

**COMMUNITY RULES**

**FOR**

**LATERAL 75 RANCH**

**Blaine County, Idaho**

Effective Date: March 12, 2021

## TABLE OF CONTENTS

ARTICLE 1	DEFINITIONS .....	1
ARTICLE 2	AUTHORIZATION AND SCOPE .....	3
2.1	Authorization.....	3
2.2	Rights, Powers and Duties.....	3
2.3	Rules.....	3
2.4	Administration and Enforcement .....	3
ARTICLE 3	“GOOD NEIGHBOR” RULES.....	4
3.1	Purpose .....	4
3.2	Lawful Use .....	4
3.3	Noise.....	4
3.4	Nuisances .....	4
3.5	Animals .....	4
3.6	Animal Rules.....	5
3.7	Speed Limit .....	5
3.8	Street Parking Restrictions .....	5
3.9	Operation of Vehicles.....	5
3.10	Garage Doors.....	5
3.11	Boat, Trailer and Vehicle Repairs .....	5
3.12	Storage of Recreational Vehicles and Motor Homes .....	5
3.13	Storage of Other Vehicles .....	5
3.14	Storage of Other Property.....	5
3.15	Towing of Vehicles .....	5
3.16	Trash Containers and Collection .....	6
3.17	Trash and Litter .....	6
3.18	Burning and Incinerators .....	6
3.19	Temporary Occupancy and Temporary Buildings .....	6
3.20	Clothes Drying Facilities.....	6
3.21	Machinery and Equipment Used For Hobbies .....	6
3.22	Sports Equipment .....	6
3.23	Maintenance .....	6
3.24	Lake Fish .....	6
3.25	Special Events .....	7
3.26	Outdoor Holiday Decorations .....	7
3.27	Damage to Common Areas .....	7
3.28	Notification of Accidents and Injury .....	7
3.29	Alcohol and Illegal Drugs .....	7
3.30	Complaints, Communications and Requests .....	7
ARTICLE 4	LAKE RULES.....	7
4.1	Purpose .....	7
4.2	Compliance with the Laws .....	7
4.3	Risks Associated with Lake .....	7
4.4	Assumption of Risk.....	8
4.5	Insurance .....	8
4.6	No Monitoring of Lake Usage.....	8
4.7	Lake Swimming .....	8
4.8	Hours of Use and Lake Closure .....	8

4.9	Use of Islands .....	8
4.10	AWSA Membership Requirement .....	8
4.11	Guest Registration and Release of Claims .....	8
4.12	Flying Devices.....	8
4.13	Violations and Enforcement.....	9
4.14	Stand Up Paddle Boards (SUPs) .....	9
ARTICLE 5	SKI CLUB .....	9
5.1	Purpose .....	9
5.2	Owners Are Automatically Members.....	10
5.3	Use of Vacant Lots by Association .....	10
ARTICLE 6	BOATS AND OTHER WATERCRAFT.....	10
6.1	Permitted Boats .....	10
6.2	Other Motorized Watercraft .....	10
6.3	Invasive Species .....	10
6.4	Non-Motorized Watercraft .....	11
6.5	Number of Boats Allowed At One Time.....	11
6.6	Shutting Off Engine .....	11
6.7	Boat Speed.....	11
6.8	Wake Enhancing Devices and Owners Responsibility.....	11
6.9	Boat Noise Specifications .....	11
6.10	Boat Storage .....	11
6.11	Visiting Boats.....	11
6.12	Mandatory Equipment.....	11
6.13	Permitted Users .....	12
6.14	Mandatory AWSA Membership .....	12
6.15	Fuel Leaks .....	12
ARTICLE 7	SAFETY.....	12
7.1	Safety Committee .....	12
7.2	Safety Precautions .....	12
7.3	Boat Safety Inspections.....	12
7.4	Boat Driver Safety Test.....	13
7.5	AWSA Hand Signals.....	13
7.6	Lightning .....	13
ARTICLE 8	SKI ROTATION RULES .....	13
8.1	Rotation System .....	13
8.2	Rotation Flag.....	13
8.3	Time Allocated for the Rotation.....	13
8.4	Loss of Rotation .....	13
8.5	Boat In the Water at the Beginning of the Rotation .....	13
8.6	Not Removing the Flag .....	14
8.7	Replacing a Buoy .....	14
8.8	Skiing From Another Dock .....	14
ARTICLE 9	SLALOM COURSE USAGE AND DRIVING PROCEDURES .....	14
9.1	Entering the Slalom Course.....	14
9.2	Returning to a Fallen Skier.....	14
9.3	Visibility of the Driver .....	14

9.4	Resuming the Pass.....	14
9.5	Turn Island Driving Pattern.....	14
9.6	Skier Position Around the Turn Island.....	14
9.7	Rope Shortening Location.....	14
9.8	Buoy and Bungee Cord Replacement .....	14
9.9	Barefoot Skiing .....	14
9.10	Dock Starts .....	15
9.11	Safe Drop Zone .....	15
ARTICLE 10	FINE SCHEDULE .....	15
ARTICLE 11	GENERAL PROVISIONS.....	15
11.1	Severability.....	15
11.2	Construction .....	15
11.3	Violations and Nuisance.....	15
11.4	Delivery of Notices and Documents .....	15
11.5	Captions.....	15
11.6	Conflicts .....	15
11.7	Joint and Several Liability.....	15
11.8	Attorney’s Fees .....	16
11.9	Plurals; Gender.....	16

## ARTICLE 1 DEFINITIONS

The following words, phrases or terms used in these Rules will have the same meaning as given to them in the Declaration, unless the context otherwise specifies or requires.

- 1.1 “**Association**” means the Lateral 75 Ranch Community Association, Inc., an Idaho nonprofit corporation.
- 1.2 “**AWSA**” means the American Water Ski Association, or its successor or any substitute thereafter selected by the Board.
- 1.3 “**Board**” means the Board of Directors of Association.
- 1.4 “**Common Area**” means each of the following real property interests:
  - (a) Parcel R1 (MGM Lake and other lands),
  - (b) Parcel R2, Parcel R3, Parcel R4, Parcel R5 and Parcel R-6;
  - (c) Parcel S1 (Hour Glass Loop);
  - (d) Parcel S2 (Three Bears Way);
  - (e) Pedestrian Access Easements;
  - (f) Private Utility Easements;
  - (g) Lake Maintenance Easements;
  - (h) any real property interest conveyed to, and accepted by, the Association as Common Area under this Declaration; and
  - (i) any lease, license or other right for amenities or facilities held by the Association.
- 1.5 “**Community**” means the real property included in Lateral 75 Ranch Subdivision, according to the official plat thereof filed in the real property records of Blaine County, Idaho.
- 1.6 “**Community Documents**” means these Rules and the Declaration, Articles, Bylaws, and Architectural Design Requirements.
- 1.7 “**Declaration**” means the Declaration of Covenants, Conditions, Restrictions and Easements for Lateral 75 Ranch recorded in the real property records of Blaine County, Idaho as Instrument No. \_\_\_\_\_, as the same may be amended from time to time.
- 1.8 “**Developer**” means Flying Squirrel Productions LLC, an Idaho limited liability company, its successors and any person or entity to whom it may expressly assign, by recorded instrument its right as Developer under the Declaration.
- 1.9 “**Home**” means a residential living unit constructed upon a Lot.
- 1.10 “**Guest**” means any person present upon the Community upon the invitation or with the expressed or implied consent of an Owner or the Board.
- 1.11 “**Lake**” means Parcel R1 on the Plat of Lateral 75 Ranch Subdivision. The Lake is also known as MGM Lake @ Lateral 75.
- 1.12 “**Lot**” means any plot of land designated as a Lot upon the Plat with the exception of the Common Areas. As used herein, Lot may include the Improvements on a Lot.

- 1.13 **“Member”** means any person or other entity who is a member of Association.
- 1.14 **“Occupant”** means any person that occupies a dwelling structure located on a Lot.
- 1.15 **“Owner”** means the record owner, whether one or more persons or entities, holding fee simple interest of record to a Lot, and buyers under executory contracts of sale, but excluding those persons or entities having the interest merely as security for the performance of an obligation, unless and until the person or entity has acquired fee simple title pursuant to foreclosure or other proceedings.
- 1.16 **“Plat”** the official plat of Lateral 75 Ranch Subdivision, according to the official plat thereof recorded in the real property records of Blaine County, Idaho as Instrument No. 2021-\_\_\_\_\_. Plat also means any future subdivision plat covering any portion of the Community that is lawfully recorded in the Blaine County Recorder’s Office.
- 1.17 **“Permitted User”** means:

**1.17.1 Lot Owned By Individual(s) - Familial Ownership**

“Permitted Users” means any two (2) natural persons at least 18 years of age, who are the Lot Owner(s), from the same family household. Permitted Users will also include the immediate children or parents, age 18 or older, of the Permitted Users, that permanently and bona fide reside with the family household. This definition of “Permitted Users” would also extend to those off-site, familial deeded Owners that have not yet built a home on the lot.

**1.17.2 Lot Owned By Individual(s) - Non-Familial Ownership**

“Permitted Users” means any two (2) natural persons at least 18 years of age, who own at least 25% of the Lot. Permitted Users do NOT include the immediate children or parents of the designated Permitted Users. Ownership will identify in writing to Association, the two (2) designated Permitted Users. This definition of “Permitted Users” would also extend to those off-site, non-familial deeded Owners that have not yet built a home on the lot.

**1.17.3 Lot Owned by an Entity - Familial Ownership**

“Permitted Users” means a maximum of two (2) natural persons at least 18 years of age, from the same family household, who will maintain at least a twenty-five percent (25%) beneficial interest in the Trust, LLC, or other ownership entity. Permitted Users will also include the immediate children or parents, age 18 or older, of the Permitted Users, who permanently and bona fide reside with the family household. The Trust, LLC, or other ownership entity will identify in writing to Association, the two (2) designated Permitted Users. This definition of “Permitted Users” would also extend to an off-site, familial owned Trust, LLC, or other ownership entity that has not yet built a home on the lot.

**1.17.4 Lot Owned by an Entity - Non-Familial Ownership**

“Permitted Users” means a maximum of two (2) natural persons at least 18 years of age, who will maintain at least a twenty-five percent (25%) beneficial interest in the Trust, LLC, or other ownership entity. The Trust, LLC, or other ownership entity will identify in writing to Association, the two (2) designated Permitted Users. Permitted Users do not include the immediate children or parents of the designated Permitted Users. This definition of

“Permitted Users” would also extend to an off-site, non-familial owned Trust, LLC, or other ownership entity that has not yet built a home on the lot.

#### 1.17.5 **Leased Lot**

“Permitted Users” means a maximum of two (2) natural persons, at least 18 years of age, from the same family household, who permanently and bona fide reside at a Lot within the Community, or are leasing a complete lot, without a house. Permitted Users do not include the immediate children or parents of the designated Permitted Users.

No person will be a Permitted User unless and until (a) the person has passed a safety test and are deemed qualified to operate a boat on the Lake, (b) the person has any required insurance coverage in effect.

- 1.18 “**Rules**” mean these Rules, as they may be amended from time to time.
- 1.19 “**Safety Committee**” means that committee appointed by the Board to conduct safety instruction and testing for boat drivers and to oversee all Lake activities.
- 1.20 “**Ski Club**” means the Wood River Water Ski Club, Inc., an Idaho nonprofit corporation.
- 1.21 “**Visible From Neighboring Properties**” means, with respect to any given object, that the object is or would be visible to a person six feet tall, standing on any part of the Community, including other Lots and the Common Area, other than the Lot upon which the object is situated.

## **ARTICLE 2 AUTHORIZATION AND SCOPE**

- 2.1 **Authorization.** These Rules have been promulgated pursuant to the Declaration.
- 2.2 **Rights, Powers and Duties.** Association is charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration, together with any rights, powers and duties as may be reasonably necessary to effectuate the objectives and purposes of Association as set forth in the Declaration. Association, through its members and Board, will take the appropriate action to manage and maintain, repair, replace and improve the Common Area, together with Improvements located thereon, to perform related activities, and to perform all other functions and duties assigned to Association, all in accordance with the Declaration and the Community Documents.
- 2.3 **Rules.** By a majority vote of the Board, Association may, from time to time and subject to the terms of the Declaration, adopt, amend and repeal these Rules. These Rules may restrict and govern the use of any area by any Owner, by the family of the Owner, or by any invitee, Guest, licensee or lessee of the Owner; provided, however, that these Rules must not discriminate among Owners and must not be inconsistent with the Community Documents. These Rules will have the same force and effect as if they were set forth in the Declaration.
- 2.4 **Administration and Enforcement.** Association will administer and enforce these Rules in accordance with the procedures set forth in the Declaration and in these Rules.

### ARTICLE 3 “GOOD NEIGHBOR” RULES

- 3.1 **Purpose.** The following rules are intended to foster a “good neighbor” environment where all Owners can maximize the use and enjoyment of their property and the amenities provided at the Community. There may be some repetition of rules specified in the Declaration, but they are included here for ease of reference. Some rules have been condensed or abbreviated for ease of readability but Owners will abide by the complete rules found in the Declaration and other Community Documents.
- 3.2 **Lawful Use.** No use, which in the sole determination of Association, is improper, offensive or unlawful, will be made of any portion of the Community, and all applicable laws of all government bodies having jurisdiction thereof will be observed by all Owners, Guests and visitors.
- 3.3 **Noise.** Any noise that would in any manner interfere with the quiet and peaceful use of any neighboring Lot or Common Area is prohibited. This includes, but is not limited to, sounds from pets, televisions, sound systems, wind chimes, improperly muffled motor vehicles or equipment operation. No, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, will be located, used or placed on any portion of a Lot. Gas powered or similarly noisy equipment for landscape and site maintenance is to be operated only between the hours of 7 a.m. and 5 p.m. Monday through Saturday. No noisy equipment will be operated on Sundays.
- 3.4 **Nuisances.** No nuisance of whatever kind or description will be permitted to exist or operate upon a Lot so as to be offensive, unsanitary, unsightly or detrimental to any other Lot in the vicinity thereof or to its occupants. The Board in the exercise of its sole discretion, will have the right to determine the existence of any nuisance whether described herein or not.
- 3.5 **Animals.** No animals, livestock or poultry of any kind will be raised, bred or kept on any Lot except that Household Pets (defined below), Horses (defined below) and Chickens (defined below) may be kept for an Owner’s personal use provided that (a) the Household Pets and Chickens are not bred or maintained for any commercial purpose; (b) no more than four (4) of any combination of domesticated dogs or domesticated cats may be kept on a Lot; (c) no more than eight (8) Chickens may be kept on a Lot; (d) any Household Pets will be properly restrained and controlled at any time they are within the Community; and (e) any Chickens must at all times be enclosed in a predator resistant and fenced coop and run area (and may not roam free). “**Household Pets**” means generally recognized household pets that are customarily kept as indoor pets, such as domesticated dogs, domesticated cats, fish, birds (excluding hens and chickens), rodents and non-poisonous reptiles. Household Pets will not include livestock, poultry (except Chickens), swine or waterfowl. All dogs kept outside overnight must be kept in a kennel that has the location, design and materials approved by the Committee. “**Horses**” means up to three (3) horses per Lot, but only on Lots 20 – 24, and only horses owned by Owners or Occupants of the Lot where the Horses are located. “**Chickens**” means hens only (no roosters) that are kept for the production of eggs for domestic use. Any Chicken coop and run area on Lots 1 – 19 must be located out of sight of the Lake in a location approved by the Committee. All Chicken coops must be of a design, materials and color approved by the Committee. No Chickens may be slaughtered outside in the Community. Household Pets will not be kept which unreasonably bother or constitute a nuisance to other Owners. Any noisy animal (defined below), any vicious animal, any non-domestic household pet or any animal which damages or destroys property will be deemed a nuisance. Excessive or untimely barking, molesting passersby, chasing vehicles, pursuing or attacking other animals, including wildlife, and trespassing upon private property in a manner that may damage the Community will also be deemed a nuisance. A “noisy animal” means any animal which habitually or frequently disturbs the sleep, peace or



quiet of any Occupant. Owners will contact the local animal control agency regarding noisy animals prior to complaining to the Board about the animals. Any costs associated with responding to complaints of a noisy animal or nuisance pet may be levied against an Owner as a Limited Assessment. The Owner of a Lot where a Household Pet is kept, as well as the legal owner of the Household Pet (if not the Owner), will be jointly and severally liable for any and all damage and destruction caused by the Household Pet, and for any clean-up of any Common Area, roads or other property necessitated by the Household Pet. Each Owner must register all Household Pets with the Association, to assist in returning lost Household Pets to their owners. No Household Pets are permitted in the Lake, or on any dock in the Lake.

- 3.6 **Animal Rules.** The following rules apply to permitted animals:
- 3.7 **Speed Limit.** Owners, guests, visitors and any other person entering the Community will obey the posted speed limit of twenty (20) miles per hour on all roads within the Community boundaries and will take care to drive vehicles in a safe manner at all times.
- 3.8 **Street Parking Restrictions.** No vehicle or trailer of any kind will be parked on any street or driveway for any extended period of time or overnight as determined from time to time by the Board. Commercial and delivery vehicles may park on the streets while services are being performed or goods are being delivered.
- 3.9 **Operation of Vehicles.** Motorcycles, go-carts, ATVs, bicycles, or any other motorized vehicle may not be operated on any Common Area, except the street, or on any Lot except on driveways. Obstruction of the roadways and any driveway is prohibited.
- 3.10 **Garage Doors.** Garage doors must remain closed at all times when not in immediate use.
- 3.11 **Boat, Trailer and Vehicle Repairs.** Except with the approval of the Board, no vehicle or equipment construction, restoration, body work or repair, other than repairs of an emergency nature, is allowed upon any Lot in a manner as will be Visible From Neighboring Properties.
- 3.12 **Storage of Recreational Vehicles and Motor Homes.** All recreational vehicles and motor homes will be stored off Property and will be allowed on Property only for that limited period of time for loading, unloading and cleaning.
- 3.13 **Storage of Other Vehicles.** All trailers, boats, ATVs, motorcycles, go-carts, bicycles, off-road equipment or other motorized vehicles not typically used for daily transportation must be stored at all times within an enclosed garage.
- 3.14 **Storage of Other Property.** The visible storage of any unsightly material, including, but not limited to, clothing, towels, cleaning items, excess furniture, or the like, is not permitted on any exterior wall, window, door, balcony, patio, fence, garage or storage area and must not be Visible From Neighboring Properties.
- 3.15 **Towing of Vehicles.** The Board will have the right to have any truck, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, boat, boat trailer or similar equipment or vehicle or any automobile, motorcycle, motorbike, or other motor vehicle which is parked, kept maintained, constructed, reconstructed or repaired in violation of the Declaration towed away at the sole cost and expense of the Owner of the vehicle or equipment.

- 3.16 **Trash Containers and Collection.** Trash cans and other trash receptacles, including recycling cans and receptacles, must be kept in a garage or outside enclosure approved by the Committee, and must not be visible from any street except between 5:00 AM and 8:00 PM on the day selected by the trash collector for trash and recycling pick-up.
- 3.17 **Trash and Litter.** No person will deposit any trash, liquids, drink containers or other debris of any kind on the Lake, Lots or Common Areas of the Community. The cost of removing any the items deposited or created by the Owner, a tenant of the Owner or any of their respective family members or Guests will be assessed to the Owner as set forth in the Declaration.
- 3.18 **Burning and Incinerators.** No open fires or burning will be permitted, on any portion of the Community at any time, except for the use, in customary fashion, of outdoor residential barbecues, grills or fire pits.
- 3.19 **Temporary Occupancy and Temporary Buildings.** No trailer, tent, shack, garage or barn, and no temporary buildings or structures of any kind will be used at any time for a residence on any portion of the Community either temporary or permanent.
- 3.20 **Clothes Drying Facilities.** Outside clotheslines or other outside facilities for drying or airing clothes must not be erected, placed or maintained on any Lot so as to be Visible From Neighboring Properties.
- 3.21 **Machinery and Equipment Used For Hobbies.** The use of machinery and equipment meant solely to be used in conjunction with an Owner's hobby will be permitted so long as all doors to the outside of the Home are kept closed and no excessive noise can be heard from other Lots or Common Areas on the Community.
- 3.22 **Sports Equipment.** No sports equipment, including, but not limited to, basketball hoops, skis, tow ropes, floatation devices, wake boards or life vests will be stored, kept or left on any Lot or Common Area so as to be Visible From Neighboring Properties. Permanently attached basketball hoops, backboards or similar sports Equipment are prohibited. Portable Equipment will be permitted but will be stored in an area not Visible From Neighboring Properties at all times when not in use.
- 3.23 **Maintenance.** The following list is not comprehensive. Complete rules are contained in the Declaration:
- (a) Each Owner is responsible for maintenance of all elements of the Improvements, including landscaping on the Lot, in a timely manner;
  - (b) All vacant Lots will be at all times kept free of rubbish, litter and weeds, and all grass will be kept cut, so as to present a tidy appearance;
  - (c) Owners may perform painting of residences, gates, fences, and garages without Committee review so long as the original color is used;
  - (d) Owners will maintain, paint, repair, replace, restore, operate and keep their dock in good condition at all times.
- 3.24 **Lake Fish.** The Lake may be stocked with various fish to achieve a good ecological balance, as so that it will not require expensive chemicals to keep the Lake clean. To ensure the preservation of

this balance, Owners should notify carpet cleaners, patio maintenance firms, etc., not to discharge any substance, debris, or clippings into the streets or onto grass surrounding the Lake or into the Lake.

- 3.25 **Special Events.** Tents or cabanas may only be erected on a Lot for special events with prior written approval from the Board and only for the period of time authorized. All event structures must be removed within 24 hours after the conclusion of the event.
- 3.26 **Outdoor Holiday Decorations.** Christmas decorations, including lights, will be permitted outdoors in areas beginning on the date after Thanksgiving day. All Christmas decorations and lights will be removed no later than January 15th. Decorations for other holidays will be installed no more than two (2) weeks prior to the holiday and will be removed within one (1) week after the holiday.
- 3.27 **Damage to Common Areas.** Any persons present at Common Areas will use all care and caution necessary to prevent damage to landscaping, improvements or other facilities thereon, and the Lot Owner will be responsible for any damage thereto.
- 3.28 **Notification of Accidents and Injury.** All injuries, to any person, that occur within Common Areas will be reported immediately to a member of the Board.
- 3.29 **Alcohol and Illegal Drugs.** No Owner, Occupant or guest may consume alcohol, smoke any substance or use any drugs or substances (except lawfully prescribed medications) while in or on the Lake, or while on any Common Area near the Lake, including any on any boat dock, in any boat, or engaged in any water activities.
- 3.30 **Complaints, Communications and Requests.** All complaints, communications, and requests relating to these Rules will be made to the Board.

#### ARTICLE 4 LAKE RULES

- 4.1 **Purpose.** No Owner, Occupant or Guest will have the right to use the Lake as a result of their status as an Owner, Occupant or guest, except as may otherwise be expressly allowed in the Declaration. Any unauthorized use of the Lake will be deemed a trespass and the Owner, Occupant and/or Guest involved in any unauthorized use may be prosecuted to the fullest extent of the law. Each Owner acknowledges the inherent and unavoidable potential danger of purchasing a Lot located near the Lake, an unfenced body of water. All Owners, Occupants and Guests assume the various risks involved in living and/or coming upon the Community and/or living near the Lake. The Association is not required to provide lifeguards, monitors, supervisors or other persons to monitor or otherwise supervise the use of the Lake. Furthermore, each Owner acknowledges and accepts the inherent, foreseeable, unavoidable and potential noise and nuisance associated with and generated by water-ski boats that may be used on the Lake.
- 4.2 **Compliance with the Laws.** All Owners, other Permitted Users and other persons will fully comply with all boating laws, registration laws and other legal requirements related to the registration, operation or ownership of boats or other watercraft.
- 4.3 **Risks Associated with Lake.** Each Owner purchasing a Lot acknowledges the inherent and unavoidable potential danger and hazard of:
  - (1) purchasing a Lot adjacent to the Lake, an unfenced body of water; and

- (2) the sport of water skiing which will frequently occur on the Lake; and
  - (3) the operation of motorized boats on the Lake.
- 4.4 **Assumption of Risk.** Each Owner, his/her tenants, and their respective family members and Guests are assuming the various risks involved in living and/or coming upon the Community and/or using the Lake. Each Owner and tenant will be solely responsible to ensure the safety of all persons as a result of the actions or omissions of the Owner and/or tenant and all persons deriving use privileges through the Owner or tenant, including the safety of any persons using the Lake and all other persons present at the Community with the actual or implied permission or consent of any person. Without limitation, this will include the safety of small children or non-swimmers in the vicinity of the Lake, the prevention of unauthorized or other dangerous use of the Lake by persons deriving use privileges from the Owner or tenant and the proper and safe operations of boats.
- 4.5 **Insurance.** All Owners will provide proof of insurance required by the Rules prior to the boat being used on the Lake.
- 4.6 **No Monitoring of Lake Usage.** Association is not required to employ or otherwise have available lifeguards, monitors, supervisors or other persons to monitor or supervise use of the Lake, activities of persons on or at the Lake or the safety of any persons, and no actions or omissions by Association will create any responsibility or obligation of Association, the management agent the Board, the Officers of Association or the Members to monitor or supervise these matters.
- 4.7 **Lake Swimming.** No swimming will be permitted in the Lake at any time.
- 4.8 **Hours of Use and Lake Closure.** The operation of boats and other permitted watercraft will be permitted only during the hours between sunrise and sunset. The Board has the right and authority to close the Lake for normal operations, as described in the Declaration, and as necessary for maintenance, repair or other necessary work.
- 4.9 **Use of Islands.** The two islands in the Lake must not be used by Owners, and the Owners and those deriving rights through Owners will have access thereto only as may be expressly permitted by the Board. Any persons present at or on either of the islands with permission of the Board will use all care and caution necessary to prevent damage to landscaping, improvements or other facilities thereon, and the Lot Owner will be responsible for any damage thereto.
- 4.10 **AWSA Membership Requirement.** Owners will provide proof of current AWSA membership on the Ski Club Member Registration form in these Rules. No Owner or other person may operate boat on the Lake unless the operator of the boat provides the Association with a current AWSA boat drivers rating that is acceptable to the Association.
- 4.11 **Guest Registration and Release of Claims.** Prior to using the Lake, all Guests and their sponsoring Owners must sign a Release of All Claims For Lake Users and Water Skiers form as provided in in these Rules.
- 4.12 **Flying Devices.** All flying devices, including but not limited to parasails, used for placing skiers in the air are prohibited from being used on the Lake. No drones may be operated over any Common Area (including the Lake) without the prior written approval of the Association, which approval may be revoked at any time for any reason.

4.13 **Violations and Enforcement.** The Board may enforce these Rules as provided in the Declaration, including the Board's right to suspend rights to use the Lake and other Common Areas and levy against an Owner monetary penalties for expenses incurred by Association as a result of the Owner, tenant of the Owner or any of their respective family members or Guests. The suspension of use rights may be immediately effective if the Board determines that step to be necessary for safety or other reasons. Further, an Owner's delinquency in the payment of Assessments and other Charges may result in the suspension of Common Area use rights under the Declaration. The Board will have the right to eject any individuals from the Lake and/or any Common Area who are not conducting themselves in an orderly fashion, who are inebriated or otherwise incapacitated, who in any way pose a risk to any other person or property, or who are violating these Rules and the Board and Association will not be responsible for any damages resulting from the exclusion. However, Association will not maintain a full time professional staff to police the Community and neither the Board, the Officers of Association, Association or the Owners will be responsible for the actions of any individual or the presence of the individual at the Lake or Common Areas.

4.14 **Stand Up Paddle Boards (SUPs).** Stand Up Paddle Boards ("SUPs"), kayaks and canoes are allowed on the Lake, by Permitted Users and their guests but only under the following conditions.

Life Jackets - An approved personal flotation device (PFD) is required for each person and to be worn or placed so it is readily accessible for immediate use. Children 12 and under must wear a PFD at all times.

Paddleboards, Kayaks and Canoes are not part of the Ski Rotation - Largely for safety reasons because they are not visible and can introduce confusion into the normal rotation system. Secondly, the primary purpose of the Lake is for skiing, however, if these activities can be done with consideration and not during ski rotation they are a nice addition to the enjoyment of the Lake.

Must Yield to Boats, Skiing / Wakeboarding - As mentioned, paddleboards are only allowed to be used on the lake if no skiing or wakeboarding is going on. If paddle boarding and an owner puts out their flag to begin rotation for skiing or wakeboarding, a paddle boarder must yield the lake and exit immediately, returning to the shoreline.

Paddle Board, kayaking and Canoeing After Sunset - is allowed on the lake according to the following Rules:

1. Regardless of Age - ALL people on the water must wear an approved personal flotation device (PFD / life jacket)
2. Paddle Boarders, kayaks and canoes must have in operation a portable light, as you would with any water craft after sunset
3. All water activities must cease at 10:00 PM nightly
4. Please be considerate of your neighbors and do not create unnecessary noise. Noise travels more at night, keep conversations at a reasonable level and please control barking dogs that may be startled by evening paddle boarders

## ARTICLE 5 SKI CLUB

5.1 **Purpose.** In order to obtain the full benefits from AWSA, the Developer has organized the Wood River Water Ski Club, Inc. under the sanction of AWSA. These Rules of the Club will be contained in these Rules.

- 5.2 **Owners Are Automatically Members.** All Owners are automatically members of the Ski Club and will become (and cause their tenants to become) members of the AWSA as necessary to obtain and retain sanction of the Ski Club by AWSA, and Association may charge all costs incurred in connection therewith to the Owners as charges hereunder. All skiers must provide proof of a current ASWA membership to the Ski Club, to the extent any Owners and/or tenants do not take the necessary or appropriate actions to join or maintain membership in the AWSA (or another sanctioning body selected by the Association).
- 5.3 **Use of Vacant Lots by Association.** Until construction of a Home is commenced on a Lot, Association will have the right to use Lots for special events sponsored by Association without payment of rent or other charges therefor; provided that (a) the Association will remove debris and otherwise restore the Lot to substantially its condition prior to the use; and (b) Association has or obtains appropriate event liability insurance coverage for the Lot.

## ARTICLE 6 BOATS AND OTHER WATERCRAFT

- 6.1 **Permitted Boats.** No watercraft will be allowed upon the Lake except those which are:
- (a) carefully inspected (by the applicable Owner and, if required, by Idaho Fish & Game) for all foreign or invasive species of plants or animals, including quagga mussels;
  - (b) legally registered to the Lot Owner; and
  - (c) are inboard as approved by the American Water Ski Association (“AWSA”) for pulling three-event competition skiing. In the event the AWSA ceases to exist, boat specifications will be set forth by the Board, or the Board may use guidelines established by a similar qualified sanctioning organization; or
  - (d) other similar craft to accommodate wake boarding and other events as approved by the Board.

Prior to using their boat on the Lake, all Owners will register their boat with the Board using the Ski Club Member Registration form provided in these Rules. Prior to its first use on the Lake, every boat will be inspected by a member of the Safety Committee to ensure that all required equipment is aboard and that the boat conforms to all requirements of these Rules. Additionally, the Club will require proof of insurance and name the Club as co-insured. Any person that places any watercraft on the Lake with foreign or invasive species, or otherwise does anything to introduce foreign or invasive species into the Lake will be responsible for all costs incurred by the Association to eliminate or mitigate the species.

- 6.2 **Other Motorized Watercraft.** Except for boats, no motorized water craft will be permitted to use the Lake without the specific written permission of the Board. Jet skis and similar water craft are prohibited.
- 6.3 **Invasive Species.** Each watercraft of any kind must be carefully inspected for foreign or invasive species of plants or animals, including mussels, prior to placing the watercraft in or on the Lake. Any person that places any watercraft that has foreign or invasive species on or in the Lake, or otherwise does anything to introduce foreign or invasive species into the Lake, will be responsible for all costs incurred by the Association to eliminate or mitigate the species..

- 6.4 **Non-Motorized Watercraft.** Non-motorized craft may use the Lake at times when water skiing is prohibited or when water skiers are not using the Lake. Priority is given to boats and all non-motorized watercraft will vacate the Lake when boat activities are to take place. Non-motorized watercraft must not be artificially lighted in any way. All the terms described in these Rules will apply to the operation of non-motorized water craft.
- 6.5 **Number of Boats Allowed At One Time.** Only one boat or watercraft may be operated on the Lake at any time.
- 6.6 **Shutting Off Engine.** The driver must shut off the engine when the skier is on the platform or about to board the platform.
- 6.7 **Boat Speed.** A “no wake” speed for boats will be maintained when not pulling skiers. This requirement is intended to foster safety on the Lake and to minimize rollers on the slalom course. Appropriate and safe speeds for slalom skiers, wake boarders and trick skiers will be maintained at all other times. However, the “no wake” speed does not apply when returning to a fallen skier.
- 6.8 **Wake Enhancing Devices and Owners Responsibility.** No surf boats or wake enhancing devices other than a stock water ballast system will be permitted on any boats in the Lake. Wake board boat Owners will be responsible for any excessive shoreline erosion damage and any damage to the docks and will be liable for the cost of repair of same.
- 6.9 **Boat Noise Specifications.** All boats must be equipped to produce a decibel level of 69 dB or less at a distance of 100 feet as measured perpendicular to the craft operating at a speed of 36 miles per hour. Measurements will be obtained using a Larson-Davies Laboratories (“LDL”) Model 800AB (or equivalent) precision integrating sound level meter with a one-inch condenser pressure-response microphone oriented at a grazing angle of incidence to the noise source.
- 6.10 **Boat Storage.** To minimize backwash, all boats will be removed from the water after each use and stored either: (a) on a mechanical or air lift within the Owners Personal Dock; or (b) stored inside the Owner’s garage with the garage door closed. Boats must not be allowed to float in their dock. At no time will boats or trailers be stored on the street in driveways or inside yards.
- 6.11 **Visiting Boats.** Visiting boats will be allowed with prior written approval of the Board. If allowed, visiting boat owners must obtain insurance of the same type and amount as required of Owners under these Community Rules, and the Club and Association must be named as the co-insured.
- 6.12 **Mandatory Equipment.** All boats will be equipped with:
- (a) an operational, fully charged fire extinguisher which will be in an accessible location at all times during boat operation,
  - (b) an operable bilge pump,
  - (c) an operational blower,
  - (d) a rear view mirror.
  - (e) an operable horn, and
  - (f) operational running lights, and

- (g) flag.
- 6.13 **Permitted Users.** As provided in the Declaration, boats may be operated on the Lake only by Permitted Users or other qualified and mature persons at least sixteen (16) years of age in the boat with and under the control and supervision of a Permitted User who will be responsible for the safe, proper and reasonable operation of the boat and the water skiing activities therefrom, and for the conduct of all persons in the boat.
- 6.14 **Mandatory AWSA Membership.** Permitted Users will be members of AWSA, and provide the Ski Club proof of membership each year. In the event AWSA no longer exists or in the event the Board determines that another water ski sanctioning body is more suitable to the needs of the Community the Board may require all Permitted Users to become members of a substitute sanctioning body as prescribed by the Board, on not less than ninety (90) days' notice, and any person's failure to do so will terminate his status as a Permitted User.
- 6.15 **Fuel Leaks.** If a Boat leaks fuel in the Lake or in the Common Areas, the Permitted User controlling or supervising the use of the Boat will immediately report the leak to the Board. The Lot Owner in question will be solely responsible for all cleanup, remediation or other action necessary under applicable law or otherwise to fully cleanup and remove the effects of the spill.

## ARTICLE 7 SAFETY

- 7.1 **Safety Committee.** A Safety Committee will be appointed by the Board to be responsible for Lake safety related matters, including, but not limited to:
  - (a) boat inspections,
  - (b) boat driver safety tests, and
  - (c) administration of Guest release forms.
- 7.2 **Safety Precautions.** Boat occupants will comply with safety rules as set forth by applicable state or government agencies. In addition, the following precautions will be followed at all times:
  - (a) Engine cowlings must be opened or the blower run prior to starting the engine;
  - (b) All passengers must be sitting when the boat is in gear. Sitting on the gunwales or standing is prohibited unless the boat engine is turned off;
  - (c) All skiers will wear an AWSA approved flotation device at all times while in the water, except at special occasions approved by the Board or while tricking;
  - (d) All passengers under 10 years old are required to wear a flotation device at all times.
- 7.3 **Boat Safety Inspections.** The Board may conduct periodic safety inspections from time to time as the Board deems necessary, but the Board's right to require or the actual occurrence of the inspections will not be deemed to create or impose an obligation on the Board or Association to conduct the inspections or otherwise ensure the safety of boats or other equipment on or used in connection with the Lake.



- 7.4 **Boat Driver Safety Test.** Prior to operating a boat on the Lake, all Permitted Users will be required to apply for and pass a safety test. The test will be conducted by a member of the Safety Committee. The skill and knowledge requirements are contained in the Boat Driver Safety Test form in these rules.
- 7.5 **AWSA Hand Signals.** Boat drivers must have a comprehensive knowledge of approved AWSA hand signals. A demonstration will be required during the Boat Driver Safety Test.
- 7.6 **Lightning.** No persons or Boats will be present on the Lake during any lightning storm.

## ARTICLE 8 SKI ROTATION RULES

- 8.1 **Rotation System.** Use of the Lake will be on a rotational basis by Lot & Ski Club Members to ensure fair allocation of skiing time. Each Lot owner & member is allowed one spot on the rotation. Club members of the Wood River Waterski Club here to fore referred to as “the club” will, as a group, have one rotation collectively and will rotate in with the lot owners. Lot owners have ski priority over club members. Lot owners have one rotation per lot (24 in total), the Ski Club has the 25<sup>th</sup> rotation. Lot owners have priority over ski club members, after all lot owners have skied then the Ski Club share the next rotation. Lot owners receive a single rotation per lot and the Ski Club share the 25<sup>th</sup> rotation. Multiple skiers on any particular lot will not alter the rotation. (For example, assume that Lot 4 and Lot 5 are the only Lots in que for a rotation. If Lot 4 has two waiting skiers, the second skier from Lot 4 will not make their rotation until the Lot 5 skier has completed their rotation, then the Water ski club will be allocated one rotation after the lot owners. Multiple skiers from a single lot who desire to use the Lake at the same time will resolve that conflict in the manner they agree upon, but in no event will that entitle that any lot owner to more than one rotation (limited to 15 minutes). A Permitted User will be determined to be in the rotation if a rotation flag has been placed on the end of the Permitted User’s dock or any other method (text by phone) agreed to by lot owners and communicated to the Ski Club.
- 8.2 **Rotation Flag.** In the event that in the future individual boat docks are permitted on the lots, The flag will be made of cloth material and attached to a four foot long pole. The flag will be placed on the dock column closest to the Lake at approximately a 45 degree angle. Upon proper placement of the flag, the Permitted User from that Lot who placed the flag will take his turn on the Lake based on a numbering system in sequence with the Lot numbers. Rotating north to south beginning with Lot 1. Permitted Users will remove the flag when they remove themselves from the rotation.
- 8.3 **Time Allocated for the Rotation.** Skiers will be allowed one 15 minute increment in the rotation of all Lots whose Permitted Users express a desire to use the Lake in rotation. If the person whose rotation it is takes longer that 2 minutes to leave the dock, they lose their rotation
- 8.4 **Loss of Rotation.** Failure to comply with these courtesy guidelines may result in the loss of rotation for the offending Lot.
- 8.5 **Boat In the Water at the Beginning of the Rotation.** Once a Permitted User places the rotation flag on the dock and it is the Permitted User’s turn in the rotation, the Permitted User’s boat should be on the Lake immediately upon the end of the pervious skier’s rotation. In the event that the boat is not on the Lake within two minutes, the next rotation begins. The 15 minute rotation begins at the end of the previous skier’s rotation.

- 8.6 **Not Removing the Flag.** If a rotation flag is inadvertently left in place at the end of the dock after the completion of a skier's rotation, and the next skier in the rotation waits up to two minutes as a courtesy, then that wait time will not be counted against the courteous skier's rotation.
- 8.7 **Replacing a Buoy.** If a skier replaces a ball during his rotation then no more than 5 minutes should be counted against the rotation of the skier who is performing the repair. If a skier disrupts the course in anyway, it is that skier's responsibility to repair the course before the next skier enters into their rotation.
- 8.8 **Skiing From Another Dock.** When skiing from a dock other than his own, the skier will display his flag from his own dock and take his rotation as though skiing from his own dock. Other mutually agreed upon methods for notifying other skiers in the rotation may be utilized. The intent of these Guidelines is to give each Lot the appropriate number of rotations while maintaining the proper time allowed for each rotation.

## ARTICLE 9 SLALOM COURSE USAGE AND DRIVING PROCEDURES

- 9.1 **Entering the Slalom Course.** All boats will enter the slalom course from either the north or south starting gates. Mid-course entries are prohibited.
- 9.2 **Returning to a Fallen Skier.** Upon observing that a skier has fallen during their pass through the course, the boat driver will:
- (a) slow the boat to an idle speed while still in the guide buoys;
  - (b) boats will maintain an idle speed when circling in the course, except for returning back to a fallen skier.
  - (c) caution must be taken not to entangle buoys with the ski line;
  - (d) when returning back to the fallen skier, the skier must be on the driver's side of the boat.
- 9.3 **Visibility of the Driver.** The driver will have an unobstructed view of the skier at all times.
- 9.4 **Resuming the Pass.** The boat must be in the middle of the course before accelerating.
- 9.5 **Turn Island Driving Pattern.** Only a clockwise driving pattern will be permitted around the turn islands. Boats are cautioned to hold a course centered between the island and the shoreline to avoid damage to the prop and hull.
- 9.6 **Skier Position Around the Turn Island.** Skiers must remain behind the boat when skiing around the turn island.
- 9.7 **Rope Shortening Location.** The proper location for shortening the ski rope after a pass will be just prior to entering the turn island.
- 9.8 **Buoy and Bungee Cord Replacement.** The proper method for installing buoys, magnets and bungee cords will be demonstrated by the Safety Committee.
- 9.9 **Barefoot Skiing.** Barefoot skiing is prohibited on the Lake unless it is approved by the Board, which approval will be limited to the specific individual approved.

- 9.10 **Dock Starts.** Dock starts are prohibited.
- 9.11 **Safe Drop Zone.** All water ski use of the Lake must follow the ski pattern identified on Exhibit C (Ski Patter Diagram). Whenever possible the skier is to end their rotation in one of the two “safe drop zones on the north or south side of the Lake, which are depicted in Exhibit C (Ski Patter Diagram)..

## ARTICLE 10 FINE SCHEDULE

The following are the amount of the fines set by the Association for the corresponding violations of the Community Documents:

<u>Violation</u>	<u>Fine Amount</u>
Improper storage of boats/RVs/Trailers	\$100 per day
Use of Lot for Any Commercial Purpose	\$50 per day
Storage of Visible Equipment on Lot	\$50 per day
Nuisances	\$50 per day
Visible Yard Equipment Left Outside	\$50 per day
Excessive Weeds on Lot	\$50 per day
Prohibited Signs on Lot	\$50 per day
Prohibited Animals on Lot	\$50 per day
Violation of Committee Approvals	\$100 per day
Failure to Properly Maintain Vacant Lot	\$50 per day

## ARTICLE 11 GENERAL PROVISIONS

- 11.1 **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order will in no way affect any other provisions which will remain in full force and effect.
- 11.2 **Construction.** Except for judicial construction, Association will have the exclusive right to construe and interpret the terms of these Rules. In the absence of any adjudication to the contrary by a court of competent jurisdiction, Association’s construction or interpretation of the terms hereof will be final, conclusive and binding as to all persons and property benefited or bound by these Rules.
- 11.3 **Violations and Nuisance.** Every act or omission that violates these Rules is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Developer, Association or any Owner.
- 11.4 **Delivery of Notices and Documents.** Any written notice or other documents relating to or required by these Rules may be delivered may any reasonable method.
- 11.5 **Captions.** The captions contained in these Rules are for convenience only and do not define, limit or construe the contents of the sections of these Rules.
- 11.6 **Conflicts.** In the event of any discrepancies, inconsistencies or conflicts between the terms of these Rules and the Declaration, then the terms of the Declaration will prevail.
- 11.7 **Joint and Several Liability.** In the case of joint ownership of a Lot the liabilities and obligations of each of the joint Owners set forth in or imposed by these Rules, will be joint and several.

- 11.8 **Attorney's Fees** In the event Association employs an attorney to enforce any lien granted to it under the terms of these Rules, or to collect any assessments or other amounts due from an Owner, or to enforce compliance with or recover damages for any violation or noncompliance with the Community Documents, the offending Owner or other person or entity will pay to Association, upon demand, all attorney's fees and court costs incurred by Association, whether or not suit is filed, which fees and costs will be secured by the assessment lien.
- 11.9 **Plurals; Gender.** Whenever the context so requires, the use of the singular means and be construed as including the plural and the masculine will include the feminine and neuter.

[ end of text ]

**LATERAL 75 RANCH  
SKI CLUB MEMBER REGISTRATION  
ONE FORM REQUIRED FOR EACH MEMBER**

Lot Number	
Member Name	
Mailing Address	
City, State, Zip	
Phone	
Fax	

Family Member Names	Relationship	Age

Boat Manufacturer/Model	
Boat AWSA Sanctioned	
Boat Insurance Coverage	
Company Name	
Contact Name	
Mailing Address	
City/State/Zip	
Phone	
Fax	
Policy Amount	

Verification by Safety Committee		Date Verified	Signature of Safety Committee Member	Date Verified	Signature of Safety Committee Member
Boat Insurance Valid					
Boat Inspection					
AWSA Membership Number					
Type of Membership					
Expiration Date					

Driver's Name	Date of Driver's Test	Passed/Failed	Signature of Safety Committee Member

12/1/00

<p><b>RELEASE OF ALL CLAIMS FOR LAKE USERS AND WATER SKIERS ONE FORM REQUIRED FOR EACH GUEST</b></p>
--

I, the undersigned,

Printed Guest Name	
Mailing Address	
City, State, Zip	

am the guest of

Homeowner Name	
Lot Number	
Mailing Address	
City, State, Zip	

and I do hereby agree, certify and promise as follows:

1. I understand that lake usage and the sport of water-skiing are inherently dangerous and I knowingly and voluntarily assume all risks inherent thereto, including, but not limited to, the risks of injury or drowning, of striking submerged, floating or fixed objects, including the lake bottom or shoreline, the risk of striking or being struck by tow boats or other boats, the risk of equipment failure, both mine and that supplied by others, and other unspecified risks including, but not limited to any claims relating to the design or operation of the lake or ski facilities.

2. For good and valuable consideration received, including the use of this lake, and the lands and facilities surrounding it in Gilbert, Blaine County, Idaho, I expressly release and discharge the Lateral 75 Ranch Community Association, the Lateral 75 Ranch Ski Club, and all of their respective officers, directors, shareholders, members, employees, agents, Community and committees from any liability whatsoever they may owe to myself, and my heirs or assigns resulting in any way from the ownership or operation of this lake, or the surrounding lands or of any improvement or instrumentality thereon because of injury of any kind whatsoever to me or to others or damage to my property or to the Community of others caused by any reason whatsoever including, but not limited to, acts or omissions constituting negligence by myself, Lateral 75 Ranch Ski Club or any other person or party whatsoever. **I SPECIFICALLY UNDERSTAND THAT THIS RELEASE RELEASES THE ASSOCIATION, ITS OFFICERS, AGENTS, COMMITTEE MEMBERS AND EMPLOYEES, SKI CLUB, ITS OFFICERS, AGENTS, EMPLOYEES AND THE DEVELOPER, BUILDER OR DESIGNER OF THE LAKE AND SKI FACILITIES FROM CLAIMS FOR DAMAGES TO MYSELF OR MY PROPERTY INCLUDING, BUT NOT LIMITED TO, DAMAGES CAUSED BY THE EXPRESS NEGLIGENCE AND THE OWNERSHIP OR OPERATION OF THE LAKE OR SKI FACILITIES, OR ANY PRODUCTS LIABILITY, DESIGN DEFECT OR OTHER CLAIM ARISING OUT OF THE OPERATION AND OWNERSHIP OF THE LAKE, SKI CLUB, THE DEVELOPER OR DESIGNER OF THE LAKE OR WATER SKIING FACILITIES.**

3. I further covenant not to sue or to bring any legal or equitable action against anyone listed in Paragraph 2 above, for any reason whatsoever, including any negligence, which might stem from the ownership or operation of the lake and/or premises or my participation in any activity thereon, and I expressly waive any legal or equitable claim that I might have thereby arising.

4. I further specifically agree to hold harmless and indemnify anyone listed in Paragraph 2 above, for any loss they may suffer, including, but not limited to, any settlement or final judgment including costs and attorney fees, arising out of any injury of any kind whatsoever to myself or to others or damage to my property or to the property of others on said lake or premises, however caused, whether by the negligence of myself or any other person or party whatsoever or other conduct including products liability or design defect claims against Lateral 75 Ranch, Lateral 75 Ranch Ski Club, the developer or designer of the ski facilities.

5. I agree to abide by all rules of the Lateral 75 Ranch Community Rules.

6. This Release will be effective from \_\_\_\_\_ to \_\_\_\_\_ or  for one year from the date below. This release of all claims is effective for each and every use of the lake or water skiing facilities in the future by the guest signing below. I have read and understand the above and do sign voluntarily and freely.

Guest Signature (Parent's signature is required if guest is under 18 years old)	Homeowner's Signature (Required)	Date
---	----------------------------------	------

**LATERAL 75 RANCH  
BOAT DRIVER TEST  
ONE FORM REQUIRED FOR EACH DRIVER**

Lot Number	
Driver Name	
Mailing Address	
City, State, Zip	
Phone	
Fax	
Boat Manufacturer/Model	

**The boat driver has a very important responsibility for the safety of all passengers and skiers. The purpose of this test, although it is not all inclusive, is to help ensure that all boat drivers at Lateral 75 Ranch have the basic knowledge and skills to drive safely and to pull skiers safely and that they have a good understanding of Rules pertaining to the Lake.**

	REF	BASIC DESCRIPTION OF THE PARAGRAPH REFERENCE FROM RULES
<input type="checkbox"/>	3.32	All injuries, to any person, that occur within Common Areas will be reported immediately to a member of the Board.
<input type="checkbox"/>	3.33	Absolutely no alcohol or drugs of any kind will be used, carried, transported or be present on the Lake or any of the Common Areas. All illegal drugs are prohibited from all areas of Lateral 75 Ranch.
<input type="checkbox"/>	4.2	All Owners, other Permitted Users and other persons will fully comply with all boating laws, registration laws and other legal requirements related to the registration, operation or ownership of boats or other water craft.
<input type="checkbox"/>	4.4	Each Owner...will be solely responsible to ensure the safety of all persons using the Lake...this will include the safety of small children or non-swimmers in the vicinity of the Lake, the prevention of unauthorized or other dangerous use of the Lake...and the proper and safe operations of boats.
<input type="checkbox"/>	4.6	Association is not required to employ or otherwise have available lifeguards, monitors, supervisors or other persons to monitor or supervise use of the Lake, activities of persons on or at the Lake or the safety of any persons.
<input type="checkbox"/>	4.7	No swimming will be permitted in the Lake at any time.
<input type="checkbox"/>	4.8	The operation of boats and other permitted water craft will be permitted only during the hours between sunrise and sunset.
<input type="checkbox"/>	4.9	The two islands in the Lake must not be used.
<input type="checkbox"/>	4.12	Prior to using the Lake, all Guests and their sponsoring Owners must sign a Release of All Claims For Lake Users and Water Skiers form.
<input type="checkbox"/>	4.13	All flying devices, including but not limited to parasails, used for placing skiers in the air are prohibited from being used on the Lake.
<input type="checkbox"/>	6.4	Only one boat or water craft may be operated on the Lake at any time.
<input type="checkbox"/>	6.5	The driver must shut off the engine when the skier is on the platform or about to board the platform.
<input type="checkbox"/>	6.6	A "no wake" speed for boats will be maintained when not pulling skiers. This requirement is intended to foster safety on the Lake and to minimize rollers on the slalom course. Appropriate and safe speeds for slalom skiers, wake boarders and trick skiers will be maintained at all other times.
<input type="checkbox"/>	6.9	To minimize backwash, all boats will be removed from the water after each use.
<input type="checkbox"/>	6.11	All boats will be equipped with:
		a. an operational, fully charged fire extinguisher which will be in an accessible location at all times during boat operation,
		b. an operable bilge pump,
		c. an operational blower,
		d. a rear view mirror.
		e. an operable horn, and
		f. operational running lights, and
		g. flag.

<input type="checkbox"/>	6.12	...boats may be operated on the Lake only by Permitted Users or other qualified and mature persons at least sixteen (16) years of age in the boat with and under the control and supervision of a Permitted User who will be responsible for the safe, proper and reasonable operation of the boat and the water skiing activities therefrom, and for the conduct of all persons in the boat.
<input type="checkbox"/>	6.13	Permitted Users will be members of AWSA
<input type="checkbox"/>	6.14	If a Boat leaks fuel in the Lake or elsewhere in the Common Area, the Permitted User controlling or supervising the Boat will immediately report the leak to the Board.
<input type="checkbox"/>	7.2	Boat occupants will comply with safety rules as set forth by applicable state or government agencies. In addition, the following precautions will be followed at all times:
		a. Engine cowlings must be opened or the blower run prior to starting the engine;
		b. All passengers must be sitting when the boat is in gear. Sitting on the gunwales or standing is prohibited unless the boat engine is turned off;
		c. All skiers will wear an AWSA approved flotation device at all times while in the water, except at special occasions approved by the Board or while tricking;
		All passengers under the age of 10 are required to wear a flotation device at all times.
<input type="checkbox"/>	7.5	Boat drivers must have a comprehensive knowledge of approved AWSA hand signals:
		a. Faster,
		b. Slower,
		c. Drop,
		d. Spin around the island,
		e. Shorten line,
		f. Cut the engine, and
		g. the fallen skier acknowledging to the driver that he has not been hurt after falling.
<input type="checkbox"/>	7.6	No persons or Boats will be present on the Lake during any lightning storm.
<input type="checkbox"/>	8.1	Use of the Lake will be on a rotational basis <u>by Lot</u> to ensure fair allocation of skiing time. Each Lot is allowed one spot on the rotation...
<input type="checkbox"/>	8.2	...Upon proper placement of the flag, the Permitted User from that Lot who placed the flag will take his turn on the Lake based on a numbering system in sequence with the Lot numbers. Permitted Users will remove the flag when they remove themselves from the rotation.
<input type="checkbox"/>	8.3	Skiers will be allowed one 15 minute increment in the rotation...
<input type="checkbox"/>	8.4	Failure to comply with these courtesy guidelines may result in the loss of rotation for the offending Lot.
<input type="checkbox"/>	8.5	...the Permitted User's boat should be on the Lake immediately upon the end of the pervious skier's rotation...The 15 minute rotation begins at the end of the previous skier's rotation.
<input type="checkbox"/>	8.6	If a rotation flag is inadvertently left in place at the end of the dock after the completion of a skier's rotation, and the next skier in the rotation waits up to five minutes as a courtesy, then that wait time will
<input type="checkbox"/>	8.7	If a skier replaces a ball during his rotation then no more than 5 minutes should be counted against the rotation of the skier who is performing the repair.
<input type="checkbox"/>	8.8	When skiing from a dock other than his own, the skier will display his flag from his own dock and take his rotation as though skiing from his own dock.
<input type="checkbox"/>	9.1	All boats will enter the slalom course from ether the north or south starting gates. Mid-course entries are prohibited
<input type="checkbox"/>	9.2	Upon observing that a skier has fallen during their pass through the course, the boat driver will:
		a. slow the boat to an idle speed while still in the guide buoys;
		b. boats will maintain an idle speed when circling in the course and returning back to the skier;
		c. caution must be taken not to entangle buoys with the ski line;
		d. when returning back to the fallen skier, the skier must be on the driver's side of the boat.
<input type="checkbox"/>	9.3	The driver will have an unobstructed view of the skier at all times.
<input type="checkbox"/>	9.4	The boat must be in the middle of the course before accelerating.
<input type="checkbox"/>	9.5	Only a clockwise driving pattern will be permitted around the turn islands. Boats are cautioned to hold a course centered between the island and the shoreline to avoid damage to the prop and hull.
<input type="checkbox"/>	9.6	Skiers must remain inside the wake when skiing around the turn island.



<input type="checkbox"/>	9.7	The proper location for shortening the ski rope after a pass will be just prior to entering the turn island.
<input type="checkbox"/>	9.8	the proper method for installing buoys, magnets and bungy cords will be demonstrated by the Safety Committee
<input type="checkbox"/>	9.9	Barefoot skiing is prohibited on the Lake unless is approved by the Board for a specific individual.
<input type="checkbox"/>	9.10	Dock starts are prohibited.
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

Date of Driver's Test	Passed/Failed	Signature of Safety Committee Member	Signature of Driver

## LAKE RULES - SAFETY REMINDERS

### LATERAL 75 RANCH COMMUNITY ASSOCIATION

Dear Community:

To ensure everyone's safety and to protect the future enjoyment of the lake, a reminder of the basic Lake Rules and Safety practices are in order. This is a quick highlight of a few of the important rules governing the use of the lake. We invite you to re-read all of these Rules and the Declaration to avoid potential accidents and misunderstandings.

From a safety perspective, please adhere to the following:

#### Flotation Devices

All skiers will wear an AWSA approved flotation device at all times while in the water, except at special occasions approved by the Board or while trick skiing (Wakeboarding is **not** trick skiing!). Owners have been observed pulling skiers/wakeboarders/tubers that are not wearing a flotation vest! This puts at risk the well-being of the person at the end of the rope, and the continuation of the lake for all of us in the case of a severe accident.

All boat passengers under 10 years old are required to wear a flotation device at all times. Young children have been observed riding in boats and being pulled on tubes without a flotation device. Be smart and careful with these little people!

From a courtesy perspective, let's all remember:

#### Ski Rotation

- Owners & Ski Club members have 15-minute rotations. Owners, will have priority in ski rotation ahead of Ski Club members.
- You must have a **flag conspicuously posted** to be in the rotation.
- Do **not launch your boat during another owner's rotation**; Put your flag out to get into the ski rotation and **use part of your 15-minute rotation to launch your boat**.
- You must **always raise your boat out of the water** once your rotation is completed to avoid backwash for the next Owner.
- You must **immediately replace a buoy and/or magnet** if you damage either during your rotation. Everyone must take responsibility for maintaining the slalom course to its world-class specifications. If you knock something off, stop your ride and repair the course. **The course should be in exactly the same condition as when you started your ride!** If the course cannot be repaired, then call [ \_\_\_\_\_ ] and leave a message. Save and Salvage any parts of the course that cannot be repaired and leave them on the Community dock.
- Owners, Ski Club members and/or other "Permitted Users" must be present to use a Lot's ski rotation.
- Rotation is in a Clockwise direction. Rotation is first come first serve, however Ski Club will always take the last rotation after lot owners.
- When you are done and want to take a break, or are done for the day, immediately remove your flag to let others know you are out of the rotation.
- All skiing will start at the north end of the lake at the dock and proceed in a clockwise rotation.
- Skiers may only be dropped in the Safe Drop Zones (north side by the dock & to the right of the boat or the south side to the right of the island. (see diagram on Exhibit C)
- All skiers will ski in rotation – in the order of arrival. However, a lot owner may bypass to the front of the rotation (in front of a Ski Club member) if the rotation hasn't started. Lot owners will have the

first 24 rotation spots, the Ski Club will have the 25<sup>th</sup> rotation or first available rotation spot after all lot owners.

#### Lake Use is Restricted by County Permit

- Boats are only allowed to be operated **from sunrise to sunset**. Boats using the lake beyond these parameters are jeopardizing the lake for **all** of us! The lake operates under a Special Use permit that could be pulled if we do not adhere to the terms of the permit.

As soon as the sun disappears behind the mountains or horizon in the west, that is sunset, and you are done for the day, although some light still exists.

#### Paddle boarding, Kayaks & Canoes

Stand Up Paddleboards (SUPs) are quickly becoming a popular form of on-the-water recreation. Paddle boarding is allowed on the lake along with kayaks and canoes, but only under the following conditions. First and foremost, the greatest asset of the community is the right to be able to ski/wakeboard on our lake. Paddleboards are allowed when the lake is not being used for skiing/wakeboarding. Enjoy, but please remember:

1. Life Jackets - An approved personal flotation device (PFD) is required for each person and to be worn or placed so it is readily accessible for immediate use. Children 12 and under must wear a PFD at all times.
2. Paddleboards, Kayaks & Canoes are not part of the Ski Rotation - Largely for safety reasons because they are not visible and can introduce confusion into the normal rotation system. Secondly, the primary purpose of the lake is for skiing and wakeboarding, however, if SUP, kayaking or canoeing is done with consideration, this can be a nice addition to the lake.
3. Must Yield to Boats, Skiing / Wakeboarding - As mentioned, paddleboards are only allowed to be used on the lake if no skiing or wakeboarding is going on. If paddle boarding and an owner puts out their flag to begin rotation for skiing or wakeboarding, a paddle boarder must yield the lake and exit immediately, returning to the shoreline.
4. Paddle Board, Kayak & Canoe Use After Sunset  
Paddle Boarding after sunset is allowed on the lake according to the following Rules:
  - Regardless of Age - ALL people on the water must wear an approved personal flotation device (PFD / life jacket)
  - Paddle Boarders, Kayaks and Canoes must have in operation a portable light, as you would with any water craft after sunset
  - All activities on the water must cease at 10:00 PM nightly
  - Please be considerate of your neighbors and do not create unnecessary noise. Noise travels more at night, keep conversations at a reasonable level and please control barking dogs that may be startled by evening paddle boarders

#### Protect the Lake & Shorelines

To help maintain our shorelines, remember to avoid massive power turns that send walls of water down the lake. When your skier falls/drops, power the boat down to neutral and turn the boat around at idle speed. Once the boat is turned around the no wake rule does not apply when returning to a fallen skier. This avoids sending huge rollers towards the shoreline and the islands. You can already see on the islands where the rollers have separated the rock line. We all need to be cognizant of how our driving on the lake impacts the shorelines.

Watch your Wake

Even smaller wakes can contribute to shoreline erosion. The larger that a wake gets, the more damage it does by a compounded figure. Hydrologists estimate that a 10-inch wake will do 5 times more damage to shore line than a 5-inch wake. A 25-inch wake will do 30 times more damage than a 10-inch wake. Heavy loads in the stern of you boat can also contribute to wake height. Position your passengers accordingly to help protect the lake shorelines.

Lake Orientation is Required

Please remember that all owners are required to go through a lake orientation. If you have not already done so – or would like a refresher course - contact \_\_\_\_\_ and arrange for an appointment.

We all want to have fun and enjoy this beautiful community for many years to come. To be successful in this endeavor, we must all follow these Rules and recognize that all of our actions on the lake have ramifications beyond our own enjoyment.

Respect each other and enjoy the lake!

Board of Directors  
Lateral 75 Ranch Community Association, Inc.

**EXHIBIT C**  
**SKI ROTATION DIAGRAM**

