MBR Lot#

Mount Baker Rim
Community Club

GLACIER, WASHINGTON

Last updated: August 2021

NEW MEMBER INFORMATION

The Board of Directors Welcome you to The 'Rim'

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Mount Baker Rim
Community Club

P.O. Box 5074 Glacier, WA 98244-5074

Phone 360-599-2946
Fax 360-599-3313
www.mtbakerrim.com

Dear New MBR Member,

The Board of Directors cordially welcomes you to membership in the Mt. Baker Rim Community Club (MBRCC) on Mt. Baker Highway. The materials included with this letter cover important conditions related to membership with which you should become familiar. MBR is a community association that is self-governing within Whatcom County. You are now part of the government! Your knowledge of your association and the manner in which it is governed are very important to maintaining a friendly and secure community.

Please review the attached documents. Don't hesitate to visit the MBR office during office hours (current hours are provided in the attachments), call to leave telephone messages, send us an e-mail **Board@MtBakerRim.com**, visit our Web site www.MtBakerRim.com, or send communications by fax.

Members of the Board of Directors can be contacted through the MBR office. The Board and our staff look forward to meeting you on your next visit to the Rim.

Sincerely,

Mt. Baker Rim Board of Directors

Mail: P.O. Box 5074, Glacier, WA 98244-5074
Phone: (360) 599-2946
Fax: (360) 599-3313
Web: www.mtbakerrim.com
Email: office@mtbakerrim.com

Mount Baker Rim

Community Club

10315 Mt. Baker Highway

Glacier, Washington

Mount Baker Rim
Community Club

Gate Card & Gate Fob Information

Owners' gate cards/fobs: The first and second gate cards are complimentary for owners. Each additional card, up to a maximum of four cards per owner, costs $10 each or $15 for a key fob. Fobs are always $15 each (no complimentary allotment). No matter how many lots you own, there is still a maximum of four (4) cards/fobs allotted per owner. If you need more than four cards/fobs, you must submit your request in writing to the Board for approval. Please send a letter to the office or email board@mtbakerrim.com. Payment must be received by the office before a new card/fob is created for you.

Please ask the office to turn off lost or stolen cards/fobs; they can always be turned back on if they are found (up to the limit of four). This prevents unauthorized access into our community should the card/fob fall into the wrong hands. If your card/fob ceases to work due to a technical issue, we will replace it for you at no charge. If a card/fob is damaged due to the cardholder's negligence or excessive wear-and-tear, you will need to pay the cost noted above to replace. You may always have up to four cards/fobs per lot 'active.' If one is lost we will simply turn it off, and you can purchase a replacement.

Renters' gate cards/fobs: Short or long-term renters cannot purchase gate cards/fobs. The owner must either fax, mail or email the request to the office, pick up cards/fobs in person, or submit a form giving their property manager (if applicable) permission to perform this service on your behalf. It is very important that you notify the office if any of your gate cards/fobs are for renter use. Since renters are not permitted to use the clubhouse facilities or pool, access to the clubhouse is turned OFF for these renter cards/fobs. This is a Bylaw of the Mt. Baker Rim Community Club.

Gate Phone Panel: If you have a land-line at your cabin, we can program your name and a code into the panel at the front gate. This allows guests to call your home so you can open the gate for them via phone. The panel listing must be under the member name, even if it is a long-term rental. We can also hide your name on the panel and you can give out the code only to known persons you wish to call you for entry. Please contact the office for this service.

If you sell your property: When the MBR office receives notification that your property has been sold, all gate cards/fobs associated with the property are turned off. You may return your old gate cards/fobs to the office; however, they will not be transferred into the new owner's name automatically. New owners need to contact the office to establish their own gate cards/fobs.

Mount Baker Rim
Community Club

BOARD OF DIRECTORS 2021/22

PRESIDENT: Rheannon Schoephoester president@mtbakerrim.com

VICE PRESIDENT: Steve Pand

SECRETARY: David Hill secretary@mtbakerrim.com

TREASURER: Rob Woods treasurer@mtbakerrim.com

DIRECTOR AT-LARGE: Arnost Fronek directoratlarge@mtbakerrim.com

MEMBER RELATIONS: Dawn Chaplin memberrelations@mtbakerrim.com

GROUNDS & MAINTENANCE: Rip Robbins grounds@mtbakerrim.com

PROPERTY STANDARDS: Ben Williamson standards@mtbakerrim.com

VIOLATIONS: Heather Hofmeister violations@mtbakerrim.com

LEGAL & INSURANCE: Steve Pand legal@mtbakerrim.com

STAFF

COMMUNITY MANAGER: Mike Wilson mike.wilson@mtbakerrim.com

ASSISTANT CARETAKER: Ken Sather

BOOKKEEPER/OFFICE: Laura Meyer books@mtbakerrim.com

Mount Baker Rim
Community Club

General Rim Information

How to Contact the Board of Directors and Staff:

*Timely and precise contact for all MBRCC (Mt. Baker Rim Community Club) owners is extremely important. The contacts may take a number of different channels. Responses from Board members and staff will be timely if all owners know the regular office hours as well as phone number, addresses, fax number, and email addresses. Without these means of access to the Board or the staff, owners may be frustrated when communications are not answered in a timely fashion. Inaccurate contact points are not only frustrating, but can result in unnecessary rumors. ('Did you hear what the Board did last night?') **Please read this!** Your complete plan for any form of contact with MBRCC is on this sheet.*

OFFICE HOURS:
By appointment only

Sunday – Wednesday: CLOSED

Thursday: 9 a.m. – 1 p.m. and 2 p.m. – 6 p.m.

Friday: 9 a.m.–1 p.m. and 3 p.m. – 7 p.m.

Saturday: 9 a.m. – 1 p.m. and 2 p.m. – 6 p.m.

Office hours may vary for unforeseen reasons.

E-MAIL: office@mtbakerrim.com for Office and Board of Directors
mike.wilson@mtbakerrim.com for our Community Manager

MAILING ADDRESS: P. O. Box 5074; Glacier, WA 98244

PHYSICAL ADDRESS: 10315 Mt. Baker Highway (10315 State Route 542)

PHONE NUMBER: **(360) 599-2946**
Answering machine on 24 hours, checked five days a week.
Board & staff will respond during office hours.

WEBSITE: **www.mtbakerrim.com**
Owners and Potential buyers may view and download all of our governing documents, Rules, Forms and Meeting Minutes.

NEWSLETTER: Baker Bits, our quarterly newsletter, is available on the website

ANNOUNCEMENTS: A bulletin board is located at the entry gate. Periodic announcements are posted here of Rim and Glacier information. A brochure pedestal is located next to the keypad at the gate entry for Rim
Social event announcements and weather and power announcements. There is a suggestion box outside the Office.

NIGHT DROP BOX: Located at the Office is a secure slot for depositing payments.

COMMUNITY WEBSITE: https://mtbakerrim.nextdoor.com/ is a community website specifically for Mt. Baker Rim. It allows members to post messages and announcements to other members of the Rim community.

BOARD MEETINGS: The Board of Directors meets regularly on the third Friday of each month at 7:00 p.m. in the MBR Clubhouse or virtually via an online platform. Members are welcome to join. Email memberrelations@mtbakerrim.com to request link to online meetings. Member comment and question period is at the meetings' opening. ***There are no meetings held in June or December.***

What should I know about Mt. Baker Rim?

The MBRCC fundamental mode of day-to-day operation is not complex. The Rim has a small staff of employees who are managed by the Board of Directors. There is a Caretaker, an Assistant Caretaker and a part-time Office Manager/Bookkeeper. During the summer months, an additional part-time caretaker is sometimes employeed.

The staff are available to be of general assistance during normal business hours. Please be aware, they are not available at all times for contractor appointments without advance notice or to assist with renter issues about admission to the Rim or location of the property.

ACCESS. Contractors and Vacation Renters are the most common form of assistance given by the staff and can be a problem if appropriate steps are not taken in advance of their arrival. Members are fully responsible for scheduling their contractors and being available to give them admittance to the Rim for work or deliveries. If the member cannot be present, there are three alternatives in which the MBRCC staff and Board are available to be of assistance. (1) Contractors can purchase a gate card they may use whenever they wish. The cards cost $20 per calendar year. (2) Contractors showing up during scheduled office hours need only stop at the office, sign in, and are then given access to the Rim. (3) Special contractor circumstances, such as extra-large trucks or loads must call the office to schedule access at least 24 hours in advance of their arrival. If you rent your home after one year of ownership, all management of renting activities is the full responsibility of the owner. If you use a website to remotely rent and manage your vacation home, be sure to give detailed information on how to gain access. It is highly advised to emphasize to your renters that there is NO CELLULAR SERVICE in Glacier and they need to study their access information before they arrive. Do not rely on the staff to be present to help guide them. Be fully aware of all rules and restrictions regarding renting of your property and submit the appropriate Renter Registration Form (available on our website) with each rental occasion.

GUESTS AND RENTERS. It is required that members submit the appropriate Guest Registration Form (available in the packet and on our website) for visitors and paying rental guests PRIOR TO THEIR ARRIVAL. There is a fee of $25 for each Rental Registration form submitted. Registration of family, friends and guests of owners does not entail a fee. Guest registrations and notifications are an important part of Rim security. Please be sure to notify the Office which gate keys are designated for renters.

MBR FACILITIES. The clubhouse, tennis courts, pickle ball courts, riverside park, horseshoe rings, volley ball/badminton court, swimming pool, dumpster, and all other community property are available for use by 'members only'. Immediate family members of owners may use the facilities as though owners. Non-family members must be accompanied by owners when using the MBR facilities.

DELIVERIES. The Rim office does not take deliveries of any kind on behalf of owners. FedEx and UPS have their own gate cards and maps of the community. They make home deliveries. Recycling garbage pickup is by SSC and they own a gate card. There is no home mail delivery in MBR, so you may want to aquire a post office box.

TRASH COMPACTOR. The compactor/recycling structure by the clubhouse is provided for members. It is intended for household garbage only. It is not intended for leftover construction materials, household furniture and appliances, large metal objects, and such things. There are pick-up services and disposal sites throughout Whatcom County that accept larger items and toxic materials. This information can be found at: www.co.whatcom.wa.us. Recycling and trash are picked up every two weeks. The compactor requires a code. Directions and rules are posted.

GATE CARDS. Up to four gate cards may be issued to each property. We offer the choice of gate cards for a cost of $10 each or gate FOBs for a cost of $15 each. Requests for more than a total of four cards must be made in writing, addressed to the Board of Directors. Cards that become inoperable in the course of normal use can be replaced at no cost to the member. Those being replaced that have been lost or damaged by obvious misuse will need to be purchased.

GATE CODE ENTRY. If there is a local/land phone in your home, you can give out a 3-digit code to visitors. They dial the three numbers and it rings your telephone. The gate is lifted when you push 9 on your telephone. When you are installing your local phone line, remember to give the new number to the office to update the gate system.

TELEPHONE ENTRY. The community provides a telephone entry keypad at the front gate. Owners may request that their phone number be added to the keypad system. In this way visitors to the Rim can contact specific owners by phone if they do not know the 3-digit code. Visitors can

scroll through alphabetically to find the owner by last name. Please let the office know if you wish to be taken off this key pad for privacy.

ADDRESS SIGNS. MBR encourages the use of a standard address sign that is designed to be compatible with the forest surrounding. The green signs that are the current standard, with a specific owner Rim address, can be obtained from Safety Sign Co.

CONTACT INFORMATION: We cannot stress enough how important it is to keep the MBR office current with your contact information. If we cannot reach you by phone or email, a letter sent to you may be too slow for an emergency. Keep us up to date with your email as this is our first line of communication.

WEBSITE and NEXTDOOR. MBRCC communicates with members updating our website and sending out notices via the Mt. Baker Rim Nextdoor website. Important updates may be emphasized with an email to all members.

PUBLIC SERVICES. Public services are provided by private and public agencies and companies. All of Mt. Baker Rim is served by the Glacier Water District #14 (phone number 360-599-2558). The district has installed meters for each approved lot within the Rim with a charge for minimum service of about $36 every two months. This charge, of course, varies with the amount of water use.

There is a volunteer fire department located in the village of Glacier, which also provides emergency medical service.

Electricity service is provided by Puget Sound Energy and is used, by many owners, for both heating and other domestic requirements. Some owners have propane service for space heating in addition to electricity. The companies providing propane gas and propane tanks are listed in the yellow pages of the telephone directory.

Frontier supplies telephone and DSL service; although, there is no cell phone service as of yet.

The residential communities near Glacier have septic systems for domestic sewerage. Most lots are large enough for septic systems designed for one- and two -bedroom, and some for three-bedroom homes. Household refuse is handled by a garbage dumpster maintained by the Rim. Health governance and building codes are supervised by Whatcom County departments.

The Whatcom Transit Authority provides limited bus service to the city of Bellingham from Maple Falls.

BUILDING/CLEARING. For information regarding permission before doing any land/brush clearing, building, or alteration of your property, please refer to the Minimum Property Standards document, which is available on our website or in the office. Check with the MBR Property Standards Director before any work on your property commences. The MBRCC general building and on-site sewage system approval permit forms are included in the Minimum Property Standards document.

Mount Baker Rim

Community Club

P.O. Box 5074 - Glacier, WA 98244-5074 - 360-599-2946

P.O. Box 5074 Glacier, Washington 98244-5074
Phone (3(360) 599-3313

Dear New MBR Member:

Welcome to Mt. Baker Rim Community Club! This letter is to inform you about our Renter (Tenant) Registration Form.

Whenever you let guests or tenants stay at your cabin, you need to fill out the Guest or Renter (Tenant) Registration Form online via your member portal account before the people arrive. Please indicate on the form whether the visitors are friends/guests (non-paying) or renters (paying). This is necessary because MBR is a gated community and your friends/guests or renters must use a gate card in order to access the front gate. If you are renting your MBR home, failure to fill out the form will result in a **$150 fine**. You access the registration form online via your portal account at portal.mtbakerrim.com. If you need help accessing your member portal account, email office@mtbakerrim.com.

Also, if you're renting your cabin, you need to let the MBR office know so we can change your gate cards to "renter" which means no access to the clubhouse. Renters are never allowed to use the clubhouse and other facilities.

Our Bylaws do not allow rentals until after the first year of possession. The section of our Bylaws which deals with rentals and guests staying in a member's home is Article XIV. General Regulations Section 9. The record owner of the home must own the residence in MBR for one year before renting it out on a long-term or short term basis. You will incur **the maximum allowable fine** for renting before the one year restriction is up. Long- term is defined as any period over 90 (ninety) days. This would also include having a non-paying guest stay in a member's home without the member's presence for longer than three months.

Your guests/tenants also need to be aware of the rules and regulations at MBR as the member is ultimately responsible for any violations incurred. We have definite rules about dogs, parking on MBR property and the road, noise restrictions, etc. MBRCC owns the road right-of-way which includes the asphalt and grass shoulders. Parking on the road shoulder is not encouraged as this impairs the caretaker's ability to maintain the shoulder during the snow plowing and lawn mowing seasons.

Please review MBR Bylaws, Covenants (Protective Restrictions), Rules and Regulations, Violations and Fines Schedule, and Minimum Property Standards documents in your new member packet. You can also access most of these documents at the MBR Web site, www.mtbakerrim.com/documents.

Sincerely,

Mt. Baker Rim Board of Directors

Mount Baker Rim

Community Club

P.O. Box 5074 Glacier, Washington 98244-5074
Phone (360) 599360) 599-3313

Attention MBR Property Manager or Member:

You are receiving this letter because you are a Property Manager representing rental homes or a home owner who rents their home within Mt. Baker Rim Community Club. If you allow pets in your rental property, we would like to remind you to please include in your rental materials the following information about taking care of dogs in the MBR Community.

All dogs must be on-leash anywhere in Mt. Baker Rim. The one exception to the leash law is on the property of the rental home. However, keep in mind that renters are unlikely to know the exact property boundaries of the home they are renting and voice command off property is **not** allowed.

Additionally, **all dogs must be cleaned up after**. And all sealed, bagged poop must be thrown in the trash.

Finally, dogs are not permitted to display aggressive behavior or bark relentlessly (on or off leash) while in Mt. Baker Rim. A dog fight that results in injury or medical bills will be addressed by the MBR Board.

Ultimately, it is the responsibility of the property owner to ensure renters are obeying all rules and regulations in Mt. Baker Rim. Fines for violations related to dogs start at $100 and go up to $725 or the current year's dues. Should the dog-owning renter not pay the fine, it will be added to the member account.

Thank you for assisting Mt. Baker Rim in upholding the community rules regarding dogs and making our community a desirable location for both owners and renters.

Respectfully yours,

MBR Board of Directors

Mount Baker Rim

Community Club

Rental Property Checklist

(approved 1/15/2010; updated 7/1/2021)

Before you rent your home in MBR, please read this carefully.
MBR covenants, bylaws, and rules and regulations apply to owners and their renters. Owners are responsible for their renters' and property manager's actions.
Checklist for Rental Properties

What we need in the MBR office:

- **Renter (Tenant) Registration Form filled out in full (available in your member portal account at portal.mtbakerrim.com) prior to the start date of the visit.**
- **Gate card number(s) to be used by renters; renter access only cards.**
- **Authorization form for property manager to conduct rental activity for MBR member, if applicable.**

Renter Registration Form Stipulations:

- **Renter (Tenant) Registration Form must be submitted via your or your property manager's portal account prior to the occupancy date of the home. If you have technical issues with your portal account, inform office@mtbakerrim.com promptly and prior to the start of the visit.**
- **Failure to submit a Renter Registration Form by the occupancy date will result in a $150 fine for the first offence. Refer to the Fine Schedule for up-to-date amounts and fines for repeat violations.**
- **Failure to submit a completed Renter Registration Form by the occupancy date could result in subsequent fines.**

MBR Facilities:

- **Renters may not use MBR facilities such as the clubhouse, pool, or tennis courts.**
- **Owners will be fined for renter use of MBR facilities.**

Property Managers:

- **MBR owner must give the office written authorization if a property manager acts as the rental agent. Property Management Authorization form is available at www.mtbakerrim.com/documents**
- **All MBR responsibilities remain with the owner.**
- **The MBR office shall not be involved in facilitating the rental contract between owner/property manager and the renter.**
- **The MBR owner or property manager, acting as the owner's agent, must instruct the renter/tenant of all MBR responsibilities (covenants, regulations, and bylaws).**

Mount Baker Rim
Community Club

www.mtbakerrim.com
P.O. Box 5074,
Glacier, WA
98244

Phone: (360) 599-2946 E-mail: office@mtbakerrim.com

RENTER (TENANT) REGISTRATION FORM

(Approved 2/6/2013. Updated 7/1/2021)

The renter form is now submitted via your member portal account at portal.mtbakerrim.com by the owner or property manager **prior** to the earliest date of occupancy by renters (tenants). Failure to submit the completed form prior to the occupancy by renters may result in fines levied against the MBR member's account. The form must be **completely** filled out for renters (tenants) when the owner is not present during the 'rental occasion'.

THERE IS A $25 FILING FEE for Each Rental Occasion. MBRCC members will be billed monthly for this fee. Family and non-paying guests do not require the $25 fee.

This is to notify the MBRCC Board that the following renter/tenant(s) have permission to use our MBRCC property, and will adhere to the community rules and regulations.

RENTER (TENANT) INFORMATION

Name of Renter(s) _____

_____

Street Address _____

City _____ State/Province _____

Telephone No. _____

RENTER (TENANT) VEHICLE INFORMATION:

Vehicle #1 Description _____ License No. _____

Vehicle #2 Description _____ License No. _____

Vehicle #3 Description _____ License No. _____

RENTER (TENANT) DURATION OF STAY:

Arrival Date_____ Departure Date _____

MBRCC OWNER INFORMATION:

Owner's Name_____Gate Card No. (#1) _____

MBRCC Lot No._____Gate Card No. (#2) _____

I/we, members of MBRCC, understand that it is our responsibility to inform our renters (tenants) of the rules & regulations of Mt. Baker Rim currently in force. **Policy for Renters (Tenants):** I/we understand that: ***Renters (Tenants) may not use club facilities such as the swimming pool, clubhouse, wifi access, tennis courts, and pickle ball court.***

SIGNED: MBR Member Owner/Property Manager_____Date_____

MT. BAKER RIM COMMUNITY CLUB

P. O. Box 5074, Glacier, WA 98244
Phone: 360-599-2946 portal.mtbakerrim.com

NON-FAMILY GUEST REGISTRATION FORM

THIS FORM IS NOT TO BE USED FOR PAYING TENANTS/RENTERS AND HAS NO CHARGE ASSOCIATED WITH ITS USE

(Revised 1/18/2013)

This form is now submitted via your member portal account at portal.mtbakerrim.com prior to the earliest date of occupancy by non-family guests. The form must be **completely** filled out for guests (non-family occupants) when the owner is not present during the guests stay. There is no charge for non-family guest use of MBR cabins.

This is to notify MBRCC that the following non-family person(s) have permission to use our MBRCC property, and will adhere to the community rules and regulations. Family use does not require filing this form.

NON-FAMILY GUEST INFORMATION

Name of Guest(s) _____

_____

Street Address _____

City _____ State/Province _____

Telephone No. _____

NON-FAMILY GUEST VEHICLE INFORMATION:

Vehicle #1 Description _____ License No. _____

Vehicle #2 Description _____ License No. _____

Vehicle #3 Description _____ License No. _____

Vehicle #4 Description _____ License No. _____

NON-FAMILY GUEST DURATION OF STAY:

Arrival Date _____ Departure Date _____

MBRCC OWNER INFORMATION

Owner's Name _____ Gate Card No. (#1) _____

MBRCC Lot No. _____ Gate Card No. (#2) _____

I/we, members of MBRCC, understand that it is our responsibility to inform our non-family guests of the rules & regulations of Mt. Baker Rim currently in force.

Policy for Non-Family Guests: I/we understand that: We are completely responsible for the actions of our non-family guests, as defined in MBRCC governing documents, while they are using our MBRCC property ***or the MBRCC facilities.***

SIGNED: MBRCC Member Owner _____ Date _____

Mount Baker Rim
Community Club

P.O. Box 5074 Glacier, WA 98244-5074 Ph. 360-599-2946 Fax 360-599-3313
P. O. Box 5074 Gl aci er, Washi ngt on 98244-5074

PROPERTY MANAGEMENT AUTHORIZATION FORM

This form is to be submitted to Mt. Baker Rim Community Club if your property is rented through a third-party property management business or individual. (Approved 9/19/14)

Member Name_____ Lot #_____

Preferred Means of Communication_____

Property Manager Name_____

Property Manager Phone Number _____

Property Manager E-mail_____

I authorize the Property Manager listed above to manage the rental of the cabin listed above. This may include some or all of the following:

- Managing rental gate cards, reporting lost gate cards, and ordering new gate cards from the MBR office if necessary.
- Submitting a current Renter (Tenant) Registration Form via portal.mtbakerrim.com to the MBR Office **before** a tenant arrives.
- Communication with the MBR Office about gate cards, codes, and local phone number changes.
- Receiving, and potentially paying, hard-copy or e-mail copies of monthly statements from MBR.

I understand that I will be notified of any problems or changes regarding my rental property and/or rental gate cards. I also understand that I am ultimately responsible for any rules and regulations that are broken by the Property Manager and/or any tenants.
I also agree to contact the MBR office if and when there is a change in my current designated Property Management firm.

_____ _____
Member Signature Date

Mount Baker Rim
Community Club

P.O. Box 5074 Glacier, Washington 98244-5074
Phone (360) 599-2946 Fax (360) 599-3313

Clubhouse Rental and Usage Policy

(Approved 4/15/16)

The MBR Clubhouse is member supported and maintained common property, and as such, is available for use by all members in good standing, immediate members of their family, and may be extended to guests of members, under such rules and regulations as the Board of Directors may prescribe. Renters and tenants may not have use of the common facilities including the clubhouse and Wi-Fi.

1. A member may rent the clubhouse for personal use. An event with twenty-five (25) people or more in attendance will require a rental fee of **$350.00** plus a damage deposit of **$350.00**. The damage deposit may be refunded upon completion of an inspection by a MBR employee and the required checklist is completed.

2. A flat fee of **$100** for cleaning after an event is an option for any rental occasion. If you choose not to pay the fee, you are responsible for clean-up. Contact caretaker and office for clean-up checklist and requirements.

3. The normal hours of clubhouse operation will be maintained for any rental event and any overtime of an event will require an overtime assessment added to the rental fee to pay MBR employees if the event runs past the operating hours of the clubhouse.

   Clubhouse hours:
   Fall/Winter -9am to 9pm weekdays, 9am to 10pm weekends
   Spring/Summer – 9am to 10pm every day

4. The use of the pool, sauna, and gaming equipment is not included in a clubhouse rental.

5. Maximum occupancy of the clubhouse is 110 for a rental event.

Member's name:_____ Lot number:_____

Date of event:_____ Number attending:_____

Paid $_____ Credit Card_ Cash_ Check_

Checklist completed/deposit returned:_____

APP

215500
FILE NUMBER

DOMESTIC

STATE OF WASHINGTON | DEPARTMENT OF STATE

I, **A. LUDLOW KRAMER,** Secretary of State of the State of Washington and custodian of its seal, hereby certify that

ARTICLES OF INCORPORATION

of **MT. BAKER RIM COMMUNITY CLUB**

a domestic corporation of **Seattle,** Washington,

was filed for record in this office on this date, and I further certify that such Articles remain on file in this office.

Filed at request of
Roberts, Shefelman, Lawrence, Gay & Moch
1818 IBM Bldg.
Seattle, Wash. 98101
Attn: Robert G. Moch
NON-PROFIT

Filing and recording fee . . . $ **20.00**

License to June 30, 19..... $.....

.....Excess pages @ 25¢ $.....

Microfilmed, Roll No. 1225

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In witness whereof I have signed and have affixed the seal of the State of Washington to this certificate at Olympia, the State Capitol,

September 24, 1971

A. LUDLOW KRAMER
SECRETARY OF STATE

SSF-57 B (6-69)

25439 SEP 2771

FILED

SEP 24 1971

A. LUDLOW KRAMER
SECRETARY OF STATE

ARTICLES OF INCORPORATION

OF

MT. BAKER RIM COMMUNITY CLUB

The undersigned do hereby associate themselves together for the purpose of forming a nonprofit corporation under Title 24 of the Revised Code of Washington, and do hereby make, execute and adopt the following ARTICLES OF INCORPORATION, to wit:

ARTICLE I

The name of this corporation shall be MT. BAKER RIM COMMUNITY CLUB.

ARTICLE II

The duration of this corporation shall be perpetual.

ARTICLE III

The purposes for which this corporation is organized are and 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 and advisable to accomplish and promote said

purposes, except carrying on a business, trade, avocation or profession for profit, including but not limited to:

1. Providing civic betterments and social improvements, such as utility, park, meeting, ingress and egress, transportation and hauling, protective and any and all other types of services, facilities and improvements deemed useful, beneficial or helpful to said owners;

2. Enforcing restrictions, conditions, liens, charges and covenants pertaining to said property;

3. Purchasing, leasing, constructing, contracting for, developing and otherwise acquiring, securing and receiving such property, real and personal, tangible and intangible, as may be necessary or convenient for carrying on said objects and purposes, and owning, operating, managing, controlling, maintaining, renting, leasing, improving, caring for, dealing in and with, using and holding, and selling, distributing, dedicating, or otherwise disposing of the same;

4. Loaning and borrowing or raising money or otherwise contracting indebtedness and giving any form of obligation and security therefor, including, but not by way of limitation, the issuance of bonds, bills of exchange, promissory notes or other evidence of obligation, and securing the same by any property or assets of the corporation;

5. Guaranteeing, purchasing, acquiring, holding, owning, using, mortgaging, pledging, selling or disposing of bills, notes, debentures, shares, bonds, securities or other evidences of indebtedness of any and all kinds, including the shares of stock of other corporations; and

6. Making and collecting charges and assessments by which to further said objects and purposes;

and to do any and all things that a corporation may lawfully do for the benefit of its members or the property of its members pursuant to said Title 24 R.C.W.

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ARTICLE IV

In the event of the dissolution of the corporation, the net assets of the corporation are to be distributed to the then directors of the corporation in trust for the owners of the aforesaid real property for the purposes for which this corporation is organized.

ARTICLE V

The address of the initial registered office of the corporation shall be 332 Second Avenue West, Seattle, Washington 98119, and the name of the corporation's initial registered agent at such address shall be Robert S. Rogers.

ARTICLE VI

This corporation shall be managed by a board of not less than three (3) nor more than eleven (11) directors, the number, election and term of office of which shall be fixed by the Bylaws. The number of directors constituting the initial board of directors of the corporation shall be three (3), and the names and addresses of the persons who are to serve as the initial directors until the first annual election of directors and until their successors are elected and qualified shall be:

Name	Address
Robert S. Rogers	3605 Hunts Point Rd. Bellevue, Washington 98004
Robert C. Lorentz	7655 78th S. E. Mercer Island, Washington 98040
Robert G. Moch	1818 IBM Building Seattle, Washington 98101

ARTICLE VII

Membership in this corporation shall be determined by the Bylaws. The corporation shall have no capital stock and shares therein shall not be issued. The interest of each member, which shall be equal to that of every other member, shall be evidenced by a certificate of membership issued by the corporation under terms to be fixed by its Bylaws, but failure to issue such a certificate shall in no event affect the rights, privileges and liabilities of membership.

ARTICLE VIII

The names and addresses of each of the incorporators of this corporation are:

Name	Address
Robert S. Rogers	3605 Hunts Point Rd. Bellevue, Washington 98004
Robert C. Lorentz	7655 78th S. E. Mercer Island, Washington 98040

IN WITNESS WHEREOF, said undersigned incorporators have executed these Articles this 22nd day of September, 1971.

Robert S. Rogers

Robert C. Lorentz

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

ROBERT S. ROGERS and ROBERT C. LORENTZ, being first duly sworn, each upon his oath deposes and says:

That he is one of the incorporators above named, that he has read the within and foregoing Articles of Incorporation of Mt. Baker Rim Community Club, knows the contents thereof and believes the same to be true.

Robert S. Rogers

Robert C. Lorentz

SUBSCRIBED AND SWORN to before me this 22nd day of September, 1971.

Robert D. Mock
Notary Public in and for the State of Washington, residing at Hunts Point

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) 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) 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) 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 to the membership for ratification at the annual meeting. 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)

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, excepting the President if he/she is elected to the Presidency after serving two (2) years. The President then has the option of serving a fourth year as Past President. (as amended June 29, 2021)
No director of the Board may also be an employee of MBRCC. (as amended June 7, 2008)

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 member of the Board of Directors shall possess one (1) vote in matters coming before the MBR Board. All voting at meetings of the Board of Directors shall be by each member in person and voting by proxy shall not be allowed. (as amended June 21, 2014)

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 by the Board of Directors at any properly called meeting for any reason deemed sufficient to the directors. 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)

If a member wishes to make, amend or repeal a Bylaw, such notice of intention shall be sent to the Board of Directors at any time during the year for review. (as amended June 8, 2018)

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.

(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.

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 alreadyplaced 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 ¾ 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)

AMENDED DECLARATION OF PROTECTIVE RESTRICTIONS, CHARGES, ASSESSMENTS AND LIENS FOR MT. BAKER RIM COMMUNITY CLUB

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, LANDS-WEST, INC., a Washington Corporation (Developer) filed documents entitled "Declaration of Protective Restrictions" for Division 1 of Mt. Baker Rim, on or about September 27, 1971, recorded under Whatcom County Auditor's File No. 1102414, which was subsequently amended on September 18, 1972, by a document entitled "Amendment and Addition to Declaration of Protective Restrictions", recorded under Whatcom County Auditor's File No. 1123590, "Declaration of Protective Restrictions" for Division 2 of Mt. Baker Rim, on or about September 5, 1972, recorded under Whatcom County Auditor's File No. 1123589, which was subsequently amended on June 15, 1973, by a document entitled "Amendment and Addition to Declaration of Protective Restrictions", recorded under Whatcom County Auditor's File No. 1149588, "Declaration of Charges, Assessments and Liens" for Division 1 of Mt. Baker Rim, on or about September 27, 1971, recorded under Whatcom County Auditor's File No. 1102415, "Declaration of Charges, Assessments and Liens" for Division 2 of Mt. Baker Rim, on or about September 5, 1972, recorded under Whatcom County Auditor's File No. 1123591, all of which are hereafter referred to as "the Documents"; and

WHEREAS, all the Documents burden and benefit the following real property, situate in Whatcom County, Washington:

> Mt. Baker Rim, Division 1, according to the plat thereof, recorded in Volume 11 of Plats, pages 74, 75 and 76, records of Whatcom County, Washington; and Mt. Baker Rim, Division 2, according to the plat thereof, recorded in Volume 12 of Plats, page 38, records of Whatcom County, Washington;

hereafter referred to as the "real property"; and

WHEREAS, Mt. Baker Rim Community Club, hereafter referred to as "the Club", a Washington non-profit corporation, is successor to Lands-West, Inc., and is the entity mentioned in "the Documents"; and

WHEREAS, "the Documents" provide a mechanism for amendment by which the Declarations may be amended by recording an instrument signed by the record owners or purchasers of sixty-five percent (65%) of the area, exclusive of that dedicated or used for community purposes or common usage and roads of Mt. Baker Rim, Divisions No. 1 and 2, whereby the signer or signers thereof agree to change such restrictions and conditions in whole or in part; and

WHEREAS, the undersigned are at the time of signing this instrument, record owners or purchasers of area within Mt. Baker Rim, Divisions No. 1 and 2, exclusive of that dedicated for community purposes or common usage and roads, who desire to amend the original Documents, as set forth below, now, therefore,

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The above mentioned DECLARATIONS ARE HEREBY AMENDED to read as follows:

For the purpose of this Declaration;

"Dwelling Unit" is defined as a building or modular manufactured housing unit that is constructed or installed on a permanent foundation and designed for long term human habitation, that has facilities for cooking, sleeping, toilet and bathing; the term does not include tents, campers, recreational vehicles or travel trailers. This definition is a condensed version of that for "dwelling unit" in the Whatcom County Zoning Ordinance.

"Residential Purposes" precludes business and commercial activities, the raising and maintaining of livestock or poultry, and the breeding and maintaining of other animals except for common household pets.

I. PROTECTIVE RESTRICTIONS

A. Land and Building Use Restrictions.

1. No lot or lots shall be used for purposes other than residential purposes and no lot shall be used for any purposes other than one single-family dwelling unit and such outbuildings as are reasonable accessory uses to such single-family dwelling units, except for such lots as may be dedicated or used for community purposes or common usage or which may be owned by the Club, and except for such lots as are exempted under section B hereof.

2. No lot of real property may be divided for purposes of sale or change or transfer of ownership.

3. All clearing and building activities on all lots, including but not limited to obtaining necessary permits, shall conform to county and state regulations but subject to any more restrictive regulations in this Declaration or the Bylaws of the Club. The Club may enforce any relevant county and state regulations applicable to the real property.

4. The work of constructing a dwelling unit on any lot shall be prosecuted diligently and continuously from commencement of construction until the exteriors thereof are completed and painted or otherwise suitably finished, which finish shall in any event be within twelve (12) months from the commencement of construction.

5. No structure shall be constructed, placed or maintained on any lot other than in compliance with both Whatcom County and Club Bylaw set-back requirements.

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6. All developed lots must be landscaped in a reasonable manner harmonious both with the natural environment and with existing well-landscaped lots; such landscaping must be completed within one year of the placement of a dwelling of modular construction on the lot or the completion of the construction of a non-modular dwelling on the lot.

B. Grandfathering. As of the date on which this declaration is amended, lots which have established usages of trailers or recreational vehicles will be exempted from the dwelling unit restriction under Section A hereof. On such lots, one trailer or recreational vehicle may continue to be used, subject to the restrictions under Section E hereof, until a period of ten years has elapsed from the date of this declaration amendment or until the property is sold or the title transferred, whichever occurs later.

C. Nuisances. No firearms shall be used within the real property. No noxious or offensive activity shall be carried on anywhere in the real property or in the adjacent part of Glacier Creek nor shall anything be done which may be or may become an annoyance or nuisance to the owners of lots in the area.

D. Lot Maintenance. Each lot shall be maintained in a clean, sightly condition at all times, with grass cut regularly, and shall not be used as a dumping or storage area for rubbish, unsightly material or anything which constitutes a fire hazard. All refuse from use of a lot shall be kept in hygienic sanitary containers which shall be concealed from view and regularly emptied in the common garbage facilities. Under no circumstances shall any material be disposed of in Glacier Creek. The reasonable keeping of equipment and materials on a lot during construction on such lot shall be permitted. Debris from lot clearing must be disposed of promptly and no debris shall be placed in road right-of-ways. The Club shall have the right but not the obligation to enter upon and remove any rubbish, unsightly material, material which constitutes a fire hazard, waste, debris, grass, hay or other substance preventing a reasonably clean and tidy property from any lot in the real property and to assess the cost thereof against such lot and the owner thereof.

E. Water and Sewage.

1. Lots with permanent dwellings may not be used for residential purposes, either temporarily or permanently, unless they meet the following requirements:

   a. they are connected to the area's water system;
   b. toilet facilities are entirely contained within the residential dwelling unit;
   c. they are connected to a septic tank and drainfield or other sewerage disposal system that has been installed in accordance with the specifications and approval of the applicable government agency.

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2. Travel trailers and recreational vehicles currently located at the real property are exempted from the requirement of being connected to a septic tank and drainfield, provided they meet the following conditions:

   a. they have a self-contained sewerage disposal system;
   b. they are road worthy and are properly maintained, licensed and insured in accordance with Washington State requirements;
   c. they make regular trips to a dump station located outside the real property to dispose of such waste.

F. Signs. No signs shall be permitted, except for those installed by the Club, with the exception of the following:

   1. signs denoting the name and/or address of the lot owner,
   2. standard-size realty signs during the time a property is being offered for sale.

   The Club may remove any other signs and may enter upon any lot to accomplish such removal.

G. Culverts. Where access to lots crosses a ditch or standing water in any road right-of-way, a PVC culvert 12" X 14 ft. must be installed prior to construction or use.

H. Fires. Barbecue and campfires will be permitted at the real property as long as they are lit in appropriate containers (barbecue pits having brick or concrete slab floors) and are not started on bare ground. A permit is not required for such fires as long as they are no larger than what is permitted under County, State, Forestry and Fire Marshall regulations, currently four feet square (4 ft. sq.). In accordance with County regulations, a burning permit is required when burning garbage and/or brush. Burn permits must be displayed at all times and must be available for inspection. The Club shall have the right to ensure that County, State, Forestry and Fire Marshall regulations are strictly enforced. When a burning ban is in effect, notice of such ban will be posted at the gate. **NO FIRES WILL BE PERMITTED FOR THE DURATION OF THE BURNING BAN.**

I. Roads. The roads within the real property are to be used primarily for ingress and egress. Posted speed limits and other traffic signs must be obeyed at all times. All motorized vehicles using these roads must conform to State licensing and vehicular regulations.

J. Electrical Power. The electrical power source for any lot shall be the available underground system for the real property, and all permanent electrical power connections and lines from such system to any portion of any such lot shall be placed underground.

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II. CHARGES, ASSESSMENTS AND LIENS

A. Provisions for Assessments.

1. The lots within the real property shall be subject to such charges, assessments and liens as shall from time to time be imposed by the Club acting pursuant to the Articles of Incorporation and the Bylaws of the Club, including any duly adopted amendments.

2. The amount of such charges and assessments and the manner of payment thereof shall be determined by the Club imposing such charges and assessments, and the proceeds therefrom shall likewise be applied in such manner and for such objects and purposes as shall be determined by the Club.

3. Charges and assessments by the Club shall be 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, hereby made subject to such charges and assessments, excluding from such charges and assessments platted roads and areas reserved for common usage.

B. Liens; Collection of Assessments.

1. Any charge or assessment levied by the Club against any residential lot in the real property, including interest on such charge or assessments and collecitons costs, if any, shall constitute a lien upon such residential lot as soon as such charges, assessment, interest or costs shall become due and payable. Such lien shall be superior to any and all other liens (except as provided in Section II.B.4 hereof) at any time levied or imposed upon such residential lot or lots.

2. Any charge or assessment imposed by the Club upon any member who is the owner or contract purchaser of a residential lot or lots in the real property including interest on such charge or assessment and collection costs, if any, shall be and become a lien upon the lot or lots owned by such member as soon as such charge, assessment, interest or costs shall become due and payable. Such lien shall be superior to any and all other liens (except at provided in Section II.B.4 hereof) at any time levied or imposed upon such residential lot or lots.

3. 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 he same, whether from the present owner or purchaser thereof or from a subsequent owner or purchaser thereof, such owner or purchaser shall thereby waive all rights of redemption and of homestead in such lot or lots with respect to foreclosure of such liens.

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As an alternative remedy to the foreclosure of such liens, the Club shall have the exclusive right and option, at any time after the expiration of a period of sixty (60) days during which any of such charges or assessments shall remain unpaid, to purchase any residential lot upon which such lien or liens are imposed, upon payment to the owner or purchaser of such lot an amount equal to the value of such owner's or purchaser's interest in such lot. Upon the exercise of said option by the Club in the manner set forth in the Bylaws of the Club, the owner or purchaser of such lot shall convey to the Club all right, title and interest which such owner or purchaser may have in such lot. In any court proceeding to enforce such option, the Club shall be entitled to have a decree of specific performance entered in its behalf. If the value of such owner's or purchaser's interest in such lot cannot be agreed upon, the lot shall be appraised in accordance with such method of appraisal as shall be set forth in the Bylaws of the Club.

Furthermore, the Club shall have the right, at any time after the expiration of sixty (60) days during which any of such charges and assessments shall remain unpaid and after ten (10) days notice of intent to exercise this right, to prohibit and prevent the owner 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.

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 recordation of such, superior to any and all charges, assessments and liens imposed pursuant to this Declaration.

C. Membership.

1. Membership in the Club shall be as prescribed in the Articles of Incorporation and the Bylaws of the Club.

2. Any charges or assessments herein provided to be imposed by the Club, including interest thereon and collection costs, if any, shall be and become a lien upon all residential lots in the real property irrespective of owner's or purchaser's membership in the Club. The fact of non membership in the Club shall not serve in any way to release or relieve the lot or lots owned by such owner or purchaser from the charges or assessments imposed upon such lot or lots by the Club in accordance with its Articles of Incorporation and Bylaws.

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III. GENERAL PROVISIONS

A. Supersedes Prior Declarations. This Amendment supersedes and entirely replaces "the Documents" described in the first paragraph of this instrument, being the original Declarations and Amendments thereto, recorded in the Auditor's Office for Whatcom County.

B. Covenant Running with Land. The aforesaid Restrictions and Conditions shall run with the land (real property) and shall be binding upon all parties having an interest in said "real property" and persons claiming under them from the date this instrument is recorded, until an instrument signed by the record owners or purchasers of sixty-five percent (65%) of the area, exclusive of that dedicated or used for community purposes or common usage and roads of either Division of Mt. Baker Rim, is recorded, whereby the signer or signers thereof agree to change such restrictions or conditions, in whole or in part.

C. Compliance. If any party bound hereby, or such party's heirs or assigns, shall violate any of said restrictions or conditions, the Club, in addition to anyone else having a right of action in regard thereto, may prosecute any proceeding at law or in equity against the person or persons, or entity or entities, violating, or attempting to violate, any such restrictions or conditions, either to prevent him, it or them from so doing, or to prohibit and prevent such person or persons, or entity or entities, from using the community or common areas or the roads of Mt. Baker Rim, or to recover damages or other dues for such violation, or any combination thereof, and the costs, including reasonable attorney fees, incurred in prosecuting any such proceeding, shall be paid by the party or parties, or entity or entities, violating or attempting to violate any such restriction or condition. The undersigned, or their successor or successors, shall not be obligated to enforce any of the terms of this instrument. All instruments or conveyances which deal with or relate to in any way "the Property" (including but not limited to transfers, conveyances, encumbrances, etc.) shall be deemed to be subject to the restrictions and conditions set forth herein.

D. Severability. The invalidation of any one said restriction and condition shall in no way effect any of the other provisions herein but the same shall remain in full force and effect.

MT. BAKER RIM COMMUNITY CLUB

President, Al Campbell

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STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that Al Campbell is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the President of Mt. Baker Rim Community Club to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 15 day of July, 1995.

Margaret L. Gustafson
NOTARY PUBLIC for the State of Washington.
My commission expires 4/1/98

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2021

Mount Baker Rim

Community Club

P.O. Box 5074, Glacier, WA 98244-5074

Phone 360-599-2946
Fax 360-599-3313
Email office@mtbakerrim.com www.mtbakerrim.com

MINIMUM PROPERTY STANDARDS FOR MOUNT BAKER RIM

Approved 11/18/2005
(Amended 8/20/21 by Board Vote)

Applicability

This Minimum Property Standards document is mandated in Mt. Baker Rim Community Club (MBRCC) Bylaws. These standards apply to two groups of activities—lot development and lot use. The standards also apply to community-owned as well as privately owned lots. All lot development and use standards shall adhere to the Whatcom County Code (WCC) and MBRCC Bylaws, covenants, and rules and regulations, whichever regulation is more stringent. Lot development involves all activities on a 'raw' lot from survey and clearing or grading through completion of construction and landscaping. These standards also apply to renovation of existing buildings, construction of accessory or out-buildings, enlargement of an existing building floor area, any change that would require a Whatcom County permit, and those changes considered by the MBRCC Board to have a material impact on the overall design and character of the community. All lot development or construction activity within MBRCC must adhere to the county RR-3 zoning designation, the applicable county building codes, as well as MBRCC Bylaws, covenants, and rules and regulations, whichever regulation is more stringent.

A requirement for those contemplating lot development, lot use, or construction, including general cleanup, should be to check with the MBRCC Office about procedures and

contacts. Direct contact may be made at the phone number, FAX, email address, or mailing address shown on the cover of this document.

Purpose

This document serves two important requirements of the MBRCC. The first requirement is that buildings must be placed in such fashion as to complement the community and to be consistent with use on neighboring lots. The second is that materials used to finish the exterior of the building must be consistent with the natural environment. Exterior construction shall consist primarily of natural wood finishes, rock facings, logs, and similar types of materials. Metal roofs are allowed.

1.0 LOT DEVELOPMENT & CONSTRUCTION

a. Lot Clearing. No clearing of a lot may begin without the explicit written approval of the Property Standards Director. Clearing activity covers cutting of brush, trees, digging or grading of land surfaces preparatory to construction. This applies specifically to lot land area located within private ownership. Separate permission must be obtained to do any clearing within the community right-of-way adjacent to private lots. Any tree requested by a member to be cut down on MBR- owned property must be approved by the Board of Directors.

b. Perc Testing. Property owners shall notify the Property Standards Director prior to clearing any vegetation or perc testing of any lot. Perc holes shall be filled in no later than 15 days after completion of the test. The Property Standards Director shall be informed of an approximate date of completion of the perc testing if it will take longer than 15 days or if the perc holes shall remain unfilled for over 15 days. Any cut trees or vegetation shall be removed from the lot no later than 30 days from the initial date of excavation.

1.1 COUNTY & MBRCC REQUIRED DOCUMENTATION

Whatcom County has documented requirements for lot development and construction. The MBRCC "On-Site Sewage System Approval Permit" and "General Building Permit" (APPENDICES A & B) requires that an owner is adhering to all of the legal requirements found in county government documents, has completed related forms, and paid all applicable fees. A member of MBRCC preparing to build on a lot or install a septic system must turn in a $2,000 damage deposit to the MBR Office (in the form of a cashier's check or money order) before MBR permits will be issued. County documents specify requirements for both 'stick built on-site' buildings and placement of 'stick built off-site' buildings, i.e. manufactured, modular, or mobile home structures.

1.2 MBRCC REQUIRED DOCUMENTATION

MBRCC requires that the following documents/forms be submitted in order to obtain permission to develop any lot within the community.

a. Lot Survey. All lots within the MBRCC on which any construction or development activity is contemplated are required to have a land survey completed, by a professional surveyor, prior to commencement of any construction or development activity. The presence of iron rod or wooden stake markers will not be acceptable as locating legitimate lot boundaries corners. A copy of the recorded survey must be given to MBRCC.

b. Damage Deposit. Prior to the issuance of a MBR On-Site Sewage System Approval Permit or a MBR General Building Permit, a damage deposit (APPENDIX C) in the amount of $2,000 (in the form of a cashier's check or money order) will be required from the property owner. This deposit will be turned into the MBR Office.

c. MBRCC General Building and On-Site Sewage System Approval Permit(s) These documents (APPENDICES A & B) must be completed in their entirety and submitted to the Property Standards Director for approval prior to commencement of any development or construction activities. The permits must be first signed by the lot owner before submission for approval. Signature of the MBRCC Board Property Standards Director on these permits signifies permission to begin lot development or construction activities. Lot development and construction activity may not begin until all required signatures, called for on the permit form, are present. Owners contemplating development must attach the following copies:

-county building permit
-county health department permit
-recorded land survey

d. Site Plan. MBRCC requires that the site plan show, at a minimum, established boundary markers for the property, location and outline of the proposed building footprint including exterior decks, nature of exterior finish, protrusions or extensions beyond the roof line, building height, location of on-site sewage system, placement of 2 required parking spaces, and front, side, and rear setbacks. MBRCC requires that all front setbacks be 25 feet including lot boundaries adjacent to both streets for corner lots. The side and rear setbacks are 8 feet from the lot line. No construction may occur in the setbacks. The maximum amount of impervious surface shall not exceed 20% of lot size. Impervious surfaces include building footprint, overhangs and any surface that prevents rainwater from entering the ground.

Site plans shall be presented on sheets no larger than 11" by 17", and with notation of scale which must be shown on the site plan. The site plan shall also show all trees, larger than 9 inches in diameter (as measured 5 feet above ground) proposed to be cut to accommodate construction. The minimum gross foundation of dwelling unit improvements in MBRCC may not be less than 450 square feet.

All vehicular access to lots within the real property shall be through the MBRCC's front security gate and internal road network. The rear gate is for emergency and oversized vehicles. Non-emergency rear-gate access for oversized vehicles is scheduled through the Caretaker. Driveways with direct connections to external roads are not allowed. Temporary access connections to external roads require explicit approval by the Board of Directors prior to construction.

Every private lot shall possess one 15-foot access crossing community property for entry from MBRCC streets. A 12" culvert to conduct rain and snow water runoff may be required under this access. The areas of MBRCC affected by this culvert requirement will be determined by the Property Standards Director, and communicated to those applying for permission for lot development or construction activity. Any tree requested by a member to be cut down on MBR-owned property must be approved by the Board of Directors.

This site planning also applies, under county and MBRCC rules, to placement of 'manufactured housing'. No manufactured housing or mobile homes more than five years old may be placed on MBRCC lots. No existing mobile or modular home may be moved from one MBRCC private lot to another. Only double-wide manufactured or modular

housing is allowed. Manufactured housing placed on MBRCC lots must adhere to county requirements.

e. Building Drawings. Complete and detailed architectural plans for any proposed building are required and will not be permanently stored in the MBRCC office if provided. Proof of county engineering plan approval may be required. Inclusion of the Whatcom County approved site plan, with the MBRCC permits are required.

f. Building Height and Grade Plane. Building Height shall not exceed 3 stories above Grade Plane and shall not exceed 30 feet in height from finished Grade Plane to roof peak. Building Height and Grade Plane are as defined in Whatcom County Code 20.97.

g. Floor Space Ratio. No property development shall have a Floor Space Ratio (FSR) greater than 0.225. FSR is calculated by dividing the total finished building area by the total site area

1.3 MBRCC LOT DEVELOPMENT PROCEDURES

The MBRCC required procedural steps, in order, begin with submission of the General Building Permit (APPENDIX B). This is followed by contacting the Property Standards Director to discuss the contents and scope of the permit. The owner will then be requested to stake the lot in accordance with site plans showing location, at least, of the building foundation, the parking area, and the on-site sewage system. The Property Standards Director will 'walk' the site with the owner in order to observe setbacks, location of construction areas. These observations provide verification that the plans for construction are the same as those shown on the site plan.

The MBRCC Board will provide formal approval to proceed with lot development or construction within 35 days from the date of receipt of completed permits, as stamped on the MBRCC office copy(ies) of the permit(s). Formal approval is considered to be given when recorded in the minutes of the regular monthly Board meeting, and/or by signature of the Property Standards Director on the MBRCC permit(s). The owner may assume that permission to commence lot development or construction has been given if this approval is not forthcoming within 35 days.

Difficulties with development or construction plans may be encountered that delay formal approval. This delay may be beyond the 35 days noted in the preceding paragraph. In this case a written report of plan issues or difficulties will be produced, and submitted to the MBRCC Board for their disposition with a copy to the owner. Notice of the Board's conclusions will be provided to the owner in writing. Work may not begin until the issues or problems are resolved through the Board even if this delay is more than 35 days.

The owner is responsible for posting a brightly colored copy (obtained from the MBRCC Office) of the approved MBRCC permit(s) in a conspicuous place on the lot.

1.4 DEVELOPMENT SCHEDULE REQUIREMENTS

It is required that a development time schedule be shown on the MBRCC permit. Approval will not be granted if this schedule is not shown, and no further processing by the MBRCC Board will continue. The governing documents of MBRCC require that no more than 12 calendar months are allowed from clearing of a lot to completion of exterior construction of a building. The allowance of up to 12 months for landscaping applies to a landscaping plan included with lot development plans. Landscaping may include allowing the lot to develop naturally without the addition of lawns, and shrub or flower plantings. Owners will be notified, in writing, if these scheduling requirements are exceeded, and may be subject to a fine.

1.5 NEAT & ORDERLY CONSTRUCTION SITE

It is required that construction activity will be diligently pursued. A neat and orderly construction site will be maintained throughout the construction period. Sani-cans and construction materials will be stored within the confines of the owner's property.

1.6 HOURS OF WORK

On-site construction or development work, which holds a valid MBRCC issued General Construction Permit, On-site Sewage System Permit, or other MBRCC Permit, as outlined in the Guidelines for Minimum Property Standards, is allowed during the Allowed Times, as set forth in the MBRCC Rules & Regulations.

All construction and development work shall be done in a manner that minimizes impact on MBRCC members and property.

2.0 LOT USE

WCC RR-3 zoning designation, MBRCC, single-family dwelling.

2.1 ACCESSORY BUILDINGS

Accessory buildings are defined as structures for storage that are no more than 200 square feet in floor area. Structures larger than this require both Whatcom County building permit, and MBRCC General Building Permit (APPENDIX B). No accessory building may be constructed in a right-of-way. No buildings of any kind, including temporary or accessory structures, may be placed on a MBRCC lot without the necessary permits for the primary structure on file with MBRCC.

2.2 PLACEMENT OF VEHICLES AND MATERIALS ON MBRCC LOTS

Any motorized or towed vehicle present in and operated on MBRCC streets, or parked on MBRCC lots, must be currently licensed and registered consistent with Washington State laws. No motor vehicle that is unlicensed or uninsured is allowed on any MBR property or road. Unlicensed automobiles and light trucks must be stored within an approved structure or concealed within an approved, fenced enclosure.

An approved, permanent structure or approved, fenced enclosure is required for off-season storage of snowmobiles (from May 1st to Oct. 31st), and boats on trailers under 17' (from Nov. 1st to March 31st). Boats over 17' on trailers are only allowed on MBR lots with Board or Caretaker approval for a limited number of days.

ATVs and go-carts must be stored in an approved, permanent structure or approved, fenced enclosure for storage over 7 days unless approved by the Board or Caretaker for a longer period.

Camper shells that are not attached to a truck or vehicle, and all other utility trailers, such as flatbeds, covered tool trailers, debris hauling and camping tent trailers must be stored in an approved structure or an approved fenced enclosure whenever not in use.

2.3 BUILDING & LOT MAINTENANCE

Lots and residential buildings shall be kept in a neat, appealing and orderly condition. The expectation is to keep buildings and lots in such condition that they would be appealing to visitors and owners, and be saleable without additional effort. No cutting of trees over 9 inches in diameter (as measured 5 feet above the ground) is allowed without written

permission of the Property Standards Director. Any tree requested by a member to be cut down on MBR owned property must be approved by the Board of Directors.

2.4 FIRE CODE CONSIDERATIONS & BURNING ON MBRCC LOTS

All residential dwellings within MBRCC must be constructed to meet Whatcom County fire codes. Any MBRCC home damaged by fire and/or smoke to any part of the structure, or that is uninhabitable as a result of fire damage, must be demolished or renovated.

Demolition or renovation must be completed on a schedule prepared by the owner, and presented to the Board for approval.

No burning of any kind is permitted during a 'Burn Ban' which is denoted by the presence of a 'Burn Ban' alert throughout Whatcom County or a sign posted at the entry gate. MBRCC prohibits the use of charcoal BBQs as well during any 'Burn Ban.' Burning at other times (no Burn Ban) must be done with attention to fire suppression measures that are prudent in the MBRCC forested environment.

2.5 SIGNS, ADVERTISING, & SOLICITING

Permitted signs are covered in the MBRCC covenants. Signs that are considered to be obtrusive, objectionable, or unsightly will be removed by the MBRCC Board's authority.

2.6 LIGHT POLLUTION

All outside lighting for security or aesthetics will be a shielded type to direct light downward. Lighting in yards or on buildings may not be so bright or positioned to trespass beyond the property lines. No dusk-to-dawn lights and motion sensors are preferred.

2.7 STORAGE OF CAMPERS, SEASONAL SPORT EQUIPMENT AND UTILITY TRAILERS

Storage enclosures of seasonal sport equipment, and utility trailers must be in a garage, a shed, or fenced area, sufficient to keep out of view from front, side and back of lots where it applies.

All setbacks apply, 25' from the property line, 5' from sides and back property lines and 10' from any other structure for storage shed or garage, except when enclosure is a fence. Fence enclosures may be a minimum of 2 sides or more as needed to conceal equipment from view, and a maximum height of 7 feet, as allowed by Whatcom County. One side of a fenced enclosure may be a residence or shed located within the set-backs upon the property.

Materials must be in keeping with approved MBRCC structural requirements.

Pre-approval of location and materials are required.

APPENDIX A
MT. BAKER RIM COMMUNITY CLUB

P. O. Box 5074 – Glacier, WA 98244
Phone: 360.599.2946 FAX: 360.599.3313 Email: office@mtbakerrim.com

(Amended 3/16/18)

ON-SITE SEWAGE SYSTEM APPROVAL PERMIT

MBRCC Lot No._____ Construction Project Proposed Install on-site sewage system

Owner's Name:_____

Street Address:_____ City:_____

Telephone Number:_____ FAX Number:_____ Email Address: _____

This form becomes a permit to commence construction/development of an on-site sewage system, as defined in Whatcom County Code (Title 24), when items #1 through #8 have been completed, and this permit signed appropriately. It is predicated on a plan for development and construction that meets all of the legal requirements of MBRCC and Whatcom County.

1. Damage Deposit:_____ (Date received by MBR Office)
2. Date of Survey:_____ Name of Surveyor:_____ (Copy of survey attached)____
3. A site plan drawn to scale on surveyor or standard map has been submitted identifying location of proposed structure(s) and septic field construction.
4. Map locating trees (over 9" in diameter, as measured 5 ft. above the ground) that are proposed to be cut and removed. Trees proposed for removal, on owner's lot, must be spray-painted or taped for proper identification.
5. Drawings of proposed on-site sewage system on a map drawn to scale.
6. Attach to this permit a copy of the Whatcom County Health Department permit for the subject lot.
   Building permit number:_____ & date of issue: _____
7. Proposed schedule for system installation: start date:_____ completion date: _____
8. I, owner of the referenced lot, certify that I have reviewed the Mt. Baker Rim Community Club governing documents (bylaws and covenants), and have read, understand, and accept those sections applicable to lot development and/or construction requirements. My signature below attests my understanding of this requirement, and the related requirements specified in the governing documents.

   Signed:_____ Date: _____
   Lot Owner

   Signed:_____ Date: _____
   (Property Standards Director) (Inspection Date)

(A copy of this completed form will be given to the lot owner or their designated representative, and the original will be placed in the owner's file in the MBRCC office.)

The presence of two signatures on this permit constitutes final MBRCC Board of Directors approval to begin on-site sewage system construction. On-site sewage system installation and construction must be completed within the time period as per Section 1.4 of the Minimum Property Standards document. The proposed schedule may cover no more than twelve (12) months. No other lot development or construction activity is permitted beyond construction and installation of an on-site sewage system.

Construction of a dwelling unit on the lot subject of this permit must commence as per Section 1.4 of the Minimum Property Standards document. The original of this permit will be placed in the MBRCC office files for the applicable lot. A copy of the permit will be given to the owner. A third colored copy of this permit will be posted in a conspicuous place on the construction site where it is to remain for the duration of construction. On-site sewage system construction activity may not begin until such time as this permit is posted on the lot.

APPENDIX B

MT. BAKER RIM COMMUNITY CLUB

P. O. Box 5074 – Glacier, WA 98244
Phone: 360.599.2946 FAX: 360.599.3313 Email: office@mtbakerrim.com

In the event Construction has not commenced on the lot, this permit will expire one year from the date of issuance.

GENERAL BUILDING PERMIT

(Amended 3/16/18)

MBRCC Lot No.:_____ Construction Project Proposed:_____

Owner's Name:_____

Street Address:_____ City:_____

Telephone Number:_____ FAX Number:_____ Email Address: _____

This form becomes a permit to commence lot construction/development, or placement of a manufactured home when items #1 through #8 have been completed, and this permit signed appropriately. It is predicated on a plan for development and construction that meets all of the legal requirements of MBRCC Community Club and applicable Whatcom County agencies. All the requirements of this permit form are based on the building permit requirements of Whatcom County.

1. Damage Deposit:_____ (Date received by MBR Office)
2. Date of Lot Survey:_____ Name of surveyor:_____ Copy of survey attached ____
3. A site plan drawn to scale on surveyor or standard map has been submitted identifying location of proposed structures(s) and septic field construction.
4. Map locating trees (over 9" in diameter, as measured 5 ft. above the ground) that are proposed to be cut and removed. Trees proposed for removal on owner's lot, must be spray-painted or taped for proper identification.
5. Drawings of proposed buildings, including out buildings, identifying the type of exterior finish or color proposed for the building(s).
6. Identify Whatcom County permits for the following, as applicable:
   Septic permit #: (See Septic Permit) Building permit copy: _____
   Mobile/modular year manufactured: _____
7. Proposed schedule: start date:_____ completion date: _____
8. I, owner of the referenced lot, certify that I have reviewed the Mt. Baker Rim Community Club governing documents (bylaws and covenants), and have read, understand, and accept those sections applicable to lot development and/or construction requirements. My signature below attests my understanding of this requirement, and the related requirements specified in the governing documents.

   Signed:_____ Date: _____
   Lot Owner

   Signed:_____ Date: _____
   (Property Standards Director) (Inspection Date)

   (A copy of this completed form will be given to the lot owner or their designated representative, and the original will be placed in the owner's file in the MBRCC office when two signatures appear on the lines immediately preceding.)

Signed:_____ Date: _____
(Property Standards Director) (Approval Date)

The presence of two signatures on this permit constitutes MBRCC Board of Directors final approval to begin lot development for construction of a dwelling unit. Lot development and dwelling unit construction must be completed as stated in Section 1.4 of the Minimum Property Standards document. The original of this permit will be placed in the MBRCC office files for the applicable lot. A copy of the permit will be given to the owner. A third bright color copy of this permit will be posted in a conspicuous place on the construction site where it is to remain for the duration of construction. Construction activity may not begin until such time as this permit is posted on the lot.

APPENDIX C
MT. BAKER RIM COMMUNITY CLUB

P.O. Box 5074 – Glacier, WA 98244
Phone: 360.599.2946 FAX: 360.599.3313 Email: office@mtbakerrim.com

Resolution 2006-01

MBR Construction Damage Deposit – For Community Property

1. Prior to the issuance of a MBR On-Site Sewage System Approval Permit or General Building Permit, a security deposit in the amount of $2,000 (certified check or money order) will be required from the property owner (not the builder or contractor). This deposit will be held in escrow until the permitted work is completed. This deposit is intended to reimburse MBR for repair costs in the event community property is damaged or destroyed as a result of the aforementioned construction activity. If there is no damage (or the damage is corrected by the property owner), then the deposit will be refunded in its entirety at project completion.
2. It is intended that digital photographs of the community property in front of and adjacent to the subject property will be taken by the MBR Caretaker prior to the commencement of work and placed in the Owner's property folder. Photos will be taken again at the completion of the project, and then compared to the original photos. The deposit will be refunded if no visible signs of damage are detected. In addition, other common areas are also subject to the deposit, such as intersections corners, MBR signs, the dumpster area, the front and rear entrance and other such areas. If these areas become damaged due to construction activity by the Owner or Owner's contractors, and this damage is witnessed or documented by the Caretaker, then the deposit may be used to help offset the repair costs.
3. The Property Standards Director will inform the Caretaker of upcoming permits to be issued (and deposits received) so that the Caretaker can schedule the photos. If any Owner disagrees with the findings as determined by the aforementioned photos, then they may present their case in writing to the Board for review and comment.
4. This deposit shall be placed by owner-members on each and every private lot that is separately approved for development and construction by the Board of Directors of MBRCC.

_____ _____

Signature Date

The damage deposit will be returned subject to:
1. Occupancy Permit issued by Whatcom County, and
2. Inspection of common property completed by MBR Board

Construction Checklist

(Approved 5/17/13) (Amended 9/15/17)

Before you begin a construction project at MBR, please read this carefully

- **Whatcom County (WC) and MBR rules apply to all construction projects (except some remodels, deck or fence work).**
- **MBR requires placement of crushed rock (not pea gravel) on driveways at the beginning of any construction project; the crushed rock must extend from the MBR road edge to your property line or beyond. This is to prevent mud from tracking onto MBR roads.**

MBR CONSTRUCTION CHECKLIST: SEPTIC, HOUSE & REMODEL The following items must be submitted as a single complete packet to the MBR Office.			
NEW SEPTIC CONSTRUCTION	**NEW HOUSE CONSTRUCTION**	**NEW HOUSE & SEPTIC CONSTRUCTION**	**REMODEL**
	WC Building Permit	WC Building Permit	WC Building Permit
	A signed MBR Building Permit	A signed MBR Building Permit	A signed MBR Building Permit
	Valid WC On-Site Septic System Permit	Valid WC On-Site Septic System Permit	
WC DoH On-Site Septic Permit Application		WC DoH On-Site Septic Permit Application	
WC Land Disturbance Permit (if applicable)	WC Land Disturbance Permit (if applicable)	WC Land Disturbance Permit (if applicable)	WC Land Disturbance Permit (if applicable)
A signed MBR On-Site Sewage Approval Permit		A signed MBR On-Site Sewage Approval Permit	
Current Survey	Current Survey	Current Survey	Current Survey (if footprint is changing or site altered)
Applicable Site plan (same as submitted to county): location of proposed structure(s) and septic field construction (to scale); include map locating trees (over 9" in diameter, as measured 5 ft. above the ground) to be cut and removed	Applicable Site plan (same as submitted to county): location of proposed structure(s) and septic field construction (to scale); include map locating trees (over 9" in diameter, as measured 5 ft. above the ground) to be cut and removed	Applicable Site plan (same as submitted to county): location of proposed structure(s) and septic field construction (to scale); include map locating trees (over 9" in diameter, as measured 5 ft. above the ground) to be cut and removed	Applicable Site plan (same as submitted to county): location of proposed structure(s) and septic field construction (to scale); include map locating trees (over 9" in diameter, as measured 5 ft. above the ground) to be cut and removed
Scale Drawings of Septic System		Scale Drawings of Septic System	
	Drawings of all proposed structures, exterior type/color	Drawings of all proposed structures, exterior type/color	Drawings of all proposed structures, exterior type/color
	Timeline and Schedule for Completion in 12-Months from Foundation Pour	Timeline and Schedule for Completion in 12-Months from Foundation Pour	
$2K Damage Deposit (Certified Check or Money Order) and a signed MBR Construction Damage Deposit Form	$2K Damage Deposit (Certified Check or Money Order) and a signed MBR Construction Damage Deposit Form	$2K Damage Deposit (Certified Check or Money Order) and a signed MBR Construction Damage Deposit Form	$2K Damage Deposit (Certified Check or Money Order) and a signed MBR Construction Damage Deposit Form

CHECKLIST FOR ACCESSORY BUILDING CONSTRUCTION:

Whatcom County typically does not require a building permit if an accessory building is less than 200 square feet. However, it is up to the Member to confirm this and conform to all Whatcom County and MBR requirements.

1. If accessory building is smaller than 200 square feet, no building permits are needed. However, check with Property Standards Director about accessory building for:
    a. setback verification;
    b. possible need for lot survey; and
    c. drawings of proposed deck structures, exterior type/color.
2. If the accessory building is larger than 200 square feet or a Whatcom County building permit is required, all requirements for New Construction Projects are required by MBR.
3. In compliance with Whatcom County requirements, a minimum of 10' clearance from any other structure is required. An 18" eave is allowed, making the minimum clearance of 7' required from any other roof.

CHECKLIST FOR NEW DECK:

1. No permit is necessary from Mt. Baker Rim, but may be required by Whatcom County.
2. Check with Property Standards Director about:
    a. setback verification;
    b. possible need for lot survey; and
    c. drawings of proposed deck structures, exterior type/color.

CHECKLIST FOR FENCE:

1. Fence height and design considerations must conform to Whatcom County building codes. (Whatcom County restricts fences in the front to 4 (four) feet.)
2. Prepare description of work and submit to Property Standards Director.
3. A lot survey might be required; check with Property Standards Director.
4. Begin construction after approval of Property Standards Director.

IMPORTANT CONSIDERATIONS:

1. **POST PINK COPY OF MBR BUILDING PERMIT-** Upon approval of your MBR Building or Septic System Permit, the MBR Caretaker will post a Pink Copy of the Permit on your property. Please ensure the Permit stays in place until your project is completed.

2. **FINAL OCCUPANCY PERMIT-** Upon completion of your new construction or remodel, please send a copy of your Whatcom County Final Occupancy Permit to the MBR Office.

3. **RETURN OF DAMAGE DEPOSIT**
    a. **Building**
    Upon completion of the exterior of your new construction or remodel, please notify the MBR Office. A Board member and MBR Caretaker will inspect the MBR property adjacent to your project. If no damage has occurred, and no further heavy construction is to occur, your entire damage deposit will be returned by the MBR accountant. The first $2,000 of costs to repair damage resulting from construction will be netted against the $2,000 construction deposit.

    b. **On-Site Septic System**
    Upon receipt of a copy of your valid WC On-Site Septic System Permit following installation of an on-site septic system or a signed letter declaring cessation of activities to install an on-site septic system**,** a MBR Board member and the MBR Caretaker will inspect the MBR property adjacent to your project. If no damage has occurred, and no further heavy construction is to occur, your entire damage deposit will be returned by the MBR accountant. The first $2,000 of costs to repair damage resulting from construction will be netted against the $2,000 construction deposit.

Mount Baker Rim
Community Club

RULES & REGULATIONS

Approved 2021

Welcome to Mt. Baker Rim Community Club! These rules and regulations are designed as a helpful guide. They are based on the community governing documents- the bylaws, protective restrictions, minimum property standards, board resolutions, and derivative documents. It is the owner's responsibility to be aware of all rules and restrictions, which are not limited to the rules on this document. It is an owner's responsibility to inform their guests and renters of MBRCC's rules and restrictions. MBRCC's governing documents are available in the MBR office, during regular office hours or from our website: www.mtbakerrim.com. The MBR community is subject to WA State and Whatcom County rules and ordinances. Fine schedule is in place for noncompliance of Rules & Regulations.

1. GENERAL REGULATIONS

- Members are required to know all Community Club rules and advise family members, guests and tenants.
- No discharging of firearms.
- Fireworks are not allowed.
- Feeding wildlife is not allowed. WA State law ESHB 1885 makes it unlawful to feed wildlife which includes bears, cougars, coyotes, deer, elk and raccoons.
- Signs are not allowed with the exception of name and address. Signs may not be posted on MBRCC property
- Members and/or their guests shall not trespass on another member's property.

USE OF COMMUNITY PROPERTY AND ROADWAYS

- The maximum speed limit is 15 MPH.
- No parking on the paved roadway or curbside. All vehicles must be parked in members driveways.
- All motor vehicles operated within MBR must meet Washington State requirements for licensing, insurance, and other driver qualifications.
- No, electric or powered vehicles or conveyances of any nature may be operated on any MBR roads or property.

- No breaking or running the entry gate: Running' the gate usually involves a vehicle intentionally bypassing gate security by tailgating another vehicle through the gate before it closes. 'Running' the gate also involves driving 'in' the 'exit' side of the gate. Any intentional act to bypass gate security resulting in damage or malfunction of the gate constitutes breaking the gate.

- The Community Garbage Compactor is for household garbage. This does not include any size furniture or appliances, yard debris, large cardboard boxes (recyclables), rugs or carpets.

- Dogs must be on a leash when off owner's property. Bylaw provisions on Animal Control must be followed. : This includes pets not on leash, wandering off owner's private property, or behaving in a threatening manner to others. All dogs must be on a leash at all times while on MBR property.*

  *The only exception to this rule is in the grassy field behind the clubhouse where dogs may be off leash as long as the owner or person responsible for the dog is present, and the dog is not acting in a threatening manner to other people or animals. Owner or responsible person is still required to clean up after their pet which includes properly disposing of pooh bags.

  Dogs must be kept out of the playground area!

- Threatening behavior by dogs or incessant barking is not permitted. (Rules and regulations regarding dogs are strictly enforced.)

- Owners must pick up dog poop in MBRCC. All poop must be picked up and properly disposed of in appropriate trash can, or garbage compactor.

- Misuse of tennis courts: Tennis courts are for tennis only! Misuse such as skateboarding etc can damage our courts.

- Short Term Renters are not allowed to use community club facilities. Only Club members, the immediate family, and their non-paying guests are allowed to use the tennis courts, swimming pool, sauna and clubhouse, Wi-Fi access, etc.

NOISE AND DISTURBING THE PEACE

- No excessive or intrusive noise as outlined below.

  Excessive Noise is not permitted if it prevents a property owner from being able to peacefully enjoy their property.

  Intrusive Noise generated by MBRCC Permitted activities (e.g., construction with an approved and signed MBRCC permit), as outlined in the Guidelines for Minimum Property Standards, is acceptable during Allowed Times, as defined below.

  Intrusive Noise generated by MBRCC employees, their agents, or vendors engaged in MBRCC authorized maintenance, construction, or development is acceptable during Allowed Times, as defined below, and may also be acceptable outside of Allowed Times as deemed necessary by MBRCC Board or Staff.

All other Intrusive Noise that prevents property owners from being able to peacefully enjoy their property is Unacceptable Intrusive Noise and is not allowed.

Allowed Times for the use of equipment: Weekdays: Between 8 AM and 5 PM (08:00 and 17:00) Pacific Time. Weekends, U.S. and Canadian Holidays: Between 9 AM and 5 PM (09:00 and 17:00) Pacific Time.

Drone Use in Mt Baker Rim follows along with the Washington state laws. Additionally- any intrusive drone use such as hovering over neighboring properties, or making anyone feel like their privacy is being invaded or that their safety is a risk will be considered a violation.

BURNING AND BURN BAN RESTRICTIONS

- No burning of any kind is permitted during a 'Burn Ban' period as denoted by Whatcom County. MBRCC prohibits the use of charcoal BBQs as well during any 'Burn Ban'. The Whatcom County Burn Ban phone number is 360-676-6934.

  All fires in Mt. Baker Rim are required to be attended by an adult 18 years old or older at all times until fully extinguished with water. Also a charged water hose must be on hand next to the fire, and a county burning permit must be obtained where required. Any burning that is felt by the MBR board of directors to be unsafe will elicit a fine. Additionally we do not allow the burning of stumps. Whatcom County air pollution regulations prohibit burning any of the following: garbage, dead animals, asphalt, petroleum products, paints, rubber products, plastics, paper (other than enough to start a fire), cardboard, treated wood, construction or demolition debris (including untreated milled lumber), metal, or any substance other than natural vegetation."

- No improper or unsafe use of power equipment or discarding any smoking or burning material that could result in a fire or smoldering condition that could lead to a fire.

PROPERTY MAINTENANCE AND TREE REMOVAL

PROPERTY DEVELOPMENT/ CLEARING - ***Refer to Minimum Property Standards.***

- Permission is required from the Board before beginning any clearing or construction activity on a lot.

- No cutting of trees over 9 inches in diameter (as measured 5 feet from the ground) is allowed without written permission of the Property Standards director. Any tree requested by a member to be cut down on MBRCC owned property must be approved by the board of directors.

- No RV's or travel trailers may be brought into MBR for temporary use on a residential lot without notification and approval by the Board.

- Nothing may be stored or allowed to accumulate outside on a private residential lot, including boats, cars, trucks, trailers.

  Exceptions are made for the following: Seasonal sports vehicles and vessels on or off of a utility trailer may be parked upon a MBR lot as follows:

Snowmobiles allowed from November 1st to April 30th (See Minimum Property Standards for off-season restrictions.)

Boats under 17-feet are allowed on a trailer from April 1st to October 31st. (See Minimum Property Standards for off-season restrictions.)

ATVs are allowed for no longer than 7 days without Board or Caretaker approval. (See Minimum Property Standards for longer storage options.)

Motorcycles: Street-legal cycles may be parked year-round on owner's lot.

Motorbikes: Unlicensed dirt bikes, or motorized cycles that are not WA State street legal may be parked year-round on owner's lot, but may NOT be driven on any MBR roads or property.

RENTING IN MBRCC

- Only one rental house is allowed per member . "Member" for purposes of this rule also includes corporations and LLC's. If a person owns multiple homes in MBR, they are only allowed to rent out one of those homes. This includes if someone owns one home, and co owns another home, or has their name on more than one homes title. Only one of those can be rented. It also applies to a husband and wife each putting a separate home in just their name. In that case only one of the homes may be rented.

- A complete MBRCC Rental (tenant) form must be filled out by the owner or property manager prior to the renter's occupancy and must be complete and accurate.

- You must own your residence for one year before renting. If an owner who lives in their MBR home full time has a serious and severe medical hardship reason for the need of the rental, such as a death in the immediate family, or a family on hospice far away that require them to move and they would be using a long term renter ONLY , and prior to doing so asks the board's permission- it could be up to the discretion of the board to decide that the fine may just be charged once in that particular case. This does not apply to any financial hardship such as " I paid a lot of money for this house and did not realize I couldn't rent it for one year."

- Filing an incomplete or inaccurate Renter (Tenant) Registration form shall result in a fine or fines as decided by the Board of Directors. This applies to the rental of owner properties for which owners (or property managers) fail to file a completed or signed registration form or file a form with inaccurate information prior to the first date of occupancy. The first infraction will elicit a warning and/or a fine.

- No Advertising Short Term Renter Use of Clubhouse & Pool: Short term Renters (anyone staying less than one year and without a one year minimum written lease shown to MBR) are not allowed to use MBR Pool, Clubhouse, or any other member only amenities; therefore, these privileges may not be advertised within rental listings, verbally, or in writing.

- Short-Term Renters may not use member only amenities. All Mt. Baker Rim facilities are for use

by owners only. The only exception to this rule is the dumpster and recycling facility, which can be used by both long term and short-term renters for household garbage during their stay.

– No owner may provide a “Short Term Renter” a Gate Card that Has Access to MBR Owner Only Facilities: You must inform MBR which gate cards will be given to short term renters (anyone staying less than one year and without a one year minimum written lease shown to MBR) so they can remove access to owner facilities. Allowing any short term renter to have access to any card that has owner facility access is not allowed. This includes but is not limited to leaving the gate card at your home or other areas where a short term renter may be able to access and use it. All gate cards given to short term renters must be registered with the office as guest cards, and will only have access to enter the front gate.

SCHEDULE OF FINES (2021)

Note: As per the MBR Bylaws, the maximum fine allowable is equal to the current year membership dues per violation .

This summary of fines is based on authority delegated to the MBR Board in the community Covenants and Bylaws. Subsequent infractions for most of these fines will be double the first infraction amount if occurring within 12 calendar months. Under some circumstances the Board may find it necessary to impose a 'per day fine' for certain violations.

1. **Breaking or 'running' the entry gate** 'YOU MAY GET UP TO A $50 FINE REDUCTION FOR A TIMELY NOTIFICATION TO THE OFFICE AND VIOLATIONS DIRECTOR.

1st - $200 2nd - $400 3rd - $600 4th – Maximum allowable fine

2. **Excessive noise**

1st - $100 2nd - $200 3rd - $400 4th – Maximum allowable fine

3. **Intrusive Noise**

1st - $100 2nd - $200 3rd - $400 4th – Maximum allowable fine

4. **Fireworks not allowed**

1st - $100 2nd - $200 3rd - $400 4th – Maximum allowable fine

5. **Unkempt properties & buildings** - Owner will receive written notice with 30 days to clean up, after that a fine of $50 per day will be assessed.

6. **Unsafe driving**

1st - $50 2nd - $100 3rd - $200

7. **Renting out your residence before one year**

1st Maximum allowable fine

If it is a long term renter then the maximum allowable fine will be assessed every 15 days until the renter is gone. For short term renters the fine will be assessed for every rental occasion

8. **Failure to file Renter (Tenant) Registration form**

1st - $150 2nd - $300 3rd - $675 4th – Maximum allowable fine

9. **Filing an incomplete or inaccurate Renter (Tenant) Registration form**

1st - $25 2nd - $50 3rd - $100 4th – $200

10. **Violations of community facilities** - This includes failure to follow the posted rules of the swimming pool, club house, roads, tennis courts, playgrounds, sauna, horseshoe pits, etc.

$50 minimum, up to max allowable fine depending on severity of issue

11. **Uncontrolled pets. -Dogs Must be on Leash**

1st - $100 2nd - $200 3rd - $400 4th – Maximum allowable fine

Attacking or biting incident: Immediate maximum allowable fine

12. **Vandalism of community property** - Included in this category is defacing or destruction of road signs, breaking windows in buildings, spray painting graffiti, and damaging of contents of clubhouse, swimming pool, or tennis courts.

Accidental/ Cost of repairs/ replacement/ labor **Intentional**/ Max allowable fine, and card access shut off to MBR facilities for one year

13. **Temporary parking or storing** of trailers, equipment, or vehicles on community streets/***MBR*** property, for any purpose or parking on community property, without prior written MBR Board approval, and parking permit.

1st - $100 per day

14. **Dumping unauthorized garbage** - A fine will be levied based on volume & type of garbage and or yard debris as determined by the MBRCC Board of Directors.

$300 minimum up to the maximum fine allowable

15. **Clearing lot and/or beginning construction** without obtaining a 'General Building Permit 'from MBR and written approval.

$300 minimum up to the maximum fine allowable

Fine will be assessed daily if construction does not cease or clearing continues.

16. **Not completing exterior of new construction within 12 months of beginning new construction, and/or not finishing landscaping within 24 months of beginning new construction.**

Uncompleted ext. const. Up to maximum fine allowable/and a per day fine starting at $25

Uncompleted landscaping Up to maximum fine allowable/and a per day fine starting at $25

17. **Outdoor burning during a burn ban**. MBR covenants do not permit any outdoor fires during a burn ban; the infraction will elicit a fine.

1st - $500 or up to the maximum fine allowable

18. **Misuse of MBR gate card**. This includes giving a card that has facility access to a contractor, or local friend who does not rent in MBR long term (one year or more with written proof) from you, as well as failure to switch an owner gate card to a renter card. This may result in the cancellation of the card.

1st - $300 2nd - $600 and clubhouse access on all cards to this Property owners name and/or addresses willbe shut off

3rd Any additional infractions will be the maximum allowable MBR fine

19. **Miscellaneous violations**. This includes any violations or infractions not covered in this document but are not permitted as set forth by the governing rules of our By-laws, protective restrictions, and/or covenants.

Fines varied due to circumstances Minimum $50/Maximum fine allowable

20. **Improper or unsafe use of power equipment or discarding any smoking material that could result in a fire or smoldering condition that could lead to a fire**. This applies at all times of the year,- not just during burn bans, and also to failing to follow the counties outdoor burning safety precautions.

Any fire or smoldering hazard that results from the unsafe or improper use of power equipment or smoking material will be fined $500 or up to max.

21. **Cutting of trees over 9 inches** in diameter (as measured 5 feet above ground) without written permission of the Property Standards director. Fines incurred are per tree even if several trees are cut all at the same time.

1st tree - $150 2nd tree - $300 3rd and up tree(s) all Maximum allowable fine per each tree

22. **Advertising Short Term Renter Use of Clubhouse & Pool**

1st - $300 2nd - $600 - and clubhouse access on all cards to this Property owners name and/or addresses will be shut off

3rd Any additional infractions will be the maximum allowable MBR fine

23. **Short Term Renters Using Member Only Amenities**

1st - $300 2nd - $600 - and clubhouse access on all cards to this Property owners name and/or addresses will be shut off

3rd Any additional infractions will be the maximum allowable MBR fine

24. **Giving "Short Term Renter" a Gate Card That Has Access to MBR Owner Only Facilities**

1st - $100 2nd - $600 - and clubhouse access on all cards to this Property owners name and/or addresses will be shut off

3rd Any additional infractions will be the maximum allowable MBR fine

25. **Failure to pick up or properly dispose of Dog Poop**

1st - $50 2nd - $100 3rd - $200 4th - $400 5th – Maximum allowable fine

26. **No Parking on Roads or Other's Driveways**

1st - $50 2nd - $100 3rd - $200 4th - $400 5th – Maximum allowable fine

27. **Only One Rental Property Allowed Per Owner** - In the case of adding a second rental home as a short term rental, these fines would apply to every time it is rented. In the case of a long term rental, these fines would be incurred every 15 days until the renter is removed.

1st - $100 2nd - $600 - and clubhouse access on all cards to this Property owners name and/or addresses will be shut off 3rd - $400

3rd Any additional infractions will be the maximum allowable MBR fine

28. **Misuse of tennis courts**

1st - $50 2nd - $100 3rd - $200 4th – Maximum allowable fine

29. **Intrusive or unsafe drone use**

If a warning is given and there is no cooperation in this regard it will result in a fine.

1st - $100 2nd - $200 3rd - $400 4th – Maximum allowable fine

30. **Unattended fires and unsafe burning**

UP TO MAXIMUM ALLOWABLE FINE

31. **Sign Violations**

1st - $100 2nd - $200 3rd - $400 4th – Maximum allowable fine

Mount Baker Rim
Community Club

Mount Baker Rim Community Tree Removal Policy

Managing hazardous and other trees
within the Mount Baker Rim community
LAST UPDATED: July 10, 2020

Mount Baker Rim
Community Club

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INTRODUCTION

The Mount Baker Rim community prides itself on being a community nestled in the Mount Baker National Forest wilderness at the foot of Mount Baker. As such, it is the desire of this community to minimize the unnecessary removal of trees while maintaining a safe environment for community members to enjoy the fullness of what this wilderness community has to offer.

The purpose of this whitepaper is to communicate the Mount Baker Rim's guidelines on hazardous tree identification and removal, and to provide an easy-to-follow process for the removal of trees that pose an impediment to construction while at the same time maintaining the wooded feel that makes this community so special.

For the purpose of this document, the term "tree" is in reference to "significant tree" as defined by the Mount Baker Rim Community Club's bylaws, rules, and regulations. A "significant tree" is a tree with a diameter of 9" (nine inches) or more as measured 5' (five feet) from the base where the tree's trunk meets the soil.

Trees that do not meet the criteria of "significant tree" are exempt from this policy.

For questions pertaining to this whitepaper and to the Mount Baker Rim Community Club's guidelines for nuisance and hazardous tree removal, please contact the Property Standards Director.

NOTE: Properties that fall within 200' of Glacier Creek may be subject to rules pertaining to "Shorelines of Statewide Significance". Members with properties along Glacier Rim Drive are requested to please contact the Whatcom County Department of Natural Resources for the appropriate permits BEFORE disturbing ANY vegetation to ensure that they comply with all Whatcom County and Washington State rules and members shall provide the appropriate permits before requesting tree removal.

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HAZARDOUS TREES

The United States Department of Agriculture and Forest Service define a Hazardous Tree as follows:

" … a tree is considered potentially hazardous if:

it has defects which predispose all or part of the tree to failure, ***and***

it is located so that the failure poses a threat to people or property."[1]

The USDA continues to state:

"Hazard increases with four factors:

A. Potential for tree failure

B. Potential for striking a target

C. Potential for serious damage of the target

D. Value of target."

The Mount Baker Rim Community Club and its board of directors have decided to assume the USDA's guidelines on how to quantify the hazard of a tree in order to simplify the assessment of hazardous trees in the Mount Baker Rim community.

Hazardous Tree Identification

This section outlines the identification of hazardous trees as per the USDA's rating system and is divided into four sections:

1) Determining the potential for tree failure
2) Determining the potential for a tree striking a target
3) Determining the potential for serious damage to the target
4) Assessing the value of the target

Potential for Tree Failure

Effectively, the critical factor in assessing the potential for tree failure according to the USDA is to assess whether the tree has defects in the "Failure Zone" – this is the zone extending from four feet above the ground to the first living branch.

[1] REFERENCE: Hazard Trees in Alaska – A Guide to the Identification and Management of Hazard Trees in Alaska - 2009

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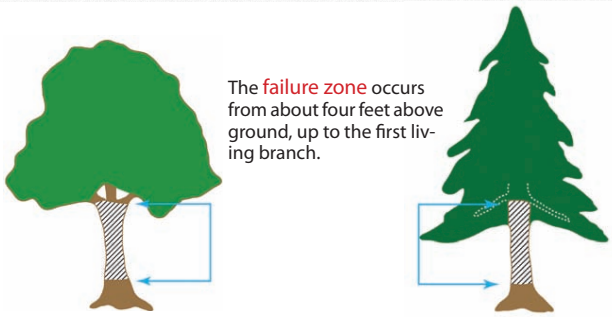

Figure 1: Tree Failure Zone[2]

Trees found by an arborist to have **major defects** in this critical area are considered to be prone to failure and should be considered for removal.

Potential for Striking a Target

The potential for trees falling on a target is effectively determined by the height of the tree and the distance to the target in question. If the target in question is FARTHER than the height of the tree, then the tree does not pose a threat EVEN IF the tree is otherwise prone to failure.

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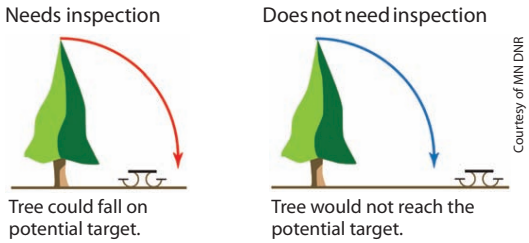

Figure 2: Tree to Target Distance[3]

Potential for Serious Damage

Any tree of a certain size (e.g. with a trunk diameter of greater than 9" as measured 5 feet from the soil) is considered to be a "significant tree" by the Mount Baker Rim Community. Significant trees are subject to scrutiny prior to removal. These trees may also have large branches or drop other debris that may be considered hazardous, however, this is not part of the hazardous tree assessment.

[2] Source: Hazardous Trees in Alaska – USA 2009
[3] Source: Hazardous Trees in Alaska – USA 2009

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Value of the Target

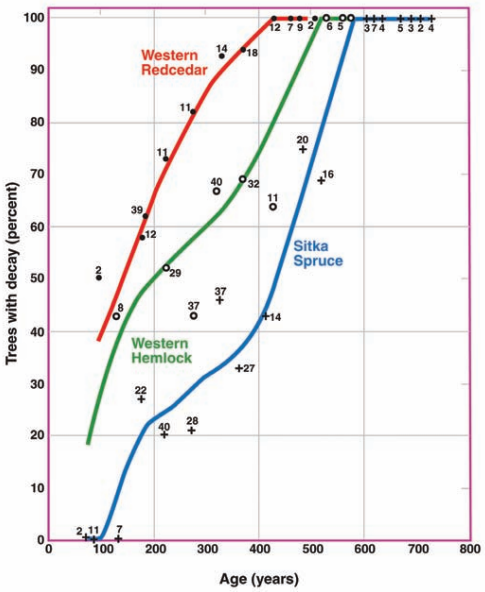
For the purpose of this document and the policy it represents, any human life, dwelling or permanent structure (garages, carports, etc.) for which building permits were required are considered high value targets and should be considered when evaluating trees.

Other Factors

Other factors to consider, according to the USDA are:

- Site factors
- Tree age and size
- Trees species

In particular, the USDA sites exposure to wind, soil conditions, slope, and history of tree failure in its site factors. Such factors should be considered by an arborist prior to tree removal. Furthermore, large trees present a more significant hazard than small trees. Heart rot is highly associated with tree age and should be considered.



Relationship of tree age to the percent of trees with decay. (Graph modified from Kimmey 1956.)

Figure 3: Tree Age vs. % Chance of Decay[4]

Certain tree species are also more prone to damage, decay, etc. For more information on the tree species most prone to decay and failure, please read the Hazard Trees in Alaska – USDA.pdf

[4] Source: Hazardous Trees in Alaska – USA 2009

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Mount Baker Rim Hazard Assessment

In order for a tree to be deemed "Hazardous" by the Mount Baker Rim Community's Property Standards Director, it must be deemed hazardous by a trained ***ISA certified arborist***.

The arborist must provide justification to demonstrate that the tree meets the guidelines proposed by the USDA in the Hazardous Trees in Alaska – USDA.pdf (2009) and/or the appropriate ISA TRAQ guidelines.

A form is included in this document and is provided in Appendix A for reference.

OTHER / NUISANCE TREES

The Mount Baker Rim Community has determined that unless ***significant*** trees (e.g. trees with a trunk diameter of greater than 9" as measured 5 feet from the soil) present a threat to life, property, or pose a significant impediment to approved construction in the Mount Baker Rim, they shall not be removed. Exceptions may be made on a case-by-case basis if sufficient justification is provided to the Mount Baker Rim board, however, such cases must be presented in-person at a board meeting and approved by majority consensus of the board members present at the meeting in question.

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Mount Baker Rim
Community Club

HAZARDOUS TREE INSPECTION FORM

MBR Site Address:

_____

MBR Member Name:

_____

MBR Inspector Name(s):

_____

_____

_____

Date of Inspection:

_____

Remarks:

_____

_____

_____

_____

SITE MAP SHOWING LOCATION OF BUILDINGS & TREES

TREE #	TREE LOCATION	TREE SPECIES	TREE DEFECT(S)	HAZARD POTENIAL (H/M/L)	REMARKS OR NOTES	RECOMMENDED ACTION(S) (REMOVE, TOP, PRUNE, ETC.)	ACTION TAKEN (DATE)

APPROVED BY: _____ POSITION: _____

APPROVAL DATE: _____ LOCATION: _____

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Please:

✓ Keep our bears wild

✓ Keep our residents safe

Bears are *always* seeking food. Don't let them find yours! Please use this checklist to help maintain the natural beauty of the place you have come to enjoy.

- ☐ **Feed pets inside** — Pet food and pets can attract bears to your property. If you have to feed them outside, be sure to bring pet food indoors afterwards – especially at night.
- ☐ **Don't let bears access garbage** — Garbage kills bears. Please keep all garbage in air-tight bags, enclosed in a secure area or locked dumpster each evening.
- ☐ **Clean your BBQ after use** — Bar-b-que smells can entice bears as well as people! Burn off all food particles or wash your BBQ thoroughly immediately after use. Store it out of reach of bears.
- ☐ **Bring food and ice chests indoors** — Bears can smell a meal from a mile away. This includes wrapped foods in closed ice chests. Bring these attractants indoors.
- ☐ **Don't feed the birds** — Bird food like sunflower seeds and hummingbird mix are among the strongest bear attractants. Even food scraps for birds may draw bears in. Only feed the birds in winter when bears are not around.
- ☐ **Never approach or feed a bear** — Although seldom dangerous, they are wild animals and are unpredictable. Keep your distance!
- ☐ **Remain calm** — Bears are a natural and fascinating part of this ecosystem. They often pass through this area. If they find no food rewards, they will not stay. Enjoy seeing bears, but remember – keep your distance, and bring children and pets indoors.

Remember: A fed bear is a dead bear. Please don't let your actions cause the death of a bear

We're doing all we can to help protect this wild area and its inhabitants. We appreciate your help. Thank you!

Brought to you courtesy of the North Cascades Grizzly Bear Outreach Project (GBOP) Bear Smart Program.
For more information about black and grizzly bears of the Cascades, please go to: **www.bearinfo.org**

GARBAGE COMPACTOR & RECYCLING

Mt. Baker Rim purchased a new trash compactor in 2015

The Trash and Recycling area is located at the Clubhouse

The disposal area is fenced in to keep wildlife out and children safe. The Garbage Compactor has its own access door with a code to open the door. Instructions are posted at the compactor.

The area is under video surveillance. WARNING: Never climb on, in or around the compactor. Adults should supervise children in the disposal area.

What trash can I put into the Compactor?

The Mt. Baker Rim Trash Compactor is for HOUSEHOLD TRASH only. If you would not put it into your garbage can at home, it cannot go into the compactor. Please use one of the local services or disposal sites for large items. Trash must be securely bagged prior to putting it into the compactor.

Here is a list of items NOT ALLOWED in our waste disposal area:

NO Toxic or combustible materials.
NO auto batteries, oil, tires or petroleum products.
NO furniture, large appliances or construction debris.
NO yard waste.

Please help keep the MBR Waste Disposal area clean and tidy.

Never leave anything on the ground. You may be fined for littering. If you are having trouble with the compactor, call Allison, the Caretaker in the office, or find Kenny, our Assistant Caretaker for assistance. Items that you want to give away are not to be left in the waste disposal area. Using the website Nextdoor is an excellent way to let neighbors know you have items to give away.

RECYCLING – EVERY OTHER THURSDAY

Please sort your recyclables into these THREE categories: Newspaper, Paper and Glass/Plastic/Aluminum. Items for collection should be clean of food waste. This is required by the disposal collection companies and prevents the MBR disposal area from attracting wildlife. Any food soiled paper items belong in the TRASH, not recycling. Please flatten your cardboard before recycling.

Private Curb-Side is available

In addition to the recycling receptacles at the clubhouse, you can also order your own curbside recycling service. Call: Sanitary Service Co. Inc. at 360-734-3490 to sign up for this service.

COMPUTER AND ELECTRONIC RECYCLING

Electronics

Address: 2422 E. Bakerview Rd.
Phone: 360-734-1235
Email: greg@relectronics.org
Website: www.relectronics.org
Hours: Tuesday - Friday 10 – 5
Saturday 10 – 2
Please check the website for items accepted and costs related.

Sanitary Service Company

Address: 21 Bellwether Way #404
Phone: 360-734-3490
Email: ssc@ssc-inc.com
Website: www.ssc-inc.com
Hours: Monday – Friday 8 – 5
Accepts: Junk, appliances, furniture, electronics, yard waste, remodeling debris, etc.
Delivery: You call, they haul
Cost: Low prices, no minimum charge

Safe and Easy Recycling

Address: 3863 Hannegan Road, Suite 102 Bellingham
1732 Front St. Lynden
Phone: 360-715-3279 Bham 360-656-5692 Lynden
Email: info@safeandeas.net
Website: www.safeandeasyrecycling.com
Hours: Monday – Friday 10 – 6
Saturday 10 – 2
Please check the website for items accepted and costs related.

SCRAP METAL RECYCLING

Alrite Recycling

Address: 1900 Racine St.
Phone: 360-734-3034
Email: cmcconnell@alriterecycling.com
Website: www.alriterecycling.com
Hours: Sunday – Saturday 9-5

APPLIANCE PICK-UP AND RECYCLING

Appliance Recycling Outlet

Address: 10105 Airport Way, Snohomish
Phone: 800-414-5072
Email: appliancerecycling@yahoo.com
Website:
Hours: Monday – Friday 8-6
Saturday 8-5 Sunday 10-5
Please call to schedule pick up or drop off of appliances.

Z Recyclers Inc.

Address: 6129 Guide Meridian, Lynden
Phone: 360-398-2161
Email: zrecyclers@verizon.net
Website: www.zrecyclers.com
Hours: Monday – Friday 8-4:30
Accepts: All forms of steel, sheet metal, aluminum, aluminum cans, machinery, auto bodies, household appliances, copper, brass, stainless
Delivery: Please drop off items
Cost: Z Recyclers pays customer by weight

HAZARDOUS WASTE

Hazardous Household Waste Disposal

Address: 3505 Airport Drive, Bellingham
Phone: 360-380-4640
Email:
Website: http://www.co.whatcom.wa.us/publicworks/
Hours: Monday – Friday 9 – 4
Accepts: Will take waste such as car batteries, oil-based paint, used motor oil, used coolant, etc.
Delivery: Please drop off items
Cost: No charge for homeowner waste up to 55 gal.
Charge for business waste; call for quote

Mount Baker Rim
Community Club

Return to:
P.O. Box 5074
Glacier, WA 98244-5074
Phone (360) 599-2946
Fax (360) 599-3313
E office@mtbakerrim.com

Contact and Office Billing Information

Owner Name(s) _____

MBR Address/Lot #_____Completed by_____Date _____

Billing Address _____

City_____ State/ Prov. _____ Zip/ Postal Code _____

The above information is required by RWC 64.38.046, and will appear on a MBR "Members List" available to other MBR Members only. **Unlisted phone numbers will not be available and are for MBR Staff and Office use only**.

The following information is for MBR Staff and Officer's use. It is used to contact you in the event of an emergency, billing and announcements of interest to MBR Members. Mt. Baker Rim Community Club does not sell, share or disclose Member information beyond what is required in RWC 64.38.045.

Phone #1_____ **Unlisted number?** Yes (Do not give my phone number to anyone.)

Phone #2_____ **Unlisted number?** Yes (Do not give my phone number to anyone.)

Email of Record (List ONE only; this is used for VOTING):_____

Additional Emails (subscription list for announcements of interest):_____

_____

Gate Cards: This greatly helps Mt. Baker Rim security to periodically shut off all unaccounted for or lost gate cards: Please help us by listing the gate cards you have and use.

1_____ 2 _____

3_____ 4 _____

Additional cards:

Additional (18+) Family Members/Occupants other than legal owner: _____

Emergency Contact:_____Phone:_____