**Double R Ranch Association**

**RULES &**

**REGULATIONS**

**January 2020**

**DOUBLE R RANCH ASSOCIATION GOAL**

**It is the goal of this Association that:**

* Conduct by members must at all times reflect the spirit of a good neighbor.
* Members are responsible for any damage they cause to the Association property.
* Members will be held responsible for all actions and behavior of their guests.
* Lots must be maintained to a standard that is acceptable to all of the Covenants, Bylaws, Rules & Regulations of the Association, and all of the federal state and county laws and regulations.

**BOARD OF DIRECTORS**

The Board of Directors of the Association shall from time to time and when expedient, recommend such rules and regulations as they may deem necessary for the efficient operation of the Association. Such rules and regulations shall become effective thirty (30) days after being circulated and approved by the membership at the Annual General Meeting (AGM), or if immediately necessary, a special meeting called for that specific purpose.

**SPEED LIMIT**

The speed limit within the double R Ranch shall be 20 miles per hour for all motor vehicles including motorcycles, motorbikes, bicycles, and any type of off-road vehicle. No motorcycles or motorized vehicles are allowed off the roads at any time. Non-compliance will result in the fining process.

**CULVERTS AND DITICHES**

Culverts must be a minimum of twenty (20) feet in length and twelve (12) inches in diameter. Depth of culverts must be approved by Whatcom County. Culvert and ditches must be free of debris at all times. Neglected culverts and ditches must be brought up to standard and the cost borne by the member. Non-compliance will result in the fining process.

**NATURAL GROWTH**

There will be no clear cut logging anywhere on common areas of the Double R Ranch. If at all possible, natural tree growth should be allowed to remain between each property to maintain privacy.

**BRIDLE TRAIL AREAS**

Homeowners whose property backs up to a Double R Ranch bridle trail may use and maintain that area as an extension of their property. However, under no circumstances may homeowners build or place any type of structure(s) on this part of the property. i.e. sheds, etc.) Property use is restricted to the planting of shrubs, flowers, trees, garden, yard art, and woodpiles.

**FIRE PITS**

Fire pits are permitted on the Double R Ranch, however, Whatcom County Fire Marshall regulations must be followed. They include:

Size of the pit — no dimensions will be more than four feet.

Base of pit is to be lined with non-combustible materials such as brick or sand, etc.

All fires must be cold before member leaves the property.

**RUBBISH AND GARBAGE**

Disposal of rubbish and garbage is the responsibility of the lot owner. Garbage must not be dumped anywhere on the Double R Ranch. Any garbage found in the common areas or along the roads, or on any lot, will be investigated. Every attempt will be made to apprehend the abuser. A $100 fine will be levied against the property owner guilty of dumping. Rubbish includes old furniture, appliances, vehicles, and any other similar items within the owner's lot. Failure to comply will subject the lot owner to the fining process.

**FIREARMS AND FIREWORKS**

There is to be no unauthorized discharge of firearms on the Double R Ranch. Only legal fireworks may be discharged on the Ranch in the designated area, which is near the picnic shelter by the pool. Fireworks may be discharged on the following holidays only: 4th of July, New Year's Eve, Chinese New Year, and Canada Day. Fireworks are not to be discharged any later than 10:00 p.m., except on new Year's Eve no later than 1:00 a.m. Non-compliance will result in the fining process.

**NOISE**

The purpose of this regulation is to promote the general welfare of the Association by prohibiting excessive noise. Excessive noise is defined here as "loud raucous sound and behavior, which is likely to prevent neighbors from being able to peacefully enjoy their property". Anyone creating excessive noise prior to 8:00 a.m. and after 11:00 a.m. shall be notified their activities are violating the noise restrictions set forth above, and advised that if the violations continue they will be subject to the fining process.

**ANIMAL CONTROL**

Whatcom County dog handler's policy specifically states that all dogs must be leashed at all times unless a specific off leash area is designated. This policy will be strictly enforced and citations issued to violators. Dogs, and other pets, off owner's premises are to be under physical control at all times on the Double R Ranch. Owners of any animal shall not cause, permit, or allow such animal to roam, run, stray, or be away from the premises of such owner, or to be in

any public place or on any public or private property of another owner in the Ranch unless such animal, while away from the owner's premises, is under physical control. Failure to comply with these rules will be subject to the fining process of the Double R Ranch in addition to Whatcom County Animal Control fines.

**SWIMMING POOL**

Each household of the Double R Ranch is issued a key card that enables owners and family members to enter the swimming pool. Members in good standing are eligible to have up to ten (10) guests. Dogs, or other pets, are not allowed in the pool recreational area. Whatcom County Health Department and Double R Ranch rules and regulations governing the pool are posted and must be followed. The Board of Directors has adopted a "no tolerance for bad behavior" policy at the pool, and non-compliance of the rules will result in ejection from the pool area and suspension of pool privileges. Members in good standing can reserve the picnic shelter adjacent to the swimming pool for family/friend activities. The owner will be responsible for cleanup and removal of all garbage, trash, and for any damages that may occur. Water abuse at the picnic shelter or recreational area through the negligence of a lot owner, or their guest, shall be the responsibility of the owner and subject to the fining process.

**RENTERS AND GUESTS**

When any property in the Double R Ranch is occupied by a renter, or non-family member, the owner(s) of said property will be responsible. The record owner of property on the Double R Ranch must advise occupants of the restrictions of the Covenants, Bylaws, and Rules & Regulations governing the Association. Property owners must submit a renter/guest form on which will be recorded the names of the involved parties, number and description of vehicles, and telephone numbers. When violations of the Association governing documents are committed by renters and or guests, the record owner of the property will ultimately be responsible and may be fined for any and such violations.

**COMMERCIAL OR AT-HOME BUSINESS**

No member of the Association shall operate a commercial enterprise or premises on the Double R Ranch. An at-home business that involves a product or service sold out of the home that attracts customers, who drive onto the Double R Ranch roads to that home to specifically purchase a product or service, such as auto repair, beauty salon, daycare, tailoring/alterations, dog grooming/breeding, ctc., is in non-compliance mid subject to the fining process. Whereas,

an at-home business that sells to customers through the internet, or at other locations away from the Ranch, are in compliance. These include artists/photographers, crafts/quilt people, products sold on ebay or Craig's List, etc. While these types of business's have products or services that are developed within the confines of the owner's home, they do not attract a customer base that drive onto the Ranch. This type of business is in compliance and is not subject to fines.

**HORSES AND HORSE PASTURE**

Horse privileges are restricted to Association members only. Owners placing horses in the pasture area must adhere to the documents required that are stated in the Horse Pasture Policy. Horse privileges consist of use of the pasture area that is designated as the horse pasture. No use of any other common areas by horses, with or without their owners, is permitted. The horse owner is responsible for all fencing, sheds or any other type of structure, feed, hay, or any other needs of the horse or its owner. All horse owners must work together in a cooperative manner in sharing the facilities and in maintaining the grounds in a clean and orderly fashion. In order to use this facility, the owner must first contact the Board of Directors and discuss the needs of the owner and the horse to determine if the Ranch pasture has room available at the time. These facilities are set up on a first come, first serve basis and must have the cooperation of all Ranch horse owners. No owner may exercise any horse privilege until that owner has agreed to and signed the current Horse Pasture Policy, in addition to meeting all requirements. Horses using the roads must obey the same rules that apply to all vehicles. Horse owners must clean up any manure on the Double R Ranch Roads, or other areas, left by their horses. Water abuse in the pasture through the negligence of the horse owner will be subject to the fining process. It is to be noted that it is not permissible, under any circumstances to house any horse(s) within an owner's lot unless that lot is a minimum of one acre in size. The lot must be kept clean and sanitary at all times.

**KEEPING OF CHICKENS**

Owners who wish to keep chickens on their property in the Double R Ranch, must follow the Blaine Municipal code 6.12.065. A copy of this code is available at the Ranch office. A maximum of six hens is permitted, and is not to result in any commercial enterprises. Keeping of roosters is strictly prohibited. Hens are to be contained within a fully enclosed fence, pen or coop at all times. Enclosures are to be kept in a good working condition and should not cause odor or noise nuisances, nor be unsightly from any public right-of-way. Enclosure should be less than 120 square feet in area. If the height of the enclosure is 6 feet or less, it should have a minimum setback of 4 feet from any side yard property line, and zero feet from the rear yard. If enclosure is over 6 feet in height, it should meet the setbacks for an accessory structure. Farm animals, other than chickens are prohibited on the Ranch.

**DUES POLICY**

Dues are funds gathered by the Board of Directors for the operation of the Association as stated in the Ranch Covenants, Article III, paragraph 2. The policy for determining the annual dues was approved at the AGM in June 1999. It stated as follows:

1. Lots in the double R Ranch are designated by lot number as per the plat map.
2. Lots are 20,000 square feet indicated on the map as one half acre lots, or 40,000 or more square feet indicated on the map as one acre lots.
3. Lots will be billed dues in the following manner:

One acre lots with 0-1 residences will be billed a one dues.

Half acre lots with 0-1 residences will be billed as one dues.

Two half acre lots that are adjoining with 0-1 residences will be billed as one dues.

Any holding by an owner or owners that does not fall into these three categories will

pay additional annual dues.

**PAYMENT POLICY**

Dues are billed on a yearly basis. All dues payment must be in United States funds. Dues statements are sent out at the end of December for the coming year, and the assessed amount is due and payable by January 5th. It is the policy of the Double R Ranch that payments may be made in the following manner: a single payment for the total amount due, bi-annually, quarterly, bi-monthly, or on a monthly basis. Dues payment are due on the 5th of each month, and will be considered late if received after the 15th of the month. A late charge of S15.00 per month will apply to the account. Payments made other than monthly apply to the same policy. A $25.00 fee is charged for checks returned from the bank for non-sufficient funds.

**DELINQUENT ACCOUNT POLICY**

The following is the action that will be taken in the event that payment is not received on the dues assessment:

**1.** If payment of dues has not been received for over 60 days, notice will be sent notifying the property owner they are delinquent in their dues and payment is required before the last day of the month or interest will be charged to the account. Late payment amounts will also be applied each month payment has not been received in the office, interest will be charged at 12 percent per annum.

1. If no payment of dues has been received for over 90 days, and no contact from the owner has been made to the Ranch office, interest will be charged at 12% per annum as stated in the Double R Ranch Bylaws from the date of delinquency on the full amount due not the amount delinquent.
2. If no payment or contact from the owner has been received by the 15th day of the 4th month, a letter will be sent indicating the account is more than 90 days in arrears, the amount due to make the account current, and a statement of the account showing the amount due, interest and late charges.
3. If owner contact has not been received by 5 months, a letter will be sent along with a statement showing accrued interest and late charges, and the amount to make the account current. The owner will be advised that if the required payment is not received, legal action may be taken. This will be in the form of a lien against the property, and all legal costs incurred by the Ranch will be charged to the owner.
4. If the total amount in dues, fees and assessments is equal to 6 months, dues or more, a lien will be placed against the property. The account will be turned over to the Ranch attorney and all costs incurred by the Ranch in these legal actions will be charged to the owner. Foreclosure will be as pertaining to the laws of the State of Washington, and at such time as prescribed by laws.

**PROGRESSION OF SCHEDULED FINES**

In the event that a homeowner is out of compliance with the Bylaws of the Association regarding the upkeep of their property, unapproved construction, and other matters that would result in an implication of fines from the Board of Directors, the following will be a progression of steps that will be followed by the Board of Directors to ensure Association Bylaws, Covenants, and Rules & Regulations are followed and properties are up kept accordingly. The Bylaws include general upkeep of your property in regards to trash clean up, painting your home, having multiple non-running vehicles, vehicles with expired tabs, debris in your yard, and other expectations of maintenance of your property.

Step 1. If your property is out of compliance, the homeowner will receive a warning letter stating that the homeowner has 30 days to comply or a charge of $10 per day will be charged 30 days from the date of the warning letter.

Step 2. If the property is still out of compliance after 30 days of the warning letter, the homeowner will receive a letter and statement stating they are still in non­compliance, and will be charged $10 per day ($300 per month). This fine will remain in effect until the property is brought up to compliance. In the event the property is in compliance after 30 days of the warning letter, fines are still to be paid.

Step 3. After 60 days, if the homeowner has not complied with the warning letter regarding their property, the initial charge of $10 per day will be doubled, (i.e. $20 per day, $600 per month), until the property is in complete compliance.

Step 4. The progression of fees will increase in doubling every 30 days until property is brought up to compliance. (i.e. 90 days of non-compliance will result in a fine of $900 per month in fines.)

Step 5. If the property is not in compliance after 6 months, a lien will be placed on the property and additional fines and legal fees will apply. If the property is then brought up to total compliance, the lien will not be lifted until all fines and legal fees are paid.