

**Declaration of  
Rules and Regulations  
Common Areas  
River Ridge Ranch**

This Declaration of Rules and Regulations is made as of the 18<sup>th</sup> day of January, 2001 by Colorado Switzer, LLC, a limited liability company, organized under the laws of the State of Delaware (here in after called the "Declarant"). Declarant is the owner and developer of certain real property situated in Huerfano County, Colorado more particularly described in Exhibit A attached hereto, named and identified as River Ridge Ranch.

Declarant does **not** hereby declare that the Common Areas within River Ridge Ranch (defined below) shall be subject to the following rules and regulations, that will bind the grantees, heirs, successors, and assigns of all owners and future owners within River Ridge Ranch, Huerfano County, Colorado.

**Section 1 - Definitions and Easements**

- A. "Common Areas" shall be those areas as more particularly described in Exhibit A and as shown on the survey map of River Ridge Ranch, Phase 1, Huerfano County, Colorado.
- B. "Lot Owner" shall mean the Owner of Record, including successors and assigns, of any lot located within all Phases of River Ridge Ranch, Huerfano County, Colorado.
- C. "Landowner's Association" shall mean and refer to the River Ridge Ranch Landowner's Association, Inc., a Colorado non-profit corporation, which is being formed for the purpose of enforcing and carrying out the purposes of these Rules and Regulations.
- D. "Maintenance of Common Areas" All Common Areas shall be repaired, maintained and improved by the Landowner's Association including but not limited to taxes, insurance, general landscaping, clean-up, repair and maintenance of any pumps, wells, pipelines motors or electrical systems, or any other maintenance, repair or improvement designed to be promote the continued use and enjoyment of the Common Areas by all Lot Owners. Enforcement and interpretation of these Rules and Regulations shall be by the landowner's Association, which enforcement and interpretation shall be it's sole discretion.

**Section 2 - Rules and Regulations**

- A. Common Areas shall only be used by Lot Owners of River Ridge Ranch or their guests.
- B. Common Areas shall be kept clean of trash and debris at all times and shall be used for the quiet enjoyment of all Lot Owners. No loud, dangerous or obnoxious activities shall be permitted.
- C. Use of Common Areas shall be during daylight hours only, unless advance permission is granted by the Board of managers of the Landowner's Association.
- D. Open fires are expressly prohibited within the Common Areas. Fires will be restricted to designated fire pit areas only or within self-contained portable grills.
- E. Only non-motorized craft shall be allowed on the lakes. Jet ski's, motor boats and similar craft are expressly prohibited.
- F. Use of the entire lake is permitted by canoe, kayak, sailboat or other non-motorized craft, but launching of a boat or any picnicking activities shall be restricted specifically to the boundaries of the Common Area and the island within the lake.

- G. No storage of boats, vehicles or other equipment in the Common Areas.
- H. No camping of any kind shall be allowed within the Common Areas.
- I. No hunting or discharge of firearms shall be allowed within the Common Areas.
- J. Fishing shall be allowed in both Common Areas subject to any State of Colorado Department of Fish and Game regulations that may apply.

**Section 3 - Enforcement and Miscellaneous Provisions**

- A. "Declaration Attaches to the Land" – These rules and Regulations shall run with the land and be binding upon the present Lot Owners and all subsequent Lot Owners of any Lot within or on a portion of River Ridge Ranch, including all subsequent phases. These Rules and Regulations may be amended by the Declarant in its sole discretion until such time as Declarant Control of the landowner's Association is turned over to the Lot Owners. Thereafter, these Rules and Regulations may only be amended by unanimous consent of all Lot Owners in all Phases of River ridge Ranch.

**Section 4 – Disclaimer of Liability and Governing Law**

- A. Neither the Landowner's Association, owners of Lot 24 and 24A, nor the Declarant shall be liable for any damage to property, injury to persons or death arising out of any use of the Common Areas by any Lot Owner and/or their guests, unless such injury, damage or death arises out of the gross negligence or willful misconduct of the Landowner's Association, owners of Lot 24 and 24A and the Declarant. Every Lot Owner and/or their guests, by using the Common Areas, assume the risk of such use, acknowledging that there are inherent dangers in using the Common Areas including without limitation the lake and the land surrounding it. Neither the Declarant nor Landowner's Association undertakes to provide any safety equipment, personnel, or other methods of rescue, medical treatment, or other similar services in connection with the Common Areas, and by such use of the Common Areas, the Lot Owners and/or their guests acknowledge that they must provide their own rescue, medical treatment, and similar services for any injuries, damage or death arising out of their use of the Common Areas.
- B. These Rules and Regulations shall be governed by the laws of Colorado and inclusive jurisdiction for any matter arising under them shall be in Huerfano County, Colorado.

IN WITNESS WHEREOF, Colorado Switzer, LLC has signed this Declaration of Rules and regulations on the date set forth on the acknowledgment.

Colorado Switzer, LLC  
A Delaware Limited Liability Company

By \_\_\_\_\_  
Jeffrey A. Switzer, Authorized Agent

STATE OF COLORADO        }  
  }SS:  
COUNTY OF Huerfano        }

Subscribed and sworn before me by Jeffrey A. Switzer on the 18<sup>th</sup> day of January, 2001.

WITNESS MY HAND AND OFFICIAL SEAL:

My commission expires: 12/18/2004

\_\_\_\_\_  
Notary Public