

**DECLARATIONS OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS**

FOR

**WESTERN UNION RANCH RECREATIONAL VEHICLE PARK
(CAMPGROUND OF THE ROCKIES RECREATIONAL VEHICLE RANCH)**

Declaration made as of this 29th day of June, 1979, by
THE WESTERN UNION RANCH, INC., A Colorado Corporation,
hereinafter referred to as " Developer ".

W I T N E S S E T H :

WHEREAS, Developer is the owner of real property described in this declaration which it desires to develop as a recreational vehicle campsite community under the name and style of "Western Union Ranch Recreational Vehicle Park" (R.V.Park).

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WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the development, installation, extension, operation and maintenance of services, private roads, fire protection, recreational lands and amenities, open spaces and other common facilities and amenities; and, to this end, desires to submit and subject the real property described in Article II to the covenants, restrictions, easements, assessments, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it necessary to create an entity to which should be delegated and assigned the powers of operating and owning the systems, maintaining and administering the community property and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the association fees, assessments and charges hereinafter created; and

WHEREAS, an Owners Association formed under the Nonprofit Corporation Laws of the State of Colorado will 'exercise the aforesaid Functions.

NOW, THEREFORE, the Developer, for itself, its successors, grantees, and assigns, declares that any portion of the real property described herein is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, assessments, charges and liens hereinafter set forth.

ARTICLE I

Definitions

The following words when used in this Declaration or any supplemental Declaration thereto shall, unless the context otherwise prohibits, have the meanings set forth below:

A. "Association or Corporation" shall mean and refer to the Owner's Association, a Colorado nonprofit corporation.

B. "The Properties" shall mean and refer to the real properties described in Article II.

C. "Common Properties" shall mean and refer to certain areas of land as shown on the attached site plan. Common Properties shall be created as shown on the site plan fry platted tract designation. Areas created as Common Properties by virtue of a platting shall be for the benefit of all Owners of Campsites. Common Properties shall also mean personal property belonging to the Association.

D. "Owner" Shall mean and refer to the purchaser of a campsite and CORA with respect to all unsold proposed Campsites. Each owner shall be a member of the Association. "Buyer" shall mean and refer to a purchaser of a Campsite, but, shall not mean or refer to CORA with respect to all unsold proposed Campsites.

E. "Site Plan" shall mean the site plan attached hereto which is the rough and generalized proposed plan to develop the properties into approximately 500 Campsites substantially as shown thereon. Said site plan has been approved as a preliminary plan by Park County, Colorado; provided that Developer may be required to make some minor modifications thereof for practical purposes or by law to meet the requirements thereof.

F. "Campsite" shall mean and refer to all Campsites for recreational vehicles situated within the Properties.

G. "Accessory Structure" shall mean any awning, or storage cabinet established for use by the occupants.

H. "Camping Vehicle" shall mean a self propelled or towed camping unit, or other vehicle used for temporary human occupancy. Maximum dimensions shall be 40 feet long and 8 feet wide exclusive of tipouts.

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

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

K. "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.

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

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

N. "Member" shall be an owner or contract purchaser of a lot or campsite. A person must be a member in good standing to have enjoyment rights and right of access to the real property described in Article II of this Declaration.

ARTICLE II

Property Subject to this Declaration

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is all of 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; SW $\frac{1}{4}$ lying westerly of U.S. Highway #285.

SECTION 14; E $\frac{1}{4}$ and SW $\frac{1}{4}$ lying westerly of U.S. Highway #285.

SECTION 23; N $\frac{1}{4}$

SECTION 24; W $\frac{1}{4}$ NW $\frac{1}{4}$ lying westerly of U.S. Highway #285.

All in Park County, Colorado.

ARTICLE III

Voting Rights in the Association

Voting rights in the Association shall be determined in accordance with its Articles of Incorporation and Bylaws.

ARTICLE IV

Property Rights in the Common Properties

Section 1. Owners, Easements of Enjoyment Subject to the provisions of Section 3 of this Article, every owner shall have a right and easement of enjoyment in and to the Common Properties forming a part of the R.v Ranch, whether now or thereafter made, and, such easement shall be appurtenant to and shall pass with the title of every Campsite.

Section 2. Title to Common Properties. When the Developer conveys legal title or any interest to the Common Properties now or hereafter developed and installed, whether by it or the Association, to the Association, such conveyance shall be subject to these covenants, restrictions, easements, charges and liens.

Section 3. Extent of Owners' Easement--. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association, as provided in the Articles of Incorporation and By-Laws to suspend the enjoyment rights and right of access on to the property described in Article II of any owner for nonpayment of any amount due the Association or for any infraction° of its Declaration, 'By-Laws, 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 rules and regulations cannot exceed 90 days and an owner accused of the violation must be given notice of the nature of the alleged violation and the opportunity to be heard by the Board prior to the suspension

B. The right of the Association to grant and reserve easements and rights-of-way, in, through, under, over, and across the Common Properties, for the installation, maintenance and inspection of lines and appurtenances for public or private water, electric, sewer, drainage, telephone, cable television, gas and other 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 Properties for the completion of CORA'S work or other purpose.

ARTICLE V

Easements

Section I. Easements. CORA does hereby establish and create for the benefit of the Association and for all Owners from time to time of Campsites in the R.V. Ranch, for the benefit of the Common Properties, and does hereby give, grant and convey to each of the aforementioned, the following easements, licenses, rights and privileges:

A. Rights-of-way for ingress to and egress from Campsites in, through, over, under, and across the streets, roads, trails, and walks in the R.V. Ranch and providing access thereto, and the Common Properties 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;

B. 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.

Section 2. Reservation of Easements. The Association reserves the easements, licenses, rights and privileges of a right-of-way, through, over, "under and across any easements shown on the 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 Properties and the easements within the Campsites 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.

ARTICLE VI

Covenants of Association Assessments, Dues, Charges, Fees and Liens.

Section 1. Buyers understand and agree: that payment of assessments, dues, charges and fees to the Association and full cooperation with Association decisions and policies are requirements concomitant with purchase; that periodic assessments, dues, charges and "fees will be required; that such periodic assessments, dues, charges and fees will be promptly paid when due; and that nonpayment of such assessments, charges, dues and fees will cause a recorded lien for the arrearage of such assessments, charges, dues and fees to be placed against the defaulting Buyers' Campsite or Campsites and may result in the suspension of membership rights. The Association may file for record a statement of lien for all delinquent payments.

ARTICLE VII

Covenants of use and Occupancy.

Section 1. All Campsites are subject to the Recreational Vehicle Campsite zoning regulations of Park County, Colorado. Campsite Owners should consult those regulations as to all use and occupancy of a Campsite.

Section 2. Service centers, waste stations and Common Properties for the 300 Dependent Campsites will be closed during the months of November, December, January, February and March of each year. No service for snow removal on roads and sites in this area will be provided.

Section 3. Use and occupancy of Campsites shall not be for a permanent residence and no recreational vehicle shall remain continuously on a Campsite for more than ten (10) months in any twelve (12) month period.

Section 4. Use and occupancy shall be in accordance with any Regulations promulgated by the Association.

ARTICLE VIII

Miscellaneous Covenants.

Section 1. MAINTENANCE. Campsites shall be maintained in good repair and overall appearance.

Section 2. NUISANCES. No nuisances shall be allowed upon the Campsite nor shall any unlawful use be made of the Campsite and all valid laws, zoning ordinances, and regulations shall be observed.

Section 3. REGULATIONS. Regulations promulgated by the Association shall be observed by the Members.

Section 4. WATER. Water supply is subject to the terms and conditions of the Decree in Case No. W-8109-75 in the District Court of Water Division No. 1, Greeley, Colorado, and of record in the office of the Clerk and Recorder, Park County, Colorado. The Association shall be empowered to enforce the terms and conditions of the water augmentation plan and court decree. No water shall be used for irrigation of lawns and gardens or for watering of livestock, except as allowed pursuant to the decree. The Campsites 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 the Buffalo Creek Reservoir. A statement of lien may be recorded against any Campsite for delinquent payments of any such charge.

Section 5. SEWAGE. Disposal of sewage on the Properties shall only be by and through the central sewage system constructed for the R.V. Park.

Section 6. VEHICLES AND USE THEREOF. No unlicensed road vehicles shall remain on a Campsite for more than ninety (90) days. Trail bikes, snowmobiles, all terrain vehicles, scooters, and the like, and motor vehicles will be used on designated roads and trails only. Drivers of motor vehicles shall obey speed and traffic control signs as posted by the Association.

Section 7. 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 R.V. Park 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 Campsite of the owner thereof, is within the sight and earshot of a person on the Campsite who is capable of summoning and controlling the pet, and when off the Campsite 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.

Section 8. FIREARMS: No hunting or discharge of firearms shall be allowed within the R.V. Park.

Section 9. GARBAGE AND REFUSE DISPOSAL. No Campsite 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 Campsites.

Section 10. CLEARING OF TREES. There shall be no removal of living trees from the properties except that which must be removed in connection with construction, landscaping, or that which is consistent with good conservation practices. All debris from construction and landscaping shall be removed or chipped.

Section 11. OUTDOOR FIRES. No outdoor fires will be permitted on the Properties unless such fires are in an enclosed concrete fire pit or in a charcoal grill. Grass and all other flammable material must be removed within a ten foot radius of any fire pit.

Section 12. ELECTRICAL SUPPLY. The National Electrical Code requires that no recreational vehicles shall have a power supply cord exceeding 30 feet in length. It is illegal to splice onto and/ or add to the length of the original equipment supply cord. See Article 551-13(b) of the national Electrical Code.

ARTICLE IX

General Provisions

Section 1. 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 Developer, the Association and the owners of Campsites within the R.V. Park; and any owner may grant the benefit of such easement, license, right or privilege to his tenants and guests and their immediate families for the duration of their visits, subject in the case of the Common Properties 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.

Section 2. Duration and Amendment. The covenants, restrictions, easements, charges and liens of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Associations any Member, any Owner, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, personal representatives, successors, and assigns, until December 31, 1999. After which time said covenants, restrictions, easements, charges and liens shall be automatically extended for successive periods of ten (10) years unless an instrument signed by fifty-five percent (55%) of the then owners and the owners of any land subject to this Declaration had been recorded agreeing to change said covenants, restrictions, easements° charges and liens in whole or in part. Notwithstanding the foregoing, rights-of-way for ingress and egress and the reservations of rights by the Developer shall be perpetual and run with the land unless abrogated by the unanimous written consent of the then Developer, Owners and owners of any land subject to this Declaration. Except for Articles VI, VII, VIII and IX, the Declaration may be amended at any time by the Developer so long as it retains any interest to any lands subject to this Declaration. Except for Articles VI, VII, VIII and IX, this Declaration may also be amended at any time by an instrument signed by seventy-five percent (75%) of all of the then Owners or owners of any land subject to this Declaration until December 31, 1999 and thereafter in a similar manner by fifty-five percent (55%) of all of the then Owners and owners of any land subject to this Declaration. Any amendment must be properly recorded to be effective.

Section 3. Disposition of Assets upon Dissolution of Association. Upon dissolution of the Association as provided in its Articles of Incorporation, its real and personal assets, including the Common Properties, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No such disposition of the Association Properties shall be effective to divest or diminish any right or title vested in any Owner under this Declaration.

Section 4. Sale of Developer's Interest. In the event of a sale or conveyance of all of the right, title and interest of the Developer in and to its property, Developer shall be released from further obligation hereunder in respect to the property so conveyed, and the purchasing party shall assume the position of Developer herein and be bound by the Developer's obligations herein contained. The Developer may assign any and all of its rights, powers, obligations and privileges under this instrument to any other corporation, association or person.

Section 5. Administration. The Administration of the Association shall be in accordance with the provisions of the Association's Articles of Incorporation and By-Laws.

Section 6. Severability. Invalidation of any of the provisions of this Declaration by Judgment or court order shall in nowise affect any of the remaining provisions hereof, and the same shall continue in full force and effect.

Section 7. Enforcement. Enforcement of this Declaration shall be by proceedings in law or in equity either to restrain violation or to recover damages.

IN WITNESS WHEREOF, the said Developer-has hereunto set its hand and seal on the date first set forth above.

THE WESTERN UNION RANCH, INC.

BY: s/t D. Henry Northington, President

NOTE: These Declarations were revised 1-7-94 and include the changes incorporated by the following Amendments:

First Amendment, dated 11/15/73 - Recorded Book 306, Pg 110

Second Amendment, dated 6/12/81 - Recorded BOOK 326, Pg 838

Third Amendment, dated 3/31/88 - Recorded Book 423, Pg 38