

RULES AND REGULATIONS

OF

FISHING ACCESS TO THE BLUE RIVER, A COMMON AREA AMENITY OF SUMMIT SKY RANCH

PREAMBLE

These Rules and Regulations are applicable to the “Grantor Property” as described that certain Fishing Access Easement from Everist Land Holdings, LLC, a South Dakota limited liability company, as grantor, to Maryland Creek Ranch Builders, LLC, a South Dakota limited liability company, as grantee, dated October 18, 2017 and recorded in the records of the Summit County Clerk and Recorder on October 19, 2017 at Reception No. 1154706 (the “**Blue River Fishing Access**”). They are not intended to address all conceivable issues that may be encountered during the operation of the Blue River Fishing Access, 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 records of the Summit County Clerk and Recorder on March 8, 2017 at Reception No. 1135780, as supplemented by a First Supplement to Declaration of Covenants, Conditions and Restrictions of Summit Sky Ranch recorded in the records of the Summit County Clerk and Recorder on April 27, 2017 at Reception No. 114006 and a Second Supplement to Declaration of Covenants, Conditions and Restrictions of Summit Sky Ranch recorded in the records of the Summit County Clerk and Recorder on September 13, 2017 at Reception No. 1151362 and amended by a First Amendment to Declaration of Covenants, Conditions and Restrictions of Summit Sky Ranch recorded in the records of the Summit County Clerk and Recorder on August 18, 2017 at Reception No. 1148976 (collectively, the “**Declaration**”).

These Rules and Regulations are intended to protect the Blue River Fishing Access 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**”). The Blue River Fishing Access is committed to providing all Users an enjoyable experience. To uphold these standards, Users are expected to act in a manner consistent with good taste. Misconduct by any User should be reported to the Blue River Fishing Access management.

A. GENERAL RULES AND REGULATIONS.

1. Only Users may use the Blue River Fishing Access. Users shall abide by all rules, regulations and requirements of the Summit Sky Ranch Homeowners Association, Inc. (“**Association**”), including these Rules and Regulations, as they may be amended from time to time, as well as the terms of the Fishing Access Easement described above. Each individual using the Blue River Fishing Access must sign an activities waiver and release in the form designated by the Association.
2. The Association reserves the right to install a gate or other means of controlling access to the Blue River Fishing Access. All Users shall cooperate with any means to control access and shall not attempt to damage, alter or circumvent any access control. Users shall not assist any unauthorized persons in using the Blue River Fishing Access.
3. The Blue River Fishing Access 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 Blue River Fishing Access 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 Blue River Fishing Access for private events.

4. The Association reserves the right, in its sole discretion, to refuse service to or expel from the Blue River Fishing Access any User when that User appears intoxicated.
5. Commercial advertisements shall not be posted or circulated at the Blue River Fishing Access nor shall solicitations of any kind be made at the Blue River Fishing Access 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 Blue River Fishing Access.
6. Dogs or other pets (with the exception of those assisting persons with disabilities) are not permitted at the Blue River Fishing Access except with the written permission of the Board. Where dogs are permitted on the Blue River Fishing Access grounds, they must be on a leash. Users are responsible for damage caused by an animal owned by the User or under the User's control.
7. Users may not abuse, mistreat or harass any employee of or contractor for the Blue River Fishing Access, verbally or otherwise. All Blue River Fishing Access employees and contractors are under the supervision of the Board, and no User shall reprimand or discipline any Blue River Fishing Access employee or contractor. Any employee or contractor not rendering courteous and prompt service should be reported to the Board.
8. 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 Blue River Fishing Access 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 Blue River Fishing Access 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.
9. 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 Association or the Manager.
10. Smoking and marijuana use are prohibited at the Blue River Fishing Access.
11. No fireworks are permitted anywhere at the Blue River Fishing Access unless part of a fireworks exhibit organized and conducted by the Association.
12. Firearms and all other weapons of any kind are not permitted at the Blue River Fishing Access at any time.
13. Use of the Blue River Fishing Access 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 Blue River Fishing Access and to establish a reservation system for use of the Blue River Fishing Access.

14. Violation of any of these Rules and Regulations or conduct in a manner prejudicial to the best interests of the Blue River Fishing Access 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.
15. Association personnel shall have full authority to enforce these Rules and Regulations and any infractions shall be reported to the Board.
16. Operation of remote controlled or motorized aircraft (includes drones from, in, on or over the Blue River Fishing Access) is prohibited.
17. In no event shall the Blue River Fishing Access 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 Blue River Fishing Access or the Users or is otherwise improper, may be reprimanded, fined, suspended or expelled and have all privileges associated with the Blue River Fishing Access 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 Blue River Fishing Access contractors or employees; or (iii) acting in a manner incompatible with the appropriate standard of conduct of the Blue River Fishing Access.

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

1. Each User as a condition of his or her use of the Blue River Fishing Access 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 Blue River Fishing Access. Any such personal property which may have been left at the Blue River Fishing Access 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 Blue River Fishing Access 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 Blue River Fishing Access 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 Blue River Fishing Access, 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 Blue River Fishing Access, except to the extent the same results from the gross negligence or willful misconduct of any of the Released Parties. Each User shall indemnify 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 Blue River Fishing Access or use of the Blue River Fishing Access 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 Blue River Fishing Access, 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 Blue River Fishing Access, 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

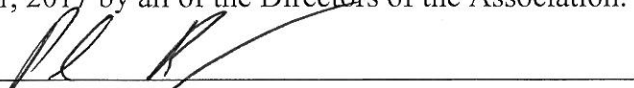
1. Subject to the Bylaws of the Association, guest privileges for the Blue River Fishing Access may be extended under the rules, regulations and requirements established by the Board from time to time. Although it is the intention of the Blue River Fishing Access to accommodate guests of Owners, the 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 Blue River Fishing Access 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 Blue River Fishing Access 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 Blue River Fishing Access, unless otherwise permitted in the Bylaws or by the Board in writing.
3. Any individual using the Blue River Fishing Access as a guest must be registered by the sponsoring Owner with the Association. The Association reserves the right to require identification by each guest. Each individual using the Blue River Fishing Access must sign an activities waiver and release in the form designated by the Association.
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 Blue River Fishing Access. 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 Blue River Fishing Access.

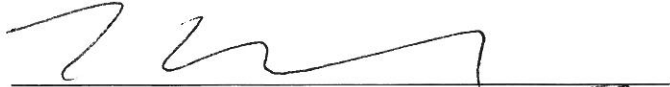
E. FISHING RULES

1. Applicable Law. The fishing laws of the State of Colorado and all other applicable laws, codes, ordinances, rules and regulations of federal, state and local governmental authorities having jurisdiction over the Blue River Fishing Access, as the same may be amended from time to time (collectively, the “Laws”), are applicable to the Blue River Fishing Access and are incorporated herein by reference. The Board reserves the right to adopt rules and regulations that may be more restrictive than the Laws.
2. Manner of Take. The only permitted manner of take shall be a personally attended line. Any other method shall be prohibited. Each User using the Blue River Fishing Access is limited to a maximum use of three (3) lines with two (2) hooks or lures per line at any one time. Leaving any fishing line unattended is prohibited. Nets may be used only for the removal of a fish caught on a line.
3. Take; Catch and Release. Only those Users that have proper licensing in compliance with the Laws that permits keeping fish will be allowed to take fish for consumption. All other Users shall release fish upon catch. Fish released upon catch must be released alive and into the same body of water from which they were taken. Transfer or transport of live fish that are intended to be released is prohibited, except as otherwise permitted in the provisions of the Laws.
4. Fishing Limit. In order to maintain a plentiful supply of game fish, a daily catch limit of three fish per User is in effect, subject to any stricter requirements in the Laws.
5. Tagged Fish. The removal of tagged fish from the Blue River Fishing Access is prohibited, and the removal of a tag from a fish is prohibited.
6. Ice Fishing. Ice fishing in the Blue River Fishing Access is prohibited.
7. Breeding Aids. The introduction of breeding aids by the placement of trees, branches, bushes, objects or any other artificial habitat into the Blue River Fishing Access is prohibited.
8. Preservation of Blue River Fishing Access. The Users shall not damage the Blue River Fishing Access while using the Blue River Fishing Access. The deliberate destruction of any native aquatic plants while recreating, fishing or retrieving any bait or lure is prohibited.
9. No Cleaning. Cleaning of fish at the Blue River Fishing Access is prohibited.
10. No Littering. All trash, rubbish and other debris shall be removed by the applicable User upon leaving the Blue River Fishing Access.
11. Unaccompanied Minor. All children under 16 must be accompanied by an adult 18 years or over in the Blue River Fishing Access.

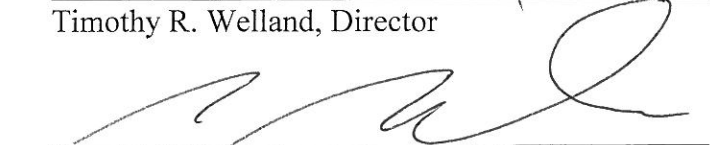
Made effective this 19th day of October, 2017 by all of the Directors of the Association.



Paul L. Books, Director



Timothy R. Welland, Director



Matthew L. Mueller, Director