

AMENDED BYLAWS
OF
MT. BAKER RIM COMMUNITY CLUB

ARTICLE I.
NAME

The name of this corporation is and shall be “MT. BAKER RIM COMMUNITY CLUB” and for convenience shall be referred to hereinafter as the “Community Club”.

ARTICLE II.
OBJECTS AND PURPOSES

The purpose of the Community Club shall be to further and promote the community benefit of the owners of the real property commonly known as Mt. Baker Rim, situated in Section 8, Township 39 North, Range 7 East of W.M., and to make said property a better place in which to live and enjoy life, and to establish, operate and maintain a nonprofit club for the common good and general welfare of the members and their families, and toward these ends, to do any act or thing in any way connected with or related to the affairs of this corporation that may be deemed necessary, conducive, incidental or advisable to accomplish and promote said purposes, except carrying on a business, trade avocation or profession for profit, including but not limited to:

- (a) constructing, improving and maintaining roads, streets, walks, parking lots, lakes and banks of rivers, creeks and streams at Mt. Baker Rim;
- (b) improving and maintaining park or community areas and other areas for common usage at Mt. Baker Rim;
- (c) maintaining common facilities and preventative maintenance for all facilities; including sanitary and storm sewers and other utilities;
- (d) paying all taxes, utilities, charges, assessments and other levies upon property owned or managed by the Community Club;
- (e) caring for vacant, unimproved and unkempt lots, removing grass and weeds there from and doing any other things necessary or desirable to keep them in a neat and orderly condition;
- (f) enforcing any and all restrictions, covenants and conditions imposed at any time on the residential lots in Mt. Baker Rim for the general benefit of the owners and purchasers thereof; and;
- (g) making and collecting charges and assessments by which to further the foregoing objects and purposes;

- (h) to do any other act or thing in any way connected with the foregoing or related to the purposes of the Community Club. (as amended June 24, 2006)

ARTICLE III. **MEMBERSHIP**

Section 1. Membership in the Community Club shall be limited to the parties of record of not less than one (1) residential lot in Mt. Baker Rim. A purchaser under contract for purchase of a residential lot or lots in Mt. Baker Rim shall also be deemed an owner for purposes of these Bylaws. Residential lots held as marital community property shall qualify the owners thereof for one (1) membership in the Community Club, which membership shall be in the name of either spouse (but not both). Only one (1) of any number of co-owners of any residential lot or lots may qualify for membership as a record owner of a residential lot in Mt. Baker Rim. No property may generate more than one (1) membership; no person may hold more than one (1) membership, except temporarily as Personal Representative of a deceased or incompetent person. (as amended June 6, 2004)

Section 2. Membership shall be inseparably appurtenant to the lots owned or being purchased by the members, and upon the transfer of ownership or a recorded contract for the sale of any such lot, the membership appurtenant thereto shall be deemed to be transferred in any way, inter vivos, except marital community property or multiple ownership once a year, and at least fifteen (15) days before an Annual General Meeting. In the event of the death of a member, membership shall pass in the same manner and to the same persons as does the real property itself. (as amended June 6, 2004)

Section 3. No member may withdraw except upon selling or entering into a written contract to sell the lot or lots to which each membership is appurtenant. Nevertheless, the privileges of membership may be cancelled or suspended by the action of the Board of Directors for nonpayment of dues or assessments, failure to abide by the Bylaws, Articles of Incorporation, the Declarations of Protective Restrictions, the Declaration of Charges, Assessments and Liens, or the Rules and Regulations promulgated by the Board of Directors. Such cancellation or suspension shall be authorized only by the affirmative vote of two-thirds (2/3) of the directors present at any regular or special meeting of the Board of Directors, provided there is a quorum present at such meeting, and only after the member has been afforded an opportunity for a hearing before the Board of Directors. (as amended June 14, 1998)

Section 4. Members whose dues are paid, and who otherwise are in good standing, shall be entitled to cast one vote per membership and no more than one vote per membership, regardless of the number of lots owned by the member. The vote for any membership owned by a marital community may be cast by either spouse without presentation of authority from the other. The vote for any membership appurtenant to a lot or lots held or being purchased by more than one person under some form of joint ownership, or several ownerships, may be cast by anyone of such persons upon presentation of written authority by proxy from the other joint owners. (as amended June 5, 1994)

Section 5. The use of Club facilities shall be extended to members, immediate

members of their family, and may be extended to non-paying guests accompanied by members, under such rules and regulations as the Board of Directors may prescribe. (as amended June 29, 2021)

ARTICLE IV. **CERTIFICATES OF MEMBERSHIP AND TRANSFER**

(Art. IV repealed, as amended June 9, 2018)

ARTICLE V. **MEETINGS**

Section 1. The annual meeting of the members of the Community Club shall be held at such hour and on such day during the month of June of each year, and at such place in Whatcom County, Washington, or electronically, or by phone, as shall be determined by the Board of Directors. The Secretary shall mail or deliver electronically to each member written notice of the time and place of such meeting not less than ~~thirty (30)~~ ten (10) days nor more than sixty (60) days in advance of any meeting. Notice mailed or delivered electronically to the last address given the Secretary of the Community Club by any member shall be sufficient. If, for any reason, the annual meeting of the members shall not be held on the date hereinbefore designated, a delayed annual meeting may be called and held upon the giving of like notice thereof. (as amended May 17, 2020)

Section 2. Special meetings of members may be called at any time by the President, a majority of the Board of Directors, or not less than ten percent (10%) of the members of the Community Club, to be held at a convenient place in Whatcom County, Washington, or electronically, or by phone. Upon receipt of a request in writing or delivered electronically setting forth the purpose of such proposed special meeting, signed by the President, or a majority of the Board of Directors or not less than ten percent (10%) of the members of the Community Club, the Secretary shall fix a time and place for such meeting, which shall be not less than ten (10) or more than ~~thirty (30)~~ sixty (60) days after the receipt of such request, and shall cause written notice thereof, setting forth the time, place and purpose of the meeting, to be given each member by personal delivery, or delivered electronically, or by mailing to the last address given the Secretary of the Community Club not less than ~~fourteen (14)~~ ten (10) nor more than sixty (60) days in advance of any meeting; and if the Secretary shall neglect or refuse to issue such call, the President, directors or members making the request may do so. ~~A special meeting of the members may be held at any time without notice when all of the members are present in person, or electronically, or by phone, or by proxy, or a combination of in person, phone, proxy, and electronically, or when all of the members consent in writing to the holding thereof. (as amended May 17, 2020)~~

Section 3. The presence in person, or electronically, or by proxy of ten percent (10%) of all members of the Community Club, or a combination of in person, proxy, and electronically shall constitute a quorum for the transaction of business at any meeting of the members. Each member of the Community Club shall be entitled to one (1) vote in

person, or electronically, or by proxy upon each subject properly submitted to vote. Proxies shall be signed and filed with the Secretary of the Community Club prior to the opening of any meeting at which they are voted. Proxies shall be effective only for the meeting at which filed, unless by their express terms they are given for a longer duration. (as amended May 17, 2020)

Section 4. The Board of Directors shall present the annual budget prepared as required under RCW 64.90.525(3) to the membership ~~for ratification~~ at the annual meeting. Within thirty (30) days after the Board has approved the budget the Board must provide a copy of the budget to all of the owners and set a date for a meeting of the owners to consider ratification of the budget, not less than fourteen (14) nor more than fifty (50) days after providing the budget. The budget shall include a breakdown of proposed expenditures that will provide the members adequate information for their review and shall also include the previous year's expenses. The Board shall also include a five-year capital improvement plan for all capital improvements, including maintenance projects, with an estimated cost greater than \$2000 including source of funding. Said capital improvement plan shall be updated annually. ~~Said plan shall be subject to ratification of the membership in the same manner as the annual budget. (As added June 14, 1998) The budget will be ratified unless the majority of the total votes of all MBRCC members rejects it. The budget is deemed ratified even if no quorum is present at the annual meeting.~~

ARTICLE VI DIRECTORS

Section 1. The business, property and affairs of the Community Club shall be managed by the Board of Directors composed of nine (9) members. The directors shall be elected annually by the members of the Community Club at the annual meeting for a term of three (3) years. The President shall be elected annually by a majority vote of the Board of Directors and serve a term of one (1) year. The President may be reelected by the Board but may serve no more than 3 terms. (as amended June 28, 2022) No director of the Board may also be an employee of MBRCC. (as amended June 7, 2008) Only one (1) of any number of co-owners of any residential lot or lots may serve on the Board at any given time. (as amended June 28, 2022)

Section 2. The Board of Directors shall have the general management and control of the business and affairs of the Community Club and shall exercise any and all of the powers that may be exercised or performed by the Community Club under law, the Articles of Incorporation and these Bylaws. The Board of Directors may make and enforce such rules and regulations as they deem necessary, conducive, incidental or advisable to accomplish or promote the objects and purposes of the Community Club and the use of its property.

Section 3. Meetings of the Board of Directors shall be held at such time and place in Whatcom County, Washington or electronically as shall be determined by a majority of the Board. Seven (7) days' notice of each such meeting shall be given to each director, which notice may be given by telephone or electronically. (as amended June 29, 2021)

Section 4. A majority of the directors shall constitute a quorum for the transaction

of business, and a majority of such quorum shall determine any question except as otherwise provided by law, the Articles of Incorporation or these Bylaws; provided, however, that if a quorum be not present, the majority of those directors present may adjourn to such future time and place in Whatcom County, Washington or electronically as they shall determine, notice of such adjournment to be given to each director as herein provided for meetings of the Board of Directors, and any number of directors shall constitute a quorum at such deferred meeting. (as amended June 29, 2021) Each Board member present shall possess one (1) vote in matters coming before the MBR Board. No voting by proxy shall be allowed. (as amended June 28, 2022)

Section 5. The positions on the Board shall be as follows:
(as amended June 4, 2011)

- President
- Treasurer
- Secretary
- Grounds and Maintenance Director
- Member Relations Director
- Violations Director
- Property Standards Director
- Past-President or Director-at-Large
- Legal and Insurance Director

Any one of the above could be designated Vice-President, except the President, Past-President, and Secretary. (as amended June 7, 2008)

Section 6. All vacancies on the Board of Directors, whether caused by resignation, incompetency, death or otherwise, shall be filled through interim appointment from among the membership by the remaining Board of Directors, even though less than a quorum. At the first meeting of the members of the Community Club following a vacancy, whether that vacancy has been filled by interim appointment or not, the members will elect a director to fill the open position. (as amended June 29, 2021)

Section 7. Any director may be removed ~~as such pursuant to the provisions of RCW. 42.03A.530. by the Board of Directors at any properly called meeting for any reason deemed sufficient to the directors vote of the members.~~ Vacancies will be filled as per Article VI. Section 6. (as amended June 6, 2009)

ARTICLE VII. OFFICERS

Section 1. The officers of the Community Club shall be a President, a Vice President, a Secretary and a Treasurer. Such officers shall be elected for a term of one(1) year, and until the successor of each is elected and qualified, by the Board of Directors at the first meeting of the Board after the annual meeting of members or any adjournment thereof.

Section 2.

- (a) The President shall be the executive head of the Community Club and shall preside at all meetings of the Board of Directors and at all meetings of the members. The

President is authorized to sign all contracts, deeds, bonds and other obligations of the Community Club and other instruments authorized by the Board of Directors. (as amended June 8, 2018)

- (b) Notwithstanding Article VII., Section 2(a) above, the Board of Directors may appoint or assign an agent(s) to sign contracts, deeds, bonds and other obligations of the Community Club and other instruments authorized by the Board of Directors. The appointment/assignment of agents to represent the Board of Directors shall not exceed one year but may be renewed. (as amended June 8, 2018)

Section 3. The Vice President shall perform in the absence of the President, or in the event of the President's inability to act, the same duties and functions as are provided to be performed by the President. The Vice President shall perform the duties of the Secretary in the Secretary's absence or inability to act.

Section 4. The Secretary shall be the custodian of all records and documents pertaining to the Community Club and its property. The Secretary shall keep fair and correct minutes and records of all meetings of members and of the Board of Directors. The Secretary is authorized to sign, with the President where appropriate, all contracts, deeds, bonds and other obligations of the Community Club, and other instruments authorized by the Board of Directors. The Secretary shall give notice of all meetings of members of the Community Club and of the Board of Directors as set forth in these Bylaws. If, at any meeting of the members of the Board of Directors, the Secretary shall be absent or unable to perform his or her duties, the President shall have the right to appoint a Secretary pro tem in the Vice President's absence or inability to act. (as amended June 8, 2018)

Section 5. The Treasurer shall oversee the receipt and safety of all moneys and securities belonging to the Community Club and shall oversee the disbursement of funds under the direction of the Board of Directors. At each annual meeting of the members, at each regular meeting of the Board of Directors, and at any other time when directed by the Board of Directors, the Treasurer shall submit a report on the financial affairs of the Community Club and the status of all moneys, funds and assets then on hand or received and disbursed since the Treasurer's prior report. (as amended June 9, 2018)

Section 6. The Board of Directors may appoint, employ, terminate, discharge, fix the compensation and provide for the duties and powers of such officers, agents and employees as, in the judgment of the directors, shall be advisable, subject to the requirements and provisions of this Article VII, and two (2) or more of any officers, agents or employees may be combined in one (1) person. Any officers of this corporation shall perform and discharge such duties, other than those enumerated in this Article VII, as the Board of Directors may from time to time require. (as amended June 20, 2015)

Section 7. Any officer may be removed as such by the Board of Directors at any properly called meeting for any reason deemed sufficient to the directors. Vacancies in any office, whether caused by resignation, removal, death or otherwise, shall likewise be filled by appointment of the Board of Directors.

ARTICLE VIII.
INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES

To the extent permitted by law, the Community Club shall indemnify and exonerate its directors, officers and employees from all judgments, amounts paid in the settlement, and all reasonable expenses, including attorneys' fees, resulting from or caused by any act undertaken by, or any omission not undertaken by, any such director, officer or employee when in good faith carrying on the business of the Community Club or acting in its behalf.

ARTICLE IX.
CHARGES AND ASSESSMENTS

Section 1. For the purpose of securing funds to meet the capital outlays, operating expenses and other expenditures required to accomplish the objects and purposes authorized in Article II hereof, the Board of Directors are authorized (i) to impose on the members of the Community Club such charges and assessments as the Board may from time to time determine, and (ii) to determine and levy from time to time charges and assessments against each and every residential lot in the property described in Schedule "A" attached hereto, as the same may be amended from time to time to include other areas in which is commonly known as Mt. Baker Rim. Such charges and assessments, including interest on delinquent amounts thereof and the costs, including attorney's fees, of collecting the same, if any, shall constitute liens on affected lots and shall, become the personal obligation of the owner or owners of such lot or lots, as hereafter provided in this Article IX. (as amended February 21, 1986)

Section 2. In regard to charges and assessments against residential lots:

- (a) The authority to levy such charges and assessments against residential lots in the property described in said Schedule "A", and to impose liens thereon, has been granted to the Community Club by the owners thereof pursuant to that certain Declaration of Charges, Assessments and Liens dated September 27, 1971 to be recorded in the office the County Auditor of Whatcom County, Washington, and it is expected that a similar declaration will be recorded and/or individual deed restrictions will be secured granting the Community Club authority to levy such charges and assessments upon other residential lots in the area commonly known as Mt. Baker Rim that may at any time exist. The validity of such charges and assessments against individual residential lots shall in no event be dependent upon the authority of the Community Club to determine and levy such charges and assessments against all of the residential lots that may at any time exist in the area commonly known as Mt. Baker Rim but such charges and assessments shall be valid to the extent that such authority has been granted to the Community Club.
- (b) Each owner of a residential lot or lots in property described in said Schedule "A" shall, by the acceptance of a deed for such lot or lots or by the signing of a contract

or agreement to purchase the same, whether from the present or subsequent owner of such lot or lots, bind himself, his heirs, personal representatives and assigns to pay all such charges and assessments as shall be determined and levied upon such lot or lots, including interest on such charges and assessments and collection costs including attorney's fees, thereof, if any, and the obligation to pay such charges, assessments, interest and costs including attorney's fees thereby constitutes an obligation running with the land. The obligation to pay such charges, assessments, interest and costs including attorney's fees may be imposed on the owners of all affected lots and the present owner or contract vendor of the real property commonly known as Mt. Baker Rim. (as amended June 2, 1996)

- (c) The amount of all such charges and assessments against any residential lot, including interest thereon and collection costs including attorney's fees, if any, shall be and become a lien upon such lot from and after the time each charge or assessment becomes due and payable and until such charges and assessment, including interest thereon and collection costs including attorney's fees, if any, are paid in full. Such lien shall be superior to any and all other liens. (as amended June 2, 1996)
- (d) Charges and assessments shall be determined and levied in equal proportions against each and every residential lot, or in accordance with services, utilities or improvements rendered directly to or for each such residential lot, which is subject to such charges and assessments at the time such determination and levy is made, excluding platted roads and areas reserved for common usage. (as amended June 4, 1995)
- (e) The time and manner of paying such charges and assessments shall be as specified by resolution of the Board of Directors. The President and Secretary of the Community Club shall mail or deliver to the owner or owners of each residential lot which is subject to a charge or assessment written notice of each such charge or assessment and the time and manner of paying same; provided, however, that no such charge or assessment shall become due and payable for at least thirty (30) days thereafter. Notice mailed to the last address given the Secretary of the Community Club by any such owner or owners, or mailed to such owner's or owners' last address known to the Community Club, shall be deemed sufficient. If a charge or assessment is made payable on a monthly or other installment basis, notice shall be mailed or delivered upon the initial levy of the charge or assessment but additional notice need not be sent as the individual installments thereof fall due. (as amended June 4, 1995)
- (f) The Board of Directors of the corporation shall have authority to determine the amount of any charges and assessment on the residential lots for any one calendar year. (as amended June 1, 1990)

The Board shall find as a fact in its resolution imposing additional charges and assessments the need for such special assessment and the manner of apportioning the amount thereof among the lots, for example; if the purpose for which the special assessment is made is general and applicable to all lots, then the special assessment shall be found by the Board of Directors to be applicable equally to

each respective lot; or if the Board of Directors finds that only some of the lots are benefited or the lots are benefited in different proportions, providing that the purpose of the special assessment is within the powers of the Corporation as defined in the Articles of Incorporation, then the Board shall find such facts in a formal resolution and shall apportion this special assessment according to the finding of benefit that the respective lots shall receive.

Section 3. In regard to the collection of charges and assessments:

- (a) All liens herein provided for shall be enforceable by foreclosure proceedings in the manner provided by law for the foreclosure of mortgages; provided, however, that by the acceptance of a deed for any residential lot or lots or by the signing of a contract or agreement to purchase the same, whether from the present or subsequent owner or purchaser thereof, such owner shall thereby waive all rights of redemption and of homestead in such lot or lots with respect to the foreclosure of such liens. No proceeding for foreclosure of any such lien or liens shall be commenced except upon the expiration of ninety (90) days from and after the date the charge or assessment giving rise to such lien or liens became due and payable. (as amended June 4, 1995)
- (b) The Community Club shall have the right, at any time after the expiration of a period of sixty (60) days during which any such charges or assessments shall remain unpaid and after ten (10) days' notice of intent to exercise this right, to prohibit and prevent the owner of or purchaser of any lot subject to such a lien, and any user thereof, from using the community or common areas or the roads of Mt. Baker Rim.

Section 4. First mortgage liens placed upon any of said residential lots for the purpose of constructing a residence or other improvements thereon, which are recorded in accordance with the laws of the State of Washington, shall be, from the date of the recordation of such, superior to all charges and assessments, and the liens resulting therefrom, at any time levied by the Community Club. (as amended June 4, 1995)

Section 5. Title to any residential lot acquired under or by virtue of a proceeding for the enforcement of any lien or liability under these Bylaws, shall always be subject to all of the reservations, limitations, restrictions, covenants and conditions imposed upon said lot by contract of sale or deed from the present owners of the property described in Schedule "A" or by declaration of such owner or owners or the Community Club or by these Bylaws. (as amended June 4, 1995)

Section 6. The Board of Directors shall have the power to assess a fine not in excess of current annual club dues per violation, plus all costs, expenses, and attorney's fees incurred, for violation of the covenants, Bylaws, rules and regulations. No fine shall be assessed without providing the alleged offender thirty (30) days' written notice of the intention to impose a fine and giving the alleged offender the opportunity to respond to the complaint in writing or in person at the next Board meeting. In the event that the condition that resulted in the fine is not remedied in 30 days after the Board Meeting during which the matter was raised, the fine shall be assessed daily and not as a new violation until such

time as the condition is brought into conformance with the Covenants, Bylaws, rules and regulations. Any fine imposed shall constitute a “charge or assessment” as provided in this Article. (as amended June 29, 2021)

ARTICLE X. **DISSOLUTION**

In the event of the dissolution of the Community Club, the net assets of the Community Club shall be distributed to the then directors of the Community Club in trust for the owners (and contract purchasers) of the real property in Mt. Baker Rim for the purposes of this Community Club.

ARTICLE XI. **CONDUCT OF BUSINESS**

Section 1. Robert’s Rules of Order, Current Edition, shall be recognized as the authority governing all meetings when not in conflict with the law, the Articles of Incorporation or these Bylaws. (as amended June 4, 1995)

Section 2. The President of the Community Club shall have the authority to appoint such committee or committees as he may desire and to remove the members thereof at his will. The Board of Directors shall have authority to appoint such committee or committees as it may desire and to remove the members thereof at will. (*items (a) through (g) repealed*, as amended June 9, 2018)

Section 3. The Board of Directors shall provide for the nomination of directors by whatever method it desires. (as amended June 2, 1996)

ARTICLE XII. **NOTICE**

Any notice required to be given pursuant to these Bylaws shall be a written notice, unless otherwise specifically provided by these Bylaws. Such written notice may be given by depositing the same in a post office or mailbox in the State of Washington in a prepaid envelope addressed to the recipient thereof at the last address given by him to the Secretary of the Community Club or at such recipient’s last address known to the Community Club, and the time when the same shall be mailed shall be deemed the time of giving such notice. A written waiver of any notice, signed before or after the time stated in such a waiver for holding a meeting, or attendance at a meeting, shall be deemed equivalent to notice thereof required to be given by these Bylaws.

ARTICLE XIII. **AMENDING OR REPEALING BYLAWS**

Section 1. The Board of Directors shall have the power to make, amend or repeal

the Bylaws of the Community Club by unanimous written consent of the directors or at any meeting of the directors:

- (a) by unanimous vote of the directors, or
- (b) by vote of two-thirds (2/3) of the directors present at any meeting at which there is a quorum present, provided notice or intention to make, amend, or repeal the Bylaws at such meeting shall have been given to each director in accordance with the provisions for notice contained in these Bylaws.
- (c) any Bylaw made, amended, or repealed by the Board of Directors, as outlined in (a) and (b), must be approved by two-thirds (2/3) of the members present at the next Annual General Meeting. The Bylaw to be made, amended or repealed will be distributed to the membership, along with notice of meeting, for the Annual General Meeting, so the membership may consider the change and be prepared to vote for or against. (as added June 3, 1990)

Section 2. The members shall have the power, by a vote of two-thirds (2/3) of the members present or by proxy at an Annual General Meeting or a Special Meeting, provided a quorum is present, to make, amend, or repeal the Bylaws, providing notice of intention to make, amend or repeal the Bylaws at such meeting shall have been given in accordance with the provisions for notice contained in these Bylaws. (as amended June 4, 2005) A petition signed by a minimum of 5% of the members who wish to make, amend, or repeal a Bylaw, shall present such petition to the Board of Directors no later than 60 days prior to the AGM for consideration at the AGM meeting. The Board of Directors shall review the petition when submitted. (as amended June 28, 2022)

ARTICLE XIV. **GENERAL REGULATIONS**

The Board shall establish rules and regulations for construction within Mt. Baker Rim.

Section 1. SETBACKS. All buildings, trailers, mobile homes and other structures shall be set back twenty-five (25) feet from the front lot line. The front lot line shall be defined as the lot line bordering the community road. On corner lots, all lot lines bordering the road shall be considered front lot lines. (as amended August 19, 1983)

Section 2. SPEED LIMITS. The maximum speed for vehicles traveling on Mt. Baker Rim roads shall be fifteen (15) miles per hour. (as amended November 20, 1982)

Section 3. NOISE. The purpose of the following noise regulations are to promote the general welfare of the Mt. Baker Rim Community Club by creating a framework to manage Excessive Noise and Intrusive Noise. (as amended June 20, 2015)

Excessive noise is defined as loud, raucous sound or behavior, including but not limited to that resulting from parties or the persistent barking of dogs that is likely to prevent a neighboring property owner from being able to peacefully enjoy their property. (as amended June 20, 2015)

Intrusive Noise is defined as including, but not limited to noise resulting from the use of equipment (electrical, mechanical, motorized or electronic). Intrusive Noise is prohibited as set forth in the Mount Baker Rim Community Club Rules & Regulations. (as amended June 20, 2015)

Anyone creating Excessive Noise or Intrusive Noise may receive a first-time warning and/or be subject to fine as set out by the Board. (as amended June 20, 2015)

Section 4. ANIMAL CONTROL.

- (a) Dogs and other pets off property owners' Premises are to be Under Control at all times.
- (b) The owner 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 property, or the private property of another in Mt. Baker Rim unless such animal, while away from such premises, is Under Control. (as amended June 28, 2022)
- (c)
 - i. Definition: ALLOW – to permit, or neglecting to restrain or prevent.
 - ii. Definition: PREMISES – all the real property under one ownership inside the property line, or inside the curb, ditch, or shoulder marking the edge of the used public right-of-way.
 - iii. Definition: PUBLIC – commonly owned property (with the exception of any designated and marked off leash dog area). (as amended June 28, 2022)
 - iv. Definition: UNDER CONTROL – “Under control” means that the owner, by means of a leash, restrains the dog to the owner’s immediate proximity, preventing the dog from trespassing upon property or annoying or chasing other persons, animals, or vehicles of any sort. (as amended June 9, 2012)
- (d) Every animal shall have an identification tag and such tag shall be worn on a collar. (as amended June 2, 2007)
- (e) The owner or handler of any dog is to remove fecal matter deposited by their animal on any public place; on any public property; or the private property of another in MBR before the owner leaves the immediate area where the fecal matter was deposited. The owner or handler of any dog must have, in their possession, the necessary equipment to remove the fecal matter when accompanied by said dog off the member’s MBR personal property. (as amended June 7, 2008)

Section 5. REQUIREMENT TO OBTAIN CONSTRUCTION PLAN APPROVAL

- (a) No lot shall be cleared, no structure shall be constructed on any lot, nor shall the

exterior of any structure already placed on a lot be modified through construction, nor shall any mobile home, trailer or camper (whether of a permanent or temporary nature) have its exterior added to or modified through construction until the development plans, including construction plans and specifications and plot plans have been submitted to and approved in writing by the Property Standards Director of the Mt. Baker Rim Community Club as to harmony and consistency with the Mt. Baker Rim Declarations, Bylaws, Regulations, and Minimum Property Standards. Members are responsible for obtaining Board approval for any variance or deviation from to Bylaws, Regulations, Minimum Property Standards or Tree Policy prior to approval by the Property Standards Director. The Property Standard Director's approval does not relieve the member of this requirement. (as amended June 29, 2021)

- (b) The MBR General Construction Permit shall be completed in its entirety and submitted to:
- 1) any member of the Property Standards Director; or
 - 2) delivered to the Mt. Baker Rim office; or
 - 3) sent by fax or regular mail to the Mt. Baker Rim office.
(fax: 360-599-3313, mail: P.O. Box 5074, Glacier, WA 98244)
(as amended June 8, 2018)
- (c) Variances to any construction standard or setback stated in the Bylaws, Covenants, Minimum Property Standards, or Rules and Regulations are discouraged. Approval of a vote of $\frac{3}{4}$ of the Board shall be required to approve any variance. Not more than one variance should be granted per lot under any circumstance. In the event that a lot is reverted back to a vacant lot without structures, a second variance may be considered. (as amended June 29, 2021)

Section 6. Any mobile home or travel trailer, if allowed to fall into a state of disrepair or is abandoned and becomes an eyesore, will be removed from the property at the owner's expense. Notification to remove or upgrade will be mailed to the owner's most current address on record and the owner will have thirty (30) days to remove or upgrade the cited trailer or mobile home. (as added June 6, 1993)

Section 7. As of June 4, 1995, no unit to be used as living quarters, will be permitted into Mt. Baker Rim that is older than five (5) years of age. If, after thirty (30) days, the unit is still on Mt. Baker Rim property, the owner will be fined \$100 per week until the unit is removed. (as amended June 4, 1995)

Section 8. LICENSING. Any vehicle or equipment which is required to be licensed by a Washington State or Whatcom County authority, and which is present on any Mount Baker Rim property, must have and display an appropriate, current and valid license. Such vehicles include trailers except for those trailers hooked up to a septic tank system approved by Whatcom County. All vehicles which are driven on Mount Baker Rim roads must have adequate insurance as specified by Washington State for use on public roads. (as added June 5, 1994)

Section 9. PROPERTY RENTAL.

- A. When a residential unit on a property in Mount Baker Rim is occupied by a renter, or by a non-paying guest in the absence of the record owner(s), the record owner(s)

shall be responsible for;

- (1) advising the occupants of the restrictions of the Bylaws, Declarations and Regulations governing Mount Baker Rim, and
- (2) submitting to the MBR office a complete MBR approved registration form for all parties mentioned in “A” above, except for immediate family members. (as amended June 29, 2021)

When violations of Mount Baker Rim Bylaws, Declarations, or Regulations are committed by renters, non-paying guests or agents representing the owner at Mount Baker Rim, the record owner(s) of the property/properties at which they reside will be ultimately responsible, and may be fined, for such violations. (as amended June 5, 2010)

B. “Commercial and business activity”, are established as impermissible in Mount Baker Rim in the Declarations of Protective Restrictions, but will exclude the following:

- (1) The rental of a residential unit
 - (a) if the residential unit to be rented has been owned for more than one year, and
 - (b) In the event that any record owner has any legal ownership interest in a second property, only one unit can be rented.
- (2) A portion of any residential unit can be used as a customary home office in accordance with local zoning laws.
 - (a) The use of the home office is for resident owners only. No employees or clients are allowed to use the residential unit for business purposes under any circumstances. No residence or portion of any residence shall be rented for the operation of a business. (as amended June 29, 2021)

Section 10. Without prior approval of the Board, a travel trailer, motor home or recreational vehicle may not be parked on a member’s developed lot for a period in excess of seven (7) consecutive days, after expiration of which period it must be removed. (As added June 14, 1998)