



RULES AND REGULATIONS FOR THE RANCHES A FIVE PINE MESA

Introduction. The following are the initial Rules and Regulations for The Ranches at Five Pine Mesa, which have been adopted by the Board of The Ranches at Five Pine Mesa Association, as of the date stated at the end hereof. Such initial rules and regulations, as the same may be amended, supplemented or restated in the future from time to time (the "Rules") are intended to supplement and complement the provisions of the Declaration of Protective Covenants, Conditions, Restrictions and Easements for The Ranches at Five Pine Mesa, which has been recorded in the office of the Routt County, Colorado Clerk and Recorder, as the same may be amended, supplemented or restated in the future from time to time (the "Declaration"). All capitalized terms used in the Rules shall have the same meanings as are given to them in the Declaration, unless otherwise specifically stated in the Rules. In the event of any conflict between any of the provisions of the Rules and any of the provisions of the Declaration, the provisions of the Declaration shall govern and control.

1. Home Businesses and Other Non-Residential Activities. A home occupation, business, profession, trade or other non-residential activity carried out on a Lot by the Owner of such Lot, or a Guest, Lessee or Subowner of such Owner, which is secondary and incidental to the use of the Lot for residential dwelling purposes, shall be permitted, but only if: (a) such activity is otherwise permitted under the Declaration and is carried out in compliance with the Association Documents; (b) such activity is permitted under and carried out in compliance with all applicable Governmental Requirements; (c) such activity is conducted within the Building Envelope of such Lot; (d) a person, observing the Lot from any point outside the Lot, would not reasonably conclude that an occupation, business, profession, trade or other non-residential activity is being conducted on the Lot; (e) such activity does not result in traffic which is excessive or which is not normally associated with residential use; and (f) such activity is conducted in a manner so as not to be a nuisance or disrupt wildlife.

2. Camping.

(a) Camping in a tent by Caretakers and Caretaker Guests, and by Owners, Guests, Lessees and Subowners, shall be permitted during any period not to exceed five consecutive months in any one consecutive twelve month period, or during such other period as may be specifically permitted in writing by the Board from time to time, provided that such activity (i) is permitted under and is conducted in compliance with all applicable Governmental Requirements, (ii) is conducted in a manner so as not to be a nuisance or disrupt wildlife and so as to be otherwise in compliance with the Association Documents, (iii) if conducted by a Caretaker or a Caretaker Guest, is conducted in such place as is specifically permitted in writing by the Board from time to time for camping, and (iv) if conducted by an Owner or a Guest, Lessee or Subowner of such Owner, is conducted on the Lot of such Owner or in such other place as is specifically permitted in writing by the Board from time to time for camping.

(b) Motor homes, trailers and campers, and any other vehicles designated from time to time by the Board, shall be permitted to be used for camping or as a residence or for living or sleeping purposes by Caretakers and Caretaker Guests, and by Owners, Guests, Lessees and Subowners, during any period not to exceed seven consecutive days in any one consecutive thirty day period, or during such other period as may be designated by the Board from time to time, provided that such activity (i) is permitted under and is conducted in a manner so as not to be a nuisance or disrupt wildlife and so as to be otherwise in compliance with all applicable Governmental Requirements, (ii) is conducted in compliance with the Association Documents, (iii) if conducted by a Caretaker or a Caretaker Guest, is conducted in such place as is designated by the Board from time to time for such activity, and (iv) if conducted by an Owner or a Guest, Lessee or Subowner of such Owner, is conducted on the Lot of such Owner or in such other place as is designated by the Board from time to time for such activity.

3. Construction. All construction commenced on a Lot shall be diligently pursued to completion and shall be substantially completed within a reasonable time of commencement, as determined by the Board. All construction materials and equipment for construction on a Lot shall be stored only within the Building Envelope of such Lot and shall be neatly stacked and properly covered and secured. All construction-related trash and debris on a construction site on a Lot shall be cleaned up at the end of each work day, initially stored in appropriate receptacles within the Building Envelope on such Lot, and, at least once each week during the period of construction, removed from such construction site to the closest solid waste disposal site approved by Routt County for disposal of such trash and debris. No construction-related trash or debris shall be dumped, buried or burned anywhere on the Property, without the prior written consent of the Board. Adequate sanitary facilities, such as portable toilets, for construction workers engaged in construction on a Lot shall be provided within the Building Envelope of such Lot. In the course of any construction on a Lot, no other Lot and no part of the Common Elements shall be disturbed, damaged or trespassed upon. Immediately upon completion of construction on a Lot, temporary buildings, structures and facilities used during such construction shall be removed from the Property, the construction site shall be cleaned up in accordance with this Section 3 and, to the extent reasonably possible and otherwise in compliance with the Association Documents, the land and vegetation shall be reclaimed and restored to a reasonably natural condition.

4. Fires/Blasting. No garbage, trash, leaves, brush, trees, wood or other materials shall be burned on the Property, and no open or exterior fires of any kind shall be lighted or made on the Property, except for (a) barbecue fires contained within receptacles designed for such use, while attended and in use for cooking purposes and located in areas designated for such use by the Board; (b) well-protected campfires while attended and in use for camping purposes and located in areas designated for such use by the Board; (c) fires contained within interior wood or gas burning devices designed for such use within permitted Improvements, the Owners' Cabin or the Caretaker Unit; (d) fires authorized in writing by the Board and reasonably necessary for clearing or maintenance of land; and (e) fires made in connection with the exercise of any rights or obligations of Declarant under the Declaration or under any purchase agreement with an initial purchaser of a Lot from Declarant. No fireworks or similar explosive or incendiary devices shall be discharged on the Property, and no blasting shall occur on the Property, except that blasting may occur in connection with the exercise of any rights or obligations of Declarant under the Declaration or under any purchase agreement with an initial purchaser of a Lot from Declarant, and blasting may occur in connection with construction of permitted Improvements or Common Elements, if authorized in writing by the Board.

5. Timber Harvesting. Timber may be harvested from the portion of a Lot inside of the Building Envelope of such Lot, if (a) the harvested timber is not used for commercial or business purposes; and (b) either the timber is harvested from trees or vegetation which are permitted or required to be removed pursuant to the Association Documents, or, instead, the timber is harvested in accordance with good silvicultural¹ practices and the harvesting does not materially change, disturb or impair the natural environment of any portion of such Lot outside of the Building Envelope of such Lot. Timber may be harvested from the portion of a Lot outside of the Building Envelope of such Lot, only if specifically permitted under the Declaration.

6. Garbage and Trash. All garbage and trash shall be deposited in receptacles designed for such use. Such receptacles shall either meet the standards of being "bear proof" as determined from time to time by the Colorado Department of Wildlife, or, instead, shall be kept in an enclosed structure designed to house such receptacles, such as a garage or barn, and shall not be left outside of such structure at any time, except for the limited time as is necessary to remove garbage or trash from the receptacles. All garbage or trash receptacles for a Lot, and all enclosed structures in which garbage or trash receptacles for a Lot are kept, shall be located within the Building Envelope of such Lot.

7. Animals Generally. The keeping, boarding, raising, breeding and maintaining on a Lot of those animals which are specifically permitted under either the Declaration or the Rules shall be permitted, but only if such activities (a) are secondary and incidental to the use of the Lot for residential dwelling purposes, (b) are otherwise permitted under and carried out in compliance with the Association Documents; (c) are otherwise permitted under and carried out in compliance with all applicable Governmental Requirements; (d) are conducted in a manner so as not to be a nuisance, or be a danger to persons or property or disrupt wildlife; and (e) are not conducted for commercial purposes, unless such commercial purposes are permitted under the Declaration or have been specifically approved in writing by the Board.

8. Specific Permitted Animals.

(a) Up to four horses at any one time, and up to four dogs at any one time, and any number of cats and other small domesticated household pets, may be kept, boarded, raised, bred or maintained on a Lot, in such locations as may be permitted from time to time in writing by the Board, but only if such animals and activities otherwise comply with Section 7 of the Rules.

(b) Animals other than those described in Section 8(a) may be kept, boarded, raised, bred and maintained on a Lot, if specifically permitted in writing by the Board, in such numbers, in such locations, in such manner and subject to such other restrictions and limitations as may be specified from time to time in writing by the Board, but only if such animals and activities otherwise comply with Section 7 of the Rules.

9. Signs. In addition to those signs permitted under the Declaration, the following signs may be placed or maintained on the Property: (a) signs on a Lot which are not visible outside of the Building Envelope of such Lot; (b) signs on a Lot which are required or permitted by the Design Review

¹ Silviculture: The care and cultivation of forest trees; forestry.

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly elected and acting Secretary of The Ranches at Five Pine Mesa Association, a Colorado nonprofit corporation, and that the foregoing Rules and Regulations for The Ranches at Five Pine Mesa constitute the initial Rules and Regulations of the Association, as duly adopted by written action of the Executive Board and of the sole Member of that Association, on the 11th of January, 1999 ~~1999~~ 2000.

Dated: January 11, 2000

Walter Howard

Name:
Secretary