

**CONSOLIDATED AND
AMENDED AND RESTATED DECLARATION OF
PROTECTIVE COVENANTS
FOR
WILDWOOD RECREATIONAL VILLAGE**

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**CONSOLIDATED AND AMENDED AND RESTATED DECLARATION OF PROTECTIVE
COVENANTS FOR
WILDWOOD RECREATIONAL VILLAGE**

**THIS CONSOLIDATED AND AMENDED AND RESTATED DECLARATION OF
PROTECTIVE COVENANTS FOR WILDWOOD RECREATIONAL VILLAGE is made on
this _____ day of _____, 20_____.**

RECITALS

**This Consolidated and Amended and Restated Declaration of Protective Covenants for
Wildwood Recreational Village (“Consolidated Declaration”) is made in contemplation of the
following facts and circumstances:**

**A. On August 9, 1978, Declarant, Jaylen, Inc., (“Declarant”), caused to be recorded for
Filing No. 1, the Declaration of Protective Covenants Wildwood Recreational Village Park
County, Colorado at Book 282, Page 475, Reception Number 260236 in the office of the Clerk
and Recorder of Park County, Colorado.**

**B. On April 10, 1979, Declarant, Jaylen, Inc., (“Declarant”), caused to be recorded the
Declaration of Protective Covenants Wildwood Recreational Village Filing No. 3 Park County,
Colorado at Book 293, Page 995, Reception Number 271237 in the office of the Clerk and
Recorder of Park County, Colorado.**

**C. On August 19, 1980, Declarant, Jaylen, Inc., (“Declarant”), caused to be recorded the
Declaration of Protective Covenants Wildwood Recreational Village Filing No. 2 Park County,
Colorado at Book 314, Page 493, Reception Number 289117 in the office of the Clerk and
Recorder of Park County, Colorado.**

**D. On October 3, 1983, Declarant, Jaylen, Inc., (“Declarant”), caused to be recorded the
Declaration of Protective Covenants Wildwood Recreational Village Filing No. 4 Park County,
Colorado at Book 360, Page 375, Reception Number 325540 in the office of the Clerk and
Recorder of Park County, Colorado.**

**E. On September 25, 1980, Declarant, Jaylen, Inc., (“Declarant”), to facilitate the
development of campsites on Lot 216, caused to be recorded the Declaration of Restrictions Lot
216 Wildwood Recreational Village, Filing No. 1 Park County Colorado, at Book 316, Page 149,
Reception Number 290604 in the office of the Clerk and Recorder of Park County, Colorado.**

**F. With the exception of the Declaration of Restrictions set forth in Recital E above, the
recording of the Declarations referenced above in Recitals A through D (the “Declarations of
Protective Covenants”), each created restrictive covenants regulating separate filings in the
Community.**

**G. Notwithstanding the fact that the Declarations of Protective Covenants regulate
separate filings in the Community, all of the filings are governed, managed and operated by
Wildwood Recreational Village Owners Association.**

H. The following real property is subject to the terms of this Consolidated Declaration: All property located within: Wildwood Recreational Village Filing No.1, Wildwood Recreational Village Filing No.2, Wildwood Recreational Village Filing No.3, Wildwood Recreational Village Filing No.4., according to the plats thereof in the office of the Clerk and Recorder of Park County, Colorado and any amendments thereto (hereafter collectively referred to as the "Property"), and that property described in Exhibit A of this Consolidated Declaration which is attached hereto and incorporated by this reference.

I. Owners of not less than sixty-five percent (65%) of the Lots subject to each of the Declarations of Protective Covenants designated in Recitals A, B, C and D above, desire to amend and restate their applicable Protective Covenants in their entirety in this Consolidated Declaration for the following purposes:

- i. to clearly reference the Water Augmentation Plan in order to facilitate Owner compliance with applicable provisions;
- ii. to protect and enhance the property values in the Association;
- iii. to promote the quiet enjoyment of Lots in the Association by Owners and residents occupying those Lots; and
- iv. to update the terms, covenants, conditions, restrictions, and obligations imposed on the real property subject to the Protective Covenants so as to comply with current Colorado law and provide for responsible governance of the Association.

J. It is the intent of the Owners to consolidate all of Declarations of Protective Covenants described above into this single Consolidated Declaration in order to manage and maintain Wildwood Recreational Village as a single cohesive and harmonious common interest community with one set of protective covenants and to thereby clarify use restrictions, maintenance responsibilities and assessment allocations.

Now Therefore, the Declarations of Protective Covenants described above, and all supplements and amendments thereto, are superceded in their entirety and consolidated into this single Consolidated Declaration. Upon recording of this Consolidated Declaration, the Property subject to the Declarations of Protective Covenants described above, shall be held and conveyed subject to the following covenants, conditions, restrictions, easements, terms, and provisions, which shall run with such properties and be binding on all parties having any right, title, or interest therein or any part thereof, their heirs, personal representatives, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1
DECLARATION AND SUBMISSION

Section 1.1 Amendment and Declaration. Owners of not less than sixty-five percent (65%) of the Lots subject to each of the Declarations of Protective Covenants identified in Recitals A, B, C and D above, hereby adopt this Consolidated Declaration, and declare that the Property described in the Plats and Exhibit A shall be held, sold and conveyed subject to the terms, conditions, covenants, restrictions and easements contained in this Consolidated Declaration, which shall run with the land and be binding on all parties and the heirs, successors and assigns of parties having any right, title or interest in all or any part of the Property. The Declarations of Protective Covenants are superseded in entirety by this Consolidated Declaration.

ARTICLE 2
DEFINITIONS

Section 2.1 Act. The Colorado Common Interest Ownership Act, as it may be amended from time to time.

Section 2.2 Allocated Interests. The Common Expense liability and votes in the Association, allocated to Lots in the Common Interest Community. The formulas for the Allocated Interests are as follows:

2.2.1 Common Expense Liability. Unless otherwise specified in this Consolidated Declaration, each Lot's share of the Common Expense liability is determined by the percentage equivalent to a fraction, the numerator of which shall be one and the denominator of which shall be the total number of Lots in the Community. At the time of recording of this Consolidated Declaration, the total number of Lots in the Community is 467. The number of Lots in the Community for purposes of determining the common expense liability, regardless of whether there is an amendment to the original Plats as recorded which either subdivides or combines existing Lots, shall only be revised by amendment to this Consolidated Declaration.

2.2.2 Votes. The Owners of each Lot shall be entitled to one vote for each Lot owned in the Community. At the time of recording of this Consolidated Declaration, the total number of Lots in the Community is 467. The number of Lots in the Community for purposes of determining the number of votes in the Association, regardless of whether there is an amendment to the original Plats as recorded which either subdivides or combines existing Lots, shall only be revised by amendment to this Consolidated Declaration.

Section 2.3 Architectural Review Committee. The committee appointed by the Board to review and approve or disapprove plans for Improvements submitted by any Owner, as more fully provided for in Article 9 of this Consolidated Declaration.

Section 2.4 Articles of Incorporation. The Articles of Incorporation of the Association as they may be amended from time to time.

Section 2.5 Assessments. The Annual, Special, Specific and Default Assessments levied pursuant to Article 8 below.

Section 2.6 Association. The Wildwood Recreational Village Owners Association, a Colorado nonprofit corporation.

Section 2.7 Association Documents. The Consolidated Declaration and Plats, the Articles of Incorporation, Bylaws, design guidelines, and the Rules as they be amended from time to time.

Section 2.8 Board of Directors or Board. The Board of Directors of the Association duly elected pursuant to the Bylaws of the Association; the "Executive Board" as the term is used in the Act.

Section 2.9 Bylaws. The Bylaws of the Association, as they may be amended from time to time.

Section 2.10 Common Elements. Any real property within the Community owned or leased by the Association, or which the Association has a right to use or occupy, other than a Lot. The Common Elements include all improvements located thereunder, therein or thereon and shall include, but not be limited to, the caretaker's house, pavilion, real estate utilized for the storage of trailers and the lake. The Common Elements are incorporated herein by this reference.

Section 2.11 Common Expenses. The expenditures made or liabilities incurred by or on behalf of the Association, together with allocations to reserves. Common Expenses shall include, but not be limited to:

2.11.1 Expenses relating to acquisition of, maintenance, repair, replacement or restoration of any Common Elements;

2.11.2 Expenses relating to acquisition, maintenance, repair, replacement or restoration of personal property owned or leased by the Association;

2.11.3 Expenses of maintenance, repair, replacement or restoration of any landscape improvements owned by, or located in rights of way owned by Park County, Colorado but undertaken by the Association;

2.11.4 Expenses of administration, management or operation of the Association;

2.11.5 Expenses declared to be Common Expenses by the Documents or by the Act;

2.11.6 Such reasonable reserves as may be established by the Board for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held or maintained by the Association, or for shortfalls in operating expenses, or to provide for insurance deductibles;

2.11.7 Expenses incurred by the Association in administering and complying with the terms of the Water Augmentation Plan; and

2.11.8 Expenses determined by the Board to be Common Expenses.

Section 2.12 Community. The real property subject to this Consolidated Declaration.

Section 2.13 Consolidated Declaration. This document, including any amendments and Plats.

Section 2.14 County. The County of Park, State of Colorado.

Section 2.15 Director. A member of the Board of Directors.

Section 2.16 Energy Efficiency Measure. A device or structure that reduces the amount of energy derived from fossil fuels that are consumed by a residence located on the real property and as specifically described under the Act.

Section 2.17 Good Standing. An Owner who is no more than thirty (30) days late in the payment of any Assessments, and who has none of his, her or its membership privileges suspended is classified as a Member in Good Standing.

Section 2.18 Improvements. Any building, structure, fixture, landscaping or facilities existing or to be placed on a Lot, or changes, alterations, modifications, expansions, or additions to any of the foregoing, or any change of exterior appearance, finish material, color or texture. Improvements include but are not limited to: the Residence, outbuildings, patios, patio covers, awnings, painting or other finish materials on any visible structure, additions, walkways, garages, carports, driveways, fences, screening walls, retaining walls, stairs, decks, drainage facilities, exterior light fixtures, poles, or permanently installed recreational or sporting equipment or structures. Improvements shall not include changes, alterations, or modifications to the interior of a Residence.

Section 2.19 Lot. Each platted lot which is a physical portion of the Community, other than Common Elements, the boundaries of which are described on the Plat. The term "Lot" as used in this Consolidated Declaration is synonymous with the term "Unit" as the latter term is used in the Act.

Section 2.20 Member. Any person or entity that holds membership in the Association.

Section 2.21 Owner. Any Person who is the owner of record of the fee simple title to any Lot, but not a Mortgagee.

Section 2.22 Permitted User. (i) Any person who resides with an Owner within the Community; (ii) a guest or invitee of an Owner; or (iii) an occupant or tenant of a Residence, and any member of his or her household, or a guest, invitee or cohabitant of any such person.

Section 2.23 Person. A natural person, corporation, trust, partnership, limited liability company, association, joint venture, government subdivision or agency or other legal entity.

Section 2.24 Plat. The plats for the Community, recorded in the office of the Clerk and Recorder of Park County, Colorado, as they may be amended from time to time, are as follows: Wildwood Recreational Village Filing No. 1, Park County, recorded on August 9, 1978, at

Reception Number 260237; Wildwood Recreational Village Filing No. 3, Park County, recorded on February 6, 1979 at Reception No. 268975; Wildwood Recreational Village Filing No. 2, Park County, recorded on August 19, 1980, at Reception Number 289120; and Wildwood Recreational Village Filing No. 4, Park County, recorded on October 17, 1983 at Reception Number 325541.

Section 2.25 Property. The real property described in Exhibit A attached hereto and incorporated herein by this reference.

Section 2.26 Residence. The residence constructed on each Lot, and any replacement of such residence, including patios, decks, basements and garages, if applicable. The requirements relating to the construction of any new residence shall be set forth in the Guidelines as provided for in Section 9.2 of the Consolidated Declaration.

Section 2.27 Rules. Rules, regulations, policies, procedures and guidelines adopted and amended from time-to-time by the Board of Directors.

Section 2.28 Water Augmentation Plan. The terms and conditions of the Findings of Fact, Conclusions of Law and Decree Modifying Water Rights and Approving Plan of Augmentation, Case No. W-8574 (77), approved by the District Court for Water Division No. 1 on August 1, 1978, and the subsequent Findings of Fact, Conclusions of Law, and Decree Modifying Water Right and Modifying Plan of Augmentation, Case No. W-8574 (77) approved by the District Court for Water Division No. 1 on September 9, 1983.

ARTICLE 3 THE COMMUNITY AND ASSOCIATION

Section 3.1 The Community. The name of the Community is Wildwood Recreational Village. It is a planned community.

Section 3.2 The Association. The name of the Association is the Wildwood Recreational Village Owners Association.

Section 3.3 Maximum Number of Lots. The maximum number of Lots in the Community is 467.

Section 3.4 Identification of Lots. The identification number of each Lot is shown on the Plat.

Section 3.5 Lot Boundaries. The boundaries of each Lot are located as shown on the Plat.

Section 3.6 Property Zoning. All Lots and Common Elements located within the Association have been zoned by Park County and said zoning is contained in the Park County Zoning Maps, as may be amended from time to time. At the time this Consolidated Declaration was recorded, the Zoning in the Association was as follows: Filings 1, 2, and 4 - "R" (Residential) and Filing 3 - R-20 (Residential Estate).

**ARTICLE 4
THE COMMON ELEMENTS**

Section 4.1 Title to the Common Elements. The Common Elements are owned or leased by the Association.

Section 4.2 Owners' Easements. Every Owner shall have a nonexclusive right and easement for use for all other allowed purposes, in and to the Common Elements, and such easement shall be appurtenant to and shall pass with the title to every Lot. Any Owner may delegate their right of enjoyment to the Common Elements and facilities to the members of their family, their Permitted Users, or contract purchasers who reside in their Residence. No Owner shall make any addition or other alteration to any portion of the Common Elements, no matter how minor, without the express written consent of the Board, which consent may be withheld in the Board's sole and absolute discretion.

Section 4.3 The Association's Rights. The rights of each Owner in the Common Elements shall be subject to the following rights of the Association:

4.3.1 The right to improve the Common Elements, and to borrow money for such purposes and to mortgage the Common Elements as security for any such loan; provided, however, that the Association may not subject any portion of the Common Elements to a Mortgage unless such is approved by Members to whom at least sixty-seven percent (67%) of the votes in the Association are allocated.

4.3.2 To convey or dedicate all or any part of the Common Elements to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members to whom at least sixty-seven percent (67%) of the votes in the Association are allocated. The granting of permits, licenses and easements for public utilities or for other purposes consistent with the intended use of such Common Elements shall not be deemed a conveyance or dedication within the meaning of this clause.

4.3.3 To adopt, amend or repeal Rules governing the use of the Common Elements, and enforce penalties and sanctions for the infraction thereof.

4.3.4 To take such steps as are reasonably necessary to maintain, repair, replace, restore or protect the Common Elements.

4.3.5 To close or limit the use of the Common Elements temporarily while maintaining, repairing, making replacements to or restoring the Common Elements.

Section 4.4 Exemption From The Association's Rights. The Common Elements are exempt from the obligations imposed by Articles 8 and 9 of this Declaration.

**ARTICLE 5
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

Section 5.1 Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Membership shall terminate on transfer of a fee simple title by the Owner.

Section 5.2 Voting Rights. The Association shall have one class of voting membership consisting of all Owners. Members shall be entitled to one vote for each Lot owned. If more than one person holds such interest, the vote for such Lot shall be exercised as the persons holding such interest shall determine between themselves, provided that in no event shall more than one vote be cast with respect to any Lot. The total number of votes which may be cast in connection with any matter shall not exceed the total number of Lots in the Community. Except as otherwise provided for in this Consolidated Declaration or the Bylaws, each Member shall be entitled to vote in matters affecting the Association. No Owner shall be entitled to vote in any matter who is not in Good Standing with the Association. All Owners in Good Standing shall be entitled to vote in accordance with the provisions of this Consolidated Declaration and the Bylaws.

Section 5.3 Board of Directors. The affairs of the Association shall be managed by the Board of Directors. Except as otherwise provided in this Consolidated Declaration or the Bylaws, the Board of Directors may act in all instances on behalf of the Association. The number, term and qualifications of the Board of Directors shall be fixed in the Articles of Incorporation and the Bylaws.

Section 5.4 Address of Association. The address of the Association for purposes of receiving notices required by Colorado law, including without limitation, notices of foreclosure, shall be the address of the Association's principal place of business on file with the Colorado Secretary of State, as such address may be changed from time to time.

**ARTICLE 6
DUTIES AND POWERS OF THE ASSOCIATION AND BOARD**

Section 6.1 Duties and Powers of the Association. The Association has been formed for the purpose of facilitating the Water Augmentation Plan, protecting and enhancing the property values in the Association, protecting and preserving the use and quiet enjoyment of their property and the Community by all Members of the Association and to further the common interests of the Members. The Association, acting through the Board or persons to whom the Board has delegated such powers, shall have the duties and powers set forth in this Article 6 and, in general, the power to do anything that may be necessary or desirable to further the common interests of the Members, and to maintain, improve and enhance the health, safety, value, attractiveness and desirability of the Community. Without in any way limiting the general scope of the foregoing, the Association shall have the following specific duties and powers:

6.1.1 Duty to Manage and Care for Common Elements. The Association shall have the power to acquire, regulate the use of, manage, operate, care for, maintain, repair and

replace all Common Elements and keep the same in a safe, attractive and desirable condition.

6.1.2 **Duty to Maintain Insurance.** The Association may, in exercising its business judgment, obtain and keep in full force and effect at all times insurance coverage in accordance with Article 11 of this Consolidated Declaration.

6.1.3 **Duty as to Budgets.** The Association shall determine Common Expenses and adopt and amend budgets for revenues, expenditures and reserves and collect Assessments as elsewhere provided in this Consolidated Declaration.

6.1.4 **Duty to Levy and Collect Assessments.** The Association shall levy and collect Assessments as elsewhere provided in this Consolidated Declaration.

6.1.5 **Duty to Keep Records.** The Association shall keep current copies of the Association Documents and the books, records and financial statements of the Association. The Association shall make available to Owners or their designated representatives, for inspection, upon request, during normal business hours or under other reasonable circumstances, copies of the Association records as required by the Act.

6.1.6 **Duty to Maintain Register of Addresses and Notify of Address Change.** The Association shall maintain a register of addresses which contains the address of each Owner, the physical mailing address at which the Association communicates with the Owner and the number of votes each Owner is entitled to cast. The initial address for each Owner in the register of addresses shall be the address for such Owner provided by the Owner to the Association, or, if no such address is provided, the address of the Lot of such Owner. Any Owner may change his/her or its address in the register of addresses by giving notice to the Association of a new address in accordance with Section 17.6, and the Association shall update the register of addresses in accordance with any such notice. The Association shall provide the address for each Owner as listed in the register of addresses to any Member who requests such information as may be required by the Act. The Association shall have no liability to any Person for providing the address as listed in the register of addresses, regardless of whether such address is correct or whether any director, officer, employee or agent of the Association has knowledge, actual or imputed, that the address in the register of addresses is not correct.

6.1.7 **Power to Adopt Bylaws and Rules.** The Association may adopt, amend, repeal and enforce Bylaws and such Rules as may be deemed necessary or desirable with respect to the interpretation and implementation of this Consolidated Declaration, the operation of the Association, the use and enjoyment of Common Elements or Lots, and otherwise for the benefit of the Community and the Owners. Any such Rules shall be reasonable and not arbitrary or capricious. Each Member shall comply with such Rules and shall see that Permitted Users of such Member comply with the Rules. Rules shall have the same force and effect as if they were set forth in and were part of this Consolidated Declaration. In the event of conflict between the Rules and the provisions of this Consolidated Declaration, the provisions of this Consolidated Declaration shall prevail.

6.1.8 Power to Enforce Association Documents. The Association shall have the power to enforce the provisions of the Association Documents, and shall take such action as the Board deems necessary or desirable to cause compliance by each Member and the Permitted Users. This power shall include, but not be limited to, the power to impose charges for late payment of Assessments, recover reasonable attorney's fees and other legal costs for collection of Assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated; after notice and opportunity to be heard, levy reasonable fines for violations of the Association Documents and impose other sanctions, including suspension of voting privileges. However, no notice or opportunity to be heard shall be required to suspend the rights of a Member due to such Member's failure to timely pay any Assessment.

6.1.9 Power to Make Contracts and Incur Liabilities. The Association shall have the power to enter into, make, perform or enforce any contracts, leases, agreements, licenses, easements and rights-of-way, including without limiting the foregoing, leases, licenses, easements and rights-of-way over, under and on any Common Elements, and incur liabilities for any purposes the Board may deem to be useful, beneficial or otherwise appropriate.

6.1.10 Power to Employ Managers. The Association shall have the power, but not the obligation, to retain and pay for the services of a manager, employees, agents and independent contractors to undertake any of the management or other functions for which the Association has responsibility under this Consolidated Declaration to the extent deemed advisable from time to time by the Board, and may delegate any of its duties, powers or functions to the manager, employees, agents or independent contractors.

6.1.11 Power to Commence and Maintain Legal Actions. The Association shall have the power to commence and maintain, defend or intervene in litigation, arbitration and administrative proceedings in its own name on behalf of itself or two or more Owners regarding such issues and against such parties as may be deemed appropriate by the Board and as may be permitted under the Act. In determining whether to commence or maintain legal actions, the Board shall exercise its reasonable judgment, considering, without limitation, the likelihood of success, the impact, if any which such action may have upon the market values of the Lots, the cost of pursuing the action including attorneys' fees and expert fees, the resources of the Association and whether a special assessment or depletion of reserves will be required in connection or as the result of such an action.

6.1.12 Power to Acquire, Modify and Improve Common Elements. The Association shall have the power to acquire, modify, alter, or improve the Common Elements and cause additional improvements to be made as a part of the Common Elements.

6.1.13 Power to Provide Special Services for Members. The Association shall have the power to provide services to a Member or group of Members. Any service or services to a Member or group of Members shall be provided pursuant to an agreement in writing, which shall provide for payment to the Association by such Member or group of Members of the costs and expense which the Association incurs in providing such services, including a fair share of the overhead expenses of the Association, and shall

contain provisions assuring that the obligation to pay for such services shall be binding upon any heirs, personal representatives, successors and assigns of the Member or group of Members, and that the payment for such services shall be secured by a lien on the Lots of the Member or group of Members and may be collected in the same manner as an Assessment, or, if the written agreement so provides, in installments as part of the Assessments.

6.1.14 Power to Borrow Money and Mortgage Property. The Association shall have the power to borrow money from reserves or from an appropriately insured financial institution and assign its future income, including its right to receive Assessments, upon resolution of the Board. The Association shall have the power to encumber, in the name of the Association, any right, title or interest in personal property owned by the Association.

6.1.15 Power to Indemnify. The Association shall have the power to provide for the indemnification of its officers and Board.

6.1.16 General Corporate Powers. The Association shall have all of the ordinary powers and rights of a Colorado nonprofit corporation formed under the Act as it applies to common interest communities formed before July 1, 1992, and the Nonprofit Act. The Association shall also have the power to do and perform any and all acts which may be necessary or desirable for the governance and operation of the Association.

6.1.17 Duty to Ensure Compliance With the Water Augmentation Plan. The Association shall have the power, but not the obligation, to take any and all action it deems appropriate and necessary to ensure that every Owner of a Lot subject to the Water Augmentation Plan complies with the applicable requirements of the Water Augmentation Plan. Any costs associated with such action, shall be assessed against the non-compliant Owner of a Lot as a Specific Assessment or against the owner or operator of the subject commercial enterprise.

Section 6.2 Powers of the Board. Except for such rights as are expressly reserved to the Members in this Consolidated Declaration or in the Bylaws, the Board shall have the power to, and may act in all instances on behalf of the Association.

ARTICLE 7 MAINTENANCE

Section 7.1 Association Maintenance Responsibilities. In the event the Association acquires or leases Common Elements, the Association shall manage, operate, insure, maintain, repair and replace all of the Common Elements and any improvements located on the Common Elements, including without limitation, entry signage and monumentation, and any drainage structure or facility or other public improvements required by local governmental entities under Section 38-33.3-307(1.5) of the Act, and any other improvements required by local governmental entities to be maintained by the Association regardless of ownership. Further, the Association may provide such other maintenance, repair and replacement as the Board deems appropriate from time to time, including without limitation, publicly-dedicated property (including trails and walkways) and improvements located thereon.

Section 7.2 Owners' Maintenance Responsibilities. Each Owner shall maintain, repair and replace, at their own expense, all portions of their Lot, and the Improvements constructed on their Lot. Any Improvement which has been changed, altered or modified by or for an Owner or occupant of a Residence shall be maintained, repaired and replaced by such Owner to the extent of the change, alteration or modification.

Section 7.3 Responsibility for Expense of Certain Repairs. In the event that the need for maintenance, repair or replacement of the Common Elements is caused by the act or omission of an Owner, or by the act or omission of any Permitted User, the cost of such repair, maintenance, replacement or expense to avoid or mitigate such damage shall be the personal obligation of such Owner.

Section 7.4 Non-Interference with Grade and Drainage. No Owner shall in any way interfere with or obstruct the established drainage pattern over such Owner's Lot in any way that would affect the Common Elements or other Lots.

ARTICLE 8 ASSESSMENT AND COLLECTION OF COMMON EXPENSES

Section 8.1 Purpose of Common Expenses. The Common Expenses of the Association may be used to promote the recreation, health, safety and welfare of the residents of the Community and for all of those purposes and activities which may be required of the Association or which the Association may be empowered to undertake pursuant to the Association Documents, or by law.

Section 8.2 Personal Obligation. Each Owner, is obligated to pay to the Association (i) the Annual Assessments; (ii) Special Assessments; (iii) Specific Assessments; and (iv) Default Assessments. Each Assessment against a Lot is the personal obligation, jointly and severally, of the Owner(s) at the time the Assessment became due and shall not pass to successors in title unless they agree to assume the obligation. No Owner may exempt himself from liability for the Assessment by abandonment of his Lot or by waiver of the use or enjoyment of all or any part of the Common Elements. All Assessments shall be payable in accordance with the levy thereof, and no offsets or deductions to the Assessments shall be permitted for any reason including, without limitation, any claim that the Association or the Board is not properly exercising its duties and powers under the Association Documents. The obligation for such payments by each Owner, jointly and severally, to the Association is an independent covenant with all amounts due, from time to time, payable in full when due without notice or demand except as otherwise expressly provided in the Association Documents. Suit to recover a money judgment for unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, and all reasonable attorneys' fees in connection with such a suit shall be maintainable without foreclosing or waiving the Assessment lien provided in this Consolidated Declaration.

Section 8.3 Budget. On a yearly basis, at a time which shall be determined by the Board of Directors, the Board shall adopt a Common Expense budget for the Community. At the time the annual billing for assessments is sent to the Owners of Lots, a copy of the Common Expense budget adopted by the Board for the Community shall be mailed, by ordinary first-class mail, or otherwise delivered to all of the Owners of Lots.

Section 8.4 Annual Assessments. Annual Assessments made for Common Expenses shall be based upon the adopted budget. The Board shall levy and assess the Annual Assessments to each Owner in accordance with the Allocated Interests in effect on the date of the Annual Assessment. The Board reserves the right to allocate all expenses relating to fewer than all of the Lots to the owners of those affected Lots only. Annual Assessments shall be payable in advance monthly or on such other basis as may be determined by the Board, and shall be due on the first day of each period. The omission or failure of the Association to fix the Annual Assessments for any assessment shall not be deemed a waiver, modification or release of the Owners from their obligation to pay the same.

Section 8.5 Special Assessments. In exercise of its reasonable business judgment, and as may be necessary from time to time, the Board of Directors has the express authority to levy a Special Assessment against all of the Lots in the Association.

Section 8.6 Specific Assessments. The Board may levy the following Specific Assessments exclusively against the Lots benefitted, and such Specific Assessment shall be due and payable as established by the Board, and are exempt from any voting requirements by the membership required for Annual Assessments or Special Assessments:

8.6.1 Any insurance premium increase attributable to one or more particular Lots by virtue of activities in or construction of the Lot shall be assessed against such Lots.

8.6.2 Any expense incurred by the Association caused by the misconduct of an Owner or Permitted User may be assessed exclusively against that Owner's Lot.

8.6.3 Fees, including attorney fees, charges, taxes, impositions, late charges, fines, collection costs and interest charged against an Owner pursuant to the Documents and the Act may be assessed against that Owner's Lot.

8.6.4 Any and all costs incurred by the Association related to an Owner failing to comply with the terms of the Water Augmentation Plan.

8.6.5 Any and all costs incurred by the Association as a result of the Association taking action against an Owner for failing to comply with the Water Augmentation Plan.

Section 8.7 Default Assessments. All monetary fines and other enforcement costs assessed against an Owner pursuant to the Association 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, including without limitation attorneys' fees incurred by the Association, shall be a Default Assessment.

Section 8.8 Effect of Nonpayment. Any Assessment or installment, whether pertaining to any Annual, Special, Specific or Default Assessment, which is not paid when due shall be delinquent. If an Assessment becomes delinquent, the Association, in its sole discretion, may take any or all of the following actions:

- 8.8.1 If the delinquency continues for a period of ten (10) days, assess a late charge for each delinquency in such amount as the Association deems appropriate;
- 8.8.2 If the delinquency continues for a period of thirty (30) days, proceed in accordance with the Association's collection policy and assess an interest charge, in arrears, from the due date until paid at the yearly rate of eighteen percent (18%) per year or at such lesser rate as may be determined from time to time by the Board;
- 8.8.3 Suspend the voting rights of the Owner during any period of delinquency;
- 8.8.4 Accelerate all remaining Assessment installments so that unpaid assessments for the remainder of the fiscal year shall be due and payable at once;
- 8.8.5 Bring an action at law against any Owner personally obligated to pay the delinquent Assessments;
- 8.8.6 Proceed with foreclosure as set forth in more detail below; and
- 8.8.7 Suspend any of the Owner's membership privileges.

Section 8.9 Assessment Lien. Assessments chargeable to any Lot shall constitute a lien on such Lot when the Assessment becomes due. If an Assessment is payable in installments, each installment is a lien from the time it becomes due, including the due date set by any valid acceleration of installment obligations. Such lien will be subject to the provisions of Colorado Revised Statutes, Section 38-33.3-316.

Section 8.10 Maintenance Accounts: Accounting. If the Association delegates powers of the Board or its officers relating to collection, deposit, transfer or disbursement of Association funds to other persons or to a manager, then such other persons or manager must (i) maintain all funds and accounts of the Association separate from the funds and accounts of other associations managed by the other person or manager, (ii) maintain all reserve accounts of the Association separate from the operational accounts of the Association, and (iii) provide to the Association no less than once per quarter an accounting for the previous quarter. In addition, the Association shall obtain an annual accounting and financial statement of Association funds (on either a review or audit basis, at the Association's discretion) and annual tax returns prepared by a certified public accountant.

Section 8.11 Surplus Funds. Any surplus funds of the Association remaining after payment of or provision for Common Expenses and any prepayment of or provision for reserves shall be retained by the Association as reserves, or credited to Owners to reduce their future Annual Assessments, at the Board's discretion, and need not be refunded to the Owners.

ARTICLE 9 ARCHITECTURAL REVIEW COMMITTEE

Section 9.1 Written Approval of Plans Required.

9.1.1 No Improvements shall be constructed, erected, placed, planted, applied or installed upon any Lot unless plans and specifications for the improvements shall have been first submitted to and approved in writing by the Architectural Review Committee. Such plans and specifications shall show exterior design, height, materials, color, and location and type of the Improvements, as well as such other materials and information that may be required by the Architectural Review Committee. The Architectural Review Committee shall exercise its reasonable judgment to the end that all Improvements conform to and harmonize with the existing surroundings, residences, landscaping and structures and maintain or improve the value of the Lots.

9.1.1.1 Each Lot in the Association shall be used only for a single family residential dwelling, and each such dwelling shall have a minimum of 600 square feet of ground floor living space. All Lots in the Association (excluding recreational vehicle campsites, pastures, Common Elements, greenbelts, and other recreational areas designated on the Plat or Plats) are zoned in accordance with the Park County Land Use Regulations (LURs), as may be amended from time to time, and said LURs shall govern the construction of any detached garages or accessory buildings. Each Lot Owner shall consult the applicable LURs, in effect at the time, for specific zoning uses and restrictions prior to any construction.

9.1.1.2 No building, including eaves, steps, open porches, and attached or unattached accessory structures, shall be installed on any Lot within fifty feet of any Lot line. No building or other structure shall be erected on any land designated as a flood plain on the recorded Plat or upon any land classified under State regulations as "Soils Unit 25 (defined generally as black, damp or boggy soils)."

9.1.2 In addition to the required approvals of the Architectural Review Committee as provided in this Article, the construction, erection, addition, deletion, change or installation of any Improvements shall also require the applicant to obtain the approval of all governmental entities with jurisdiction over such Improvements, and issuance of all required permits, licenses and approvals by such entities.

9.1.3 Notwithstanding any provision of this Consolidated Declaration to the contrary, installation or use of Energy Efficiency Measures may be regulated by the Architectural Review Committee for the purposes of imposing reasonable aesthetic provisions that govern the dimensions, placement, or external appearance of an Energy Efficiency Measure. In creating reasonable aesthetic provisions, the Architectural Review Committee shall consider (i) the impact on the purchase price and operating costs of the energy efficiency measure; (ii) the impact on the performance of the energy efficiency measure; and (iii) the criteria contained in this Consolidated Declaration and any guidelines adopted by the Board as provided herein.

9.1.4 No request for approval of an Improvement shall be considered by the Architectural Review Committee, unless the Owner of the Lot on which the Improvement is requested is current in the payment of all Assessments to the Association.

Section 9.2 Guidelines. The Board may, from time to time, adopt, promulgate, amend or otherwise revise guidelines, standards, rules and regulations and procedures governing architectural review for the purposes of further enhancing, defining, or interpreting what items or Improvements, are covered by this Article 9, and providing for changes in technology, industry standards, style, materials, safety issues, consistency with updated building codes or other laws or ordinances, or for any other reason that the Board deems to be proper, necessary or in the best interests of the Community. In determining what is in the best interests of the Community, the Board may, but shall not be required to, solicit input from: (i) Owners whose Lots are near a proposed Improvement or item to be placed on a Lot; or (ii) from the entire Community. The Board of Directors shall not be bound by such input but shall use its best judgment in approving or disapproving the proposed improvement or item. Any guidelines, standards, rules and regulations, procedure or amendment thereto, shall apply to construction, additions, modifications, installations or items placed on a Lot occurring after the date such guidelines, standards, rules and regulations, procedures or amendments are published or otherwise made available to all Owners.

Section 9.3 Membership of Committee. The Architectural Review Committee, which shall be chaired by a member of the Board of Directors, shall consist of three (3) or more persons appointed by the Board. The power to appoint shall include the power to fill any vacancy and remove any member of the Architectural Review Committee, with or without cause, at any time, and appoint a successor to serve on the Committee. However, any member of the Architectural Review Committee who is removed by the Board shall have a right to appeal such removal to the Board. Each such appointment may be made for such term of office, subject to the aforesaid power of removal, as may be set from time to time in the discretion of the Board.

Section 9.4 Procedures. The Architectural Review Committee shall approve or disapprove all requests for approval within thirty (30) days after the complete submission of the plans, specifications and other materials and information which the Committee may require in conjunction therewith. If the Architectural Review Committee fails to approve or disapprove any request within thirty (30) days after the complete submission of the plans, specifications, materials and other information with respect to the request, the request shall be deemed to have been approved by the Architectural Review Committee.

Section 9.5 Vote and Appeal. A majority vote of the Architectural Review Committee is required to approve a request for approval pursuant to this Article. The decision of the Architectural Review Committee may be appealed to the Board of Directors.

Section 9.6 Prosecution of Work After Approval. All Improvements authorized by the Architectural Review Committee shall be completed within the time limits established for making those Improvements in accordance with County requirements when a building permit has been issued. When no permit is required, authorized Improvements shall be completed no later than one (1) year after the date of approval. All approved Improvements shall be completed as promptly and diligently as possible and in complete conformity with the approval. Failure to not complete the approved Improvements within the governing time limits after the date of approval,

or to not complete the Improvements in accordance with the requirements and conditions of the approval, shall constitute a violation of this Article; except that the Architectural Review Committee, in its discretion, may grant extensions of time for completion of any of the approved Improvements. Improvements to the interior of structures are not subject to the above requirements.

Section 9.7 Records. The Architectural Review Committee shall maintain written records of all applications submitted to it and all actions taken by it for a period of three years after approval of the Improvement, and such records may be available for inspection by Members in accordance with the Act.

Section 9.8 Liability. The Association, the Board, the Architectural Review Committee, and each of their individual members, and any of their employees, agents, and independent contractors shall not be liable for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Review Committee for any action, failure to act, approval, disapproval, or failure to approve or disapprove in regard to any matter within its authority under this Article 9, if such action was in good faith or without malice. In reviewing any matter, the Architectural Review Committee shall not be responsible for passing on safety, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations, nor shall its approval of an Improvement be deemed approval of such matters.

Section 9.9 Variance. The Architectural Review Committee may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Article, in order to overcome practical difficulties or prevent unnecessary hardships arising by reason of the application of any such conditions and restrictions. Such variances or adjustments shall be granted only in case where the granting of a variance shall not be materially detrimental or injurious to the other property or improvements in the neighborhood, shall not militate against the general intent and purpose of this Article, and shall not set a precedent for any other applicant.

Section 9.10 Waivers. The approval or consent of the Architectural Review Committee to any Improvement shall not be deemed to constitute a waiver of any right to withhold or deny approval or consent by the Architectural Review Committee as to any application for other or similar Improvements, or other matters whatsoever as to which approval or consent may subsequently or additionally be required, and shall not set a precedent for any other applicant.

ARTICLE 10 RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

Section 10.1 Restrictions Imposed. All of the Lots shall be held, conveyed, used, improved, occupied, owned, resided upon and secured, subject to the following provisions, conditions, limitations, restrictions, agreements and covenants, as well as those contained elsewhere in this Consolidated Declaration. It is the intention of the Owners that the Community be established as a common interest community under a general plan for the improvement, development, use and occupancy of the Lots. These restrictions are general in nature and the Board shall have the power and duty to adopt, amend, repeal and enforce more specific and restrictive Rules as it deems to be reasonable and necessary to carry out the intent of this Consolidated Declaration.

Section 10.2 Business Use Restrictions. The following use restrictions apply to all Lots and Residences and to the Common Elements.

10.2.1 The use of each Lot and Residence is restricted to that of a single family residence and accessory uses as permitted in this Consolidated Declaration. A single-family residence is defined as a single housekeeping unit, operating on a nonprofit, noncommercial basis with a common kitchen and dining area. No business, trade, professional or commercial activities (“business activity”) of any kind may be conducted in or from any Lot or Residence except that an Owner or Permitted User residing in a Residence may conduct such business activity within the Residence so long as:

- (a) No Residence shall be devoted, or primarily devoted, to any business, trade, professional or commercial use.
- (b) The existence or operation of the business activity is not apparent or detectable by sight, sound, smell or vibration from the exterior of the Residence, and does not materially increase traffic within the Community.
- (c) The business activity conforms to all zoning requirements for the property.
- (d) The business activity is consistent with the residential character of the Lot and does not constitute a nuisance or hazardous or offensive use, determined in the sole discretion of the Board of Directors.
- (e) The business activity conforms to any Rules adopted by the Board from time to time to protect the peace, tranquility and quality of the Community.

10.2.2 The terms “business, trade, professional or commercial” and “business activity” shall be construed to have their generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on a regular basis which involves the provision of goods or services to persons other than the provider’s family and for which the provider receives a fee, compensation, or other consideration, regardless of whether such activity is engaged in full or part time, generates a profit, or requires a license.

Section 10.3 Occupancy and Use Restrictions. The following occupancy restrictions apply to all Lots, Residences and to the Common Elements:

10.3.1 Lots and Residences shall not be permitted to fall into disrepair; and shall be kept and maintained in a clean, safe, attractive and slightly condition, and in compliance with all Rules and any design guidelines.

10.3.2 Owners and Permitted Users shall comply with and conform to all applicable laws and regulations of the United States, the State of Colorado and all ordinances promulgated by Park County, Colorado. Violations of any of these laws or ordinances shall be a breach of this Consolidated Declaration. Determination of whether an activity violates this covenant, or whether any remedial action shall be undertaken by the

Association, shall be at the sole discretion of the Board of Directors and shall be subject to the Rules.

10.3.3 No noxious, offensive, dangerous or unsafe activity shall be conducted in or on any Lot. Further, nothing shall be done, either willfully or negligently, which may be or become an unreasonable annoyance or nuisance to other Owners or Permitted Users. No Owner or Permitted User shall make or permit any disturbing noises nor do or permit anything to be done by others that will interfere with the rights, comforts or convenience of other Owners or Permitted Users. Habitually barking, howling or yelping dogs shall be deemed a nuisance. The use of open fires, exterior spot lights, searchlights, speakers, horns, whistles, bells or other light or sound devices on any Lot may be regulated or prohibited by any design guidelines or the Rules.

10.3.4 Animals, as defined in Section 5-701 of the Park County Land Use Regulations (LURs), as may be amended from time to time, may be kept on a Lot. No large livestock, other than horses and 4-H project animals, are allowed in accordance with the LURs. All animals must be kept in a clean and sanitary condition, watered and maintained so as not to constitute a nuisance or annoyance to the Owners of adjacent Lots. Watering of horses and 4-H project animals shall comply with the Water Augmentation Plan (ref. Sections 2.28 and 13.1). Animals shall not be raised, bred or boarded or kept for any commercial purpose. Animals shall not be permitted to run at large within the Association or on adjacent lands and shall be required to be within the "positive control" of the owner at all times. Positive control shall mean that the animal, when on an Owner's Lot, is within the sight and earshot of an individual on the property who is capable of summoning and controlling the animal and, when off the property (on roadways in the Association or the Common Elements) is tethered with a leash or lead no longer than ten feet in length which shall be held by a person capable of controlling the animal. Owners and Permitted Users shall hold the Association harmless from any claim, loss, liability or damage resulting from any action of their animals kept as pets or any other animal which is permitted to be kept on a Lot. The right to keep household animals or pets may be regulated by the Rules, and shall be coupled with the responsibility of Owners or Permitted Users to pay for any damage caused by their household animals or pets, as well as any costs incurred by the Association as a result of such household animals or pets, and any such costs and damages shall constitute a Specific Assessment against the Owner's Lot.

10.3.5 Each Owner shall keep their Lot at all times in a neat and clean condition, free of debris. No refuse, garbage, trash, waste, scrap or construction debris of any kind shall be kept, stored, or allowed to accumulate on any Lot except for purposes of disposal of such items. All equipment for the disposal of trash and waste materials shall be kept in a clean and sanitary condition. Each Owner shall provide for a regular removal of trash and garbage from their Lot.

10.3.6 No abandoned or inoperable vehicle of any kind shall be stored or parked on any Lot, except that it may be parked on a lot with a residence. An "abandoned or inoperable vehicle" is defined as any vehicle which manifests evidence of being inoperable or abandoned, such as a flattened tires, or broken windows. However, vehicles parked by Owners while on vacation or during a period of illness, shall not be deemed to be

abandoned. All vehicles (motorized or towed) requiring a registration/license plate must have current tags/plates when parked in the fenced storage compound.

10.3.7 No Owner or resident of a Lot in the Association shall store any vehicle on their Lot for any individual who does not reside on the Owner or resident's Lot.

10.3.8 Subject to the Rules or any applicable design guidelines, no permanent signs, window display or advertising visible from outside a Lot shall be erected, placed, maintained or permitted on any part of a Lot, other than a name plate of the occupant and an address or street number, and except political signs as permitted by Colorado law, and except one sign advertising the Lot for sale, for rent, or open house or security sign(s) of not more than five (5) square feet; and such other signs, for such lengths of time as have been approved in advance by the Board of Directors.

10.3.9 Hunting and any discharge of a firearm is strictly prohibited within the Association.

10.3.10 Notwithstanding any provision of this Consolidated Declaration to the contrary, the installation of lighting on a new residential dwelling or other structure on any Lot or the addition of new exterior lighting or the replacement or improvement of any existing lighting on any Lot shall comply with the requirements set forth in the Park County Land Use Regulations (LURs), as may be amended from time to time. At this time this Consolidated Declaration was recorded, the applicable LURs were found in Article V – Zoning and Use Regulations, Division 7 – Use Regulations, Section 5-709 – Lighting and Article VII - Use and Development Standards, Division 6 – Natural Resource Protection, Section 7-601 – Ridgeline Area Protection. However, lighting on stairs, ramps or other structural items or improvements which may be governed by any applicable federal law, state law, local law, ordinance, land use regulations, building or electrical code shall not be subject to prior approval by the Architectural Review Committee. In addition, no holiday or temporary lighting which is in place less than thirty (30) days in any one year shall be subject to approval by the Architectural Review Committee.

Section 10.4 Restrictions on Leasing. All leases shall be in writing and include a provision that the lease is subject to the terms of the Association Documents, and that the failure of the tenant to comply with the terms of the Consolidated Declaration or Bylaws or the Rules shall constitute a default enforceable by either the Association or Owner, or by both of them. Any Owner who leases their Lot shall, within three (3) days after the execution of such lease, provide the Association with the name and contact information (including telephone number and e-mail address, if any) of the tenant, as well as updated contact information (including telephone number, e-mail address if any, and address) of the Owner. As used in this Section 10.4, the term "lease" shall mean any agreement or arrangement for occupancy of the Lot by persons other than the Owner and the members of his or her immediate family, and tenant shall mean any person occupying the Lot other than the Owner and the members of his or her immediate family.

ARTICLE 11 INSURANCE

Section 11.1 Coverage. To the extent reasonably available, the Board of Directors may obtain and maintain insurance coverage as set forth in this Article.

Section 11.2 Property Insurance. The Association shall obtain property insurance on the Common Elements for broad form covered causes of loss, including building ordinance and inflation guard endorsements, and on all personal property owned by the Association. The property insurance will be for an amount (after application of any deductions for depreciation) equal to one hundred percent (100%) of the full insurable replacement cost of the insured property less applicable deductibles, exclusive of land, foundations, excavations and other items normally excluded from property policies. The Board of Directors is authorized to obtain appraisals periodically for the purpose of establishing replacement cost of the property, and the cost of such appraisals shall be a Common Expense.

Section 11.3 Liability Insurance. The Association shall obtain commercial general liability insurance in an amount determined by the Board of Directors, but in no event shall it be less than \$1,000,000. Reasonable amounts of umbrella liability insurance in excess of the primary limits may also be obtained. This insurance shall cover all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements and the activities of the Association; and may also include, if applicable, comprehensive automobile liability insurance, liability for property of others, host liquor liability, water damage liability, contractual liability, and such other risks as may customarily be obtained by common interest communities in the Park County area.

Section 11.4 Mandatory Provisions. The insurance policies carried pursuant to Sections 11.2 and 11.3 shall provide that:

11.4.1 Each Owner is an insured person under the policy with respect to liability arising out of the Owner's interest in the Common Elements or membership in the Association;

11.4.2 The insurer waives the right to subrogation under the policy against an Owner or member of the household of an Owner;

11.4.3 No act or omission by an Owner, unless acting within the scope of the Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy;

11.4.4 If, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the policy of the Association provides primary insurance; and

11.4.5 The insurer shall issue certificates or memoranda of insurance to the Association and, upon request, to any Owner or Mortgagee. Unless otherwise provided by statute, the insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, each Owner and each Mortgagee to whom a certificate or memorandum of insurance has been issued at their last known addresses.

Section 11.5 Fidelity Insurance. The Association shall obtain and maintain, to the extent reasonably available, fidelity insurance for any Owner or Association employee who either handles or is responsible for funds held or administered by the Association. The insurance shall

name the Association as obligee, and shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of “employee” or similar expression. If reasonably available, the insurance shall be the sum of two (2) months of Annual Assessments for all Lots plus up to one hundred percent (100%) of the reserve funds as calculated from the current budget of the Association. The insurance shall include a provision that calls for thirty (30) days’ written notice to the Association, before the insurance can be cancelled or substantially modified for any reason. The Association shall also require any independent contractor who manages the Association to obtain and maintain fidelity insurance coverage in the amount required by law or to the extent that it is reasonably available, unless they are covered under the Association’s fidelity insurance coverage.

Section 11.6 Owner Policies. An insurance policy issued to the Association does not preclude Owners from obtaining insurance for their own benefit.

Section 11.7 Workers Compensation Insurance. The Board of Directors shall obtain and maintain workers compensation insurance if required to meet the requirements of the laws of the State of Colorado.

Section 11.8 Directors’ and Officers’ Liability Insurance. The Board of Directors shall obtain and maintain directors’ and officers’ liability insurance, if reasonably available, covering all of the directors and officers of the Association. This insurance will have limits determined by the Board of Directors.

Section 11.9 Other Insurance. The Association may carry other insurance which the Board of Directors considers appropriate to protect the Association. If any parcels of real property which the Association has an obligation to repair or reconstruct contains Improvements and is located within an area identified by the Federal Emergency Management Agency as having special flood hazards, and flood insurance coverage on such parcels has been made available under the National Flood Insurance Program, then the Board may obtain a policy of flood insurance on such parcels in an amount at least equal to the lesser of:

11.9.1 The maximum coverage available under the National Flood Insurance Program for all buildings and other insurable property located within a designated flood hazard area; or

11.9.2 One hundred percent (100%) of current replacement cost of all Improvements and other insurable property located within a designated flood hazard area.

Section 11.10 Premiums. Insurance premiums for insurance carried by the Association shall be a Common Expense.

Section 11.11 Deductibles. The Board may adopt written nondiscriminatory policies and procedures for claims adjustment and responsibility for deductibles. To the extent the Association settles claims for damages to real property, it shall have the authority to assess negligent Owners causing such loss or benefitting from such repair or restoration all deductibles paid by the Association. If more than one (1) Lot is damaged by a loss for which the Association or the Association’s insurance is responsible, the Association, in its reasonable discretion, may assess each Owner a pro rata share of any deductible paid by the Association.

Section 11.12 Insurance Proceeds. Any loss covered by the Association's insurance policies shall be adjusted by the Association, and the insurance proceeds for that loss shall be payable to the Association, and not to any Mortgagee. The Association shall hold any insurance proceeds in trust for the Association, Owners and lienholders as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged property, and the Owners, Association and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored. If property insurance proceeds are distributed 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. The Association may designate a trustee for the receipt, administration and disbursement of funds derived from insured losses, condemnation awards, special assessments for uninsured losses and other sources.

ARTICLE 12 EASEMENTS AND LICENSES

Section 12.1 Emergency Easements. A nonexclusive easement for ingress and egress is hereby granted to all police, sheriff, fire protection, ambulance, and other similar emergency agencies or persons, now or hereafter servicing the Community, to enter upon any part of the Community in the performance of their duties.

Section 12.2 Easements for Administration of Water Augmentation Plan. Easements for the installation and maintenance of utilities, drainage facilities or any improvement necessary or related to the Water Augmentation Plan are hereby provided to and reserved for the Association. The Association has the right to enter in and upon each Lot at any time if necessary for the exclusive purpose of administering the Water Augmentation Plan.

Section 12.3 Easements Deemed Created. All conveyances of any Lot shall be construed to grant and reserve the easements contained in this Article even though no specific reference to such easements or to this Article appears in the instrument of such conveyance.

ARTICLE 13 WATER AUGMENTATION PLAN

Section 13.1 Water Supply. Water shall be furnished by the drilling of wells and use of water therefrom pursuant to the terms and conditions of the Findings of Fact, Conclusions of Law and Decree Modifying Water Rights and Approving Plan of Augmentation, Case No. W-8574 (77), approved by the District Court for Water Division No. 1 on August 1, 1978, and the subsequent Findings of Fact, Conclusions of Law, and Decree Modifying Water Right and Modifying Plan of Augmentation, Case No. W-8574 (77) approved by the District Court for Water Division No. 1 on September 9, 1983 (collectively referred to as the "Water Augmentation Plan"). All Owners of Lots in the Association shall comply with all applicable terms of the Water Augmentation Plan.

Section 13.2 Sewage Disposal. Due to the climatic conditions in Park County and the applicable provisions of the Water Augmentation Plan, evapotranspiration sewage effluent disposal systems will not be allowed in the Association. Only sand filtration (engineered

specifications which preclude evaporation at the surface) or acceptable absorption disposal systems shall be permitted in the Association. Each Lot Owner must obtain state, and if applicable, county health department approval for the installation and use of an on-site sewage disposal system.

ARTICLE 14 DURATION, AMENDMENTS AND MERGER

Section 14.1 Duration. This Consolidated Declaration shall run with and bind the land perpetually, unless terminated as set forth in Article 15 below.

Section 14.2 Amendment. This Consolidated Declaration may be amended in whole or in part at any time, as follows:

14.2.1 By written approval of Owners to whom at least sixty-seven percent (67%) of the votes in the Association are allocated.

14.2.2 Each amendment to the Consolidated Declaration must be properly recorded in the records of the Clerk and Recorder of Park County, Colorado in accordance with Section 38-33.217(3) of the Act. Any amendment shall be effective on the tenth (10th) day after it is recorded.

14.2.3 Individual Owner's signatures shall not be required on the amendment. The amendment shall be signed by the President and Secretary of the Association, and shall be deemed to be their certifications that the requisite number of Owners have approved the amendment.

14.2.4 Where a Lot is owned by more than one (1) person, the approval of any amendment or revocation shall be valid if approved by any one (1) Owner. Where a Lot is owned by an entity, the entity may approve the amendment through action of a duly authorized representative. Signatures need not be notarized. The signature need not be identical to the name of the recorded Owner, but shall be sufficiently close as to be identified as a proper signature of such person. The records verifying approval by the Owners, including originals of all signatures, shall be retained for a period of three (3) years after the date of recording the amendment.

14.2.5 All Owners' approvals, once obtained, shall be irrevocable even upon death or conveyance of the Lot, except that if an amendment is not recorded within two (2) years after the approval, then the approving Owner or their successors or assigns may revoke their approval by a written and notarized document delivered to the Secretary of the Association.

Section 14.3 Challenge to Amendment of Association Documents. No action shall be commenced or maintained to challenge the validity of any aspect of any amendment of the Association Documents unless such action is commenced within one (1) year after the effective date of the amendment.

Section 14.4 Mergers. The Community may be merged or consolidated with another community of the same form of ownership by complying with Section 38-33.3-221 of the Act.

Section 14.5 Expenses. All expenses associated with preparing and recording an amendment shall be allocated in accordance with Section 38-33.3-217(6) of the Act.

ARTICLE 15 TERMINATION

Termination of the Community may be accomplished only in accordance with Section 38-33.3-218 of the Act, upon agreement of Owners to whom at least sixty-seven percent (67%) of the votes in the Association are allocated.

ARTICLE 16 CONDEMNATION

If part or all of the Community is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking shall be payable in accordance with Section 38-33.3-107 of the Act.

ARTICLE 17 MISCELLANEOUS

Section 17.1 Headings. The headings contained in this Consolidated Declaration are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Consolidated Declaration or the intent of any provision thereof.

Section 17.2 Gender. The use of the masculine gender refers to the feminine gender, and vice versa, and the use of the singular includes the plural, and vice versa, whenever the context of the Documents so require.

Section 17.3 Waiver. No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 17.4 Invalidity. The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and if a provision is invalid, all of the other provisions of the Documents shall continue in full force and effect.

Section 17.5 Conflict. The Documents are intended to comply with the requirements of the Act and the Colorado Revised Nonprofit Corporation Act. If there is any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Consolidated Declaration and any other Association Document, this Consolidated Declaration shall control. In the event of any conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control. The Consolidated Declaration, Articles of Incorporation, and Bylaws shall supersede any inconsistent provisions of the Rules.

Section 17.6 Registration of Mailing Address. Each Owner shall register their mailing address with the Association, and except for assessment statements and other routing notices, all other notices or demands intended to be sent to an Owner shall be either delivered to them or sent by first class mail, postage prepaid, addressed in the name of such person or entity at such registered mailing address, except that if any such Owner advises the Association that they are willing to receive communications electronically, including by e-mail, then the Association may send such communications electronically. However, if any Owner fails to notify the Association of a registered address, then any notice or demand may be delivered or sent, as aforesaid, to such Owner at the address of such Owner's Lot.

Section 17.7 Indemnification. The Association shall indemnify every present and former director, officer, committee member, agent or employee against loss, costs, and expense, including attorneys' fees reasonably incurred in connection with any action, suit, or proceeding in which such person may be made a party by reason of being, or having been such director, officer, committee member, agent or employee of the Association, except for wanton or willful acts or omissions or if such person shall be finally adjudged to be liable for: any breach of the director's duty of loyalty to the Association or its members; acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; acts specified in Section 7-129-102, as now in effect or hereafter amended; or any transaction from which the director derived an improper personal benefit. Any such indemnification may be limited to and paid out of the insurance proceeds provided by an insurer furnishing officers and directors errors and omissions insurance coverage or similar protection and any other insurance protecting the Association from liability because of the negligent acts of its servants, including insurance covering motor vehicles or public liability, property damage, medical and other similar coverage. In the event of an insurance settlement, the settlement shall be approved by the Board and paid for by the insurance carrier out of the insurance proceeds.

Section 17.8 No Representations, Guaranties or Warranties. No representations, guaranties or warranties of any kind, express or implied, shall be deemed to have been given or made by the Association, the Board, the Architectural Review Committee, or by any of their officers, directors, members, partners, agents or employees, in connection with any portion of the Community, or any Improvement, its or their physical condition, structural integrity, freedom from defects, zoning, compliance with applicable laws, fitness for intended use, or view, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in writing.

Section 17.9 Disclaimer Regarding Safety. THE ASSOCIATION, THE BOARD AND THE ARCHITECTURAL REVIEW COMMITTEE, AND THEIR OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS AND EMPLOYEES, HEREBY DISCLAIM ANY OBLIGATION REGARDING THE SAFETY, SECURITY OR PROTECTION OF ANY PERSONS OR PROPERTY WITHIN THE COMMUNITY. BY ACCEPTING A DEED TO PROPERTY WITHIN THE COMMUNITY, EACH OWNER ACKNOWLEDGES THAT THE ASSOCIATION, THE BOARD AND THE ARCHITECTURAL REVIEW COMMITTEE, AND THEIR OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS AND EMPLOYEES ARE ONLY OBLIGATED TO DO THOSE ACTS SPECIFICALLY SET FORTH IN THE DOCUMENTS, AND ARE NOT OBLIGATED TO DO ANY OTHER ACTS WITH RESPECT TO THE SAFETY, SECURITY OR PROTECTION OF PERSONS OR PROPERTY WITHIN THE COMMUNITY.

IN WITNESS WHEREOF, the undersigned, being the President and Secretary of the Association have executed this document effective the day and year first set forth above.

We, _____ and _____,
being the President and Secretary, respectively, of Wildwood Recreational Village Owners Association, a Colorado nonprofit corporation, upon our oaths, hereby swear, affirm and attest that the above and foregoing Consolidated, Amended and Restated Declaration of Protective Covenants for Wildwood Recreational Village was approved by written approval of the Owners of not less than sixty-five percent (65%) of the Lots in Filing 1, Filing 2, Filing 3 and Filing 4.

Wildwood Recreational Village Owners Association, a Colorado nonprofit corporation

By: _____
President

Wildwood Recreational Village Owners Association, a Colorado nonprofit corporation

By: _____
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged, subscribed to and sworn before me this ___ day of _____, 20___, by _____ as President and by _____ as Secretary of Wildwood Recreational Village Owners Association, a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: _____

Notary Public

**EXHIBIT A
CONSOLIDATED, AMENDED AND RESTATED PROTECTIVE COVENANTS
FOR WILDWOOD RECREATIONAL VILLAGE**

The property which is subject to this Consolidated Declaration may include all or any part of the following described real property situate in the County of Park, State of Colorado, to-wit:

Township 10 South, Range 74 West 6th P.M.

Section 31: S ½

Section 33: E ½

Section 24: N ½, N ½ SW ¼, Lot 6,
SW ¼ SW ¼

Township 11 South, Range 74 West 6th P.M.

Section 3: Lots 3 & 4, S ½ NW ¼, N ½ SW ¼

Section 4: S ½ NW ¼, W ½ SW ¼. Lot 1 & 2,
S ½ NE ¼, N ½ SE ¼

Section 5: All, except the NW ¼ NW ¼ and
except that part of the South Park Ranches
Filing No. 60 that lies in S ½ S ½
S ½

Section 6: All, except the SW ¼ NW ¼, and
except that part of South Part Ranches
Filing No. 61 that lies in the S ½
S ½ S ½, and except that part of
South Park Ranches Filing No. 63 that
lies in the NW ¼ NW ¼ and except
that part of South Park Ranches Filing
No. 62 that lies in the SW ¼ SW ¼

Township 10 South, Range 75 West 6th P.M.

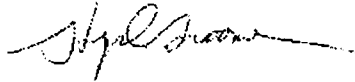
Section 24: E ½, E ½ W ½, SW ¼ SW ¼

Section 25: N 1/2 NE ¼, NE ¼ NW ¼

DISTRICT COURT, PARK COUNTY, COLORADO Court Address: P.O. Box 190, 300 Fourth Street, Fairplay, CO, 80440	DATE FILED: August 12, 2015 9:38 AM CASE NUMBER: 2015CV30049
Petitioner(s) WILDWOOD RECREATIONAL VILLAGE v. Respondent(s) PROPERTY OWNERS et al.	△ COURT USE ONLY △
	Case Number: 2015CV30049 Division: B Courtroom:
Order: Order Approving Verified Petition for Court Approval of Proposed Consolidated and Amended and Restated Declaration of Protective Covenants for Wildwood Recreational Village Pursuant to Colo Rev Stat 38-33.3-217(7)	

The motion/proposed order attached hereto: GRANTED.

Issue Date: 8/12/2015



STEPHEN A GROOME
District Court Judge

<p>DISTRICT COURT, PARK COUNTY, COLORADO Court Address: 300 4th St, Fairplay, CO 80440</p> <hr/> <p>PETITIONER: WILDWOOD RECREATIONAL VILLAGE OWNERS ASSOCIATION</p> <hr/> <p>By the Court</p>	<p style="text-align: center;">Δ COURT USE ONLY Δ</p> <hr/> <p>Case No.: 2015CV030049</p> <p>Div.: _____ Ctrm.: _____</p>
<p>ORDER APPROVING VERIFIED PETITION FOR COURT APPROVAL OF PROPOSED CONSOLIDATED AND AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS FOR WILDWOOD RECREATIONAL VILLAGE PURSUANT TO COLO. REV. STAT. § 38-33.3-217(7)</p>	

THE COURT, having reviewed the Verified Petition for Court Approval of Proposed Consolidated and Amended and Restated Declaration of Protective Covenants for Wildwood Recreational Village, pursuant to Colo. Rev. Stat. § 38-33.3-217(7) ("Consolidated Declaration") and the Colorado Nonprofit Corporation Act, and otherwise being fully advised in the premises,

HEREBY FINDS AND ORDERS AS FOLLOWS:

1. Based on the following reasons, the Consolidated Declaration is approved:
 - i. The Association has complied with all of the requirements of Colo. Rev. Stat. § 38-33.3-217(7).
 - ii. No more than thirty-three percent (33%) of the owners entitled to vote on the Consolidated Declaration filed written objections with the Court prior to the hearing;
 - iii. Neither the Federal Housing Administration nor the Veterans Administration is entitled to approve the Consolidated Declaration;
 - iv. Either the Consolidated Declaration does not eliminate any rights or privileges belonging to a declarant, or no declarant has filed a written objection to the Amendment prior to the hearing;
 - v. Either the Consolidated Declaration does not eliminate any rights or privileges belonging to lenders entitled to vote on the matter, or less than thirty-three percent (33%) of all lenders entitled to vote on the matter have filed a written objection to the Consolidated Declaration prior to the hearing;

- vi. The Consolidated Declaration will neither terminate the Declaration nor change the allocated interests of the owners as specified in the Declaration;
 - vii. The Court has the equitable authority to deem, and does deem, the Filing 3 Declaration is amended to the Consolidated Declaration.
2. The Association shall record the Consolidated Declaration in the real property records of Park County, Colorado, and give notice of the Consolidated Declaration to all owners of units within the Association.

DONE AND SIGNED this ____ day of _____, 20__.

BY THE COURT:

District Court Judge

Attachment to Order - 2015CV30049

IN WITNESS WHEREOF, the undersigned, being the President and Secretary of the Association have executed this document effective the day and year first set forth above.

We, James Nichols and _____
being the President and Secretary, respectively, of Wildwood Recreational Village Owners Association, a Colorado nonprofit corporation, upon our oaths, hereby swear, affirm and attest that the above and foregoing Consolidated, Amended and Restated Declaration of Protective Covenants for Wildwood Recreational Village was approved by written approval of the Owners of not less than sixty-five percent (65%) of the Lots in Filing 1, Filing 2, Filing 3 and Filing 4.

Wildwood Recreational Village Owners Association, a Colorado nonprofit corporation

By: [Signature] President

Wildwood Recreational Village Owners Association, a Colorado nonprofit corporation

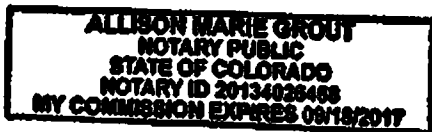
By: _____ Secretary

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged, subscribed to and sworn before me this 26 day of August, 2015, by James Nichols as President and ~~by _____~~ as Secretary of Wildwood Recreational Village Owners Association, a Colorado nonprofit corporation.

Witness my hand and official seal
My commission expires: 9/18/17

[Signature]
Notary Public



IN WITNESS WHEREOF, the undersigned, being the President and Secretary of the Association have executed this document effective the day and year first set forth above.

We, _____ and James Strates,
being the President and Secretary, respectively, of Wildwood Recreational Village Owners Association, a Colorado nonprofit corporation, upon our oaths, hereby swear, affirm and attest that the above and foregoing Consolidated, Amended and Restated Declaration of Protective Covenants for Wildwood Recreational Village was approved by written approval of the Owners of not less than sixty-five percent (65%) of the Lots in Filing 1, Filing 2, Filing 3 and Filing 4.

Wildwood Recreational Village Owners Association, a Colorado nonprofit corporation

By: _____
President

Wildwood Recreational Village Owners Association, a Colorado nonprofit corporation

By: James Strates
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged, subscribed to and sworn before me this 28 day of August, 2015, by ~~_____~~ as President and by James Strates as Secretary of Wildwood Recreational Village Owners Association, a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: 4/28/18

Sherry Young
Notary Public

