

**RULES AND REGULATIONS**  
for the  
**Eleven Mile Ranch Association**  
**(EMRA)**

**A. LOT USE:**

1. All sites in the EMRA shall be for residential use only, with only one single family dwelling permitted on any lot. No more than one garage or utility building (excluding a shed) is permitted on any one site.
2. Mobile or Manufactured homes are NOT permitted as a primary residence or accessory building on any lot located within EMRA. All new construction must be constructed in accordance with Park County Building Codes, Guidelines, Land Use Regulations and EMRA Architectural Committee Approval.

**B. FISHING RULES:**

1. Only members in good standing may fish and they MUST REPORT OR SIGN into Webpage at: [elevenmile.net](http://elevenmile.net) to report fish they and their guests catch.
2. The EMRA Fishing Committee is ENCOURAGING barbless Sport Fishing (Catch and Release).
3. The daily bag and possession limit for trout taken is three **(3)** fish per day per membership (not per badge) in good standing.
4. No fishing or catching fish from Spillway Pond. Fishing Committee will organize volunteer days to put fish back in main lake. This will be done by netting only. This is NOT a Kids Fishing Pond.
5. The practice of chumming, baiting, or artificially feeding game fish with any substance for the purpose of catching them in the artificially baited area is prohibited.
6. The Fishing Committee encourages catch and release fishing. We encourage everyone to not return pike to the lake. When practicing catch and release fishing, please only use single hook lures. Avoid treble hooks, if the intent is to release, single barbless hooks are recommended.
7. All fish (trout and pike) caught, even caught and released, must be reported, however only trout kept will count against the 30 fish per year allowed under #11 below. .
8. Each member shall keep a detailed record of all game fish caught by him or his guests from all waters open to the membership. Catch reports shall be deposited in the designated report box or reported to [elevenmile.net](http://elevenmile.net).
9. A member or his guests shall not engage in any fishing without first obtaining a current annual fishing badge. Each membership will be issued four (4) fishing badges. To receive the badges the member must be current with HOA Fees and any assessments.
10. A current annual fishing badge must be visible at all times while fishing.
11. Each current membership is allowed 30 trout per year. Any membership reporting over 30 trout per year will pay the average cost of the stocked fish.
12. No membership will be permitted to have more than four (4) people on the lake fishing at any one time.
13. Guests who fish must be overnight guests or be accompanied by the EMRA member under whose badge they are fishing. On the first violation, the guest will be asked to leave, and this will be brought to the Board's attention. On the second violation, the member may lose their fishing privileges for the season upon the Board's decision.
14. No automobiles, trucks, or SUVs weighing over 1000 lbs. will be allowed on the lake ice in the winter. Snowmobiles and quads will be allowed.
15. During any fishing season, Owners may possess two (2) poles or fishing methods at any one time. Guests may possess one (1) pole or fishing method at any one time. (This will prevent additional stress fish may incur due to excessive catch and release or take.)
16. Any Owner has the authority to check for current badges and number of poles or methods used by individuals fishing, to include checking within the individual's ice fishing hut.

**B1. ADDITIONAL FISHING RULES:**

1. Fishing hours are limited to one hour before sunrise to one hour after sunset.
2. A State of Colorado Fishing License is not required to fish Lake George. The pond area to the south of the inlet dam and the Platte River are off limits to EMRA members.
3. Fishing in the Lake George Company (LGC) private ponds, the South Platte River north of the main dam area and the fish ladder is prohibited. Honor all "NO TRESPASSING" signs.
4. Members and their guests are responsible for cleaning up their own trash (including fish remains). Trash and fish parts must be placed in authorized trash containers.
5. The duties of the caretaker do not include cleaning up member's trash.

**C. GUESTS:**

1. Members will notify a Board Member when guests and/or family members will be using the premises without the member present. Arrangements must be made for the family members or guests to have a gate opener or current gate code. The duties of the caretaker do not include opening the gate for the family members or guests. This does NOT apply to tenants or roommates who pay to live in EMRA.
2. Fishing privileges, Lodge Access and Overflow Parking Areas are for members and their guests only and they are NOT extended to parties renting/leasing property in EMRA.

**D. HUNTING:**

Hunting is NOT PERMITTED within Eleven Mile Ranch. **(NO EXCEPTIONS)**

**E. SWIMMING AND WATER SKIING:**

Water skiing, swimming, wading and inner tubing are NOT PERMITTED. **(NO EXCEPTIONS)**

**F. SPEED LIMITS/SIGNAGE:**

Members and their guests are expected to observe all posted speed limits. Maximum is 15 MPH.

**G. PETS:**

1. All members are responsible and will be held accountable for control of their pets. Pets must be leashed or under the control the owner when outside. Excessive barking disturbs neighbors and will not be tolerated. Park County has a leash law.
2. Pets must not be allowed to chase or harass wildlife of any kind. Violations could subject you to a healthy fine by the State Wildlife Department.
3. Only commonly recognized domestic animals and non-poisonous pets may be kept on any lot located in EMRA. No livestock or poultry – others may be added.

**H. SHOOTING RANGE/FIREARMS:**

1. Shooting Area is closed until further notice.
2. No weapons of any kind may be discharged within the boundaries of EMRA.

**I. GENERAL RULES:**

1. Members and their guests must practice proper fishing and boating etiquette and use designated trash containers.
2. All vehicles, including RV's, motorcycles, trail bikes, golf carts, ATV's, Four Wheel Drives, etc., are not to be driven off the EMRA established roads. Loud muffler noise or speeding will not be tolerated. Pedestrians will always have the right of way. ALL motorized vehicles must observe the posted speed limit signs. ALL property located in the Eleven Mile Ranch is private property. The property located behind the Eleven Mile Ranch and surrounding Echo Lodge is ether private property or belongs to the US Forest Service. A motorized vehicle on US Forest Service land is strictly forbidden.
3. Living quarter type vehicles owned by EMR property owners such as mobile homes, campers, house trailers, vans, etc. shall not be parked on Lake George Company property or privately owned lots in the EMR for the expressed purpose of living in these vehicles for an extended period of time (more than one (1) month or allowed in the Declaration of Covenants). Temporary parking is available in the parking lot above Echo Lodge; prior permission must be obtained from the EMRA Board. Property owners whose guests drive such vehicles may allow their guest to park these vehicles on their property for short-term visits of not more than one (1) week in duration.

4. Permission to construct a boat dock must be obtained in writing from the EMRA Board. All docks must be properly maintained by the dock owner. The Owner of an unsightly dock will be notified that the dock needs to be repaired or replaced. After notification to the member, if the needed repairs or replacement are not made, the EMRA Board may have the dock removed and assess the owner for the expense.
5. An owner, who surfaces a road with a material other than gravel, will be responsible for maintenance of that road surface and any utilities under it.
6. It shall be the responsibility of each homeowner to either spray or remove insect infested plants from the owner's property located in EMR. The Board reserves the right to enter any Lot within the subdivision within a 72-hour period after notifying the homeowner to inspect for insect infestation or plant diseases. The Board recommends spraying or removal of trees or other infected plants in order to control and prevent the spread of disease.
7. Trash dumpsters are located on the right side of the road just inside the electric gate. These containers are for kitchen trash only. No construction, slash or unwanted large items are to be disposed in these trash cans. Please breakdown all cardboard boxes before placing them in the containers. Under no circumstance should trash, even if it is in a plastic bag, be placed outside the containers. The dumpsters have metal lids with a sliding bar and chain to secure the top from bears and other animals. Securely close them each time you put trash in the containers. If the lid will not close, please put your trash in another container, or wait until the trash has been picked up before leaving it. Clean up after yourself. The association does not pay anyone to keep this area clean.
8. All watercraft utilizing Lake George must display the Block and Lot number, Name of the owner or Street Address on the watercraft.
9. All vehicles or watercraft located in the EMRA storage area must be properly identified with Block and Lot Number, Name or Street Address. Additionally, all vehicles, trailers, etc. must be in good working condition. No junk may be stored. During 2025 the board will be conducting a survey of items in the storage area. Items that do not comply with the conditions listed in this section will be red tagged for removal by October 31, 2025. This process will be done every 5 years (2030, 2035, etc.). Items not removed by October 31, 2025, will be considered abandoned and will be removed by EMRA.
10. **Slash pile is now closed. Do not deposit anything further.**
11. Lot owners are required to obtain Burn Permits from the Lake George Fire Department using their web site. They are effective each year from January 1 to December 31.
12. The Gate is maintained by EMRA. Any damage to the gate will be the owner's responsibility to have repaired or charged for repairs. Gate codes are changed quarterly.
13. See the Board Members/Committee List for the person selling Gate Openers.
14. At the request of the Lake George Company, members who are disabled may obtain permission from the EMRA Board to drive golf carts onto the berm located between the headgate and the treatment plant. Such permission shall be limited to disabled members for the purpose of fishing the channel or to enjoy the beauty of the area. Parking along the edge of the berm next to the road shall be allowed for all other members of Eleven Mile Ranch Association.
15. All watercraft, i.e., boats, sail boats, paddle boards, canoes or any other type of watercraft shall be removed from the lake shore by the owner by October 31, 2025, and every successive 5 years (2030, 2035, etc.). If any watercraft is not removed by October 31, 2025, they will be considered abandoned and will be removed by EMRA. The watercraft may be returned April 1 of the following year. Watercraft being returned to the shore must comply with Section I-8 of EMRA Rules and Regulations.

**J. EMRA ECHO LODGE RULES:**

1. Echo Lodge may be used or reserved ONLY by members in good standing.
2. The lodge is available for MEMBERS in good standing from May 15 thru October 15 of each year (dates are approximate, weather permitting). Echo Lodge is closed between October 16 and May 14 unless special arrangements have been made with the Lodge Chairman for limited winter use.
3. Overnight residing at Echo Lodge is not permitted.
4. Members in good standing may let their guests park their camper, motor home or van overnight on the lot above the lodge. The Chairman of the Lodge Committee must be given prior notice.
5. Members in good standing who wish to use Echo Lodge must submit a request to the Chairman of the Lodge Committee well in advance of the requested date. Upon approval of the request and notification of the approval to the requesting member, the Chairman will place the request on the lodge calendar.
6. It shall be the responsibility of the member to pick up a key from the Chairman of the Lodge Committee or a designee of the Chairman and return the key when they have finished using the lodge.
7. It shall be the responsibility of the member to provide gate access for both arrival and departure of their guests.
8. The member is responsible for their guests abiding by all EMRA Rules and Regulations.

9. The member is responsible for leaving the lodge clean, including the restrooms, kitchen and surrounding grounds. The member must remove all trash and garbage, turn off the hot water heater, all lights and lock the doors.
10. In the event the Lodge is not in the same conditions that it was in prior to reserving, the Board will hire a cleaning crew and assess the Member for both cleaning and service fees.

**K. EMRA Building Regulations and Plans Approval Process (ALL PROPERTY OWNERS IN EMR)**

1. The property owner shall be a member in good standing of the EMRA. The property owner will read and adhere to the Declaration of Covenants, By-Laws and Rules and Regulations for Eleven Mile Ranch prior to submitting building plans to the Architectural Committee.
2. All buildings must comply with Park County regulations and the member, or his representative must obtain a Building Permit.
3. Plans for the building(s) must be submitted to and approved by the Architectural Committee prior to excavation. Above ground water storage tanks and cisterns are prohibited unless properly screened from view.
4. Solar Panels:
  - a. An Owner planning to install solar panels shall make every effort to install the panels on their roof.
  - b. An Owner shall exhaust all efforts for a roof installation before proceeding with a ground install.
  - c. The solar panel cases and installation hardware shall be a color or painted a color to closely match or blend with the existing roof color.
  - d. Ground installed solar panels locations should be made keeping your neighbor's views in mind.
  - e. The cases and mounting hardware on ground installations shall be a color or painted a color to blend in with the surrounding landscape. Whenever possible, the added use of shrubs is encouraged as a screen of the base.
  - f. Prior to installation, the Owner shall provide the Architectural Committee with a notice saying they have made their best effort to comply with these rules. In addition, Owners must obtain all the necessary permits and approvals of CORE, Park County and the State of Colorado.
5. Additions to existing structures, including garages, which alter the overall configuration of the building, must be reviewed and approved by the Architectural Committee prior to start of construction.
6. Pre-manufactured housing (examples: single or double wide mobile homes & modular homes) is prohibited. Homes Must Be Built on Site.
7. The exterior of the structure must be completed within one (1) year of excavation. All excess building material and trash must be removed within that time frame.
8. The water hookup will be according to the written EMRA rules. The tap fee must be paid and approval of the hookup must be obtained from the EMRA Board prior to connection to the water system.
9. All Chimneys must have a protective spark guard to prevent fires.
10. Each owner shall be responsible for the design, construction, operation and maintenance of a sewage disposal system adequate to serve the residential structure. Any new or replacement sewage system shall be in compliance with Park County Building Codes and Health Dept. regulations. All appropriate permits must be obtained prior to any construction or installation of a sewage system.

**L. SCHEDULE OF HOA FEES, ASSESSMENTS and SERVICE FEES:**

**EFFECTIVE IMMEDIATELY, A NEW FEE SCHEDULE IS NOW A SEPARATE DOCUMENT AND WILL NOT BE STATED WITHIN THE RULES AND REGULATIONS**

1. Collection Policy (Rev. July 15, 2017 to comply with state law HB 1276).
2. Annual HOA Fees and Assessments: Annual dues and assessments are billed one time for a calendar year. Members are invoiced in January. Payment is late on January 31<sup>st</sup> or 30 days after billing whichever is later. Dues are delinquent if not paid by April 1st as listed in the By-Laws, Article XI Section 1. (Rev. July 5, 2014). Dues may be paid annually or quarterly. Individuals who choose to do quarterly must use ACH to pay. There will be a 2.00 convenience fee for each transaction. Payment is late 30 days after billing. Please see Article XI Section 1 of the Bylaws for delinquent account information. (Rev. July 6, 2024)
3. Delinquent Account and Fees: A Delinquent Fee will be assessed on the following schedule, each July 1, October 1, January 1 and April 1 for each account with an unpaid balance. (Rev. June 5, 2010).
4. A Bad Check Fee will be charged for all returned checks.
5. Payment Plan Options: Any Owner who is more than three (3) months delinquent may work with the Treasurer to obtain a payment plan that will then be submitted to the Board for approval. Payment plans cannot exceed six (6) months without board approval.

6. Property Liens: Before the association turns over a delinquent account to an attorney or collections agency, the association must send the delinquent owner a written notice specifying:
  - i. The total amount of the arrearage, with an accounting of how the total arrearage was determined;
  - ii. Whether the opportunity to enter into a payment plan exists and instructions for contacting the association to enter into the plan.
  - iii. The name and contact information for the Owner to contact to request a copy of the owner's ledger to verify the amount of the debt; and
  - iv. What action is required to remedy the delinquency and failure to do so within 30 days may result in the account being turned over to a collection agency, with a lawsuit filed against the owner, the filing and foreclosure of a lien against the owner's property and other remedies available under Colorado law.

**M. VIOLATIONS AND FINES:**

1. All violations of these Rules and Regulations shall be reported in writing to the EMRA Board.
2. Fishing at EMRA is authorized by fishing rights granted by EMRA and is a privilege, not a right. Non-compliance with these RULES AND REGULATIONS may result in revocation of the members fishing rights by EMRA as represented by the Board. Revocation may occur after a hearing has been held between the offending party, and at least two (2) designated representatives of EMRA.
3. Violations of these RULES AND REGULATIONS may also result in the exclusion of members as provided under Article XI Section I of the By-Laws (Exclusion from membership in Good Standing).
4. Fines for violations of the recorded EMRA Declarations, Amended Covenants, Bylaws or these Rules and Regulations may result in a fine as follows: A fine will be assessed to the Owner after a 2<sup>nd</sup> written notification of a violation. If this violation is not brought into compliance within 14 days, or a second violation of the same type occurs, another fine may be assessed for noncompliance. Additionally, fishing rights will be suspended immediately. Fishing during the suspension may result in further fines.

**N. LEASING AND/OR RENTING:**

1. Leasing or Renting means any arrangement involving the occupancy of a Dwelling by any adult person, age 18 years of age, other than the Owner in exchange for remuneration or some other form of compensation.
2. Occupancy by a roommate, who lives in the Dwelling with the Owner pursuant to a written agreement, shall NOT constitute Leasing or Renting.
3. Owners, who do not advertise for renters and do not charge a fee for the use of the Property, shall NOT constitute leasing or renting.
4. All leases or rental agreements must be in compliance with applicable local, state and federal laws.
5. NO Owner may lease or rent:
  - i. less than his or her entire Dwelling;
  - ii. for transient or hotel purposes i.e. VRBO, Airbnb, HomeAway, Flip Key, Roomarama or similar Internet rental sites;
  - iii. for a term of less than four (4) months in duration without regard to any optional extension period.
6. Any lease or rental agreement shall be in writing and shall provide that the lease or rental agreement is subject to the terms of the Rules and Regulations of the Association, and the Owner is responsible for furnishing a copy of the Rules and Regulations, either in writing or electronically, to the Owner's renter or lessee.
7. The Owner is responsible for delivering a copy of the written lease or rental agreement to the Association within ten (10) days of its execution, along with contact information to include driver's license and vehicle information for all individuals that occupy the Dwelling.
8. The Lease or rental agreement shall state that the failure of the lessee or renter to comply with the terms of the Rules and Regulations, shall constitute a default and such default shall be enforceable by the Board of Directors notifying the Owner of non-compliance within 10 calendar days of the infraction. The Owner will need to correct the infraction within a 10-day period. On the 11<sup>th</sup> day, the BOD will charge a daily penalty fee until the infraction has been resolved or the Owner and the BOD have come to a written understanding.
9. The Association may impose a leasing fee reasonably calculated to offset the additional administrative and other expenses incurred by the Association to oversee, regulate and enforce the Association's leasing restrictions, as well as any additional expenses generated by tenants moving into or out of the Community.
10. For persons renting or leasing, they will NOT be allowed access to EMRA amenities including but not limited to:



Lake, Fishing and Lodge. Approved amenities for use are: Water, Trash, Roads and Gate Access.

**O. Water Rules Required by State Law:**

EMRA has the authority to remove any and all cross connections on any properties receiving water from EMRA (added April 21, 2018 to comply with state law).

**P. Amendments:** From time to time, it may be necessary for the BOD to make changes or additions to the Rules and Regulations. However, any change or new rules must be approved by a majority vote (51%) of the owners present at the first meeting of the owners after the change or new rule is adopted by the BOD.

**Q MISCELLANEOUS PROVISIONS:**

1. In case of any conflict between the Declaration and the Articles of Incorporation, Lake George Lease or of the Association, the Declarations shall control. In case of conflict between the provisions of the Articles of Incorporation and the Bylaws, the Articles shall control.
2. No Waiver: Failure by the Association, the Board of Directors or any person to enforce any provision of these Rules and Regulations shall in no event be deemed to be a waiver of the right to do so thereafter.
3. Severability: The provisions of these Rules and Regulations shall be deemed to be independent and severable, and the invalidity of anyone or more of the provisions hereof, or any portion thereof, judgment of decree of court of competent jurisdiction, shall in no way affect the validity or enforceability of the remaining provisions, which provisions shall remain in full force and effect.
4. Singular Includes the Plural Gender: Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the undersigned, as Secretary and President of the Association, certify that these Amended Rules and Regulations were approved by the members of the Eleven Mile Ranch Association at the Annual Meeting held on July 8, 2023.

By: Kathleen Quaranta  
Kathleen Quaranta, EMRA Board Secretary

By: Bruce Sonnenfeld  
Bruce Sonnenfeld, EMRA President

Revised: Effective July 09, 2022

Revised: Effective July 08, 2023

Revised: Effective July 06, 2024