



**MINUTES OF ACTION BY CONSENT OF
THE BOARD OF DIRECTORS OF SPRUCE VALLEY RANCH FOUNDATION**

June 29, 2010

The undersigned, all being Directors of the Spruce Valley Ranch Foundation, waive notice of a meeting and take the following action by unanimous consent:

WHEREAS, the Spruce Valley Ranch Foundation Ranch Rules dated November 9, 1977, and registered as Reception #395242 and an amendment to those rules which was registered as Reception #395601 are now obsolete. New Ranch Rules dated November 8, 2004, shall replace the earlier documents and be registered with the Summit County Clerk and Recorder.

WHEREAS, the Spruce Valley Ranch Foundation has revised Appendix A regarding SVR Horse Stable Usage Rules as stated in the November 8, 2004 Spruce Valley Ranch Rules. Appendix A shall be replaced by SVR Horse Stable Usage Rules which were approved and adopted by the Foundation on February 21, 2009.


WHEREAS, the Spruce Valley Ranch Foundation has erected a boathouse for the use of its residents and established Boathouse Rules and Operating Guidelines which were approved and adopted by the Spruce Valley Ranch Foundation Board of Directors on June 26, 2009. This document shall be added to the Spruce Valley Ranch Rules dated November 8, 2004 as Appendix C.

WHEREAS, Appendix C shall be added to the index page of the Spruce Valley Ranch Rules dated November 8, 2004.

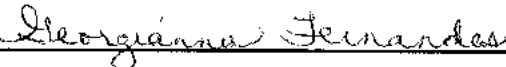
NOW, THEREFORE, BE IT RESOLVED:

That all documents described above shall be recorded with the Summit County Clerk and Recorder.

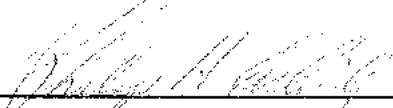
IN WITNESS WHEREOF, the undersigned have evidenced their approval of the above proceedings as of the date last above mentioned.


Tom E. Roe, President


6-29-2010
Date


Georgianna Fernandes, Secretary

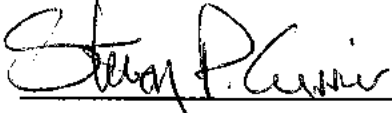
6/29/2010
Date


Philip H. Carlisle, Treasurer

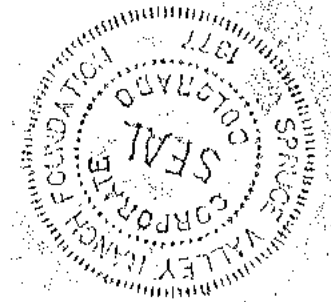
6-29-2010
Date


Larry A. Andersen, Vice President

6/29/10
Date


Steven P. Currier, Vice President

6/29/2010
Date



43 I. INTRODUCTION

44 These Ranch Rules and Guidelines dated November 8, 2004 (hereinafter referred to as the
45 "Ranch Rules") are a supplement to, not a substitute for, the Restrictive Covenants, Article
46 IX of the Declaration of Covenants, Conditions and Restrictions for Spruce Valley Ranch
47 (hereinafter referred to as the "CCR's"), dated September 22, 1977 and recorded October 12,
48 1977 in the office of the Clerk and Recorder of Summit County, Colorado, at Reception No.
49 169113. These Ranch Rules entirely replace the preceding Ranch Rules adopted and
50 effective as of February 16, 1993.

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A. Definitions

53 The following words, when used in this document, shall have the following meanings:

- 54 1. "Foundation" means the Spruce Valley Ranch Foundation, a Colorado nonprofit
55 corporation, its successors and assigns.
56 2. "Common Areas" means that real property and improvements in Summit County,
57 Colorado, owned by the Foundation for the common use and enjoyment of the
58 Owners on a nonexclusive basis.
59 3. "Site" means any one of the 49 plots of land shown on any recorded subdivision map
60 of Spruce Valley Ranch Filing Number 1 and Spruce Valley Ranch Filing Number 2,
61 but does not include the Common Areas.
62 4. "Ranch" means the Common Areas and the Sites combined.
63 5. "Board of Directors" or "Board" means the governing body of the Foundation elected
64 to perform the obligations of the Foundation relative to operation, maintenance and
65 management of the Ranch.
66 6. "Owner" means the record owner and spouse, whether one or more persons or
67 entities, of the fee simple title to any Site. Any Owner may delegate his or her rights
68 to long-term renters.
69 7. "Owner's Family" means an Owner's grandparents, parents, children and
70 grandchildren (and their respective spouses).
71 8. "Guest" means any person occupying a Site in the Owner's absence for no
72 consideration or occupying a Site, a Ranch amenity and/or Common Area with an
73 Owner under the Owner's general care and supervision for no consideration. This
74 includes overnight guests, whether related or not by blood or marriage to the Owner,
75 who reside on the Site either full-time or part-time.
76 9. "Non-owner" means anyone who is not an Owner, a member of an Owner's Family
77 or an Owner's Guest.

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B. Statement of Purpose

80 The Board is charged with the preservation of the Ranch's values and the welfare of its
81 Owners and Guests. The CCRs, the Spruce Valley Ranch Architectural Standards and
82 these Ranch Rules shall be both burdens and benefits, and shall protect and maintain the
83 Ranch as a prime mountain residential area of the highest possible quality. The Board is
84 charged with the responsibility to adopt, amend and repeal these Ranch Rules. These
85 Ranch Rules govern the use of roads, Sites, Common Areas, recreational facilities and
86 such other matters as the Board may deem necessary or desirable.

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88 Every Owner shall have a right of enjoyment to the Common Areas subject to the
89 Foundation's right to charge reasonable admission or other fees for the use of any
90 recreational or other facility situated upon the Common Areas. In addition, the
91 Foundation has the right to allow the use of any recreational facilities on the Common
92 Areas by an Owner's Family, Guests and Non-owners on such terms and conditions as
93 the Board may establish from time to time. Notwithstanding the above, the Board is
94 charged with the responsibility to interpret and enforce these rules to curb and halt any
95 abuse of any one Owner that infringes upon the rights of enjoyment of another Owner.
96

97 C. Enforcement

98 The responsibility to enforce the Rules is under the sole jurisdiction of the Board. The
99 Board shall use its best efforts to interpret and enforce the Ranch Rules on a consistent
100 basis in order to achieve and maintain the Statement of Purpose of the Ranch Rules. All
101 determinations of the Board, as evidenced by duly authorized minutes of the Board, shall
102 be final and binding upon the Owner.
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- 104 1. The Board shall reference any one or more of the following in reaching any
105 enforcement action:
 - 106 a. CCRs
 - 107 b. Ranch Rules
 - 108 c. Spruce Valley Ranch Architectural Standards
 - 109 d. Bylaws of Spruce Valley Ranch Foundation
 - 110 e. Town Code of the Town of Blue River, Colorado
111 (The complete text of the Town Code may be found on the internet at
112 <http://www.townofblueriver.com>.)
 - 113 f. Summit County codes, amendments and resolutions
 - 114 g. State of Colorado statutes

115 In addition, the Board may seek legal advice from the Foundation's attorney.
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- 117 2. The Board shall authorize in writing, from time to time as deemed necessary, specific
118 individuals to enforce the Ranch Rules. Such individuals shall include, but not be
119 limited to, the following:
 - 120 a. Specific members of the Board
 - 121 b. Security personnel, specific Owners or other persons designated by the Board
 - 122 c. Town of Blue River and/or Summit County law-enforcement personnel or other
123 Town personnel as designated by the Board.
- 124
- 125 3. The Board may, in its sole discretion, undertake any one or more of the following
126 actions upon an Owner who is in violation of the Ranch Rules:
 - 127 a. File a noncompliance lien with the Summit County Clerk and Recorder's Office
128 upon the Owner's property
 - 129 b. Notify the Owner of his or her loss of use of the amenity at issue
 - 130 c. Upon giving reasonable notice to the Owner and an opportunity to comply or
131 cure, enter upon any Site for the purpose of enforcing the Rules. The Owner shall
132 reimburse the Foundation for any costs incurred by the Foundation under this
133 section.
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135 Notwithstanding the aforementioned, the Board shall take such action as may be
136 reasonably necessary to enforce the restrictions, limitations and conditions of the Ranch
137 Rules. Should any Owner challenge any finding of the Board such that the Board
138 determines that legal advice is warranted, the Board may assess the Owner up to 100% of
139 all legal and other third party expenses incurred by the Foundation in the enforcement of
140 the Ranch Rules.

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142 As a first cause of action, Owners are encouraged to contact their neighbors directly
143 regarding any violation of the Ranch Rules. As a second cause of action, Owners shall
144 contact the Board in writing.

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146 II. GENERAL RULES

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A. Business Use of Property

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149 Except for maintenance of a qualifying home occupation, no Site within the Ranch shall
150 be used for any commercial or business purpose. Customers (or clients) and/or
151 employees being on the Site on a regular basis shall constitute a commercial or business
152 usage. No storage on a Site of business-related items such as, but not limited to,
153 equipment, inventory, materials, signage and supplies is permitted. Storage of such items
154 in an enclosed structure, such as a garage or accessory unit, is permitted. Rental of a Site
155 for commercial or business purposes is prohibited. Long-term residence rentals are
156 permitted if approved in advance by the Board. Long-term rentals are defined as rentals
157 for six months or longer. Short-term rentals are prohibited.

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159 A qualifying home occupation is defined as any use customarily performed within a
160 dwelling by the inhabitant(s) thereof, but which is incidental to the residence's use. Such
161 home occupation use shall have no external evidence and shall be operated only by
162 persons residing on the premises. Factors to be considered in evaluating whether the use
163 of a Site is for a permitted home occupation are the number of individuals involved in the
164 enterprise and the potential adverse impact on other residents of the Ranch resulting from
165 such business activity, such as increased traffic, annoyance, inconvenience or an increase
166 in the number of vehicles parked at the Site.

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B. Site Improvements

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169 The construction of all improvements on a Site, including, but not necessarily limited to,
170 dwellings, landscaping, driveways and accessory structures, is subject to the Ranch's
171 Architectural Standards. Additional construction to a dwelling and/or changes after
172 completion of an approved structure must be submitted to the Architectural Review
173 Committee for approval prior to initiating such changes and/or additions. It is incumbent
174 on Owners to read, understand and comply with the Ranch's Architectural Standards.
175 Questions about compliance should be directed either to the Board or the Architectural
176 Review Committee.

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C. Noxious, Annoying or Offensive Activity

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179 Nothing shall be done or permitted to be done on the Ranch that is a nuisance or might
become a nuisance to an Owner. This includes noxious or offensive activities,

180 unreasonably loud or annoying sounds, noxious or offensive odors or any other activity
181 that creates a disturbance to others.

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183 D. Camping, Fishing and Use of Firearms

184 No campfires, except for barbecues and firepots approved pursuant to the Architectural
185 Standards, shall be allowed anywhere in the Ranch. Short-term camping on an improved
186 Site is permissible, but camping on Common Areas or an unimproved Site is not. Tents,
187 if used, should be dismantled immediately when no longer in use. Fishing by Non-
188 owners in Indiana Creek is prohibited. No discharge of firearms is allowed within the
189 Ranch boundaries, except on the Ranch's Trap and Skeet Range, and only then pursuant
190 to the rules and regulations established for the use of the Range. Hunting in the Ranch is
191 prohibited.

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193 E. Vehicular Traffic

194 Fully muffled and licensed motorcycles, motor scooters and motorbikes are allowed to be
195 driven on Ranch roads. No motorized trail bikes, all-terrain vehicles or snowmobiles
196 (except for the Ranch's cross-country track-setting equipment) shall be operated
197 anywhere in the Ranch. U.S. Forest Service (U.S.F.S) regulations prohibit the use of
198 motorized vehicles during the winter months in the Indiana Creek Valley, including
199 U.S.F.S. lands as well as Ranch boundaries. All state and local traffic laws apply to
200 Ranch roads and are enforceable by local law-enforcement personnel.

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202 F. Parking

203 All Owners are encouraged to park their cars in closed garages as much as possible.
204 Vehicles may be driven on improved roads and designated parking areas only. No
205 Owner or Guest vehicles, recreational vehicles (RVs) or trailers shall be parked on the
206 roads during the period dusk to dawn, unless advance written permission from the Board
207 is obtained. An RV belonging to a Non-owner shall be permitted to park on a Site for a
208 period not to exceed three days. RV parking elsewhere in the Ranch or parking on a Site
209 for more than three days requires advance permission of the Board.

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211 Request for temporary use of the roads for parking for social events or other activities
212 shall be made to the Board at least 72 hours in advance. To permit emergency access,
213 parking should be on one side of the road only. Owners are encouraged to notify local
214 law-enforcement officials of such events.

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216 Vehicles parked on any road shall be subject to being towed without prior notice at the
217 Owner's expense when required to permit snow removal or emergency road repair. Boat
218 trailers shall not be left overnight at the landing area on Goose Pasture Tarn. Horse
219 trailers may be parked overnight only in the designated areas adjacent to the Stable.

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221 G. Vehicle Storage

222 No vehicles, RVs or trailers (including horse trailers) shall be stored within 150 feet of
223 roads. Vehicles, RVs and trailers stored beyond 150 feet of a road or 75 feet of an
224 adjoining lot boundary must be inconspicuous and screened from view. Any exceptions
225 must be approved in advance by the Board.

226 Except for Sites undergoing construction, construction equipment and other heavy or
227 oversized commercial machinery shall not be stored on any Site within the Ranch.
228 Boats, RVs, trailers and trucks shall be stored in a garage or otherwise screened in a
229 manner consistent with the Architectural Standards. No repair, construction or
230 reconstruction of any vehicle or equipment is allowed unless it takes place entirely within
231 an enclosed garage or screened area.

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H. Waste Removal

234 All refuse containers, regardless of size, that receive refuse edible by wildlife shall be
235 either an approved wildlife-resistant refuse container, or a refuse container that is stored
236 within a building, house or garage, and kept inside such structure except on the days of
237 collection, when such containers may be placed outside for pickup. Refuse containers
238 can only be placed on the roadside the morning of scheduled pickup. Empty refuse
239 containers must be returned to the Owner's structure by six o'clock p.m. of that same
240 day. It is the Owner's responsibility to clean up after any refuse spillage.

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I. Property Cleanliness and Fire Mitigation

243 Any excessive accumulation of slash, unnecessary long-standing woodpiles, fallen trees,
244 general yard debris and other flammable debris must be removed from a Site. No such
245 debris or refuse may be thrown or dumped anywhere in the Ranch. Trash, refuse,
246 construction material, household items or debris of any kind may not be stored on a Site.
247 There shall be no burning of garbage or trash of any kind within the Ranch. Fireworks of
248 any kind are expressly prohibited.

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J. Site Snowplowing

251 No Owner shall clear snow from a driveway in such a way that it interferes with the
252 normal use of or plowing of the roads. All plowing of snow on a Site must remain on the
253 Site unless hauled off the Site by truck. The plowing of snow from a Site across the road
254 of such Site onto another Site is strictly prohibited. The plowing of snow from a Site
255 across the road of such Site onto Common Area may be permitted with advance written
256 approval of the Board.

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K. Tree Cutting

259 Trees within the Ranch may not be destroyed or removed except with approval of either
260 the Architectural Review Committee or the Forest Management Committee. The
261 Architectural Review Committee controls tree removal that relates to construction,
262 access, safety and snow-storage needs. The Forest Management Committee controls tree
263 removal that relates to forest health, disease control and wildfire mitigation, and follows
264 the guidelines approved by both the Colorado Forest Service and the Summit County
265 Wildfire Mitigation Office. Tree cutting also is under the jurisdiction of the Town of
266 Blue River Ordinances, which are consistent with Ranch Rules.

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Owners wanting to remove trees for any reason must first obtain written approval from one of these two Ranch committees, as well as the Town of Blue River. The procedures for obtaining such permits and the guidelines under which permits are granted are available from the Board member(s) holding responsibility for these Ranch committees.

272 Any unauthorized tree cutting is subject to fines and replacement costs by the Town of
273 Blue River and/or the Spruce Valley Ranch Foundation.

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L. Pets

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M. Lighting

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N. Signs

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O. Garage/Estate Sales

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P. Door-to-Door and Other Solicitations

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The first-amendment right of outside parties to conduct door-to-door solicitations currently is being debated in the courts. Until this debate is concluded, the Board's position is that such solicitations are not permitted in the Ranch. The Board periodically publishes a *Spruce Valley Ranch Directory* for Owners to use to contact their friends and neighbors. As a courtesy to others, the Board urges Owners not to disseminate this information to outside parties.

317 III. AMENITIES AND COMMON AREAS

318 A. Goose Pasture Tarn

319 Goose Pasture Tarn (hereinafter referred to as "Tarn") is a private lake owned by the
320 Town of Blue River (hereinafter referred to as "Town") and is available for use only to
321 Town property owners. Rules governing use of the Tarn are established and enforced by
322 the Town. Owner's parents and/or children and their respective spouses and/or
323 grandchildren of Owners residing full-time on the property shall enjoy the same Tarn
324 recreational rights as Owners. Guests not related to an Owner may use the Tarn only
325 when accompanied by an Owner. Owners shall be held responsible for all actions of their
326 Guests and for any violations of Town ordinances as if the Owner himself or herself had
327 actually committed such violation. Tenants of Owners shall have no privileges on the
328 Tarn unless such tenant complies with Town ordinances.

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330 Boats placed in the Tarn shall be limited in power to the use of an electric motor to be
331 used solely for the purpose of trolling. No internal combustion engines are allowed in the
332 Tarn. Users of the Tarn shall obtain an identification decal for their boats from the Town.
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334 Fishing, swimming or trespassing within forty-five feet (45') of the improved concrete
335 portion of the spillway is absolutely prohibited and unlawful. Ice fishing on the Tarn is
336 permitted. Snowmobiles or other snow or all-terrain vehicles and cross-country skiing on
337 the Tarn are strictly forbidden. Open fires are prohibited at all times and in all areas
338 adjacent to the Tarn. Swimming and sail boarding or windsurfing of any kind is
339 prohibited in the Tarn.

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341 Private property, neither owned by the Town nor the Foundation, surrounds the entire
342 Tarn. Boat storage is not permitted on this private property or on Ranch Common Areas.
343 The Board strongly discourages docks being built on land adjacent to the Tarn.
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345 B. Horse Stable

346 The Horse Stable (Stable) is available for use by Owners. Each year, one member of the
347 Board, or an Owner so designated by the Board, will be appointed to serve as the
348 Foundation's Stable Manager. The Stable Manager will coordinate with and act on
349 behalf of the Board, and will be the liaison between the Foundation and the Owners using
350 the Stable.

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352 *Special Horse Stable Usage Rules (Usage Rules)* are contained in Appendix A of these
353 Ranch Rules. Each year, all Owners desiring to use the Stable must, prior to boarding
354 horses at the Stable, execute a *Horse Stable Usage, Waiver, Release and Indemnification*
355 *Agreement (Agreement)* holding the Foundation harmless. Failure to execute such
356 *Agreement* prior to boarding a horse shall permit the Stable Manager the right to remove
357 the horse without prior consent of the Owner and at the Owner's expense. This
358 *Agreement* and additional copies of the *Usage Rules* may be obtained from the Stable
359 Manager.

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361 Under certain conditions, Owners who are duly authorized by the Stable Manager to use
362 the Stable may invite Owner's Family and/or Guests to use the Stable. An Owner's

363 Guest(s) may use the Stable only if accompanied by an Owner or member of Owner's
364 Family. In no event, shall any Non-owners (as defined in the Ranch Rules) be permitted
365 to make use of or enter onto the grounds of the Stable. Owners must require that all
366 members of Owner's Family and all Guests who seek to use the Stable must, prior to
367 using the Stable, execute an *Agreement*. Only those Owners, Owner's Family and Guests
368 who have executed an *Agreement* shall be permitted to make use of or enter onto the
369 grounds of the Stable.

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371 **OWNERS INVITING OWNER'S FAMILY AND/OR GUESTS TO USE THE**
372 **STABLE ARE RESPONSIBLE FOR ENSURING THAT SUCH FAMILY**
373 **MEMBERS/GUESTS EXECUTE AN *AGREEMENT* AND THAT THEY FULLY**
374 **UNDERSTAND AND ABIDE BY THE RANCH'S RULES WHILE THEY ARE**
375 **USING THE STABLE.**
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377 The Stable can be used only during the period May 1 to November 15. Any Owner
378 desiring to keep a horse or horses at the Stable must notify the Stable Manager by March
379 1 of each year. Failure to notify the Stable Manager by March 1 may result in the Owner
380 having no use of the Stable for that following summer.

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382 Each Site may keep up to two horses at the Stable. Any exceptions are subject to space
383 availability and require the Stable Manager's advance approval. The Board, in
384 coordination with the Stable Manager, shall determine the maximum number of horses
385 that can be kept at the Stable in total. No Owner shall board a horse at the Stable on
386 behalf of a Guest or Non-owner. No Owner keeping a horse at the Stable may charge
387 another person for the use of his or her horse. No stallions over the age of 12 months
388 will be allowed.

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390 Use of the Stable by any individual may be terminated by the Board for due cause.
391 Violation of any of the Foundation's Stable rules may be construed to be due cause.
392 Owners/Owner's Family/Guest(s) notified by the Board of the termination of their right
393 to use the Stable must immediately cease using the facilities. A violator's horse(s) may
394 be removed at the Owner's expense upon 15 days' written notice by the Board.

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396 C. Picnic Area

397 The Ranch picnic area may be reserved for Owner use via a sign-up sheet located at the
398 picnic area entry gate. The Owner, or member of the Owner's family, must be present at
399 all times while the picnic area is being used, and is responsible for extinguishing any fires
400 and for cleanup of the area. The Owner may be charged for additional cleanup
401 undertaken by the Board and/or for damage to the area.

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403 D. Tennis Court

404 The tennis court is available for use by Owners, Owner's Family and Guests. Proper
405 footwear is required. The court can be reserved via a sign-up sheet located in the tennis
406 shed. As a courtesy to other users, usage of the court is limited to two hours per Site per
407 day. The court can be reserved for special events with prior written approval from the
408 Board.

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E. Trails and Bridges

Hiking, biking, cross-country skiing and horseback riding are restricted to the paths and areas shown on the Ranch trail maps as adopted from time to time by the Board. Except for cross-country track-setting equipment, no motorized vehicles of any kind are allowed on any of the Ranch's trails and bridges at any time.

F. Trap and Skeet Range

The Trap and Skeet Range is available for use by Owners. Each year, one member of the Board, or an Owner so designated by the Board, will be appointed to serve as the Foundation's Trap and Skeet Range Manager. The Trap and Skeet Range Manager will coordinate with and act on behalf of the Board, and will be the liaison between the Foundation and the Owners using the Trap and Skeet Range.

Special Trap and Skeet Range Usage Rules (Usage Rules) are contained in Appendix B of these Ranch Rules. Owners desiring to use the Trap and Skeet Range for the first time must, prior to such usage, complete an orientation program conducted by the Trap and Skeet Range Manager and execute a *Trap and Skeet Range Usage, Waiver, Release and Indemnification Agreement (Agreement)* holding the Foundation harmless. This *Agreement* and additional copies of the *Usage Rules* may be obtained from the Trap and Skeet Range Manager.

Under certain conditions, Owners who have completed the Ranch's orientation program and are duly authorized by the Trap and Skeet Range Manager to use the Trap and Skeet Range may invite Owner's Family and/or Guests to use the Trap and Skeet Range. An Owner's Guest(s) may use the Trap and Skeet Range only if accompanied by an Owner. In no event shall any Non-owners (as defined in the Ranch Rules) be permitted to make use of or enter onto the grounds of the Trap and Skeet Range. Owner's Family/Guests who seek to use the Trap and Skeet Range must, prior to using the Trap and Skeet Range, complete an orientation program conducted either by the Owner or the Trap and Skeet Range Manager and execute an *Agreement* holding the Foundation harmless.

OWNERS INVITING OWNER'S FAMILY/GUESTS TO USE THE TRAP AND SKEET RANGE ARE RESPONSIBLE FOR ENSURING THAT SUCH OWNER'S FAMILY/GUESTS EXECUTE AN AGREEMENT AND THAT THEY FULLY UNDERSTAND AND ABIDE BY THE RANCH'S RULES WHILE THEY ARE USING THE TRAP AND SKEET RANGE.

No formal or informal shooting "club" is permitted to use the Trap and Skeet Range without prior approval of the Board. No commercial use of the Trap and Skeet Range is permitted. The Board, at its sole discretion, shall determine if any usage is inappropriate based on, but not limited to, frequency and timing of such usage and the number of Owners, Owner's Family and/or Guests using the Trap and Skeet Range. Owners are encouraged to seek prior approval from the Board if the intended usage has the appearance of being a club or being commercial in nature.

Use of the Trap and Skeet Range by any individual may be terminated by the Board for due cause. Violation of any of the Foundation's Trap and Skeet Range rules may be

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construed to be due cause. Owners notified by the Board of the termination of their right to use the Trap and Skeet Range must immediately cease using the facilities.

HORSE STABLE USAGE RULES

For the purpose of this section, the Ranch's Stable (including any equipment and property therein) and surrounding area (including any structures thereon) shall be referred to collectively as the Horse Stable (Stable). Additional rules and instructions for usage of the Stable are contained in the Foundation's Ranch Rules (Section III. B.) and *Horse Stable Usage, Waiver, Release and Indemnification Agreement (Agreement)*.

Any Owner desiring to keep a horse or horses at the Stable must, by March 1 of each year, execute an *Agreement* holding the Foundation harmless, and notify the Stable Manager of the number of horses the Owner desires to board and any specific corral and/or tack-room requests. The Stable Manager will resolve conflicting requests.

A \$250.00 deposit per horse also is required by March 1. This deposit will be held until the end of the season or November 15. If there is no damage and/or no disputes, the money will be returned at that time. The money can be used during the season to correct any failure to comply with the Ranch Rules, and can be used to apply toward reimbursement of legal fees in the event action needs to be taken for any rules violation. The money can also be used if it is deemed necessary for the care of animals or facility, such as, but not limited to, the removal of manure.

All horses must be healthy at all times and shall have received all required vaccinations and shall have been wormed just prior to arrival. A certificate from a licensed veterinarian showing that a horse has been properly vaccinated and wormed is required prior to moving any horse into the Stable. If there is a contagious condition at any time during a horse's stay, the Stable Manager will notify other Stable users and, if a veterinarian deems necessary, the Owner of the affected horse may be asked to remove or isolate the horse during its recuperation.

All Owners must supply the Stable Manager with a veterinarian's name and phone number in the case of an emergency. If the Owner cannot be reached and a horse needs care, the veterinarian will be called and the Owner will be responsible for any fees associated with such care.

All feeding and care of a horse are to be performed by the horse's Owner or his/her representative. Owners should refrain from feeding others' horses. Exercise and grooming of horses is the sole responsibility of the Owner. The Foundation is not responsible for the health and safety of any horses or people on the grounds.

Sanitary conditions must be maintained. The Stable and grounds must be kept in a neat and orderly fashion. No accumulation of trash is allowed and all wire and baling twine must be kept in a trash container. All stalls and corrals must be cleaned of manure daily. Riders must remove manure dropped within five feet of any asphalt road within one hour of completing a ride. Riders using the horse-training ring must clean up the area in and around the ring after each use.

Wheelbarrows, shovels and rakes are furnished by the Foundation and manure is to be put into the dumpster. The Foundation provides water troughs and hoses to hook up to the pump at the

508 northeast corner of the Stable. Owners must remove hoses from the driveway and trails when
509 not in use. All other tools, food and supplies must be furnished by Stable users. The
510 Foundation's annual expense budget is intended solely for capital improvements and ordinary
511 facilities maintenance and repairs, as determined by the Board, in coordination with the Stable
512 Manager. Such expenditures are not intended for the care and feeding of horses or for any use
513 enjoyed only by individual Owners.

514
515 Damage to any property or facility caused by any Owner/Owner's Family/Guest or
516 Owner's/Owner's Family's/Guest's horse(s) shall be repaired by the Owner/Owner's
517 Family/Guest at his or her cost. No changes are to be made to the Stable that are not approved in
518 advance by the Stable Manager. Every effort will be made to keep all stalls and yards the same
519 with as little benefit for one stall over the other as is possible.

520
521 Stable users are expected to be respectful of other users' horse(s) and property. Owners must
522 keep their personal property in their assigned areas and such property is not in any way to
523 interfere with others' use of the facility. Owners/Owner's Family/Guest(s) are encouraged to be
524 courteous and accommodating toward others in pursuit of peaceful coexistence at the Stable.

525
526 All tack room locks, tack and other personal property stored in tack rooms shall be removed by
527 November 15 of each year. All grain is to be stored in tack rooms and hay is to be stored in the
528 hayloft, unless the Stable Manager designates alternative storage areas. All grain will be stored
529 in cans with secured lids. If necessary, the Stable Manager will assign areas.

530
531 The Foundation is not responsible for loss or damage to personal property stored at the Stable.
532 Any personal property stored at the Stable that is unrelated to the care and use of a horse may be
533 removed by the Foundation and discarded with no notice to the Owner. All Stable gates and
534 doors are to be kept closed and latched. No flammable materials may be stored at the Stable
535 while horses are present. No smoking or fires are permitted at any time anywhere in or around
536 the Stable.

537
538 Any parking at the Stable is done at the Owner's/Owner's Family's/Guest's own risk subject to
539 State laws. No parking is allowed to block access to the Stable, dumpster, training ring or any
540 trailers parked there. Horse trailers shall be parked within the Stable grounds or in the
541 designated parking area east of the Stable. They are not to be parked at the Stable cul-de-sac.

542
543 Horses may be kept on a Site during daylight hours either in a fenced area or securely tethered,
544 hobbled or otherwise restrained. Horses must be returned to the Stable each evening. All such
545 fencing on a Site must be approved by the Board, with the recommendation of the Stable
546 Manager. Fencing preferably should be split-rail or wire fencing. Any wire fencing must be
547 removed by November 15 of each year.

548
549 None of the Ranch's trails are dedicated exclusively for horse riding. Accordingly, horse riders
550 should be aware of the possibility that they may encounter foot traffic and/or bicyclists on any of
551 the trails and be prepared to react accordingly.

TRAP AND SKEET RANGE USAGE RULES

For the purpose of this section, the Ranch's trap and skeet ranges, trap and skeet houses (including any equipment and property therein) and surrounding grounds (including any structures thereon) shall be referred to collectively as the "Trap and Skeet Range." Additional rules and instructions for the usage of the Trap and Skeet Range are contained in the Foundation's Ranch Rules (Section III. F.) and *Trap and Skeet Range Usage, Waiver, Release and Indemnification Agreement (Agreement)*.

All Owners desiring to use the Trap and Skeet Range for the first time must, prior to such usage, complete an orientation program conducted by the Trap and Skeet Range Manager and execute an *Agreement* holding the Foundation harmless. Proper execution of this *Agreement* includes obtaining the Trap and Skeet Range Manager's signature. Failure to properly execute such *Agreement* shall automatically deny such Owner the use of the Trap and Skeet Range until such *Agreement* is executed. Once an Owner is approved by the Trap and Skeet Range Manager to use the Trap and Skeet Range, he or she may continue to use the Trap and Skeet Range until such *Agreement* is revoked in writing by the Board.

Owners may invite Owner's Family and Guests to use the Trap and Skeet Range. An Owner's Guest(s) may use the Trap and Skeet Range only if accompanied by an Owner. In no event shall any Non-owners (as defined in the Ranch Rules) be permitted to make use of or enter onto the grounds of the Trap and Skeet range. As a courtesy to other Owners, usage of the Trap and Skeet Range by an Owner's Guest(s), even if accompanied by an Owner, should not unduly interfere with the use of the Trap and Skeet Range by other Owners.

Owners must require and ensure that all members of Owner's Family and all Guests who make use of or enter onto the grounds of the Trap and Skeet Range sign the *Agreement* and complete the orientation program prior to any use of or entry onto the grounds of the Trap and Skeet Range. Only those Owners, Owners' Families and Guests who have signed the *Agreement* and completed the orientation program shall be permitted to make use of or enter onto the grounds of the Trap and Skeet Range.

The Trap and Skeet Range shall be available for use for the period June 1 to October 31 of each year, unless extended by the Board. Trap and Skeet Range hours shall be 9:00 AM to 8:00 PM, or within one hour after sunset. Any Owner duly authorized by the Trap and Skeet Range Manager to use the Trap and Skeet Range may do so without contacting the Trap and Skeet Range Manager or reserving a specific time. If more than one Owner seeks to use the Trap and Skeet Range at the same time, the Owners should try to reach a mutually agreeable solution. Any unresolved differences of opinion shall be directed to the Trap and Skeet Range Manager for resolution.

Shooting at the Trap and Skeet Range is limited to the use of shotguns for the purpose of shooting clay targets. Shooting of pistols or rifles is expressly prohibited both at the Trap and Skeet Range and elsewhere in the Ranch.

599 Only one shooter may shoot at a given time and all shooting should occur only from the
600 designated shooting stands. Everyone must remain on the pathway and in designated shooting
601 stands at all times. All non-shooters should position themselves well behind a shooter, with their
602 guns empty, until it is their turn to shoot. Accordingly, except for a shooter in the act of
603 shooting, no one shall have his or her gun in a shooting position, have the breach closed or have
604 a shell in the firing chamber until it is his or her turn to shoot. Should someone leave the firing
605 station area, a shooter must immediately unload ammunition from his or her gun and place it in
606 one of the gun stands provided.

607

608 All shooting activity shall cease if a car or other motorized vehicle, bicycle, horse or pedestrian
609 is heard or seen. In the event that passersby ring the bell that is installed near the Trap and Skeet
610 Range or sound a horn to notify shooters of their presence, all shooting activity shall cease.
611 Shooting may recommence only when such passersby completely and safely clear the area.

612

613 Anyone entering the trap house while shooting is occurring must place the remote control unit on
614 the trap house roof. Before starting the skeet generator or while reloading the skeet or trap
615 machines, the safe release button must be placed in the "off" position. Before shutting down the
616 generator, the safe release button must be pressed to leave the machine(s) in an unlocked
617 position. Shooters, when finished shooting, should reload the machine(s) used and ensure that
618 the houses are locked.

619

620 The use of drugs or alcohol prior to or during any shooting activities is strictly prohibited. No
621 open fires are permitted at any time anywhere in or around the Trap and Skeet Range, though use
622 of a portable barbeque grill is permitted. Anyone using a barbeque grill is responsible for
623 assuring that all coals are fully extinguished and properly disposed of before leaving the Trap
624 and Skeet Range.

625

626 The Trap and Skeet Range, the trap and skeet houses and the Trap and Skeet Range grounds
627 must be kept in a neat and orderly fashion. All shooters are expected to clean up the general area
628 after using the Trap and Skeet Range, including picking up shell casings, target fragments and
629 removing trash, if any, from the picnic table area and surrounding grounds.

630

631 The Foundation's annual expense budget is intended solely for capital improvements and
632 ordinary facilities maintenance and repairs, as determined by the Board. The Foundation
633 currently provides biodegradable targets and may or may not continue this practice in the future.
634 Shooters providing their own targets are to use biodegradable targets only. Trap and Skeet
635 Range users who become aware of maintenance and/or repair needs or who observe that the
636 supply of targets has run low are urged to report such situations to the Trap and Skeet Range
637 Manager.

638

639 Damage to any property or facility caused by an Owner/Owner's Family/Guest shall be repaired
640 by the Owner/Owner's Family/Guest at his or her own cost. The Foundation is not responsible
641 for the health and safety of anyone using the facilities or for such individuals' personal property.
642 Eye and ear protection for all Trap and Skeet Range users is highly recommended.

643