

## **RULES AND REGULATIONS OF DOVE RANCH**

The Rules and Regulations are a part of the Governing Documents of Dove Ranch. The restrictions contained herein shall apply to all of Dove Ranch until such time as they are amended, modified, repealed, or limited pursuant to the By-Laws, Declaration of Covenants, Conditions and Restrictions for Dove Ranch (“Declaration”). The Rules and Regulations are intended to compliment and be consistent with the Declaration, By-Laws, Design Guidelines and other Governing Documents of Dove Ranch. Should a conflict exist, the provisions of the By-Laws, Declaration or the Design Guidelines shall control over the Rules and Regulations.

Each Owner, Builder, Owner/Builder, Person or other interested party is responsible for obtaining, reviewing and complying with these Rules and Regulations, including any amendments or supplements thereto. Each Owner, Builder, Owner/Builder, Person or other interested party is responsible for insuring that all employees, agents, representatives, sub-contractors, assigns and successors obtain, review and comply with the Rules and Regulations, including any amendments or supplements thereto. Copies of the Rules and Regulations, along with any amendments or supplements, may be obtained from the Association.

Failure to comply with the Rules and Regulations may result in the imposition of sanctions.

### **I. General**

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

B. Other than areas zoned specifically for commercial use, Dove Ranch 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,” 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.

Each Residential Lot (as designated on the plat) shall be improved, occupied and used only for residential purposes. Home Occupations are permitted subject to the conditions and restrictions set forth herein or elsewhere in the Governing Documents. Attached or detached Accessory Dwelling Units (ADU), guesthouses or caretaker units shall be permitted only if allowed by applicable zoning, approved by the Town of Bayfield and the Design Review and Covenant Control Committee (DRCCC). 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. ADU's, to the extent permitted, may be rented subject to the conditions set forth herein or elsewhere in the Governing Documents.

All Improvements constructed within or placed upon Dove Ranch 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 Dove Ranch 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. 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 and all conditions of development approval have been complied with, and a Certificate of Compliance or Completion has been issued and a Certificate of Occupancy from the Town has been obtained. The work of constructing, altering or remodeling any residence or other improvement within Dove Ranch shall be prosecuted diligently from the approval and commencement of construction until completion and final approval.

C. Similarly situated Owners shall be treated similarly, unless circumstances exist to justify dissimilar treatment.

D. The rights of Owners to display religious and holiday signs, symbols, and decorations inside structures on their Units of the kinds normally displayed in dwellings located in residential neighborhoods shall not be abridged, except that the Association may adopt time, place, and manner restrictions with respect to displays visible from outside the dwelling.

E. No rules shall regulate the content of political signs; however, rules may regulate the times, place and manner of posting such signs (including design criteria).

F. No rule shall interfere with the Owners' freedom to determine the composition of their households, except that the Association shall have the power to require that all occupants be members of a single housekeeping unit and to limit the total number of occupants permitted in each Unit on the basis of the size and facilities of the Unit and its fair use of the Common Area.

G. No rule shall interfere with the activities carried on within the confines of dwellings, except that the Association may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Units, that generate excessive noise or traffic, that create unsightly conditions visible outside the dwelling, or that create an unreasonable source of annoyance.

H. No rule shall alter the allocation of financial burdens among the various Units or rights to use the Common Area to the detriment of any Owner over that Owner's objection expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the Common Area available, from adopting generally applicable rules for use of Common Area, or from denying use privileges to those who are delinquent in paying assessments, fees or fines, abuse the Common Area, or violate the Governing Documents. This provision does not affect the right to increase the amount of assessments.

I. No rule shall prohibit leasing or transfer of any Units, or require consent of the Association or Board for leasing or transfer of any Unit; provided, the Association or the Board may require a minimum lease term of up to 12 months. The Association may require that Owners use lease forms approved by the Association but shall not impose any fee on the lease of any Unit greater than an amount reasonably based on the costs to the Association of administering that lease. Contemporaneously with the execution of the lease a copy thereof with name, address and telephone number of tenant and property manager, if any, shall be delivered to the Association by the Owner. Information on file with Association shall be kept current by Owner.

J. No rule shall require an Owner to dispose of personal property that was in or on a Unit prior to the adoption of such rule if such personal property was in compliance with all rules previously in force. This exemption shall apply only during the period of such Owner's ownership of the Unit, and shall not apply to subsequent Owners who take title to the Unit after adoption of the rule. The forgoing notwithstanding, should such nonconforming personal property be removed it may not be replaced to the extent it does not comply with the then current governing Documents.

K. No rule or action by the Association or Board shall unreasonably impede Declarant's right to develop Dove Ranch.

## **II. Restricted Activities**

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

A. Street 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; 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, generally for a period not to exceed eight hours and not between the hours of 2:00 a.m. and 6:00 a.m., subject to reasonable discretion. 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 that street parking will be used for the duration of the guest's stay, generally 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. The Town or the Association may place reasonable parking restrictions on days and time parking is allowed both temporary and permanent to facilitate street maintenance, repair, sweeping or any other typical, common or necessary activity. This authority may also extend to a parking permit program to the extent one is created

B. 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. If the Board makes a determination that a Unit has more than a reasonable numbers of dogs, cats or other common household pets, the Board may require the Unit to remove some of the pats or, in its sole discretion, may allow the pets to remain under the condition that no additional pets may be added to the Unit unless and until the total number has decreased to within a reasonable limit. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling or as required by Town Ordinance. Pets shall be registered, licensed and inoculated as required by law. 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.

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

D. 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;

C. 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;

D. 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;

E. No exterior fires shall be lighted or permitted within Dove Ranch except in a contained barbeque unit while attended and in use for cooking purposes or in an outside fireplace whose type and location has been approved by the DRCCC, subject to any fire ban or fire restrictions imposed by any governmental authority. No 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 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.

F. 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 fire or security purposes;

G. Use and discharge of firecrackers and other fireworks;

H. 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 Dove Ranch, except that fertilizers may be applied to landscaping on Units provided care is taken to minimize runoff;

I. 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 improve appearance and reduce bear attraction.

Containers may be put out on the day of scheduled garbage pick-up and removed from the street, alley or other visible place immediately after pick-up;

J. 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;

K. Swimming, boating, use of personal flotation devices, or other active use of waterways, or other bodies of water within Dove Ranch. 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 Dove Ranch;

L. 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, and except that Declarant and its assigns may operate such a program with respect to Units which it owns. Co-owners must keep permanent contact information on record with the Board at all times and must submit their program details to the Board for approval.

M. Discharge of firearms, paint guns, arrows and the like; however, the Board shall have no obligation to take action to prevent or stop such discharge;

N. On-site storage of gasoline, heating, or other fuels. 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 by DRCCC for propane or fuel oil.

O. 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 Dove Ranch and the Town; (iii) the business is appropriately licensed, if applicable; (iv) the business activity does not involve door-to-door solicitation of residents of Dove Ranch; (v) 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 Dove Ranch which is noticeably greater than that which is typical of Units in which no

business activity is being conducted; and (vi) the business activity is consistent with the residential character of Dove Ranch and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of Dove Ranch, 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 Dove Ranch or its use of any Units which it owns within Dove Ranch, including the operation of a timeshare or similar program;

P. Capturing, trapping, or killing of wildlife within Dove Ranch, except in circumstances posing an imminent threat to the safety of persons within Dove Ranch;

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

R. 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 of the Board;

S. Operation of motorized vehicles or bicycles on pathways or trails maintained by the Association and designated as "pedestrian walkways".

T. Use or operation of snowmobiles, motorcycles, trailbikes, minibikes, dirt bikes, all-terrain vehicles, and similar motorized vehicles within Dove Ranch, however such vehicles may be transported on trailers, and properly licensed motorcycles for operation on public streets may be used for the strictly limited purpose of ingress and egress to a Lot over a public street. Motorized vehicles that are designed for agricultural or property maintenance uses may be used for those purposes.

U. Picnicking or camping shall be allowed within the Common Areas only in areas designated for such purposes and as other use restrictions may apply to that specific area as established by the Board;

V. Yard toys are prohibited except in the rear area of a home and shall be concealed from view as much as possible, kept tidy and shall not be so numerous as to become a visual nuisance to neighbors. The Board may require removal of yard toys if deemed a nuisance. No permanent or semi-permanent recreation equipment may be placed or erected in the front yards or side yards that front a street such as swing sets, basketball hoops, etc. To the extent basketball hoops, soccer goals, etc. are temporary and used only during play in a driveway for example, such uses may be permitted;

W. Spotlights, floodlights or other high intensity lighting placed or utilized upon any Unit which in any manner will allow light to be directed or reflected onto any portion of another Unit or the Common Area, Public Right of Way or adjacent property except as may be expressly permitted by the Board; and

X. The Board may adopt reasonable rules, restrictions and requirements from time to time regulating the placement, appearance, size, operation and other aspects of antennas, satellite dishes, and other similar structures and devices allowed for use on Units.

### **III. Prohibited Conditions**

The following shall be prohibited at Dove Ranch:

A. 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 Lot or in or upon the Common Areas that would result in the increase of the cost of, or cancellation of, insurance maintained by Dove Ranch 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 Dove Ranch, or of any provision of Governing Documents

B. 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 Dove Ranch;

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

D. Excavation or other earth disturbance shall not be performed or permitted within Dove Ranch except in connection with the construction of Improvements, and then only with the prior written approval of the DRCCC. 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;

E. Drying or hanging area for laundry of any kind on any exterior portion of any Unit;

F. Any thing or condition existing on the property that induces, breeds, or harbors infectious plant disease or noxious insects or animals;

G. Further division or subdivision of any Unit; and

H. No Owner shall permit anything to be done or kept about the Owner's Unit that will obstruct or interfere with the rights of other Owners to the enjoyment of their Units or the Common Areas.

#### **IV. Implementation and Variances**

The DRCCC and or Board may implement the restrictions set forth herein, or otherwise restrict and regulate the use and occupancy of Dove Ranch and the individual Units by reasonable rules and regulations adopted by the DRCCC or the Board and incorporated herein. The DRCCC or the Board may, in its sole discretion, modify or waive the restrictions set forth herein, provided, however, that the written consent of the Declarant is obtained as long as Declarant owns any property described in Exhibit "A" or "B" to the Declaration. In the event of a modification or waiver in a particular instance, this shall not constitute a modification or waiver for all purposes, unless the Board so states.

**Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2004.**