

**RULES AND REGULATIONS  
FOR  
HIDDEN RIVER RANCH ASSOCIATION**

Last Revised 9/9/2006

The following Rules and Regulations were adopted by the Board of Directors of Hidden River Ranch Association, a Colorado nonprofit corporation:

1. **FISHING.** It is the objective of the Association to support the concept of recreational sport fishing and the maintenance of stream environment. Quality outdoor fly fishing experiences are encouraged by the use of the following regulations:
  - 1.1. All rivers and streams within Hidden River Ranch are designated as fly fishing water only with barbless hooks.
  - 1.2. All fishing within the rivers and streams of Hidden River Ranch shall be catch and release only and all fish shall be gently released and returned back into the river or stream using the respected techniques for catch and release fishing.
  - 1.3. Not more than three persons per Ranch Site shall fish the rivers and streams on any single day. Such three persons may include the owners, members of the owner's family and their guests so long as the fishermen do not exceed three persons.
  - 1.4. At all times fishermen will respect the private property rights of adjoining Ranch Sites and will not trespass upon private property and will strictly stay within the fishing easement.
  - 1.5. At no time will there be any littering or loud and obnoxious behavior.
  - 1.6. At all time the fishermen will respect the deer, elk, eagles, coyotes and other wildlife along the rivers and streams.



1.7. No pets and specifically no dogs will be allowed along any river or stream. A person walking within the walking easement may have a dog so long as the dog is on a leash, is well behaved and not a nuisance to other walkers, fishermen or the wildlife.

1.8. The Association intends to stock the two ponds in the open area. The Board of Directors will adopt additional Rules and Regulations for fishing in the ponds.

1.9. The Association may acquire additional fishing rights on other property and if such fishing rights are acquired, the Board of Directors will adopt further Rules and Regulations as to fishing in those areas.

2. **OPEN AREA.** The Association has placed a conservation easement on the approximate 180 acres as designated on the plat of Hidden River Ranch. The purpose of the conservation easement is to allow the conservation easement lands to remain in perpetuity open space and limited solely to agricultural use and recreational use. The following Rules and Regulations shall apply to the conservation easement lands:

2.1. All use thereof is subject to the terms and conditions of the conservation easement to Colorado Open Lands.

2.2. The use and enjoyment of this land is subject to the terms and conditions of the agricultural lease to Virgil and Lee Spann Ranches, Inc.

2.3. A certain portion of the conservation easement land has been set aside as horse pasture for the pasturing of horses of members of the association. The use of the horse pasture shall be in the manner hereafter set forth.

2.4. The irrigation of the conservation easement area is the responsibility of the ranch lessee and the Association. No members will at any time change, alter, restrict or interfere with the irrigation of the conservation easement area.

2.5. During such time as recreational use will not interfere with the livestock operation of the ranch lessee, the conservation easement area shall be available for use for walking, horse back riding, snowmobiling and cross country skiing.



2.6. The agricultural lease agreement with Virgil and Lee Spann Ranches, Inc. supersedes any agreement for leasing acreage to Hidden River Ranch Association members for horse grazing. Lease agreements with members for the purposes of grazing horses will not exceed 10 acres. These leasing agreements will be negotiated at the time the grazing agreement with Spann is negotiated, and will run for the same period of time as the Spann lease.

2.7. Dumping of horse manure, cow manure, or trash anywhere on the Open Area will incur a \$1,000 fine. The responsible party will be notified of the fine and requested to remove the material within thirty days. If the material is not removed within thirty days, it will be removed by the Hidden River Ranch Association with the cost charged to the responsible party, along with an additional \$2,000 fine. Unpaid fines will result in a lien against the property of the responsible party.

3. **COMMON HORSE PASTURE.** Those areas of the conservation easement set aside by the Association for the pasturage of horses will be available to members under the following conditions:

3.1. Each member may pasture not to exceed two head of horses in the horse pasture during the months of May through October. This right may be transferred between members by written agreement. A copy of this written agreement must be provided to the Treasurer, and it must stipulate which party is responsible for paying the Common Horse Pasture Usage Fee stipulated in section 3.7.

3.2. The actual length of time and number of hoses permitted within the horse pastures shall be determined by the Association and the Association may require reduced pasturing in the event of over grazing.

3.3. A riding arena and training area will be located within the horse pasture adjoining Ranch Site 13 which will be available for the use of the members of the Association.

3.4. The Association shall be responsible for the maintenance of all fences within the horse pasture area, the irrigation thereof, cleanup and management of the horse pasture areas and the riding arena and training area.

**3.5. In the use of the horse pasture areas, no unlawful activities shall take place and the persons using the horse pasture area shall at all time be solely responsible for any loss, damage or injury to themselves, their guests and their horses.**

**3.6. Motor vehicles and horse trailers shall be parked only in areas designated for parking. Horse trailers may be stored on each Ranch Site, provided that they are within 10 feet of any pole barn on that Site or within 25 feet of the garage on that Site.**

**3.7. The Association shall establish a fee per horse for the pasturing of horses in the horse pasture areas and the use of the riding arena and training area. The initial charge shall be \$25.00 per horse per year.**

**3.8. Each year, at the end of June and the end of August, the services of an independent party will be contracted to determine the grazing health of the Common Horse Pasture and any additional parcels that are leased to Hidden River Ranch members for horse grazing. This party will report to the Board of Directors and make recommendations regarding grazing practices to maintain the grazing health of these areas.**

**4. HORSE STABLES AND BARN. The horse barn and stables on Ranch Site 13 will be available for lease by the members of the Association as follows:**

**4.1. A maximum of two stalls or stable facilities will be available for each member.**

**4.2. Construction of the facilities shall be based upon the' requirements of the members. The enclosed stalls or stable facilities will be made available to members by leases of a minimum of three years duration. The length of the lease and the lease payments will be negotiated between the owner of Ranch Site 13 and the member.**

**4.3. Renewal of the leases must be made one year in advance so that the owner of Ranch Site 13 will be able to anticipate in advance the number of stalls or stable facilities required for the members.**



**5. CARETAKER LIVING PROVISION. The owner of a Ranch Site may construct a caretaker living unit first under the following conditions:**

**5.1. The construction of the caretaker living unit shall be in accordance with the requirements of paragraph 10 of the Design Guidelines for Hidden River Ranch.**

**5.2. All landscaping of the building site will be completed at the same time as the completion of construction of the caretaker living unit and garage.**

**6. RENTAL OF PRIMARY RESIDENCE AND CARETAKER UNIT**

**6.1. The Board of Directors can regulate the rental of any Hidden River Ranch residence. The primary residence may be rented for periods of one year or more. Shorter term rentals of the primary residence are not allowed. The caretaker living unit may be rented for any period of time. Applications completed by the prospective tenant of either the primary residence or caretaker unit must be submitted to the Board of Directors for approval. Costs associated with the review of the application are to be born by the owner of the Ranch Site.**

**7. COMPLIANCE WITH RULES AND REGUATIONS. Each Ranch Site owner, their guests, invitees, employees and lessees agree to comply with and abide by all Rules and Regulations set forth above and as the same may be amended or adopted by the Board of Directors from time to time. The above Rules and Regulations shall in no way amend or alter the Protective Covenants, Design Guidelines and Conservation Easement pertaining to Hidden River Ranch but shall only be supplemental thereto.**

**8. AMENDMENT. These Rules and Regulations may be altered, amended, revised or enlarged by the Board of Directors at any time. Written notice of any such change, amendment or revision shall be furnished to all members following the adoption thereof.**

## Change History

Date of Change	Section Changed	Description of Change
1/7/2006	2.6	Added Entire Section
1/7/2006	3.1	Added The segment that begins with "This right may be transferred" and runs to the end of this section.
1/7/2006	3.8	Added Entire Section
9/8/2006	Heading	Added "Last Revised" date
9/8/2006	Change History Section	Added Change History Section
9/8/2006	Section 3.6	Added the following sentence: Horse trailers may be stored on each Ranch Site, provided that they are within 10 feet of any pole barn on that Site or within 25 feet of the garage on that Site.
9/8/2006	Section 2.7	Added Entire Section
9/8/2006	Section 6 and 6.1	Added Section 6 – "Rental of Primary Residence and Caretaker Living Unit", and Section 6.1.

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 11/9/06 12:50 PM Pg: 6 of 6  
 503 R: \$31.00 D: \$0.00

