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HOME OWNERS ASSOCIATION (HOA)

For
Cabin Village Lots 1 through 16

WHEREAS, Lew Ecker, herein-after called "Declarant" is the owner of Lots 1 thru 16 Cabin Village located at 835 East Agate Ave, Granby, CO 80446 in Grand County,
recorded Reception No 97006438 4 AUGUST 1997

AND WHEREAS, this declaration is established for a Homeowners association for Cabin Village to insure equitable distribution of expenses for sewer, water, trash removal, snow removal and administrative fees for management and maintenance of the underground and above utilities and to insure compliance with the restrictive covenants, rules and regulations of Cabin Village upon the sale of individual lots 1 thru 16 of Cabin Village.

ARTICLE I

Definitions

1. Land Owner - The legal owner of a lot by General Warranty deed within Cabin Village
 2. Home Owner - The legal owner of a home/residence placed upon a lot within Cabin Village.
 3. Common Elements/Easements as reflected on Amended Land Survey Plat of Cabin Village, lots 1 thru 16 as indicated by recorded number in first paragraph above.
 4. Shared Utilities shall mean and include sewer, water, trash removal and snow removal.
 5. Common Expenses shall mean management and administrative expenses for maintenance, repair, operation of all administrative and underground utilities and overhead utilities.
- 4 & 5 above shall be assessed all owners at the equal rate of 1/16 per lot ownership and shall be paid in the amounts and at times determined reasonable and necessary by the association for the best good and convenience of all lot owners by the HOA board of managers.

ARTICLE II

Administration and Management

The administration of cabin village shall be governed by the majority land owner until such time as all lots 1 thru 16 are sold by the declarant to individual owners. Each individual owner shall upon purchase of a lot become and automatic member of the HOA and shall have one (1) vote per lot ownership in any HOA matters or changes in covenants, rules and regulations. Changes shall require a majority vote of 80% (13 lots) of the ownership. Upon the sale of 13 lots within cabin village to owners other than the declarant, a board of managers shall be elected from among the lot owners and the declarant shall turn over to the HOA full management control and administration of cabin village and shall turn over the cabin village trust account. Once this is executed the declarant (Lew Ecker) shall not have any control or liabilities whatsoever or be legally liable for any decisions effected by the HOA board or majority vote. The lot owners shall determine, in writing, the responsibilities and liabilities of any board member by majority vote.

ARTICLE III

Where there is a conflict of governing regulations these articles shall prevail and may be

amended from time to time by majority vote as needed. Each lot owner shall comply strictly with the provisions of this declaration and the covenants, rules and regulations attached hereto and recorded with this declaration. Failure of a owner to comply with any of these rules, etc shall be grounds for a legal action to recover sums due and for damages or injunctive relief or both on behalf of the lot owners and members of the HOA or in a proper case, by an aggrieved owner.

ARTICLE IV Dues/Assessments

All lot owners shall be obligated to pay the estimated assessments imposed by the declarant or HOA board of managers to meet common expenses based on a Pro-rata share for each owned lot of which each assessment shall be monthly due and payable by the 10th of the billed month to "CABIN VILLAGE HOA" as follows:

- A. Lot owners shall pay 1/16 of all sewer, trash removal and snow removal assessments.
- B. Home owners shall pay a Pro-rata share of the water billing based upon the number of occupied homes in Cabin Village until such time as all lots are built upon, which at that time the assessment shall be 1/16 per lot.
- C. All lot owners shall pay a \$10.00 monthly management fee to the Cabin Village HOA.
- D. All lot owners shall pay a non refundable \$250.00 one time HOA fee upon purchase of a lot. Home owners that do not own a lot shall also pay the same fee upon home purchase.
- E. In the event that WATER METERS are installed individually on each home or should the Town of Granby assess each lot/home owner individually for sewer service, then each owner will be billed directly by the Town of Granby and the HOA assessment or lot rents will be reduced accordingly based on the average residence billing in Granby.
- F. Trash removal. Currently dumpsters are provided on a pro-rata share. Based on a majority vote this service may be discontinued and each lot/home owner may elect to obtain their individual trash service on a weekly basis. If this option is elected every lot/home must use the individual containers furnished by the trash removal company so as to insure their is uniformity and no unsightly containers scattered throughout the village.

ARTICLE V Insurance

Each lot/home owner shall be responsible to obtain and maintain liability insurance for any acts upon their property or easements.

ARTICLE VI Non Lot owners Home Owners

Individuals who own a residential unit on a leased lot shall pay monthly rent as per their original rental contractual agreements and compliance with covenants rules and regulations of which they signed. Rental rates shall be established by the declarant or any future lot owner. The lot owner shall pay water, sewer, trash removal and snow removal fees out of rental proceeds unless such assessments for water, sewer, etc are billed by the town of Granby to each then the lot owner shall reduce the amount of rent based on the average billing of a single family residence in Granby for such services. This reduction shall also apply to trash removal if elected by the

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majority as discussed in Article IV (F) above. As a general rule lot rent will increase annually based on the cost of living index to insure equitable income to the lot owner at the sole option of the lot owner with a 60 day written notice to the renter. Rates will automatically increase anytime that water/sewer rates are raised by the Town of Granby or when trash removal or snow removal rates are increased-- again a 60 day written notice shall be given by the lot owner to the renter.

ARTICLE VII HOA Trust Account

Declarant shall maintain a trust account of HOA dues and shall pay bills out of this account. Existing monies in the trust account shall remain as a non refundable "reserve". This account shall be transferred to the HOA board of Managers upon termination of declarant ownership and shall become the sole responsibility of the HOA. At time of transfer the HOA shall procure an insurance bond for "BOND COVERAGE" OF THE DESIGNATED TREASURER OF THE HOA. In the amount of \$5,000.00. This is a minimal cost bond that shall be required to protect each owners investment..

ARTICLE VIII

Each renter that has paid a \$250.00 deposit into Cabin Village rental account hereby agrees that this deposit shall no longer be refundable by the declarant and that such funds shall be transferred by the declarant into the Cabin Village trust account to be administered by the HOA. Each renter shall be given a copy of this HOA declaration and shall have 10 days after receipt of this document to refute in writing the provisions of this article. Should a renter not agree to this non refundable clause of deposit being transferred to the HOA then the declarant shall continue to keep and maintain this deposit in his personal trust account until such time as the renter sells their home, vacates the premises in good order and shall be refunded their deposit in accordance with the laws of Colorado. Owners that purchase their lots by contractual agreement in the land purchase contract automatically agree to this transfer of non refundable deposit and placement of the monies in the HOA trust account.

In Witness Whereof, Declarant has duly executed this declaration this 4th day of August 1997.

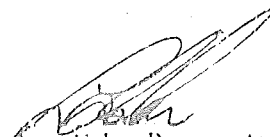
State of CO, County of Grand

Signed before me on this 4th day

of August, 1997 by Lew Ecker

Notary Public Karen M. Burger

My Commission expires 02/01/2000


Lew Ecker-Pres sec treas





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**CABIN VILLAGE
RULES AND REGULATIONS
Effective: 1 January 1995**

The management of Cabin Village previously known as Granby Mobile Home Park has adopted the following rules and regulations in order to insure its residents a safe, convenient and attractive community in which to live. Most of the rules deal with common sense and courtesy. Some of the regulations are necessary to comply with laws. All of the rules and regulations are intended to promote goals of privacy, comfort and pleasant surroundings. Each resident is encouraged to make suggestions to the management on any aspect of community life.

A. MOBILE HOME - QUALITY STANDARDS

1. The location and installation of the mobile home shall comply with applicable governmental statutes and regulations.

2. The movement of Resident's mobile home into, within and out of the Park shall be done only upon the supervision of Park manager. Residents shall, therefore, give Park at least 48 hours notice before moving a mobile home into, within or out of the Park.

3. No mobile home shall be moved into, or be transferred to a new resident within the Community unless the size and design thereof is approved in writing by the park in accordance with the quality standards set forth in these rules. The Park shall have the right to approve or reject any mobile home if the same does not meet the reasonable requirements of Park as to its appearance, design and compactibility with the Community and other mobile homes therein under this rule. All units must have LOG or REDWOOD horizontal siding with pitched roofs and snow loads of 60 lbs or higher. Additionally, resident shall install skirting on the mobile home not later than thirty (30) days following the setup of the mobile home on the site. Skirting shall be the same material as the siding and shall match in finish and color. Resident shall be responsible for proper blocking, leveling, tying down of the home and proper installation of all utility connections in accordance with instructions from the management. The necessary electrical and gas connections to the meter and or outlets and the water, sewer and other utility connections shall be the responsibility of the resident and performed in accordance with local codes. No resident or guests shall tamper with meter boxes or outlets.

4. All mobile homes must continue to meet all local, town and state laws and regulations as such may be amended by governmental bodies from time to time.

5. No unauthorized structures shall be erected on any site.

6. All permits required for the installation or removal of a mobile home are the responsibility of the home owner.

7. FENCES: Only those fences installed by the Park are authorized without specific written authorization from the management.

8. Skirting, porches, awnings, sheds, carports, patios and other additions or improvements must be approved in writing by the Park. There shall be one access door, located adjacent to the water shutoff valve.

9. STORAGE SHEDS: Shall not exceed 10' X 10' in size and not over 8' in height, and must be of the same material and matching the home. All such plans must be approved by the Park for appearance and snow load and restrictions. PRIOR WRITTEN APPROVAL BY THE PARK MUST BE OBTAINED BEFORE

2. PARKING:

- a. 2 Vehicles are permitted each site within the community to be parked in specific areas designated by the Park.
- b. Guest visitor vehicles must be parked in designated areas as marked by the Park. Residents are responsible for their guests and visitors complying with this requirement.
- c. No vehicles may be parked in common areas.
- d. Illegally parked vehicles may be removed, by the Park at the owners expense and risk.

3. Only licensed and operable vehicles (state registration) will be allowed within the Park. Residents must register each vehicle to be kept within the Park boundaries at the Park office. Vehicles without valid current license plates must be removed by the Resident within 10 days of their becoming mechanically inoperable or the expiration of license.

4. Only licensed (state licensed) drivers may operate motor vehicles within the Park.

5. No excessively noisy vehicle will be tolerated within the Park.

6. No sleeping in vehicles within the Park is allowed.

7. Toters, trucks (other than the average pickup truck), construction and farm equipment shall not be stored, parked or kept within the Park premises or on any site. These restrictions shall similarly apply to inoperable or unlicensed vehicles. In the event it becomes necessary for the Park to remove any of the prohibited vehicles, all charges for such removal shall be paid by the Resident with the next rental payment after submission of a statement for such charges by Park to Resident.

8. Any vehicle which drips oil or gasoline shall be repaired immediately by the Resident who is responsible for such vehicle being in the Park and any damage caused by such dripping oil or gasoline shall be cleaned and repaired by Resident.

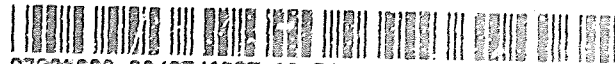
9. The immobilization of any vehicle for major repairing or overhauling at the Residents site or on any street within the Park Community is hereby prohibited.

10. Recreational vehicles and boats are not to be stored anywhere within the Park boundary. NO PERSON OR PERSONS MOBILE MAY SLEEP OR LIVE IN ANY TYPE OF RECREATIONAL VEHICLE WITHIN THE PARK and under no circumstances shall a recreational vehicle be attached to water and sewer connections on any site.

D. MOTORCYCLES must conform to the rules for vehicles in C above.

E. ANIMALS:

All residents are limited to a maximum of one dog or one cat as a pet per resident family and not a combination thereof (one or the other) and it must be a small dog or cat not more than a maximum of 12 inches high at the shoulder when full grown. The pet must be kept indoors at all times and may not be tethered or tied in any manner outside within the site. All pets must be registered at the Park office. All pets must be inoculated and licensed according to applicable laws and shall have a registration tag/license at all times. Pets are not allowed in common areas or on any other residents site. Animals are allowed outside only on a leash at all times and only for the purpose of walking in a manner so as not to use the site of any other resident. Pets shall not run loose, shall not be tied outside the mobile home or kept in the yard at any time unattended by the Resident. Outside shelters for animals are not allowed. Resident shall be responsible for the immediate removal of all pet litter from the site and from any other location within the Park where littering has occurred. NO TEMPORARY PET SITTING OR CARE OF NON-RESIDENT OWNED ANIMALS IS PERMITTED.



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Noisy or unruly or dangerous animals or those about which any other Resident files a complaint with the Park may be required by the Park to be removed. No specific animal required to be removed from the Park under this rule thereafter again be permitted within the Park.

Violation of this paragraph is grounds for eviction of the Resident and Pet.

F. TV ANTENNA No TV or FM antenna of any nature whatever over 8' in height shall be installed on the site and guidewires with respect to such antenna shall be attached only to the home roof. Such installation shall be in accordance with the reasonable requirements of Park and governing laws, codes, and regulations. Antenna masts must be mounted at least 25 feet back from the front of the home. No other antennas may be installed except upon written approval of the Park.

G. CLOTHESLINES ARE NOT AUTHORIZED.

H. DANGEROUS INSTRUMENTALITIES.

1. ABSOLUTELY NO FIREWORKS ARE ALLOWED AS PER LOCAL CODE, TOWN AND STATE REGULATIONS.

2. THE USE OF GUNS, INCLUDING BUT NOT LIMITED TO BB GUNS AND AIR GUNS, SLING SHOTS OR BOWS AND ARROWS, OR OTHER DANGEROUS INSTRUMENTALITIES IS NOT ALLOWED IN THE PARK. THE HURDLING OF ROCKS, KNIVES, STICKS AND ANY OTHER MISSILES (other than balls and toys designed for sports and play when engaged in such activity) IS STRICTLY FORBIDDEN, EXCEPT IN AREAS DETERMINED SAFE BY THE MANAGEMENT.

I. SALE OF UNIT

In the event a Resident elects to sell his/her mobile home, one "FOR SALE" sign not to exceed a total of 300 square inches shall be permitted to be installed on the inside of a window or upon the exterior of the mobile home. No other signs are permitted on the home or site except for a "name plate" which may be attached to the home. RESIDENT ACKNOWLEDGES THAT THE SALE OF THE MOBILE HOME DOES NOT INCLUDE A TRANSFER OF THE SITE TO THE BUYER UNLESS THE RENTAL AGREEMENT AND PARK RULES AND REGULATIONS ARE SIGNED FOR BY THE NEW PURCHASER ALONG WITH THEIR AGREEMENT OF COMPLIANCE WITH THE PARK RULES AND REGULATIONS AND THE MEETING OF SUCH.

J. FIRES

No open fires allowed within the Park (Charcoal and Gas Grills do not constitute an open fire).

K. OUTSIDE CONSTRUCTION

1. Any outside construction must have the written approval of the Park.
2. No construction company may perform any service within the Park, unless they are bonded and have the proper insurance, workmens compensation, etc for the purpose of protecting the persons and property of the Residents of the Park.

L. NOISE

No unreasonable noise of any kind shall exist within the Park. Radios, Stereos, Televisions and conversation shall be kept at a level low enough not to disturb any other Resident.

M. BUSINESS AND SOLICITATION

No commercial enterprises or business of any nature shall be conducted by Resident in the Community without the written approval of the Park, nor shall advertising materials be distributed or posted by Resident within the community. RENTAL (Sub-Lease) must be approved by the Park. Renters must first sign agreement to the Park RULES AND REGULATIONS and the ultimate liability and responsibility for the renters shall remain with the home owner who shall be solely responsible for space rent and any other charges incurred. SUB-LEASING WILL ONLY BE PERMITTED IN VERY SPECIAL CIRCUMSTANCES (i.e. Ordered to Active Duty

Military, etc.) In any case the Park Management shall be the final decision authority for subleasing. If approved? Violation of the rules and regulations by the renters may be grounds for eviction of the mobile home from the Park. Owners are fully responsible to insure that their renters are in full compliance at all times, NO EXCEPTIONS.

N. NEGLIGENCE

Any damage caused by Resident or any person, guest, agent, representative or property (tool shed, TV antenna, etc) of Resident to the person or property of another will be the sole responsibility of Resident or such person owning the property causing the damage and not the Park.

O. UTILITY (WATER & SEWER)

Price increases for water and sewer shall be based upon increases levied by the town of Granby and shall be passed on to the Resident in the form of increased space rental. Rates will be effective with the increase and not subject to the normal 60 day advance notice for other increases.

P. PRE-QUALIFICATION STANDARDS

Residential applicants for Park residency are required to provide suitable references from previous Park operators or landlords if they have had such. Residential applicants shall demonstrate a financial capability to pay Park fees and charges and the financing costs, if any, of their mobile home. No other pre-qualification requirements for Community residency shall be required of applicants.

Q. CHILDREN IN THE PARK

Residents with minor children shall have an affirmative duty and responsibility to govern the outside play and conduct of such minor children so as not to disturb or annoy other persons living in the Park or interfere with Park management. Repeated or serious failure of a Resident to govern the conduct of minor children under this rule will be grounds for eviction. MAXIMUM OCCUPANCY OF A MOBILE HOME IS BASED UPON THE FOLLOWING GENDER COMPOSITION: 2 Adults-Master Bedroom and one (1) child of each sex per additional bedroom. BABY SITTING/DAY CARE OF OUTSIDE CHILDREN IS NOT AUTHORIZED.

RESIDENTS ACKNOWLEDGE THAT THEY HAVE READ
AND UNDERSTAND THE FOREGOING RULES AND REGULATIONS
AND AGREE BY SIGNATURE BELOW .

DATE _____

Residents signature _____

Park Manager/Owner _____