



**R-RANCH
IN THE SEQUOIAS
OWNERS' ASSOCIATION**

**RULES AND REGULATIONS
OF THE ASSOCIATION**

Adopted, published and enforced by the ROA
pursuant to paragraph 2 (i) of the
Declaration of Covenants, Conditions and Restrictions

December 2003

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**RULES AND REGULATIONS
FOR
R-RANCH IN THE SEQUOIAS
OWNERS' ASSOCIATION**

PREFACE BY BOARD OF DIRECTORS

In a civilized society, "Order in All Things" only comes about by self imposed regulations.

Therefore, for our security, protection of life and property, our enjoyment and comfort, and our great feeling that our property, **R-RANCH IN THE SEQUOIAS**, is well secured and cared for, we have established certain rules, regulations and policies to govern ourselves by, and are publishing them for your information. These rules are a combination of satisfactory current rules and well-conceived future rules.

These Rules replace and supersede all previously-published Rules, including the "Information Booklet" provided some owners when they purchased a deed.

We request all Ranch Users and their Guests observe these policies so we may ALL enjoy the facilities.

Board of Directors
R-Ranch in the Sequoias Owners' Association
December 20, 2003

R - RANCH VISION STATEMENT

R - Ranch in the Sequoias is on the land originally inhabited by the Tubatulabal Indian tribe, and later the site of the historic logging town, Johnsondale. After its closure, it was purchased, divided into 2500 shares and sold to individuals as R-Ranch. The current owners, while being a culturally diverse group, must embrace a common vision if this community is to remain the place we all felt drawn to originally.

Our vision for R-Ranch in the Sequoias is to preserve and enhance the following:

Its connection to history, nature and adventure through its rural mountain setting;

The town's rustic serenity set amongst the forest and its wildlife;

Its rugged depiction of the old west through Old Town's horses and wranglers;

The small community of owners and staff who provide a friendly, safe haven which helps foster group and family ties;

The opportunity to retreat from the rigors of fast city life to refresh and revitalize.

In order to maintain a vibrant community, we must develop positive relationships with the employees and the surrounding communities, and become valuable contributors to the area.

The right to share in the ranch experience, which comes with each ownership, also brings with it the obligation to participate in restoring, preserving and maintaining our property, so that our children and theirs may continue to enjoy that experience.

Our vision of the Ranch is not that of a resort which we run to and from, but, rather, that of a garden which we must tend in order for it to thrive.

DEFINED TERMS

The following are defined terms as used throughout this document

Adult:	An individual who is 18 years of age or older. (CFC §6501)
Association:	See “ROA” below
Associate Member:	The children of a Designated User shall, if they are under the age of 26, unmarried and also live in the same residence as the Designated User, be entitled to associate membership in the Association. A spouse or domestic partner, if not a joint owner of an interest, shall be an Associate Member.
Biannual:	Twice a year.
Biennial:	Every two years.
Boat / Vessel:	Every description of watercraft, other than a seaplane on the water or a floating home, used or capable of being used as a means of transportation on the water. (Harbors and Navigation Code §500(e).)
Camp/Tent Trailer:	A vehicle designed to be used on the highway, capable of human habitation for camping or recreational purposes, that does not exceed 16 feet in overall length from the foremost point of the trailer hitch to the rear extremity of the trailer body and does not exceed 96 inches in width and includes any tent trailer. (CVC §242)
Camper:	A structure designed to be mounted upon a motor vehicle and to provide facilities for human habitation or camping purposes. (CVC §243)
CC&R's:	The document called “Declaration of Covenants, Conditions and Restrictions” as recorded by the developers of R-Ranch.
CFC:	California Family Code.
CVC:	California Vehicle Code.
Day Use Hours:	From 8 a.m. to 8 p.m. on any particular day, and does not include an overnight stay.
Designated Use Period:	The duration of time that a person is a Designated User.
Designated User:	The one person designated by an Owner as the only person authorized to have the rights of use and enjoyment of the R-Ranch, as part of that Owner's deeded Interest. [CC&R's 4(a)]

Domestic Partner:	An adult who is not legally married to the Designated User, resides in the same household with the Designated User, is not a blood relative of the Designated User and share a committed relationship with the Designated User similar to a licensed marriage.
Fifth-wheel Travel Trailer:	A vehicle designed for recreational purposes to carry persons or property on its own structure and so constructed as to be drawn by a motor vehicle by means of a kingpin connecting device. (CVC §624)
Group:	More than 6 guests visiting with a Designated User at the Ranch on the same day or night.
Guest:	Any person or persons invited onto the Ranch by a Designated User or an Associate Member. (CC&R's Definitions)
H&S:	California Health and Safety Code.
House Car:	A motor vehicle originally designed, or permanently altered, and equipped for human habitation, or to which a camper has been permanently attached. (CVC §362) Commonly called a "motor home".
Interest:	An Owner's ownership interest in R-Ranch, Consisting of a 1/2500 undivided fractional interest as tenant-in-common with all other owners.
Manufactured Home:	A manufactured home, as defined in Section 18007 of the Health and Safety Code. A commercial coach, as defined in Section 18001.8 of the H & S Code, a mobile home, as defined in Section 18008 of the H & S Code, a factory-built housing, as defined in Section 18971 of the H & S Code, and a trailer coach which is in excess of 102 inches in width, or in excess of 40 feet in overall length measured from the foremost point of the trailer hitch to the rear extremity of the trailer. (CVC §387)
Minor/Minor Child/Minor Children:	Individuals who are under 18 years of age. (CFC 6500) (Excluding all references to the eligibility of an individual as an Associate Member/Associate User.
Mobile home:	A structure as defined in Section 18008 of the H & S Code. A mobile home is a trailer coach which is in excess of 102 inches in width, or in excess of 40 feet in overall length measured from the foremost point of the trailer hitch to the rear extremity of the trailer. (CVC §396)

Motorcycle:	Any motor vehicle having a seat or saddle for the use of the rider, designed to travel on not more than three wheels in contact with the ground, and weighing less than 1,500 pounds. (CVC §400)
Motor Truck:	A vehicle designed, used or maintained primarily for the transportation of property. (CVC §410)
Motor Vehicle:	A “Motor Vehicle” is a vehicle that is self-propelled. (CVC §415)
Owner(s):	A person or persons (or in the case of a corporation, its designee) whose name(s) appears on a Deed of Interest to R-Ranch in the Sequoias.
Park Trailer:	A trailer designed for human habitation for recreational or seasonal use only, that meets all of the following requirements: <ul style="list-style-type: none"> (1) It contains 400 square feet or less of gross floor area, excluding loft area space if that loft area space meets the requirements of subdivision (b) and Section 18033. It may not exceed 14 feet in width at the maximum horizontal projection; (2) It is built upon a single chassis; (3) It may only be transported upon the public highways with a permit issued pursuant to Section 35780 of the Vehicle Code. (H & S §18009.3(a))
Passenger Vehicle:	Any motor vehicle, other than a motortruck, truck tractor, or a bus, as defined in Section 233, and used or maintained for the transportation of persons. The term “passenger vehicle” shall include a house car. (CVC §465)
Quiet Time:	From 10:00 p.m. until 9:00 a.m. (and from 10:30 p.m. on Fridays and Saturdays). The start of Quiet Time is extended to Midnight, but only to the area around the Dance Hall on dance nights.
Reserving Designated User:	The Designated User who makes a reservation.
ROA:	R-Ranch in the Sequoias Owners’ Association, the California non-profit mutual benefit corporation that operates R-Ranch for its members (Owners).

- RV: A "Recreational Vehicle" means both of the following:
- (a) A motor home, travel trailer, truck camper, or camping trailer, with or without motive power, designed for human habitation for recreational, emergency, or other occupancy, that meets all of the following criteria:
 - (1) It contains less than 320 square feet of internal living room area, excluding built-in equipment, including, but not limited to, wardrobe, closets, cabinets, kitchen units or fixtures, and bath or toilet rooms.
 - (2) It contains 400 square feet or less of gross area measured at maximum horizontal projections;
 - (3) It is built on a single chassis;
 - (4) It is either self-propelled, truck-mounted, or permanently towable on the highways without a permit;
 - (b) A park trailer. (H & S §18010)
- A Recreational Vehicle may also be any of the following: campers; fifth-wheel travel trailers; house cars; slide-in campers; or trailer coaches.
- Season: May 15th through and including September 15th.
- Share:
undivided A deed to R-Ranch in the Sequoias conveys a 1/2500th interest in the Ranch. Each deed, or Interest, conveys a single, automatic membership in the ROA. Each membership is assigned a number, and the membership and Interest is referred to as a "Share."
- Slide-in-Camper: A portable unit, consisting of a roof, floor, and sides, designed to be loaded onto, and unloaded from, a truck and designed for human habitation for recreational or emergency occupancy. "Slide-in camper" means a truck camper. (H&S §18012.4)
- Storage: The leaving behind of a Designated User's personal property in a ROA-approved area after the Designated User and their party have vacated the Ranch after completing a reservation period.
- Storage Vehicle "Use": The period when a Utility Trailer is moved from the storage area and used or utilized by the Designated User on-site, whether on a RV or cabin site.
- Trailer: A vehicle designed for carrying persons or property on its own structure and for being drawn by a motor vehicle and so constructed that no part of its weight rests upon any other vehicle.

Trailer Coach:	A vehicle, other than a motor vehicle, designed for human habitation or human occupancy for industrial, professional, or commercial purposes, for carrying property on its own structure, and for being drawn by a motor vehicle.(CVC §635).Also commonly called a travel trailer.
Unit:	Each of the resident facilities constructed or to be constructed on the Property; including all of the cottages, RV sites and the campsites.
Use Period:	The time period during which a Designated User has reserved the use of a cabin or site in accordance with reservation procedures or when a cabin or site is occupied on a space-available basis. (CC&R's Definitions)
Utility Trailer:	Any trailer or semitrailer used solely for the transportation of the user's personal property and that does not exceed a gross weight of 10,000 pounds. (CVC §666-repealed section) This definition includes trailers used for transporting horses.

Section 1
GENERAL ASSOCIATION INFORMATION

A R-Ranch in the Sequoias Owners' Association Functions

- (1) For questions that are not covered in these Rules and Regulations, or the Declaration of Covenants, Conditions & Restrictions or the By-Laws of R-Ranch in the Sequoias, contact the R-Ranch in the Sequoias Owners' Association ("ROA") as follows:

R-Ranch in the Sequoias Ranch Owners' Association
HC 1 Box 104
Kernville, California 93238-9602
760/376-3713
760/376-4145 (FAX)

- (2) Your Association receives the Owner's assessment payments either in person at the Association office or by mail to the above address. The Association issues your identification cards once assessments are paid. Your Association also publishes and distributes the Newsletter, collects fees and guest passes and issues guest riding passes. (Payments on the purchase of your deed should NOT be sent to the Association; they must be sent to the address on your statement.)

B Loss or Damage to Property

R-Ranch in the Sequoias Owners' Association is not responsible for any loss or damage to property owned by the Owners and Designated Users, their Associate Members or their Guests.

C ROA Imposed Fines

ROA may impose fines as follows: First offense, \$25.00; second similar offense within 12 months of first offense, \$50.00; third similar offense within 12 months of first offense, \$50.00 and possible 90-day suspended use of Ranch. The Owner and their Designated User will be notified of the imposed fine or penalty by mail and will have the right to appeal it per Article III of the By-Laws.

D Appeal Process for Fined or Suspended Designated Users

An Owner or their Designated User may appeal a pending fine or suspension to the Board of Directors. The pre-hearing appeal must be in writing to the Board. The Board will review the written appeal and follow the procedure specified in the CC&R's and re-stated in the By-Laws and outlined below.

- (i) Fine and/or suspension will be supported by majority vote of a quorum of the Board of Directors;
- (ii) A hearing on the penalty or suspension will be set by the Board, to occur fifteen or more days before the penalty is to take place;
- (iii) The Owner and their Designated User will be given notice of the pending imposition of the penalty, which will be sent by first class or registered mail to the Owner and their Designated User not less than ten days before the hearing;
- (iv) The Notice will tell the Owner and their Designated User the date, time and place of the meeting, the alleged nature of the violation giving rise to the fine and/or suspension, the fact that the member may request the matter be heard in executive session and that they may oppose the penalty either in person or in writing;
- (v) Written notice of the Board's decision regarding the penalty shall be given the Owner and their Designated User by personal delivery or first class mail;
- (vi) The decision of the Board resulting from the hearing will be final;
- (vii) For severe disciplinary situations, the Board may vote to send the matter to arbitration;
- (viii) The Board and the Owner and their Designated User may elect to submit the dispute to a mutually-agreeable form of alternate dispute resolution, such as arbitration or mediation, pursuant to California Civil Code section 1354(b). The cost of such alternate dispute resolution shall be borne by both parties.

Section 2
R-RANCH IN THE SEQUOIAS OWNERS

A Owners are Members

Owners of an interest in R-Ranch in the Sequoias are because of that ownership also members of the R-Ranch in the Sequoias Owners Association.

B Designated Users

There is only one Designated User per interest, usually the Owner. [CC&R's ¶ 4 (a)] Where an Interest (deed) is recorded with more than one person's name, there shall be only one Designated User per interest (deed).

C Owners who are not the Designated User

When an Owner declares someone other than themselves as the Designated User of their R-Ranch interest, the right to use the R-Ranch transfers from that Owner and their related Associate Owners (family) to the Designated User and their family. [CC&R's ¶ 4(a)]

Married Designated User—May be a husband or wife, and either may stay separately or together.

Single Designated User—May have a domestic partner (no guest fee required);

Owners may re-designate the Designated User on an annual or bi-annual basis. The Ranch may impose a small processing fee for bi-annual changes to the Designated User to cover the cost of re-issuing ID cards. When changing the Designated User (and Associates), all ID cards previously issued for that share must be turned in to the ROA before the new ID cards will be issued. This rule applies to Owners as well as non-owners.

An Owner who is not the Designated User for a share may call the ROA and obtain a temporary one-day ID card to allow that Owner to attend Association business conducted at the Ranch.

D Associate Members

Persons qualifying as an associate member shall be entitled to only a single associate membership.

An Associate member, unless they are the Designated User's domestic partner, lose their ownership rights upon their 26th birthday, and will require Designated User accompaniment after that date (treated as a guest).

When the Designated User is an unmarried person and has designated another adult of their household as an Associate Member, the children of either the Designated User or the adult Associate Member, not both, shall be entitled to associate memberships in the Association. [CC&R's ¶ 4(a)]

Associate member identification cards are obtained at the Association office. Identification must be presented at that time to show that the Associate member resides in the same household as the Designated User parents. Associate Members may be required to show proof of residence from time to time.

E Designated User and Their Associates' Use of Ranch

Designated Users and their Associate Members are entitled to the use of all Ranch facilities year round.

F Associates Use of Ranch without Designated User

Designated User's Associate Members are entitled to the use of R-Ranch in the Sequoias without Designated Users being on the Ranch, under the following conditions:

- (1) 16 years of age – cannot be on the Ranch without the adult Designated User
- (2) 16 years of age but not yet 18 – DAY USE HOURS ONLY;
- (3) 18 years of age but not yet 26 – overnight stays permitted;
- (4) Domestic Partners – same use as Designated User.

G Owner's Financial Responsibility

Owners are financially responsible for assessments, fees, fines and all damage incurred by the Designated User, Associate Members, members of their family or Guests and for the actions of Designated Users, Associate Members, members of their family, Guests and Guest's children.

Owners must be current on any and all financial obligations to the ROA before a reservation (or Use of the Ranch) is granted to the Designated User for that Owner's interest. Such financial obligations include all of those incurred by Owners with multiple interests (shares).

Section 3 GUESTS

A No Designated User, No Guests

Guests may NOT use the Ranch unless they are accompanied by a Designated User. Guests may not stay on the Ranch without the Designated User also being on the Ranch.

B Guest for Single Ownership

A designated User who does not have a spouse or domestic partner, is entitled to bring one Guest to the Ranch on each visit without being subject to a guest fee.

C Guest Medical Releases

Designated Users who bring any minor child to the Ranch as a guests for whom they are neither parent or legal guardian and the minor is visiting without the minor's parents or legal guardian must have a medical release form signed by that minor's parent or legal guardian. Forms may be requested in advance from the ROA office. The signed form must be left with the security guard at the gate upon entry and payment of guest fees.

D Owners/Designated Users Responsibility for Guests

Owners/Designated Users are financially responsible for any damage incurred by their Guests and Guest's children. See paragraph **2G**.

E Guest Fees

A fee, set by the Board of Directors, on a per Guest per day basis will be charged to each Designated User bringing Guest(s) to the Ranch. The Designated User must prepay guest fees for all confirmed Guests' entire reserved period, whether the Guest(s) show up or not. For purposes of this fee, a day will consist of any Ranch use that includes an overnight stay. Payment of this fee must be made prior to or immediately upon the Designated User's arrival at the Ranch for that stay., Designated Users refusing to pay for all confirmed Guests will be denied entry onto the Ranch.

F Guest Fees for Day Use

A Designated User bringing or inviting Guests to the Ranch will not be charged "overnight" or full guest fees as long as the Guests check-in after Day Use Hours begin and check-out before Day Use Hours end. The guest or group fee for day use of the Ranch is set by the Board of Directors.

G Guest No-Shows

The Designated User shall be responsible for guest fees for only the first night for all Guests who do not show up – over-payment for the second night onwards will be refunded upon request at the ROA office after a Guest's no-show status has been confirmed with Security.

ALL MONIES RECEIVED FROM GUEST FEES AND GUEST RIDING DONATIONS GO TO OFFSET EXPENSES AND PAY FOR IMPROVEMENTS.

H Guest Fee Exceptions

No guest fees are required of Guest's children not having reached their 7th birthday and Owner's grand-children under the age of 16.

I **Designated User/Caregivers**

Designated Users who are Caregivers for live-in, elderly parents may apply to the Ranch Manager for a guest fee waiver for those parents.

J **Guest Use Restriction**

R-Ranch in the Sequoias was created primarily for Designated User's enjoyment. Should facilities become overcrowded due to the excessive use of guest privileges, limitations on the number of Guests using the ranch may have to be imposed.

K **Special Group Use Policies**

(1) **Group Cabins**

The three group cabins are assigned by the ROA based upon availability. All parties—Guest, Designated User and Associate Members alike—must have a bed space available to them.

(2) **Group Use Limits**

There shall be no Group use of the Ranch from two weeks prior to Memorial Day until two weeks after Labor Day. At all other times, there shall be no more than three (3) Groups at any one time on the Ranch.

(3) **Adult Supervision**

A Group using the Ranch must maintain a ratio of not less than one adult for every five minor children.

(4) **Violations of Rules**

Should any member of a Group using the Ranch violates these Rules, the responsible Designated User may be barred from making a Group Reservation for up to 18 months.

**Section 4
GENERAL RANCH RULES**

A Check-in/Vacating Hours

Check in time is 2:30 p.m. Monday through Saturday and 5:00 p.m. on Sunday. Vacating time is 12:00 p.m. noon Monday through Saturday and 2:30 p.m. on Sunday. Vacating means ceasing to occupy your cabin, campsite or R.V. and informing Security of that fact. You may continue to use the Ranch facilities for the remainder of the day before checking-out.

B Designated User Identification Upon Checking In

Designated Users and Associate Members must present their I.D. Cards upon check-in, otherwise they will be treated as Guests. A Designated User or Associate Member arriving without their Ranch I.D. card will be required to leave their current driver's license as a deposit with Security until the Designated User status can be verified by the ROA office and a temporary card issued.

C Checking Out

All Designated Users and Guests are required to check out with Security as they leave the Ranch at the end of their stay.

D Late Vacate

If a Designated User, Associate Member or Guest vacates later than the effective vacate time, the Designated User will be fined according to the fine schedule in paragraph **1C**.

E Length of Stay

Designated Users, Associate Members and their Guests may stay at the Ranch in:
Cabins and ROA trailers – up to 14 days;
Campsites – up to 30 days;
Designated User R.V.'s – up to 14 days guaranteed (up to 30 days, space available basis-see paragraph **8E**, **8G** and **8F** for details).
Designated Users and Associate Members:
May not stay overnight for the 7 days between any reservations (See 7-day Off-Ranch Rule);
And may not stay overnight for 7 consecutive days in any 37 day period.

F Curfew

Minors must be in cabins or RV's or accompanied by parents or guardians after 10:45 p.m. Sunday through Thursdays, and after 11:45 p.m. on Fridays and Saturdays.

G Children

Children are a joy to those of us that have children and grandchildren, as well as to many who do not. We must remember, however, that many Designated Users enjoy the ranch for its peace and quiet. Therefore, we must insure that our children and grandchildren respect this right of peace and quiet of other Designated Users.

H Automobile Emergencies

Tire chain service and auto mechanic work (for emergencies only) are available for a fee. Please contact the ROA office to get a work order.

I Excessive Noise Prohibited

Most Designated Users come to the Ranch to enjoy its peace and quiet. It is prohibited for any Designated User, Associate Member or Guest to make, cause or continue to make or cause any disturbing, excessive or offensive noise which would intrude upon the peace, comfort and quiet of adjacent Designated Users (or would cause discomfort or annoyance to a reasonable person of normal sensitivity). Designated Users, Associate Members and Guests who are unable to voluntarily adhere to this rule will be requested to stop making disturbing, excessive or offensive noises completely for the duration of their stay. This rule applies on to the cabin, camping an RV areas, and an exception is made for Ranch sponsored events, such as dances and bingo.

J Septic System

Be sure to bring enough toilet paper for your family (or you can buy it at the country store) and make sure it is 1-ply so we can keep our septic systems functioning.

K Fishing and Wildlife

No license required for fishing in R-Lake. There is a 3 fish limit. Catch and release if you are not eating caught fish. Bass must be 14 inches or longer to keep. Chumming is no allowed. Anyone found with more than 3 fish, or bass under the Ranch size limit, will be fined.

L Smoking

There is no smoking in any Ranch common building, cabins and ROA trailers.

M Quiet Time

Quiet time on the Ranch must be observed for the mutual enjoyment of everyone. Those who wish to “party” later than those times, must see the Ranch Manager, in advance, to arrange the use of the designated “party areas” on the ranch.

N Waste Dumping

State and County health regulations prohibit dumping of **ANY** waste water on the ground.

O Off – Road Vehicles

The use of motorized off – highway vehicles (ATV’s, OHV’s, snowmobiles, dirt bikes, etc.) is prohibited on all R – Ranch property, except for travel between a cabin, RV site or campsite and destinations on Sequoia National Forest / Monument property. Recreational or point-to-point travel solely on Ranch property is not allowed.

P RV and Utility Trailer General Requirements

Designated Users must be current with all ROA assessments, fees and fines. The vehicle must be road worthy. Lights must be in working order and tires must be inflated. A California license plate with current registered tags must be visible or kept on file in the ROA. RV’s (of any classification) must be registered in operational status and that registration must be in the name of the Designated User who owns the vehicle. (State law requires RV’s to be registered in operational status.) RV’s (of any classification) can no longer be used solely to store personal items. All Designated Users must maintain the appearance of their vehicles and site. The exterior of the vehicle must be well maintained, including paint, windows, doors, and without extensive damage. Bicycles and other property must be stored completely inside the vehicle after the Use Period has ended. The vehicle owner’s Share Number must be visible on the front of the vehicle, in permanent signage. There must be a Liability Release, signed by the Designated User, on file in the ROA office for every RV placed on a site or Utility Trailer kept in Ranch storage.

Q R.V. Generators

There will be no running of RV generators in the Cabin area or RV Park, **EXCEPT** in the case of a power failure.

R Unused Utility Trailer in Storage

If you have a utility trailer in storage but do not use it, you are requested to move it off the Ranch to make room for utility trailers that are being used by Designated Users. A reminder of state law – a trailer must always have current D.M.V registration. If your utility trailer is not registered, you are subject to D.M.V. penalties. If a Designated User does not move and use their utility trailer for a period of one (1) year, it must be removed from the ranch. If a utility trailer is not used for that one (1) year period and not removed from the Ranch after that year, it will be considered deserted by its owner, and will then be subject to removal and disposal by the Ranch. A non-Owner Designated User may only store a utility trailer for the length of their Designated Use Period. The Owner of the share will be responsible for the removal of any property or vehicle of the Designated User left on the Ranch at the end of their Use Period.

S Storage of Personal Property

The storage of a Designated User's personal property on the Ranch is permitted only by prior written permission of the Board of Directors or while located completely inside a utility trailer that has passed inspection. RV's placed on a site pursuant to the Conditional Use Rules are not considered "in storage." This policy will be enforced to the full extent the law allows and periodically reviewed. Storage on the Ranch of the personal property of any Guest is prohibited.

T Prohibited Storage

There will be no storage of any of the following articles on Ranch property by a Designated User:

Aircraft; passenger vehicles **of any kind** (cars or vans); camp/tent trailers; campers; fifth-wheel trailers; house cars; manufactured homes; motor trucks; motorcycles; park trailers; trailers; trailer coaches; or watercraft **of any kind** (boats, vessels, jetskis, canoes, etc.). Storage of the following will be permitted when it adheres to policy:

Utility trailers.

Section 5 RESERVATIONS

A Plan Ahead

Designated Users must make reservations in advance to assure accommodations. If the Ranch is full for the period desired, the Designated User may be put on the stand-by list.

B First Come, First Served

All accommodations are subject to prior reservations. Each Designated User has equal rights to these facilities; therefore, reservations must be accepted on a "FIRST IN" priority basis.

C Regular Reservations Rules

Reservations may be first made starting one calendar month prior to the desired beginning date. Reservations for May 31st, October 31st or December 31st may be made on the 30th of the prior month.

Reservations must be made ONLY BY Designated Users, and each Designated User must make his own reservation. Your R-Ranch in the Sequoias ID number must always be given with your reservation.

Call-in for reservations is daily from 9:00 a.m. to 4:00 p.m.

Confirm your reservation on the third day prior to your arrival date; (i.e. Friday arrivals confirm on Tuesday).

You must be checked out and off the Ranch before you may make another reservation.

You may not have 2 reservations at the same time unless there is a board meeting and one reservation is for the night before or after the board meeting, or you have a "day-of" reservation.

D Reservations not Confirmed

If a reservation is made but not confirmed, the reserved cabin or site will be offered, in order, to the Designated Users on the stand-by list. Designated Users arriving at the Ranch without confirming their reservations may be denied an overnight stay, depending upon cabin, ROA trailer or site availability.

E "No Show" Confirmed Reservations

If a reservation is made and confirmed, but the Designated User or Associate Member fails to arrive without notification, the Designated User will be assessed a fee of \$20 plus Guest Fee Penalties and lose Ranch privileges until the fees are paid.

F Cabin Stand-by, ROA Trailer Reserved

A Designated User may also be put on the cabin stand-by list if they accept a confirmed reservation for an ROA trailer.

G One Share, One Reservation

Designated Users must limit themselves to reserving one cabin or R.V. site.

H "Day-of" Reservations

If a Designated User or an Associate Member already has a reservation on the books, they may call the morning of the day they wish to arrive at the ranch without forfeiting the future reservation, as long as there are seven (7) days between overnight stays.

I 7-Day Off-Ranch Between Stays

Designated Users and Associate Members must be off the Ranch for a minimum of seven (7) days and nights between overnight stays and cannot make a reservation that begins less than seven (7) days after a preceding reservation has ended.

J Board Meeting Reservation Rule

This rule waives the “7-day Off Ranch” and “No Two Reservations” rules regarding reservations made specifically for attendance at a Board meeting. Requirements are that:

- 1) the reservation is for the night prior to and/or a night following the meeting;
- 2) the Owner informs the office that the reservation is for attending a Board meeting;
- 3) the reservation is limited to Owners and Associate Members (no Guests); and
- 4) the reservation is granted on a space-available basis.

Owners who are not the Designated User, see paragraph **2C** for Ranch Pass information.

K R.V. Park / The Old Mill Site Reservations

The R.V. reservation system is as follows:

(1) Reservation Procedure

RV spaces may be reserved in the same manner as cabins are reserved. When calling to confirm your site reservation, RV owners should also confirm the space in which the RV was placed, in case the RV was placed, for good reason, in a different site from the site originally reserved.

(2) Reserve Only What You Will Use

Spaces may be reserved for up to 14 days (up to 30 days, space available – see paragraphs **8E, 8F and 8G** for details), however it is requested you make your reservations for only as long as you plan to stay, so as to allow more room for others if you do not plan on using your RV.

(3) ROA R.V. Length of Stay, Leaving during Stay

The maximum length of stay in ROA Trailer is 14 days per visit. There must be a one-week (7 day) break between stays in an ROA RV regardless of the length of stay. ROA RV's left vacant for more than 24 hours may be made available for other Designated Users' use. (See **Planned Leaves during Stay** section **6I** for exception.)

L Group Reservations

(1) Reservation Procedure

A Designated User wishing to make a Group Reservation must collect all of the required information contained in the Application for a Group Reservation, in advance. The Application must be submitted so that the request can be reviewed by the appropriate entity and a determination made no later than thirty (30) days prior to the intended stay. If approved, a Group Reservation must then be made using the normal reservation process.

(2) Group Reservation Review

Application(s) for Group Reservation of up to twenty (20) people require the approval of the Ranch Manager. Approval of Applications for Groups of over twenty (20) people, or for Group Use of a site in the RV Park / Old Mill Site, requires a majority approval by the Board of Directors.

(3) Submission of Application for Group Reservation

Application(s) for Group Reservation must be submitted to the ROA office according to the following time limits:

Thirty (30) days before the date the reservation is to be made, if approval is by the Ranch Manager; or

If Board approval is required, the Application submission must be two weeks prior to the Board Meeting immediately preceding the date the Designated User plans to make the reservation --- taking into consideration that the Designated User must allow enough time to be informed of an approval and then to make the reservation through the normal reservation system, a maximum of 30 days in advance of the planned stay.

(4) One Application at a Time

There can be only one pending Application for Group Reservation per Designated User (per share number) at one time.

An Application is no longer pending if:

the Application has been denied; or

the Designated User cancels the Application, in writing, prior to making the reservation; or

the Designated User cancels the reservation prior to arrival for the Group stay; or upon the conclusion of the Group's stay on the Ranch.

(5) Group Participant List

A Designated User with an approved Group Reservation must, at the time of making the reservation, supply the ROA with a list of the names of all Group participants. If any Group participant is a minor, the list must also reflect the age of every Group participant, adult and minor alike.

(6) Group Campsites

The Ranch Manager may deny an Application for Group Reservation of a campsite if the number of participants exceeds the capacity of the campsite or of the available bathroom facilities.

Section 6 CABINS

A Double vs. Single Occupancy

Certain cabins may be designated for use by up to two (2) unrelated families consisting of Designated Users, their Associate Members and their Guests, as determined necessary by the Association.

B Occupancy Limit

The number of Designated Users, Associate Members and Guests occupying a unit cannot exceed the number of beds in the unit plus the normal number of sleeping accommodations in a RV or tent placed next to the cabin by the Designated User or their Guests (up to but not exceeding six (6) additional occupants). (See Section 6C, below) This rule does not affect a group consisting solely of Designated Users and their Associate Members.

C Trailer or Tent Next to Cabin

One (1) RV or one (1) tent may be placed in the assigned area next to a qualified cabin provided the RV or tent does not exceed the designated size limits already set for that cabin by the ROA. The RV or tent must not extend onto the roadway and sufficient space must exist between that cabin and the surrounding cabins to prevent crowded conditions. Check with the ROA for the size limits for each qualified cabin.

If an RV is to be electrically connected to a cabin, it can only be connected to the cabin's external outlet, using the manufacturer's cord, and without any electrical connection to the interior of the building.

RV's and tents placed next to a cabin and may be spot-checked for compliance with Sections B and C.

D Leaving Cabin Empty and Clean

Designated Users must always remove their personal property from cabins and leave the cabin in a neat, clean condition. If a Designated User leaves a cabin "dirty" upon vacating, they will be fined according to the fine schedule in paragraph **1C**.

E No Pets in Cabin Area

Although most of our pets are well-behaved and housebroken, a few may not be or may forget these "manners" in a strange environment. Therefore, in order to insure the comfort of all our Designated Users, NO pets are allowed in cabins or the cabin area. Designated Users or Guests disregarding this policy will ALL be asked to leave the ranch immediately and the Designated Users will be fined.

NO PETS. The Ranch complies with the ADA requirements at they regard service animals. Check with the ROA in advance of making a reservation for the cabins set aside for this purpose and additional information.

F Posted Policies

In order to maintain R-cabins as our home away from home, a few common sense policies apply and are posted in each cabin. Designated Users, Associate Member and Guests are reminded to observe these policies and to control and supervise themselves and their children.

G Inspection of Cabin upon Arrival

Designated User is responsible for inspecting the reserved unit and reporting any damage or missing items to Security. The ROA office is responsible for billing for damage or missing items.

H Leaving during Stay

Cabins left vacant for more than 24 hours will be made available for other Designated User's use. All personal belongings will be identified, removed and stored for the Designated User, for a modest fee. Valid emergencies requiring Designated Users to leave the Ranch for more than 24 hours, and where the Designated User intends to return, will be handled on a case-by-case basis. Contact the ROA to arrange a waiver.

I Planned Leaves during Stay

For those Designated Users who wish to use the Ranch as a "base" from which they can explore and take extended absences, the ROA will reserve for them an ROA trailer that may be left vacant for up to 72 hours (3 days). All other reservation and use policies will remain in effect. You must make this request when making your reservation. When leaving the Ranch to explore, you must inform security of your departure and your expected date of return. They can then lock and unlock the trailer.

**Section 7
CAMPGROUNDS**

A Use

Campgrounds are intended to be used for tent-style camping. RV's are not permitted.

B Stay Limit

Designated Users, Associate Members and their Guests may occupy a campsite for a period of 30 days per visit. An absence of one week (7 days) is required between visits, regardless of the length of stay. Campers must remove all personal property from their campsite upon departure.

Reminder: "THE MARK OF A GOOD CAMPER IS TO LEAVE NO MARK."

Section 8
RECREATIONAL VEHICLE PARK - THE OLD MILL SITE

These rules apply only in an under – utilized RV Park, and are subject to change as utilization increases.

A Conditional Use Agreement

Designated Users placing an RV on a Conditional Use site (see paragraph **8E**, **8F** and **8G** that follow) must have a signed Conditional Use Agreement on file in the ROA office. The ROA will make a reasonable attempt to give seven (7) days notice to the Designated User prior to moving their vehicle, if for a non-emergency reason.

B Vehicle Condition Checklist

Every RV or utility trailer brought onto Ranch property must meet, and continue to meet, minimum standards of maintenance and condition. These standards are listed in the Vehicle Condition Checklist, a copy of which will be provided to a Designated User or Guest upon request. Inspection of this vehicle must be made by the Ranch Manager, or the Manager's designee, within 48 hours of the vehicle's arrival on the property.

A vehicle that fails to meet the minimum requirements, per the checklist, must be removed from the Ranch by its registered owner and may not return until it can comply with the checklist.

C Initial Vehicle Inspection

RV's and utility trailers arriving for the first time (never inspected) or that were already on Ranch property when this rule was adopted, ad allowed a "grace period" after failing an initial inspection. Grace periods are as follows:

RV's and utility trailers already on the property:

Four (4) months

During this period these vehicles must be brought up to the checklist standards and inspected again. RV's and utility trailers that are not brought up to the checklist standards within the grace period following the initial inspection must be removed from the Ranch by their registered owners, or be subject to removal and off-site storage by the Ranch, at the registered owner's expense.

RV's and utility trailers arriving for the first time:

One (1) reservation period

RV's and utility trailers that fail the initial inspection will be allowed to remain on the property for the remainder of that reservation period, only. Afterwards, these vehicles must be removed and are not allowed back onto the property until they can show that they meet the checklist standards. (A subsequent inspection may be requested by the registered owner if they make the needed repairs during that initial reservation period.) An RV or utility trailer found on the property after failing a subsequent inspection, and the subsequent inspection occurs during a following reservation period, may not remain on the property and the registered owner will be instructed to remove the vehicle immediately. Failure to remove the vehicle will subject it to removal and off-site storage by the Ranch, at the registered owner's expense.

D Subsequent Vehicle Inspections

RV's and utility trailers must be inspected on a biennial basis, to insure they continue to meet the checklist requirements. Should conditions warrant, the Ranch Manager may increase inspection frequency to an annual basis. Designated Users will be given a month's notice so to prepare for an annual or biennial inspection. Vehicles that fail the annual or biennial inspection must be removed from the Ranch and may not return until they can meet the checklist requirements.

E Basic Conditional Use

A Designated User may have conditional use of a site provided the following requirements have been met::

A Conditional Use Agreement is on file;

An approved Vehicle Condition Checklist for all RV's occupying the site is on file; and the RV must be used at least twice a year as habitation, not storage

Designated User must make Conditional Use space-available reservations. Following the reservation period, the RV must be left in a moveable condition (un-hooked from utilities, ready to roll).

F Extended Conditional Use

A Designated User may have extended conditional use of a site provided all of the Basic Conditional Use requirements have been met (see paragraph **8E**, above); and the site and its improvements are maintained during the season on a regular basis.

Designated User must make Conditional Use space-available reservations. Vehicle may stay connected to the utilities, subject to winterizing requirements.

G Adopt-a-Site Conditional Use

A Designated User may have conditional use of a site with Adopt-a-Site privileges provided all of the Basic Conditional Use requirements have been met (see paragraph **8E**, above); and a site plan of landscaping improvements and time-line for completion has been submitted, reviewed and approved by the RV Committee and Ranch Manager, and the site and its improvements are maintained on a monthly basis, weather permitting. Designated User must make Conditional Use space-available reservations. Vehicle may stay connected to the utilities, subject to winterizing requirements.

H Pets

Pets are allowed in Designated User RV's and ROA pet RV's only. Pets must be leashed when not inside a RV and cannot be left unattended during Ranch Quiet Hours. Designated Users and Guests must not allow their pets to "soil" other R.V. sites and must pick up after their pets. Pets are not allowed in the bath houses, and if leashed outside Ranch buildings must be tied so as not to interfere with people entering or exiting the building. Violations of any of these rules will subject the Owner to fines.

I R.V. Site Capacity

Each R.V. site is limited to the number of RV's and/or utility trailers approved by the Board of Directors for that particular site. The non-primary RVs and/or utility trailers must be removed from the site at the end of the reservation period.

Section 9
COMMUNITY CENTER

A Use

The Community Center is designated for use by the entire family. The Center consists of the Family Building, the Adult Building and the Teen Center, as well as the adjacent pool and court areas. The Adult Building is for persons aged 18 and older. The Teen Center is for persons from age 12 through 18.

B Community Center Attendant

A Community Center Attendant is on duty daily to oversee the Center and must be contacted for environmental control, T.V. programming, sports equipment or any problem arising in the Center area. The Centers' hours are posted on the door(s).

C Parking

Vehicles must be parked so as to not block access roads which must remain open for emergency vehicles. Also, do not park in the spaces by the community center designated for staff vehicles. Fines will be assessed for parking violations.

D Common Use

The Community Center, as with all Ranch facilities, belongs to you. When you leave the area, you must insure that it is left neat and clean for the next Designated User to use.

Section 10 SECURITY

R-Ranch in the Sequoias is a private ranch. Security guards are available to assist Designated Users, to protect Ranch property and to insure the orderly conduct of Designated Users, their Associate members and their Guests. (Security guards, when on duty, wear ID tags, security badges and uniforms.)

A R-Ranch in the Sequoias Designated Users ID Cards

Designated User and Associate ID cards must be carried at all times while on the ranch. When asked to show an ID card by a security guard or on-duty employee, you must do so. This procedure is for everyone's protection to insure that no outsider will use our RANCH.

B Entrance and Exit procedures

When entering the ranch, Designated Users must always have their ID cards and all Associate members' ID cards to show the gate security guard. When bringing Guests to the ranch, you must be prepared to pay the TOTAL costs of your Guest fees before arriving at the gate to expedite entrance to the ranch. When leaving the ranch be sure to check-out with the security guard at the gate.

C Guest ID Cards

When entering the ranch prior to a stay, all Guests must check in with security. After security confirms the payment of Guest fees, each Guest will be issued a Guest I.D. card. Guest I.D. cards are valid for only that stay. As with Designated Users, Guests must carry their Ranch Guest I.D. cards at all times while on the Ranch and show it to any employee upon request. Guest cards must be returned to security upon departure after a stay.

D Speed Limits

The speed limit on the Ranch is 15 miles per hour unless otherwise posted for Designated User's and their children's safety. You must adhere to these limits at all times (Be alert for children, horses, bicycles, etc.) Excessive speed violations are subject to fines.

E Lost and Found

A lost and found locker is maintained in the Family Building. Articles found may be given to the Center Attendant or a Security Guard.

F Disturbances

Report any disturbances or unusual events to Ranch security personnel.

Section 11 HORSES & STABLES

As R-Ranch in the Sequoias Owners, we provide a string of horses for the use of ALL Designated Users. Our wranglers have two major concerns: the safety and well being of our Designated Users, horses and the riding enjoyment of all of us. Accordingly, we must follow the guidance of our wranglers in the care, handling and riding of our horses. Should a disagreement arise, the matter must be taken to the Head Wrangler or, in his absence the Ranch Manager for final decision.

A Hours

Riding times are posted at the stables. For safety reasons, the stables will temporarily close when the weather becomes adverse (over 100°, below freezing, too muddy, etc.).

B Riding Attire

For the safety of all riders, proper footwear such as western/cowboy boots must be worn. Long pants and shirts with sleeves are highly suggested. Spurs are not allowed when riding on Ranch horses. All riders under the age of 18 will be required to wear riding helmets approved for equestrian use. Designated Users, Associate Members and Guests over 18 must sign a helmet waiver.

C ID Card & Passes

When you arrive at the stables to ride, be prepared to show you ROA ID card to the wrangler. If you do not have your Ranch ID Card, you may not be allowed to ride. Guests cannot ride without a Designated User or Associated Member.

D Hold Harmless Release Forms

Before horses can be assigned and ridden, riders must read and sign a release form at the stables. Parents must do this for their minor children. Designated Users bringing a minor child to the ranch must have that child's parent or legal guardian sign a release form in order for that child to ride. Forms are available at the stable or Association office. Forms may also be requested by mail by sending a self-addressed, stamped envelope to the Association office. Designated Users and Associated Members fill out release forms annually – Guests fill out one every stay. If questions arise, see your wrangler.

E Horse Assignments

Decisions regarding horse assignments, riding areas, etc. are at the discretion of the wrangler – his or her decision is considered final.

F Horses are Not...

Horses are not permitted in the campgrounds, RV Park, cabin areas, or other ranch facility areas except where designated to get to established riding trails. Horses are not to be run. Horses are not to be ridden around the lake.

G Trail Rides

Wrangler-supervised trail rides, overnight trail rides, hayrides, and Gymkhanas are scheduled periodically. If not listed on the activities flyer, Check the R-Ranch in the Sequoias Owner's Association bulletin boards or ask a wrangler for current schedules. Must be 10 years old and older to participate in guided rides.

H Ride Sign-up

Please see our "Trail Ride Policy" for current procedures on ride sign-ups. All riders must check-in at the Stables at least thirty (30) minutes before their scheduled ride time to complete paperwork and horse selection. Riders arriving late will be dropped from that ride.

I Guest Riding

Guests will only be allowed to ride if there are no Designated Users and Associate Members who wish to ride. Also, only two (2) Guest riders per day per Designated User. Guests will not be allowed to ride on Memorial Day, 4th. of July and Labor Day Holidays.

J Boarding

Subject to space availability, Designated Users may board their personal horses at the Ranch for a fee. Temporary and Monthly Boarding Agreements (including the current Boarding Rules) are available at the ROA office and must be completed prior to bringing the animal to the Ranch. Boarded horses must be ridden at least once a month or removed from the Ranch.

K No-Shows and Attire Non-Compliance

No-shows for reserved rides will be fined \$25.00. To avoid the no-show fine, have security radio the stable, or personally inform stable personnel, at least one hour prior to the ride.

**Section 12
SWIMMING**

A Hours

Pool and spa hours and swimming policies are posted at the pool. These policies must be read and adhered to by all pool users.

B No Lifeguards

There are no lifeguards on duty, therefore caution must be exercised by all swimmers. Children under twelve (12) years of age are not permitted in the pool area without a parent, guardian or responsible adult present.

C Pool & Spa Rules

Kiddie Pool is for children ten (10) years-of-age and under. Teen spa is for those 11-17 years, adult spa is for 18 and over. Fines will be assessed for violations of Pool or Spa Rules.

D R-Ranch Lake

Swimming in the R-Ranch Lake is prohibited.

**Section 13
ALCOHOL AND DRUG USE**

GENERAL STATEMENT OF POLICY:

R-RANCH IS A DRUG-FREE ENVIRONMENT.

If a Designated User, Associate Member or Guest is exhibiting unacceptable behavior estimated to be drug or alcohol-related they will be asked to voluntarily leave the Ranch when safe to do so. If they refuse, they will be informed that the ROA will call the Sheriff to handle the situation. The ROA reminds all Designated Users, Associate Members and their Guests that you must be 21 years of age or older to purchase, possess or consume any alcoholic beverage **anywhere** on the Ranch, and underage drinking will not be tolerated and will be reported to the Tulare County Sheriff.

All alcoholic beverages are prohibited in the pool, spa, Archery Range, Gun Range, Stables and all buildings in the Community Center.

