

*AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
CAMPGROUND OF THE ROCKIES*



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THIS AMENDED AND RESTATED DECLARATION is made on the date hereinafter set forth by CAMPGROUND OF THE ROCKIES ASSOCIATION, a Colorado nonprofit corporation (the "Association").

RECITALS

1. Declarant, The Western Union Ranch, Inc., a Colorado Corporation, subjected real property located in Park County, Colorado to the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Western Union Ranch Recreational Vehicle Park, as recorded in the real property records of Park County, Colorado on July 9, 1979 at Book 297, Page 860, which Declaration was subsequently amended by:

(a) Amendment to the Declaration of Covenants, Restrictions, Easements, Charges, and Lines for Western Union Ranch Recreational Vehicle Park, as recorded in the real property records of Park County, Colorado on November 4, 1980 at Book 306, Page 110;

(b) Second Amendment to the Declaration of Covenants, Restrictions, Easements, Charges, and Lines for Western Union Ranch Recreational Vehicle Park, as recorded in the real property records of Park County, Colorado on June 16, 1981 at Book 326, Page 838; and

(c) Third Amendment to the Declaration of Covenants, Restrictions, Easements, Charges, and Lines for Western Union Ranch Recreational Vehicle Park, as recorded in the real property records of Park County, Colorado on April 1, 1988 at Book 423, Page 38.

("Original Declaration").

2. The Original Declaration requires the prior written consent of at least fifty-five percent (55%) of the Owners of Lots in the Campground of the Rockies Community to amend and restate the Original Declaration.

3. The Owners within the Planned Community, as established by the Original Declaration, and now known as the Campground of the Rockies, desire to amend and restate the Original Declaration pursuant to the authority and provisions of the Original Declaration.



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4. Over sixty-five percent (65% (or 335 out of 512)) of the Owners of Lots subject to the Original Declaration within the Campground of the Rockies Community have consented to the amendment and restatement of the Original Declaration as set forth below.

NOW, THEREFORE, effective this 5th day of April, 2000, all covenants, conditions, reservations, restrictions effecting the real property subject to the Original Declaration are consolidated, amended and restated as follows:

ARTICLE 1

DEFINITIONS

Each term in this Declaration shall have the meaning specified or used in the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101, *et seq.*, unless otherwise defined in this Declaration, or the context requires otherwise.

"Act" shall mean the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101, *et seq.*, as it applies to common interest communities created prior to July 1, 1992 and as made applicable by this Declaration.

"Accessory Structure" shall mean any awning, deck, sunshade or storage shed established for use by the occupants of a Lot.

"Assessments" shall include fees, maintenance fees, charges, late charges, attorney fees, fines and interest charged by the Association, as well as any amount the Association may deem necessary or desirable for the funding of its Replacement Reserve Fund.

"Association" or "Corporation" shall mean and refer to the Campground of the Rockies Association, Inc., a Colorado nonprofit corporation, also known as "CORA".

"Campground of the Rockies Community" shall be the Common Interest Community composed of the Lots, the Common Elements and the Properties, which Community was initially known as the "Western Union Ranch Recreational Vehicle Park."

"Camping Vehicle" shall mean any recreational vehicle meeting and complying with all specifications required or imposed by the Recreational Vehicle Industries Association (R.V.I.A.) and the United States Government regulations from time to time in effect regarding safety, quality of construction and size of recreational vehicles. Such recreational vehicles must also meet all requirements of Bulletin A 119.2 and Bulletin A 119.5 of the American National Standards Institute (ANSI) and NFPA Section 501C, including all amendments to these documents, or such alternate requirements as may be established from time to time by the Board of Directors. Such vehicles must have been manufactured originally and specifically as recreational vehicles.

"Common Elements" shall mean and refer to all real and personal property owned by the Association for the benefit of the Owners of Lots, including, but not limited to, certain areas of land as shown on the site plan attached to the Original Declaration or as set forth on any plat of the Properties to this Declaration. Common Elements may be created as shown on the site plan by platted

tract designation. Areas created as Common Elements by virtue of a platting shall be for the benefit of all Owners of Lots.

"Community Building" shall mean any structure housing kitchen/cooking facilities, recreation/meeting room, toilet, lavatory, shower and laundry facilities.

"Dependent Lots" shall be those Lots not provided with individual water, sewer and electrical connections.

"Independent Lots" shall be those Lots having individual water, sewer and electrical connections.

"Lot" shall mean and refer to all campsites within the Properties, as identified in recorded plats.

"Maintenance Management Team" shall mean on-site employees or independent contractors of the Association to whom the Board of Directors may delegate certain management responsibilities.

"Member" shall be an Owner of a Lot.

"Owner" shall mean and refer to the owner(s) or contract purchaser(s) holding recorded interest to a Lot, and CORA with respect to all unsold proposed Lots. Each Owner shall be a Member of the Association. "Buyer" shall mean and refer to a purchaser of a Lot, but shall not mean nor refer to CORA with respect to all unsold proposed Lots.

"Picnic Areas" shall mean any place established, maintained, operated or used during the day by picnickers and on which there shall be no overnight usage or camping.

"Properties" shall mean and refer to the real properties described in *Exhibit A* attached hereto and incorporated by reference.

"Replacement Reserve Fund" shall mean the fund established pursuant to Article 2 of this Declaration for the replacement of the Common Elements.

"Sanitary Waste Station" shall mean facilities used for removing and disposing of wastes from self-contained camping vehicle sewage holding tanks.

"Service Building" shall mean a structure housing toilet, lavatory, shower, service sink and other such sanitary facilities as may be required.

"Site Plan" shall mean the site plan attached to the Original Declaration which is the rough and generalized proposed plan to develop the properties into approximately 512 Lots substantially as shown thereon. Said site plan has been approved as a preliminary plan by Park County, Colorado; provided that the Association may be required to make some minor modifications thereof for practical purposes or by law to meet the requirements thereof.

ARTICLE 2

THE ASSOCIATION AND ITS MEMBERS

2.1 Membership. Every person who is an Owner of record of a recorded fee interest in any Lot which is subject to this Declaration is and shall be a Member of the Association, including contract sellers. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Membership may be transferred only upon the sale or encumbrance of the Lot and then, only to the purchaser of the Lot; and provided further that Owners acquiring their Lot through foreclosure or tax sales shall be subject to this Declaration and shall be liable for assessments except those assessments due and owing prior to the date of foreclosure or tax sale. Ownership of a Lot shall be the sole qualification for such membership. Where more than one (1) person holds an interest in any Lot, all such persons shall be Members. There is one (1) vote per Lot.

2.2 General Purposes and Powers of the Association. The Association, through its Board of Directors, shall perform functions and manage the Campground of the Rockies Community as provided in this Declaration so as to further the interests of the owners of the Community as Members of the Association. All Owners shall be deemed to have assented to, ratified and approved such designation and management. The Association shall have all power necessary or desirable to effectuate such purposes.

2.3 Authority of the Association. The business affairs of the Campground of the Rockies Community shall be managed by the Board of Directors. The Association shall be governed by this Declaration, its Articles of Incorporation and Bylaws, as amended from time to time, any rules and regulations adopted by the Board and the Act (to the extent that the Act applies to communities created prior to July 1, 1992 and to the extent the Act is made applicable by this Declaration).

2.4 Reserve Funding. The Association shall establish a fund for the replacement of the Common Elements ("Replacement") and shall be obligated to deposit adequate funds into the Reserve Fund annually. This amount shall be derived from the proceeds of the sale of Lots owned by the Association, from Assessments and from interest earned by the investment of the Reserve Fund monies, in any combination determined to be appropriate by the Board of Directors. Money within this fund shall be used exclusively for the replacement of the Common Elements of the Association.

2.5 Indemnification. To the full extent permitted by law, each officer and director of the Association shall be and is hereby indemnified by the Owners and the Association against all expenses and liabilities including attorneys' fees, reasonably incurred by or imposed upon them in any proceeding as a part of Association business to which they may be a party, or in which they may become involved, by reason of any settlement thereof, whether or not they are an officer or director of the Association at the time such expenses are incurred; except in such cases wherein such officer or director is judged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement the indemnification shall apply only when the Board approves such settlement as being in the best interests of the Association.

2.6 Limitation on Liability. To the fullest extent permitted by law, the Board of Directors and any other committees or any members thereof shall not be personally liable to any Owner or other person for any damage, loss or prejudice suffered or claimed on account of any decision, approval



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or disapproval of plans or specifications (whether or not defective), course of action, act, inaction, omission, error, negligence, or the like made in good faith and which the Board of Directors or such committees or officers reasonably believed to be within the scope of their respective duties.

2.7 Books and Records. Books and records shall be available for inspection and copying (during business hours or under other reasonable circumstances) as provided in the Association's records policy. The Association may charge a reasonable fee for copying of such materials.

2.8 Implied Rights and Obligations. The Association may exercise any right or privilege expressly granted to the Association in the Governing Documents, and every other right or privilege reasonably implied from the existence of any right or privilege given to the Association under the Governing Documents or reasonably necessary to effect any such right or privilege. The Association shall perform all of the duties or obligations implied by the express provisions of the Governing Documents or necessary to reasonably satisfy any such duty or obligation.

ARTICLE 3

PROPERTY RIGHTS IN THE COMMON ELEMENTS

3.1 Owners' Easements of Enjoyment. Subject to the provisions of this Article, every Owner shall have a right and easement of enjoyment in and to the Common Elements, forming a part of the Campground of the Rockies Community, whether now or thereafter made, and such easement shall be appurtenant to and shall pass with the title to every Lot.

3.2 Common Elements subject to this Declaration. All Common Elements now or hereafter owned by the Association shall be subject to these covenants, restrictions, easements, charges and liens.

3.3 Extent of Owners' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

3.3.1 The right of the Association, as provided in the Articles of Incorporation and Bylaws, to suspend the enjoyment and use of the Common Elements of the Association of any Owner for nonpayment of any amount due the Association, or for any infraction of its Declaration, Bylaws or published rules and regulations. The suspension for nonpayment of monies owed shall be for as long as the obligation exists. A suspension for violation of the Declaration, Articles of Incorporation, Bylaws and such rules and regulations as the Board of Directors may adopt shall be in place until the violation is corrected and an owner accused of such violation must be given notice of the nature of the alleged violation and the opportunity to be heard by the Board prior to suspension.

3.3.2 The right of the Association to grant and reserve easements and rights-of-way in, through, under, over and across the Common Elements, for the installation, maintenance and inspection of lines and appurtenances for public or private water, electric, sewer, drainage, telephone, cable television, gas and other



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utilities or purpose and the right of CORA to grant and reserve easements and rights-of-way in, through, under, over, upon and across the Common Elements for the completion of CORA's work or other purpose.

3.3.3 The right of the Association to close or limit access to the Common Elements for repairs, maintenance or improvements thereto.

3.3.4 The right of the Association to adopt reasonable rules and regulations governing the operation and use of the Common Elements, including the right to charge reasonable fees for the use of the Common Elements.

3.4 Beneficiaries of Easements, Rights and Privileges. The easements, licenses, rights and privileges established, created and granted by this Declaration shall be for the benefit of, and restricted solely to, the Association and the Owners of Lots within the Campground of the Rockies Community; and any Owner may grant the benefit of such easement, license, right or privilege to his family members and guests for the duration of their visits, subject in the case of the Common Elements to the rules and regulations of the Association, but the same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public.

ARTICLE 4

COVENANT FOR COMMON EXPENSE ASSESSMENTS

4.1 Creation of Association Lien and Personal Obligation to Pay Assessments. Each Owner agrees to pay to the Association annual Assessments and such other assessments as imposed by the Association, by acceptance of a deed for a Lot within the Community, whether or not it shall be so expressed in any such deed or other conveyance.

4.1.1 Assessments shall be the personal obligation of the Owner of such Lot at the time when the assessment or other charges became or fell due. The personal obligation to pay any past due sums due the Association shall not pass to a successor in title unless expressly assumed by them.

4.1.2 The Association annual Assessments and such other assessments as imposed by the Association shall be a charge on each Lot and shall be a continuing lien upon the Lot against which each such assessment or charge is made. If any Assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment becomes due.

4.1.3 No Owner may become exempt from liability for payment of Assessments by waiver of the use or enjoyment of the Common Elements or by abandonment of the Lot against which the Assessments are made.

4.1.4 All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted by any reason including, without limitation, any claim that the Association or the Board is not properly exercising its duties and powers under this Declaration.



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4.2 Annual Assessment. Assessments may be made on at least an annual basis against all Lots and shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such assessment year. Assessments shall be levied as follows among the Owners and shall be due and payable in the manner determined by the Board:

4.2.1 Assessments for Independent Lots shall be equal to 1.00 times the base Assessment.

4.2.2 Assessments for Dependent Lots shall be equal to 0.72 times the Base Assessment.

4.2.3 The Base Assessment shall be calculated by dividing the annual budget to be funded from the Assessments by the total number of Base Lots.

4.2.4 Total Base Lots shall be calculated by adding together the number of Independent Lots multiplied by 1.00 and the total number of Dependent Lots multiplied by 0.72.

$$\text{Base Assessment} = \frac{\text{Annual Budget}}{\text{Total Base Lots} = (\text{Number of Dependent Lots} \times .72) + (\text{Number of Independent Lots} \times 1.00)}$$

$$\text{Actual Assessment for Independent Lot} = \text{Base Assessment} \times 1.00$$

$$\text{Actual Assessment for Dependent Lot} = \text{Base Assessment} \times 0.72$$

The omission or failure of the Board to levy an Assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay.

4.3 Special Assessment. In addition to the Assessments authorized above, the Association may levy, in any assessment year, a special assessment for emergencies which immediately impact the operation of the Association which is approved by at least a majority of votes at a meeting at which a quorum of the Owners is present. The Association may also levy a special assessment for any other purpose which assessment is approved by at least fifty-five percent (55%) of all of the Owners. Such special assessments will be due and payable as determined by the Board. Special assessments shall be allocated equally among the privately owned Lots.

4.4 Default Assessments. All monetary fines assessed against an Owner pursuant to the Governing Documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Governing Documents, shall be a Default Assessment and shall become a lien against such Owner's Lot, which may be foreclosed or otherwise collected, as provided in this Article. Notice of the amount and due date of such Default Assessment shall be sent to the Owner subject to such Assessment at thirty (30) days prior to the due date.



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4.5 Effect of Non-payment of Assessments.

4.5.1 Any assessment, charge or fee provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid within ten (10) days after the due date thereof, as established by the Board, shall bear interest at a rate as may be determined from time to time by the Board, not to exceed the maximum interest rate permitted by law. Additionally, the Association may assess a reasonable late charge as determined by the Board.

4.5.2 Failure to make payment within thirty (30) days of the due date shall cause the total amount of such Owner's Assessment for the remainder of that fiscal year to become immediately due and payable at the option of the Board. The Association may bring an action at law or in equity, or both, against any Owner personally obligated to pay such overdue assessments, charges or fees, or monthly or other installments thereof, and may also proceed to foreclose its lien against such Owner's Lot.

4.5.3 An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid assessments, charges or fees, or monthly or other installment thereof, may be commenced and pursued by the Association without foreclosing or in anyway waiving the Association's lien therefor.

4.5.4 Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to stop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent assessment, charges or fee, or monthly or other installments thereof, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, convey or otherwise deal with the same. The rights of the Association shall be expressly subordinate to the rights of any holder of a first lien security interest as set forth in its deed of trust or mortgage, to the extent permitted under the Act.

4.6 Lien Priority. The lien of the Association under this Section is prior to all other liens and encumbrances on a Lot except: (1) liens and encumbrances recorded before the recordation of the Declaration; (2) a first lien security interest on the Lot (except as allowed by the Act with regard to the limited lien priority allowed to the Association); and (3) liens for real estate taxes and other governmental assessments or charges against the Lot. This section does not affect the priority of mechanics' or materialmen's liens. The lien of the Association under this Article is not subject to the provision of a homestead exemption as allowed under State or Federal law. Sale or transfer of any Lot shall not affect the lien for said assessments or charges except that sale or transfer of any Lot pursuant to foreclosure of any first lien security interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of assessment charges as provided by applicable State law. No such sale, transfer, foreclosure, or any proceeding in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Lot from continuing liability for any assessment charges thereafter becoming due, nor from the lien thereof.



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ARTICLE 5

EASEMENTS

5.1 Easements. CORA does hereby establish and create for the benefit of the Association and for all Owners from time to time of Lots in the Campground of the Rockies Community and does hereby give, grant and convey to each of the aforementioned, the following easements, licenses, rights and privileges:

5.1.1 Rights-of-way for ingress to and egress from Lots in, through, over, under and across the streets, roads, trails and walks in the Campground of Rockies Community and providing access thereto, and the Common Elements as they may be built or relocated in the future for all purposes and, if the Association fails to maintain the same, the right to maintain and repair the same;

5.1.2 Rights to connect with and make use of electric and telephone lines, wires, pipes, conduits, cable television lines, drainage lines and water lines which may from time to time be in or along the streets and roads or other areas of the Properties subject to the regulations, charges and assessments of the Association and, if the Association neglects to keep them adequately maintained, the right to maintain and repair the same.

5.2 Reservation of Easements. The Association reserves the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across any easements shown on plats of the Properties, for the purpose of completing their work and, towards this end, reserve the right to grant and reserve easements and rights-of-way in, through, under, over and across the Common Elements and the easements within Lots for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, electric, telephone, drainage, cable television, gas and other purposes and for any other materials or services necessary for the completion of the work or other purpose. The Association also reserves the right to connect with and make use of the water and sewer lines and systems, utility lines, wires, pipes, conduits, cable television, drainage lines which may from time to time be in or along the streets and roads or other areas of the Properties. Finally, the Association reserves the right to continue to use the Common Elements, the community building and parking spaces located on the Properties in its efforts to market Lots in the Campground of the Rockies Community.

ARTICLE 6

RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

The Board of Directors shall be the proper party to interpret use restrictions contained in this Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Association.

6.1 Use Restrictions for Independent and Dependent Lots.



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6.1.1 All Lots are subject to applicable zoning regulations of Park County, Colorado, including any special recreational vehicle zoning as the County may have from time to time. Lot Owners should consult those regulations as to all use and occupancy of a Lot.

6.1.2 Service centers and waste stations for the 312 Dependent Lots will be closed during the months of November, December, January, February and March of each year. Opening and closing dates may be adjusted at the discretion of the Association Maintenance Management Team due to weather conditions. Service for snow removal on roads in this area will be provided for access and security patrols as determined by the Board of Directors.

6.1.3 Use and occupancy of Lots shall not be for a permanent residence, except within zoning allowed for that use and with the written approval of the Association.

6.2 Maintenance. The Association shall have the right to adopt rules and regulations regarding the use and maintenance of the Lots.

6.3 Nuisances. No nuisances shall be allowed upon the Lot nor shall any unlawful use be made of the Lot. All valid laws, zoning ordinances and regulations shall be observed.

6.4 Rules and Regulations. Rules and regulations promulgated by the Association shall be observed by the Members, their guests, family and invitees.

6.5 Water. Water supply of the Association for the benefit of Owners is subject to the terms and conditions of court orders and decrees, including the decree in Case No. W-8109-75 in the District Court of Water Division No. 1, Greeley, Colorado, as that decree may be amended or changed from time to time, and as that decree may be placed and of record in the office of the Clerk and Recorder, Park County, Colorado. The Association is and shall be empowered to enforce the terms and conditions of the Water Augmentation Plan and court decree. No water provided for the benefit of Owners by the Association shall be used for irrigation of lawns and gardens or for watering of livestock, except as allowed pursuant to a court decree. The Lots will be subject to a charge for a portion of the cost of the regulation and enforcement of the terms and conditions of the Water Augmentation Plan and court decree, including a portion of the expense of maintaining Buffalo Creek Reservoir.

6.6 Sewage. Disposal of sewage on the Properties shall only be by and through the central sewage systems constructed for the Campground of the Rockies Community.

6.7 Vehicles and Use Thereof. All vehicles operated within the Common Elements shall be licensed, operated by a licensed driver and driven on platted roads only. Roads or trails have been designated for use by the following unlicensed vehicles: none, except as approved by the Board of Directors to make reasonable accommodation for disabilities. The above listed vehicles are permitted on platted roads only if driven by licensed and insured drivers and are subject to the Rules



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and Regulations of the Association, including noise and speed limitations and requirements for the use of proper safety equipment.

6.8 Animals; Pet Control. Domestic pets may be kept but should not be left unattended. Pets shall not be permitted to run at large within the Campground of the Rockies Community or on adjacent lands and shall be required to be within the "positive control" of the owner thereof at all times. Positive control shall mean that the pet, when on the Lot of the Owner thereof, is within the sight and earshot of a person on the Lot who is capable of summoning and controlling the pet, and when off of the Lot, is tethered with a leash no longer than ten (10) feet in length, one end of which shall be held by a person capable of controlling the pet. No tethered pet shall be left unattended.

6.9 Firearms. No hunting or discharge of firearms shall be allowed within the Campground of the Rockies Community.

6.10 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. No trash, garbage or rubbish shall be burned on the Lots.

6.11 Clearing of Trees or Shrubs. Removal of living trees or shrubs from the Properties shall be subject to the rules and regulations of the Association, except that which must be removed in connection with construction or landscaping, or that which is consistent with good conservation practices. All debris from construction and landscaping shall be timely removed or chipped by the Owner of that Lot.

6.12 Outdoor Fires. Outdoor fires shall be permitted pursuant to the rules and regulations of the Association.

ARTICLE 7

INSURANCE/CONDEMNATION

7.1 Duty to Insure Lots and Improvements on Lots. Each Owner should obtain and maintain all necessary and appropriate insurance coverage for their Lot, the Camping Vehicle and Site Improvements on their Lot. Owners are advised to carry casualty and liability insurance for their benefit and at their expense.

7.2 Insurance Carried. The Association shall obtain and maintain, at all time, in full force and effect to the extent reasonably available, the insurance coverage set forth herein, which insurance coverage shall be provided by financially responsible and able companies duly authorized to do business in the State of Colorado. The Association shall maintain, to the extent reasonably available, policies with the following terms or provisions:

- a) All policies of insurance shall contain waivers of subrogation and waivers of any defense based on invalidity arising from any acts of an Owner and shall provide that such policies may not be canceled or modified without at least twenty (20) days prior written notice to all of the Owners and the Association.



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- b) All liability insurance shall be carried in blanket form naming the Association, the Board, the Maintenance Management Team, if any, the officers of the Association, their successors and assigns and Owners as insureds.
- c) Prior to obtaining any policy of casualty insurance or renewal thereof, pursuant to the provisions hereof, the Board may obtain an appraisal from a duly qualified real estate or insurance appraiser, which appraiser shall reasonably estimate the full replacement value of the Common Elements, without deduction for depreciation, review any increases in the cost of living, and/or consider other factors, for the purpose of determining the amount of the insurance to be effected pursuant to the provisions hereof. In no event shall any casualty insurance policy contain a co-insurance clause.

7.3 Association Hazard Insurance on the Common Elements. The Association shall obtain adequate hazard insurance covering loss, damage or destruction by fire or other casualty to the Common Elements and the other property of the Association. If obtainable, the Association shall also obtain the following and any additional endorsements deemed advisable by the Executive Board: (a) an Inflation guard endorsement, and/or (b) any special PUD endorsements.

7.4 Association Liability Insurance. The Association shall obtain adequate comprehensive policy of public liability and property damage liability insurance covering all of the Common Elements, in such limits as the Board may from time to time determine, but not in any amount less than Two Million Dollars (\$2,000,000.00) per injury, per person and per occurrence, and in all cases covering all claims for bodily injury or property damage. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association and activities in connection with the ownership, operation, maintenance and other uses of the Campground of the Rockies Community. All liability insurance shall name the Association as the insured.

7.5 Association Fidelity Insurance. The Association shall obtain adequate fidelity coverage or fidelity bonds to protect against dishonest acts on the parts of its officers, directors, trustees and employees and on the part of all others who handle or are responsible for handling the funds of the Association, including persons who serve the Association with or without compensation. The fidelity coverage or bonds should be in an amount sufficient to cover the maximum funds that will be in the control of the Association, its officers, directors, trustees and employees.

7.6 Association Worker's Compensation and Employer's Liability Insurance. The Association shall obtain worker's compensation and employer's liability insurance and all other similar insurance with respect to its employees in the amounts and forms as may now or hereafter be required by law.

7.7 Association Officers' and Directors' Personal Liability Insurance. The Association shall obtain officers' and directors' personal liability insurance to protect the officers and directors from personal liability in relation to their duties and responsibilities in acting as officers and directors on behalf of the Association.



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7.8 Other Insurance. The Association may obtain insurance against such other risks, of similar or dissimilar nature, as it shall deem appropriate with respect to the Association responsibilities and duties.

7.9 Insurance Premium. Except as assessed in proportion to risk, if permitted under the terms of this Declaration, insurance premiums for the above- provided insurance shall be included as a part of the annual Assessments levied by the Association.

7.10 Maintenance Management Team Insurance. Non-employee members of the Maintenance Management Team, if any, shall be insured for the benefit of the Association and shall maintain and submit evidence of such coverage to the Association.

7.11 Waiver of Claims Against Association. As to all policies of insurance maintained by or for the benefit of the Association and Owners, the Association and the Owners hereby waive and release all claims against one another and the Board to the extent of the insurance proceeds available, whether or not the insurance damage or injury is caused by the negligence of or breach of any agreement by and of said persons.

7.12 Adjustments by the Association. Any loss covered by an insurance policy described above shall be adjusted by the Association, and the insurance proceeds for that loss shall be payable to the Association. The Association shall hold any insurance proceeds in trust for the Association and Owners.

7.13 Condemnation and Hazard Insurance Allocations and Distributions. In the event of a distribution of condemnation proceeds or hazard insurance proceeds to the Owners, the distribution shall be as the parties with interests and rights are determined or allocated by record and pursuant to the Act.

7.14 Contractors. Contractors, engaged by the Association to perform work on the Common Elements shall be required to provide a certificate of workers compensation insurance in favor of The Campground of The Rockies Association prior to performing any work on the property. Alternatively, the Contractor may provide a waiver that the contractor is not required by law to have worker's compensation insurance and waiving all claims for such insurance from the Association.

ARTICLE 8

COVENANT VIOLATION AND ENFORCEMENT

8.1 Who May Enforce. The Association or an Owner may enforce the provisions of this Declaration by any proceeding at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain violation and/or to recover damages, and by any proceeding at law or in equity against any Owner's Lot to enforce any lien created by this Declaration. The omission or failure of the Association to enforce any term or condition of the Governing Documents shall in no event be deemed a waiver of the right to do so thereafter. Violations of the Declaration may also be subject to penalties and fines as provided in rules and regulations adopted by the Board of Directors.

8.2 Notice of Violation. In the event of a failure or refusal to comply strictly with any provision of this Declaration, a registered, return receipt notice, shall be mailed by the Association or its agent to such violator setting forth the nature of the violation. Such notice shall also state the action required by the Owner to cure the violation, the time required for such action and the nature of the action contemplated by the Association if the violation is not cured by the Owner. Owners have the right to appeal and must reply within the time limit specified in the notice. Any action taken by the Association to correct such violation shall be at the cost and expense of such Owner (including any attorney's fee incurred in conjunction therewith), and the Association shall charge and assess, as provided in Article 4, such Owner for the full cost thereof.

8.3 Violation of this Declaration Creates Liens. A violation of this Declaration shall create a lien against an Owner's Lot. The Association may elect to prepare and record a Notice of Lien with respect to each such Notice of Violation.

8.4 Covenant Enforcement - Remedies. The remedies provided in the Governing Documents for the enforcement of this Declaration are cumulative and the selection of less than all methods of enforcement shall not constitute an election of remedies so as to preclude other methods of enforcement subsequently or simultaneously.

8.5 Limitations on this Article. Nothing in this Article is intended to limit or contravene, nor shall any provision thereof be construed to limit or contravene, any appropriate provision of the Governing Documents.

ARTICLE 9

GENERAL PROVISIONS

9.1 Severability. Each of the provisions of this Declaration shall be deemed independent and severable. If any provision of this Declaration or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Declaration which can be given effect without the invalid provisions or applications.

9.2 Amendment of Declaration by Owners. The provisions of this Declaration shall run with and bind the land and shall inure to the benefit of the Association, or the Owner of any Lot subject to this document, their respective legal representatives, heirs, successors and assigns, and shall continue in perpetuity until further amended. This Declaration may be amended with the approval of fifty-five percent (55%) of the Owners. The amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of Park County, Colorado, a certificate setting forth the amendment in full and certifying that the amendment has been approved as set forth above, and containing the written consent and approval of the Association.

9.3 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development of the Lots and of promoting and effectuating the fundamental concepts as set forth in the recitals of this Declaration. This Declaration shall be construed and governed under the laws of the State of Colorado.



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9.4 Challenge to Amendments. All challenges to the validity of the amendments must be made within one (1) year after the date of recording of this document. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

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IN WITNESS WHEREOF, the undersigned, being the President and the Secretary of the Campground of the Rockies Association, Inc., hereby certify that the Association has obtained written approval of this Amended and Restated Declaration from over sixty-five percent (65%) of the Owners of Lots within the Campground of the Rockies Community, as evidenced by written instruments filed with the records of the Association.

CAMPGROUND OF THE ROCKIES ASSOCIATION, INC.
a Colorado nonprofit corporation,

By:

President

ATTEST:

Secretary

State of Colorado)

) ss.

County of _____)

The foregoing Declaration was acknowledged before me by Terry Balmer as President and by LARRY PAYNE, as Secretary, of Campground of the Rockies Association, Inc., a Colorado nonprofit corporation, on this 21st day of April, 2000.

My commission expires:

9-12-2001

Notary Public



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EXHIBIT A

THE PROPERTIES

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is all that certain plot, piece or parcel of land situate, lying and being in the County of Park and State of Colorado being more particularly bounded and described as follows:

TOWNSHIP 12 SOUTH, RANGE 77 WEST

SECTION 13; SW1/4 lying westerly of U.S. Highway #285.

SECTION 14; E1/2 and SW1/4 lying westerly of U.S. Highway #285.

SECTION 23; N1/2

SECTION 24; W1/2 NW1/4 lying westerly of U.S. Highway #285.

All in Park County, Colorado.