

**CLOUD COUNTRY CLUB, INC.**  
**RULES AND REGULATIONS**  
**October 10, 2015**

Pursuant to Article IX, Section 7, of the By-Laws, the Club Board of Directors hereby adopts the following Common Rules and Regulations (CCR/R's) for the operation, management, and control of the facilities and recreational areas for members.

1. **Dues and Fees:** All members are entitled to the use of the facilities/areas enumerated in paragraph 8 hereinafter.

The Annual dues are due July 1<sup>st</sup> of each year. Membership dues shall be paid in full (post marked) by July 10<sup>th</sup>.

Incoming first year members shall be charged prorated dues commencing upon their membership date, provided however, all such members shall pay a prorated minimum of one half of the annual dues.

2. **Membership:** Membership is as provided in Section 2 of Article 3 of the Corporation By-Laws. Only one family may use the Club membership. Multiple individuals, corporations, businesses, associations, partnerships, joint ventures, etc. which own a membership shall designate, in writing to the Club Secretary, one member as the user of the membership. Said designated user may be changed only upon the approval of the Secretary and upon payment of a transfer fee to the Club Treasurer.

An associate membership is available for immediate family members of Club members and for multiple owners. The annual dues for an associate membership shall be one half of the regular membership dues. Associate members will have no vote in the business affairs of the Club nor be eligible to serve on the Club Board of Directors.

3. **Assignment of Membership:** Upon sale of a member's property, Club membership shall be assigned to the new owner. A transfer fee shall be paid to the Club Treasurer for each transfer.
4. **Eligible Family Members:** Only the member designated as the membership user, his/her spouse, their children under 21 years of age residing in the users household, full time students under the age of 23 residing in the household, and fully dependent parents or adults residing in the users household are eligible to receive membership cards.
5. **Membership Cards:** All membership cards are issued annually, after payment of annual dues, to the user and his/her eligible family members. All privileges are revoked for those in arrears. Revocation will continue until delinquent dues and associated fees/interest thereto are paid.
6. **Suspension or Termination of Membership Privileges:** Membership privileges shall be suspended by the Club for nonpayment of dues, fees, or other charges due to the Club within 30 days after their due date. In addition, membership privileges may suspended or terminated by the Club Board of Directors for:

- a. Willful abuse or damage of Club property.
  - b. Deliberate and or continuous violation of Club rules, regulations, or policies.
  - c. Failure to properly identify oneself when using Club facilities or areas when so requested by a Club official (e.g. Manager) or Club member.
7. **Guests of Club Members:** Members may allow their invited guests to use Club facilities provided:
  - a. The member assumes liability for each guest with respect to paragraph 6 herein above.
  - b. The member accompanies his/her guests during their use of Club facilities.
  - c. No more than two accompanied guests per family may utilize Club facilities at any one time without first obtaining permission from the Club Manager.
  - d. The member shall be responsible for the actions/behavior of each guest.
  - e. Associate members are not entitled to invite guests.
8. **Facilities:** The following facilities/areas are owned/operated for the entertainment and enjoyment of the Club membership:
  - a. Tennis Courts and Basketball Backboard and Hoop.
  - b. Indoor heated swimming pool.
  - c. Barn/Pond picnic area.
  - d. Recreational (Party) Barn and
  - e. Fishing pond.
  - f. Little Club House.
  - g. Stable Storage Rental.
9. **Facilities Usage:** Members shall use the facilities in accordance with the following rules:
  - a. Tennis and basketball facilities are available on a first-come, first served basis. However, the use of facilities shall be limited to one hour if other members are waiting. Bicycles, skateboards, and roller skates are prohibited from use in the area.
  - b. The swimming pool operates without lifeguards and therefore caution in its use is encouraged. Operating hour's and pool usage rules are posted in the pool. The pool will be evacuated during stormy weather and closed until the Manager deems it safe.
  - c. The picnic facilities are available on a first-come, first-served basis. Open camp fires shall not be permitted at ANY time. Charcoal fires are permitted only in the provided on-site grill(s); use of the grills is dependent upon the current Fire Threat Level as determined by the Board of Directors/Manager. Signs are posted reflecting the Fire Threat Level.
  - d. The Party Barn is available for usage by prior reservation (see paragraph 10). Contact the Manager to obtain information and make arrangements. The parking area at the Party Barn is available on a limited/restricted basis for self-contained RV's. Again, contact the Manager for information and arrangements.
  - e. The fishing pond is infrequently not available to the membership due to rental reservations for weddings and similar events. Signs will be posted in the area when this occurs. There is a catch limit of four fish per person per day.

- f. The Little Club House is available on a first-come first-served basis and must be reserved through contact and coordination with the Manager. Cleanup and lockup is the responsibility of the user.
  - g. Off Highway Motor Vehicles, e.g. ATV's, shall only be operated in Cloud Country Club areas by an individual possessing a valid driver license, proper registration and adequate insurance.
  - h. Stable Storage Space: Storage space rental is available within the stable building for an annual fee. Contact the Manager for detailed information and documentation.
10. Facility Reservations: Reservation by an individual or a group (member or nonmember) may be made with the Manager. The Manager will provide all required information and documentation (e.g. Cleanup Deposit & Hold Harmless Agreement) for the use of the facility. All required items shall be completed and returned to the Manager prior to reservation confirmation and facility utilization. The sponsor shall be responsible for property/equipment damage, for being present at all times during the activity/event, for obtaining applicable waivers of liability from all participants and for the appropriate facility cleanup deposit.
11. Cleanup Deposit: All usage of the barn and of any other Club facility shall be accompanied by an appropriate member/nonmember cleanup deposit. This deposit is to be made prior to use of the facility and will be refunded if the facility is properly and completely cleaned after use, as determined by the Manager. The Club may charge for labor and material costs, above and beyond the deposited sum, to clean the area if not left in proper condition. Additionally, the Club may charge for damage to, or missing equipment of, the associated facility.
12. Hold Harmless: The sponsors and their guest shall indemnify and hold harmless Cloud Country Club, Inc. and its Board of Directors from any and all loss, liability and damage claims of any kind whatsoever under the contract, tort, or any other theory of liability related to Country Club and the management and operation thereof by any person or entity of any sort, whether such person or entity is acting with or without the permission or authorization of the Cloud Country Club.

**GENERAL:**

**Board Operation:**

THE PRINCIPAL OFFICE OF Cloud Country Club, Inc., shall be located at the Little Club House, in Cloud Country Club, Mayhill, County of Otero, and State of New Mexico 88339. The business of the Club shall be conducted by a Board of Directors as defined in the Corporations By-Laws. Club business shall be conducted and proposals voted on by Club Board members. All Club records, assets, current membership, liens, and debts shall remain separate unto the Club.

Doug Hurlbut, President  
Cloud Country Club Board of Directors