

**THIRD AMENDMENT TO SECTION 5.7 OF THE
RULES AND REGULATIONS OF EAGLE RIDGE RANCH
PERTAINING TO HUNTING AND CABIN USAGE DURING HUNTING SEASONS**

At its duly noticed Meeting on December 10, 2009, the Board of the Association unanimously approved and adopted the third amendment to Section 5.7 of the Rules of the Association. The adoption of this amendment is based upon two years of experience with hunting and cabin use in the Primitive Area since the adoption of the Second Amendment to Section 5.7 of the Rules on February 6, 2007. This third amendment was adopted after consultation with a number of Homesteaders interested in hunting and cabin usage, and represents the Board's best conclusions (i) regarding the safety of Owners and Guests, (ii) providing Owners and Guests with a high quality hunting experience, (iii) maintaining the Primitive Area as a high quality wildlife habitat, big game hunting, and wildlife viewing area, and (iv) providing efficient and enjoyable use of the cabins in the Primitive Area.

Section 5.7 shall read as follows:

5.7 **Hunting and Cabin Usage During Hunting Seasons.** Hunting and discharging explosive weapons on the Ranch and usage of the cabins in the Primitive Area during hunting seasons shall be in accordance with the Rules set forth in this Section. In addition to the rules and regulations set forth in this section, all hunters must comply with all applicable Federal, State, and local hunting regulations.

- a. **Safety Is Paramount.** Hunting and discharging explosive weapons on the Ranch shall be undertaken at all times in such a manner as to absolutely minimize the possibility of inflicting injury or damage to all persons, non-game and non-varmint animals, and property. No automatic weapons (more than one shot from one trigger pull) of any kind shall be used on the Ranch except as expressed in writing by action of the Board. It shall be the primary responsibility and liability of the Owner using the Primitive Area during a hunting season to assure that all of his or her guests and family members conduct all of their activities in compliance with all applicable hunting laws and regulations and in the safest reasonable manner with respect to themselves and third parties. The use of the Primitive Area during a hunting season by an Owner shall, by such use, automatically constitute a consent to comply with all of the requirements and provisions of this Rule 5.7.
- b. **Hunting Permitted by Owners and Guests Only.** Except for persons retained by the Association to remove varmints or other animals from the Ranch, only Owners and Guests accompanied by an Owner or member of an Owner's family shall be permitted to hunt on the Ranch.
- c. **Hunting Permitted Only In Primitive Area:** Except as provided in this Section, hunting or discharging explosive weapons shall be only in the Primitive Area, unless specifically authorized in writing by action of the Board. Discharging explosive weapons or hunting for varmints, mountain lion, badger, otter, coyote, musk rat, or beaver may be undertaken on the Ranch other than in the Primitive Area solely under the following conditions:
 - i. "Varmints" means only the following: coyotes, porcupines, whistle pigs/rockchucks, rabbits, hares, prairie dogs, rats, ravens, woodpeckers, and chipmunks.

ii. Discharging an explosive weapon or hunting with a weapon of greater than .22 caliber shall be undertaken only after notifying the Ranch Manager or an officer of the Association, and then only in compliance with any instructions issued by the Ranch Manager or officer.

iii. Hunting for mountain lion may be only in the Primitive Area unless the Ranch Manager or an officer of the Association expressly authorizes a hunt elsewhere on the Ranch in advance of the hunting, and then only in compliance with any instructions issued by the Ranch Manager or officer.

iv. Hunting for badgers, otters, musk rats, or beaver may be undertaken only if expressly authorized by the Ranch Manager or an officer of the Association in advance of the hunting, and then only in compliance with any instructions issued by the Ranch Manager or officer.

- d. **Guests Must Be Accompanied By Owner.** All Guests of an Owner engaging in hunting activities on the Ranch shall be accompanied by that Owner, or a member of that Owner's immediate family, during such activities.
- e. **Use of Primitive Area During Hunting Seasons.** For safety reasons, and unless otherwise first approved by the President of the Association or designated Board member on a case by case basis, Owners not engaging in hunting activities should not use the Primitive Area for recreational or other activities during the portion of a hunting season in which another Owner has reserved the right to hunt. As used in these Rules, "hunting season" shall mean a season established by regulations of the State of Colorado pertaining to hunting big game (elk, deer, bear, mountain lion, moose, and sheep).
- f. **Number of Hunters and Guests:** No more than eight hunters, excluding trespassers, shall hunt in the Primitive Area during any particular hunting season. Except as otherwise authorized in advance by the Board. With respect to the number of non-hunting Owners or Guests, no more than ten Owners and Guests, whether hunting or not hunting, shall be in the Primitive Area during any particular hunting season., except the fourth rifle season when 10 hunters and no more that 12 hunters and guests combined are allowed. Owners or Guests initially not designated as a hunter during a particular hunting season may not participate in the hunt of big game in the Primitive Area during that particular hunting season by carrying or using an explosive weapon, but they may otherwise participate in the hunt as a non-shooter with those in their party that are designated hunters. It shall be the primary responsibility of the Owner using the Primitive Area during a hunting season to limit the number of persons in his or her party to comply with this section.
- g. **Reservations to Hunt and for Cabin Usage.** An Owner desiring to reserve a hunting season, with or without cabin usage, shall deliver that Owner's request in writing to the chairman of the Cabin Committee before September 30 of the year preceding the requested hunting season. The request shall state the name of the Owner, the hunting season and type of hunt (rifle, archery or muzzleload) requested, the length of time of the reservation (which shall not exceed an arrival date the day before the first day of the hunting season and a departure date no later than the day following the last day of the hunting season, except for the archery and limited September rifle hunt where the limit shall be eight days), the estimated number of hunters and non-hunters, and the cabin usage requested.

Except in the event of conflicting requests, the Owner requesting the reservation shall have the exclusive right to (a) hunt during the requested period and (b) the use of the requested cabin. Within 15 days following the reservation closing date, the chairman of the Cabin Committee shall notify all Owners of the status of reservations. In the event not all hunting seasons are reserved, additional reservations for hunting and associated cabin usage shall be on a first come, first served basis.

h. Multiple Owners Hunting During Same Hunting Season. In the event more than one Owner requests reservations under the preceding subsection to hunt during a particular hunting season, the following rules shall apply:

- i. The chairman of the Cabin Committee shall promptly notify the affected Owners of the conflicting reservation requests.
- ii. The affected Owners shall converse among themselves and attempt to reach an agreement resolving the conflict. Owners desiring to participate in hunting activities shall have priority over Guests with respect to the number of hunters and non-hunters permitted in the Primitive Area during a particular hunting season. Should six or more Owners request hunting privileges during a particular hunting season, then no Guests will be allowed hunting privileges during that season unless the affected Owners reach an agreement resolving the conflict.
- iii. Owners and Guests hunting the same season shall not hunt as separate groups but shall hunt as if they were a single, coordinated group of hunters; the purpose of this requirement is to assure the safety of all Owners and Guests engaging in hunting activities in the Primitive Area.
- iv. If the affected Owners have not resolved the conflict among themselves within 15 days following notice of the conflicting requests, any of them may request a resolution by the President of the Association. Following such a request, the President will promptly talk with each of the affected Owners and determine a resolution to the conflict. If any of the affected Owners disagrees with the President's determination, that Owner may request a resolution by the entire Board. The resolution by the Board shall be binding and final. Any resolution by the President or the Board may, irrespective of the time provisions of Section 5.7.g, allow a priority hunting reservation for any hunting season in a future calendar year. It is the intent of this subsection that an Owner whose request for a particular hunting season is denied shall have priority during a hunting season in a future calendar year.

i. Cabin Usage During Hunting Seasons: Use of the cabins in the Primitive Area during hunting seasons shall be in accordance with the following rules.

- i. Owners and Guests engaging in hunting activities shall have priority to use the cabins in the Primitive Area during hunting seasons.
- ii. Cabins may be reserved for a period equal to a particular hunting

- season (but not to exceed seven days).
- iii. No Owner may reserve more than one cabin if multiple Owners are hunting during the same hunting season, unless the Owners participating in that hunting season otherwise agree among themselves.
 - iv. Overnight occupancy of a cabin is limited to eight people.
 - v. An Owner using a cabin during hunting season shall notify the Ranch Manager of the Owner's impending use during the ten day period preceding the use and again within one day following termination of the use.
 - vi. If no Owner has reserved a particular hunting season by 30 days prior to the commencement of that season, then Owners not engaging in hunting activities may reserve the cabins during that season for non-hunting purposes. Such reservation shall have priority over any subsequent requests of hunting or hunting cabin usage during that hunting season.
 - vii. The Owner using a cabin shall assure that the cabin is in good, clean, sanitary and repair condition at the time of that Owner's departure at the end of the hunt. In the event the cabin is not left in such condition, the Association may, but is not required to, hire the necessary work done, and that Owner shall be responsible for payment of the costs as a Default Assessment under Section 11.7 of the CC&Rs. If any of the equipment or facilities of the cabins are in a state of disrepair, the Owner causing or noticing the same shall immediately notify the Ranch Manager.
- j. **Protection of Ranch.** All persons using the Ranch for hunting activities shall exercise due care to prevent undue pollution, aesthetic impairment of hunting areas, damage to the Ranch or any Improvements, or the environment of the Ranch and surrounding areas. All Owners are encouraged to promptly notify the Ranch Manager or an officer of the Association of any observed trespasses in the Primitive Area.
- k. **Violations.** In the event an Owner violates any of the provisions of this Rule 5.7, the Board shall, in its discretion, be entitled to impose such penalty upon that Owner as the Board deems just and reasonable under the circumstances, including without limitation (1) imposing a monetary assessment upon the offending Owner which shall be subject to Sections 11.7 and 11.8 of the CC&Rs, and (2) the prohibition of hunting by the Owner and his family members for one or more calendar years following the violation.