

Redhill Forest Regulation 16-2

Background

Protecting the rights for members to fish now and well into the future is of utmost importance, and we must also assure the protection of the fishing resource itself. These regulations (“Regulations”) are designed to address concerns of Redhill Forest Property Owners Mutual Water and Cattle Association (“Redhill Forest” or “Association”) and South Platte Ranch Owners Association (“Ranch Owners” together with Redhill Forest, the “Parties”) regarding access to the existing Easements (defined below). From experience and lessons learned during the 2022 fishing season, the Redhill Forest Board of Managers (the “Board”), the Redhill Forest Fishing Committee, (the “Fishing Committee”), and the Ranch Owners representatives reengaged in a series of discussions to make reasonable modifications to the existing regulations. Based on these discussions, the existing Redhill Forest Fishing Regulation 16-2 is modified as set forth herein and replaces and supersedes all prior fishing rules and regulations.

It is our continuing intent that future modifications to these Regulations will be done with mutual input from the Parties. However, these Regulations are not intended to modify or amend the Parties’ rights and obligations under the Easements and are entered into under the authority granted to the Association to adopt and enforce reasonable rules and regulations for the use of the Easements.

Definitions

- AREA 1 – South Section of Parcel 2 as defined in Exhibit A of Easement 1.
- AREA 2 – North Section of Parcel 2 as defined in Exhibit A of Easement 1.
- AREA 3 – Parcel 3 as defined in Exhibit A of Easement 1.
- AREA 4 – Parcel 1 as defined in Exhibit A of Easement 1 together with Parcel 1 as defined in Exhibit A of Easement 2.
- AREA 5 – Parcel 2 as defined in Exhibit A of Easement 2.
- AUTHORIZED FISHING MEMBER – Redhill Forest Lot Owner who is a Member in Good Standing, included on the Authorized Fishing Member List, and whose Fishing Privileges have not been suspended.
- AUTHORIZED FISHING MEMBER LIMIT – Maximum number of Authorized Fishing Members and Guests per fishing area.
- AUTHORIZED FISHING MEMBER LIST – List of Redhill Forest Lot Owners who met approval requirements that is published by the Association’s property manager or authorized agent.
- EASEMENTS – The Grant and Release of Easements dated April 25, 1995 recorded in the Park County real estate records on April 28, 1995 at Book 548, Page 248 (“Easement 1”) and the Grant and Release of Easements dated April 25, 1995 recorded in the Park County real estate records on April 28, 1995 at Book 548, Page 241 (“Easement 2” together with Easement 1, the “Easements”).

- FISHING PRIVILEGES – Easement access.
- FISHING HOURS – Dawn to dusk. No fishing before 7:00 am within 150 feet of the Ranch Owners’ dwellings.
- FISHING LOGS – Binders / clipboards at each fishing area access point with sign-in / sign-out sheets, including required information fields.
- GUEST – Any individual, including a Redhill Forest Lot Owner, who is not on the Authorized Fishing Member List.
- LOT – All platted lot units for single-family residential housing as defined by Association governing documents.
- MEMBER IN GOOD STANDING – Any member not delinquent in payment of required dues as determined by Association governing documents, including any fines levied under these Regulations.
- ONE FAMILY OCCUPANCY – Per Association governing documents, residential occupancy by no more than four adults all related to one another as either brother, sister, stepbrother, stepsister, mother, father, husband, wife, daughter, son, stepdaughter, or stepson, together with no more than four of their children, all of whom are related to each other as brother or sister. The foregoing shall include adopted or foster children.
- REDHILL FOREST LOT OWNER – The record owner of fee simple title to any Lot as defined by Association governing documents, i.e., a deeded owner.
- SUSPENDED FISHING MEMBER LIST – List of Redhill Forest Lot Owners whose Fishing Privileges have been suspended for violation of these Regulations that is published by the Association’s property manager or authorized agent.

General Fishing Access Requirements

1. The Authorized Fishing Member List is limited to six (6) Authorized Fishing Members per Lot per year.
2. To fish in Areas 1, 2, 3, 4, or 5, Redhill Forest Lot Owners must register and obtain approval from the Association or its authorized agent(s) and be included on the Authorized Fishing Member List.
 - a. Each Redhill Forest Lot Owner must hold a meaningful fee simple interest in a Lot to be an Authorized Fishing Member. The determination whether a fee simple interest is meaningful will be based on all facts and circumstances and will be subject to review each new approval period, e.g., annually.
 - i. Lots that experience turnover in ownership year over year or that have other indicia inconsistent with the spirit and intent of the Easements, e.g., many unrelated owners, particularly unrelated owners with only minor fractional interests, are subject to additional scrutiny that may result in denial of Fishing Privileges.
 - ii. Deference will be given to Redhill Forest Lot Owners who fall within the definition of One Family Occupancy per Lot.

- b. Only Redhill Forest Lot Owners who are natural persons with a direct fee simple interest in a Lot or grantors of revocable living trusts or similar trusts under their respective state law will be considered for Authorized Fishing Member status. Ownership via other types of legal entity, e.g., corporation, limited liability company, partnership, etc. will not be considered.
- 3. Absolutely no Guests are permitted in Areas 1, 2, 3, or 5. Guests who are found present in Areas 1, 2, 3, or 5 may be considered trespassers and reported as such to law enforcement. Authorized Fishing Members allowing Guests in these Areas will be deemed in violation of these Regulations and subject to all applicable penalties.
- 4. Use of Area 5 is limited to Redhill Forest Lot Owners of Lots 183 through 216 and Lots 575 through 581, inclusive.
- 5. Up to two (2) keys per Lot may be issued by the Association’s property manager or authorized agent to Redhill Forest Lot Owners who are Members in Good Standing and who are on the Authorized Fishing Member List.
 - a. Keys may not be duplicated or shared with anyone other than Authorized Fishing Members of the Lot to which the key is issued.
 - b. A fee is required for keys each new approval period, e.g., annually.
- 6. All Authorized Fishing Members and Guests must have a valid Colorado fishing license.
- 7. Gates must remain closed and locked at all times when not in use.
- 8. Access¹ is restricted to Fishing Hours and the following limits:
 - a. Ranch Owners – 5 persons in Areas 1, 2, & 3 combined.
 - b. Redhill Forest Authorized Fishing Member Limits per area:
 - i. Areas 1 & 2 combined = 10 members
 - ii. Area 3 = 4 members
 - iii. Areas 4 & 5 combined = 10 members & up to 2 guests per member in Area 4 north of the Highway 9 bridge only, i.e., 2 guests per member are allowed from the Highway 9 bridge north to the Area 4 boundary and are not allowed in any other fishing area.

Authorized Fishing Members with access to Area 5 who walk onto Area 5 from their own property will be deemed to have signed in / out in compliance with these Regulations and will not count towards the Authorized Fishing Member Limits.

¹ Note: This limitation means that no more than the number stated may be present in a fishing area at one time. For example, in Areas 1 & 2, no more than 10 Authorized Fishing Members may be present at any one time; if there are 10 members and 2 members leave, then 2 more may enter. However, there cannot be more vehicles than the parking area allows, e.g., 5 vehicles for Areas 1 & 2. An exception to these General Fishing Access Requirements may be granted for charitable events only if approved by both the Board and the Ranch Owners.

General Fishing Regulations Applicable to All Areas – 1, 2, 3, 4, & 5

1. All Authorized Fishing Members must sign the Fishing Log upon entering a fishing area and sign out when leaving a fishing area. All fields of the Fishing Log must be completed.
2. When you enter a fishing area, check the Fishing Log to ensure that the maximum capacity under the Authorized Fishing Limit for that area has not been reached. If the area is at capacity, you must fish in another area or a public fishing area.
3. Catch & Release Only. All fish caught must be immediately and gently returned to the river, exercising prudent steps to avoid any unnecessary injury to the fish.
4. Single hook barbless flies only, e.g., articulated streamers with more than one hook are not permitted. Pinch down any barbs with pliers or forceps.
5. No lures or bait fishing are permitted.
6. You must stay within the 100 feet stream-side easement boundary.
7. No access outside Fishing Hours, i.e., dawn to dusk.
8. No fishing beyond boundary markers.
9. No fires.
10. No picnicking (except in Area 4 north of the Highway 9 bridge).
11. No camping of any type.
12. Dogs must be on a physical (no virtual or electronic) leash (10 feet maximum length).
13. Do not remove antlers (sheds) or anything else from the Ranch Owners' property.
14. Pick up your trash. Pack it in / pack it out.
15. Park in designated parking areas only. If the parking lot is full, you must fish in another area or a public fishing area.

Area Specific Fishing Regulations & Access Requirements**Areas 1 & 2**

1. During fall spawn October 1st – 31st:
 - a. No wading in river, i.e., bank fishing only;
 - b. No targeting redds / spawning beds; and
 - c. No egg patterns.
2. As a courtesy, please follow streamside signage and cross to the opposite bank when within 150 feet of the Ranch Owner's dwelling except during periods of high water when crossing the river would create an undue risk.
3. No fishing before 7:00 am within 150 feet of the Ranch Owner's dwelling.
4. To access Areas 1 & 2, use the gate north of the main entrance to Redhill Forest on the west side of Highway 9. Gate must remain closed and locked at all times when not in use.
5. Sign in and out of the Fishing Log located at the kiosk near the parking area for Areas 1 &

- 2.
6. No parking on roadway; park in designated on-site parking area - maximum five (5) vehicles.
7. The property between Area 2 and 3 is private; no access for Redhill Forest Lot Owners.

Area 3

1. Area 3 is “walk-in” access only, i.e., no on-site parking.
2. To Access Area 3, you must park inside the gate at Area 4 northeast of the Highway 9 bridge and walk to Area 3.
3. Absolutely no parking is allowed on the side or shoulder of Highway 9, including the pull-off formerly maintained by the Rocky Mountain Angling Club.
4. The walk-in entrance gate is located at the northern boundary of Area 3 just off Highway 9. Gate must remain closed and locked at all times when not in use.
5. Sign in and out for access to Area 3 in the Fishing Log located at the kiosk near the Area 4 gate to enable others to see if Area 3 has exceeded the 4 Member limitation without walking to the Area 3 gate.
6. Sign in and out of the Fishing Log located near the entrance gate to Area 3.

Area 4

1. To access Area 4, use the gate located to the northeast of the Highway 9 bridge. Gate must remain closed and locked at all times when not in use.
2. Sign in and out of the Fishing Log located at the kiosk near the gate in Area 4.
3. Open to guests north of the Highway 9 bridge when accompanied by an Authorized Fishing Member. Limited to two (2) guests per Authorized Fishing Member.
4. Picnicking is allowed north of the Highway 9 bridge.

Area 5

1. To access Area 5, use the gate located to the northeast of the Highway 9 bridge. Gate must remain closed and locked at all times when not in use.
2. Access is restricted to Redhill Forest Lot Owners of Lots 183 through 216 and Lots 575 through 581, inclusive.
3. Sign in and out of the Fishing Log located at the kiosk near the gate in Area 4.

Penalties & Violations

A complaint or other report of a violation of this Regulation may result in the immediate suspension of a member’s Fishing Privileges for a period of 60 days (“Temporary Suspension”) to protect the Fishing Privileges for other members while the allegations of the complaint or report are investigated and processed. The Temporary Suspension may be imposed by the Fishing Committee without a hearing and prior to completion of the process set forth in the Association’s Policy Regarding Policies and Procedures for Covenant and Rule Enforcement, effective August 18, 2022 and any subsequent revisions (“Enforcement Policy”). If a Temporary Suspension is

imposed, the Fishing Committee may terminate the suspension or shorten its duration after its investigation.

In addition to the Temporary Suspension set forth above, a first violation of this Regulation may result in the loss of Fishing Privileges for a period of up to one year; a second violation may result in the loss of Fishing Privileges for a period of up to five years; and any subsequent violation may result in a loss of Fishing Privileges for a period of up to ten years. Any suspension longer than the Temporary Suspension shall be considered a "Long-Term Suspension." Also, any violation of this Regulation may result in the imposition of a fine. More than one violation resulting from the same incident may result in separate penalties for each violation, i.e., consecutive periods of suspension and cumulative fines.

Decisions with respect to the imposition of any fines or legal action to recover fines for violations of this Regulation shall be made and enforced in accordance with the Enforcement Policy, except as modified herein.

The initial determination whether a Temporary or Long-term suspension of Fishing Privileges should be imposed on any member with respect to any complaint or report of a violation of this Regulation shall be made by the Fishing Committee in accordance with the Administrative Procedures set forth in Appendix 1 to this Regulation.

The Fishing Committee shall be made up of Members in Good Standing from Redhill Forest and of the Ranch Owners. Hearings shall be conducted in a fair and impartial fact-finding process concerning whether the alleged violation occurred, and whether the member is responsible for the violation. This committee will make a recommendation to the Board who will authorize any Long-Term Suspension to be imposed on the violator(s).

If an Authorized Fishing Member's Fishing Privileges are suspended under this section, his or her Fishing Privileges cannot be assigned or conveyed to another Redhill Forest Lot Owner for the period of the suspension and until any fines are paid. The Association may take legal action as may be necessary to enforce the suspension of any member's Fishing Privileges.

Violations include but are not limited to those identified below.

1. Failure to complete a Fishing Log, including signing in and out.
2. Exercising Fishing Privileges while not on the Authorized Fishing Member List.
3. Exceeding Authorized Fishing Member Limits.
4. Entering or allowing Guests into unauthorized areas.
5. Accessing fishing areas outside of Fishing Hours.
6. Fishing with lures or bait fishing.
7. Keeping fish under any circumstances.
8. Parking on roads or in unapproved areas.
9. Damaging any Ranch Owners' or the Association's property.
10. Littering or failing to pack-out anything brought into the fishing areas.
11. Trespassing onto any Ranch Owners' property.
12. Any other act or omission that is contrary to these Regulations, inconsistent with the

802572

802572
7 of 10

6/28/2023 12:35 PM
R\$58.00 D\$0.00

Milena Kassel
Park County

Regulation 16-2 rev 3
04/19/2023

proper use of the Easements, or that reasonably threatens to impair the rights of the Association under the Easements.

Accessing any fishing area in a manner inconsistent with these Regulations or the Easements may be considered trespassing and reported as such to law enforcement.

Appendix 1

Penalties & Violations – Administrative Procedure

1. On day one (1), a notice of a potential violation (“Notice of Violation”) is submitted to the Fishing Committee chairperson, the Board, and the Association’s property manager for processing. A Notice of Violation may be submitted by a Redhill Forest Lot Owner, an agent of the Association, a Ranch Owner, or an agent of the Ranch Owners.
2. Within five (5) days, notice is sent to the Redhill Forest Lot Owner(s) named in the Notice of Violation via registered mail and email address on record with the Association’s property manager. If no mail or email address are on record or are not current, notice will not be provided.
 - a. If the Fishing Committee determines that there is a reasonable basis for believing that a violation has occurred, the Fishing Committee may also issue a Temporary Suspension.
3. Within twelve (12) days, the Redhill Forest Lot Owner(s) named in the Notice of Violation may respond via email only to the Board or the Association’s property manager either:
 - a. acknowledging the violation occurred as outlined in the Notice of Violation, i.e., no contest, or
 - b. they intend to contest the claims made in the notice.
4. Within fifteen (15) days, the Fishing Committee chairperson will convene a meeting of the committee to provide a recommendation on the violation to the Board.
 - a. The Redhill Forest Lot Owner(s) named in the Notice of Violation will be invited to present their case to the Fishing Committee at this meeting if they have so informed the Board.
 - b. Immediately following this meeting, the Fishing Committee will communicate its recommendation to the Board.
5. Within twenty (20) days, the Board will decide whether or not it agrees with the recommendation and communicate this decision to the Fishing Committee and the party who provided the Notice of Violation via email. This email will serve as notice to the Ranch Owners or other complaining party that the Board proposes any potential violation has been corrected.
 - a. The Ranch Owners or other complaining party will have three (3) days to confirm the violation has been corrected or present any objection to the Board’s decision via email. No response will be treated as acceptance by the Ranch Owners or other complaining party that any potential violation has been corrected.
 - i. If an objection is presented by the Ranch Owners or other complaining party, the Board and Ranch Owners (or other complaining party) or their respective authorized representatives will meet as soon as practicable to discuss a path to amicable resolution.

- ii. Upon objection, an automatic extension of time to correct a violation under the Easements will be granted by the Ranch Owners or other complaining party.
6. Within twenty-five (25) days or as soon as practicable in the event of an objection by the Ranch Owners or other complaining party, the Board will communicate their decision to the Redhill Forest Lot Owner(s) named in the Notice of Violation via email.
- a. Any penalty will be imposed from this date, except that any fine shall be assessed and imposed in accordance with the Enforcement Policy.
 - b. The Redhill Forest Lot Owner(s) who are penalized pursuant to these Regulations will be placed on the Suspended Fishing Member List until the period of the suspension expires and any fines are paid.
 - c. Any attempt to access a fishing area while on the Suspended Fishing Member List, may be considered trespassing and reported as such to law enforcement.

While all reasonable efforts will be made to comply with this procedure, the Board may request in writing an extension of time from the Ranch Owners or other complaining party to process a Notice of Violation due to unforeseen circumstances, e.g., unavailability of Board members, the Fishing Committee chairperson, or the Association's property manager due to illness or travel, email service interruption, human error, etc., and consent to such extension shall not be unreasonably withheld.

Amendment to Memorandum of Understanding (MOU)

The parties to this MOU are set forth below:

- South Platte Ranch Owners Association ("Owners")
- Redhill Forest Property Owners Mutual Water and Cattle Association ("Redhill Forest")

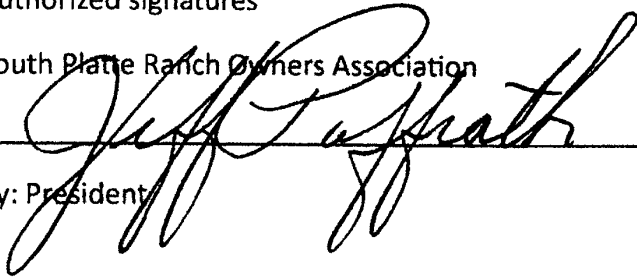
Each of the following is understood, acknowledged, and agreed to:

- The Owners have reached an understanding with Redhill Forest regarding revised Regulation 16-2 rev 3 approved by the Redhill Forest Board of Managers and dated April 19th, 2023 ("Fishing Regulations"). These Fishing Regulations supersede all prior Redhill Forest fishing regulations.
- The adoption and enforcement of these Fishing Regulations are part of a continued effort to alleviate the Owners easement concerns and strengthen Redhill Forest efforts to establish the overall betterment of fishing quality. The Owners' concerns are documented in the Owners' letter of July 16th, 2020. Subsequent documents and correspondence have reiterated these concerns, leading up to the fishing regulations dated August 16th, 2021.
- These Fishing Regulations are not intended to limit, supersede, or alter any of either Parties' rights under the 1995 Fishing Easement.
- Redhill Forest and the Owners intend that any changes to these regulations will be done only through mutual agreement in writing and signed by authorized representatives of both organizations. If the Fishing Regulations are not enforced or if they are amended or withdrawn by Redhill Forest without prior written agreement by the Owners and/or if violations of the Fishing Regulations occur, Owners reserve all rights under the 1995 Easement, including but not limited to the right to terminate.
- In the same manner, Redhill Forest reserves all rights afforded under the 1995 Easement, to protect the access rights granted to Redhill Forest and its members, should the Owners interfere with or deny those rights.

Authorized signatures

South Platte Ranch Owners Association

By: President

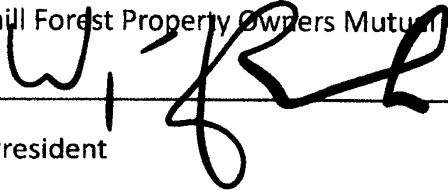


Date

June 6, 2023

Redhill Forest Property Owners Mutual Water and Cattle Association

By: President



Date

JUNE 6 2023