

**KISSING CAMELS ESTATES  
PROPERTY MAINTENANCE ALLOCATION AGREEMENT**

This Kissing Camels Estates Property Maintenance Allocation Agreement (“Agreement”) is entered into as of FEBRUARY 25, 2018, to be effective July 1, 2017 between Kissing Camels Property Owners Association, a Colorado nonprofit corporation (“KCPOA”), and BCWJ813,LLC, a Colorado limited liability company d/b/a Garden of the Gods Club and Resort (“GOG”) regarding certain real properties and amenities associated therewith within Kissing Camels Estates (“KCE”), Colorado Springs, El Paso County, Colorado. This Agreement is based upon the following history, understandings and intentions of the parties hereto:

- A. KCPOA is an association for a common interest ownership community known as KCE and has authority and responsibility to maintain the value of common ownership and individual properties within KCE as delegated by that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservations for Kissing Camels, recorded in the records of the Clerk and Recorder of El Paso County, State of Colorado, under Reception No. 204032677 on February 26, 2004, as said Amended and Restated Declaration may be appropriately amended from time to time (the “Declaration”).
- B. GOG is the manager and operator of the Garden of the Gods Collection and related and ancillary facilities and amenities adjacent to and within KCE.
- C. Both KCPOA and GOG desire an agreement for the allocation and sharing of expense and maintenance associated with mutually beneficial operations, responsibilities and functions of both KCPOA and GOG in furtherance of the ownership and operation of their respective facilities and amenities within and adjacent to KCE.
- D. In this Agreement, KCPOA and GOG desire to set forth their agreements and responsibilities for sharing expenses and maintenance of facilities, infrastructure and grounds within and adjacent to KCE.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by KCPOA and GOG, the parties agree as follows:

**1. Elements of this Agreement.**

a. Landscaping and Irrigation.

i. **Mesa Road Landscaping Installation.** KCPOA and GOG shall jointly develop a landscape plan and proposed budget with NES, Inc., a Colorado Springs based land planning company, for the east side of Mesa Road south of the traffic roundabout to the KCPOA property line. Subject to the further terms of this Paragraph 1(a)(i), the design and installation of the landscape plan for this space (“Mesa Road Landscape”) shall be an equally shared cost between KCPOA and GOG. Within seventy-five (75) days of the execution of this Agreement, GOG shall prepare or cause to be prepared a preliminary landscape plan and present said plan and the budget for said plan to KCPOA. KCPOA and



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GOG shall have sixty (60) days from the delivery of this preliminary plan and budget to KCPOA, in good faith, to agree upon a final plan and budget. In the event the parties fail to agree on either a plan or a budget, then GOG shall reasonably determine a plan with a budget of at least \$73,600.00, and GOG shall install or cause the installation of all the improvements according to the plan, diligently pursuing the project through completion. The budget shall be all-inclusive of wages, insurance, benefits, materials, equipment, equipment rental, subcontractor costs, equipment and tools, clean-up, utilities, permits, repairs or correction and any other costs reasonably related to the plan through completion. GOG shall provide KCPOA monthly accounting during the planning and installation of the Mesa Road Landscape. Any work on either the plan or installation of the Mesa Road Landscape performed by GOG staff or employees shall be documented fully as if performed by an unrelated third party. Any costs or expenses submitted pursuant to the approved budget shall be detailed and itemized by time, materials, labor costs, and allocated supervision.

1. KCPOA and GOG shall each pay fifty percent (50%) of the costs and expenses of the Mesa Road Landscape pursuant to the approved budget therefor.
2. GOG shall be responsible for the first \$36,800.00 of said total costs. Thereafter, KCPOA shall pay the next \$36,800.00 of the total costs and expenses of the Mesa Road Landscape pursuant to the approved budget.
3. Thereafter, both KCPOA and GOG shall pay fifty percent (50%) of the remaining draws, if any, through completion of the Mesa Road Landscape.
4. KCPOA shall pay its share of the draws within thirty (30) days of submittal.
5. None of the costs of the Mesa Road Landscape shall be GOG Expenses, KCPOA Expenses or part of Shared Expenses, as defined in Paragraph 2 below.

ii. **Mesa Road Landscaping Maintenance.** After completion of the installation of the Mesa Road Landscape, GOG shall be responsible for irrigation and maintenance of the Mesa Road Landscape to include replacing dead or dying plantings, as determined in GOG's reasonable discretion on an on-going basis throughout the term of this Agreement ("Mesa Road Landscaping Maintenance"). All costs reasonably incurred by GOG under this provision shall be GOG Expenses, as defined in Paragraph 2 of this Agreement and, as such, included within the cost sharing calculation established and set forth in Exhibit B-1 attached hereto.

iii. **Irrigation Lines, Zone Clocks and Landscape Maintenance.** The Parties hereby agree that GOG shall be responsible at its sole cost for the ongoing maintenance, repair, replacement and improvement of the irrigation lines and related irrigation improvements highlighted in yellow and blue on Exhibit A-1 attached hereto. The Parties hereby further agree that KCPOA shall be responsible at its sole cost for the ongoing maintenance, repair, replacement and improvement of the irrigation lines and related irrigation improvements highlighted in green on said Exhibit A-1. Within each area of responsibility as described

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in this Paragraph 1(a)(iii), the Party responsible for the applicable irrigation lines will also (A) control and be responsible for the irrigation zone clocks, subject to best management practices as reasonably determined by GOG, and (B) be responsible for the regular maintenance of all landscaped areas served by its irrigation lines (i.e., mow, trim, irrigate, fertilize, control weeds, control pests, trash pick-up and cleanup, flower bed maintenance, removal and replacement of dead or dying plantings, (excluding tree replacement, )), each as determined in the responsible Party's reasonable discretion. GOG will cause its staff to instruct the KCPOA Community Manager or such other person or persons as may be designated by written notice to GOG before training is provided by GOG. Such training, instruction and implementation of KCPOA control as described in this Paragraph 1(a)(iii) shall be completed no later than thirty (30) days following the execution of this Agreement.

iv. *Water Usage.* Irrigation water will be supplied by GOG to all of the irrigation lines identified in Paragraph 1(a)(iii) above (except as related to area #7 as shown on Exhibit A-1, for which GOG does not supply water) during the term of this Agreement; provided, however, the foregoing obligation to supply water is subject to any requirements and restrictions of Colorado Springs Utilities as published for and during periods of low water availability. The water costs for water provided by GOG is included within GOG Expenses within the summary of cost sharing calculations on Exhibit B to this Agreement.

b. Premises Security.

i. *Security Systems, Personnel and Supervision.* KCPOA shall have the responsibility and the duty to provide premises security systems and personnel for all aspects of the operations, facilities, and amenities of KCPOA and GOG located within KCE including Kissing Camels Main Gate, except as specifically excluded hereunder. All costs associated with this duty and responsibility shall be KCPOA Expenses, as defined in Paragraph 2 of this Agreement and are included within the cost sharing calculations within Exhibit B.

ii. *Security Services for GOG and the Garden of the Gods Collection.*

1. During the term of this agreement KCPOA's security services personnel will periodically and randomly during each 24-hour period, pursuant to reasonable security monitoring protocols, include within its premises patrols the Kissing Camels Golf Club House, the Tennis Center and Recreation Center, Gateway Building, Main Club Building parking lots and to report to GOG unusual activity, safety concerns, and damage observed. During such patrols, the security personnel shall also report to GOG any audible alarms which are noted.

a. At times determined by GOG and communicated to KCPOA's Community Manager, in writing, KCPOA shall cause its security personnel to unlock, on a frequency of one time per 24-hour period, and to lock, on a frequency of one time per 24-hour period, the Tennis Center, the Recreation Center (seasonally when open), the Kissing Camels Golf Club House main doors, and the Mirage Restrooms (seasonally when open). It is anticipated that GOG will install electronic locks on these specific facilities before the end of calendar year 2019.

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Thereafter, KCPOA shall no longer have the responsibilities for locking and unlocking as provided for in this Paragraph 1(b)(ii)(1)(a).

b. At times determined by GOG and communicated to KCPOA's Community Manager, in writing, KCPOA shall cause its security personnel to unlock, on a frequency of one time per 24-hour period, and to lock, on a frequency of one time per 24-hour period, the South Club Rooms (3 doors), the Fitness Center (4 doors), the Pool Gates and Doors (3 doors), the Garden Door, the Garden Terrace Door, the Hill Room, the Grand View Room, the Rocks Dining Room, the Rocks Lounge, the Club Lobby and the North Club Rooms (2 doors). It is anticipated that GOG will install electronic locks on these specific facilities' doors before the end of calendar year 2019. Thereafter, KCPOA shall no longer have the responsibilities for locking and unlocking as provided for in this Paragraph 1(b)(ii)(1)(b).

c. GOG shall be responsible for locking and unlocking the Gateway Building.

2. The services which are described in Paragraph 1(b)(ii)(1) and Paragraphs 1(b)(ii)(1)(a) and (b) above shall be collectively referred to as "Security Services".

3. Security Services shall be included in the KCPOA Expenses cost sharing calculation set forth in Exhibit B- to this Agreement.

4. Security personnel will also be available to assist in case of any unusual activity or damage or in case of a fire alarm, a 911 call, or calls for assistance from GOG's night audit team regarding suspicious activities. With respect to (a) any security response initiated by GOG (i.e., 911 call, night audit call or other call for assistance or fire or other alarm) and minor in nature (a type of incident that generally takes less than 15 minutes on-site, such as but not limited to, investigating whether a parked vehicle is properly permitted), or (b) any activity by security personnel not so initiated by GOG, GOG shall not be charged separately from the charges already shared under this Agreement. With respect to any security response initiated by GOG (i.e., 911 call, night audit call or other call for assistance or fire or other alarm) and not minor in nature as described above, KCPOA may charge GOG an additional charge of \$200.00 per incident of sixty (60) minutes or less. Longer involvement of security personnel shall be at a cost to be determined and negotiated from time to time which shall also be an additional expense and not included within the cost sharing calculations of Exhibit B.

5. GOG, as its managing agent, is expected to open The Ridge as a gated community in early 2018. Any assistance which GOG requests of KCPOA security personnel or systems for this development shall be separately negotiated and not a duty or responsibility of KCPOA under this Agreement.

c. Kissing Camels Drive. Kissing Camels Drive within KCE is owned by KCPOA as a Common Element under and subject to the terms and provisions of the Declaration (including, without limitation, the access rights of GOG under Section 4.8.3 thereof and its access rights

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*GOG 2/28/15*

for GOG, its members, guests and agents) and is the main road from Mesa Road to the Kissing Camels Golf Club, the Tennis Center and the Recreation Center, all facilities owned by GOG.

***i. Kissing Camels Drive KCPOA Responsibilities.***

1. KCPOA shall have the responsibility to provide, maintain and repair the street lighting along Kissing Camels Drive from the Mesa Road roundabout to the Tennis Center and Recreation Center entry roadway.
2. KCPOA shall have responsibility to maintain the road surface, road bed and underlayment for Kissing Camels Drive to include mill and overlay as needed, seal and slurry coating, power sweeping, speed hump construction, striping and striping maintenance, snow removal and all related and necessary costs to maintain this roadway.
3. The costs and expenses incurred by KCPOA in furtherance of its responsibilities set forth in Paragraph 1(c)(i)(1) and (2) above will be a KCPOA Expense as set forth in the cost sharing calculations of Exhibit B to this Agreement.

***ii. Kissing Camels Drive GOG Responsibilities.***

1. GOG shall have the responsibility to mow, trim, irrigate, fertilize, control weeds, control pests, trash pick-up and cleanup, flower bed maintenance, tree spraying, tree pruning, tree removal and replacement in and along the rights of way, the median, entry island and the Mesa Road roundabout along Kissing Camels Drive from the Mesa Road roundabout to the Tennis Center and Recreation Center, including landscaping along entry roadway, guard and gate house, and related water usage and irrigation maintenance.
2. The costs and expenses incurred by GOG in furtherance of its responsibilities set forth in Paragraph 1(c)(ii)(1) above will be a GOG Expense as set forth in the cost sharing calculations of Exhibit B to this Agreement.

d. **Fiber Optic Cable.** The Parties hereby acknowledge and agree that GOG owns and shall be responsible for the ongoing maintenance, repair, replacement and improvement of the fiber optic cable lines, as highlighted in red on Exhibit A-2 attached hereto (the "Fiber Optic Lines"), in a manner determined by GOG in its sole and exclusive discretion. Without limiting the generality of foregoing, GOG shall have no responsibility to maintain the Fiber Optic Lines to meet any serviceability standard desired by or historically provided to KCPOA and KCPOA shall be fully responsible for its own connections to the Fiber Optic Lines. Provided that (a) the Fiber Optic Lines remain functional, and (b) sufficient bandwidth exists within the Fiber Optic Lines to service both the uses of KCPOA and the present and future uses of GOG, each as determined by GOG as described below, GOG agrees that KCPOA may utilize during the term of this Agreement the Fiber Optic Lines in a manner consistent with KCPOA's current uses (such right limited to passive use, without the right to maintain, modify or improve the Fiber Optic Lines). In the event either that the Fiber Optic Lines are no longer functional or that bandwidth is no longer sufficient (or will no longer be sufficient due to then-planned bandwidth uses by GOG), each as reasonably determined by GOG, GOG may terminate

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*[Signature]*

KCPOA's right to utilize the Fiber Optic Lines under this Paragraph upon six (6) months' advance written notice to KCPOA. In the absence of acceptable serviceability of the Fiber Optic Lines for KCPOA uses, due to reasons attributable to GOG and not KCPOA, GOG acknowledges that KCPOA will not be able to provide certain Security Services to GOG to the extent that such non-serviceability directly prevents KCPOA from providing same (the "Suspended Security Services"). In this event, KCPOA may suspend providing the Suspended Security Services during the period of non-serviceability. Such an inability to provide the Suspended Security Services to GOG shall not be considered a condition of default under this Agreement, and KCPOA shall not be held liable for any failure to provide Suspended Security Services due to a lack of serviceability of the Fiber Optic Lines due to reasons attributable to GOG and not KCPOA. If and when such a lack of serviceability arises, or is expected to arise, the parties agree to discuss in good faith, without obligation, possible options that benefit both parties to restore, improve, enhance or replace the serviceability needed by both parties. Notwithstanding the foregoing, nothing in this Paragraph 1(d) shall be interpreted as (i) permitting any interference with GOG's access through the front gate, or (ii) requiring GOG to contribute toward any repair, replacement or alternative option to restore KCPOA's fiber optic serviceability.

KCPOA acknowledges and agrees that any services to KCPOA through the Fiber Optic Lines are being provided free of charge to KCPOA and that GOG shall not be held liable or responsible in any manner whatsoever for service problems, interruptions or termination of any service or any other matter as related to such services or lack thereof, and KCPOA hereby fully and absolutely releases GOG for any such liability or responsibility. If KCPOA conducts any work in the areas of the Fiber Optic Lines, KCPOA shall be responsible for locating the line and for any damage caused, as described in Paragraph 6(e) below. If damage to these lines is the result of force majeure or an unknown cause, both Parties agree to equally share the cost of repair or restoration. The agreements of this Paragraph 1(d) replace any previous agreements between the Parties as to the fiber optic lines within KCE.

e. Access and Use. Each Party shall have appropriate access and use rights reasonably necessary to perform their respective responsibilities under this Agreement.

## 2. Allocation of Costs and Expenses.

a. KCPOA Expenses. The total of the costs and expenses which KCPOA agrees to pay pursuant to this Agreement and set forth in Paragraphs 1(a)(iii), 1(b)(i), 1(b)(ii) [except as otherwise provided in 1(b)(ii)(4)], and 1(c)(i) shall be KCPOA Expenses.

b. GOG Expenses. The total of the costs and expenses which GOG agrees to pay pursuant to this Agreement and set forth in Paragraphs 1(a)(ii), 1(a)(iii), 1(a)(iv), 1(c)(ii), and 1(d) shall be GOG Expenses.

c. Shared Expenses. The total of all KCPOA Expenses and GOG Expenses as shown on Exhibit B-1 shall be hereinafter referred to as "**Shared Expenses**"

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d. Annual GOG Payment. The calculation of the Annual Difference GOG Owes KCPOA of the Shared Expenses is shown on Exhibit B-1, which equals \$103,330.00 (the "Annual GOG Payment") for the initial contract year of this Agreement (i.e., July 1, 2017 through June 30, 2018). The Annual GOG Payment shall be paid by GOG to KCPOA in twelve equal installments on or before the first day of each calendar month during the applicable contract year of this Agreement (i.e., \$8,610.83 per month during the initial contract year); provided, however, that beginning on each subsequent July 1 following the effective date of this Agreement, the Annual GOG Payment shall increase by five percent (5%). Notwithstanding the foregoing, in the event that either Party (i) incurs extraordinary costs as related to its responsibilities under this Agreement that could not have been reasonably anticipated in the agreed upon costs set forth in Exhibit B (such as, but not limited to, a sink hole appearing in Kissing Camels Drive), and provided that (A) the Party desires to include those extraordinary costs under this Agreement as a Shared Expense for the year during which the extraordinary cost is incurred and gives written notice to the other Party describing such extraordinary costs and the event causing them providing reasonable documentation of the extraordinary costs, and (B) the other Party consents to same, such consent to not be unreasonably withheld, conditioned or delayed; or (ii) the Parties mutually agree in writing to an additional cost that is deemed to be mutually beneficial to both Parties (such as, but not limited to, software improvements for security), then, the Annual GOG Payment may increase or decrease, as applicable, during any particular contract year (with GOG responsible for thirty-one percent (31%) of such agreed upon extraordinary costs). Any change in the Annual GOG Payment due to extraordinary costs shall not affect the following year's Annual GOG Payment. Except as expressly provided in this Paragraph 2(d), the Annual GOG Payment set forth in Exhibit B for any specific year shall not be re-calculated.

e. Allocation of Shared Expenses.

i. It is acknowledged and agreed that the calculations set forth in Exhibit B are based on KCPOA being responsible for sixty-nine percent (69%) of the Shared Expenses ("KCPOA Share"), and GOG being responsible for thirty-one percent (31%) of the Shared Expenses ("GOG Share").

ii. The monthly installments of the Annual GOG Payment shall not bear or accrue interest until and unless they remain delinquent for more than 10 days from the due dates at which time the overdue payment shall bear interest at 1.5% per month.

iii. The provisions of this Paragraph 2 shall extend beyond the term of this Agreement until all sums due shall have been paid in full.

3. Effective Date of this Agreement. This Agreement shall be effective as of July 1, 2017 ("Effective Date").

4. Term of this Agreement. The term of this Agreement shall be ten (10) years, expiring on June 30, 2027. It is the intent and desire of the Parties to conduct negotiations during the six (6) month period prior to such expiration on a new agreement addressing the maintenance and services that are the subject of this Agreement, such new agreement, if any, to be applicable following the expiration of this Agreement upon such terms and conditions as the Parties may agree.

*R. H. H. H. C.*  
*Sgt. 2/25/18*

5. Disputes. In the event either Party should allege a breach of this Agreement by the other Party or, if either Party should fail to agree on compliance with or implementation or interpretation of any part of this Agreement, such alleged breach or failure to agree shall be treated as a Dispute and handled pursuant to the specific provisions of this Paragraph 5. The parties agree not to initiate any litigation unless and until the steps outlined below have been exhausted without resolution of the Dispute. The Party alleging breach or failure to agree shall activate this Dispute clause by providing a written Notice of Dispute to the other Party. Any such Notice shall be specific as to the nature of the Dispute, the specific provision(s) of this Agreement in dispute, and a stated remedy to resolve the Dispute. Within seven (7) days of the delivery of such Notice, GOG and KCPOA, by its Executive Board, shall hold discussion in a good faith attempt to resolve the dispute. If the Dispute remains unresolved twenty (20) days following the delivery of such Notice, the Parties shall participate in mediation, using a mediator that is acceptable to both sides. In the event the Parties cannot agree upon a mediator, a mediator shall be designated by the Judicial Arbitrator Group ("JAG") in Colorado Springs, and held within sixty (60) days following the delivery of the Notice of Dispute. Mediation shall commence upon a date mutually agreed by the Parties, or if no agreement, then a date selected by JAG. Mediation shall be deemed to have failed if so declared by the mediator, or, if the Dispute is not resolved within thirty (30) days of commencing mediation. In lieu of mediation, the Parties may mutually agree to another form of alternate dispute resolution, including binding arbitration, using a mutually agreed arbitrator, or if no agreement, then the arbitrator shall be designated by JAG. If legal issues are involved in the Dispute, the laws of the State of Colorado shall be the applicable law used to interpret or implement the Agreement. Should any Dispute still remain unresolved for any reason at the ninetieth day following the delivery of the Notice of Dispute, either Party shall, thereafter, be free to pursue any remedies available in law or in equity. In any Dispute, attorneys' fees and costs of the Parties may be included within claimed damages. This Paragraph shall survive any termination of this Agreement.

#### 6. Miscellaneous Provisions.

- a. Mutual Indemnity. GOG and KCPOA each agrees to indemnify, defend and hold harmless the other Party (and such Party's officers, directors, employees, members, managers, affiliates or agents) for, from and against any losses, claims, demands, liabilities, penalties, expenses, actions or legal proceedings (including, without limitation, the costs, expenses, and reasonable attorney's fees incurred in connection with the defense of any matter) (a) asserted or imposed by a third party which arise out of any violation by the indemnifying Party of its Standard of Care under this Agreement, as defined below, or (b) asserted or imposed by the indemnifying Party's member(s), resident(s) and/or affiliate(s) which arise out of conduct, actions, omissions or situations where the Standard of Care was satisfied by the indemnified Party. "Standard of Care" is defined as a Party using its diligent professional efforts consistent with industry practices and standards in the performance of its responsibilities hereunder. This Paragraph shall survive any termination of this Agreement.
- b. All Rights Reserved. Notwithstanding any other provision in this Agreement, this Agreement is not intended to, and does not, modify, limit, interrupt, terminate, interpret, or in any manner whatsoever affect any right, title, easement or other interest in real estate of a Party, such as but not limited to those of access, use, enjoyment, prescriptive right, or other similar right or

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easement (an "Interest"), including, without limitation, GOG's rights arising under Section 4.8 of the Declaration and/or otherwise acquired or to be acquired through prescriptive use (and any such prescriptive use shall not be deemed interrupted by this Agreement). Each Party agrees that this Agreement will not be used in any manner whatsoever to disclaim, limit or interpret any such Interest of the other Party. By way of example and not of limitation, KCPOA cannot assert that this Agreement is evidence that any prescriptive right or easement of GOG has not been during any period of time open and notorious, adverse and under a claim of right, or continuous and uninterrupted. All Interests of a Party are hereby expressly reserved, including, without limitation, the right to pursue a quiet title or other action. Further, notwithstanding any contrary provision herein, in the event that any GOG right of access is denied or disputed by KCPOA during the term of this Agreement, GOG may unilaterally terminate this Agreement by written notice to KCPOA. This Paragraph shall survive any termination of this Agreement.

- c. Interpretation of this Agreement. This Agreement represents a comprehensive and substantive resolution of issues between the Parties, all of which are specifically addressed herein, and this Agreement is to be interpreted consistent with such intent. This Paragraph shall survive any termination of this Agreement.
- d. Force Majeure. Neither Party shall be liable to the other for damages for any failure or delay in performance under this Agreement caused directly or indirectly by any person, authority, event or circumstance beyond such Party's reasonable control and without such Party's fault or negligence, including without limitation, fire, casualty, strike, lockout, government control and shortages resulting therefrom, or act of God, and performance shall be extended for a period of time equal to the length of any such permissible delay or delays.
- e. Damage. Any Party working generally in an area where irrigation and/or fiber optic lines may be located will engage a private locate service and will be fully responsible for any damage resulting from such work.
- f. Partial Invalidity. If any provision of this Agreement shall be held invalid or unenforceable under any applicable law, it shall be replaced by an enforceable provision to the same or the nearest possible equivalent effect. In the event there is no enforceable provision to the equivalent effect, such provision shall not apply in such instance. In such event, then all remaining provisions herein shall be given effect in accordance with their terms.
- g. Assignment. The rights, duties, obligations and privileges of any Party to this Agreement may not be assigned without the specific written consent of the other Party, which consent will not be unreasonably withheld, conditioned or delayed (meaning that a Party will respond to any written request for assignment within ten (10) days of the request). In the event that consent is reasonably denied by a Party, this Agreement shall be deemed to automatically terminate and no further rights or obligations shall arise hereunder other than those that expressly survive termination; provided, however, that if the request for assignment describes a planned assignment, the requesting Party may revive this Agreement by not so assigning this Agreement to the proposed assignee.

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*2/25/10*

- h. Notices. Any notice required or provided for in this Agreement shall be in writing. For purposes of this subparagraph, "writing" shall mean either a written communication sent and delivered (i) by any USPS mail service, (ii) electronic mail to a recognized and previously approved address for either GOG or KCPOA (never individual or personal email addresses) or (iii) hand-delivered and which shall be addressed as indicated below or to such other address as GOG or KCPOA may specify hereinafter in writing to the other party. No notice shall be effective until 48 hours after the receipt of the communication provided in this Paragraph 6(h).

**To GOG:**

Garden of the Gods Club and Resort  
Attn: Brenda Smith  
3314 Mesa Road  
Colorado Springs, CO 80904  
Email: bsmith@ggclub.com

**With copy to:**

Garden of the Gods Club and Resort  
Attn: Judy Mackey  
3314 Mesa Road  
Colorado Springs, CO 80904  
Email: Judy.Mackey@ggclub.com

**To KCPOA:**

Bennett – Shellenberger  
Realty, Inc.  
Attn: Ms. Stephanie Ammend,  
Community Manager  
1710 East Pikes Peak Avenue, Ste. 200  
Colorado Springs, CO 80909  
stephanie@bsrl890.com

**With copy to:**

President  
Kissing Camels Property Owners Association  
c/o Bennett-Shellenberger Realty, Inc.  
1365 Garden of the Gods Road, Ste. 108  
Colorado Springs, CO 80907

- i. Time is of the Essence. Time is of the essence with respect to each and every covenant, term and condition provided herein.
- j. Duplicate Originals. The Parties agree that this Agreement shall be executed in duplicate originals.

*BSRL*  
*2/25/10*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above but effective July 1, 2017, acknowledging their authority to do so on behalf of GOG and KCPOA, respectively.

F.H.M.  
G.S.L. 7/25/17

BCWJ813, LLC d/b/a  
Garden of the Gods Club and Resort

By: [Signature]

Title: Co Managing Member

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF EL PASO    )

The foregoing agreement was acknowledged before me this 28 day of February, 2018, by, Brenda Smith as Co managing member of BCWJ813, LLC, a Colorado limited liability company d/b/a Garden of the Gods Club and Resort.

Witness my hand and official seal.

My commission expires: 11/6/21

[Signature]  
\_\_\_\_\_  
Notary Public

CHARLES IVEY VANLANDINGHAM  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20174045830  
MY COMMISSION EXPIRES NOVEMBER 6, 2021



**EXHIBIT A**

(attached as Exhibit A-1 and A-2)

*R.H.M.C.*  
*2/2/15*

# EXHIBIT A-1

## KCPOA COMMUNITY AREAS – MAINTENANCE AND IRRIGATION RESPONSIBILITIES

JULY 2017

### ARRANGEMENT WITHIN KISSING CAMELS COMMUNITY

AREA (CODED BY COLOR)	AREAS OF RESPONSIBILITY		
	LANDSCAPE MAINTENANCE	IRRIGATION MAINTENANCE	WATER
Red	GGCPOA	GGCPOA	GGCPOA
Yellow	GGC CLUB	GGC CLUB	GGC CLUB
Green	KCPOA	KCPOA	GGC CLUB
Blue	GGC CLUB	GGC CLUB	GGC CLUB

Notes: MAINTENANCE is the day-to-day landscape maintenance of the designated areas, this does not include redesign or significant changes and the associated costs. IRRIGATION includes the programming of the clocks and costs to maintain the irrigation system.

Location #7 – North Gate is potable water supplied by CSU. It is billed to KCPOA and shall remain a KCPOA cost.



*RHMC*  
*April 27, 2018*



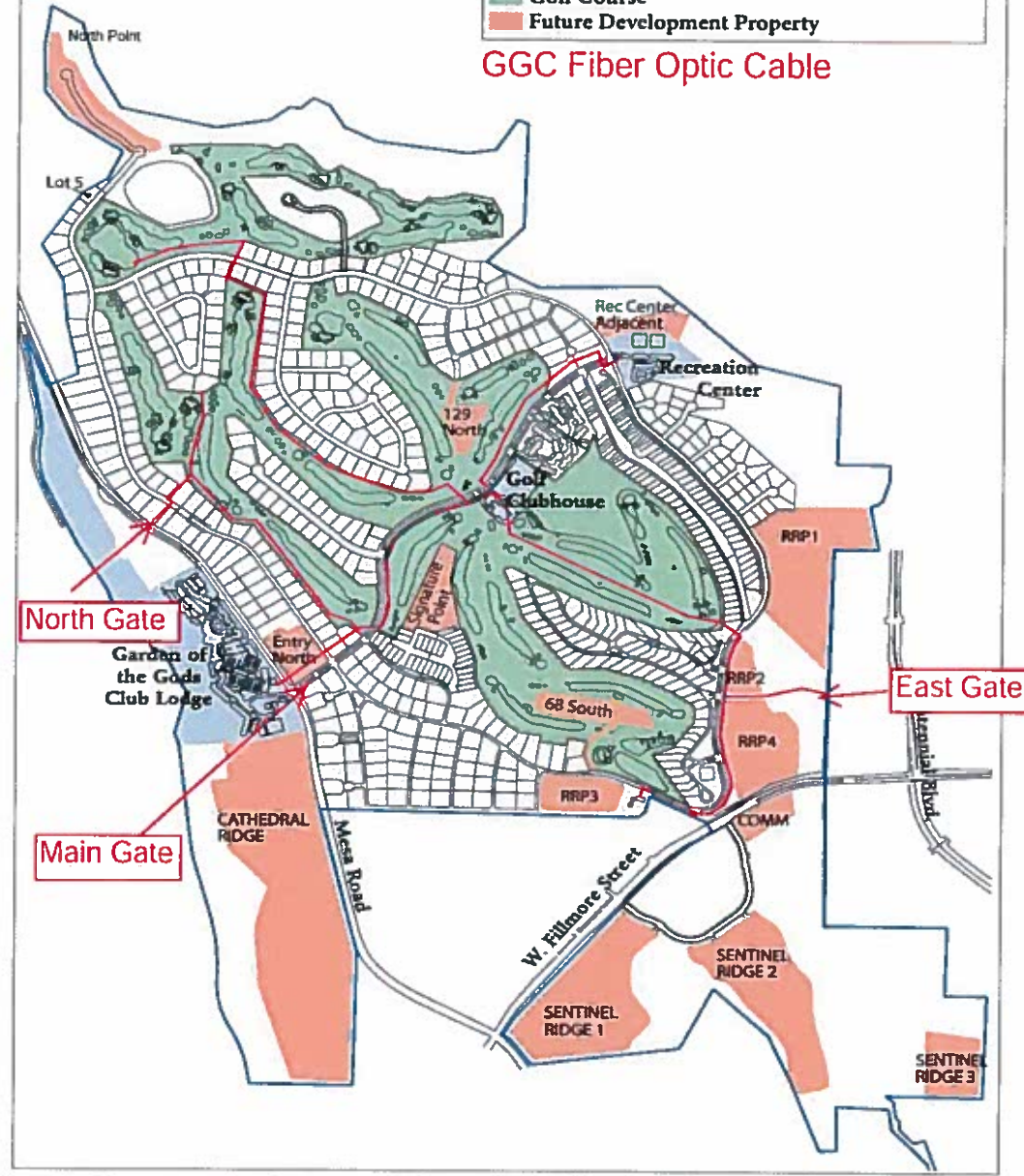
**EXHIBIT A-2**  
**(Map of Real Property)**  
**July 2017**



**GARDEN OF THE GODS CLUB**  
**COLORADO SPRINGS, COLORADO**

- LEGEND**
- Club Amenities
  - Golf Course
  - Future Development Property

GGC Fiber Optic Cable



*RTHC*  
*2/2/15*



**EXHIBIT B**

(attached as Exhibit B-1, B-2 and B-3)

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*2/2/12*

EXHIBIT B-1

KCPOA & Garden of the Gods Cost Sharing Calculation  
11/20/17

Cost Sharing Calculation

		5% ANNUAL INCREASE TO THE BOTH KCPOA & GOG WITH GOG PAYING NET DIFFERENCE											
Amount		for 7/1/17- 6/30/18	for 7/1/18- 6/30/19	for 7/1/19- 6/30/20	for 7/1/20- 6/30/21	for 7/1/21- 6/30/22	for 7/1/22- 6/30/23	for 7/1/23- 6/30/24	for 7/1/24- 6/30/25	for 7/1/25- 6/30/26	for 7/1/26- 6/30/27	TOTAL	
KCPOA													
Security	457,437												
KC Drive	24,022												
Security Agreement Increase for 2018 5%	20,000												
Total	501,459	526,532	552,859	580,501	609,527	640,003	672,003	705,603	740,883	777,927			
GOG													
Landscape	40,657												
Water	30,682												
Subtotal	71,339												
New South Mesa (Estimate - design not complete)	4,200												
	75,539	79,316	83,282	87,446	91,818	96,409	101,229	106,291	111,605	117,186			
<b>TOTAL EXPENSES</b>	<b>576,998</b>	<b>605,848</b>	<b>636,140</b>	<b>667,947</b>	<b>701,345</b>	<b>736,412</b>	<b>773,232</b>	<b>811,894</b>	<b>852,489</b>	<b>895,113</b>			
<b>ALLOCATION OF EXPENSES</b>													
GOG'S SHARE 31%	178,869	187,813	197,203	207,064	217,417	228,288	239,702	251,687	264,271	277,485			
GOG's Expenses above	75,539	79,316	83,282	87,446	91,818	96,409	101,229	106,291	111,605	117,186			
<b>Annual Difference GOG owes KCPOA</b>	<b>\$ 103,330</b>	<b>\$ 108,497</b>	<b>\$ 113,922</b>	<b>\$ 119,618</b>	<b>\$ 125,599</b>	<b>\$ 131,879</b>	<b>\$ 138,473</b>	<b>\$ 145,396</b>	<b>\$ 152,666</b>	<b>\$ 160,299</b>	<b>\$ 1,299,680</b>		
<b>MONTHLY PAYMENT</b>	<b>\$ 8,610.87</b>	<b>\$ 9,041.42</b>	<b>\$ 9,493.49</b>	<b>\$ 9,968.16</b>	<b>\$ 10,466.57</b>	<b>\$ 10,989.90</b>	<b>\$ 11,539.39</b>	<b>\$ 12,116.36</b>	<b>\$ 12,722.18</b>	<b>\$ 13,358.29</b>			

*BHMC*  
*Blud 2/2/18*



EXHIBIT B-3

KCPOA SECURITY AND KC DRIVE COSTS

GL Account	Gates & Guardhouse	16/17 Est	Actual
08210-000	Building Maintenance	3,000	1,473
08220-000	Gate Repairs/Access Control	15,000	13,993
08223-000	ABDi Contract	11,700	11,125
08226-000	Cameras - Repair & Maintenance	6,000	2,143
08230-000	Security Services Contract	379,000	379,862
08230-000	Vehicle Lease		12,684
08240-000	Guardhouse Computer	1,500	868
08250-000	Guardhouse Utilities	4,000	3,889
08260-000	Guardhouse Phone	3,000	2,724
08270-000	Guardhouse Supplies	3,000	2,665
	Software	10,000	25,157 5 year am
08280-000	Guardhouse Misc. Expense	1,000	854
	<b>Total:</b>	<b>437,200</b>	<b>457,437</b>
<b>KCPOA Costs</b>			
<b>KCC Drive</b>			
08460-000	Lighting Service Contract - 35 KC Dr	354	1,320
08465-000	LED Light Repair/Repl KC Dr	963	1,788
08470-000	Street Repair - Mill/Overlay KC Dr.*	17,937	18,475
	KCD seal coating /slurry seal		10 yr life
08468-000	Paint Striping*		524
08450-000	Snow Removal*		1,416
08475-000	Power Sweeper*	448	349
08510-000	Pest Control - Gate House	108	150
	<b>Total:</b>	<b>19,810</b>	<b>24,022</b>
	<b>TOTAL</b>	<b>457,010</b>	<b>481,459</b>
	Security Agreement increase for 2018 5%		20,000
	<b>Total</b>		<b>501,459</b>

*BTMC*  
*2/25/10*