

RULES AND REGULATIONS

OF

OPEN SPACE AND TRAILS, A COMMON AREA AMENITY OF SUMMIT SKY RANCH

PREAMBLE

These Rules and Regulations are applicable to all Common Area open space and trails located within Summit Sky Ranch (collectively, the “**Open Space**”). They are not intended to address all conceivable issues that may be encountered during the operation of the Open Space, and may be amended from time to time in the sole discretion of the Board. All capitalized terms used in these Rules and Regulations without definition shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions of Summit Sky Ranch recorded in the real property records of Summit County, Colorado on March 8, 2016 at Reception No. 1135780 (as amended and supplemented from time to time, the “**Declaration**”).

These Rules and Regulations supersede the Rules and Regulations of Open Space and Trails adopted by the Board on April 30, 2017.

These Rules and Regulations are intended to protect the Open Space and to promote the health, safety, welfare and enjoyment of Members and their guests and family members while residing at Summit Sky Ranch (collectively, “**Users**”).

A. GENERAL RULES AND REGULATIONS.

1. Only Users may use the Open Space. Users shall abide by all rules, regulations and requirements of the Association, including these Rules and Regulations, as they may be amended from time to time.
2. The Open Space shall generally be open from dawn until dusk, and closed dusk until dawn, or on the days and during the hours as may be established by the Board from time to time. The Open Space or portions thereof may be temporarily closed for any reason including, without limitation, maintenance, repairs and inclement weather. The Board may establish guidelines allowing Users to use portions of the Open Space for private events.
3. The Association reserves the right, in its sole discretion, to refuse service to or expel from the Open Space any User when that User appears intoxicated.
4. Commercial advertisements shall not be posted or circulated at the Open Space nor shall solicitations of any kind be made at the Open Space without the prior written approval of the Board. Other than as permitted in writing by the Board, no petition shall be originated, solicited, circulated or posted at the Open Space.
5. No pets are permitted at the Open Space except dogs which are on a leash at all times. Users are responsible for damage caused and waste left by an animal owned by the User or under the User's control. All dog waste shall be returned to the User's home for disposal and not left within the Open Space.

6. Users may not abuse, mistreat or harass any employee of or contractor for the Association, verbally or otherwise. All Association employees and contractors are under the supervision of the Board, and no User shall reprimand or discipline any Association employee or contractor. Any employee or contractor not rendering courteous and prompt service should be reported to the Board.
7. Users shall not engage in any conduct that is improper, unlawful, disruptive, abusive or indecent, or which is determined by the Board, in its sole discretion, to be offensive to the enjoyment of the rights and privileges of the Open Space by other Users. Without limiting the discretion of the Board to include other actions, the following actions will be deemed by the Board to be improper or offensive to the enjoyment of the rights and privileges of the Open Space by Users: (i) harassing or belligerent behavior towards a User; (ii) creation of a nuisance; and (iii) persons under the influence of alcohol or drugs.
8. Parking is only allowed in designated parking spaces. "No Parking" signs must be observed. Vehicles in violation of "No Parking" signs may be towed at the owner's expense. Parking is generally "first come, first served." No vehicle shall be parked for longer than eight (8) consecutive hours without prior written approval of the Board.
9. Smoking, vaping and marijuana use are prohibited at the Open Space.
10. No fireworks are permitted anywhere at the Open Space unless part of a fireworks exhibit organized and conducted by the Association.
11. Firearms and all other weapons of any kind are not permitted at the Open Space at any time.
12. Use of the Open Space may be restricted or reserved from time to time by the Board in its sole discretion. The Board shall have the right to restrict the number of Users using the Open Space and to establish a reservation system for use of the Open Space.
13. Violation of any of these Rules and Regulations or conduct in a manner prejudicial to the best interests of the Open Space shall subject a violating User to disciplinary action, including suspension or expulsion, by the Board in accordance with the Bylaws of the Association and these Rules and Regulations.
14. Association personnel shall have full authority to enforce these Rules and Regulations and any infractions shall be reported to the Board.
15. In no event shall the Open Space discriminate against any individual because of the individual's race, color, religion, gender or sexual orientation, national origin, age or handicap.

B. DISCIPLINE

1. Owners are responsible for their own conduct and for the conduct of their family members and guests. Subject to the Bylaws of the Association, any Owner whose conduct or whose family member's or guest's conduct shall be deemed by the Board to be likely to endanger the welfare, safety, harmony or good reputation of the Open Space or the Users or is otherwise improper, may be reprimanded, fined, suspended or expelled and have all privileges associated with the Open Space suspended or terminated by the

Board. The Board shall be the sole judge of what constitutes improper conduct, but improper conduct shall include, without limitation, (i) failing to abide by these Rules and Regulations; (ii) abusing Open Space contractors or employees; or (iii) acting in a manner incompatible with the appropriate standard of conduct of the Open Space.

C. LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

1. Each User as a condition of his or her use of the Open Space assumes sole responsibility for his or her personal property. The Association shall not be responsible for any loss or damage to any personal property at the Open Space. Any such personal property which may have been left at the Open Space for five days or more without payment of storage thereon may be sold by the Association, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds, if any, may be retained by the Association.
2. No User shall remove any property belonging to the Association from the Open Space without written authorization. Every Owner shall be liable for any property damage caused by such Owner, and each Owner shall be further responsible for any property damage caused by his or her family members and guests. The cost of such damage shall be charged to the applicable Owner.
3. Any User or other person, who, in any manner, makes use of or accepts use of the Open Space or privileges or services related thereto, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Association, either on or off the Open Space premises, shall do so at his or her own risk. Each User releases the Association and its directors, officers, members, employees, representatives, contractors and agents (collectively, the “**Released Parties**”) from any and all loss, cost, claim, injury, damage or liability sustained or incurred by any of them resulting from or arising out of any conduct or event connected with the Open Space, except to the extent the same results from the gross negligence or willful misconduct of any of the Released Parties. Each User shall indemnify, defend and hold harmless the Released Parties from any loss, cost, claim, injury, damage or liability sustained or incurred by any of them arising out of or incident to the Open Space or use of the Open Space by such User, except to the extent the same results from the gross negligence or willful misconduct of any of the Released Parties. Should any family member or guest of any Owner bring suit against any of the Released Parties in connection with any event operated, organized, arranged or sponsored by the Association or on account of any other claim or matter in connection with the Open Space, such Owner shall indemnify and hold harmless the Released Parties therefrom, except to the extent the same results from the gross negligence or willful misconduct of any of the Released Parties.
4. Should any party bound by these Rules and Regulations bring suit against any of the Released Parties in connection with any event operated, organized, arranged or sponsored by the Association or on any other claim or matter in connection with the Open Space, and fail to obtain judgment therein against any of the Released Parties, such party shall be liable to the prevailing Released Parties for all costs and expenses incurred by them in the defense of such suit, including without limitation, court costs and attorneys’ fees.

D. GUEST PRIVILEGES

1. Subject to the Bylaws of the Association, guest privileges for the Open Space may be extended under the rules, regulations and requirements established by the Board from time to time. Although it is the intention of the Open Space to accommodate guests of Owners, the Board reserves the right to limit the number of guests that are invited or are sponsored by an Owner on any given day and the number of times a particular guest may use the Open Space during any given period of time. The Board may establish from time to time the rate of any fees and charges and the rules, regulations and requirements for use of the Open Space by guests. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Board in its sole discretion.
2. There shall be no unaccompanied guests at the Open Space, unless otherwise permitted in the Bylaws or by the Board in writing.
3. Any individual using the Open Space must sign an amenity release and waiver for the benefit of the Association. The Association reserves the right to require identification by each User.
4. The sponsoring Owner shall be responsible for all charges incurred by such Owner's guests. The sponsoring Owner is also responsible for the conduct of such Owner's guests while at the Open Space. If the manner or appearance of any guest is deemed to be unsatisfactory, the sponsoring Owner shall, at the request of Association staff or the Board, cause such guest to leave the Open Space.

E. SPECIFIC RULES

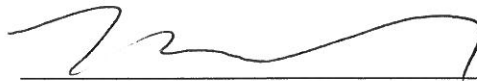
1. Applicable Law. To the extent not inconsistent with the Declaration or these Rules and Regulations, the Summit County Open Space Regulations, as the same may be amended from time to time (collectively the "**Applicable Laws**"), are applicable to the Open Space and are incorporated herein by reference. The Board reserves the right to adopt to waive portions of the Applicable Laws and to adopt rules and regulations that may be more restrictive than the Applicable Laws.
2. Trails Primarily for Pedestrians. All trails are open to foot and bicycle traffic, however, bicycle riders shall yield the right of way to pedestrians. Equestrian use is prohibited unless otherwise designated.
3. Motorized Vehicles. Motorized vehicles are prohibited on all trails and open space except for Association and governmental vehicles performing maintenance or management functions.
4. Preservation of Open Space and Trail System. Removing, destroying, mutilating, defacing, damaging, or disturbing any vegetation, wildlife, or natural feature is prohibited. Feeding or attempting to feed any wildlife is prohibited. Hunting, trapping, or the release of any wildlife is prohibited.
5. Fires. Open fires of any kind are prohibited.
6. Noise. Sound amplification and unreasonably loud noises that would disturb others are prohibited.
7. Containers. Glass containers are prohibited.

8. Camping. Camping is prohibited.
9. Food Storage. Food must be handled and stored appropriately because the Open Space is within mountain lion and bear habitats.
10. Remote Controlled Devices. Operation of remote controlled or motorized aircraft (includes drones from, in, on or over the Open Space) other than by Declarant is prohibited.
11. No Littering. All trash, rubbish and other debris shall be removed by the applicable User upon leaving the Open Space.

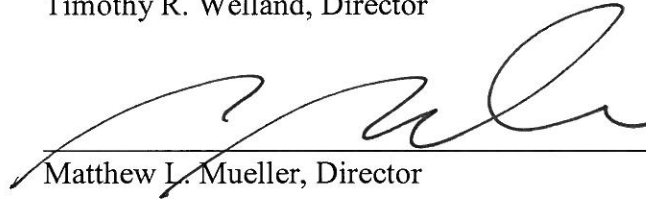
Made effective this 9th day of July, 2018 by the Directors of the Association.



Paul L. Books, Director



Timothy R. Welland, Director



Matthew L. Mueller, Director