

Rules and Regulations for Edgemont Meadows

Effective: April 5, 2017

These Rules and Regulations may change from time to time and modifications may not always or ever be recorded. Copies of the current Rules and Regulations can be obtained from the Association.

The following restrictions are the initial Rules and Regulations for Edgemont Meadows, adopted pursuant to Article III of the Declaration of Covenants, Conditions and Restrictions for Edgemont Meadows (the "Declaration") recorded April 5, 2017 as Reception No. 1126388 in the office of the La Plata County Clerk and Recorder. These Rules and Regulations shall apply to all of Edgemont Meadows until such time as they are amended, modified, repealed, or limited pursuant to Article III of the Declaration. Pursuant to and subject to the limitations of the By-Laws the Board may authorize professional management agent(s) to perform some or all of the duties set forth herein.

1. General

1.1 Other than areas zoned specifically for commercial use, Edgemont Meadows shall be used only for residential, recreational, and related purposes (which may include, without limitation, an information center and/or a sales office for real estate activity of Declarant and Builders authorized by Declarant for use to assist in the sale of property described in Exhibit "A" or "B" of the Declaration, offices for any professional management agent(s) retained by the Association, or business offices for Declarant or the Association) consistent with this Declaration and any Supplemental Declaration.

1.2 The words in these Rules and Regulations shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that certain Declaration and any Supplemental Declaration(s), unless the context indicates otherwise.

2. Restricted Activities. In an effort to maintain the standards for use and conduct that give Edgemont Meadows its identity and to maintain the values of the property, the following activities are prohibited within Edgemont Meadows unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board of Directors:

2.1 Parking any vehicles on public or private streets or thoroughfares, or parking of commercial vehicles or equipment, mobile homes, recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles, or inoperable vehicles in places other than enclosed garages; provided, construction, service and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Area, and further provided, motor vehicles parked by occupants of a Unit when such vehicles are required to be available at designated periods at such occupant's residence as a condition of the occupant's employment and the vehicle does not exceed ten thousand pounds gross vehicle weight and the occupant is a bona fide member of a volunteer fire department or is

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employed by a primary provider of emergency services shall be exempt from this provision to the extent parking of such vehicles can be accomplished without obstructing emergency access or interfering with the reasonable needs of other Unit owners or occupants. In the case of private parties or meetings held by Owners, they may allow their guests to park on the street, exercising respect toward their neighbors' property, for a period not to exceed six hours and never between the hours of 2:00 a.m. and 6:00 a.m. It is suggested that guests be instructed to first make use of all parking spaces within the Owner's driveway before parking on the street. If a household has guests for an extended stay the Owner shall notify the Association and reserve street parking for the duration of the guest's stay, not to exceed two weeks. Owner and guest(s) shall work with the Association if street cleaning or maintenance is scheduled during guest(s)' visit to avoid delay of those activities.

2.2 Raising, breeding, or keeping animals, livestock, or poultry of any kind, except that a reasonable number of dogs, cats, or other usual and common household pets may be permitted in a Unit. However, those pets which are permitted to roam free, or, in the sole discretion of the Board, make continued or on-going objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Units shall be removed upon the Board's request. If the pet owner fails to honor such request, the Board may remove the pet. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling. Pets shall be registered, licensed and inoculated as required by law. Incessant dog barking is considered to be a nuisance and grounds for removal;

2.3 Any activity which emits foul or obnoxious odors outside the Unit or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Units;

2.4 Any activity which violates local, state, or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;

2.5 Pursuit of hobbies or other activities that tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures on the Unit;

2.6 Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Units;

2.7 No exterior fires shall be lighted or permitted within Edgemont Meadows except in a contained barbeque unit while attended and in use for cooking purposes or in an outside gas fireplace or gas fire pit, whose type and location has been approved in writing by the Architectural Review Committee, subject to any fire ban or fire restrictions imposed by any governmental authority. No Unit Owner shall cause or permit any condition on his Unit that creates a fire hazard or is in violation of fire prevention regulations, or that would increase insurance rates for the Common Areas or for other Unit Owners.

Declarant may, during the course of general clean up, construction and installation of infrastructure, burn trash, leaves, debris and other materials in a responsible manner, subject to compliance with all applicable governmental rules and regulations pertaining to open fires. Additionally, Community Association may burn in conjunction with fire mitigation efforts, subject to compliance with all applicable governmental rules and regulations pertaining to open fires.

2.8 Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be unreasonably audible to occupants of other Units, except alarm devices used exclusively for security purposes;

2.9 Use and discharge of firecrackers and other fireworks;

2.10 Dumping of trash, grass clippings, leaves or any debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, or elsewhere within Edgemont Meadows, except that fertilizers may be applied to landscaping on Units provided care is taken to minimize runoff;

2.11 Accumulation of rubbish, trash, or garbage except between regular garbage pick ups, and then only in approved containers; Containers to be kept in garage or other non-visible, enclosed area to reduce bear attraction and may be put out on the day of scheduled garbage pick-up;

2.12 Obstruction or rechanneling drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that Declarant and the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Unit without the Owner's consent;

2.13 Swimming, boating, use of personal flotation devices, or other active use of waterways, or other bodies of water within Edgemont Meadows. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of waterways or other bodies of water within or adjacent to Edgemont Meadows;

2.14 Use of any Unit for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years, unless such participants are all co-owners of the Unit.

2.15 Discharge of firearms; however, the Board shall have no obligation to take action to prevent or stop such discharge;

2.16 On-site storage of gasoline, heating, or other fuels, except that propane tanks shall be allowed when used as the primary source of heat for a Unit. Propane tanks must be adequately concealed from view and shall be subject to the approval and requirements of the Architectural Review Guidelines. A reasonable amount of fuel may be stored on each

Unit for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment. This provision shall not apply to any underground fuel tank authorized pursuant to Article IV;

2.17 Any business or trade, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (ii) the business activity conforms to all land use requirements for Edgemont Meadows and La Plata County; (iii) the business activity does not involve door-to-door solicitation of residents of Edgemont Meadows; (iv) the business activity does not, in the Board's reasonable judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in Edgemont Meadows which is noticeably greater than that which is typical of Units in which no business activity is being conducted; and (v) the business activity is consistent with the residential character of Edgemont Meadows and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of Edgemont Meadows, as may be determined in the Board's sole discretion.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required.

Leasing of a Unit shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by Declarant or a Builder authorized by Declarant with respect to its development and sale of Edgemont Meadows or its use of any Units which it owns within Edgemont Meadows, including the operation of a timeshare or similar program;

2.18 Capturing, trapping, or killing of wildlife within Edgemont Meadows, except in circumstances posing an imminent threat to the safety of persons within Edgemont Meadows;

2.19 Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within Edgemont Meadows or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;

2.20 Conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area on any Unit without prior approval pursuant to Article IV;

2.21 Operation of motorized vehicles or bicycles on pathways or trails maintained by the Association and designated as "walking" trails;

2.22 Use or operation of snowmobiles, motorcycles, trailbikes, minibikes, dirt bikes, all-terrain vehicles, mopeds and similar motorized vehicles within Edgemont Meadows, however such vehicles may be transported on trailers, except that motorcycles properly licensed for operation on public roads may be used for the strictly limited purpose of ingress and egress to a Unit over public or private roads and trailbikes, minibikes and dirt bikes may be operated on walkways. Motorized vehicles that are designed for agricultural or property maintenance uses may be used for those purposes;

2.23 Storing of excessive amounts of firewood. Owners are allowed to store up to one cord of wood in such a way as to not become a visual nuisance to neighbors. Owners must actively use wood and rotate in any new firewood. In no instance shall stored firewood remain unused for an excessive amount of time.

3. Guidelines

3.1 Each Single Family Unit (as designated on the plat) shall be improved, occupied and used only for single family residential purposes. Subject to applicable law, servants who care for the residence and/or the children may also occupy the residence. Attached or detached guesthouses or caretaker units shall be permitted only if allowed by applicable zoning, approved by the County and approved by Architectural Review. A guesthouse or caretaker unit may be occupied only by the same persons that are permitted hereunder to occupy the residence, and may not be rented separate from a rental of the resident.

3.2 Multi-family residential Units (as designated on the plat) are Units which can be used solely for multiple-family residential dwelling purposes (townhouses, cluster housing and patio homes), and upon which the maximum number of units to be constructed shall be as shown on the recorded Plat for the relative phase of Edgemont Meadows, as revised from time to time, provided all provisions of these Declarations are otherwise complied with.

3.3 All Improvements constructed within or placed upon Edgemont Meadows shall be new. No used, previously erected, modular, or temporary house, structure, or non-permanent out-building shall ever be placed, erected, or allowed to remain within Edgemont Meadows except temporary structures or construction trailers used for construction office purposes during the construction of a residence, which temporary facilities shall be removed immediately following completion of construction and in any event no later than 12 months following commencement of construction or remodeling unless a written extension is granted by AR. No trailer, incomplete residence or other structure other than a residence completed in accordance with approved plans shall ever be used or occupied at any time for residential purposes, either temporarily or permanently. No completed residence shall be occupied in any manner until all provisions of this Declaration and of AR and all conditions of development approval have been complied with, and Final Construction Approval has been issued pursuant to the Architectural Review Guidelines, and a Certificate of Occupancy from La Plata County has been obtained. The work of constructing, altering or remodeling any residence or other

improvement within Edgemont Meadows shall be prosecuted diligently from the commencement thereof until the completion thereof.

4. Prohibited Conditions The following shall be prohibited at Edgemont Meadows:

4.1 Violation of Law, Insurance, Etc. No Owner or Occupant shall do any act or cause or permit anything to be done or kept on its Unit or in or upon the Common Areas that would result in the increase of the cost of, or cancellation of, insurance maintained by Edgemont Meadows or would be in violation of any federal, state, County or other law, ordinance, regulation or code of any governmental body having jurisdiction, or of any Rule or Regulation promulgated by the Edgemont Meadows, or of any provision of this Declaration.

4.2 Plants, animals, devices, or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Edgemont Meadows; and

4.3 Structures, equipment, or other items on the exterior portions of a Unit which have become dilapidated, or otherwise fallen into disrepair.

4.4 No excavation or other earth disturbance shall be performed or permitted within Edgemont Meadows except in connection with the construction of Improvements, and then only with the prior written approval of the Architectural Review Committee. Upon completion of construction, openings in the ground shall be backfilled and compacted and all disturbed ground shall be graded and landscaped in accordance with the requirements of the Architectural Review Committee.

5. Other

5.1 Open Space: The Open Space has been dedicated to, among other things, protect the rural and natural feel of Edgemont Meadows, provide a measure of privacy between homes, provide for wildlife migration and promote a sense of tranquility within the community. The Open Space should remain untrampled and in its natural state, subject to other provisions contained herein, to the maximum extent possible. Use of Open Space by residents is limited to designated trails or other delineated areas, such as where benches have been placed, etc. The use of trails is limited to the residents of Edgemont Meadows and owners of property within the community. For the commercial property, use of Open Space or trails does not extend past owners to any invitees, customers, etc. Use of trails is subject to that document "Trail Easement", recorded February 29, 2008 under Reception No. 972798, which provides for reciprocal use of trails between Edgemont Ranch and Edgemont Meadows. All rules regarding trail use shall be consistent with the terms and conditions of that document.