenty-five percent (25%) of the then current annual membership dues.

### Sale or Forfeited Membership

---

**2.6** In the event a Membership shall cease to be a Membership due to being dropped for non-payment Dues or charges to THE RANCH, or for any other reason for expulsion as covered in Article II, Section 10 and 11 of the Bylaws, said Membership will be sold as discussed in Article II, Section 12 of the Bylaws.

### Excess Funds from Sale of Forfeited Membership

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**2.7** Excess funds from the sale of a Membership under Article II, Section 12 and/or Administrative Rule 2.7, will be held in trust. A letter to the former Member(s) is to be sent by Certified Mail to the contact information left with THE RANCH OFFICE, notifying the Member(s) of any excess proceeds. If the former Member(s) fails to claim the proceeds within three (3) years following the sale date, the proceeds will be forfeited.

### Payment of Back Dues and Charges by Selling Member

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**2.8** All dues and other charges owing on a Member's account must be paid in full prior to resale, transfer or assignment of the Membership, **notwithstanding Article II, Section 16**. All payments must be ~~made in accordance with Administrative Rules Section 2.11,~~ paid in U.S.

funds. Cash, money order, certified check, Master Card or Visa **or authorized online payment system will be** the only acceptable methods of payment.

Updated: 6/10/2022

#### NSF Check Charges

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**2.9** The charge to a Member for a NSF check will be a BMR fee of thirty-five dollars (\$35.00) and any incurred bank charges.

Updated: 6/8/2019

#### Liability of Member for Costs Borne by THE RANCH

---

**2.10** A Membership is liable and will be duly billed for any costs borne by THE RANCH in the process of and/or the application of Ranch Bylaws, Rules & Regulations wherein the Membership's Member(s) have been found in breach of said Bylaws, Rules and Regulations; costs would include registered letter's, legal costs and any other costs of due process.

#### Acceptable Methods of Payment

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**2.11** All payments will be paid in U.S. funds. Cash, money order, check, Master Card or Visa are the only acceptable methods of payment.

### **Administrative Rules Section 3 – CLUBS/COMMITTEES**

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#### Elections and Announcements of Officers and Announcement of Annual Meeting

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**3.1** Each club/committee shall elect its officers during the months of September or October each year. Each club/committee shall submit the name(s) of Ranch members, as defined in Article II, Section 2, of their proposed officers for the approval of the Board.

**3.1.1** The annual meeting date, time and location must be announced in at least one Ranch newsletter and on the Ranch web site at least thirty (30) days prior to the meeting date.

#### Outline of Activities

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**3.2** Prior to March 15th of each year each club/committee shall submit an outline of activities planned for the next twelve (12) months.

Updated: 6/9/2018

**3.2.1** Committee purchases of \$1000.00 or more for capital expenditures must be pre-approved by the Board of Trustees.

#### Functions

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**3.3** All functions held on THE RANCH shall be in accordance with the procedures established by the appropriate club or committee.

#### Demands on Staff

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**3.4** Unscheduled events placing undue demands on the staff or facilities must be arranged in advance with the management.

### Chairpersons Annual Report to the Board

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**3.5** The chairperson of all clubs/committees shall report to the Board, at least seven (7) days prior to the Annual General Meeting of THE RANCH, the condition of activities within the scope of the club/committee functions and make recommendations for improvements therein. The Chairperson may also present a report to the Annual General Meeting of THE RANCH Membership.

### Use of Funds Raised

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**3.6** Funds raised by clubs/committees for THE RANCH must be used for Ranch purpose only.

### Control of Funds/Petty Cash Limit

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**3.7** Club/committee funds must be under the control of two persons. Both signatures are required on any checks issued. If a debit card is used, the receipt must be signed by both designated signing officers.

**3.7.1** The maximum amount of petty cash (not to include cash float for specific events) held by any Club/Committee is limited to \$250.00.

### Excess Funds in Trust with the Board

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**3.8** The Board may require all club/committees to place all funds in excess of \$2,000.00 in trust with the Board.

### Accounting and Auditing Requirement

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**3.9** Adequate financial accounts must be kept and audited. Annual Audited financial statements must be provided to the Board following presentation and approval by the Membership of the club/committee by the end of October along with the names of the proposed officers. Annual audited financial statements provided to the Board will consist of: 1) a completed Club/Committee Financial Report form; 2) a ledger of transactions for the year; and 3) All bank statements for the year. For purposes of this section, the word "audited" shall mean any two (or more if desired) persons appointed for the purpose. It would not be expected that they would necessarily be professional auditors.

**3.9.1** An inventory list of all items purchased by the Club/Committee complete with description, make, model and serial numbers for anything of \$100 value or more shall be provided to the Board with the annual financial report.

### Club/Committee Ceases to Exist

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**3.10** When a club/committee ceases to exist, title to any remaining funds or equipment, etc. purchased by the club/committee is vested in the Board for appropriate distribution.

### Locked Storage Areas

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**3.11** Every Club Committee that maintains a locked storage or activity area shall provide a second set of keys to be held by Security.

## **Administrative Rules Section 4 – GENERAL**

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### **Election of Trustees - Ballots**

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**4.1** For use in voting for Trustees, the Secretary of the Board shall prepare ballots and notify the Membership vote according to Article I Interpretation Section 20. Each Member in good standing receiving a ballot shall be entitled to vote for the candidates running for office. Such voting rights shall be exercised in accordance with the procedures set out in Article III, Section 7 of the Bylaws.

Updated: 6/8/2019

### **Employment of Supervisory Personnel**

---

**4.2** The Board may employ supervisory personnel, responsible as directed by the Board for the administration and operation of THE RANCH property, all Ranch facilities and for supervision of other Ranch employees. The supervisory personnel shall not have authority to make expenditures not provided for in the budget, nor to authorize or approve new programs or make commitments without the written approval of the Board as evidenced by a resolution adopted by the Board at a regular or special meeting.

### **Ratification of Rules and Regulations by Membership**

---

**4.3** With reference to the Bylaws Article X, Section 2 (Rules and Regulations – ratification by Membership when changed), the Board shall notify the designated members according to Article I Interpretation Section 20, a list of all Rules and Regulations changes, indicating which changes shall already have received the Board’s approval, to each Designated Member not less than fourteen (14) days prior to the Annual General Meeting.

Updated: 6/8/2019

### **Authority to Enter onto Campsites**

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**4.4** Ranch employees, Trustees, and others as are from time to time designated by the Board, have the authority to enter campsites in the carrying out of their duties.

# ***Black Mountain Ranch***

## ***Operating Rules***

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Effective June 10<sup>th</sup>, 2022

Black Mountain Ranch  
6417 Mount Baker Highway  
Deming, WA 98244  
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Phone: 360-599-2758  
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[www.blackmountainranch.us](http://www.blackmountainranch.us)  
Email: [office@bmranch.org](mailto:office@bmranch.org)

# OPERATING RULES

## Operating Rules Section 1 – Rules for All Facilities Must Be Observed

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## Operating Rules Section 2 – SECURITY/PROPERTY DAMAGE

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### Responsibility for Security

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**2.1** THE RANCH supervisory personnel or other designated individuals(s) have exclusive responsibility for the security and well-being of THE RANCH.

### Trespass and Property Damage Prohibited

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**2.2** Trespass and property damage caused by Ranch Members, Family Members, Family Guests and/or Guests to Ranch property or property adjacent to THE RANCH are strictly prohibited.

**2.2 A.** Members and guests are not allowed to enter other Members assigned campsite without due cause or permission from the Membership. Staff, BMR, ACC Liaisons and sites for sale are exempt from this rule.

Updated: August 18, 2018

### Financial Responsibility of Memberships

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**2.3** Memberships are financially responsible for any indebtedness, damage and/or defacement to THE RANCH property and/or private property incurred by its Members, Family Members, Family Guests and/or Guests.

### Responsibility for Electrical Services

---

**2.4** THE RANCH shall not be financially responsible for any losses incurred by a Member or Membership for damage to, or loss of, any personal property due to power outages or surges. Electrical services to the campsite are not guaranteed.

## Operating Rules Section 3 – NOISE, INAPPROPRIATE OR OBNOXIOUS

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### Nuisance Noise

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**3.1** No member or guest will be permitted to create such noise as to be a nuisance to others at any time. No noise which disturbs any other member is permitted in the camp area after 1:00 a.m.

### Hours of Operation for Noise Making Equipment

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**3.2** Power saws, power mowers and any other noise making equipment may only be operated between the hours of 10:00 a.m. and 5:00 p.m. (Ranch employees performing Ranch business are exempted.)

### Suspension or Withdrawal of Guest Privileges

---

**3.3** Inappropriate or obnoxious conduct by Member, Family Member, Family Guest, or Guest is prohibited. Such conduct may be grounds for suspension of a Membership. In addition,

inappropriate or obnoxious conduct by a Family Guest or Guest may be grounds for withdrawal of all guest privileges for the Membership and/or the withdrawal of guest privileges for those specific named Family Guests or Guests violating this rule.

#### **Operating Rules Section 4 – REFUSE/SEWER**

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##### Waste Water and Sewage Disposal

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**4.1** All wastewater and sewage must be dumped into sewer outlets provided. Absolutely no dumping in any other manner is permitted.

##### Garbage – Disposal

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**4.2** All garbage and refuse must be disposed of in bags in the receptacle(s) provided. All recyclable materials, for which receptacles are provided, should be placed in those receptacles. Temporary storage of garbage and refuse at campsites must be in a covered metal or plastic garbage can.

##### Disposal Fee – Refrigerators, Furnaces, Mattresses, etc.

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**4.3** Refrigerators, furnaces, mattresses, and other large objects must be disposed of with the approval of THE RANCH office and a fee will be charged.

#### **Operating Rules Section 5 – VEHICLES**

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##### Operator's Responsibility

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**5.1** Vehicle drivers, motorcyclists, and cyclists must obey all Ranch speed and directional signs and Washington State and Whatcom County motor vehicle laws and rules. Vehicle drivers must hold a valid driver's license and must produce it when requested by Ranch security staff. Operators of motorcycles must hold a valid motorcycle license recognized by the State of Washington and be insured as required by Washington State law. Golf cart drivers must hold a valid driver's license and must produce it when requested by Ranch Security Staff.

##### Limited to Roadways and Designated Parking

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**5.2** With the exception of service vehicles, and as provided for in Golf Course Rule Conduct and Rules of Etiquette #7, no motor vehicles will be permitted anywhere on Ranch property other than on roadways and in designated parking areas. All motorcycles must be operated only on the designated roads on Black Mountain Ranch, no off road riding allowed.

##### Restriction of Motorcycles, Trail Bikes, etc.

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**5.3** Any Member wishing to ride a motorcycle on THE RANCH will be given a designated route by Security. This route will be registered against the Membership and it will be the shortest route from the entrance gate to the Member's campsite. The same Member will also be given a designated exit route from the Member's campsite to the exit at the front gate. There shall be no riding on alternate routes. No trail bikes, snowmobiles, go-carts, or any other two or three

wheeled power propelled vehicles, other than street legal motorcycles, shall be operated beyond the parking area at the entrance of the Ranch.

**5.3.1** A Membership may register Family Members, Family Guests, and Guests who drive motorcycles. All Rules that apply to Member motorcycles apply to these motorcycles, including designated routes. All motorcycles must be parked on the designated campsite of the Membership that registered the motorcycle. There is a maximum of four motorcycles allowed at one campsite at one time, including the Membership's own motorcycle(s).

**5.3.2** Riding motorcycles between campsites is not allowed.

**5.3.3** Members and/or other individuals who do not adhere to the rules that apply to driving motorcycles on Black Mountain Ranch are subject to expulsion, suspension, loss of guest privileges, and/or the loss of motorcycle privileges on the Ranch, as is determined most suitable considering the infraction by the Board or its designate.

#### Designated Motorcycle Routes

**5.4** Any Black Mountain Ranch Member, Family Member, Family Guest, or Guest using a motorcycle on the Ranch found on any street other than that which consists of their designated routes will immediately lose the privilege of riding a motorcycle on Black Mountain Ranch.

#### Noisy Motorcycles

**5.5** Any Member, Family Member, Family Guest, or Guest using a motorcycle on Black Mountain Ranch making noise from a noisy muffler that causes members to complain to staff or Trustee shall have their motorcycle privileges suspended immediately, and will have to appeal to the Board of Trustees in writing as to why they should have their privileges reinstated.

#### Handicap Member Use of Personal Carts

**5.6** Upon written approval from the Board, a mobility-impaired Member (or mobility-impaired Family Guest) who required mobility assistance at Black Mountain Ranch shall be allowed to use a personal electric golf cart on roadways, in designated parking areas, and the golf course as provided for in Golf Course Conduct and Rules of Etiquette #7. Each request must include proof of \$250,000 liability insurance and a formal doctor's letter stating mobility assistance is necessary for the mobility-impaired Member (or Mobility-impaired Family Guest). Each request will be approved or rejected on its own merits and at the discretion of the Board. The approval will apply only to the person named in the request form. Only approved mobility-impaired Member(s), (or approved mobility-impaired Family Guest(s) may use or ride in the golf cart. Approved mobility-impaired Member(s), or approved Mobility-impaired Family Guest(s) will be registered with the office/security and will each display a SPARC BC Parking Permit Card (or U.S. equivalent) on the front of the golf cart. Golf carts must be equipped with functioning head lights and taillights if used after dusk or before dawn.

**5.7** The Use of personal golf cart s is permitted on BMR in accordance with Facility rules Section 12 – Personal Golf Carts.

## **Operating Rules Section 6 – ANIMALS**

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### Dogs on Leash

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**6.1** All dogs must be kept on a leash if they are not on the Member's campsite except in the designated Off Leash Area (as designated by the Board of Trustees) in accordance with the Facility Rules Section 11 – Dogs off Leash Area. All dog handlers (INCLUDING CHILDREN) must be in control of their dog at all times. Dogs of any breed that may potentially demonstrate any of the following behavioral tendencies will not be allowed on the Ranch:

- Aggressive behavior towards people, other dogs or animals ☒
- History of biting
- Likely possibility of biting
- The potential to inflict injury on another person, dog or animal
- Lunging towards people, other dogs or animals
- Aggressive barking

### Acts of Cruelty to Animals Prohibited

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**6.2** Acts of cruelty or harassment to any animal on Ranch property is prohibited.

## **Operating Rules Section 7 – FIRE/FIREWORKS**

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### Limitation on Fireworks

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**7.1** No fireworks will be permitted on Ranch property except with the prior approval of the Board.

### Fire Meter

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**7.2** The use of fires on THE RANCH must be at all times in accordance with the prevailing indication of the fire meter. Burning materials must not be left unattended.

**RED – NO FIRES ALLOWED**

Barbecues will be permitted provided extreme caution is exercised, and that all live coals are finally extinguished.

**YELLOW** – Fires are permitted, provided that extreme caution is exercised.

**GREEN** – Open. Use reasonable caution. Restriction to Approved Fireplaces

**7.3** All fires must be in approved above ground fireplaces constructed in accordance with the Architectural Rules.

### No Open Flame Devices

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**7.4** No Tiki torches or similar open flame devices are permitted in the camping area, whether in use or not.

## **Operating Rules Section 8 – ALCOHOL**

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#### Consumption in Accordance with State Law

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**8.1** The consumption of alcoholic beverages on Ranch property shall be in accordance with Washington State Laws.

#### Minors Prohibited from Possession or Consumption

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**8.2** In accordance with Washington State law, a minor is not permitted to have alcohol in his/her possession or to consume alcohol on Ranch property. Any Member responsible for a minor or responsible for providing the minor with alcohol shall be held responsible for the minor in possession of alcohol and will be subject to sanctions as stated in Article II, Number 10 and Administrative Rule Number 1.8.

#### Members Responsible for All Minors

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**8.3** Members are responsible for minors whether Family Members, Family Guests, or Guests, and will be subject to sanctions as stated in Article II, Number 10 and Administrative Rule Number 1.8.

### **Operating Rules Section 9 – DESIGNATED AREAS**

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#### Adult Lounge – Minors Restricted

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**9.1** No person under the age of 21 will be permitted in the Adult Lounge except in an emergency.

#### Teen Room Use

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**9.2** Teen Room in the barn is for the use and enjoyment of minors, ages 13 to 20; adults should limit their presence to supervisory purposes only.

#### 2nd Floor of Barn – Use Restricted to Storage Only

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**9.3** Second floor of the barn is restricted for storage use only.

#### 3rd Floor of Barn – Off Limits

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**9.4** The third floor of the barn is restricted to staff only for limited use.

### **Operating Rules Section 10 – HARASSMENT/COMPLAINTS**

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#### Direction of Employees

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**10.1** No individual group or Member shall instruct or direct an employee of THE RANCH in the performance of his/her duties.

#### Complaints

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**10.2** A Member shall not register any criticisms or complaints directly with an employee, other than the managers. Specific complaints must be directed in writing to the Board.

## Sexual and Personal Harassment

---

**10.3** Sexual harassment or personal harassment or both of any individual at THE RANCH is prohibited. Sanctions may be imposed against the Member, Family Member, Family Guest, Guest, or employee perpetrating the harassment in accordance with the Bylaws, Rules and Regulations and/or the Personnel Policy, as applicable.

## Contractors – Obstruction, Hindrance, Harassment

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**10.4** No individual, group or Member shall obstruct, hinder or harass any contractor or its employee(s) engaged in their duties at the Ranch provided the action in question is consistent with approved policy.

## Operating Rules Section 11 – GUESTS

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### Registration

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**11.1** All Guests must be registered by a Member only and issued a temporary guest pass upon entry to THE RANCH. Temporary guest passes are limited to four (4) days. Failure to register Guests may result in suspension as set down in the Bylaws.

### Member Present

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**11.2** Except as provided for in subsection 11.3 below, the Member, Family Member or Family Guest must be present when a guest is on THE RANCH.

### Guest Pass for Family Guests

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**11.3** Family Guests of a Member must be registered by the Member on a Family Guest Pass for each stay at that Member's campsite and may, then, use the facilities of THE RANCH for seven (7) days without that Member being present. Renewals of the Family Guest Pass must be made with THE RANCH office by that Member unless special approval is obtained from the Board. A maximum of seven (7) stays may be allowed for Family Guests from the Friday prior to the Victoria Day Weekend to the Tuesday following the Labor Day Weekend.

### Family Guest List Registered with Ranch

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**11.4** The Membership may register with THE RANCH a Family Guest List with the names of up to five adults. Guests on the Family Guest List will be given access to the Ranch without the Member needing to be present for each visit, but the Member must register the Family Guest visit in advance, and Family Guests must stop at the gate or office when they first arrive in order to sign the Family Guest Pass described above and obtain a temporary gate card. Members are fully responsible and liable for the conduct and consequences of Family Guests and dependents of the Family Guests. Dependents of a Family Guest may enter THE RANCH with the Family Guest and must be named on the Family Guest Pass. Dependents of a Family Member may also come with the Family Member but do not need to be named on a Guest Pass for each visit, though they must be registered with the Ranch in order to be recognized as Family Members. Changes to the Family Guest List may only be made during the months of

April and October. New Membership owners may register a Family Guest List at time of purchase of a Membership.

#### Expelled for Violation of Rules

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**11.5** At the discretion of the Board and/or its designate, any Guest or Family Guest may be expelled from THE RANCH for violation of Ranch Rules and Regulations. Electronic Approval Requires Guest Privilege Form.

**11.6** When approval is given by electronic means, a signed copy of the Family Guest Pass must be delivered to THE RANCH (or sent electronically) prior to the arrival of a Guest.

#### Not Permitted to Invite Guests

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**11.7** Guests, as defined in Article I section 10, are not permitted to invite guests.

#### Weekend Time Restricted on Golf and Horses

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**11.8** On all weekends throughout the summer season (Victoria Day to Labor Day inclusive) Members only are allowed on the golf course before 10:00 a.m. and Members only are allowed on THE RANCH horses before 1:00 p.m.

#### Privileges Extension, Limitation, Withdrawal

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**11.9** Guest privileges may be extended, limited, and/or withdrawn at the discretion of the Board.

#### Gate Card – Improper Use Of

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**11.10** No Member shall use their gate card to allow entry to any other person, Member or guest.

#### Guest Fees

---

**11.11** There will be a guest fee for all temporary guests coming to the Ranch. Guest fee will be \$5.00 per person per day and children 5 and under will be exempt. The fees will be charged to the member's account, after the sign-up sheets are returned to the office from the security shack. The fees do not apply for registered Family Members or Family Guests, as defined in Article I Section 8 and Article I Section 9. All family members who can be exempt from the guest fees must be registered with the office. If passed at the AGM, fees will be charged as of June 24<sup>th</sup>, 2019.

Updated June 8, 2019

### **Operating Rules Section 12 – SIGNS**

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#### For Sale

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**12.1** "For Sale" signs on Member's campsites are limited to one (1) only, size not to exceed 10" x 12". Signs must be ten (10) feet back from the road allowance and may be in the trailer windows or on driven stakes, but not on live trees.

#### "No Trespassing" Not Permitted

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**12.2** "No Trespassing" signs are not permitted on campsites.

## **Operating Rules Section 13 – GENERAL**

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### **Curfew Hour for Children**

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**13.1** Curfew Hours: All children under the age of 12 years must be in their campsites by 10:00 p.m. unless accompanied by their parent(s) or legal guardian. All other minors under the age of 16 years must be in their campsites by 12:00 midnight unless accompanied by their parent(s) or legal guardian. In the event of a RANCH sanctioned function for either of the above age groups, the curfew would be extended ONLY to cover those minor's attending the function. Any youth found disobeying the curfew hour rules will be escorted to their campsite by security personnel, security committee members or Ranch employees. Repeated violations will result in further action being taken between parents, the appointed Security Liaison Trustee and the Board.

### **Restriction on Overnight Stay – Under 18 Years**

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**13.2** No one under 18 years of age is permitted to stay overnight at Black Mountain Ranch without an adult (as defined by Washington State Law) in attendance at the campsite.

### **Conducting Business or Advertising Prohibited**

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**13.3** No Members, their families or guests will conduct or advertise business on THE RANCH.

### **Full Time Occupancy Prohibited**

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**13.4** Full time occupancy will not be permitted as THE RANCH is designed for recreational use only. Membership may be requested to show proof of residency outside of Black Mountain Ranch.

### **Rental, Lease, Subletting Prohibited**

---

**13.5** A Member may not rent, lease nor sublet any Membership or recreational vehicle in or on Ranch property or offer or advertise for rent, lease or sublet any Membership or recreational vehicle in or on Ranch property.

### **No Firearms**

---

**13.6** Weapons of any type (including firearms, air guns, pellet rifles, crossbows, sling shots, switchblade knives, spring or gravity activated knives, dirks, daggers or martial arts type weapons) are NOT ALLOWED on Member's campsites or on any common area on the Ranch.

### **Gambling Prohibited in Accordance with State Law**

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**13.7** Gambling on Black Mountain Ranch shall be governed in accordance with State and County laws, rules and regulations in place at the time.

### **No Smoking in Ranch Buildings/Smoking Prohibited by Persons under 18 years of Age**

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**13.8** Smoking is prohibited by minor's under 18 years of age. Smoking by those 18 years of age or older is prohibited in RANCH buildings. The Washington State Smoking in Public Places law

prohibits smoking within 25 feet of entrances, exits, windows that open and ventilation intakes that serve enclosed areas where smoking is prohibited.

#### Use of Ranch Equipment

---

**13.9** No Member shall be permitted the use of any Ranch equipment without first obtaining express consent from the General Manager or his/her designate.

#### Water Standpipes – Dry in winter

---

**13.10** All campsite water standpipes shall be left plugged in between November 1<sup>st</sup> and March 31<sup>st</sup> each winter. Thawing, repairs, and replacement due to freezing shall be carried out by Ranch personnel at the expense of the Membership.

#### Burn Pile

---

**13.11** Natural wood debris consisting of tree branches and small trees may be left in a designated location for mulching or burning by the Ranch. All debris must be free of all metal such as nails, screws, hooks, etc. and may not include any “Milled Lumber”.

#### Entry Gate Cards

---

**13.12** Entry gate cards will be issued as follows:

**13.12.1** Member Cards: Two cards shall be issued at no charge to the Membership for use by the Members only.

**13.12.2** Family Member Cards: One card per person will be issued to each “Family Member,” as defined in Article 1, #5, provided the appropriate application is filled out for each Family Member, and the Family Member is, at least, fourteen (14) years of age, is a responsible individual, and abides by all BMR Bylaws, Rules and Regulations and has read all rules that apply to them (A deposit of twenty-five dollars (\$25.00)) U.S. is required per Family Member Card issued. a) Adult Family Member Cards are issued to Family Members who are 21 years of age or older, which provide access to all areas of THE RANCH that utilize card access. b) Minor Family Member Cards are issued to Family Members who are fourteen to twenty (14-20) years old, which provide access to all areas of the Ranch except the adult lounge.

**13.12.3** Family Guest Cards: One card may be issued on a temporary basis (for the duration of a stay) to any Family Guest who is twenty-one (21) years of age or older. (No deposit or application is required, but cards must be picked up upon arrival at the guard shack by the person to whom they are issued and must be returned prior to the final departure of that stay. No cards will be issued to the spouse or dependents of a Family Guest. The Member will be charged if the card is not returned.)

**13.12.4** All applications for permanent gate cards must be completed and signed by the member and the Family Member (in the case of Family Member Cards) and turned in to THE RANCH office and approved by the Board or its designate before a card is issued.

**13.12.5** All cards, regardless of type, are considered as issued ultimately to the Membership and are the liability of the Membership.

**13.12.6** All cards, regardless of type, are considered as issued ultimately to the Member and are the Liability of the Member.

# ***Black Mountain Ranch***

## ***Facilities Rules***

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Effective June 10<sup>th</sup>, 2022

DRAFT

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# Facilities Rules

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## Facilities Rules Section 1 – GOLF COURSE CONDUCT AND RULES OF ETIQUETTE

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The following rules have been prepared by the Golf Course Committee and sanctioned by THE RANCH in order to ensure a high standard of safe play by the members and to aid in maintaining the course in the best possible playing condition. Please cooperate by observing these rules and by ensuring that your children observe them also.

### P.G.A. Rules Prevail

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**1.** P.G.A. Rules of Golf shall prevail except as stated below.

### Pedestrian Traffic Not Allowed

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**2.** Pedestrian traffic is not allowed to walk on the golf course.

### Bicycles and Pets Not Allowed

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**2.1** Bicycles and pets are not allowed on the course.

### Children Under Six (6) Years Not Allowed

---

**3.** Children under six (6) years of age are not allowed on the course.

### Children Six (6) to Eleven (11) Accompanied by Adult

---

**3.1** Children between six (6) years and eleven (11) years of age must be accompanied by a responsible adult.

### Groups Larger than Foursomes (4's) Prohibited

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**4.** Groups larger than foursomes (4's) are not permitted.

### Slow Players

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**4.1** Slower players must allow faster groups to play through.

### Required Footwear

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**5.** Regulation golf shoes or non-rippled flat-soled shoes without heels may be worn.

### Shirts must be worn

---

**5.1** Shirts must be worn at all times on the golf course.

### Start at No. 1 Tee

---

**6.** All players must start at No. 1 tee.

### Maximum Two (2) Players Sharing Clubs

---

**6.1** No more than two (2) players may share one (1) set of clubs.

## Carts and Bags Away from Greens

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### **6.2** Carts and bags must be kept well away from the greens

## Powered Golf Cart

---

**7.** Upon written request to the Board, persons who could not otherwise use the golf course may be allowed the use of a golf cart on the golf course. Each request will be approved or rejected on its merits and at the discretion of the Board. The approval will apply only to the person and the golf cart named in the request form. Such vehicle must be used on the fairways only, and be kept well clear of the greens and aprons. It must be lightweight and have pneumatic tires of sufficient width to prevent damage to the fairways.

## Number of Golf Carts Allowed on the Course

---

**7.1** Only three (3) golf carts are permitted on the course at any given time. Prior registration with Security is required each time on each cart.

## Availability of Course

---

**8.** Members, Family Members and registered Family Guests shall be entitled to use the golf course at all times it is open, except as reserved for Ranch tournaments and as restricted by 8.2.

## Restrictions of Access on Summer Weekends

---

**8.1** On all weekends Members and Family Members age 12 and over only are allowed on the golf course before 10:00 a.m. unless certified by the Golf Committee. No teaching is allowed to take place on the course before 10:00 a.m. Guests are not allowed until 10:00 a.m.

## Guests Accompanied by Member

---

**8.2** All other guests on the golf course must be accompanied by a Member at all times.

## Identifying Tags Required

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**8.3** All Members and Family Members shall have an identifying tag affixed to their golf bags when using the golf course.

## Local Rules

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### Out of Bounds

**9.1** Out of bounds - return ball to fairway at point of entry. Penalty one (1)stroke.

**9.1.1** All perimeter fences and all areas beyond screen nets.

**9.1.2** Wooded areas to the left of #1 and #2 fairways and to the right and left of #6 fairways.

**9.1.3** The greenbelt.

**9.1.4** All areas marked by white stakes.

**9.1.5** Right side of #9 Fair-way. Return ball to fairway at point of entry. No penalty.

Mats Must Be Used

---

**9.2** Mats must be used. No exceptions.

Trees in Play Unless Staked

---

**9.3** All trees unless staked are in play.

Improving Lie and Relief

---

**9.4** Lie of the ball may be improved on fairways only.

**9.4.1** Ball may be moved, no closer to the hole, to get relief from the pump house and other man-made objects. No penalty.

**9.4.2** Ball may be moved two (2) club lengths from fences and nets, but no nearer the hole. No penalty.

Replace Divots, Repair Ball Marks

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**9.5** Replace divots and repair ball marks on greens

**Facilities Rules Section 2 – TENNIS COURT POLICY AND RULES**

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Playing Time Limit

---

**1.** Singles or doubles may play for three quarters (3/4) of an hour.

Use of Backboard

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**2.** No practicing on backboard if side court is in use.

Shoes

---

**3.** Players must wear non-marking shoes.

Court Open Times

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**4.** Courts are open from 7:00 am to dusk.

Adult Supervision Children Under (8) Years

---

**5.** Children under eight (8) years of age must have adult supervision.

Member Use

---

**6.** Members, Family Members, and guests shall be entitled to use the tennis courts at all times they are open except as reserved for Tennis Club and Ranch tournaments.

### **Facilities Rules Section 3 – BICYCLE SAFETY RULES**

---

#### Obey Ranch Signs

---

1. Cyclists must obey all Ranch speed and directional signs.

#### Attachment to Vehicles Prohibited

---

2. No person riding upon any bicycle, coaster, roller skates, sled or toy vehicle shall attach the same or himself to any vehicle upon Ranch roadways.

#### Riding – Right of Roadway

---

3. Persons operating a bicycle upon THE RANCH shall keep to the extreme right side of the road.

#### Riding – Maximum Two Abreast

---

4. Persons riding bicycles upon THE RANCH shall not ride more than two abreast.

#### Riding – Hours of Darkness

---

5. Bicycles used during the hours of darkness (sunset to sunrise) must be equipped with a lamp on front, which shall emit a white light, and a red reflector on the rear.

#### Brakes Required

---

6. Bicycles must be equipped with operating brakes.

#### Parent/Guardian Responsibility

---

7. Parent or guardian shall not authorize or permit a child or ward to violate any of the provisions of this chapter.

#### Bikes Walked On Up and Down Hills

---

8. Bicycles must be walked down the downhill and uphill road. In the event an infraction of this bicycle rule occurs, the bicycle(s) will be confiscated by Security and may be claimed at a later date by the Member or Parent of the offender.

### **Facilities Rules Section 4 – POOL/BATHHOUSE COMPLEX POLICY AND RULES**

---

The pool/bathhouse complex is available for the use and enjoyment of Members and guests. The following rules are enforced to provide a safe, clean and attractive atmosphere for all swimmers. We ask your cooperation in complying with the rules. Offenders will be asked to leave the facility. Serious offenders, who endanger others by their actions, may be denied the privilege of using the facility. Thank you for your cooperation.

#### Own Risk

---

1. Swim at your own risk.

### Authority of Pool Staff

---

**2.** The pool staff must be obeyed at all times. The pool staff has the authority to clear the pool as they deem necessary and also to withdraw swimming privileges from Members or their guests.

### Health and Safety

---

**3.** Rules for the health and safety of all concerned:

#### Shoes and Socks at Entry

---

**3.1** Shoes and socks must be removed prior to entering the change rooms. The entry area is to be kept neat and tidy by leaving your shoes in the lockers provided.

#### Cleansing Showers

---

**3.2** All Swimmers must take a cleansing shower prior to entering the water.

#### Swim Attire

---

**3.3** Proper swim attire must be worn. Cut-offs, not allowed.

#### No Open Wounds, Bandages, Infections

---

**3.4** Swimmers with open wounds, bandages, or skin infections are not allowed in the pool.

#### No Food and Drinks

---

**3.5** Food or drinks are not allowed in the pool/bathhouse complex.

#### Flotation Devices

---

**3.6** Flotation devices are not approved in the pools.

#### Swim Diapers

---

**3.7** Incontinent swimmers must wear a swim diaper or cloth diaper with plastic pants with elastic waistband and leg bands

#### Diving – Outdoor Pool Restrictions

---

**4.** No back dives or diving in the shallow end of the outdoor pool.

#### Diving – Indoor Restrictions

---

**4.1** No diving permitted in the indoor pool.

#### No Running

---

**5.** Running is not allowed.

Adult Supervision – Non-Swimmers and Under 12 Years

---

6. Adult supervision required for all non-swimmers and children less than twelve (12) years of age.

Behavior

---

7. Horseplay, pushing, spitting or throwing debris is not allowed.

Disclaimer of Responsibility for Lost Articles

---

8. THE RANCH is not responsible for lost or stolen articles.

9. Time/Age Restrictions

---

Pool hours shall be:

Winter Hours (Indoor pool only)

Adult swim 8 a.m. to 10 a.m. and 9 p.m. to 11 p.m.

All ages 10 a.m. to 9 p.m.

Summer Hours

Indoor Pool

Adult swim 8 a.m. to 10 a.m. and 9 p.m. to 11 p.m.

All ages 10 a.m. to 9 p.m.

Outdoor Pool

Adult swim 8 a.m. to 9 a.m.

All ages 9 a.m. to dusk

**Facilities Rules Section 5 – EQUESTRIAN POLICY AND RULES**

---

THE RANCH shall maintain a number of horses available for the use and enjoyment of Members and their guests. The number of horses shall be determined from time to time by resolution of the Board; such determination will depend upon capacity of available pasture, equestrian facilities, operating funds, and the priorities of the Membership from time to time.

The rules are meant to ensure a safe and pleasant riding experience. Offenders may be denied the privilege of using the horses and equestrian facilities. Those Members presently boarding a horse on THE RANCH shall retain that privilege until that horse is removed from THE RANCH to other accommodations. Ride at your own risk.

Cruelty or Harassment

---

1. Acts of cruelty or harassment to any animal on Ranch property is prohibited.

Authority of Staff

---

2. The Wrangler or staff member in charge of the horse rides shall have the final decision as to the ability of the rider with regard to the class of ride the rider may take.

Supervision of Rides

---

3. The Wrangler or staff member in charge shall supervise all rides on Ranch horses, unless special written permission is given by the Ranch Manager.

## Riding Locations

---

**4.** Horses may be ridden only on fields, trails, pathways, and the arena as posted in the tack room from time to time. Horses shall have the right-of-way on designated horse trails.

**4.1** With written permission from The Ranch Manager, horses may be ridden outside of the designated fields, trails, pathways and arena for special purposes. Updated: 6/9/18

## Tack Requirement

---

**5.** Horses shall be ridden with a bit, bridle or hackamore.

## Footwear

---

**6.** All riders shall wear closed distinctively heeled, closed toed sturdy footwear.

## Helmets

---

**7.** Approved helmets are mandatory for anyone riding a horse on Black Mountain Ranch.

## Access to Barns, Corrals, Feeding Area, Tack Room, Pastures

---

**8.** Access to all horse barns, corrals, feeding areas, tack room, and pastures is restricted to staff unless at the invitation or delegated by the Wrangler or responsible staff person with the following exception:

Updated: June 9, 2018

**8.1.** Access to the above areas is permitted to private horse owners during the hours as outlined in Rule #9.

Updated: June 9, 2018

## Hours of Access to Barns, Corrals, Feeding Area, Tack Room, Pastures

---

**9.** Access to horse barns, corrals, feeding areas, tack room, and pastures is restricted to staff as follows: from October 1st to March 31st, from 8:00 p.m. to dawn, and April 1st to September 30th from 10:00 p.m. to dawn.

Updated: June 9, 2018

## Smoking Prohibited

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**10.** Smoking is prohibited in or within fifty (50) feet of all horse barns, pastures, corrals and feeding areas and on all rides.

Updated: June 9, 2018

## Quarantine Policy

---

**11.** All new horses brought onto THE RANCH as well as current horses trailered off THE RANCH shall comply with the current Ranch quarantine policy.

Updated: June 9, 2018

**11.1** For the health and safety of the herd, the Ranch Manger or Barn Manager may impose a temporary ban on the removal or return of horses due to a potential health threat on or off of THE RANCH.

Updated: June 9, 2018

## Use of Ranch Horses

---

**12.** Ranch horses are only to be used for supervised rides and are not to be used by Members or guests for private rides.

Updated: June 9, 2018

## Private Boarded Horses

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**13.** With approval from the Board, a Member may board a horse on the Ranch adhering to the above equestrian rules and the below specific rules for private horses. Updated: 6/9/18

**13.1.** The number of spaces available for private boarded horses shall be determined from time to time by resolution of the Board; such determination will depend upon capacity of available pasture and equestrian facilities including storage space for tack. Updated: 6/9/18

**13.2.** A Member must complete and submit a boarding request through the office. If space is available the member will be notified and must begin paying boarding fees immediately to secure their spot. If space is not available the member may elect to be added to the list of boarding requests. Updated: 6/9/18

**13.3.** Member must sign and adhere to the boarding agreement. Updated: 6/9/18

**13.3.1.** At the discretion of The Board, the boarding agreement may be revised requiring the Member to again sign and adhere to the revised boarding agreement to maintain their board. Updated: 6/9/18

**13.4.** To use Ranch facilities all private horses must be boarded on THE RANCH. Ranch facilities are not available or to be used by Members' horses boarded off of THE RANCH and trailered on. Updated: 6/9/18

**13.5.** Group ownership or group leases are not permitted. A horse may only be owned or leased by a single membership. Updated: 6/9/18

**13.6.** If for any reasons a boarded horse is taken off THE RANCH for an extended period, the Member must continue to pay the full boarding fee to maintain their spot. Updated: 6/9/18

**13.7.** No Membership funds are to be expended providing services, facilities or conveniences for private horses. Updated: 6/9/18

**13.8.** Proof of a minimum of one million dollars (\$1,000,000) liability insurance coverage for saddle horses in the United States, and a current certificate from a licensed veterinarian satisfactory to the Ranch Manager shall be on file in THE RANCH office before a new private horse is brought onto THE RANCH. Updated: 6/9/18

**13.8.1.** Member must provide and be on file in THE RANCH office, annual evidence of a minimum one million dollars (\$1,000,000) liability insurance coverage for saddle horses in the United States. Updated: 6/9/18

## Facilities Rules Section 6 – TEEN ROOM RULES

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### Age Restriction

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**1.** No person twenty-one (21) years of age or older is allowed to use this facility. (See also operating rule 9.2)

### Proof of Age

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**2.** Proof of age is required when requested by Ranch Security.

### Alcoholic Beverages Prohibited

---

**3.** Alcoholic beverages are prohibited in this facility. Evidence of alcohol use will result in closure of the facility. Used containers are sufficient proof of alcohol use.

### Responsibility for Guests

---

**4.** Persons using this facility are responsible for conduct of their guests.

### Skate Boards and Bicycles Prohibited

---

**5.** No skateboards or bicycles allowed in teen room.

### Trash Disposal

---

**6.** Dispose of all trash in containers provided.

### Reporting Violations

---

**7.** Report all violations of rules to Ranch Security promptly.

### Adult Supervision of Dances

---

**8.** A minimum of three (3) adults must be present for supervision of teen and/or pre-teen dances. The three (3) adults with campsite numbers will complete the chaperone registration form available at the office or from Security and give these completed forms to security before the start of a dance.

### Offensive Foul Language/Excessive Sound

---

**9.** Offensive foul language and excessive sound volume may result in confiscation of material and in facility closure. Determination of “offense” and “excessive” shall be the decision of the Ranch Manager.

### Closing Time

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**10.** The Teen Room will close at 12:30 a.m.

### Sign Out

---

**11.** Sign out of the Teen Room is restricted to Members, not guests.

## **Facilities Rules Section 7 – ADULT LOUNGE RULES**

---

### Age Restriction

---

**1.** No person under the age of twenty-one (21) will be permitted in the adult lounge except in an emergency.

### Courtesy and Consideration

---

**2.** Be courteous and considerate to your fellow Members.

### Clean Up After Use

---

**3.** Clean up after your stay, leaving a neat and tidy area for the next Member(s) visit.

### Accessories

---

**4.** All accessories, for games, must be left in the lounge.

### Clean Up

---

**5.** Accidental spills in the areas surrounding the card table, pool tables, and dartboards must be cleaned up immediately.

### Card Tables

---

**6.** There is a card table two (2) hour limit per group when others are waiting. If the table is in use put your name and time on the board provided, signaling your intent to play.

**6.1** If socializing at the card tables, you must give it up to Members who inform you of their intent to play.

### Pool Tables

---

**7.** The pool table is not a challenge table.

**7.1** If pool table is in use put your name on the board provided. Time is limited (when busy) to one (1) game at a time.

**7.2** Take proper care of the pool table, cues, rake, etc. No drinks are allowed on the table, no smoking while shooting.

**7.3** Cover pool table when leaving.

### Dart Boards

---

**8.** Do not monopolize the dartboards. The time limit when others are waiting is (1) game at a time.

**8.1** If dartboards are in use, place your name on the board provided, letting others know of your intent to play.

**8.2** Do not throw darts until the area is clear. Darts can be dangerous, use with care.

**8.3** Take proper care of the dartboards; do not leave darts in the boards.

**8.4** THE RANCH does not provide the darts for the dartboards

### Music

---

**9.** Music must be kept to a minimum.

### Lock Side Door

---

**10.** Lock side door when leaving the lounge.

### No Smoking

---

**11.** NO SMOKING inside the lounge area, please use the exterior smoking area.

### No Gambling

---

**12.** Gambling is not allowed.

Drink Responsibly

---

**13.** If you drink alcohol, drink responsibly and don't drive.

## **Facilities Rules Section 8 – RECREATION BUILDING RULES**

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Multi-Use Complex and Bookings

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**1.** The Recreation Building Hours are as follows: 8 a.m. to midnight.

**1.2** Special Functions: Open as required for youth, teens, etc.

Booking Preference

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**2.** A Ranch Club/Committee function using the Recreation Building, the patio or gazebo shall take precedence over a private party function.

Gazebo Bookings

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**3.** The gazebo may be booked by itself or together with the Recreation Building kitchen, by a Member for a private party. Reservations must be made with the Ranch office at least seven (7) days prior to desired date. Deposit and charges shall be in accordance with the current schedule of fees, as approved by the Board.

Booking Approval

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**4.** All bookings of the Recreation Building and Gazebo must be approved by the Board or designate.

Individual Access

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**5.** Individual access to the Recreation Building for other than booked functions and special events, shall be by use of the entry gate card.

Footwear

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**6.** Spiked, cleated or very dirty footwear is not allowed inside the facility except for the washrooms provided with exterior access from the West deck.

Sports Equipment

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**7.** Sports equipment shall be signed out from Security.

Spills and/or Stains

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**8.** Spills and/or stains that cannot be cleaned immediately by those present shall be reported to Maintenance or Security as soon as possible.

Damage

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**9.** Any damage shall be reported to Maintenance or Security as soon as possible. Any damage posing a hazard to persons or to the facility shall be reported to Security immediately.

### Chairs, Tables, and Equipment Storage

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**10.** Clubs, committees and individuals using the facility for a function are responsible for putting chairs tables, and other equipment back into proper storage.

### Pets

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**11.** No animals of any kind are allowed in any area in the Recreation Building. Trained dog guides are exempt.

### Facilities Rules Section 9 – ARTS & CRAFTS RULES

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#### Children Under Twelve (12) Accompanied by an Adult

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**1.** Children under twelve (12) must be accompanied by an adult.

#### “Mother of Pearl” Glaze Use

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**2.** Warning: pregnant women must not enter if “mother of pearl” glaze is being used or fired.

#### Firing Schedule

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**3.** To fire items, place on counter and enter your name and item in book on counter.

#### Approved Firers

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**4.** Firing only to be done by trained and approved firers.

#### Molds/Pouring

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**5.** Molds are to be used by experienced pourers or under the supervision of an experienced pourer.

#### Tool/Crafts Care

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**6.** If you break any tools or crafts you are responsible for their cost. Leave a note with Security indicating name and campsite and item(s) damaged.

#### Cleanup

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**7.** Please leave your work area clean.

### Facility Rules Section ~~11~~10 – Dog off Leash Area

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- Dogs with current vaccinations only
- No Female dogs in heat
- Dog handlers must be in view and in control of their dog(s) at all times.
- Owners must pick up after their dogs immediately
- Dogs who bark incessantly or are aggressive must be removed
- Owners are responsible for any injury or damage caused by their dog(s)
- Children must be accompanied by an adult and supervised at all times

- Animal and human food or treats are not permitted
- Dogs must be leashed while entering or exiting the off lease area
- Dog handlers must be 16 years of age
- Owners must fill in any holes dug by their dog(s) immediately
- Dogs with a history of dangerous behavior are not permitted

## Facility Rules Section **1211** – Personal Golf Carts

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**1211.1** Prior to bringing any new golf cart onto THE RANCH, the Member must book an appointment through the office in advance to have the golf cart inspected and registered. Members that arrive at the Ranch to register a new golf cart without an appointment may be turned away unless someone is available to do a proper inspection and registration.

Updated: 6/9/2018

**1211.2** All new golf carts must be inspected before use and once passed will be assigned an identification number and registration sticker that will be recorded in the office.

Updated: 6/9/2018

**1211.2.1** A first time registration fee of forty dollars (\$40) will be charged to the Member's account.

Updated: 6/9/2018

**1211.3** Annually, all golf carts must be re-registered and receive an annual registration sticker.

Updated: 6/9/2018

**1211.3.1** An annual re-registration fee of twenty dollars (\$20) will be charged to the Member's account.

Updated: 6/9/2018

**1211.4** Identification number must be displayed on the front and rear of the vehicle and be visible at all times.

Updated: 6/9/2018

**12.5** Annual registration stickers must be displayed and visible on the vehicle at all times.

Updated: 6/9/2018

**1211.6** Personal golf carts are NOT allowed on the Golf Course.

**1211.7** All golf carts must be electric – no gasoline powered vehicles.

**1211.8** All Golf carts must have liability insurance.

**1211.9** Proof of insurance must be up to date and filed with the office yearly.

Updated: 6/9/2018

**1211.10** All golf cart drivers must have a valid driver's license and be at least eighteen (18) years old. Learner's permits are not acceptable.

Updated: 6/9/2018

**1211.11** All golf cart owners are responsible for their guests and must make sure that the guests know and follow Ranch rules.

**1211.12** Golf carts must follow posted speed limit.

**1211.13** NO driving golf carts while intoxicated.

**1211.14** Golf carts must have permanently mounted and working head lights (LED light bars acceptable) and tail lights powered by the golf cart's electrical system.

Updated: 6/9/2018

**1211.15** Lights must be turned on between the hours of dusk and dawn.

Updated: 6/9/2018

**1211.16** Golf carts must have operating brakes in good mechanical condition.

Updated: 6/9/2018

**1211.17** Do not leave your keys in the golf cart when not in use.

**1211.18** Golf cart driver cannot have anyone sitting on their lap.

**1211.19** Seating capacity must be met, meaning one person per seat.

Updated: 6/9/2018

**1211.19.1** No standing passengers

**1211.19.2** No sitting on laps

Updated: 6/9/2018

**1211.20** Golf carts may not be used as a tow vehicle. This includes towing utility trailers, coolers, golf bags, etc.

Updated: 6/9/2018

**1211.21** Golf carts must be stored on the Member's site.

**1211.22** All golf carts must be registered with BMR, NO guests are allowed to bring their cart onto the premises.

**1211.23** Personal golf carts are considered vehicles, and must obey Operating Rules Section 5.1 and 5.2.

Updated: 6/9/2018

DRAFT

# ***Black Mountain Ranch***

## ***Architectural Rules***

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Effective June 10<sup>th</sup>, 2022

DRAFT

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# Architectural Rules

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## Architectural Rules – ARCHITECTURAL TERMINOLOGY

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**Camping vehicle** – a park model trailer, camping trailer, fifth wheel camping trailer, tent trailer, pickup truck mounted camper, motor home or camper van as classified by the manufacturer.

**Porch** – a freestanding structure allowing steps up to a landing area to the doorway for access into the camping vehicle or add-on room, which may or may not be covered.

**Deck** – a floored structure allowing outdoor enjoyment above ground level covered or open, this may also include steps or a ramp.

**Shed** – a freestanding four-sided structure with floor and roof used for storage only.

**Patio** – a ground area covered by gravel, tiles, patio slabs or interlocking pavers.

**Firewood cover** – a covered structure open on one or more sides.

**Temporary roof** – a gabled or slanted structure built directly on top of the roof of the camping vehicle.

**Add-on room** – a three or four-walled covered structure that *must abut to but is not attached to the trailer* ~~abuts the camping vehicle~~ and adds indoor space. Updated: 6/8/2019

**Fence** – a post and panel or rail structure that may be movable, generally used along campsite boundaries.

## Architectural Rules Section 1 – CAMPSITE

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### **Procedures for obtaining approval for campsite improvements:**

Application forms for campsite improvements are available in THE RANCH office. Completed forms are to be submitted to THE RANCH office for review and approval. If an application for campsite improvements meets Architectural Control Rules, preliminary approvals by the Board's designate will be given in writing and construction may commence based on those approvals and limited to that project. Preliminary approvals will be in writing on a permit/card issued by THE RANCH office which permit/card must be displayed in a conspicuous location on the campsite until final approval is received. The Board or its designate will give final approval in writing once the preliminary campsite improvements are complete and in compliance with the guidelines as set out in the preliminary approval. Building permits have an expiration date of six months from the date of approval, and may be renewed at THE RANCH Office if needed to complete the project. The Member is responsible for returning the permit and card to obtain the final approval of construction.

### Maintain in Good Condition

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**1.1** Camping vehicles, porches or shed, covered/uncovered patio and/or deck, firewood cover, fencing, retaining walls, and pavers; and any other structure on a campsite, and the campsite itself shall be maintained in clean, attractive and structurally sound condition. Updated: 6/9/2018

### Submission/Approval of Plans/Alterations Required

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**1.2** No alterations, changes, additions or improvements may begin to any part of the Members' campsite without obtaining a permit/card by following the procedure as set out above. Repairs to existing structures do not require a permit as long as there are no changes to the previously submitted and approved plans. Repairs of more than fifty percent (50%) of the structure will require a permit.

Updated: 6/9/2018

### Nothing Out-side Campsite/Designated Campsite Agreement Letter

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**1.3** No structure including fences, other than part of the shed as per rule 3.5.8 may be located anywhere outside the perimeter boundary of the designated campsite. The Member is required to sign a Designated Campsite Agreement Letter, which prohibits greenbelt encroachment, at the time of transfer of ownership of the Membership.

### Clearance from Side Boundary

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**1.4** No new structure on any campsite may be situated any closer than within sixteen inches (16") of the campsite side boundary lines *measured from outside sheathing*, with exception of the Camping Vehicle auxiliary roof as outlined in Architectural Rule 2.1.1 (i) and 2.5.2. All structures must satisfy the Board or its designate that no neighbor will be adversely affected. Gutters are not included in this measurement.

Updated: 6/10/2022

### Impeding Access to Driveways Not Permitted

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**1.5** Barriers, chains or ropes across campsite driveways/parking area or anything that may impede access to driveways are prohibited.

## Architectural Rules Section 2 – CAMPING VEHICLES

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### Limitation to One per Campsite

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**2.1** One (1) Member Camping Vehicle is allowed per campsite. In addition, one temporary tent constructed of canvas or similar material, and covering an area not exceeding one hundred and fifty square feet (150sq ft) shall be allowed per campsite, the location of which shall be behind the Member camping vehicle (if present) and may extend into the greenbelt behind the campsite. Tents may only be up while the site is occupied.

### Positioning Camping Vehicle and Maximum Size; Pre-Approval

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**2.1.1** The following must be adhered to:

- i. The Member is required to obtain pre-approval from the Ranch prior to placement of any new or used Camping Vehicle on the Membership campsite. Placement of camping vehicle on the campsite must conform to required setbacks. (See Architectural Rules 1.4 and 2.1.1 ii.)
- ii. Camping Vehicle must be set back a minimum of fifteen (15) feet from the front boundary of the campsite and the service road, unless prior approval is

obtained from the Board of Trustees. Camping vehicle must remain mobile on its tires and camping vehicle designed without wheels must remain transportable. Stabilizing devices are permitted.

iii. Camping vehicle must be placed on the right hand side of the campsite parallel to the boundary of the adjoining campsite to the right, as viewed from the roadway. The towing hitch must be pointed to the front of the campsite, and the entry door facing the left hand side of the campsite, unless impractical and approved in advance by the Board of Trustees. A minimum eighteen-inch (18") lot line clearance apron from any part of the camping vehicle, including tip outs must be maintained to permit access to services and to allow trailer maintenance without encroaching upon the adjoining campsite. The Ranch shall be responsible for locating boundary markers.

iv. Maximum Member camping vehicle size permitted:

(a) Area: Four hundred (400') sq. ft. main floor area, which includes tip outs or slide outs.

(b) Length: Forty-ft. (40') long, measurement to be taken from the tow ball area of the hitch to the back of the rear bumper.

v. ACC Inspection and compliance of the campsite must be met before any "new" or different trailer is allowed to be placed on the campsite.

#### Alterations to Exterior Dimensions/Design Restricted

**2.2** No alteration to the exterior dimensions and the original manufacturer's design of a camping vehicle shall be made other than that which is provided for in THE RANCH Bylaws, Rules and Regulations.

#### Other Vehicle Parking

**2.3** All Member and guest vehicles must be parked on the Members' campsite.

#### Storage of Other Vehicles

**2.3.1** Other than the Membership's "camping vehicle" (see ARTICLE I, Interpretation #13) and registered personal golf cart, storage of any other vehicle, utility trailer, or motorized recreation equipment (snowmobiles, motorcycles, trailer hauled boat, ATV's, etc.) is prohibited in the Members' absence, unless authorized in advance by the General Manager. Updated: 6/9/2018

i. All canoes, kayaks and other non-motorized recreational equipment must be stored within the boundaries of the designated campsite, in a safe, neat and maintained manner.

#### Guest Camping Vehicle

**2.4** Only one guest camping vehicle will be allowed per campsite in accordance with the rules, with a two week maximum timeframe at the Ranch per visit.

i. Guests must register and obtain a permit for an additional camping vehicle through the Office or Security prior to entering the Ranch.

## Portable Secondary Roofs

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**2.5** Secondary roofs attached temporarily to the roofs of trailers are permitted. The following must be adhered to:

- 2.5.1** Maximum height shall not exceed three (3) feet from the top of the roof of the camping vehicle, not including air conditioning units or roof vents.
- 2.5.2** Maximum overhang shall not exceed sixteen (16) inches. The area between tip-outs and the ends of the trailer where it becomes impractical to jog the overhang in and out may exceed 16 inches in order to allow adequate coverage of the tip-out walls. Overhang may not exceed the maximum overhang of 16 inches past the wall of the tip-out exterior wall when fully extended.
- 2.5.3** These roofs shall not be attached to or form part of the porch/deck roof.
- 2.5.4** All plumbing and furnace heating vents must be vented to the atmosphere.
- 2.5.5** In no case shall any portions of a roof, including the gutter extend beyond or overhang a Member's lot line.
- 2.5.6** Acceptable roofing materials are wood shingles, asphalt shingles, rigid plastic, steel, and metal or vinyl panels of a color that blends with the natural surroundings.

## Free Standing Structures

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**2.6** Freestanding structures to cover a camping vehicle are not allowed.

## Skirting

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**2.7** Skirting for the bottom of a camping vehicle will be allowed as long as it can be easily removed.

## Wood Heating Appliances Prohibited

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**2.8** Wood heating appliances are strictly forbidden inside recreational vehicles *or any structure* in accordance with Washington State Law.

Updated: 6/8/2019

## Architectural Rules Section 3 – STRUCTURES

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### Allowed Structures, Combinations, Compliance, Materials

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**3.1** The only structures permitted on an assigned membership lot are:

- One deck with or without a roof
- One patio roof
- One add-on room ~~to be a~~ **maximum 120 sq ft**
- One storage shed ~~to be a~~ **maximum 100 sq ft**
- Covered porch(s) **maximum 30 sq ft total**
- One firewood cover ~~to be~~ **maximum 40 sq ft**

Updated: 6/10/2022

Updated: 6/10/2022

Updated: 6/10/2022

**3.1.1** Any combination of these structures is permitted up to a maximum of 400 square feet of lot coverage.

**3.1.2** All structures must comply with the Ranch Architectural Rules and the Whatcom County and Washington State Bylaws, Codes and Standards relating to Public Health and Safety.

~~i. Retaining walls may only be built within the boundaries of a membership campsite. Construction of retaining walls must conform to a design approved by the Ranch and will not exceed four (4) feet in height without utilizing a two foot "Terrace" design.~~

Updated: 6/10/2022

**3.1.3** Retaining walls may only be built ~~on a~~ *within the boundaries of a* Membership's campsite, not in the greenbelt. *Construction of retaining walls must conform to design and materials approved by the Ranch and will not exceed four (4) feet in height without utilizing a two (2) foot "Terrace" design.* Retaining walls exceeding four (4) feet in height require a county permit.

Updated: 6/10/2022

**3.1.4** All structures permitted on the membership lot shall be constructed of ~~metal, wood shingles, asphalt shingles, rigid plastic, steel, and metal or vinyl panels of a~~ *wood, metal, rigid plastic, PVC, or vinyl in a* color that blends with the natural surroundings.

Updated: 6/10/2022

**3.1.5** It is the Member's responsibility to ensure that areas covered by concrete patio blocks and paving stones and structures located on the assigned membership lot are located and constructed in such a way that access to known water, sewer and electrical services is not restricted or impeded. All costs incurred by THE RANCH which are associated with moving, dismantling or the repair of structures or paved areas damaged when access to services is required shall be billed on the Member's quarterly billing and must be paid in addition to regular dues.

i. In the event of emergency repairs that require the moving of a Membership's personal property, The Ranch staff will, with as much care as possible, move such items so that repairs may be made without disrupting adjacent memberships. Such moving will only take place if absolutely necessary. If conditions allow, the Member will be given time to move their own belongings. The Ranch will not incur any liability for damage to moved items.

**3.1.6** Plumbing fixtures are not permitted in any structure on the membership lot other than in the camping vehicle.

**3.1.7** *Any electrical fixtures including electrical wiring, fuse panels, outlets, lighting etc. are not permitted in any structure built after June 2009 without Whatcom County Electrical Permit and proof of electrical inspection from Whatcom County.*

Updated: 6/8/2019

**3.1.8** All structures permitted on the membership lot shall blend with the natural surroundings.

Updated: 6/8/2019

**3.1.9** The height of structures on the membership lot must not exceed the height of the camping vehicle.

Updated: 6/8/2019

## Deck With or Without a Roof

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**3.2 Deck With or Without a Roof:** A deck is an elevated multi sided structure open to the elements. The following requirements apply to decks:

- 3.2.1** A deck may be constructed with or without a roof.
- 3.2.2** A deck must be open to the elements and not be enclosed on the sides above the floor level.
- 3.2.3** The floor of the deck may not exceed the floor height of the camping vehicle and may not be more than thirty (30) inches above grade.
- 3.2.4** A deck may abut to but not be attached to the camping vehicle.
- 3.2.5** A deck may not be located closer to the road than the exterior of the front wall of the camping vehicle.
- 3.2.6** A deck may be constructed of wood or other approved composite construction materials.
- 3.2.7** The maximum floor area of a deck shall not exceed four hundred (400) sq. ft. *Measured based on finished floor area.* Any other structures on the member's site will be deducted from the four hundred (400) sq. ft. Updated: 6/10/2022
- 3.2.8** The roof on a deck may abut but not be physically attached to the camping vehicle or camping vehicle auxiliary roof. Flashing material to prevent water entry is permitted providing it is only attached to either the deck roof or camping vehicle roof.
- 3.2.9** A deck roof is limited in height to 10 feet from the floor of the camping vehicle.
- 3.2.10** Roof overhangs for a deck roof shall not exceed 16 inches measured from the outside of the finished floor area. Gutters are not included in this measurement.
- 3.2.11** Railings or guards shall not exceed 42 inches measured from the top of the deck floor.
- 3.2.12** Overhangs may not be added together to increase covered areas. Updated: 6/8/2019

## Patios With a Roof

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Updated: 6/8/2019

**3.3 Patios With a Roof:** A patio is a ground area covered by gravel, tiles, patio slabs or interlocking pavers. The following requirements apply to patios with a roof cover. (Note that covering the forest floor with gravel, dirt or pavers any more than minimally essential is discouraged because it smothers the roots of trees and can lead to gradual tree death in the forest.) Updated: 6/8/2019

- 3.3.1** Patio slabs and pavers may not be located closer to the road than the exterior of the front wall of the camping vehicle.
- 3.3.2** The placement of patios must not impede the growth of trees.
- 3.3.3** Concrete patio slabs may not exceed 24x24x2 inches. The use of poured in place concrete is not permitted on the Membership campsite.
- 3.3.4** The maximum area of a patio roof shall not exceed four hundred (400) square feet measured from the outside of the patio roof supports and the wall of the camping vehicle. Any other structures on the member's site will be deducted from the four hundred (400) *square feet* allowance. Updated: 6/10/2022

**3.3.5** Roof overhangs for a patio roof shall not exceed 16 inches measured from the outside of the patio roof supports. Gutters are not included in this measurement. Overhangs may not be added together to increase covered areas.

Updated: 6/8/2019

#### Add-On Room

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**3.4** Add-On Room: An add-on room is *an* enclosed structure which abuts *the right-hand side of* a camping vehicle. The following requirements apply to add-on rooms:

Updated: 6/8/2019

**3.4.1** Roof overhangs shall not exceed 16 inches measured from the outside of the finished wall. Gutters are not included in this measurement.

**3.4.2** The maximum floor area of an add-on room shall not exceed 120 square feet measured from the outside of the wall sheathing.

**3.4.3** An add-on room shall not be located closer to the road than the exterior of the front wall on the camping vehicle.

**3.4.4** An add-on room must abut to but not be physically attached to the camping vehicle or camping vehicle auxiliary roof. Flashing material to prevent water entry is permitted providing it is only attached to either the camping vehicle or the add-on room.

**3.4.5** The floor height of the add-on room may not exceed the floor height of the camping vehicle.

**3.4.6** An add-on room roof is limited in height to 10 feet from the floor of the camping vehicle.

#### Storage Sheds

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**3.5** Storage Sheds: One storage shed shall be permitted on a membership lot. The following requirements apply to storage sheds.

**3.5.1** Sleeping accommodations are not permitted in the storage shed.

**3.5.2** Storage sheds shall be located at the rear of the campsite. If impractical, prior approval for an alternate location must be obtained from the Board of Trustees or its designate.

**3.5.3** The floor area of the storage shed shall not exceed 100 square feet measured from the outside of the wall sheathing.

**3.5.4** Sheds shall be constructed on two (2) parallel treated beams not less than 4 inches x 4 inches in height and width which are set completely above ground and extending the full length of the shed.

Updated: 6/8/2019

**3.5.5** The maximum height of a storage shed shall not exceed 9 feet measured from the top of the treated beams to the top of the roof peak.

**3.5.6** Roof overhangs for a shed roof shall not exceed 12 inches measured from the outside of the wall sheathing. Gutters are not included in this measurement.

**3.5.7** Windows are not permitted in storage sheds.

**3.5.8** Storage sheds may be partially located in green belt areas providing that one wall of the shed is set a minimum of one foot inside the designated membership campsite boundary line.

## Covered Porches

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**3.6 Covered Porches:** One or more covered porches are permitted on a membership lot to provide protection from the elements while entering a deck, add-on room or the camping vehicle. The following requirements apply to covered porches:

**3.6.1** Porch roofs may be free standing or attached to a permitted structure on the membership lot.

**3.6.2** Supports for porch roofs may be a maximum of 36 inches closer to the road than the camping vehicle as long as they do not impede removal of the camping vehicle.

**3.6.3** The combined total roof area of all porch roofs shall not exceed 30 square feet, not including the overhang. Updated: 6/8/2019

**3.6.4** The combined total floor area of all porches shall not exceed 30 square feet. Porch steps are not included in the floor area calculation.

**3.6.5** Roof overhangs for porches shall not exceed 16 inches measured from the outside of the porch supports. Gutters are not included in the overhang measurement.

## Firewood Covers

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**3.7 Firewood Covers:** One permanent structure to protect firewood from the elements is permitted. The following requirements apply to firewood covers

**3.7.1** The maximum roof area of a firewood cover shall not exceed 40 square feet with a 12 inch overhangs

**3.7.2** The maximum height of the cover shall not exceed five (5) feet *measured from the top of the floor.* Updated: 6/10/2022

**3.7.3** The cover shall be open on at least one side.

**3.7.4** Firewood covers that meet the above requirements may be attached to a shed only, in which case the combined structure may be 140 square feet.

**3.7.5** Total combination of shed and firewood cover cannot extend more than eleven (11) feet into the greenbelt.

## Steps Updated: 6/10/2022

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**3.8 Steps:** Stairs built to provide access to elevated permitted structures. Updated: 6/10/2022

**3.8.1** Maximum 4 steps per staircase. Updated: 6/10/2022

**3.8.2** Maximum step width shall not exceed 6'. Updated: 6/10/2022

**3.8.3** Maximum step tread shall not exceed 12". Updated: 6/10/2022

**3.8.4** Tread rise may range 7" to 9". Updated: 6/10/2022

**3.8.5** Roof overhangs for steps shall not exceed 16" measured from the outside of the bottom step. Gutters are not included in the overhang measurement. Updated: 6/10/2022

**3.8.6** Any steps built larger than the above standards would be considered as part of their structure measurement and roof would be considered as part of the structure configuration. Updated: 6/10/2022

## Architectural Rules Section 4 - FENCES

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### Positioning

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**4.1** Campsite fencing may not be located outside the perimeter boundary of the Campsite and must be positioned in a manner so as not to obstruct access and visibility to the power meter and water shutoffs, or neighboring trailer utilities. All fences shall be neatly maintained.

**A.** Fence material must be natural to the area and may include one or more of the following:

- (a)** Sawn lumber natural to the area;
- (b)** Split cedar;
- (c)** Neat rail fence;
- (d)** Properly constructed pole fence.
- (e)** Vinyl fencing

No, wire fencing, netting, etc. will be allowed.

**B.** The fence color must be natural or that which will blend in with the natural flora. Color must be stated when plans are submitted for approval.

### Construction and Size

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**4.2** Location height and design of Campsite fencing must conform to requirements below:

**A.** Side yard fence starting 15 ft. back from the road and continuing for no further than the rear boundary of Campsite shall not exceed a height of 60 inches (5 ft.) plus a 12" lattice. Rear fence shall also not exceed 60 inches (5 ft.) in height plus 12" lattice and must adhere to same design as side fence.

**B.** Side yard fence within 15 feet of the front boundary peg shall not exceed a height of 24 inches (2 ft.).

**C.** Fences across the front of the campsite must be set back at least 15 feet from the front boundary line and shall not exceed a height of 36 inches of solid fence plus 12" of lattice or 48" of see-through picket fence including a minimum of 50% open space.

**(a)** Any fence blocking front of camping vehicle must be completely portable and able to be IMMEDIATELY lifted by hand with no tools needed, or a gate 24 inches wider than the width of camping vehicle and capable of being opened in case of emergency. Any gate must adhere to height and design requirements above.

**D.** The use of spike fence post holders is not permitted. Fence posts must be either dug into the ground or placed into pre-constructed concrete post holders, poured concrete is not permitted.

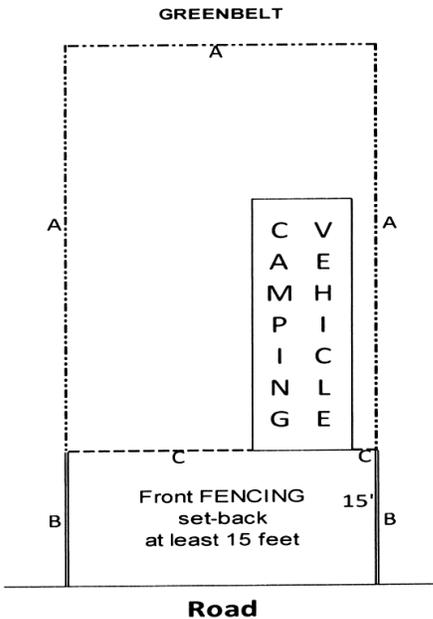
### Fence Diagram

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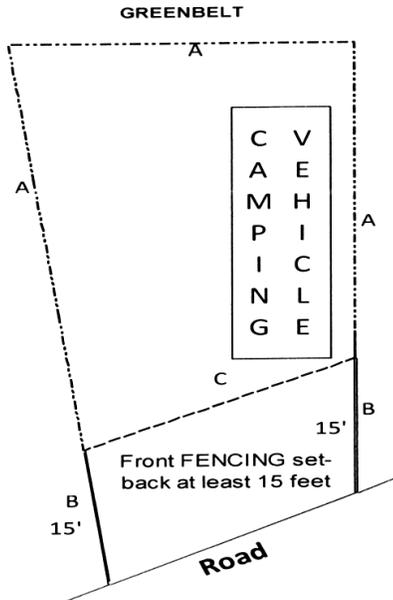
**4.3** The diagram below shall serve as a visual reference and guide to the permitted placement of fencing but the wording of the bylaw shall take precedence.

**FENCE DIAGRAM**

**Example 1**



**Example 2**



- A ----- **Side Yard Fence** (no closer than 15 feet from the front boundary peg) and **Rear Yard Fence** shall not exceed a height of 60 inches of solid fencing plus 12 inches of lattice.
- B ———— **Front Side Yard Fence** no higher than 24 inches for a distance of at least 15 feet from the front boundary peg.
- C ----- **Front Yard Fence** no higher than 48 inches of "see-through" picket design with 50% open space or 12 inches of lattice on top of a 36 inch solid panel. Fencing in front of camping vehicle must be portable panels (above ground and removable without tools) or gated to allow removal of camping vehicle.

**Architectural Rules Section 5 – ELECTRICAL**

**Outdoor Lighting Restrictions**

**5.1** Electrical flood lights, spotlights or any other glaring lights are not allowed. Outdoor lights installed to detect movement are limited to a 75-watt bulb and a 2-minute shut off delay. Outdoor lights should be shaded so that they will not be a source of annoyance to your neighbors. Decorative outdoor lights must use a non-impact environmentally safe hanging device if hung on trees.

**State Code Requirements**

**5.2** Any new electrical wiring and/or outlets must be in accordance with the WASHINGTON STATE ELECTRICAL CODE that applies to BMR, licensed to operate as an RV Park.

### Hardwiring to Recreational Vehicle or Trailer Prohibited

**5.2.1** Accessory structures must be supplied electrical feed by using a waterproof junction box with male end cord connection mounted on the outside of the structure and an outdoor rated extension cord from the electric pedestal to the junction box. All extension cords must stay above ground and visible; burying of any cords is prohibited. Extension gauge must be equal or greater than the gauge of wiring in the structure it is feeding. No electric wiring in conduit, buried or above ground is allowed.

### Alteration of Electric Service Prohibited

**5.3** No alteration of the electric service including the pedestal is allowed. Maintenance and repair to electric service pedestals and supply system is to be done or arranged by Ranch staff only.

### Disconnection of Electric Service if Altered

**5.3.1** If it is found that electric service has been altered, the Ranch may disconnect electric service and will restore the service to code compliance at the Member's expense. The Ranch will notify the Member of this action at the earliest available opportunity. The membership site may remain without electricity until the Membership is in compliance with Washington State electrical code. THE RANCH will not be liable for any damages that result from either the Member's alteration or THE RANCH's correction.

### Pedestal Lights

**5.4** Pedestal lights must remain in working order at all times.

## **Architectural Rules Section 6 – BARBECUE OR FIREPLACES**

Construction of one fireplace or barbecue per campsite will be permitted. These must be located above ground on either stepping stones or a concrete slab. Such slab must be between two to four inches thick, four feet by four feet square and positioned to provide as much clearance as possible from the nearest trees or branches.

Updated: 6/9/2018

## **Architectural Rules Section 7 - TARPAULINES**

### Temporary Winter Covers

**7.1** Tarps, as temporary recreational vehicle cover may be installed October 1st, with removal no later than May 1st.

### Secondary Roof

**7.2** Tarps used as a covering for a secondary roof or as part of any structure are not allowed. No carports are allowed on a membership.

## Between Trees Prohibited

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### 7.3 Architectural Rules Section 7 – TARPAULINS

Tarps for use as temporary shelter over fire pits will not be allowed.

**7.3.1** Tarps may be used to form part of structures that are otherwise covered in the Architectural Control Rules. Such tarps must not be over 120 sq. feet, must be of a natural color.

## Temporary Tarps

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**7.4** Temporary Tarps, preferably brown or green, are allowed under the following conditions:

- A.** Tarps must be removable.
- B.** Must only be suspended and used when the Member or guest is present on THE RANCH and removed upon leaving THE RANCH.
- C.** Fifteen feet (15') distance from edge of open flame and not to be over the top of an open flame.
- D.** If attached to trees – flexible or bungee-like cords must be used, no nails, bolts, wires, strings etc. into/onto any trees.

## Architectural Rules Section 8 – TREES/Deadfall

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**8.1** Trees, **shrubs** and branches, which have fallen to the ground by natural causes, may be gathered as firewood on Ranch property, but must not be removed from THE RANCH. Any removal of trees **or shrubs** must be requested through THE RANCH office in accordance with Ranch Policy.

Updated: 6/10/2022

**8.1.1** No damage to, destroying of, or cutting of live trees **or shrubs** on the Ranch is permitted.

Updated: 6/10/2022

**8.1.2** Logs that have been limbed by THE RANCH may not be taken as firewood.

## Willful Damage

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**8.2** **Members are not permitted to cause willful damage to or cut any trees or shrubs in any green space or greenbelts on The Ranch. Members may remove trees or shrubs on their membership that are less than four (4) inches in diameter at or below twenty-four (24) inches above ground level. Members are not permitted to cause willful damage to or cut any trees over 4-inch diameter at or below 24 inches above ground level. Members who cut any such trees, shrubs, or log from either their campsite or the greenbelt, without prior written authority, or cause willful damage to trees **or shrubs**, will be assessed up to \$500.00 per tree **or shrub**.**

Updated: 6/10/2022

## Attachments to Trees

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**8.3** No nails, wire, string, cord or screws shall be embedded in trees. The only acceptable attachments to trees will be by bungee like cord which the Member shall loosen on a regular basis as the tree grows.

## **Architectural Rules Section 9 – CONTAINERS/FRIDGES**

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### Storage Containers

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**9.1** All storage containers which cannot be opened from the inside (i.e. ice boxes, refrigerators, etc.), are prohibited for safety reasons on any campsite excluding those containers located inside of camping vehicles, *sheds or add-on rooms as long as the structure can be securely lock.*

Updated: 6/8/2019

## **Architectural Rules Section 10 – PONDS**

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### Require a Permit

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**10.1** Ponds require a permit as outlined in Architectural Rule 1.2.

### Must Be Fully Covered

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**10.1.1** Ponds must be fully covered with a wire mesh or grate sufficient to prevent children from falling into water.

## **Architectural Rules Section 11 – VIOLATIONS**

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### Infraction Time Limit

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**11.1** Violators of Architectural Rules will have thirty (30) days to correct the infraction, time to run from date of written notice delivered to the campsite or from the date of mailing to the last address within the Ranch records. THE RANCH retains the right to remove and/or correct the infraction after the thirty-day notice at the Member's expense. Such expense will be billed on the Member's quarterly billing and must be paid in addition to regular dues.

### ACC Violation Suspension by the Board

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**11.1.1** Upon an Architectural violation suspension by the Board, the gate card will be deactivated when the Membership receives notice via read confirmed email, hand delivered letter, verbally in person or by phone and/or 14 days after a registered letter is mailed. The Membership may apply for a pass for the express purpose of correcting the Architectural violation.

### Rule Changes

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**11.2** The Membership should immediately bring any non-conformance caused by the changing of these rules to the attention of the Ranch Manager or the Board's designate. If the non-conformance occurred prior to the incorporation of any Ranch rules, said non-conformance may be allowed by Variance, approved by the Board. Any variance approval will be added to the Membership file.

## Structures Not Conforming to These Rules but Built and Approved Under a BMR Permit – Conformity Conditions

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**11.3** Structures that do not conform with these Architectural Rules but which were built ~~and~~, approved *and have received final inspection* under a Black Mountain Ranch *valid* permit will not be required to conform with these Rules unless modification, relocation or complete removal is necessary for utility access or foreclosure or other reason deemed essential by the Board, such as a government mandate, public safety or infringement upon another Member's rights. Updated: 6/8/2019

## Transfer Inspection

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**11.4** In the event of any Membership transfer, the site will be inspected. Except for the provision in Architectural Rule 11.3, upon Membership transfer all violations of the ACC Rules in effect at the time will be required to be corrected before a transfer appointment may be scheduled and a new Certificate of Membership issued to the buyer, unless such ACC violations have been reviewed by the ACC Committee and a variance is subsequently approved by the Board. If any structures/campsite improvement is non-conforming to the current Architectural Rules and was issued an approved Application for Campsite Improvements (Building Permit); was built; and did receive a final approval of construction in writing; the Board will grant a variance for the said structures/campsite improvements. Any variance approval will be added to the Membership file. The variance will remain in effect unless the Member modifies or alters the structure/campsite improvement that is subject of the variance, excluding repairs permitted by the provisions of Architectural Rule **1.2**. Updated: 6/8/2019