

RULES AND REGULATIONS

DEER SPRINGS RANCH OWNERS ASSOCIATION

Approved at May 14, 2019, DSROA Board Meeting

DSROA Board approved additional updates to Section 22.01 and 22.02, as of June 12, 2020.

DSROA Board approved additional updates to Section 1, as of February 10, 2024

DSROA Board approved additional updates to multiple sections and added section 3 on April 13, 2024

DSROA Board approved additional updates to the sections referring to the waiver on July 13, 2024, and ratified the verbiage on August 13, 2024, by email.

DSROA Board approved additional updates to add a fine policy on July 12, 2025, and ratified the verbiage on July 15, 2025, by email.

1 CABINS

Members in good standing are entitled to schedule two weeks of cabin time each year per unit owned. Please refer to section 1.08 for information regarding cabin use time. Members are responsible for knowing and understanding the DSROA Codes of Conduct, Rules and Regulations, and cabin procedures prior to cabin use.

- 1.01 Reservations** Members and member-guests are highly encouraged to make a reservation for cabin use prior to arriving at the Ranch to ensure a suitable cabin is available. In the event a member or member-guest does arrive and wants to book an available cabin, but has not made a reservation, the applicable reservation fees will be imposed at that time.

Reservations are best made electronically through the official ranch web site, www.deerspringsranch.org

Members may also contact the DSROA Cabin Reservationist to make reservations by calling (435) 644-5044 or by email at cabins@deerspringsranch.org. If a message is left including a verbal request for cabin use time with a specific date, the member will be called back or emailed to finalize the official reservation, at which time the reservation will be complete. Messages left or emails sent, do not constitute a reservation.

When making a reservation on our web site, www.deerspringsranch.org the member or guest may pay the fees by credit card or personal check. Please see the invoice for the credit card payment section.

Full payment must be received no later than 10 days from the date the reservation is made. If payment is not made within the period set forth above, the reservation will be cancelled. All reservations made must have all assessments, dues, fees, etc. paid at the time the reservation is made.

A confirmation of each reservation will be emailed to the email address listed on the reservation within five business days of the requested reservation or receipt of the payment of the reservation fees, whichever is later.

1.02 Waiver The reserving party is required to sign a waiver at registration. Registration will not be considered complete unless the waiver has been signed. By signing the DSROA waiver, the reserving party agrees to take responsibility for and indemnify DSROA for any damage or loss caused by their guests. Please refer to section 1.04 for guidelines for member-guest reservations.

1.03 Fees The following fees will be applicable for individual cabin use, whether such use is by a member, member-guest or a non-association member.

1.03.01 Reservation Fee Each reservation will be charged a non-refundable reservation fee. This fee is set by the board and reflected in the current reservation system.

1.03.02 Member Cabin Time Use Fee Members or member-guests using a member's 2 weeks of cabin time at Deer Springs Ranch will be assessed a reduced Nightly Cabin Use Fee based on a three (3) night minimum stay as set by the board and reflected in the current reservation system.

1.03.03 Member Non Cabin Time Use Fee Members or member-guests seeking to rent or use additional cabin time, beyond their allotted 2 weeks per lot, will be assessed a higher Nightly Cabin Use Fee based on a three (3) night minimum stay as set by the board and reflected in the current reservation system.

1.03.04 Non-Association Member Cabin Rental Rates Until several issues regarding DSROA liability exposure and the construction and implementation of current DSROA liability waivers are fully addressed, cabin rentals will not be made to individuals or groups who are not members or sponsored by DSROA members, except by majority vote of the DSROA Board of Directors with specific contractual terms defined at that time, including reservation/nightly fees and liability waiver requirements.

All additional terms to these types of rentals will be specifically outlined in the rental contract.

1.03.05 Pet Fee Pets are welcome at Deer Springs Ranch and are invited to stay with you in and around the cabins and on the ranch. A \$25.00 fee will be charged for any individual wishing to bring pets with them to stay in the cabins, whether the pet comes inside or remains outside.

Dogs must be leashed at all times when visiting the Ranch Headquarters. Not all folks visiting the ranch are comfortable around dogs and dogs that are unfamiliar with ranch animals could pose a serious risk to their welfare. Please also refer to section 5 below.

Each guest must clean up after their pet wherever you are on the Ranch, outside or inside. Dog hair and feces are a nuisance to others coming to enjoy Deer Springs Ranch.

DSROA does not provide furniture coverings or bedding for dogs in the cabins. Members are required to provide their own linen coverings for furniture should their pet wish to lay on the cabin furniture.

In the event the cabin or surrounding areas are not completely cleaned of feces or dog hair following a stay, a minimum cleaning fee of \$100 will automatically be billed to the Member and/or Guest whose name appears on the reservation form.

1.03.06 Over Occupancy Cabins are equipped and furnished to accommodate between 6 and 22 people, depending on the cabin. There will be an "over occupancy" charge in the amount of \$10.00 per person, per night, for all individuals aged three and older, occupying the cabin over the regular cabin limits as posted in each cabin.

Additionally, this applies to all individuals three years of age and older who camp on cabin decks or in areas around the cabins or stay in campers at each cabin site. This fee is required for insurance purposes.

1.03.07 Other Fees Following a cabin check-out, an inspection of each cabin will take place by the Ranch Caretakers. Should there be damage to the cabin or property surrounding it, or any items be identified as missing from the cabin following the stay, the member and/or guest whose name appears on the reservation will be notified within 72 hours (or 3 days) by email by the DSROA Office Administrator. The member and/or guest whose name appears on the reservation will also be invoiced for all actual costs for cleaning, loss, damage, and repairs, to be determined at the sole discretion of DSROA.

1.03.08 Holiday Rates The three nights prior to a holiday, the night of the holiday, and 3 nights after a holiday shall be charged a holiday rate as set by the board and reflected in the current reservation system.

1.04 Re-assignment of Cabin Time Members may give or rent their cabin time to others but must first notify the DSROA Cabin Reservationist. If a member chooses to let someone else use their time, whether as a guest or by rental, that member is expressly responsible for any damage that may occur to the ranch or to the cabin(s) occupied by the guest. Members are also responsible for informing their guests of DSROA Rules and Regulations. For time used by non-association members without donated time, refer to Section 1.03.04 above for clarification on fees and guidelines.

1.05 Reservation Name All reservations must be made in the name of a specific individual.

1.06 Unforeseen Circumstances On occasion a member may find at the last minute that they are unable to use their time reserved in a cabin. In such an event the Member shall have the following options:

1.06.01 Transfer to Guest A member may allow a guest to keep the reservation in their stead. In such cases the DSROA office administrator must be notified immediately. If the DSROA office administrator is not notified, then this will be treated as a new reservation and all fees will apply as set forth herein. All fees must then be paid, and waivers filled out before the reservation will be transferred.

1.06.02 Reschedule A reservation may be rescheduled, without additional fees, if done so within 30 days prior to the booked reservation. In this case, all applicable fees such as pet fees or credit card convenience processing fees attached to the specific reservation, are transferrable to the rescheduled reservation, held within the same calendar year. However, should a guest request their reservation be rescheduled within 30 days of the reservation, the booking party will forfeit \$50.00, per cabin, of their prepaid fees as non-refundable. All other fees remain transferrable as stated above.

1.06.03 Cancellation of a Reservation A cancelled reservation will receive a refund if cancelled more than 30 days in advance of the check-in date of a fully booked reservation, this refund will exclude any credit card processing fees and the reservation fees associated with the booking as these are non-refundable.

A canceled reservation request received with less than 30 days advanced notice will forfeit an additional \$50.00 per reserved cabin as a non-refundable amount of the prepaid nightly fees. The remaining portion of the applicable Cabin Reservation Nightly Rate Fees will be refunded within 10 days of the cancellation

If the reservation was made with a credit card, the refund will be issued to the booking party's credit card. If the reservation was paid for with a check or cash, the refund will be issued by check. Any other fees related to the reservation will be refunded as applicable.

If the reserving party does not arrive on the scheduled check-in date of their reservation or attempts to cancel within 24 hours of their reservation, all fees applied to the reservation will be forfeited by the reserving party and will be retained by DSROA.

1.07 First Come, First Served Reservations will be accepted on a first-come, first-served basis no more than (16) months in advance of the actual cabin use time.

1.08 Cabin Use Time A member's annual cabin use time may be divided up under the following guidelines. A two-week reservation may be held beginning on Friday at 4:00 p.m. and ending on the 2nd Friday of the reservation, at 10:00 a.m. A one-week reservation begins at 4:00 p.m. on Friday and ends at 10:00 a.m. on the following Friday morning. A half week reservation begins at 4:00 p.m. on Friday and ends at 10:00 am on the following Tuesday OR begins at 4:00 p.m. on Tuesday and ends at 10:00 a.m. on the following Friday. A three (3) night minimum stay is required. Any reservation falling outside of these parameters can still be made, but additional fees may apply for additional days beyond the cabin usage time allotted to each member.

1.09 Check-in Check-in time is from 4:00 p.m. to 9:00 p.m. Late night check-ins (direct assistance beyond leaving cabin keys in the Cabin) will only be allowed at the discretion and availability of the Ranch Caretaker or host personnel. To request a late check-in, a member must call or text the

Ranch Headquarters at (435) 644-5044. A late check-in fee will be assessed on all late check-ins requiring direct assistance, between 9:00 p.m. and 11:00 p.m. of \$25.00 and \$75.00 if after 11:00 p.m. New Guests must contact the caretaker to arrange a cabin orientation. Returning guests who are familiar with cabin operations may proceed directly to the cabin. The cabin will be left unlocked with the key inside.

- 1.10 **Cabin Availability** Cabins 7, 8, and Garden Cabin will be generally open and available for use by the third (3rd) Friday in April each year. Cabins 1, 2, 3, 4, 6, 9, 10) will be generally open and available for use by the third (3rd) Friday in May of each year. Cabins 1, 2, 3, 4, 6, 9, 10 will be closed and winterized by the third (3rd) Friday in October of each year. Cabins 7,8 and Garden Cabin will be closed and winterized by the 30th of November each year.
- 1.11 **Locks** The cabins should be locked during your stay. Upon arrival the door will be unlocked, and the key will be left in the Cabin. Please see section 1.16.06 on key return policy.
- 1.12 **Bulletin Boards** The Ranch Caretaker cannot be at Ranch Headquarters at all times. Therefore, members should check the bulletin board at Ranch Headquarters for messages. Non-advertising messages for a particular party can be posted on the ranch bulletin board. All such messages should be removed by a member of each party upon leaving the ranch.
- 1.13 **Campfires** Campfires are NOT allowed except at the approved fire pit at headquarters and the lower cabin gathering area. Please contact the Ranch Caretakers for more information. Please also refer to section 5 below
- 1.14 **Cabin Water Use** Water is very costly. Please do not waste it. All cabins at DSROA are part of a regularly tested spring catchment system. Very occasionally, testing results may indicate water may need treatment before consumption. In such cases, notification will be posted in the affected cabins and at Ranch Headquarters to alert you. All testing is procured through the Southwest Utah Health Department. It is always a good idea to bring bottled water with you to the ranch in any regard because of the nature of the ranch and for your personal preparedness.
- 1.15 **Gas and Groceries** The ranch caretaker operates a small store at the Ranch Headquarters which generally offers a few food items, drinks, fishing supplies, souvenirs, ice and etc. There are no other stores or gas stations within 40 miles, so each member and their guests, friends, family and guests should plan accordingly.
- 1.16 **Ranch Owned Personal Property** Cabin users must not transfer Ranch owned items from one cabin to another (i.e., pots, furniture, plates, dishes, silverware, cooking utensils, and etc.) Identification of missing items following a reservation will result in a replacement fee being assessed to the responsible party.
- 1.17 **Window Screens** Window screens in the cabins are not to be removed. The individual whose name appears on each reservation will be charged a fee in the event any screens are removed and for any damage caused to the cabin and/or the screen.
- 1.18 **Check-Out** All the following are required prior to leaving the Ranch:

- 1.18.01 Cleaning** Leave the cabin clean and sanitized (refer to the Cleaning Check List, found in each cabin). Cleaning of the cabins by the members/guests is very important. We do not have a staff of cleaning people, and there is not enough time to clean all of the cabins between check-out time and check-in time.

If each group left the cabins cleaner than they found them, the cabins would always be ready for the next group. A Cleaning Fee will be charged to the member and/or guest if the cabin is not left clean. The member and/or guest whose name appears on the reservation will be invoiced all actual costs for cleaning, loss, damage, and repairs, to be determined at the sole discretion of DSROA. The on-site Ranch Caretaker has the authority to make such judgments.

If you are not sure about the cleaning requirements, please arrange for an in-person check-out with the Ranch Caretakers one day prior to leaving.

Should a cabin guest wish to hire cleaning services, arrangements must be made with the Ranch Caretakers in advance. In this case, fees are paid directly to the individual hired to clean for you.

Please see section 1.01.05 for pet cleaning guidelines.

- 1.18.02 Pilot Lights** Leave all pilot lights on in the refrigerator, hot water heater, and range.

- 1.18.03 Linens** Only send soiled sheets and towels for cleaning as directed. Unused folded sheets and towels may remain in the cabin. Rugs, blankets, bedspreads, and mattress covers are all washed periodically through the season and do not need to be brought down after each stay, unless soiled. Thank you for helping us minimize laundry.

- 1.18.04 Trash** Take the trash to the trash trailer at Ranch Headquarters.

- 1.18.05 Check Windows** Close and lock all windows in the cabin.

- 1.18.06 Lock Up** Lock the cabin and return the key to Ranch Headquarters. If any keys are not returned to the Ranch Caretakers upon checkout, the member or responsible party for the cabin rental will be charged a \$100 fee to rekey the locks.

- 1.06 DSROA Ranch Caretaker/Staff Responsibilities for Cabins** The Ranch Caretakers or Staff will complete the following after each cabin use:

- 1.19.07 Inventory after each cabin after use**

- 1.19.08 Place fresh linens in each cabin**

- 1.19.09 Furnish firewood for heating cabins during each use**

- 1.19.10 Secure returned cabin keys in office**

- 1.07 Substance Use Restrictions** The use of any kind of Tobacco product and the use of illegal substances are strictly prohibited, at all times, in all cabins and other Ranch buildings.

2 CAMPING

No camping on the Ranch shall be permitted, except according to the following provisions:

- 2.01 Tent Camping/Dry Camping** Members and their guests are welcome to camp on their Lot which is their own private land at any time. Other approved and designated tent camping areas on DSROA common grounds are provided for the use and enjoyment of Members.
- 2.02 Approved Camping Areas** The approved camping locations include across from the RV Pads, the Wet Meadow, the Fishpond area, Broad Hollow, the Well Field, near the Forest Service Gate and Ranch Headquarters. Before camping, Members and their guests must check in with Ranch Caretakers to find out which camping locations are available.
- 2.03 Camping Fees**
 - 2.03.01 Member Camping Fee** There is no fee for a Member to camp in designated camping locations at the ranch.
 - 2.03.02 Non-Member Camping Fee** Non-association members camping on approved DSROA common grounds must pay a \$10.00 per night fee.
 - 2.03.03 Cabin Overoccupancy Fee** Camping or parking an RV next to any Association cabin is allowed but an overoccupancy fee of \$10.00 per person/per night will be charged if the occupancy of the cabin is exceeded. This fee is charged to help defray the costs of goods used from the cabins and for insurance purposes. See also 1.03.06
 - 2.03.04 Shower Facilities** Shower facilities are available at Ranch Headquarters for individuals camping, at the rate of \$5.00 per person, per day. Towels are provided.
- 2.04 Camping Rules**
 - 2.04.01 Camping Time Limit** Camping is limited to 14 days.
 - 2.04.02 Camp Maintenance** All campers should leave their camp site a little, better, and cleaner than they found it.
 - 2.04.03 Campfires** Campfires are NOT allowed on DSROA common grounds except at the approved fire pit at headquarters. Please contact the Ranch Caretakers for more information. Please also refer to section 5 below.

3 RV SITES

Members in good standing possess the privilege to reserve RV stays at the designated RV sites. Utilization of the RV sites does not count towards the members 14-day cabin allotment.

The RV sites provide water and sewer connections exclusively. Electric Hookups are not available.

- 3.01 RV Site Reservations** Reservations are made through the current reservation system at the prevailing nightly rate as specified in the reservation system. Each reservation requires a 3-night minimum stay and may be reserved for up to 14 consecutive days, subject to availability.
- 3.02 RV Site Rules** Prior to utilizing the RV sites, members are obligated to familiarize themselves with and adhere to the DSROA Codes of Conduct, Rules and Regulations, as well as any RV area procedures.
- 3.02.01 Waiver** The reserving party is obligated to complete a waiver for each stay and assumes responsibility for their guests during the stay. All reserving parties acknowledge that the utilization of the RV sites entail inherent risks, inclusive of, but not limited to, adverse weather conditions that may impede ingress to or egress from the area.
- 3.02.02 Hydrant Usage** In the event of usage during freezing temperatures, members explicitly acknowledge that any damage incurred to the hydrant or water system is their sole responsibility, rendering them liable for the resultant damage.
- 3.02.03 Pets** Members and Member Guests utilizing the RV sites must ensure the proper cleanup after any pets. Please also refer to section 10 below.
- 3.02.04 Trash** Members and Members Guests must take their trash with them upon departure.
- 3.02.05 Campfires** Campfires are NOT allowed except at the approved fire pit at headquarters and the lower cabin gathering area. Please contact the Ranch Caretakers for more information. Please also refer to section 5 below
- 3.02.06 Check-in / Check-out** Unless special arrangements are made with the Ranch Caretaker, check-in time for RV spots shall be no earlier than 3PM and check-out shall be no later than 11AM

4 DAMAGE / LIABILITY

Members shall assume all responsibility and liability for themselves and their guests while at the ranch.

- 4.01 Damage** All damage should be paid for by the one that does the damage. However, since the Association can only assess its members, if a member chooses to allow someone else to use the member's time in the cabins or other facilities, the member is responsible for any damage that may occur to the Ranch, the cabins, or any other facilities or improvements. The Ranch belongs to its members and should be treated as such.
- 4.02 Annual Waiver** All lot owners on title are required to complete the DSROA waiver annually indemnifying DSROA for themselves and their guests. Waivers shall be provided annually to members with their annual assessment. Where possible a digital signature will be requested from all lot owners. Where not possible the waiver will be sent by mail and the lot owner shall return it to DSROA signed. It is the lot owners' responsibility to make sure they return a fully signed waiver annually. Fully signed waivers shall be due on March 1st of each year and a report of how many lots comply with this rule shall be reviewed by the DSROA Board and presented to the members in the April board meeting.

5 FIRE

- 5.01 Precautions** Fires in remote areas such as Deer Springs Ranch are extremely dangerous. The nearest fire department is 40 miles away or approximately 90 minutes time. Please adhere to the following restrictions:
- 5.01.01 Child Supervision** Don't let children play with lighters, matches, or fire. PARENTS ARE RESPONSIBLE!
- 5.01.02 Fireworks** No fireworks, flares, or other incendiary devices are allowed within the boundaries of the Ranch.
- 5.02 Reporting** All members and other Ranch users and guests should report all fires to Ranch Headquarters immediately.
- 5.03 Observation** Never leave a fire unattended whether outside or inside.
- 5.04 Fire Extinguishers** There is a fire extinguisher in each cabin. Each cabin user should familiarize themselves with where the fire extinguisher is located and how to use it. There is also a hose outside of each cabin for emergency use only.
- 5.05 Wood Burning Stoves** Do not over-stoke (put in a lot of wood at one time) fires in the wood burning stoves located in the cabins.
- 5.06 Smoke Alarms** Cabins users must not disable the smoke detectors or carbon monoxide detectors located within the cabins.
- 5.07 Residential Fire Pits** Residential firepits on Member Lots must follow Kane County Fire Pit Guidelines. <https://kane.utah.gov/gov/dept/building-inspector/fire-pit-guidelines/>
- 5.08 Fire Restrictions** Members shall be aware of and follow all fire restrictions in our area. <https://utah-fire-info-utahdnr.hub.arcgis.com/pages/active-fire-restrictions>

6 FISHING

- 6.01 Use of Fishponds** All ponds located on Deer Springs Ranch common areas are on private land, and Deer Springs Ranch members and guests do not need a Utah fishing license to fish. Non-members must either have a member with them or be residents in the Deer Springs Ranch cabins. Fish are very expensive and should not be wasted.
- 6.02 Catch and Release** All fishpond users are strongly encouraged to fish on a “catch and release” basis using barbless hooks and lures or fly fishing only. Catch and release fish should not be taken out of the water.
- 6.03 Clean-up and Use Restrictions** The ponds are also used for swimming. Therefore the use of glass containers is prohibited in pond areas. Cleaning of fish in the pond areas is prohibited. Use

of the fishpond areas should not interfere with the use of others and good judgment should be employed by all.

6.04 Notice When you check in, Ranch Staff need to be informed of any intent to fish. From time to time, as determined by the Ranch Caretakers, fishing badges may be required. If badges are required, these will be provided at the time of check-in.

6.05 Watercraft Motorized craft are not allowed on any of the DSROA ponds or on the Red Reservoir.

7 TRAPPING

7.01 Prohibition Animal trapping of any kind is not allowed on any of the common areas of the Association. However, properly licensed trapping may be allowed on BLM lands surrounding the Ranch, which are part of the Ranch allotment, provided notice is given to the Ranch Caretakers including the specific location and date of such trapping activities.

7.02 Member Units Members may set animal traps on their own private property provided the Ranch Caretakers are informed as to the dates of such activities and the types and sizes of the traps in use. This is so that those who are near said trapping can be aware to keep their pets and children under direct supervision.

7.03 Licensees Members may grant others the right to trap on the member's individual Unit or Lot with the same restrictions stated in 6.02 above. The member will be responsible for any negligence or damage caused by any individual who is allowed to trap on the Unit or Lot of a member.

7.04 Responsibility Anyone in violation of the above restrictions will be held liable for all accidents that result in injury to pets, children, or adults. Or to those injuries sustained trying to free their pets of said traps.

8 HUNTING AND FIREARMS

Discharging firearms on or across the Association land or the Units or Lots of another member is strictly prohibited. Utah State law applies in all areas, including on the Units and Lots of the members and hunting licenses are required. Individual supervision and written permission are required to hunt on all areas of Deer Springs Ranch except hunting by a member on the member's own Unit or Lot.

9 MOTORCYCLES AND ATVs (OHV)

9.01 Speed Limits The speed limit on all Ranch roads is 25 MPH. All vehicles, ATVs, & Motorbikes must be operated in a safe and courteous manner, respecting the speed limits.

9.02 Vehicle Operation ATVs or motorbikes, including e-bikes (OHV) can be used at the Ranch only on existing roads. Respect for others is expected in all common areas and especially around the cabins, at Ranch Headquarters, or when traveling on Ranch roads. Riding or crossing the meadows and pastures are strictly prohibited to all vehicles, as they tear up the terrain and the feed grass. All vehicles are strictly prohibited on the airstrip (the only exception is for Ranch staff or Ranch appointed airport manager to inspect and perform maintenance operations).

Anyone operating an ATV, dirt bike, or motorbike, must adhere to the current Utah Division of Parks and Recreation Off-Highway Vehicle Rules and Regulations, which are published by the State of Utah. This includes all helmet laws and age requirements. Copies are available on the Division website.

- 9.03 Sound** OHVs without mufflers and all OHVs that are not operated as outlined in this Section shall not be operated at any place on the Ranch.
- 9.04 Supervision** The operation of all OHVs on the Ranch by anyone under the age of 16 must be supervised by an adult at all times.
- 9.05 Time of Operation** Except in an emergency, the use of OHVs for recreational purposes is limited to daylight hours.
- 9.06 Enforcement** Failure to comply with these limitations and rules by a Member or a Member's guest may result in detailed review of the incident(s) by the Board of Directors. The Board, in their discretion upon repeated violations, may temporarily or permanently revoke a member's privilege to use any OHV on Association property, including all Association roadways. Additionally, in the event any damage is caused by a Member or Member's guest arising from any violation of these Rules, then said damages may be collected as an additional assessment on the Lot of said Member, which if not paid may result in a lien and foreclosure of the Member's Lot.

10 PETS

All pets must be under the control of their owners at all times and in all Common Areas of the Ranch. When other people are present, dogs must be on a leash when they are at the Ranch Headquarters, at the Ranch cabins, or at the ponds. Pet owners are responsible for their pets and for any damage or injury they may cause. Pet owners must keep pets off the furniture and beds and must clean up after them. See section 1.03.05 for further information.

11 SWIMMING

Swimming is permitted in all ponds. There are no lifeguards. Minors must be supervised by one or more adults at all times while swimming. Swim at your own risk. Fishing and swimming should not be done at the same pond at the same time. Users should use wisdom and be considerate of others.

12 MEMBER CATTLE

- 12.01 Association Land** Due to the restrictions placed on the Association through leases with individual cattle operators, including the Doug Hunt Cattle Co., member's livestock, including all cattle, are restricted to the member's individual Unit or Lot and livestock are not permitted to free range on Ranch common areas.
- 12.02 Risk of Loss** Deer Springs Ranch is not responsible for any losses or damage to any member's livestock.

13 MEMBER HORSES

Due to problems in the past with too many horses running loose and interfering with the workings of the Ranch, horses of the members are no longer permitted to be left at the ranch. Members may bring horses to ride during their stay at the Ranch. In the event a member desires to bring horses to ride, they must notify the Ranch Caretaker in advance, and provide their own feed during the stay. Members are not permitted to leave horses on the Ranch common areas unless specific arrangements are made in advance and with the express approval of the member of the Board in charge on farming/animals at the Ranch.

14 CATERING

Catering is not provided by the Ranch but is available in Kanab and other surrounding areas. It is suggested that any member questions be directed to the Ranch Caretaker.

15 ANNUAL ASSESSMENT

15.01 Amount of Assessment Based on the Bylaws, the Board of Directors have established a policy for the determination of the amount of each annual assessment. The amount can vary from year to year based on several variables such as: maintenance costs, equipment needs, taxes, repairs, fuels, salaries or employees, inflation, and etc.

15.02 Budget The Board of Directors will meet each December to set the budget for the new calendar year. They will set the amount of the assessment to balance the new budget. Once finalized the office will email out a copy of the new budget to all members and post the budget on the DSROA website. The office will mail an invoice by January 31st of each year detailing the assessment. The assessment is due and payable upon receipt of the invoice and becomes delinquent after March 31st of each year.

15.03 Delinquency Members who have not paid their assessment by March 31st of each year will be denied any and all Ranch benefits and privileges until said dues are paid in full. These benefits include, but are not limited to, voting at the annual meeting and use of the cabins. All delinquent accounts will be charged interest at the rate of 18% per year compounded monthly beginning the first of January of each year. If unpaid by the January 1st of the following year (a 1 year delinquency) the membership, as well as the individual member's Unit(s) or Lot(s), will be subject to any and all collection proceedings deemed necessary by the DSROA Board of Directors.

15.04 Member Input Input from the general membership for the establishment of the budget is welcome.

16 ROADS

16.01 Road Maintenance The Association does not and cannot guarantee year-round access to any portion of the Ranch, including particular Units or Lots. The Owners Association has and will continue to maintain roads as the budget and labor will permit. Priority will be given to the main access (arterial) roads of the ranch. Additionally, priority shall be given to Member supported projects. All ranch road maintenance must be coordinated through the Board Member over roads.

16.02 Adverse Driving Conditions While adverse driving conditions exist, it is recommended that members refrain from unnecessary travel on ranch roads. During adverse driving conditions each

vehicle trip causes damage to the road surface, impacts the road base, compounds the adverse driving condition, and increases the maintenance required to repair the road.

- 16.03 Driveway Construction** Careful consideration and planning should be given to excavation and restructuring of the natural landscape when developing driveways to assure that construction will not interfere with any existing drainage channels or cause damage to ranch roads or the property of others. Before the creation of a driveway tied to a ranch road, Members shall consult the Board member over roads to ensure there is no impact to the DSROA road system. If the board member does not respond within one week, the member may proceed with their planned construction.

17 CONSTRUCTION

- 17.01 Building Plans** Before building on their lot a Member must follow all building requirements set forth by Kane County.

- 17.02 Site Planning** Careful consideration and planning should be given to excavation and restructuring of the natural landscape of each lot to assure that construction will not interfere with any existing drainage channels or cause damage to the property of others due to these changes. Members are encouraged to consult a building professional for help in determining the effects of any changes to the landscape.

18 EQUIPMENT POLICY

- 18.01 Equipment Rental Pricing** At this time a suspension of renting any and all DSROA owned equipment is in force.

19 WATER USAGE

For those who haul water and are using the Lower Ranch Water System State-approved fill station as their primary source, the following applies:

- 19.01 Members Only** Water use for hauling is only available to members of the DSROA, in good standing, and current on assessments as of March 31st of the year in which water is to be used.
- 19.02 Limitations** Because the Lower Ranch Water System was not designed to supply the demands which would be imposed by the hauling of large amounts of culinary (drinking) water, the amount hauled will be limited to a fixed amount per month per lot as determined by the Board. A permit to access ranch water will initially cost \$50.00 yearly and should be paid with the annual dues. It will become delinquent on and must be paid by March 31st of each year. This fee is necessary to offset the expense incurred from the pumping, storage, and transport of the water (diesel fuel, system maintenance, water testing, etc.). The amount of water that is allowed to be hauled and the cost of the hauling permit can be periodically reviewed by the Board, which can adjust either to reflect current conditions.
- 19.03 Restrictions** Hauling water to any point not on a member's lot or lots, or any point not on Association Common Area is strictly prohibited.

19.04 Delinquent Accounts If members with connections to any Ranch water system become more than 30 days delinquent in their water payments, they may not procure water, except for limited emergency use, as deemed appropriate by the Ranch Caretaker.

19.05 Water Users Water in quantity from the Association-owned Ranch Water System will not be available for sale to, or use by, any person or entity who is not a Member of the Association.

19.06 Water Systems Please refer to the DSROA Bylaws, Section #12 and #13 for guidelines and policies on how to develop individual and/or neighborhood Water Systems for personal use.

20 FAMILY INVOLVEMENT

Ranch work is fun and relaxing. It is strongly encouraged that members, friends and family get involved in helping with projects or odd jobs, which can be obtained at the Ranch Headquarters. Families will enjoy improving the Ranch to make it a better place.

21 GARBAGE, TRASH, REFUSE, ETC.

All members are responsible for transporting and appropriate disposal of their own refuse from camping, private cabins, homes, construction, etc. The nearest landfill is in Kanab. The Association has limited hauling facilities and will only take care of the refuse generated from use of the Association cabins, Ranch Headquarters, and other common Association facilities.

Members living year round at the Ranch may share, by arrangement, year round waste costs with the ranch only upon approval of the Ranch Caretaker).

22 AIRSTRIP

Individuals may only use the airstrip at the Ranch at their own risk and with prior written approval. All members must acknowledge and agree that the Ranch airstrip is strictly for private, non-commercial and emergency use only. Members who intend to use the airstrip must sign the Ranch waiver of liability form as provided on the Ranch web page and submit the same to the DSROA Office Administrator at the official address of the Ranch as set forth in Section 24 below.

23 RANCH GRAVEL PIT

Gravel Pit Rules are currently under revision. Please contact Larry Clarkson if you have any gravel needs.

24 FINE POLICY

Effective January 1, 2026 the following fine policy shall apply

24.01 Initial Fine Each violation of any Rule which does not already have a penalty or fine attached will result in a fine or penalty to the Member equal to

- A) the actual cost incurred for damage resulting from the broken Rule, PLUS
- B) a fine equal to 10% of the annual assessment for each lot.

24.02 Repeat Offenders Each repeat violation of a Rule (same Rule and same Member) will result in doubling the fine set forth above for each subsequent violation, with a statutory cap equal to \$500 per month.

25 RANCH MAILING ADDRESS

The official and only mailing address for the Ranch is:

Deer Springs Ranch Owners Association

P.O. Box 254

Kanab, Utah 84741.

The Ranch's physical address is:

6030 S. Deer Springs Lane

Kanab, Utah 84741.

The GPS coordinates at DSROA Headquarters are Lat. 37.33113 / Lon. 112.222

26 OFFICIAL INTERNET WEB SITE

The official web site of the DSROA is <https://www.deerspringsranch.org>

THERE IS NO RULE BOOK THAT CAN COVER ALL SITUATIONS AND CONDITIONS.

WE MUST ALL USE THE GOOD NEIGHBOR POLICY AND THE GOLDEN RULE.