

SECOND AMENDED
COVENANTS, CONDITIONS AND RESTRICTIONS
OF BEAR LAKE RV PARK NO. 1, NO. 2, AND NO. 3

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SECOND AMENDED
COVENANTS, CONDITIONS AND RESTRICTIONS
OF BEAR LAKE RV PARK NO. 1, NO. 2, AND NO. 3

This amendment made by the undersigned Site Owners comprising sixty six percent (66%) of the Site Owners of real property located in subdivisions designated as Bear Lake RV Park No. 1, No. 2, and No. 3 (referred to collectively hereinafter as "Bear Lake RV Park") the official plats of which are recorded as Instrument Numbers 116362, 116363, and 116364 respectively of the records of Bear Lake County Idaho. The undersigned acknowledge that one hundred percent (100%) of the sites have been sold and that the effective date of this Second Amendment shall be the date the same is recorded in the office of the Bear Lake County, Idaho recorder.

RECITALS:

1. A "Declaration of Covenants, Conditions and Restrictions" of Bear Lake RV Park (hereinafter referred to as "1978 CC&R's") was recorded on the 18th day of September 1978, as Instrument Number 116365 of the records of Bear Lake County, Idaho.
2. An "Amended Covenants, Conditions and Restrictions of Bear Lake RV Park No. 1, No. 2 and No. 3" (hereinafter referred to as "First Amended CC&R's") was recorded on the 31st day of August, 2007, as Instrument Number 199279 of the records of Bear Lake County, Idaho. The First Amended CC&R's were the subject of a lawsuit that was subsequently settled by the mutual agreement of the parties. One condition of this settlement agreement was that the aforementioned First Amended CC&R's would be amended in a form mutually agreeable to the undersigned.
3. It is the intention of the undersigned to amend the aforementioned 1978 CC&R's and the First Amended CC&R's by adopting these Second Amended Covenants, Conditions, and Restrictions (hereinafter referred to as "Second Amended CC&R's"). This document amends, restates, and supersedes both the 1978 CC&R's and the First Amended CC&R's.
4. The undersigned desire to provide for the preservation of the values and amenities in the Bear Lake RV Park, a recreational community, and for the maintenance of any open spaces and other common facilities; and to this end desires to subject the Bear Lake RV Park together with such additional properties which may be annexed thereto, pursuant to the provisions of these Second Amended CC&R's and the restrictions, easements, charges, and liens, hereinafter set forth, each and all of which is and are for the benefit of said real property and each owner thereof, his successors and assigns.
5. The undersigned acknowledge that the Bear Lake RV Park Property Owners Association, Inc., an Idaho non-profit corporation, is responsible for: (a) the efficient preservation of the values and amenities in said recreational community, (b) maintaining and administering the common properties and facilities therein, (c) administering and enforcing these Second Amended CC&R's, and (d) collecting and disbursing the assessments and charges hereinafter created;
6. The undersigned desire to establish certain standards covering the said recreational community by means of these Second Amended CC&R's so as to secure to each individual owner the full benefit and enjoyment of his property with no greater restrictions upon the free and undisturbed use of his property than is necessary to insure the same advantage to other similar property owners; and to insure the lasting beauty and investment value of said recreational community.
7. Therefore, the 1978 CC&R's and First Amended CC&R's are hereby amended by the undersigned Site Owners of the Bear Lake RV Park.

ARTICLE I: DEFINITIONS

1. "**Association**" shall mean and refer to the Bear Lake RV Park Property Owners Association, Inc., an Idaho non profit corporation, its successors and assigns.

2. **"Board of Directors"** shall mean the duly elected Officers of the Association, hereafter referred to as "Board".
3. **"Committee"** shall mean and refer to the Architectural and Control Committee, and other committees established by the Board of Directors of the Association, appointed by the Board, composed of not less than three (3) nor more than five (5) members who shall be Owners. Any reference herein to the Committee shall, if said Committee is not selected, constitute a reference to the Association whether so expressed or not.
4. **"Common Area"** shall mean all real property (including the improvements thereto), except that real property plotted as Sites, to which an undivided interest has been deeded to owners for the common use and enjoyment of the Owners.
5. **"Owner"** shall mean and refer to the record owner, whether one or more parties or entities, of a fee simple title to any site or sites which are a part of the Bear Lake RV Park Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
6. **"Properties"** shall mean and refer to the official plat of Bear Lake RV Park and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
7. **"Site"** shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.
8. **"Vote"** shall mean the voting rights and allowed number of votes that are established and determined by a Settlement Agreement filed in Case CV-2008-128 in the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bear Lake.

ARTICLE II: PROPERTY RIGHTS

1. **Declaration of Use.** Any owner may delegate his right of enjoyment to his individual site and the Common Area and facilities to the members of his family, his tenants, or contract purchasers or guests who reside on the property.
2. **Owners' Easements of Enjoyment.** Every owner shall have a right and easement of enjoyment in and to his individual Site and Common Area which shall be appurtenant to and shall pass with the title of every site, subject to the Covenants, Conditions, and Restrictions.

ARTICLE III: ARCHITECTURAL AND CONTROL COMMITTEE

1. Nothing of a permanent nature, such as, but not limited to, a wind screen(s), shade, picnic table, barbecue or fire pit, sun screen, "pad" for a recreational vehicle, fence, wall, antenna or other structure or improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural and Control Committee. In the event said Committee fails to approve or disapprove by a majority vote such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have fully been complied with. The Committee shall not be liable in damages to any person submitting requests for approval or to any owner within the Properties by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests.

ARTICLE IV: MAINTENANCE

1. **Access at Reasonable Hours.** For the purpose solely for performing the maintenance referred to in Paragraph 1 of this Article, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Site at reasonable hours on any day except Sunday.
2. **Compliance Of Individual Sites.** The Owners failure to maintain his Site as prescribed by Committee, Association or Board may at its option, after giving the Owner thirty (30) days' written notice sent by his last known address, have the necessary maintenance performed, such cost shall become a lien against the Site, and added to and become part of the next due

maintenance assessments and/or subject to all additional terms and conditions as set forth in the Association By-Laws.

3. **Maintenance And Repair Of Individual Sites.** The Owners are responsible for maintenance of their own Site and collectively responsible for the Common Area as approved by the Committee for work to be performed in the Common Area. The grounds of each Site and the undivided interest in the Common Area shall be properly maintained in a condition prescribed by the Committee. The cost of all Common Area maintenance shall be assessed against the Owners of all Sites, upon which such maintenance under Article IV Paragraph 1 is done and shall be added to and become part of the next due maintenance assessments.

ARTICLE V: COMMON SCHEME RESTRICTIONS

The following restrictions are imposed as a common scheme upon and for the benefit of the Properties. Nothing of a permanent nature will be allowed on any Site without the approval of the Committee.

1. **All Other Permanent Structures And Things Prohibited.** No permanent residence, domicile, or lean-to except for the purpose of coverage and protection for an RV shall be allowed on any Site.
2. **Permitted Permanent Structures And Things.** The only things of a permanent nature that will be approved are, but not limited to, are split rail fencing, picnic table, barbecue or fire pit, or asphalt or concrete "pad" for a recreational vehicle.
3. **Recreational Vehicle Standards.** Only travel trailers, truck campers, motor homes, and other recreational vehicles may be placed or parked on a Site. Such vehicles may be parked or placed on a Site overnight or longer only if such vehicle(s) meets the following standards and specifications:
 - a. Such vehicles(s) shall be what are commonly known as a self-contained unit and each such vehicle shall be plumbed in for human waste and waste water of all types into self-contained fully sealed and enclosed receiving and holding tank.
 - b. Such vehicle(s) shall have a height which does not exceed thirteen feet, a basic RV width which does not exceed eight feet (plus any slide outs), and a length which does not exceed forty feet.
 - c. No vehicle shall have its wheels removed.
4. **Set-Backs.** Each vehicle(s) parked or placed on a Site shall be parked so as to leave a minimum distance of five feet between the vehicle(s) and each side of the Site (from the slide if present and open), and a minimum distance of twenty-five feet between the vehicle and the front of the site and ten feet between the vehicle(s) and the back of the site.

ARTICLE VI: USE RESTRICTIONS

1. **Altering Common Areas.** No owner shall, without prior written consent of the Board in each specific instance, make or cause to be made any alteration, addition, or removal, or improvement in or on the common areas or any part thereof, or do any act that would impair the structural soundness or integrity of any common area improvements, or jeopardize the safety of persons or property or impair any easement appurtenant to the properties.
2. **Animals.** No animals, livestock, or poultry of any kind shall be housed, raised, or kept on any part of the Properties, either temporarily or permanently, except that commonly accepted domestic household pets may be kept within a Site provided they are not kept or maintained for any commercial purposes. The exception to this paragraph is for horses, along with horse trailers, which may be kept only in the specifically designated portion of the Park for horses and horse trailers. No horses or horse trailers will be allowed on any individual Sites or the Common Area. Any animal allowed on the properties shall be on a leash when not otherwise confined physically to its owner's Site. Stray and running animals will be turned over to the proper county authorities. All animal droppings shall be recovered and dispensed of by the animal's owner daily.

3. **Common Areas.** The common areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Sites set forth herein.
4. **Easements.** Easements for installation and maintenance of utilities and drainage ways and for roadways are preserved as described on the recorded plat for the Properties, and such easements shall remain open and readily accessible for service and maintenance of utilities and drainage ways and other purposes.
5. **Excavation.** No drilling or digging of wells of any description, quarrying, mining, dredging, or excavating, of any type or nature, shall be done on any Site, except by approval of Committee, as may be necessary to promote health and welfare of the Site Owners.
6. **Firearms.** No firearms, bow and arrows, or other weapons, or explosives of any type, shall be discharge or used within the Properties.
7. **Fires.** No open fires of any kind, including those for the burning of rubbish and debris, shall be permitted on the Properties, except within a metal or pottery cooking, barbecuing or brazing device or within a fireplace, barbecue or fire pit, provided that the construction and use of any such fireplace shall have the prior approval of the Committee.
8. **Inoperative Vehicles.** No inoperative automobiles shall be placed or remain on any site or adjacent road for more than forty-eight (48) hours.
9. **Natural Resources.** During the planning and design of this park, it was determined that the land on which these facilities have been placed is used by includes many natural resources and is used by wildlife as a winter range. It is the policy of the Association and Owners to protect the important natural resources of the Bear Lake region, one of which is its wildlife. The Association from time to time may adopt rules and regulations consistent with this policy.
10. **Nuisance.** Nothing shall be done or permitted on any Site or Common Area which may be or become an annoyance or nuisance to the Properties. No noxious, illegal, dangerous, or junked vehicle, recreational vehicle, watercraft, equipment or material of any kind shall be placed or permitted to remain on any site. No instrumentalities creating loud and obnoxious noises shall be allowed on the Properties.
11. **Obstructing Common Areas.** No owner shall obstruct the common areas or any part thereof. No owner shall store or cause to be stored in the common areas any property whatsoever, unless the Board of Directors shall consent thereto in writing whereby setting the area as storage or parking at the site owners risk and liability.
12. **Refuse and Rubbish.** Rubbish, garbage, or other waste shall be kept in a closed suitable container. All containers for the storage or disposal of garbage, trash, rubbish, or other refuse shall be kept in a clean, sanitary condition. No liquid or solid waste shall be poured or dumped on any Site or Common Area.
13. **Re-Subdividing.** No further subdivision or re-subdivision of any site or combination of Sites, as shown on the recorded plat for the Properties, shall be permitted.
14. **Sewage.** No sewage, waste water, accumulated garbage, or liquid or solid waste-disposal system, or sewage and waste water storage tank of any type shall be permitted on a Site, except by approval of Committee. The Committee grants approval and permits the usage of a sewage "tote tank system" for the purpose of collecting sewage and waste water from the vehicle holding tank for the purpose of dumping said sewage and waste water and transporting said sewage and waste water only from the vehicle holding tank to the Park dump station. The "tote tank" is not designed nor intended to be a permanent storage system, but a temporary storage only for the purpose of transporting said sewage and waste water.
15. **Signs.** No signs of any character shall be displayed or placed on any site except to identify the lot owner, the lot address, and for sale if appropriate. All lots are to have a visible sign identifying the address of the lot(s) to aid in the location for emergency vehicles and other safety related operations. All signs are to be approved by the Committee to ensure harmony of external design and location in relation to surrounding structures and topography.

16. **Speed Limits.** Speed limits as prescribed and posted by the Board shall be observed.
17. **Trees And Wood.** No wood, timber, or trees, other than dead wood already on the ground may be cut or in any way be removed from the Common Area.
18. **Vehicles.** All vehicles, including, but not limited to, cars, trucks, recreational vehicles, tractors, motorcycles, mini-bikes, snowmobiles and all-terrain vehicles must be driven only on the roads within the Properties. These same vehicles are to be parked only on an Owner's individually owned Site.
19. **Water Use.** The Association will maintain responsibility for the ownership, maintenance, and installation of all appurtenant fixtures and structures of the water system. Site Owners will have limited use of water from the water hydrants placed throughout the project for personal use and consumption only. Watering of sod, grass, and flowers will not be permitted on the individual Sites, except during the hours of 6 PM through 10 AM daily. It is permitted to water newly-planted trees and shrubs and grass until their root systems have a chance to develop, as long as the trees, shrubs and grass have been approved by the Committee as to low water level requirements to ensure harmony of external design and location in relation to surrounding structures and topography and natural habitat. The water system will be operational only during the time of approximately April 1st through September 30th, depending on weather conditions allowing availability to the park.

ARTICLE VII: GENERAL PROVISIONS

1. **Amendment.** These Second Amended Covenants Conditions and Restrictions shall run with and bind the land from this time forth. This Declaration may be amended by an instrument signed by not less than sixty six percent (66%) of the Site Owners. Any amendment must be recorded and shall become effective on the date and time the same are recorded.
2. **Construction and Maintenance.** The Board may grant approval to contractors to have the right to ingress and egress over individually owned Sites and the Common Area and the right to store materials thereon and to make such other use thereof as in its discretion as may be necessary to complete any construction thereon, and further, during the construction period. The exercise of the rights secured to a Contractor herein shall not unreasonably interfere with the rights of access to, occupation, use and enjoyment by any Owner of his Site or his access to a public way from his premises, or his access to, use and enjoyment of any recreation facility constructed on the Common Area. Any damage incurred by Contractor during construction and/or maintenance to Common Area and Sites shall be repaired and/or returned to its original state at Contractors Expense.
3. **Enforcement.** The Association, Board, or Owner(s), shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of the Amendment. Failure by the Association, Board or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any cost incurred to bring a Site into compliance with the declared provisions of these Second Amended Covenants, Conditions, and Restrictions shall be borne by the owner of the Site and shall become a lien on the property. Any cost incurred to bring the Common Area into compliance shall be included in the annual assessment fees as determined by the Board.
4. **Severability.** Invalidation of any one of these Second Amended Covenants, Conditions or Restrictions by Judgment or court order shall in no wise effect any other provisions which shall remain in full force and effect.

ARTICLE VIII: ASSOCIATION

1. **Association.** The Association, as defined in Article 1 Paragraph 1, of these Second Amended Covenants, Conditions, and Restrictions, has been organized under the Non-Profit Corporation laws of the State of Idaho. The powers, rights, and limitations are set forth in the Association By-Laws, and any subsequent amendments thereto shall become apart of these Covenants, Conditions, and Restrictions. The existing water rights now in use and approved by the Idaho Department of Water Resource, are hereby assigned to the Association.

2. **Implied Rights.** This Association may exercise any right, power, or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably implied from the existence of any right or privilege given it herein or reasonably necessary to effectuate any such right or privilege. Notwithstanding, any thing to the contrary contained herein, the Bear Lake RV Park Properties covered by this Amendment shall at all times be governed by all existing national, state, county, and local laws and regulations applicable thereto.
3. **Membership.** Each owner shall be entitled and required to be a member of the Association. Membership shall begin immediately and automatically upon becoming an owner and shall terminate immediately and automatically upon ceasing to be an owner. If title to a site is held by more than one person, the membership appurtenant to the site shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which title to the site is held. An owner shall be entitled to one membership for each site owned by him or her. Each membership shall be appurtenant to the site to which it relates and shall be transferred automatically by conveyance of that site. Ownership of a site within the project cannot be separated from membership in the Association appurtenant thereto, and any attempted devise, encumbrance, conveyance, or other disposition, respectively, of the owner's membership in the Association and rights appurtenant thereto separate to site ownership shall be null and void ab initio. No person or entity other than an owner may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of a site.
4. **Rules And Regulations.** The Board of Directors may make reasonable rules and regulations governing the use of Common areas, which rules and regulations shall be consistent with the rights and duties established for any owner to enforce compliance with such rules and regulations or other obligations of such owner arising hereunder, or to obtain such damages for noncompliance therewith, as permitted by law. In the event of judicial action, the Association shall be entitled to recover its costs, including reasonable attorney's fees, from the offending owner.
5. **Sale Or Transfer Of Site(s) Required Notice.** When a site owner(s) of an "unimproved site" sells and/or transfers ownership of the site(s) to another owner(s) in bulk (defined as ten ((10)) or more sites at a time), within thirty (30) days of the recording of the sale and/or transfer the new owner must notify in writing to the Association (the postmark date will serve as the official notice date to the Association), the following information to maintain the "unimproved site" status for bulk sales and/or transfers of ten (10) or more sites:
 - a. Date of the sale or transfer of site(s);
 - b. Site number(s) purchased or transferred
 - c. The name of each Site owner(s);
 - d. The mailing address of each Site owner(s);
 - e. The phone number of each Site owner(s);
 - f. The E-mail address(s) of each Site owner(s).
6. **Votes.** Each improved site will be entitled to one (1) vote subject to the settlement agreement¹. The number of votes appurtenant to the improved sites as set forth in this paragraph shall have a permanent character and shall not be altered².

ARTICLE IX: ASSESSMENTS

1. **Annual Assessments.** Annual assessments shall be based upon advanced estimates of the Association's cash requirements to provide for maintenance and operations of the Bear Lake R V Park. Annual assessments shall be determined on the basis of a fiscal year beginning January 1 and ending December 31 next following. On or before December 1 of each year, the Board of Directors shall prepare and furnish to each owner, or cause to be prepared and furnished to each

¹ Settlement Agreement Case CV-2008-128 in the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bear Lake.

² *ibid.*

owner by mail or electronic submission, an operating budget for the upcoming fiscal year. The budget shall itemize the estimated expenses for such fiscal year, anticipated receipts (if any), and any deficit or surplus from the prior operating period. The budget shall serve as the supporting document for the annual assessment for the upcoming fiscal year and as the major guideline under which the Bear Lake RV Park shall be operated during such annual period. The Board of Directors shall notify each owner by "payment due invoice" as to the amount of the annual assessment against the owner(s) site on or before December 31 of each year for the fiscal year beginning on January 1 next following. Each annual assessment shall be payable in a single payment due by March 31 of the same year or by allowed and authorized and approved prorated multiple payments as authorized by the Board of Directors and outlined in the Association By-Laws. All unpaid assessments shall bear interest at the rate of nine (9) percent per annum from the date each such assessment became due until paid. The failure of the Board of Directors to give timely notice of any annual assessment as provided therein shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any owner from the obligation to pay such assessment or any other assessment; but the date when the assessment shall become due in such case shall be deferred to a date fifteen (15) days after notice of such assessment shall have been given to the owner in the manner provided in this Declaration. Unpaid assessments and default payments will be a lien on the Site(s) and/or subject to all additional terms and conditions as set forth in the Association By-Laws.

2. **Mutual Covenant Regarding Assessments.** The undersigned owners covenant and agree with each other and with the Association to pay to the Association all assessments made by the Association for the purposes provided in these Second Amended Covenants, Conditions, & Restrictions. Assessments shall be fixed at a uniform rate for all improved sites subject to the settlement agreement³
3. **Special Assessments** In addition to annual assessments authorized herein, the Board of Directors may, on behalf of the Association, levy, at any time and from time to time, upon affirmative vote of at least sixty-six (66) percent of the total votes of the Association, Special Assessments, payable over such periods as the Board of Directors may determine for the purpose of defraying, in whole or in part, the cost of any or any part thereof, or of any other expenses incurred or to be incurred as provided in these Second Amended Covenants, Conditions, & Restrictions. The Board's power to impose special assessments is also subject to the settlement agreement⁴. This paragraph shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other paragraphs and paragraphs or Articles hereof. Any amounts assessed pursuant hereto shall be assessed to owners in proportion to their respective undivided interests in the common areas; thereby each site shall be uniformly and equally assessed. Notice in writing or approved electronic transmission, of each such special assessment and the time for payment thereof shall be given promptly to the owners; no payments shall be due less than thirty (30) days after such notice shall have been given. All unpaid portions of any special assessment shall bear interest at the rate of nine (9) percent per annum from the date such portions become due until paid. All unpaid portions, assessment and late fees, shall be a lien on the Site and/or subject to all additional terms and conditions as set forth in the Association By-Laws.

ARTICLE X: GOVERNANCE

1. **Property Governance.** Notwithstanding, any thing to the contrary contained herein, the Bear Lake RV Park Properties covered by this Amendment shall at all times be governed by all existing national, state, county, and local laws and regulations applicable thereto.

(PAGE BREAK INSERTED HERE FOR RECORDING PURPOSES TO TRACK THE DOCUMENT)

³ *ibid.*

⁴ *Ibid.*

ARTICLE XI: AMENDMENTS

- 1. **Amendments.** This amendment may be executed in as many counterparts are necessary to facilitate the acceptance thereof, only one copy with the original signatures attached will be recorded for these Second Amended Covenants, Conditions and Restrictions of Bear Lake RV Park No. 1, No. 2 and No. 3.
- 2. **IN WITNESS WHEREOF**, the undersigned being at least sixty six percent (66%) of the Owners have executed the above and foregoing Second Amended Covenants, Conditions and Restrictions of Bear Lake RV Park, on the date indicated and to become effective on the recording of the same.

Site Owner's Signature

Site Number(s): _____

Printed name

Mailing Address: _____ City: _____ State: _____ Zip: _____

State of _____)

: ss

County of _____)

On this ____ day of _____, in the year _____, before me personally appeared _____, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

NOTARY PUBLIC

Residing at: _____

My commission expires: _____