

INTRODUCTION

Revised 11/10/08

The Ranch at Roaring Fork is a unique and special place. Over 360 acres are dedicated to wilderness. Here water is abundant, with over two miles of riverfront and a myriad of streams and ponds. There are timberlands, wetlands and pasturelands, which team with a diversity of wildlife. Recreational amenities exist for almost every interest. Outstanding sport fishing, tennis, golf, trails for horseback riding, jogging, walking and when snow is abundant, cross country skiing.

To protect these natural and recreational assets and to preserve the value, desirability and attractiveness of the residential community, the Board of Directors has adopted the Ranch Rules and enforcement procedures contained herein.

All residents, adults and children, owners, guests and tenants are requested to become familiar with and observe these rules. In this way the quality of the community can be preserved.

**Ranch at Roaring Fork
Homeowner's Association**

Board of Directors

October 2008

I. ENFORCEMENT OF RULES

A. Reporting Violations

The cooperation of all residents is required to effectively enforce Ranch Rules. If a violation is observed, please contact the office to make a verbal report. You are required to follow up with a written report within seven days of the violation. The office will take steps to correct the problem. Complaints by Owners or residents shall be in writing and submitted to the Board of Directors.

B. Contact the Sheriff *911 Emergency* in cases such as:

- Life threatening situations
- Domestic quarrels
- Assaults
- Theft
- Vandalism
- Trespassing and Poaching

The office should also be notified so that the incident can be made a matter of record.

C. Non-Compliance

1. **Investigation.** Upon receipt of a complaint by the Association, if additional information is needed, the complaint may be returned to the Complainant or may be investigated further by a Board designated individual or committee. The Board shall have sole discretion in appointing an individual or committee to investigate the matter.

2. **Initial Warning Letter.** If a violation is found to exist, a warning letter shall be sent to the Violator explaining the nature of the violation. The Violator will have 10 days from the date of the letter to come into compliance.

3. **Continued Violation After Initial Warning Letter.** If the alleged Violator does not come into compliance within 10 days of the first warning letter, this will be considered a second violation for which a fine may be imposed following notice and opportunity for a hearing, and explaining if a violation is found to exist, a fine may be imposed pursuant to this Policy. The letter shall further state that the alleged Violator is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing within 10 days of the date on the violation letter.

4. **Notice of Hearing.** If a hearing is requested by the alleged Violator, the Board, committee or other person conducting such hearing as may be determined in the sole discretion of the Board, may serve a written notice of the hearing to all parties involved at least 10 days prior to the hearing date.

5. **Hearing.** At beginning of each hearing, the presiding officer, shall introduce the case by describing the alleged violation and the procedure to be followed during the hearing. Each party or designated

representative, may, but is not required to, make an opening statement, present evidence and testimony, present witnesses, and make a closing statement. The presiding officer may also impose such other rules of conduct as may be appropriate under the given circumstances. Neither the Complainant nor the alleged Violator are required to be in attendance at the hearing. The Board shall base its decision solely on the matters set forth in the Complaint, results of the investigation and such other credible evidence as may be presented at the hearing. Unless otherwise determined by the Board, all hearings shall be open to attendance by all Owners.

After all testimony and other evidence has been presented at a hearing, the Board shall, within a reasonable time, not to exceed 30 days, render its written findings and decision, and impose a fine, if applicable. A decision, either a finding for or against the Owner, shall be by a majority of the Board members present at the hearing. Failure to strictly follow the hearing procedures set forth above shall not constitute grounds for appeal of the hearing committee's decision absent a showing of denial of due process.

6. Failure to Timely Request Hearing. If the alleged Violator fails to request a hearing within 10 days of any letter, or fails to appear at any hearing, the Board may make a decision with respect to the alleged violation based on the Complaint, results of the investigation, and any other available information without the necessity of holding a formal hearing. If a violation is found to exist, the alleged Violator may be assessed a fine pursuant to these policies and procedures.

7. Notification of Decision. The decision of the Board, committee or other person, shall be in writing and provided to the Violator and Complainant within 30 days of the hearing, or if no hearing is requested, within 30 days of the final decision.

D. Time period to correct violations.

For offenses that cannot be corrected immediately, the violator/property owner will be granted a time period, determined by the Board or Board Committee, in which to rectify the situation. If not corrected within that period, another fine will be imposed.

E. Fine Schedule. The following fine schedule has been adopted for all recurring covenant violations:

1st Violation – Warning Letter

2nd and Subsequent Violations - \$25.00 - \$100.00

(of same covenant or rule)

Based on the nature and severity of the violation, the Board of Directors has discretion to impose a reasonable fine in accordance with the above fine schedule. Third and subsequent covenant violations may be turned over to the Association's attorney to take appropriate legal action.

F. Recourse for Non-Payment

Assessments are payable, upon presentation, the 1st of the Month. If total outstanding indebtedness is not paid within 60 days thereafter, account is considered delinquent and a \$25 Service Fee will be charged. If unpaid after 90 days you will be notified in writing that the payment must be paid within 10 days. If not paid within 10 days:

1. A lien will be placed on property and notice sent to the property owner.
2. The County Court will set a hearing date and the Property owner will receive a Summons from the Sheriff.
3. Property owner is responsible for all attorney fees and court cost.
4. Delinquent property owner's accounts will accrue interest at the rate of 1.50% or \$25 per month, whichever is higher.

II. TENANTS / GUESTS

A. Tenants

1. Property Owners must provide tenants with the written Rules of the Ranch.
2. Owners or their agent will provide an address and telephone number of where they can be reached at all times to the Ranch Office.
3. Owners are responsible for all the actions of their tenants, including fines and any disciplinary action for violations of Ranch Rules or covenants. Those owners neglecting these responsibilities will be fined.

B. Guests

All residents must advise their guests of the Ranch at Roaring Fork Rules that may apply to their guests. For instance, all guests must have proper badges or passes to use Ranch amenities.

III. HOUSING UNITS

A. Private Property

1. Land surrounding single family homes is privately owned.
2. Land surrounding condominium units is owned in common by all condo owners.
3. Please respect the privacy of owners who have fishing easements.

B. Soliciting

1. Soliciting door to door on the Ranch is prohibited.
2. "No Soliciting" and "Private Property" signs are posted at Ranch entrance.
3. Persons not invited to the Ranch are trespassing.

4. There will be no posting of signs on Ranch Property without written permission from the Ranch Office.

C. Business Activity

1. No business or commercial activity may be maintained or conducted in any housing unit or on any property.
2. An "Office in the Home" is permitted provided no traffic is generated; there are no employees involved, no storage, no noxious materials, no offensive activity, no equipment or supplies in evidence.
3. Under NO circumstances may any unit be used primarily for business purposes.
4. No financial gains from Ranch amenities will be allowed without prior written consent of the Board of Directors. (This includes fishing, tennis, golf, or common grounds.)

D. Nuisances

No nuisances, noxious or offensive activities are permitted. This would include but not limited to lights, which are unreasonably bright or cause unreasonable glare, loud or annoying sounds, odor, which is noxious or offensive to others.

E. Architectural Control

1. No change or proposed change in the Property shall be made or permitted, without written approval of the Association/Board of Directors and without compliance with the provisions of the Ranch Declaration.
2. Definition of "Change in Property".
 - a. Construction or expansion of any building, structure or other improvements, including utility facilities. (This includes site Construction, remodel, and erection of fences, installation of exterior lighting or satellite dish installation.)
 - b. The destruction by voluntary action or the abandonment of any building, structure or other improvements.
 - c. The excavation, filling or similar disturbance of the surface of land including without limitation, change of grade, streambed, ground level, or drainage pattern.
 - d. The clearing, marring, defacing or damaging of trees, shrubs, or other growing things.
 - e. The landscaping or planting of trees, shrubs, lawns or plants.
 - f. Any change or alteration, including without limitation, any change in color, texture or exterior appearance from any previously approved Change in Property.
3. Objectives of Association/Board of Directors
 - a. Carry out the general proposed expressed in the Declaration.
 - b. Prevent any change, which would be unsafe or hazardous to any person or property.
 - c. Minimize obstruction or diminution of the view of others.
 - d. Preserve the visual continuity of the area.

- e. Assure that any change will be done in an attractive design, be in harmony with the natural setting of the area and will serve to preserve and enhance existing features of the natural beauty.
- f. Assure that materials and workmanship for all improvements in the area are of high quality like the other improvements in the area.
- g. Assure that the property will require as little maintenance as possible to assure a better appearing area under all conditions.
- 4. Application and additional guidelines are available at Ranch Office.
 - a. Applications are to be submitted one week before the monthly Board Meeting.
 - b. The Board will respond to the property owner via registered mail within thirty days of that Board Meeting.
 - c. No changes can be made until property owner has written permission.
- F. Appearance of Residences
 - 1. All property within the Ranch, including all improvements (fences, decks, etc.) on any such property must be kept and maintained by the owner in good repair and sanitary condition.
 - 2. Lawns must be mowed and watered as needed.
 - 3. Cars are not to be parked on lawns.
 - 4. Storage of items such as equipment, tools, materials and supplies, campers units, children's bikes and toys, inoperable vehicles, auto parts, garbage cans, trash and junk are not allowed in any exterior area around the home.
 - 5. No tent or any temporary structure may be erected.
 - 6. Firewood must be neatly stacked.
 - 7. No sign may be displayed except for a professional advertising a property for sale or rent.
 - 8. Trash, garbage, recycled materials or other waste.
 - a. Must be kept in clean and sanitary containers, (contact the Ranch Office for a recycle container and information on what items are recyclable).
 - b. All such containers must be concealed except when set out for scheduled trash pick-up. (for oversized items, contact the Ranch Office for additional trash pick-up instructions).
 - c. Residents and guests are asked to keep all areas neat and clean.
 - d. Littering or disposal of trash or any other waste product (to include waste oils, antifreeze etc.) on any portion of the Ranch is prohibited.
 - e. Please use designated areas for disposal of grass clippings and leaves.

G. Sewer

The disposal of items through the sewer system such as grease, diapers, plastics and towels is prohibited as it causes costly repairs to the system.

H. Fire Protection

1. The Ranch is a member of the Carbondale Fire Protection District
2. For your added protection, you are requested to be watchful of all combustible materials in your area.
3. It is recommended that smoke alarms be installed in your units and fire extinguishers kept on hand.
4. There is no burning of any refuse on Ranch property, except if done by the Ranch staff.

IV. MOTOR VEHICLES

- A. Speed Limit
 1. The posted speed limit is 10 mph on the Ranch.
 2. These limits should be observed at all times.
- B. Restricted Driving Areas
 1. Only Ranch staff vehicles are permitted in the wilderness areas.
 2. Please observe the "No Motorized Vehicles" signs so that we can preserve and enjoy the natural state of these areas.
 3. Exceptions **will only** be made during daytime hours for Homeowners who are fishing. If fishing, you are asked to display a parking permit, which can be obtained at the Ranch Office.
- C. Parking & Storage
 1. Only operable passenger vehicles and pickup trucks with current license plates may be parked at the residence.
 2. Buses, heavy trucks, recreational vehicles, boats, and other equipment must be stored out of view in a garage, attached storage space or parking in areas designated by the Ranch.
 3. Guidelines for use of the RV storage area may be obtained from the Ranch Office.
 4. Horse trailers are to be parked on the outside of the storage yard.
 5. Parking on the street is not permitted except on a short-term bases. (Less than 6 hours.) No overnight parking in common areas or shoulders.
 6. Garages are to be used for parking vehicles and storage purposes only and may not be converted for living or recreational activities.
 7. Motorcycles, Snowmobiles, Four Wheelers, Dirt Bikes, and Go-Carts are not to be operated on the Ranch except for transportation from home to highway. All such vehicles must have street legal exhaust systems and state license plates.
- D. Camping in Vehicles
 1. Campers, Trailers, Motor homes, etc. may not be lived in while on the property and must be parked in designated areas.
 2. Overnight guests may be permitted to park their camper at your residence upon registration at the office. Notice must be given at least 3 days prior to the arrival and approval given in writing. No more than seven days will be permitted.

V. PETS

A. Definition

1. No animals, livestock or poultry may be kept on homeowner's property, except dogs, cats or other household pets provided they are not bred or maintained for any commercial purposes. None may be kept in an unreasonable quantity.
2. No more than (2) pets per household.

B. Registration & Tags

All residents must register their pets with Garfield County.

C. Leash Law

1. Dogs must be held on a hand held leash at all times when they are outside a resident's unit or lot.
2. Dogs are not allowed on the golf course at any time.
3. Dogs may run loose if more than 100 yards from the nearest house, but only under the direct supervision of the owner.
4. A dog or cat may be chained in the backyard of a single family home; however, the chained area may not exceed 15 feet from the house.
5. Dogs and cats may not be chained in the condo area.

D. Pooper Scooping

1. Owning animals entails disposing of their excrement.
2. Do not allow your pets to use neighboring yards, the golf course, kiddy park or other maintained areas to avoid this chore.
3. Please do not allow your dog to urinate on neighbor's shrubs, trees or lawns.

E. Nuisance Pets

1. The Association shall have the right to prohibit any animal which constitutes, in the opinion of the Board, a nuisance to any other owner, an aggressive dog, animals that advance on others and barking dogs.
2. Homeowners are encouraged to keep their pets inside after 10:00 p.m. to decrease the likelihood of their dog barking and disturbing neighbors.

F. Pet Courtesy

If homeowners feed their pets outside they are encouraged to bring food in at night, as it may draw skunks and other undesirable animals.

VI. WILDLIFE

A. Respecting Wildlife

1. Wildlife such as geese, ducks, birds and fish are not to be molested. This includes throwing of rocks, sticks and snowballs.
2. Nesting ducks and geese should not be approached closer than 100 feet.

3. Dogs and cats may not be allowed to bother wildlife in any way, at any place, on the Ranch. Nesting and hatching of young takes place approximately from March through July.
4. In that the Ranch is a Wildlife Refuge Area, any dog or cat that molests wildlife, or a dog that chases horses or cattle, shall be declared a nuisance and ordered to be removed from the Ranch.

VII. HUNTING & CARRYING ARMS

A. Hunting

1. Hunting is strictly prohibited on the Ranch, unless during controlled hunts (notice of dates will be sent by the Office.)
2. No one is allowed to use the Ranch property to cross over and hunt on neighboring land.

B. Carrying Arms

1. The carrying and use of firearms, BB guns, air rifles, bows and arrows and slingshots are also prohibited.

VIII. RECREATION

A. Owners whose Ranch accounts are delinquent will be prohibited from using recreational amenities.

B. Cross Country Skiing

1. Cross Country Skiing is permitted on the Ranch, but is not allowed on putting greens or private yards.
2. As a courtesy, those on foot, horseback or with dogs are asked to avoid disturbing established ski tracks.

C. Lakes and Streams

1. Ranch lakes & streams may not be used for boating, rafting, tubing, swimming, wading or ice-skating.
2. Reasons for prohibiting these activities include the thick, entangling growth of pond weeds, the presence of pesticide residue, and fluctuations in water flow affecting ice stability.

IX. Permits and Passes

- A. **Fishing:** Permit required; rules will be available to permit holders at the Ranch Office.
- B. **Golf:** Available at the Golf Shack or at the Ranch Office
- C. **Tennis:** Available at the Golf Shack or at the Ranch Office
- D. **Horses:** Available at the Ranch Office

X. COMMON RECREATIONAL RESERVE

A. General

Use of the Common Recreational Reserve at the Ranch at Roaring Fork shall be limited as prescribed in the Rules.

B. Areas subject to Special Provisions

1. Portions of the Common Recreation Reserve, such as the golf course, may be open to the public upon such terms and conditions and for such fees as the Board of Directors of the Ranch at Roaring Homeowners Association may determine.
2. Other portions of the Common Recreation Reserve covered by special rules adopted by the Board, such as fishing areas, shall be open to use by Owners, Tenants and Guests under the terms and conditions set forth in such special rules.
3. However, the following rules shall also be applicable to the Golf Course, Fishing areas, and other portions of the Common Recreation Reserve, covered by special rules, except to the extent specifically provided to the contrary for such special areas by the Board.
 - a. Owners and Tenants use
 1. Owners shall be entitled to the use of the Common Recreational Reserve except that, if the property of the owner has been leased to another party and Owner's rights to use the Common Recreation Reserve has been granted to the Tenant the Tenant and not the Owner may use the Common Recreation Reserve during the term of the lease.
 4. No Tenant may use the Common Recreation Reserve unless the owner has granted the Tenant such permission in writing. Owner is required to provide the Ranch Office with a copy of Tenant occupancy.

B. Guest

1. An Owner or Tenant entitled to use the Common Recreation Reserve may authorize Guests to use the Common Recreation reserve subject to the following limitations.
 - a.) any Guest must either be accompanied by the Owner or Tenant or by a member of the family of the Owner or the Tenant over the age of eighteen (18).

C. Maximum Number of Users

1. The total number of persons entitled to use the Common Recreation Reserve in any day as an Owner, Tenant or Guest on peculiar property shall be four (4).