



# Black Butte Ranch Association Rules and Regulations

**Amended and Restated  
As Approved by the Board of Directors  
September 22, 2023**

## **FINAL RULE**

**Effective January 1, 2024**

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## **CHAPTER 1: ADMINISTRATIVE RULES**

### **1.1 DEFINITIONS**

1.1.1 The definitions contained in Section 1 of the Master Design will apply to these Rules and Regulations.

### **1.2 ADOPTION, AMENDMENT OR REPEAL**

1.2.1. The Association Board may adopt, amend, or repeal a rule or regulation contained or to be contained within these Rules and Regulations in accordance with the procedure set forth herein (see Section 1.3).

1.2.2 The adoption, amendment or repeal of a rule may also be proposed by a petition signed by 15 percent of the unit Owners which petition must then be submitted for a vote by all Owners. If the petition is approved by a majority of all Owners, the adoption, amendment or repeal of the rule will be approved by the Association Board at its next regular meeting, provided that the Association Board determines that there have been no irregularities in the vote and the adoption, amendment or repeal of the rule will become effective thirty (30) days thereafter unless otherwise provided from within the petition.

### **1.3 CHANGES OF RULES AND REGULATIONS/NOTICE**

1.3.1 Any change in the Rules and Regulations by action of the Association Board, whether by adoption of a new rule or by amendment or repeal of an existing rule, must be approved by a two-thirds vote of the directors of the Association present at a regular meeting of the Association Board. Any new rule(s) shall be considered to be temporary until the next regular meeting of the Association Board.

1.3.2 A notice setting forth the change in the Rules and Regulations as approved by the Association Board, together with an explanation of the change, will be provided to each Owner within a reasonable period of time after its adoption. The notice will invite Owners to comment on the temporary rule(s).

1.3.3 At the next regular meeting of the Association Board following the adoption of the temporary rule(s), the Association Board will give serious consideration to all of the comments received by owners and it shall make such additional changes in the temporary rule(s) as it may deem appropriate. Upon the approval of two-thirds of the directors of the Association present, the rule(s) shall become final and effective fifteen (15) days thereafter.

1.3.4 A notice of the final rule(s) together with an explanation of any additional changes will be provided to each owner within a reasonable period of time after its adoption.

### **1.4 PUBLICATION OF RULES**

1.4.1 A copy of the Black Butte Ranch Rules and Regulations and copies of any changes thereto will be kept on file at the Association's principle office.

### **1.5 ENFORCEMENT OF RULES AND REGULATIONS**

1.5.1 In accordance with the provisions of Section 3.2 of the Master Design each Unit Owner is deemed to have covenanted that he will abide by, and cause all those who come upon his premises to abide by these Rules and Regulations. A violation of a rule or regulation contained herein by a Unit Owner, lessee, or guest may be regarded by the Association as a breach of such covenant for which such Unit Owner may be liable for the payment of a fine or penalty to the Association. A failure by the Association to enforce any rule or regulation contained herein shall in no event be deemed a waiver of the right to do so thereafter.

1.5.2 Pursuant to Section 9.3 of the Master Design, any assessment, charge, or penalty levied or imposed on a Unit Owner, lessee, or guest of such Unit Owner, together with interest thereon, which remains unpaid when due will become a lien upon the property owned or occupied by such Unit Owner, lessee, or guest from whom such amount is due upon the filing of a notice of lien in accordance with the requirements set forth in said Section 9.3 of the Master Design.

1.5.3 Pursuant to Section 9.3 of the Master Design, any fine or penalty assessed to a Unit Owner, lessee, or guest of such Unit Owner which remains unpaid when due will become a lien upon the property owned or occupied by such Unit Owner, lessee, or guest from whom such amount is due upon the filing of a notice of lien in accordance with the requirements set forth in said Section 9.3 of the Master Design.

1.5.4 The General Manager or the General Manager's designee is responsible for promulgation and enforcement of the Black Butte Ranch Rules and Regulations.

1.5.5 All Black Butte Ranch employees shall abide by these Rules and Regulations. A violation of a rule or regulation contained herein by an employee may result in a citation, fine or reprimand. If a fine is levied the employee shall pay said fine within the pay period following date of levy. If a reprimand is issued, it will be dealt with as outlined in the "Disciplinary Process" in the Black Butte Ranch Employee Handbook.

1.5.6 Outside vendors entering the Ranch shall abide by these Rules and Regulations. A violation of a rule contained herein by a vendor may result in a citation and/or fine. Any citation and/or fine levied on a vendor must be resolved or paid prior to future access on the Ranch. Fine shall be paid through the Welcome Center.

## **1.6 CITATIONS, HEARINGS, AND APPEALS**

1.6.1 A majority of the Board of Directors of the Black Butte Ranch Association shall appoint a Review Panel to review the appeal of citations and hear other disputes to which there is a right to appeal under the Bylaws, Master Design, or these Rules and Regulations, other than lot certification appeals under Chapter 6 of these Rules and Regulations. The Review Panel shall hear appeals in accordance with the procedures outlined in this chapter. The Review Panel shall be comprised of three owners who are not presently serving on any Black Butte Ranch board or committee. The term of appointment shall be one year, with no limitation on reappointment. The Chairperson of the Board shall appoint one of the panel members as its chairperson.

1.6.2 Any citation issued by Black Butte Police Services for violations of the BBR Rules and Regulations, or a charge imposed due to alleged non-compliance with the Access

Policy, may be appealed to the Review Panel, provided the appeal is received, in writing, within fifteen (15) days of the citation or notice of charge date to:

Black Butte Ranch Review Panel  
P.O. Box 8000  
Black Butte Ranch, OR 97759

If no written notification of appeal is received within the specified time, the citation, fine, and/or charge shall stand as written and shall be due and payable in full (30) days from date of issuance of the citation or notice.

1.6.3 Appeals filed under section 1.6.2 shall be reviewed, considered, and acted upon by the Review Panel. The panel shall have the authority, in its complete discretion, to dismiss or adjust the fines. Review Panel rulings are final. The Review Panel shall meet monthly unless there are no pending appeals.

1.6.4 Immediately after the decision of the Review Panel, pursuant to section 1.6.3 above or after the expiration of time periods designated in section 1.6.2 above, if no action is taken by the person receiving the citation or notice in accordance with those sections then the amount of the fine designated in the citation shall become due and payable by the person so cited or notified. If that person is a property owner and the fine has not been satisfied within (30) days after that date, it shall constitute a lien against the property of the person so cited. Unpaid fines levied against guests of owners shall not constitute a lien against the property owner.

1.6.5 Citation appeals filed under section 1.6.2 shall be reviewed, considered, and acted upon by the Citation Review Panel. The panel shall have the authority, in its complete discretion, to dismiss or adjust the fines. Citation Review Panel rulings are final. The Citation Review Panel shall meet monthly unless there are no pending appeals.

1.6.6 Immediately after the decision of the Citation Review Panel, pursuant to section 1.6.3 above or after the expiration of time periods designated in section 1.6.2 above, if no action is taken by the person receiving the citation in accordance with those sections then the amount of the fine designated in the citation shall become due and payable by the person so cited. If that person is a property owner and the fine has not been satisfied within (30) days after that date, it shall constitute a lien against the property of the person so cited. Unpaid fines levied against guests of owners shall not constitute a lien against the property owner.

## **CHAPTER 2: RANCH ACCESS AND SECURITY**

### **2.1 ACCESS POLICY (see Addendum A – Access Policy)**

### **2.2 SECURITY**

2.2.1 Black Butte Ranch Police Department has full authority to enforce all Rules and Regulations contained herein.

### **2.3 DEVELOPMENT AND ADMINISTRATION OF RULES**

2.3.1 The General Manager of Black Butte Ranch shall develop an access policy statement. Procedures to carry out the intent of this policy shall include, but not be limited

to, the following subjects:

Access registration and collection of the access fee; Vehicle identification; Issuance of gate cards and gate codes; the placement and maintenance of access gates.

All such procedures and any changes thereto shall be approved by a two-thirds vote of the Association board. After such approval, those procedures will be incorporated into these rules and regulations by this reference. Notice of the procedures shall be given to Owners and guests in any manner deemed reasonable by the Association Board including, but not limited to, publication in the Ranch Report, direct mailing to the Owners, or by dissemination at the registration desk, or on Black Butte Ranch website.

### **CHAPTER 3: TRAFFIC & VEHICLE RULES**

#### **3.1 APPLICABLE OREGON LAW**

3.1.1 To the extent applicable, the rules of the road as designated in the Oregon Revised Statutes shall apply to the roadways on Black Butte Ranch and shall be enforced accordingly. Permission to use such roadways is revocable at any time.

#### **3.2 ENFORCEMENT**

3.2.1 The Black Butte Ranch Service District, Department of Police Services (“Police Services”) shall have full authority to enforce these rules.

3.2.2 All persons using the roadways at Black Butte Ranch do so at their own risk

#### **3.3 MOTORCYCLES AND ROLLER DEVICES**

3.3.1 The use of motorcycles, all-terrain vehicles (ATVs) or other similar motorized vehicles inside the security gates is strictly prohibited for property owners and guests at all times. An exception is granted for unique equipment, including ATVs and snowmobiles, used by Ranch staff in the course of their work for specific maintenance purposes.

3.3.2 The use of any type of skateboards are strictly prohibited at all times on Black Butte Ranch. This includes all electric skateboards, balance boards, and hover boards. All non-electric human powered roller devices are allowed if they are attached to the feet or are steered using handlebars and can be braked.

3.3.3 Helmets are required for all persons under 16 years of age using human powered roller devices.

#### **3.4 SPEED LIMITS**

3.4.1 The maximum speed limit on any roadway of the Ranch is posted 25 MPH. Drivers are cautioned, however, that due caution and good judgement may dictate a lower speed than the posted limit due to road conditions, traffic, presence of pedestrians, skaters, bikers, or inclement weather. The maximum posted speed limit applies to all bicycles, human or electric assisted, as well as recumbent bicycles.

#### **3.5 RIGHT OF WAY**

3.5.1 [Failure to and remain stopped for pedestrian \( public law\)](#)

### **3.6 PARKING**

3.6.1 Roadways must be kept open at all times to permit the movement of emergency vehicles. Parking on roadways and shoulders is prohibited at all times.

3.6.2 Parking must be confined to private driveways or designated parking areas. If an Owner anticipates that he will have inadequate parking to accommodate his guests, he should contact the General Manager of the Ranch in advance for planning and assistance (see Section 3.6.4 for authorization and notification requirements).

3.6.3 Police Services has authority to have an improperly parked vehicle towed away at the vehicle owner's expense or cite the vehicle owner or both.

3.6.4 All designated parking areas on Black Butte Ranch are to be used at all times exclusively for the parking of unoccupied motor vehicles. Parking exceptions for special events (concerts, Owner's BBQ, Fourth of July Parade, etc.), work parties, and Ranch maintenance crews rule will require authorization by the General Manager of the Ranch, and notification to Police Services. If a roadway is to be blocked temporarily, in addition to authorization from the General Manager of the Ranch, and notifying Police Services, the Black Butte Ranch Fire Department must also be notified.

3.6.5 Overnight parking of Recreational Vehicles including Motor Homes in any Ranch parking lot is prohibited.

3.6.6 Employees shall park in designated parking areas as stated in the Black Butte Ranch Employee Handbook under "Parking and Traffic Regulations."

### **3.7 MOTOR HOMES, BOATS, CAMPERS & TRAILERS**

3.7.1 Motor Homes, boats, campers, and trailers may not be permanently stored at any location on the Ranch other than in the RV Compound provided for that purpose or a fully enclosed garage.

3.7.2 Such items may be temporarily parked at homesites for the purpose of loading or unloading. Parking of motor homes, boats, campers, or trailers by an owner or his guest is permissible for a period not in excess of 48 hours provided the vehicle is not used as living quarters and a temporary overnight parking permit is obtained in advance from Access Registration. In the case of a guest whose stay on the Ranch will exceed the 48-hour period, such guest will be requested to park his recreational vehicle in the Association's RV Compound during his stay at the Ranch when space is available. If the designated parking areas are full, RV owners are responsible for making arrangements for storage off Ranch. Owners should advise their guests of this requirement prior to their arrival at the Ranch. Failure to obtain the required permit will result in the issuance of a citation to the Owner.

### **3.8 PERSONAL MOBILITY VEHICLES**

3.8.1 A "personal mobility vehicle" is defined as a wheelchair or other similar wheeled device designed to provide mobility for a single person who is otherwise incapable of mobility by reason of a physical handicap or disability. Such vehicles may be either self-powered by the user, or battery operated and capable of speeds not in excess of ten miles per hour. The use of such devices is permitted on the roads and bike paths of Black Butte Ranch subject to the conditions and requirements hereinafter set forth. A personal

mobility vehicle is not a roller device for purpose of these Rules and Regulations, and the use of helmets shall not be required.

3.8.2 In the case of a battery-operated vehicle, a special permit approved by the General Manager and the Chief of Police of Black Butte Ranch must be obtained prior to the use of such vehicle on any road or bike path. An application for a permit may be obtained at the offices of the Black Butte Ranch Administration Office by mail or in person. The application shall be filed with the Administration Office and must be accompanied with either a copy of an approved Oregon Department of Motor Vehicles handicapped parking permit, or a statement signed by a medical doctor certifying the nature of the handicap or disability and the need for a personal mobility vehicle.

3.8.3 A permit will be effective for a period of 24 months from the date of issuance, and upon expiration must be renewed if there is a continuing need for the personal mobility vehicle.

3.8.4 The permit for a battery-operated vehicle must be displayed in a conspicuous manner on the vehicle at all times during its use by the handicapped individual.

3.8.5 No permit is required for the use of hand-operated or otherwise self-powered personal mobility vehicles.

3.8.6 Personal Mobility Vehicles and Hand Operated Vehicles may be used on the roads of the Ranch only in the event a Bike Path is not conveniently available. In the case of a battery-operated vehicle, it should travel along the right-hand edge of the road except while in the act of passing other parties. Such vehicles should pull over and stop on the shoulder of the road or in a driveway in order to permit traffic from the rear to pass safely.

3.8.7 The use of personal mobility vehicles on roads or bike paths during inclement weather is discouraged. Such use is not permitted during periods of ice or snow. Users of such vehicles are encouraged to carry a cell phone or other similar communications device at all times while using the vehicle in order that assistance may be dispatched in the event the vehicle becomes disabled or inoperative. The cost of assistance and/or the cost of repairs or removal of disabled vehicles shall be at the expense of the owner or user. Use of such vehicles on the roads and bike paths by any individual shall be at the sole risk of the user.

3.8.8 A personal mobility vehicle may be temporarily parked in a designated area at the entrance to the Lodge, any restaurant facility, shop, store, or office on the Ranch. If no such designated area is available, the vehicle must be parked in a manner which will not obstruct normal entry to the facility. To the extent that a safe access is available, a hand operated vehicle will be permitted access to any Ranch facility.

### **3.9 CONTRACTOR EQUIPMENT, HEAVY EQUIPMENT**

3.9.1 All contractor equipment must be parked in designated areas and removed immediately upon completion of the work. Trailers on which equipment was transported must be parked in designated areas, at the RV Compound, or moved off the Ranch within 48 hours.

3.9.2 Construction trailers and mobile offices require a permit from the Black Butte Ranch Facilities Maintenance Office to be parked on the jobsite for more than 48 hours.

Additional trailer permits may be issued for a specific period of time to accommodate trades and other contractor needs. Unpermitted trailers or mobile offices are subject to citation from the Black Butte Ranch Police Services if not removed from the jobsite within 48 hours.

## **CHAPTER 4: RECREATIONAL AREAS AND FACILITIES**

### **4.1 ASSOCIATION RECREATION FACILITIES**

4.1.1 The Association owns swimming pools, tennis courts, pickleball courts, bocce ball courts, playgrounds, basketball areas, recreation centers and various streams and lakes at Black Butte Ranch. These facilities together with the related structures and grassy common areas are maintained for the exclusive use and enjoyment of Owners and their guests subject to the rules set forth herein.

### **4.2 USE BY NON-OWNERS**

4.2.1 Guests of owners, resident non-owners, and guests of resident non-owners are permitted to use and enjoy any recreational area or facility on the Ranch in the same manner as an owner.

4.2.2 Non-resident employees. During their off-duty hours non-resident persons who are employed full-time at the Ranch, either on a seasonal or full year basis, are granted a limited guest privilege with respect to any of the Association's recreational areas or facilities according to the provisions of the Black Butte Ranch Employees' Handbook. Each employee will respect the senior rights of Owners, lessees and their guests to the use of such facilities. Abuse of this privilege may result in withdrawal of the privilege for such period of time as may be deemed appropriate by the General Manager.

### **4.3 SPORTS LESSONS OR CLINICS**

4.3.1 No person will provide lessons or conduct a clinic in any sport or activity for pay except as authorized by the Recreation Director.

4.3.2 The Association will accept no responsibility or liability with respect to any injury or damage sustained by any person incurred while receiving lessons or instruction from another person irrespective of whether such person is or is not authorized to provide such lessons or instruction.

### **4.4 RULES CONCERNING THE USE OF RECREATIONAL FACILITIES**

4.4.1 Every person using the Association's recreational areas or facilities does so at their own risk irrespective of whether supervising Ranch personnel are present.

4.4.2 Every person using a recreational facility must comply with the specific rules which are posted at such facility.

4.4.3 Persons using a recreational facility must respect the rights of other users. Any person whose conduct is such that it constitutes an obvious and undue intrusion upon the rights of others to enjoy the use of the facility shall be requested by the supervising Ranch personnel to refrain from continuing such conduct. Failure to comply with such request will result in expulsion from the facility. Failure to leave the facility when ordered to do so may result in citation for trespass.



## **4.5 USE OF LAKES AND STREAMS**

4.5.1 Flotation devices are prohibited on any lake or stream other than Lake Phalarope. Use of such devices is permitted only to the extent that it does not constitute a nuisance or hazard to persons or property. Consistent with Oregon law, any person over the age of 13 using such device must carry a U. S. Coast Guard approved personal flotation device on the vessel or device. Children 12 and under must wear the personal flotation device. Failure to do so may result in citation, expulsion from the lake or stream, or both. Motorized flotation devices are prohibited on any lake or stream at Black Butte Ranch.

4.5.2 Swimming or wading is not permitted in any lake or stream at Black Butte Ranch.

4.5.3 Fishing is prohibited in any lake or stream other than Lake Phalarope. Where fishing is permitted, it shall be fly fishing only with barbless hooks and a catch and release procedure. Fishing is specifically prohibited from any floating device and is limited to Black Butte Ranch property owners and persons identified in Section 4.2.1.

4.5.4 Every person engaged in fishing shall possess a valid Oregon fishing license and comply with applicable state regulations.

4.5.5 Unless otherwise posted, ice skating on any lake or stream is prohibited.

4.5.6 Waterfowl and other aquatic life may be observed, but not intentionally disturbed. They should receive the same respect as any other peaceful neighbor. An exception is wildlife management authorized by the General Manager of the Ranch.

4.5.7 Riding bicycles around lake perimeters is prohibited except on designated bike paths.

## **4.6 USE OF TENNIS AND PICKLEBALL COURTS**

4.6.1 During the summer, certain courts will be available on a reservation basis only.

4.6.2 Courts not subject to reservation will be available for one-hour periods on a first come basis.

4.6.3 Reservations may be made no earlier than the preceding day of play and will be limited to two hours of play per day per household, except in the case of the lighted courts which will be limited to one hour of play during the evening period after 7 p.m. Exceptions may be made at management's discretion to support organized group/club play.

4.6.4 In any case where a reservation has been obtained for a court the party holding the reservation must commence play not later than 10 minutes after the reserved time. Failure to do so automatically cancels the reservation, and the court is available for the remainder of the hour on a first-come basis.

4.6.5 Players are required to wear shirts or tops while on the courts. All tennis players must wear tennis shoes while on the courts. Shoes which mark the courts are prohibited.

4.6.6 Proper etiquette should be observed at all times.

4.6.7 Persons who are not engaged in playing tennis or pickleball should remain off the

courts.

4.6.8 Infants and small children must remain outside the court enclosure area and not create a disturbance to other players.

4.6.9 Food and beverages must not be brought within the court enclosure, with the exception of plastic sports water bottles.

4.6.10 The courts are to be used exclusively for tennis or pickle ball. The use of bicycles, skateboards, roller skates, roller blades, dry land cross-country skis, or other similar items on or within a court enclosure is strictly prohibited.

4.6.11 Audible music played in or near a tennis enclosure is prohibited.

4.6.12 Pet owners should not bring their pets to a tennis or pickleball area unless such pets can remain on a leash outside the tennis or pickleball enclosures without creating a disturbance to other players. Under no circumstances may a pet be brought within the court enclosures.

#### **4.7 USE OF SWIM POOLS**

4.7.1 The Association's pools are classified as limited access public swimming pools under Oregon law and as such must be maintained and used in accordance with the regulations prescribed by state authority. To the extent that such regulations apply to the Association's limited use pools, they are incorporated herein by reference.

4.7.2 The use of swim pools at the Ranch is permitted only during the hours such pools are open for use.

4.7.3 The use of tobacco or drugs within the pool enclosure is not permitted. Alcohol sold by the Food and Beverage department is allowed at the Lakeside and Glaze Meadow pools. Alcohol may not be brought into any pool area from outside sources.

4.7.4 Use of the pools requires adherence to a general noise provision, whereas, other than reasonable ambient noise (i.e. talking, children playing), audible music played within or near a pool enclosure shall be mitigated by the use of headsets.

4.7.5 Pets are not permitted within a pool enclosure.

4.7.6 A lifeguard is authorized to evict any person from a pool area for violation of any posted rule, or, if in such lifeguard's best judgement, the conduct of such person constitutes a nuisance or danger to such person or any other person.

#### **4.8 USE OF RECREATION BUILDINGS**

4.8.1 Use of the Recreation Buildings is permitted only during the hours when the facility is open.

4.8.2 The use of alcohol, tobacco or drugs is not permitted within or in the vicinity of the recreation activity centers.

4.8.3 Persons participating in off-Ranch activities or field trips sponsored or directed by the Association or its Recreation Staff do so at their own risk. Persons under the age of

18 who are unaccompanied by a parent must present written authorization by a parent prior to engaging in such activities.

#### **4.9 HORSEBACK RIDING**

4.9.1 Horseback riding is permitted only in those areas expressly designated for such activity. Horses may not be taken into any area within the Ranch other than an area expressly designated by the Association Board.

### **CHAPTER 5: BIKE PATHS**

#### **5.1 RIGHT TO USE**

5.1.1 The Association owns and maintains several miles of bike paths for the use and enjoyment of Owners and their guests. These bike paths are reserved for the exclusive use of bikers, walkers, personal mobility vehicles, joggers, and skaters, except as noted elsewhere in this Chapter 5 or in Chapter 3. Certain portions of the bike paths require the use of extreme caution by users, e.g. heavily wooded areas, steep downhill stretches, and intersections with driveways or roadways. At no time should any bicyclist exceed 15 MPH on any bike path.

5.1.2 All persons using the bike paths do so at their own risk. Helmets are required for all riders and passengers under the age of 16 years.

#### **5.2 BIKE PATH CONDUCT**

5.2.1 Except when walking, persons using a bike trail must provide other persons who are being passed from the rear with sufficient advance warning in order to minimize the danger of surprise. Warnings should be given in a loud clear voice. Do not rely on whether the person or persons being passed can hear you approach since this may not be true in the case of individuals who have a hearing disability. Bike paths are intended to be shared equally by not only bikers, but others who are walking, jogging, skating or using a personal mobility vehicle. Bikers must restrict their speed to a safe level whenever in the act of passing others who are using the bike path.

5.2.2 All persons using the Bike Paths must stay on the path particularly where the path is separated from adjacent roadways by only a white stripe.

5.2.3 Use of skateboards, including electric skateboards, balance boards, and over boards are prohibited at all times on any bike paths.

5.2.4 During periods when ample snow conditions prevail, cross-country skiing is permitted on Bike Paths.

5.2.5 Bikers, walkers, joggers, skaters, and personal mobility vehicles must use a bike path rather than a roadway except when a bike path is not conveniently available. If it is necessary to use a road due to the absence of a convenient bike path, travel on the road by such persons, other than those using a personal mobility vehicle or bicycle, should be with the flow of traffic. Personal mobility vehicles are governed by the provisions of Section 3.8.6. Auto and trucks are deemed to have the right of way on the roads of the Ranch but shall yield to pedestrians in crosswalks and emergency vehicles responding to an emergency.

5.2.6 Except in the case of emergency or maintenance equipment, it is required that the use of the bike paths during periods of darkness is strictly limited (i) to bikes or personal mobility vehicles which are equipped with adequate reflectors and a headlight traveling at speeds less than 10 miles per hours, and (ii) to other users who are using an illuminated flashlight.

5.2.7 Unruly or disruptive behavior is not permitted on the bike paths by any users.

Permission to use the bike paths is revocable at any time.

### **5.3 USE OF ELECTRIC BIKES**

5.3.1 The intent of permitting electric bike use is to provide assistance for the operator while going uphill. Electric bikes must not exceed 15 mph.

5.3.2 Electric bikes are available to rent from the Black Butte Ranch Equipment Rental Shop.

5.3.3 The age minimum for electric bike riders is 16 years.

5.3.4 All electric bike riders are required to wear a helmet.

5.3.5 Standard equipment rental shop policies apply to electric bikes.

5.3.6 Electric bike operators are expected to follow the same rules as all other bicycles operated at Black Butte Ranch. See section 5.2 titled BIKE PATH CONDUCT.

5.3.7 In the case of a privately-owned electric bikes, the electric bike must be registered at the Black Butte Equipment Rental Shop and must receive a permit to operate.

5.3.8 A permit will be effective for a period of 24 months from the date of issuance, and upon expiration must be renewed at the Equipment Rental Shop.

5.3.9 The permit to operate must be displayed in a conspicuous manner.

5.3.10 Violation of the electric bike operation policy is subject to the same consequences as standard bicycle operations.

## **CHAPTER 6: NATURAL RESOURCES MANAGEMENT**

### **6.1 LOT CERTIFICATION**

Inspection for Wildfire Risk and Forest

6.1.1 All Lots must comply with the lot certification standards set forth in this section 6.1 (the "Lot Certification Standards"). Each Lot must be certified every five (5) years.

6.1.2 The overall intent of the Lot Certification Standards is to require that each structure, which includes the home and any associated garage, decks, and screen walls ("Structure"), has a defensible, fire-resistant space around it to minimize the chance that a Structure catches fire and to promote overall forest health.

6.1.3 The Lot Certification Office uses a "revolving" approach to lot certification. Each year, the Lot Certification Office notifies approximately one fifth of the Owners in writing

that their Lots will be inspected within the ensuing sixty (60) days. Lot certification inspectors will then visit each such Lot and review the condition of the Lot under the Lot Certification Standards. When the inspection is complete, the Lot Certification Office will either mail the Owner a written notice that the Lot has passed inspection and is certified as compliant with the Lot Certification Standards or mail the Owner by certified mail a written report describing the corrective action necessary to comply with the Lot Certification Standards (a "Correction Notice").

6.1.4 An Owner must take the corrective action described in the Correction Notice and notify the Lot Certification Office that the corrective action is complete within one hundred twenty (120) days of the date of the Correction Notice

6.1.5 If the Lot Certification Office issues a Correction Notice for Lot, an Owner may request a meeting with a lot certification inspector to review the corrective actions. Time periods set forth in this section 6.1 will not be extended for meetings with lot certification inspectors.

6.1.6 Once an Owner notifies the Lot Certification Office that the required correction action is complete, a lot inspection inspector will perform a follow up inspection to verify that the corrective action is complete and that the Lot complies with the Lot Certification Standards. If the Lot complies with the Lot Certification Standards, the Lot Certification Office will mail a written notice to the Owner that Lot is certified as compliant with the Lot Certification Standards. If the lot certification inspector determines that the corrective action is not complete, the Lot Inspection Office will notify the Owner of the remaining corrective action that is not complete via certified mail. Once the Owner notifies the Lot Inspection Office that the remaining corrective action is complete, a lot certification inspector will perform an additional inspection. If the Lot complies with the Lot Certification Standards, the Lot Certification Office will mail a written notice to the Owner that Lot is certified as compliant with the Lot Certification Standards. If the lot certification inspector determines that the corrective action is not complete, then the same process notification of remaining corrective action and re-inspection set forth in this section 6.1.6 will occur again. Time periods set forth in this section 6.1 shall not be extended for the time associated with additional inspections.

6.1.7 If an Owner disagrees with the corrective actions after meeting with a lot certification inspector, the Owner may file a written appeal of the corrective actions with the natural resources manager hired by the Manager of Black Butte Ranch to manage its natural resources (the "Natural Resources Manager"). Such appeal must be filed within sixty (60) days of the date of the Correction Notice unless an Owner presents a reasonable explanation of why its appeal was not filed within that time period. The Natural Resources Manager will make the determination of whether an explanation for an extension is reasonable. Time periods set forth in this section 6.1 will be tolled on the date the Lot Certification Office receives the written appeal. The Natural Resources Manager will respond to an appeal within thirty (30) days in writing and by certified mail. Time periods will re-commence on the date that the Natural Resources Manager issues the appeal decision. An Owner may file a written appeal of the Natural Resources Manager's decision with the Board. Any such appeal must be filed within thirty (30) days of the date of the Natural Resource Manager's decision and the filing of such appeal will toll time periods under this section until the appeal is resolved. If the Natural Resources Manager performed the lot inspection, the Owner may file a written appeal of the corrective actions with the Board.

6.1.8 If an Owner does not complete the corrective action described in the Correction

Notice and notify the Lot Certification Office that the corrective is complete within one hundred twenty (120) days of the date of the Correction Notice, or present evidence that the Owner is taking good faith actions to complete the corrective actions as quickly as possible and has not appealed the corrective actions under Section 6.1.7, the Lot Certification Office will mail such Owner, via certified mail, return receipt requested, a final notice of corrective actions to comply with Lot Certification Standards (the "Final Notice").

6.1.9 A fine of \$100 per day will be assessed commencing fourteen (14) days after the date of the Final Notice and continuing until the Lot Certification Office is notified that the corrective action is complete or the Owner presents evidence that the Owner is taking good faith actions to complete the corrective actions as quickly as possible. The fine will increase to \$250 per day one hundred twenty (120) days after the date of the Final Action Notice. All fines will be billed to the Owner's Black Butte Ranch account.

6.1.10 The Lot Certification Office oversees lot certification on behalf of the Association and is located at the Maintenance Building on McAllister Road. The Lot Certification Office phone number is 541-595-1529. The notice address for the Lot Certification Office is:

Lot Certification Office  
Black Butte Ranch  
PO Box 8000  
Sisters, Oregon 97759

6.1.11 If the corrective action is not complete within one hundred eighty (180) days after the date of the Correction Notice and an Owner is not engaged in good faith communication with the Lot Certification Office as described in section 6.1.4 to 6.1.7, then the Association may elect to enter a Lot and cause the corrective action to be taken. The Owner's Black Butte Ranch account will be billed for the cost of completing the corrective action. Fines shall continue to accrue until the Association completes the corrective action.

6.1.12 Unpaid costs for corrective action performed by the Association and fines will follow the same collection procedures as dues and Assessments including the possibility of a lien filing as set forth in the Master Design.

6.1.13. WITHIN FIVE (5) FEET OF STRUCTURE IS THE HOME IGNITION ZONE OR EMBER RESISTANT ZONE: This zone has been found to be the most important area in preventing Structure loss and must be cleared of combustible material.

6.1.13 a. There are no ground materials that, if ignited, could transfer fire to a Structure.

6.1.13.b. Plants and shrubs in this zone have adequate spacing to prevent transfer of fire from plant to plant or plant to Structure. The Lot Certification Office has a list of plants that are fire resistant.

6.1.13.c. *There are no highly flammable plants in this zone: manzanita, snow brush, buckbrush, bitterbrush, juniper.*

6.1.13.d. Plants are free of needles, dead plant material and are in green condition.

6.1.13.e. Roof, gutters and decks are clear of leaves, needles, and debris.

6.1.13.f. Area beneath the deck is substantially free of needles, debris, or other flammables.

6.1.13.g. Trees that overhang the Structure are substantially free of dead plant material.

6.1.14. FROM FIVE (5)-THIRTY (30) FEET FROM A STRUCTURE IS THE PRIMARY FUEL BREAK ZONE: The intent of this fuel break zone is to reduce the intensity of a wildland fire, slow its rate of spread, and create an area in which fire suppression

operations may more safely take place. (The primary fuel break zone for a Structure with wood shake roofing is one hundred (100) feet).

- 6.1.14.a. Zone is substantially free of flammable ground cover
- 6.1.14.b. If dry grass is present, it is mowed to a height of four (4) inches or less.
- 6.1.14.c. Needles, leaves, twigs, etc., are cleared to thirty (30) feet from Structure.
- 6.1.14.d. Trees and shrubs are free of dead plant material and are in green condition.
- 6.1.14.e. There is no live or dead vegetation (ladder fuel) that would allow a fire to climb up from the landscape or forest floor into the tree canopy. Ladder fuels: tall grasses, tree branches (dead and alive), understory trees, etc., have been removed.
- 6.1.14.f. There are no highly flammable plants in this zone: manzanita, snow brush, buckbrush, bitterbrush, juniper.
- 6.1.14.g. The area and leading to a stationary propane tank and screen are free of flammable vegetation and debris.
- 6.1.14.h. Trees that overhang the Structure are substantially free of dead plant material.

6.1.15. FROM 30 FEET TO THE PROPERTY BOUNDARY IS THE SECONDARY FUEL BREAK ZONE: The intent of the secondary fuel break zone is to increase the total size of the area in which a wildfire's rate of spread will be reduced and fire-fighting operations may safely occur.

- 6.1.15.a. Trees and shrubs are free of dead plant material and are in green condition.
- 6.1.15.b. There is no live or dead vegetation (ladder fuel) that would allow a fire to climb up from the landscape or forest floor into the tree canopy. Ladder fuels: tall grasses, tree branches (dead and alive), understory trees, etc. have been removed.
- 6.1.15.c. *No highly flammable plants should be in this zone: manzanita, snow brush, buckbrush, bitterbrush and juniper.* If an Owner chooses to leave any of these plants in this zone, the lot certifier will determine the appropriate size and spacing between plants. In all cases highly flammable plants must be outside of the drip line of a tree with enough spacing to allow for torching to occur without further plant to plant spread. Consideration: flame length of a highly flammable plant is three (3) times height.
- 6.1.15.d. .d. Ground fuel breaks must be established every thirty (30) feet starting at 60 feet from the Structure and continuing to the Lot perimeter. This is done by creating a three (3) foot swath clear of pine needles in which the needles have been hauled away. It is recommended that all pine needles be removed from the balance of the Lot at least once every five (5) years.

6.1.16 DRIVEWAY FUEL BREAK: This intent of this standard is to require that there is sufficient vertical and horizontal clearance alongside and above the driving surface for fire trucks, and to create areas adjacent to the driveway in which fire intensity will be reduced and fire suppression operations may more safely take place. These requirements apply to all driveways regardless of length.

- 6.1.16.a. There is a twelve (12)-foot or wider clear space on the driving area.
- 6.1.16.b. Above the twelve (12)-foot-wide clearance area, there are at least fourteen (14) feet of vertical clearance.
- 6.1.16.c. Within an area that is ten (10) feet from either side of the driveway's center line:
  - (1) Area is substantially composed of nonflammable ground cover, and needles, leaves, twigs, and flammable brush have been removed.
  - (2) If dry grass is present, it is mowed to a height of four (4) inches or less.
  - (3) Continuous beds of fine fuels have been eliminated.

6.1.17 CHIMNEY/STOVEPIPE BREAK: Tree branches or other vegetation that are within ten (10) feet of a chimney or stovepipe have been removed.

6.1.18. FIREWOOD: During fire season, firewood or scrap lumber piles must be stacked twenty (20) feet from all structures or fully enclosed. If this is not possible due to the size of the Lot, wood must be covered with a heavy-duty brown tarp.

6.1.19. TREE ISSUES: In addition to defensible space/fire prevention factors, trees on the entire Lot should be managed to promote their vigor. The following requirements specifically focus on forest health and tree vigor:

6.19..a. No dead, down, dying, or diseased trees are present.

6.19..b. There are no trees suppressed by more dominant trees.

6.19..c. No hazard trees are threatening structures, roads, bike paths, etc.

6.19..d. Groupings of trees are thinned to provide adequate light, moisture, and soil nutrients to the remaining trees.

6.19.e. Trees are thinned to a spacing of approximately twelve (12) to sixteen (16) feet. Groupings of trees may be treated as one tree or one unit, if spaced twelve (12) to sixteen (16) feet from other trees or tree groupings.

6.1.20. NOXIOUS WEED CONTROL: The following list of noxious weeds have been identified as problem weeds on BBR properties and are being controlled on Common Area. The list of weeds will change as new weeds are discovered and listed for control, while others are eradicated and put on a watch list. If the initial lot inspection happens outside of weed season (July-Sept.), the Lot will be inspected for noxious weeds the next growing season by either the Ranch Natural Resource Manager or a member of the noxious weed volunteer team. The results of this inspection will be reported to the Lot Certification Office, who will then report to the Owner. If a Lot fails inspection, the report will state the weeds found and provide suggestions for treatment. The Owner may contact the Natural Resources Manager at 541-595-1532 with any questions and/or identification services. There are pamphlets with pictures and descriptions of weeds available at the Lot Certification Office.

-All Thistles (Cirsium)

-Diffuse Knapweed (centaurea diffuse)

-Spotted Knapweed (centaurea maculosa)

-Sulfur Cinquefoil (potentilla recta)

-Yellow Toadflax (linaria vulgaris)

-Common Mullein (verbascum thapsis)

-Common Hounds Tongue (invasive variety) (cynoglossum officinate)

-St. John's Wort (hypericum perforatum)

-Tansy Ragwort (jacobaea vulgaris)

-Reed Canary Grass (phalaris arundinacea)

## **6.2 ANNUAL AND ONGOING MAINTENANCE FOR WILDFIRE MITIGATION**

Although Lots are only required to be certified under the Lot Certification Standards once every five (5) years, Owners must maintain their Lots in accordance with the Lot Certification Standards on an ongoing basis and, in particular, should ensure that their Lots comply with the Lot Certification standards before each fire season.



## **6.3 GENERAL TREE REMOVAL**

### **6.3.1 REMOVAL OF LIVING TREES**

Living trees and other natural vegetation are integral to the forested appearance and aesthetics of Black Butte Ranch. It is a goal of the Association to preserve this appearance while working with the Forest Management Sub-Committee to promote fire safety, encourage forest health, and maintain property values. The following sections 6.3.2 and 6.3.3 provide Owners with standards for tree removal and set forth penalties to be assessed for the unauthorized removal of living trees within the boundaries of Black Butte Ranch. To avoid the possibility of a fine from inadvertent violation of these standards, Owners are strongly encouraged to work with the Natural Resources Manager or Lot Certification Office in advance to ensure that any cutting complies with these standards.

### **6.3.2 REMOVAL OF LIVING TREES ON OWNER PROPERTY**

The removal of any tree more than twelve (12) inches in diameter at ground level (thirty-eight (38) inch circumference) without the approval of the Natural Resources Manager or a lot certification inspector is prohibited. Trees twelve (12) inches in diameter (thirty-eight (38) inch circumference) and smaller at ground level may be cut without approval. In the event an Owner violates this standard the Association may fine the Owner in accordance with the following schedule of fines.

- (a) For each tree 12" to 13" diameter - \$3000.00 per tree.
- (b) For each tree 13" to 14" diameter - \$4000.00 per tree.

For each tree more than 14" in diameter (at ground level), the fine increases by \$100.00 per each incremental inch of diameter per tree. In the event the market value of the tree cut exceeds this fine schedule, then the fine shall be equal to three times the market value. The diameter of the tree is determined by measurement of the remaining stump taken horizontally at the place of maximum width of the wood of the tree, which measurement shall not include the width of the bark of the tree. The Association may elect to file a lien against the Owner's Lot for the amount of the fines until the fines levied under this section are paid.

### **6.3.3 REMOVAL OF LIVING TREES ON COMMON, CORPORATE or ASSOCIATION PROPERTY**

In keeping with our goal to promote fire safety throughout the Ranch, the Association takes a commonsense approach to stewardship of our Common Area, Corporate, and Association Property. Owners are encouraged to rake needles and pinecones and remove bitterbrush, manzanita and noxious weeds on cul-de-sacs and the shoulders of the roadways bordering their Lots, excluding the private property of others and may do so without approval from the Natural Resources Manager. Cutting or removal of seedlings, suckers, saplings or trees over 3" in diameter is not allowed on Common Area Corporate or Association Property without written permission from the Natural Resources Manager. In the event an Owner violates this standard the Association may fine the Owner in accordance with the following schedule of fines:

- (a) For each tree > than 3.1" up to 4" diameter at the base - \$500.00 per tree.
- (b) For each tree > than 4.1" up to 6" diameter at the base - \$1000.00 per tree.
- (c) For each tree > than 6.1" up to 9.5" diameter at the base - \$2000.00 per tree.
- (d) For each tree > than 9.6" up to 10.5" diameter at the base - \$2500.00 per tree.
- (e) For each tree > than 10.6" up to 11.5" diameter at the base - \$3000.00 per tree.

(f) For each tree > than 11.6" up to 14" diameter at the base - \$4000.00 per tree.

For each tree more than 14" in diameter (at ground level), the fine increases by \$100.00 per each incremental inch of diameter per tree. In the event the market value of the tree cut exceeds this fine schedule, then the fine shall be equal to three times the market value. The diameter of the tree is determined by measurement of the remaining stump taken horizontally at the place of the average width of the wood of the tree, which measurement shall not include the width of the bark of the tree. If the Natural Resources Manager determines the trees were cut to increase the value of the Owner's Lot, the fine will triple. The Association may elect to file a lien against the Owner's Lot for the amount of the fines until the fines levied under this section are paid.

#### **6.4 USE AND ENJOYMENT OF MEADOWS, SCENIC AREAS, AND COMMON AREAS**

6.4.1 The Association owns and maintains certain meadows and scenic areas which add greatly to the general ambience of Black Butte Ranch. The enjoyment of such areas are subject to rules and regulations which are intended to ensure that the fragile ecology of these areas will be adequately protected and preserved.

#### **6.5 RESTRICTIONS ON USE AND ENJOYMENT**

6.5.1 Picking wildflowers or the cutting or digging of shrubs or bushes in any Common Area, including the meadow or scenic area, is prohibited. This does not apply to volunteers who are engaged in sanctioned weeding of noxious plants on Black Butte Ranch property.

6.5.2 Within the meadow areas the climbing over, through, or under a fence, the opening of livestock gates, the tormenting or stampeding of animals is prohibited. In addition, wildlife, horses, and livestock are for observation only. Under no circumstances is it allowed to touch, move, or otherwise interfere with wildlife, horses, or livestock.

6.5.3 Vehicular traffic, other than bicycles or equipment which is required for maintenance, is prohibited in the meadow areas. Bicycles shall not be used anywhere other than bike paths or roadways when a bike path is not conveniently available.

6.5.4 Tampering with, climbing upon or moving any equipment or fixture located in any Common Area, including the meadows or scenic areas, is strictly prohibited.

6.5.5 Persons, other than Association members or their guests, are not permitted to ride horses within the meadow areas. Association members and their guests may ride horses which they own within the meadow area provided prior permission has been obtained from the Manager of Black Butte Ranch.

### **CHAPTER 7: DOMESTIC ANIMALS**

#### **7.1 IN GENERAL**

7.1.1 The maintenance or keeping in a Unit any animal other than those normally classified as domestic pets (e.g., dogs, cats, or birds) by owners or their guests is not permitted.

7.1.2 The breeding of animals at Black Butte Ranch is prohibited.

7.1.3 The right to graze animals within Black Butte Ranch will be available only those persons with whom the Association has entered into a Grazing License or their lessees.

7.1.4 Domestic pets are prohibited from creating an unreasonable disturbance or annoyance, including incessant barking. Pets must be controlled so that they will not interfere with the use and enjoyment of the Ranch by other owner's and guests. Complaints regarding such conduct should be directed to Police Services.

7.1.5 Dogs must be leashed at all times on all bike paths, nature trails, fields and all common and public areas of the Ranch with the exception of exercising the pet at the recreation field, and on the golf course/driving range during closed hours and at sport courts if not otherwise being utilized. When off-leash in these designated areas, the dog must be within view and under effective voice command of the owner. The owner must have a leash available to use if needed.

7.1.6 All pets on homeowner's property must be within view of homeowner and under owner's voice control or leashed. If the homeowner installs an electronic fence, the pet must still be within view of owner and controlled so as not to charge the perimeter of lot alarming passersby. These types of fences must not extend into property setbacks, right of ways or easements. Invisible and other types of electronic fences must be applied for through the ARC landscaping application.

7.1.7 Owners of domestic pets are required to immediately clean up after their pets at all times and must dispose of waste in proper receptacle.

7.1.8 With the exception of registered service animals, domestic pets are not allowed inside any buildings or within boundaries of swimming pools unless a registered service dog.

## **CHAPTER 8: WILDLIFE**

### **8.1 IN GENERAL**

8.1.1 Wildlife have long inhabited or migrated through Black Butte Ranch. The enjoyment of wildlife is a part of what makes the Black Butte Ranch experience unique. It is the intent of the Association to make the Black Butte Ranch environment compatible for the continued presence of wildlife while ensuring that wildlife populations are appropriately managed and that presence of wildlife does not endanger persons or property or encumber human enjoyment.

### **8.2 SAFETY**

8.2.1 Wildlife at Black Butte Ranch should be treated and remain "wild". Under no circumstances is it allowed to touch, move or interfere with wildlife unless under the direct supervision of Black Butte Ranch personnel. Should members or their guests encounter potentially dangerous wildlife they should immediately report it to Police Services.

### **8.3 FEEDING WILDLIFE**

8.3.1 The feeding of deer (including salt licks), ducks, geese, turkeys and other waterfowl is prohibited at Black Butte Ranch.

## **CHAPTER 9: MISCELLANEOUS RULES**

### **9.1 FIRE, FIREPLACES, BARBEQUE GRILLS and SMOKERS**

9.1.1 Outdoor Fireplaces constructed after June 1, 2018 shall be fueled by LPG (Propane) only. Outdoor Fireplaces constructed prior to June 1, 2018 shall be constructed to the same building code level as an indoor fireplace (Screen, Spark Arrestor, Chimney flue and Non-Flammable Hearth). The walking surface area around an Outdoor Fireplace shall be substantial in size and made from non-flammable material as to prevent a spark from igniting natural vegetation and/or any other nearby flammable material. Outdoor Fireplaces shall be in good working order and may be restricted when unsafe conditions exist as determined by the Fire Department.

9.1.2 BBQ/Pellet Grills and Smokers are allowed as long as they are LPG (Propane) or Pellet fueled. Pellet style devices may be restricted when unsafe conditions exist as determined by the Fire Department. Charcoal fueled devices are not allowed.

9.1.3 Outdoor devices such as, but not limited to, Fire Pits, Fire Circles, Fire Rings or Chimeneas must be fueled by LPG (Propane).

9.1.4 Recreational Fires are generally not allowed. Fires for the benefit of the public as a whole and as a part of a function or seasonal event shall be by permit through the Fire Department. Recreational Fires may be wood, pellet, or LPG (propane) fueled and must be in a safe area and under safe conditions. Recreational fires that are not fueled by LPG (Propane) are not allowed during Fire Season Closures.

9.1.5 Debris Fires are allowed during "Outdoor Burning Season" only. Persons burning debris shall have on site with them a current copy of the rules and regulations for "Outdoor Burning" which may be obtained from the Fire Department. Persons burning shall follow those rules and must call the Fire Station each day to confirm that burning will be allowed for that day.

### **9.2 FIREARMS**

9.2.1 The discharge of a firearm of any type (including air propelled BB guns) within the boundaries of Black Butte Ranch by any person (excluding Police Officers) is strictly prohibited.

### **9.3 FIREWORKS**

9.3.1 The sale, possession, discharge or use of fireworks within the boundaries of Black Butte Ranch by Owners, residents or their guests is strictly prohibited.

#### **9.4 USE OF REFUSE COMPOUND**

9.4.1 Use of the refuse compound is restricted to owners and guests. Persons using the refuse compound shall abide by the dumping rules which are posted within the refuse compound.

#### **9.5 CAMPING AND PICNICING**

9.5.1 Overnight outdoor sleeping in tents, autos, campers, trailers or other vehicles anywhere at Black Butte Ranch is prohibited.

9.5.2 Outdoor picnicking in the public area around the Lodge is prohibited.

#### **9.6 GOLF COURSE**

9.6.1 The golf courses located at Black Butte Ranch are the private property of Black Butte Ranch Corporation. The right to the free use and enjoyment of Association facilities referred to herein does not extend to the golf courses. Specific rules governing conduct on the golf course properties are published by Black Butte Ranch Corporation and incorporated by reference herein.

9.6.2 Owners and guests shall not practice golf except in designated practice areas.

9.6.3 Owners and guests must not permit their children to play unattended on a golf course.

#### **9.7 RESTRICTIONS ON OPEN HOUSES**

9.7.1 Open houses to view real estate for sale on the Ranch are permissible provisions of the open house policy incorporated herein by reference.

#### **9.8 RESTRICTIONS ON NOISE**

9.8.1 No person may make, assist in making, continue or cause to be made any loud, disturbing, or unnecessary noise. Loud disturbing and unnecessary noises in violation of this section include but are not limited to the following:

1. The playing of a radio, television, stereo, or similar devices which disturbs the tranquility of neighbors or any person in the vicinity.
2. The keeping of any animal which by causing frequent or long continued noise shall disturb the tranquility of neighbors or any person in the vicinity.

Noise associated with normal operation of equipment necessary to maintain common property and the golf course between the hours of 5:30 a.m. and 7:00 p.m. is permitted.

9.8.2 Exceptions: Noise associated with approved corporate events and other special events shall be permitted as long as it is within the required decibel levels prescribed in event contract.

## **9.9 CURFEW HOURS FOR MINORS (UNDER AGE 18)**

9.9.1 Minors may not use, occupy, or be in or upon any of the facilities owned by Black Butte Ranch Association or Black Butte Ranch Corporation between the hours of 12 midnight and 5 a.m. the following morning, unless they are accompanied by a parent or a guardian or a person over 18 years of age who is authorized by the parent to have custody of the minor.

## **9.10 RESTRICTIONS ON SMOKING AND USE OF MARIJUANA PRODUCTS**

9.10.1 A person may not use marijuana items in a common area, a private way, a resort property, special use areas, semi-public recreational or service area or miscellaneous ranch areas or if the marijuana items used can be readily seen by normal unaided vision from such areas. "Marijuana items" shall have the meaning set forth in Ballot Measure 91; Section 5, chapter 1, Oregon Laws 2015, as amended.

9.10.2 A person may not produce, process or store homegrown marijuana or homemade cannabinoid products or cannabinoid concentrates if the homegrown marijuana or homemade cannabinoid products or cannabinoid concentrates can be readily seen by normal unaided vision from a public place, a common area, a private way, a resort property, special use areas, semi-public recreational or service area, or miscellaneous ranch areas. Terms not defined in the Black Butte Ranch Master Design shall have the meanings set forth in Ballot Measure 91; Section 5, chapter 1, Oregon Laws 2015, as amended

## **9.11 DRONE POLICY**

9.11.1 Due to safety and privacy concerns, Black Butte Ranch prohibits the operation or use on or above Resort property of unmanned aerial systems, or drones, by the general public—including model aircraft by recreational users and hobbyists—without the prior written authorization from Black Butte Ranch. This prohibition includes drones used for filming or videotaping, as well as any drone use by media or journalists operating above or within the area boundaries. This prohibition extends to any devices launched or operated from Ranch property, as well as any launched from private property outside of the Ranch boundaries. Please contact Ranch management if you have any questions or if you seek prior authorization to operate any such devices. Any authorized operation of drones on or above Ranch property will be governed by Federal Aviation Administration (FAA) rules and regulations, local law enforcement, and U.S. Forest Service rules, as well as those policies separately established by this Resort, which may include certification, training, insurance coverage, indemnification requirements, and waivers or releases of liability. Any violation of this policy may result in the confiscation of any prohibited equipment, and may subject violators to any liability for damages, including, but not limited to, damages for trespass, violations of privacy, and physical injuries to persons and/or property, as well as legal fees.

## **Addendum A**

### **2.1 ACCESS POLICY**

#### **1. PURPOSE:**

Black Butte Ranch is a planned community, comprised of private ways, private areas, common areas, special use areas, semi-public recreational or service areas, resort properties, and miscellaneous properties. Except for private areas, title to all land within the Ranch must be held by the Black Butte Ranch Association (“Association”), a subsidiary of the Association or the Black Butte Ranch Fire Protection District. The general public is permitted to use Association properties in accordance with the Black Butte Ranch Master Design, amended and restated May 3, 1997 (“Master Design”), these Rules and Regulations, and other governing documents of the Association.

Pursuant to Section 5.1 of the Master Design, the Association Board of Directors has the authority to adopt rules regulating the use of the Ranch’s private ways, common areas (including the recreational facilities located thereon), semi-public recreational or service areas and special use areas. The purpose of the access policies contained herein is to regulate uses of those lands in a manner that promotes the general welfare of the Ranch community.

#### **2. ADMINISTRATION:**

This Access Policy is approved by the Black Butte Ranch Association Board of Directors and is incorporated into the Black Butte Ranch Rules and Regulations in accordance with and pursuant to the Black Butte Ranch Bylaws and Master Design, and Section 2.3 of the Rules and Regulations. The Ranch General Manager and/or the General Manager’s designee(s) has authority to grant access to the Ranch in accordance with this Access Policy. No other individual, employee, or other person has the authority to provide access outside of those guidelines.

The Association’s registration and access services for Owners, Lessees, and Registered Guests are provided through the Black Butte Ranch Welcome Center. Visitor access to the gated areas of Black Butte Ranch is contingent on approval at the Welcome Center, who will also provide the means of access (whether by transponder, proximity key card, PIN code, or otherwise) in accordance with the Access Procedures (as defined below). Any means of access that has been provided to a visitor may be deactivated from time to time to effectively establish ongoing authorized access.

All access approvals shall be recorded by the Welcome Center, and all access records shall be maintained by the Welcome Center in an accurate and timely manner so that in the event of an emergency these records are available to emergency personnel. The Welcome Center will maintain a database (the Registration Database) of Registered Guest nights by Owner property.

#### **3. DEFINITIONS:**

**Access:** Access is defined as express permission to enter onto Black Butte Ranch property, including the private ways, common areas (including the recreational facilities located thereon), semi-public recreational or service areas and special use areas.

**Gates:** Gates are defined as the four electronic Gates at (1) the Fiddleneck and MacAllister Road junction (Fiddleneck gate), (2) near the Community Center on Bishop’s Cap Road (East Meadow gate), (3) Hawksbeard Road near the Big Meadow Golf Course (Big

Meadow gate), (4) Hawksbeard and Power Line Roads (Power Line gate) and (5) the gate at the garbage compound located at Section Five.

Guest Access Fees: Fees paid to Black Butte Ranch by an Owner on behalf of the Owner's Short-Term Renters as a condition of the Short-Term Renters' access to the Ranch.

Lessees: shall mean that person or persons occupying a unit in Black Butte Ranch subject to a formal, written lease agreement, the duration of which is at least 30 calendar days.

Motor Vehicle: A vehicle that is self-propelled or designed for self-propulsion.

Owner: "Owner" shall have the meaning as defined in Section 1.26 of the Master Design, and shall include the Owner's immediate family members, including spouse, children, grandchildren, parents, and grandparents, but not including siblings, as well as persons of close affinity or unrelated persons, who are simultaneously and lawfully occupying the unit within occupancy limits.

Ranch Pass: the gate pass and vehicle identification tag provided to each Owner, Lessee, and Registered Guest that will appropriately identify them as having access to the Ranch.

Register: Defined as the process of providing the appropriate identification for access to Black Butte Ranch.

Registered Guest: is a person or persons who have followed the procedures in this policy to obtain access to Black Butte Ranch. Registered Guests fall under one of the following categories:

- a. Guests of Owner/Lessee: those visitors to Black Butte Ranch pursuant to the invitation or with the permission of an Owner or Lessee, who are not paying a rental fee for their stay.
- b. Short-Term Renters: shall mean those visitors to Black Butte Ranch who are present on the Ranch subject to a rental agreement the duration of which is less than 30 calendar days.
- c. Business Guest: shall mean a person(s) who is in Black Butte Ranch for a business purpose at the invitation of the Black Butte Ranch Association, or its subsidiary, the Black Butte Ranch Corporation (includes, but is not limited to, business invitees such as dinner guests, industry associates, spa guests, golf guests, vendors and service providers who require access inside the gated and restricted areas of the Ranch).
- d. Vendors: consist of Black Butte Ranch Association and Corporation authorized vendors and service personnel and also vendors and service personnel as invited by owners.
- e. Special Service Providers: consist of authorized personnel operating special service and public service vehicles, including but not limited to police, fire, and utility vehicles.
- f. Employees: non-resident employees of Black Butte Ranch Association or Black Butte Ranch Corporation.
- g. Community Guest: shall mean a person who is a member of a community group and who is in Black Butte Ranch for recreational purposes with the permission of the Black Butte Ranch General Manager or the General Manager's designee(s).



Rental Database: The database maintained by the Rental Operations Department listing all Black Butte Ranch properties that are recorded as short-term rentals.

Rental Revenue: The amount charged by an Owner, whether or not received, for occupancy of their Black Butte Ranch property for a period of less than thirty days, exclusive of any special fees and charges (e.g. housekeeping fees, pet fees, hot tub fees, etc.), or taxes.

#### 4. ACCESS PROCEDURES

The Black Butte Ranch General Manager shall be responsible for adopting and implementing detailed procedures to carry out the Access Policy (“Access Procedures”). The Access Procedures shall identify the terms and levels of Ranch access, as well as the fees for access. Access Procedures shall be reviewed regularly by the Black Butte Ranch Management team, and any updates published to all appropriate parties.

#### 5. GENERAL RULES OF ACCESS

All unit owners of the Ranch are members of the Association. Members of the Association and Registered Guests (as defined below) have access to unrestricted areas of the Ranch, including those areas that are beyond the Gates (as defined below). The residential areas, pools and other amenities are for use by Owners, Lessees, and, as expressly permitted, Registered Guests, in accordance with the Access Procedures. These areas are well defined by signage, as well as warnings to persons that gain unauthorized access.

Visitors to the Ranch may access the Association’s non-gated areas, as well as its roadways, which the Association has designated as premises open to the public for purposes of the Oregon Vehicle Code. Such designation may be revoked by the Association at any time. Visitors must comply with Association Rules and Regulations and other governing documents, as well as posted signage. Access to the Ranch by any person who is not a member of the Association does not create an express or implied conveyance or property right. All visitor access is by permission of the Association and may be revoked by the Association.

Vehicle drivers, cyclists and/or pedestrians are responsible for any damage caused to the Gates, gate arms, or the operating devices regardless of the condition of the device at the time of the occurrence.

#### 6. RANCH PASS

Any person(s) wishing to gain access to the Gated areas of Black Butte Ranch, including Owners, Lessees, and Registered Guests, must register at the Welcome Center. The Welcome Center will provide a Ranch Pass to all authorized visitors, Owners, Lessees, and Registered Guests who access the Ranch with a Motor Vehicle. The issued Ranch Pass will identify the level of access that has been granted in accordance with the Access Procedures and must be displayed at all times. Lost or stolen cards, stickers or mechanisms should be reported to Black Butte Ranch staff at the Welcome Center. A charge may apply for replacement of any gate pass. Homeowners must report the disposal of any registered vehicle within five days of the disposal date.

All persons accessing the Ranch by any means are subject to this Policy. Although bicyclists, pedestrians, and visitors by modes of transport other than a Motor Vehicle are not required to display a Ranch Pass, they must still obtain permission for access per this

Policy. Failure to obtain permission and register with the Welcome Center is in violation of this Policy and may be considered as trespassing pursuant to Oregon state law.

## 7. ENFORCEMENT

All Owners, Lessees, Registered Guests, and other visitors are required to comply with all community rules and regulations, written or posted. This includes, but is not limited to, community speed limits, designated parking areas and use of recreational facilities. Black Butte Ranch reserves the right to deny access or request that a person vacate the community.

Enforcement and compliance are the responsibility of the Ranch General Manager, the General Manager's designee(s), and the Black Butte Ranch Police Department, which has authority under Oregon law to enforce the Black Butte Ranch Rules and Regulations.

Failure to display a Ranch Pass, misuse of a Ranch Pass, or violation of other Association rules may result in the following (in addition to any other right or remedy available to the Association under applicable law):

- Revocation of access privileges
- Warning citation issued by the Black Butte Ranch Police Department or Ranch staff.
- Penalty/fine citation issued by the Black Butte Ranch Police Department

## 8. LIMITATION ON LIABILITY

Access to the Ranch is permitted in accordance only with these policies and other applicable Association rules, and with the express intent to take full advantage of statutory qualified immunity under ORS Chapter 105. The Association General Manager is responsible for taking such steps as may be necessary to carry out this intent, including apprising visitors of the limitations on the Association's liability, for example by overseeing the implementation of such signage, waivers, and other notice as appropriate.

## 9. COLLECTION OF ACCESS FEES FOR SHORT-TERM RENTERS

The Ranch charges Owners access fees for any Short-Term Renter that stays at their property. Access to the Ranch by any Short-Term Renter is expressly conditioned on the Owner's compliance with the Access Policy, including the terms within this Section 8. Following are the procedures for paying Guest Access Fee charges, as approved by the Board of Directors in accordance with the Black Butte Ranch Association Bylaws and Master Design.

### A. Recording of Short-Term Rentals

Any Owner who rents their property on a short-term basis must record that intention with the Ranch by including their property in the Rental Database, which can be accessed by Police and Fire Departments in case of emergency and by Rental Operations as part of tracking guests at the Ranch.

An Owner wishing to offer their property as a short-term rental must first contact the Rental Operations Department for a link to the online form that will record their property in the Rental Database. In addition to providing basic contact and address information when recording an intention to rent, a Homeowner will agree to:

- Provide working fire alarms and a fire extinguisher in their home.
- Post Ranch Rules in the home.
- Post emergency contact information, wildfire update information, and fire evacuation information in the home.

There will be no fee for recording the intention to rent.

For Owners who rent their homes through the Ranch's Rental Management Program, the Rental Operations Department will perform all the requirements of this Policy, including the collection of Guest Access Fees.

#### **B. Payment of Guest Access Fees**

Owners are required to pay Guest Access Fees for any guest who is a Short-Term Renter. The Guest Access Fees will be assessed as a percentage of the Owner's Rental Revenue each quarter, at a rate recommended by Ranch Management and approved by the Board through the budget process. The current rate shall be published by the Rental Operations Department.

On a quarterly basis, the Ranch will send a reminder to Owners that may have incurred Guest Access Fees during the prior quarter ("Reminder"). The Reminder will notify each Owner that Guest Access Fees are due for all Short-Term Rentals. The Reminder will include information detailing how to pay the Guest Access Fees.

Within thirty days of receiving a Reminder, an Owner must provide documentation of their Rental Revenue for the prior quarter and submit the documentation and the Access Fees that are due to the Welcome Center.

#### **C. Enforcement and Schedule of Charges**

Guest Access Fees are levied against Owners rather than Short-Term Renters. If an Owner fails to record a property in the Rental Database prior to renting it as a short-term rental, or fails to pay any Guest Access Fees when due, they will be subject to a schedule of charges, a lien upon their property, and any other enforcement actions available to the Ranch under its governing documents or applicable law.

1. If an Owner fails to record a property in the Rental Database prior to renting it as a short-term rental or fails to pay any Guest Access Fees due within thirty days of a Reminder, they will receive a notice of non-compliance ("First Notice") and will be fined \$50.
2. If an Owner fails to pay all amounts due under the First Notice within thirty days of the date it is issued, they will receive a second notice of non-compliance ("Second Notice") and will be fined an additional \$500.
3. If an Owner fails to pay all amounts due under the Second Notice within thirty days of the date it is issued, the Ranch will record a notice of lien against the property for the unpaid fines and provide notice to the Owner, in accordance with Section 1.5 of the Rules and Regulations and Section 9.3 of the Master Design.
4. All amounts due will accumulate interest in accordance with Section 9.5 of the Master Design.

Any modification to the schedule of charges shall be approved by the Board as an amendment to the Access Policy.

#### **D. Appeal**

An Owner may dispute any charge imposed under the Access Policy by filing an appeal in accordance with Section 1.6 of the Black Butte Ranch Rules and Regulations. Any notice to an Owner imposing such a charge, including a First Notice or Second Notice, shall advise the Owner of the right to appeal.

## **Addendum A**

### **2.1 ACCESS POLICY**

#### **1. PURPOSE:**

Black Butte Ranch is a planned community, comprised of private ways, private areas, common areas, special use areas, semi-public recreational or service areas, resort properties, and miscellaneous properties. Except for private areas, title to all land within the Ranch must be held by the Black Butte Ranch Association ("Association"), a subsidiary of the Association or the Black Butte Ranch Fire Protection District. The general public is permitted to use Association properties in accordance with the Black Butte Ranch Master Design, amended and restated May 3, 1997 ("Master Design"), these Rules and Regulations, and other governing documents of the Association.

Pursuant to Section 5.1 of the Master Design, the Association Board of Directors has the authority to adopt rules regulating the use of the Ranch's private ways, common areas (including the recreational facilities located thereon), semi-public recreational or service areas and special use areas. The purpose of the access policies contained herein is to regulate uses of those lands in a manner that promotes the general welfare of the Ranch community.

#### **2. ADMINISTRATION:**

This Access Policy is approved by the Black Butte Ranch Association Board of Directors and is incorporated into the Black Butte Ranch Rules and Regulations in accordance with and pursuant to the Black Butte Ranch Bylaws and Master Design, and Section 2.3 of the Rules and Regulations. The Ranch General Manager and/or the General Manager's designee(s) has authority to grant access to the Ranch in accordance with this Access Policy. No other individual, employee, or other person has the authority to provide access outside of those guidelines.

The Association's registration and access services for Owners, Lessees, and Registered Guests are provided through the Black Butte Ranch Welcome Center. Visitor access to the gated areas of Black Butte Ranch is contingent on approval at the Welcome Center, who will also provide the means of access (whether by transponder, proximity key card, PIN code, or otherwise) in accordance with the Access Procedures (as defined below). Any means of access that has been provided to a visitor may be deactivated from time to time to effectively establish ongoing authorized access.

All access approvals shall be recorded by the Welcome Center, and all access records shall be maintained by the Welcome Center in an accurate and timely manner so that in the event of an emergency these records are available to emergency personnel. The Welcome Center will maintain a database (the Registration Database) of Registered Guest nights by Owner property.

#### **3. DEFINITIONS:**

**Access:** Access is defined as express permission to enter onto Black Butte Ranch property, including the private ways, common areas (including the recreational facilities located thereon), semi-public recreational or service areas and special use areas.

**Gates:** Gates are defined as the four electronic Gates at (1) the Fiddleneck and MacAllister Road junction (Fiddleneck gate), (2) near the Community Center on Bishop's Cap Road (East Meadow gate), (3) Hawksbeard Road near the Big Meadow Golf Course (Big

Meadow gate), (4) Hawksbeard and Power Line Roads (Power Line gate) and (5) the gate at the garbage compound located at Section Five.

Guest Access Fees: Fees paid to Black Butte Ranch by an Owner on behalf of the Owner's Short-Term Renters as a condition of the Short-Term Renters' access to the Ranch.

Lessees: shall mean that person or persons occupying a unit in Black Butte Ranch subject to a formal, written lease agreement, the duration of which is at least 30 calendar days.

Motor Vehicle: A vehicle that is self-propelled or designed for self-propulsion.

Owner: "Owner" shall have the meaning as defined in Section 1.26 of the Master Design, and shall include the Owner's immediate family members, including spouse, children, grandchildren, parents, and grandparents, but not including siblings, as well as persons of close affinity or unrelated persons, who are simultaneously and lawfully occupying the unit within occupancy limits.

Ranch Pass: the gate pass and vehicle identification tag provided to each Owner, Lessee, and Registered Guest that will appropriately identify them as having access to the Ranch.

Register: Defined as the process of providing the appropriate identification for access to Black Butte Ranch.

Registered Guest: is a person or persons who have followed the procedures in this policy to obtain access to Black Butte Ranch. Registered Guests fall under one of the following categories:

- a. Guests of Owner/Lessee: those visitors to Black Butte Ranch pursuant to the invitation or with the permission of an Owner or Lessee, who are not paying a rental fee for their stay.
- b. Short-Term Renters: shall mean those visitors to Black Butte Ranch who are present on the Ranch subject to a rental agreement the duration of which is less than 30 calendar days.
- c. Business Guest: shall mean a person(s) who is in Black Butte Ranch for a business purpose at the invitation of the Black Butte Ranch Association, or its subsidiary, the Black Butte Ranch Corporation (includes, but is not limited to, business invitees such as dinner guests, industry associates, spa guests, golf guests, vendors and service providers who require access inside the gated and restricted areas of the Ranch).
- d. Vendors: consist of Black Butte Ranch Association and Corporation authorized vendors and service personnel and also vendors and service personnel as invited by owners.
- e. Special Service Providers: consist of authorized personnel operating special service and public service vehicles, including but not limited to police, fire, and utility vehicles.
- f. Employees: non-resident employees of Black Butte Ranch Association or Black Butte Ranch Corporation.
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2. If an Owner fails to pay all amounts due under the First Notice within thirty days of the date it is issued, they will receive a second notice of non-compliance ("Second Notice") and will be fined an additional \$500.
3. If an Owner fails to pay all amounts due under the Second Notice within thirty days of the date it is issued, the Ranch will record a notice of lien against the property for the unpaid fines and provide notice to the Owner, in accordance with Section 1.5 of the Rules and Regulations and Section 9.3 of the Master Design.
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