

FLUME PLACER CIVIC ASSOCIATION, INC.

RULES AND REGULATIONS (As Amended)

PURSUANT TO Article VII, Section 1(a) of the By-Laws of Flume Placer Civic Association, Inc. ("FPCA"), the Board of Directors proposed and not less than two-thirds of the Members entitled to vote thereon did, at the annual meeting of Members on July 7, 2001, approve and adopt the following Rules and Regulations to govern the use of common areas and facilities in the Landis Ranch Estates:

I. VEHICLES

A. Definition

"Vehicle" shall be defined as any device for carrying persons, passengers, goods or equipment, including, but not limited to automobiles, trucks, buses, motorcycles, vans, recreational vehicles, trailers, snowmobiles, all terrain vehicles or motor scooters, regardless of the number of wheels on the vehicle.

B. Identification

Hanging rear view mirror tags or decals affixed to a vehicle shall be used to identify a vehicle as one belonging to a member or guest of a member when that vehicle is parked on common property of the FPCA.

C. Speed Limits

1. A speed limit of 15 MPH shall be observed on all FPCA roads unless a slower speed is indicated by road or visibility conditions.
2. Vehicles shall proceed with caution at all times, giving pedestrians and animals the right of way.

D. Parking

No vehicle shall be parked on a bridge or roadway. Vehicles parked on common property of the FPCA or near roadways shall be located so as to avoid interference with traffic or create obstructions to visibility. No vehicle may be parked on FPCA common property overnight.

E. Off Road Travel

Vehicles shall not be driven over native areas where grasses, brush or foliage could be damaged. Vehicular travel on hay meadows or other agriculturally dedicated land shall be confined to agricultural vehicles.

II. PROHIBITED ACTIVITIES

A. Camping

No vehicle may be parked on and no tent or other structure, shelter or enclosure may be erected or maintained on FPCA common property for the purpose of habitation for any period of time.

B. Fires

No Fires shall be set on FPCA common property. Outdoor fires on private property shall be attended at all times and shall be confined to fireplaces, appropriate incinerators or barbecue grills.

C. Firearms

There shall be no hunting on FPCA common property. No firearm shall be discharged on any property within the Landis Ranch Estates unless done with the bona fide intent to protect person or property.

D. Fireworks

Detonation, discharge or lighting of fireworks of any kind, including sparklers or similar pyrotechnic devices, within the Landis Ranch Estates, is strictly prohibited.

E. Tarryall River

There shall be no boating, rafting, kayaking, tubing or swimming in that portion of the Tarryall River that runs through the Landis Ranch Estates. No dams or other structures shall be placed in the River or on its banks without the written approval of the FPCA Board of Directors

III. FISHING

A. Fishing Members and Guest Defined

Fishing members are defined in section 1(a), (b) and (c) of The Flume Placer Civic Association, Inc. Second Addition to Protective Covenants recorded in the records of Park County, Colorado on February 28, 1985 at book 378, page 828. A person fishing in the Tarryall River under the sponsorship of a Member is defined as a Guest. Contractors, as hereinafter defined, shall not be considered as Guests.

B. License

Both members and guests must possess a valid Colorado fishing license when fishing on the Tarryall River. In marked "catch and release" sections of the River, catch and release fishing shall be practiced. On all portions of the

River, Brown trout shall be released back to the River. Members and guests shall observe the following fishing limits:

Members: 3 fish per day and 6 in possession

Guests: 2 fish per day and 4 in possession

C. Identification

When fishing, both Members and guests shall wear and visibly display the respective Member and Guest identification badges furnished by the FPCA. Failure to prominently exhibit the badge may result in a challenge by a Member and ejection from the River if proper authorization is not available on the fishing person.

D. Guest Fishing Authorization and Fee

Fishing guests are authorized to fish the Terryall River only when the sponsoring member is in residence. A sponsoring member shall be responsible for payment to the FPCA of a fee of \$7.00 per guest for each day or part of a day in which a guest fishes.

IV. CONTRACTORS

A. Contractor Defined

A Contractor is any person or entity, who is hired or retained by a member to build upon, construct, repair or provide professional service to or for the property or improvements of the member and who must come onto the FPCA property in order to accomplish the engagement, regardless of the period of time required. "Contractor" shall include employees, subcontractors and vendors of the Contractor.

B. Compliance With Rules

Contractors shall comply with these Rules and Regulations, however compliance does not imply that Contractors are considered to be Guests.

C. Prohibited Activities

- (a) Contractors shall have no fishing privileges within the Landis Ranch Estates.
- (b) Contractors shall set no outdoor fires or burn construction waste.
- (c) Contractors shall not litter or allow trash to blow away from a construction site.
- (d) Contractors shall not cut, gather or carry away wood, timber, branches or rocks.
- (e) Contractors shall not use, occupy, locate or inhabit a construction trailer, shed or other temporary structure without the written approval

of the FPCA Board of Directors as to the purpose and nature of the structure, its location and the duration of its existence.

- (f) Contractors shall not leave the job site or be elsewhere present on the Landis Ranch Estates except for necessary travel in going to or leaving the job site.
- (g) Equipment or loads that approach or exceed the load limits of any bridge on the Landis Ranch Estates shall not be brought into the property and shall not cross the bridges. The Contractor shall be liable to the FPCA for repair or replacement of any bridge damage.
- (h) Contractors shall not traverse the roadways on the Landis Ranch Estates with equipment or loads that will damage or cause rutting in the roads or will damage adjacent trees, fences or foliage. The Contractor shall be liable to the FPCA for repair or replacement of any road damage.

D. Insurance

For all construction projects that exceed five thousand dollars (\$5000.00) in cost the Contractor shall, before commencing work, furnish the FPCA Board of Directors a certificate of insurance certifying the FPCA as an insured party and insuring the activities of the Contractor while present on the Landis Ranch Estates for at least the following liabilities and damages:

- (a) Bodily injury--\$300,000
- (b) Property damage--\$300,000
- (c) Workman's compensation for employees of the Contractor who come onto the Landis Ranch Estates
- (d) Employee's liability--\$100,000

E. Member's Liability

The Member hiring or retaining a Contractor shall be responsible for educating the Contractor about these Rules and Regulations and shall be responsible for the Contractor's compliance therewith. In the event that the Contractor becomes liable for damages to the FPCA or any Member and such liability is not insured against, then the hiring Member shall be jointly liable with the Contractor for the damage. If the construction project is of such magnitude that the Contractor will be required to come onto the Landis Ranch Estates on five or more occasions the hiring Member shall secure the signature of the principal of the Contract on a copy of these Rules and Regulations below a written acknowledgement that he had read, understood and will abide by them.

F. Gate Keys

In the event that the Contractor requires frequent access to the Landis Ranch Estates, the Member shall provide the Contractor with a personal lock and

keys for the main gate. The personal lock shall be removed immediately upon completion of the construction project. No Member key shall be provided to any Contractor.

V. General

A. Member's Responsibility

It shall be the obligation and duty of members to instruct their guests, contractors and family as to these Rules and Regulations and to supervise and insure their compliance therewith.

B. Ecology

Every Member and Guest shall assume personal responsibility for maintaining and improving the ecology balance and the general good order and appearance of the Landis Ranch Estates property, all to the end of preserving the native values, pristine appearance and the environment that makes this property the cherished area that is has been since its inception.

C. Enforcement

The FPCA is not vested with police power to levy fines or punishment for violation of these Rules and Regulations, nor would it desire to have such power. To make this community work to the benefit of all Members these Rules and Regulations must be self-enforced by an honor code that all Members adopt and to which they commit themselves.
