



AMENDED GENERAL CLUB PROVISIONS AND

RULES & REGULATIONS

FOR THE AREA KNOWN AS BEAVER LAKES ESTATES AND BEAVER LAKES ESTATES FILING NO. 2

EMPIRE LODGE HOME OWNERS' ASSOCIATION INC.
585 Empire Valley Drive, LEADVILLE, COLORADO 80461

Adopted 6/22/2018
Revised 9/8/2018
Revised 3/23/2019

This publication supersedes all previous General Club Provisions and Rules and Regulations.

GENERAL CLUB PROVISIONS

These Amended General Club Provisions and Rules & Regulations for the Area Known as Beaver Lakes Estates and Beaver Lakes Estates Filing No. 2 (Rules and Regulations) are supplemental to the Amended and Restated Declaration of Restrictive and Protective Covenants for Beaver Lakes Estates and Beaver Lakes Estates Filing #2 (Covenants) recorded in the records of Lake County, Colorado (12/20/2012).

Empire Lodge Homeowners' Association, Inc. (ELHA), with its facilities at Beaver Lakes Estates, and Beaver Lakes Estates Filing #2 is a lot owners' association. The commonly held Association property includes several various lots, unnamed parcels, and tracts, within which are two stocked lakes, a lodge building, three (3) cabins, two (2) wells, horse corral and shelter, camping facilities with a shower and restroom building, caretaker dwelling, maintenance buildings, access and internal roads and numerous beaver ponds. General Club Provisions with specific Rules and Regulations follow:

- 1. PURPOSE:** To provide Members of ELHA with a mountain environment which includes roads, open space, a lodge, cabins, fishing lakes, ponds, a camping area, a horse corral, commonly held property maintenance and year-round Resident Caretaker.
- 2. MEMBER PRIVILEGES:** (As prescribed)
 - a. Use of lodge
 - b. Camping
 - c. Fishing on lakes and beaver ponds
 - d. Cabin use
 - e. Guest privileges
 - f. Use of horse corral
 - g. Voting rights
 - h. Road maintenance on access and internal roads
 - i. Maintenance of commonly held facilities
 - j. Supervision of property by Resident Caretaker and Board of Directors.
- 3. GENERAL:** ELHA is a lot owners' Association in which every lot owner in Beaver Lakes Estates and Beaver Lakes Estates Filing No. 2 is a Member. It is a non-profit organization operated for the sole benefit of the Members. Annual Dues (assessments) are required on or before May 1st. A Member failing to pay assessments is considered not in good standing and shall be subject to late charges, interest, and liens as set forth in the BLE Collection Policy contained in the Covenants, Article 5, Section 5.1, 5.8 and 5.9.
- 4. MEMBERS:** The Owner of record title of a Lot is a Member of ELHA and is entitled to all ELHA privileges when annual assessments and other obligations are paid in full. Domiciled immediate family members have the full Member benefits, but without voting rights. Please refer to the Covenants, Article 3, Section

3.1 for more details on membership.

5. ELHA FUNDS: ELHA funds are provided from dues, common property use fees, and other obligations and are to be used for the benefit of ELHA. Such funds are used for:

- a. Fish stocking and maintenance of lakes
- b. Taxes and insurance on ELHA facilities
- c. Providing year-round Resident Caretaker
- d. Improvement and maintenance of roads and equipment
- e. Maintenance of lodge, cabins, camping area, shower house and security lighting
- f. Maintenance of horse corral
- g. Utilities related to ELHA activities
- h. Enhancement of Member interests
- i. Administrative expenses related to ELHA operations

RULES AND REGULATIONS

ELHA Members and their Guests and Agents shall abide by the Rules and Regulations covered below and promptly report any violations noted to the ELHA Board or Resident Caretaker.

1. CONTROL OF FAMILY MEMBERS, GUESTS, TENANTS AND AGENTS: Guests and Agents must be sponsored by a Member. Members are responsible for the actions of their Family, Guests, and Agents. Members will be held accountable for their Family, Guests', and Agents' actions. Children under the age of twelve (12) shall be under continuous supervision. Members are responsible for providing a copy of the Rules and Regulations and the Covenants to their Guests and Tenants of short and long-term rentals. Please refer to the Covenants, Article 6, Section 6.2, (b), 6.14.) Members who rent out their house(s) for less than 30 days are responsible for complying with State and County registration and tax requirements and the Lake County Land Development Code 5.2.18.

2. GATE CLOSURE: Refer to Gate Closure Policy dated January 30, 2016. Fines will be levied in accordance with Covenants, Article 5, Section 5.5 (b), Artic 6, Section 6.2 (b), 6.14.

3. FISHING: Members and their Guests must comply with ELHA Fishing Guidelines. These Guidelines are also posted at each lake. Cleaning of fish is not permitted on commonly held areas within Beaver Lakes Estates.

4. LAKE RESTRICTIONS: Boating, floating devices, swimming and accessing frozen areas of the lakes are not permitted. The island in the lower lake is for natural habitat (waterfowl nesting). Access by humans, pets and domesticated animals is prohibited.

5. HUNTING AND TARGET PRACTICE: Hunting of any type and use of firearms, BB guns and pellet guns are prohibited on all roads, lots, and commonly held areas. Archery for target practice only is authorized when there is suitable space for target practice within the Members' property.

6. DUMPING AND INCINERATION: Dumping of any item(s) on any area is not permitted. The burning of refuse outdoors is not be permitted. No incinerator or other device for burning of refuse outdoors shall be constructed, installed or used by any person. Each Member shall provide suitable, bear and animal resistant receptacles for the collection of refuse. Such receptacles should be screened from public view and protected from disturbance. There is no longer a brush/slash pile—please no dumping per the May 2, 2015 BLE Board Minutes.

7. FIRES: Fires on commonly held areas are allowed only in designated contained enclosures provided by the ELHA. Fires shall be visually supervised at all times and fully extinguished. Lake County and Forest Service fire bans shall apply to all Members, their Guests, Tenants and Agents. Fires are permitted in

contained enclosures on private Lots. A contained enclosure is a BBQ pit with grill, rock circle, a buried metal ring, or other enclosure which have been constructed with the approval of the Resident Caretaker. Only wood and common BBQ fuel shall be permitted for burning. Fire Pits cannot exceed a 3' in diameter and the flames cannot be higher than 3' while burning. All fire pits must have cleared area around the fire pit of at least ten (10) feet from the center of the pit. There shall be no overhanging structures or vegetation within this diameter. Fire pits shall be 20' from any building. Tenants are not permitted to have any open fires/fire pits (BLE Board Meeting Minutes, September 26, 2015). The burning of refuse outdoors is not be permitted. First offense: A written warning letter will be mailed to the Member. All offenses within 24 months of first offense, a \$150 fine will be issued and mailed to the Member. Fines will be levied in accordance with Covenants, Article 5, Section 5.5 (b), Article 6, Section 6.2 (b), 6.14.

8. FIREWORKS: Fireworks of any kind are not permitted.

9. CAMPING AT THE CAMPGROUND: A camping area, with shower and toilet accommodations, is located north of the Lodge. Camping in designated campground spaces with no power (three spaces) is free to Members in good standing. Camping in spaces with power (6 spaces) will be charged the nightly common property use fee that is listed on the BLE website. Members can make reservations online or by calling the Resident Caretaker at 719-486-0978. Utilize only the amount of space needed so as not to inconvenience other campers desiring to use the facility. Trash and garbage receptacles are not provided; therefore, campers shall be responsible for removing their own trash, debris and garbage. Members responsible for campers leaving trash, debris or garbage will be assessed a \$100.00 fine. Storage of recreational vehicles, boats, or other items at the campground is not allowed. Storage is defined as more than 24 hours without a camping reservation. The Resident Caretaker may advise the Board to revoke use privileges in cases where Regulations are not followed. Fines will be levied in accordance with Covenants, Article 5, Section 5.5 (b), Article 6, Section 6.2 (b), and Section 6.14.

10. CAMPING ON LOTS: Camping on Member owned Lots during permitted construction actively taking place, and a temporary use permit obtained from the Lake County Building Department, and approved by Architectural Control Committee, is permitted for a period not to exceed 120 consecutive days. Campers, trailers and small tents are authorized during this time period. Lean-to or makeshift shelters are not permitted. Lake County Land Development Code 3.19 regulations apply.

11. VACANT LOT MAINTENANCE AND STORAGE: A vacant Lot is a Lot without a finished cabin or residence. Campers, trailers, sporting or camping equipment, material storage, trash or other debris shall not be stored on a Member's vacant Lot. Storage of construction related materials and vehicles are allowed during an active construction process in a neat, orderly and confined location. No outhouses, pit or trench latrines are permitted. Each Member is responsible for Member's own garbage or trash disposal and sanitation. Leave Lot clean and in its natural state.

12. HORSES: A horse corral and shelter is located across the road from the Lodge. Use of corral is free to Members in good standing. Members must seek permission to use the corral by calling the Resident Caretaker at 719-486-0978. Horses may be kept at the corral for a maximum of thirty (30) consecutive days. Horses kept at Beaver Lakes Estates longer than thirty (30) consecutive days will be assessed a fee of \$25.00 per day beyond the thirty (30) day limit. The Resident Caretaker will limit the number of horses using the facility at any one time to approximately no more than six (6). In some cases, horses may not be able to stay the 30 - day period if there is high demand. Members are responsible for the daily cleaning and removal of manure and removal of leftover feed and other waste. Water must be provided by the Member from their own private sources. When horses are not in use they must be kept in the corral area. Horses shall not be corralled overnight on Member Lots. The Resident Caretaker may advise the Board to revoke use privileges in cases where Regulations are not followed. Fines will be levied in accordance with Covenants, Article 5, Section 5.5 (b), Article 6, Section 6.2 (b), 6.14.

13. PETS: The County Leash Law is applicable to Members and their Family, Guests, and Agents. Members are responsible for the proper control of their pet(s) and pet(s) of their Family, Guests, and Agents per Covenants, Article 6, Section 6.6. Any Member found to have a pet(s) roaming freely will be issued one

warning letter by the Board. After that, if the pet(s) continues to be allowed to roam freely a fine structure will be implemented as follows:

1st offense after warning letter	\$50 per pet
2nd offense after warning letter	\$100 per pet
3rd offense after warning letter	\$150 per pet

There is a 24-month time limit period associated with the fine structure.

Any Member whose pet(s) and pet(s) of their Family, Guests, and Agents bites or injures any person will be fined \$250 per occurrence.

Fines will be levied in accordance with Covenants, Article 5, Section 5.5 (b), Article 6, Section 6.2 (b), 6.14.

14. LODGE: The Lodge is a place for Members and their Guests to enjoy on a share-alike basis. The Lodge may be reserved by Members in good standing for special events by calling the Resident Caretaker at 719 - 486-0978 or on the BLE website to check for availability. Use the Common Property Reservation Form found at the BLE website to complete the reservation. A refundable security/damage deposit of \$250 is required to reserve the Lodge and will be refunded upon the Lodge being left clean. Cancellations must be made at least one (1) week in advance (extenuating circumstances will be reviewed). There are no overnight accommodations in the Lodge and sleeping therein is prohibited. Members are responsible for cleaning the Lodge and removing all refuse, trash and garbage after use. Members leaving the Lodge in an unsatisfactory condition will forfeit their security/damage deposit for cleaning and property losses noted by the Resident Caretaker. Members will be responsible for any additional damages. The Resident Caretaker may advise the Board to revoke use privileges in cases where Regulations are not followed.

15. CABINS: There are three (3) cabins available for overnight lodging. Cabins may be reserved by Members in good standing by calling the Resident Caretaker at 719-486-0978 or on the BLE website. Use the Common Property Reservation Form found at the BLE website to complete the reservation by mail. Common property use fees shall be paid via check or PayPal to the Resident Caretaker or through the website at the time of reservation. Cancellations must be made one (1) week in advance or the Member will be charged for the time reserved. Check-in time is 1:00 p.m. and check-out time is 11:00 a.m. Members must provide their own linens, blankets and towels. Members are responsible for cleaning the cabin and removing all refuse, trash, and garbage after use. Members leaving the cabin in an unsatisfactory condition shall be billed for cleaning, property losses or damages noted by the Resident Caretaker. The Resident Caretaker may advise the Board to revoke use privileges in cases where Regulations are not followed.

16. MOTORIZED VEHICLES: All motorized vehicles including all-terrain vehicles, sport vehicles, snow vehicles and other recreational motorized vehicles must stay within posted speed limit. No careless or reckless driving is permitted. Respect other property owners' privacy and property. Do not drive off roads or on private roads and driveways. Trespassing, speeding and reckless motorized vehicles will be reported to the Lake County Sheriff.

17. LOGGING OPERATIONS: Commercial logging operations or the transport of logs is not permitted. All tree removal shall be governed by the Architectural Control Guidelines.

18. COMMERCIAL VEHICLES: Storage, use, or operation of a commercial vehicle is prohibited within Beaver Lakes Estates and Beaver Lakes Estates, Filing #2. Commercial vehicles shall be defined as anything other than a private vehicle, including cars, vans, trucks (less than or equal to 1 ton), sports utility vehicles, recreational vehicles (trailers, snowmobiles, 3/4 wheelers and other recreational vehicles). In cases where such a determination is unclear, the Resident Caretaker shall determine as to whether such a vehicle is private or commercial in nature. Service providers entering Beaver Lakes Estates for the express purpose of providing services to Members or to the Resident Caretaker (e.g., electric contractors, plumbers, etc.) are permitted.

19. STORAGE: Members may store recreational vehicles, trailers, camping trailers (including motor

homes) which are registered by the Member personally on their property where a residence exists. All storage should be adjacent to Member's buildings or as unobtrusively as possible minimizing visibility from neighbors. Materials storage and equipment should be enclosed in a shed or stored in non-visible and unobtrusive locations.

20. COMMON AREA STORAGE: Member storage of any item(s) on Common Property is not permitted.

21. SNOWPLOWING AND ROAD MAINTENANCE OPERATIONS: Yield to snowplowing and road grading maintenance operations. ELHA will not plow snow or grade private driveways or access roads. Members and their Guests, Tenants and Agents shall not park on any main BLE road to allow for effective snow plowing and road maintenance work.

Members and their Guests, Tenants and Agents shall not move snow onto the road such that the snow movement creates more than a 6" berm on the road. Members are responsible for the snow movement operations of their Guests, Tenants and Agents. Any Member found in violation of the snow movement rule will be issued one warning letter by the Board. Subsequent violations of the snow movement rule will incur a \$250 fine.

Fines will be levied in accordance with Covenants, Article 5, Section 5.5 (b), Article 6, Section 6.2 (b), 6.14.

22. ENFORCEMENT OF THE RULES AND REGULATIONS: Refer to the Covenants, Article 9 for further clarification.

END OF RULES AND REGULATIONS