

**TIGER RUN RECREATIONAL VEHICLE RESORT  
PLANNED UNIT DEVELOPMENT DESIGNATION**

This Planned Unit Development Designation, to be known as Tiger Run Recreational Vehicle Resort PUD, hereinafter referred to as the “PUD Designation” was originally approved on December 11, 1995, by the Board of County Commissioners of Summit County, Colorado, hereinafter referred to as the “County”, is hereby revised on June 28, 2005, by the Board of County Commissioners of Summit County, Colorado, hereinafter referred to as the “County”, is hereby revised on. This PUD Designation is for certain real property located in Summit County and described in attached Exhibit A, hereinafter referred to as the “Resort” or the “Property.” This designation establishes the general uses which shall be permitted on the Property, a general development plan and a statement of development guidelines and conditions which must be adhered to by the Tiger Run Owner’s Association, Inc. (TROA); a Colorado non-profit corporation, Tiger Run Investments, Inc., a Colorado corporation, and all owners of lots within the Property and their successors and assigns, collectively hereinafter referred to as the “Owners”.

Where this PUD Designation does not address a specific development standard or requirement of the Summit County Land Use and Development Code, hereinafter referred to as the “Code”, the provisions of the Code shall apply. Where the PUD Designation addresses a specific development standard or requirement, the provisions of this PUD Designation shall supersede the provisions of the Code.

**A. PERMITTED USES AND DEVELOPMENT PLAN**

Use and development of the property shall be in accordance with the PUD Designation’s Development Plan; Exhibit B, Development Plan Map; Settlement Stipulation Agreement Between Summit County, the Whitt Parties, and TROA, Case No. 2014CV030238; the Fourth Amended and Restated Declaration of Covenants and Restrictions Tiger Run Recreational Vehicle Resort, Summit County, Colorado; attached hereto as Exhibit B and the following specific requirements:

**1. Land Use**

**a. Permitted Uses and Density**

**Lots 1 - 248, and Lots 397–400:** 252 Park Home, and Recreational Vehicle sites, limited to one such building per site.

**Lots 249-367:** 119 Motorhome, Travel Trailer, Fifth Wheel Trailers, and Travel Camper sites, limited to one such Recreational Vehicle per site. The permitted uses on these lots may consist of a large concrete parking pad and one storage shed with concrete service access.

**Tract A:** 4 Employee Housing units.

**Tract B:** Tract B is the subject of an extensive and comprehensive Settlement Stipulation Agreement in Summit County District Court Case No. 2014CV030238, attached as Exhibit C. Paragraph 7, items a. through l. of Exhibit C list the exceptions to the PUD and the Fourth Amended and Restated Declaration of Covenants and Restrictions Tiger Run Recreational Vehicle Resort Summit County, Colorado, recorded on July 27, 2007 at Reception Number 862606, as amended, and attached as Exhibit D, that apply to Tract B. Paragraph 7, items a. through l. are hereby incorporated into the PUD and shall restrict and govern the use of Tract B as duly adopted PUD zoning provisions. Tract B is also –subject to the Workforce Housing Restrictive Covenant and Agreement, recorded at Reception Number 1143797.Storage related to

~~the maintenance and upkeep of the Property provided that such storage is screened by a combination of the existing dredge piles and fencing.~~

**Tract C:** Common area owned by the Tiger Run Homeowner's Association, Inc. hereinafter referred to as the "Association", restrooms, a shower, and a ~~laundry mat~~laundromat, and other similar uses not provided for herein as may be approved by the Summit County Planning Department, hereinafter referred to as the "Planning Department", in writing.

**Tract D:** A recreation building containing one employee apartment unit, common rooms, meeting rooms, community kitchen, public showers, bathrooms, laundry, vending machines, swimming pool, lobby, game room, and related recreational, storage and administrative facilities. A covered pavilion containing a commercial restaurant, picnic tables, barbeque grills, fireplaces, and other amenities for Property events, gatherings, parties and meetings. The pavilion may not exceed 4,000 square feet of floor area. Outdoor recreational amenities including tennis courts, volley ball courts, basketball court, picnic areas, and play areas. A five (5) bay garage/workshop building for repair and storage of the Property's maintenance equipment and vehicles, properly contained and screened bulk fuel storage, and other activities related to the maintenance and upkeep of the Property and the Owner's Recreational Vehicles. Parking areas for the use of Owners and their guests while using the recreation building, pavilion and other areas of the Property. The parking areas may also be used for additional parking for guests and Owners. The use of the permitted facilities on the Tracts C and D is limited to Owners and guests staying in the Property. The use of Tracts C and D shall not serve members of the general public and the uses permitted in such area shall not be advertised anywhere other than within the Property or in Property advertising materials designed to attract short-term guests to the Property's. The restaurant in the pavilion shall not deliver or cater restaurant food or other related services outside of the Property.

**Tract E and Tract H:** Passive open space uses with full public access.

**Tract F, Tract G and Tract I:** Common area owned by the Association that may have storage sheds per the provisions of this PUD Designation and other similar uses not provided for herein as may be approved by the Planning Department in writing. Notwithstanding the foregoing, no Recreational Vehicle may be placed on such common area.

**Tract J:** Administration building (containing 2 Employee Housing units, an office, storage, and administration area for the Property's operations limited to 1,000 sq. ft. of total floor area and a retail area limited to no more than 500 square feet of floor area).

[Tract W: Pursuant to the Stipulation and Settlement Agreement in Case No. 2012CV534, Tract W shall be utilized for an Association well and other related domestic water improvements, employee housing units and for utility purposes.](#)

**Total:** 371 Recreational Vehicle sites and 7 Employee Housing units.

Said site and units as permitted under this section shall not be considered ~~single family~~single-family units and shall not be considered density for the purposes of any transfer, conveyance or other utilizations of density rights under the Code.

**b. Time Limits for Occupancy on Lots 249 - 367**

No Park Homes shall be allowed on the replat of Lots 249 - 367. Allowed Recreational Vehicles on Lots 249 - 367 may remain in the Property for no more than six (6) consecutive months or more than a cumulative total of eight (8) months in any calendar year.

**c. Time Limits for Occupancy for Lots 1 - 248, and Lots 397 - 400**

Occupancy of the Park Home and Recreational Vehicle sites within the Property is restricted to short-term owner or renter occupancy with a limit of 180 consecutive days per individual or family, and no more than [eight \(8\)](#) cumulative months in any calendar year per Owner or guest.

**d. No Time Limit for the Occupancy of Employee Units**

Employee Housing units as permitted by this PUD Designation on Tract A, Tract D, ~~and~~ Tract J ~~and Tract W~~ may be occupied on full-time, year round basis.

**e. Mobile Homes Prohibited**

Mobile or modular trailer homes or manufactured housing as defined under C.R.S. § 38-12-201.5(2) as being a single family dwelling unit built on a permanent chassis designed for long term residential occupancy and designed to be installed on a permanent foundation shall be prohibited on the Property and under no circumstances will the Property be converted to or used as a Mobile Home Park as defined in C.R.S. § 38-12-201.5(3).

**f. Seasonal Storage**

Storage trailers with boats, vehicles, snowmobiles, bicycles, etc. are permitted provided within the Property provided that such trailers are 1) parked on a designated concrete parking pad within the boundaries of a platted lot and not within one of the Tracts shown on Exhibit [B](#), and such storage does not exceed 180 consecutive days, and no more than 8 months in any calendar year.

**[g. WiFi Antenna](#)**

[As defined in the Summit County Land Use and Development Code, Section 3805 et al., accessory non-commercial communication towers no more than 35 feet in height are a permitted use in the Tiger Run RV Park PUD. Accessory non-commercial towers more than 35 feet in height require approval of a conditional use permit. All telecommunication towers and antennas of any height and classification must meet the design standards set forth in Section 3805.04.](#)

**2. Allowed Accessory Uses**

**a. Storage Sheds**

One storage shed without a permanent foundation per lot with a maximum of 120 square feet of floor and a maximum wall dimension of 14 feet on any side. Storage units are restricted to the rear 35 feet of the lot and subject to all setbacks as further set out below; provided that lot owners may install storage sheds on those portions of Tracts F, G and I in accordance with the applicable requirements of this PUD Designation. Storage sheds shall be utilized for storage purposes only, as defined by section 3815 et seq. of the Code.

**b. Outdoor Storage on Lots**

Non-residential storage is prohibited on the lots. Residential storage is allowed subject to the provisions of the Code.

**c. Decks, Porches and Related Accessory Uses**

Each lot may also have a deck, a porch, residential utility services, landscaping, outdoor entertainment amenities such as grills, picnic tables, entertainment areas, fireplaces, and other similar uses not described herein may be approved by the County Planning Department in writing. All such uses shall meet the applicable requirements of this PUD Designation, such as but not limited to the maximum site coverage and setback requirements.

**B. DEVELOPMENT STANDARDS**

**1. Building Height**

**a. Height Limit for Buildings Central to the Operation of the RV Park**

The building height for the administration building, free-standing employee housing units, the recreation building, the pavilion and other buildings central to the operation of the RV ~~park~~Park shall have a maximum height of 30 feet as defined in Section 3505.06 of the Code.

**b. Height Limit for Recreational Vehicles**

Park Home and Recreational Vehicle sites shall have a maximum building height of 17 feet.

**2. Setbacks and Maximum Site Coverage**

**a. Setbacks**

Lots 1 – 248 and 397 - 400

Front: 10 feet

Side: 3 feet

Rear: 3 feet

Lots 249 – 367

No setback is required for any development provided that development does not cross any platted lot lines, and a six (6) foot building-to-building setback is maintained.

Each Lot shall also be subject to a ten (10) foot easement from the front lot line for the storage of snow.

No building, structure or outdoor storage shall be located outside of the platted lots as depicted on the recorded plats of the Property, except for the specifically permitted uses and accessory uses as provided for in Section A.1 and A.2 of this PUD Designation.

**b. Site Coverage**

Lots 1 – 248 and 397 - 400 shall be limited to a maximum site coverage of 70% including but not limited to all structures, paving and other hard surface improvements.

Lots 249 – 367 shall be limited to a maximum site coverage of 90% including but not limited to a large concrete parking pad, one storage shed with concrete service access, and outdoor entertainment amenities such as grills, picnic tables, entertainment areas, and fireplaces.

**3. Parking**

For any new Recreational Vehicle development on Lots 1 – 248 and 397 – 400, one paved, 9' X 19' parking space per unit shall be provided within the boundaries of the lot under development. Such parking may be located in the snow storage easement along the front of each lot and may be established parallel to the lot frontage.

No parking of vehicles shall be allowed on any public road, common driveway, turnaround, or natural vegetation area, except for parking in one of the central parking areas within the Property.

#### **4. Common Area Landscape Buffer Areas**

##### **a. Tract E Landscape Buffer**

- i. The landscape buffers on Tract E shall be used and developed for the enjoyment of the Owners and their guests and shall be limited to landscaping, trails and other passive open space uses and for buffering and screening the Property from the State Highway 9 corridor.
- ii. The Upper Blue Planning Commission and the Board of County Commissioners approved a site plan for the removal of the dredge tailings under Planning Case #97-141, recorded at Reception Number 555-706. Any modification to such approved plan, must first be approved by the Planning Department by the site plan modification process outlined in the Code, or the party responsible for any unauthorized modification must restore the Property to conformity with the approved site plan within sixty (60) days of written notice from the Planning Department. The landscaping approved under the original site plan and any modifications to such plan shall be maintained by the Owners, including but not limited to irrigation as needed, pruning, thinning and removing and replacing dead or diseased trees.

#### **5. Sign Program**

All signage within the Property shall conform to the County's Sign Regulations as set forth in the Code.

#### **6. Lighting**

All exterior lighting shall be designed and installed so that such lighting is downward projected and utilizes shielded luminaries. Lighting shall be the minimum necessary for the use required and shall comply with the County's Lighting Regulations as set forth in the Code. One "globe light" with a low wattage bulb shall be allowed per each Recreational Vehicle site. Exterior lighting shall not include lighting that is installed as a component of any Recreational Vehicle (e.g. headlights, tail lights, running lights, etc.)

#### **7. Conformance with the Building Code**

Park Homes or additions or remodels thereto, and any other construction within the Property shall meet all applicable standards of the adopted Building Code.

Prior to the adoption of this PUD, certain improvements or additions may have been incorporated into structures on the lots without first obtaining building permits. To the extent that such construction occurred prior to the adoption of this PUD, such structures or improvements shall be considered legal non-conforming structures, as designated by the Summit County Building Department and the Summit County Planning Department. The County, in cooperation with the Association, has developed a list of these legal non-conforming structures as shown in

Exhibit DE. If the Owner of any lot subsequently obtains a building permit for any improvements, that Owner must correct any non-conformity and bring such structure fully into compliance with the applicable Building Code. Nothing herein shall be deemed to limit, waive or estop the ability of the Building Department to inspect and require corrections to any existing structure or improvement if the Building Department determines that such structure poses a threat to the health, safety or welfare of the public or any Owner, and all parties to this document consent to the exercise of such authority.

## 8. Wetlands/Water Quality

Any new development of lots within the Property shall comply with all requirements for wetland and water quality protection pursuant to Chapter 7 of the Code except that the Planning Department is the Review Authority to determine if soil disturbance within the wetland setback may be allowed per the criteria and provisions of the Water Quality Control Regulations. It is acknowledged that land within the Property was platted prior to the enactment of the Water Quality Control Regulations and some lots located along the Swan River may have limited use by an Owner if a 25 foot wetland setback is applied. In such cases where a strict application of the Water Quality Control Regulations would significantly impair or limit the use of an Owner's lot, the Planning Department may allow for soil disturbance in the wetland setback and other variances to the Water Quality Control Regulations provided that mitigation procedures under Section 7105.05 of the Water Quality Control Regulations are adopted to the fullest extent reasonably possible. An Owner seeking such soil disturbance shall submit to the Planning Department an application per the Water Quality Control Regulations.

## 9. Definitions

**Colorado Room** shall mean a pre-constructed addition to the living area of a Park Home that is physically attached to such structure and which is also mobile or readily portable. The maximum outside dimensions of any Colorado Room are twelve (12) by thirty-two (32) feet and the Colorado Room must be set back a minimum of six (6) feet from the front vertical plane of any Park Home. All Colorado Rooms must meet the standards required for residential construction established by the adopted Building Code and must be completely located outside any lot line setbacks and must further accommodate all required parking and utilities upon such lot.

**Deck** shall mean an exterior area constructed and intended for outdoor activities (grilling, eating, etc.), whether attached or detached to any Park Home and must be completely inside any setbacks upon the lot. Decks may be constructed on site or factory built and may be open, covered, or screened, but may have no interior or exterior walls on such structure. Decks shall be designed and constructed to be Readily Portable, and shall not be treated as residential living space.

**Employee Housing**<sup>[DR1]</sup> shall be defined by the Summit County Land Use and Development Code, and such housing shall be limited to use by the managers or employees of the Association and their immediate relatives and not by the general public.

**Fifth Wheel Trailers** shall mean a vehicular unit, mounted on wheels, designed to provide temporary living quarters for recreational camping, or travel use, of such size or weight as not to require special highway movement permits when towed by a motorized vehicle and shall be no greater in length, width or height than is permitted by State and Federal regulations.

**Motorhome** shall mean a vehicular unit designed to provide temporary living quarters for recreational, seasonal camping, or travel use built on or a permanently attached to a self propelled

motor vehicle chassis or on a chassis cab or van that is an integral part of the complete vehicle shall be no greater in length, width or height than is permitted by State and Federal regulations.

**Park Home** shall mean a pre-constructed complete building unit without motive power that is constructed to: 1) meet the design standards of this PUD Designation, and 2) factory built standards of the Colorado Division of Housing Standards, or constructed to the Park Home standards outlined in the American National Standards Institute (“ANSI”) 119.2 requirements. Park homes shall be fitted with axles and wheels suitable for towing or trailering, and be designed and used for single family, single unit occupancy by persons in temporary locations for recreational and/or seasonal use. Such units are manufactured in a factory or at a location other than the residential site of the completed Park Home and which units are not licensed as motor vehicles, but, are towed on wheels to the location and are readily portable. For the purposes of this PUD, Park Homes shall be limited to a maximum exterior dimension of fourteen (14) feet by thirty-eight (38) feet and must be completely located upon the lot per the applicable requirements of this PUD Designation. All Park Homes must be constructed to the standards required for residential construction established by the adopted Building Code.

**Porch.** Porches shall only be constructed upon a slab on grade foundation, but shall not include such foundation, whether attached or detached to any Park Home, and must be completely inside any setbacks upon the lot, and shall adhere to all applicable requirements of the Building Code. Porches shall be designed and constructed to be Readily Portable. Porches shall not have partitions, rooms, plumbing, heating or ventilating equipment, or cooking facilities, and shall not be treated as residential living space. Porches may be constructed only if 1) the maximum outside dimensions do not exceed the maximum permitted dimensions of the Colorado Room and 2) the enclosure’s wall surface area has a minimum of 60% glass (40% maximum solid surface area).

**Readily Portable** shall mean that a deck or other improvement as permitted by this PUD Designation can be removed within 36 hours.

**Recreational Vehicle** shall mean Park Homes, Fifth Wheel Trailers, Travel Trailers; Travel Campers; and other similar types of mobile residential units or dwelling units and attached equipment which are mobile and not permanently affixed to any realty but are not self propelled. Recreation Vehicles shall not include pop-up campers, tents or other similar shelters used primarily for short-term camping and recreational use.

**Travel Camper** shall mean a portable unit constructed to provide temporary living quarters for recreational, travel or camping use, consisting of a roof, floor and sides designed to be loaded onto and unloaded from the bed of a pick-up truck, and shall be no greater in length, width or height than is permitted by State and Federal regulations.

**Travel Trailer** shall mean a vehicular unit, mounted on wheels, designed to provide temporary living quarters for recreational camping, or travel use, of such size or weight as not to require special highway movement permits when towed by a motorized vehicle and shall be no greater in length, width or height than is permitted by State and Federal regulations.

## **C. REQUIRED IMPROVEMENTS**

### **1. Access**

Access to the property and to all building sites shall be provided by roads built to applicable County standards. No change or relocation of roads or easements shall occur without County review and full compliance with County Road and Bridge Standards. All access roads and driveways in the Property shall be maintained by the Owners or designated agents or assigns.

## 2. Water Systems

Adequate potable and irrigation water shall be supplied by the Swans Nest Metro District or its successors or assigns. The Owners shall supplement the existing water supply at their expense if the existing water supply becomes inadequate to provide irrigation water for the landscaping buffers as required by this PUD Designation.

## 3. Sewer Systems

- A. ~~Sewer~~ Sewage disposal service is provided by the ~~Breckenridge Upper Blue~~ Sanitation District (“District”).
- B. Tiger Run Investments, Inc., hereinafter referred to as “TRI”, shall install a backup system in the lift station to the satisfaction of the District by September 30, 2005.
- C. The installation of decks, Recreational Vehicle pads, Park Homes, Colorado Rooms or other permanent improvements upon the main ~~Breckenridge Sanitation~~ District line or accompanying easement for the same, as approximately shown in Exhibit ~~CE~~, shall first require the written approval of the District. Such line is subject to an easement recorded at Reception Number 584163, hereinafter referred to as the “Easement”. The provisions of this PUD do not in any way abrogate the terms of the Easement, expressly or implicitly, and all property owners potentially affected by this easement should obtain a copy of such to be aware of the terms contained therein.
- D. It is acknowledged and understood that the Property has numerous utility easements that, in certain instances, run through the center of the lots, and that RVs as permitted by this PUD may lie over such easements. Each property owner should review the plats and other documents of record and understand the potential implications of owning or installing a Park Home or an addition thereto over such an easement (potential removal of the Park Home and any associated improvements, etc.).
- ~~DE~~. The Owners shall maintain the sewer lines and the sewer system within the Property, except for any sewer line that is maintained by the ~~Breckenridge Sanitation~~ District.

## 4. Fire Protection

The entire property is located within the Red, White & Blue Fire Protection District ~~the~~ (“~~District~~RWB”). All development on the property shall meet all fire protection requirements of the District or its successors or assigns. All buildings meet any applicable regulations of the ~~District~~RWB.

## 5. Utilities and Easements

All new utility lines shall be installed in full accordance with the standards of each utility provider and County Subdivision Regulations. Easements for all utilities shall be shown on each final plat. No change in utility easements shall occur without County review and compliance with all applicable standards.

## 6. Storage Sheds and Dumpster Enclosures

All outdoor storage on Tracts B, D and J, and all dumpsters shall be screened by September 5, 2005, with the plans for such screening reviewed and approved by the Planning Department. Any additional storage areas desired by the Association on Common Areas that are visible to adjacent properties and members of the general public shall first be approved by the Planning Department as an administrative staff level review prior to the installation or use of such storage areas. If such storage includes bulk fuel storage, such storage shall be properly contained within a concrete fuel containment basin, or other type of material as approved by the Planning Department, designed in accordance with applicable laws. The existing bulk fuel storage on Tract B shall be contained within a fuel containment basin designed in accordance with the provisions of this PUD Designation and applicable laws no later than September 1, 2005.

#### **7. Site Plan Modification to the State Highway 9 Landscaped Buffer**

It is recognized that TRI removed dredge tailings and modified the landscape buffer on Tract E and also modified the northern side of the landscaping berm located on the western side of the Property. Prior to July 15, 2005, TRI ~~shall was supposed to~~ submit for a site plan modification for these activities, including but not limited to a site plan showing the proposed modifications, a landscaping plan, irrigation plan, administrative review fee and site plan improvements agreement. ~~The Tiger Run Owners Association shall, within six (6) months of the approval of this PUD, provide to the Planning Department a proposed landscaping plan. Such landscaping plan shall be implemented as soon as practical by the Tiger Run Owners Association after review and approval by the Planning Department—Once approved by the Planning Department, TRI shall implement this Plan by September 1, 2005.~~

### **D. IMPLEMENTATION**

#### **1. Platting Requirements**

As of the Effective Date of this PUD Designation, all land within the Property has been platted in accordance with the County's Subdivision Regulations.

#### **2. Site Plan Requirements**

Site plans shall be submitted in accordance with the provisions of this PUD and pursuant to all requirements of the Code.

### **E. GENERAL PROVISIONS**

#### **1. Enforcement**

The provisions of this PUD Designation relating to the use of land and the location of Common Area Landscape Buffers and other obligations of the Owners or TRI relating to employee housing units, inspections and other land uses shall run in favor of Summit County and shall be enforceable at law or in equity by the County without limitation on any power or regulation otherwise granted by law. Other provisions of this PUD Designation and the powers delegated to the Association under the Property Covenants, to the extent such powers are consistent with this PUD designation shall run in favor of the residents, occupants and Owners of the Property, but only to the extent expressly provided in, and in accordance with the terms of this PUD Designation and the Covenants. PUD Designation provisions not expressly stated as running in favor of the residents, occupants or Owners shall run in favor of the County.

**2. Breach of Provisions of PUD Designation**

If any time any provision or requirements stated in this PUD Designation are breached by the Owners the County may withhold approval of any or all site plans or plat maps, or the issuance of any or all grading or building permits or occupancy permits applied for on the Property, until such breach has been remedied; provided, however, that the County shall not take affirmative action on account of such breach until it shall have first notified the responsible Owner(s) in writing and afforded the responsible Owner(s) a reasonable opportunity to remedy the same.

**3. Binding Effect**

The PUD Designation shall run with the land and be binding upon the Owners, their respective successors, representatives and assigns, and all persons who may hereafter acquire an interest in the Property or any part thereof, with the exception that provisions of this PUD Designation may be modified through an amendment in accordance with the procedure stated in the County Development Review Procedures. This PUD Designation shall be recorded in order to put prospective purchasers or other interested persons on notice as to the terms contained herein.

**4. Amendments**

Amendments to the provisions of this PUD Designation shall be reviewed and acted upon as a rezoning application, subject to the County’s procedures for zoning amendments and to the requirement for findings under the Planned Unit Development Act of 1972 at CRS 24-67-106(3)(b).

**5. Notices**

All notices required by this PUD Designation shall be in writing and shall be either hand-delivered or sent by certified mail, return receipt requested, postage prepaid, as follows:

Board of County Commissioners  
PO Box 68  
Breckenridge, CO 80424

Tiger Run Owners Association, Inc.  
[85 Revett Drive](#)  
[Breckenridge, CO 80424](#)  
~~[1945 Gaylord Place](#)~~  
~~[Thornton, CO 80241](#)~~

~~[Tiger Run Investments, Inc.](#)~~  
~~[85 Tiger Run Road](#)~~  
~~[Breckenridge, CO 80424](#)~~

All notices so given shall be considered delivered three days after the mailing thereof. Either party, by notice so given, may change the address to which future notices shall be sent.

**6. Entire Designation**

This PUD Designation contains all provisions and requirements incumbent upon the undersigned parties relative to the Tiger Run Resort Planned Unit Development, except as modified by

subsequent action of the Board of County Commissioners in accordance with procedures set forth in the Code and the Colorado Planned Unit Development Act (CRS 24-67-106) for amending planned unit developments, and except that nothing contained herein shall be construed as waiving any requirements of the Code or other regulations otherwise applicable to the development of the Property.

**7. Relationship to Original PUD Designation and Previous Amendments**

To the extent the provisions of this revised PUD Designation are the same in substance to the provisions of earlier approved versions of this PUD designation, they shall be considered as continuations thereof and not new enactments. Where provisions of this revised PUD Designation conflict with earlier approved versions of the Tiger Run PUD Designation, the provisions of this revised PUD Designation shall supersede and replace such provisions.

**9. Effective Date**

The effective date of the PUD Designation will be when the PUD Designation is signed by the Board of County Commissioners and recorded in the office of the Summit County Clerk and Recorder, which may be referred to as the Effective Date throughout this PUD Designation.

IN WITNESS WHEREOF, the County and the Owner/Developer have executed this Designation as of the date first written above.

BOARD OF COUNTY COMMISSIONERS  
OF SUMMIT COUNTY, COLORADO

S/s MARSHA W. OSBORNE

\_\_\_\_\_  
Marsha W. Osborne, Chairman

ATTEST:

S/s DORIS L. BRILL

\_\_\_\_\_  
Doris L. Brill, Clerk and Recorder

Tiger Run Investments, Inc.,

S/s RUSSELL WHITT

\_\_\_\_\_  
Russell Whitt

ATTEST:

S/s LINDA LYNCH

\_\_\_\_\_

**APPROVAL OF AMENDMENTS**

The foregoing planned unit development designation amends and supercedes the Tiger Run RV Park as approved and signed by the Summit County Board of County Commissioners on:

<b>Date of Modification</b>	<b>Reception Number</b>	<b>Resolution Number</b>
June 28, 2005	<u>795703</u>	_____2005-51
<u>January XX, 2020</u>	_____	<u>2020-</u>

The foregoing planned unit development designation supercedes all previous planned unit development documents and designations covering the real property included within the foregoing. To the extent that the provisions of the foregoing are the same in substance to the provisions of earlier approved versions of such planned unit development designations, they shall be considered as continuations thereof and not new enactments. Copies of the original Planned Unit Development Designation and the amendments noted above are available from the Summit County Clerk and Recorder.

**ADOPTED THIS 28<sup>th</sup> DAY OF JUNE, January, 2020, 2005**

**COUNTY OF SUMMIT  
STATE OF COLORADO  
BY AND THROUGH ITS  
BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
**Thomas A.C. Davidson-Long, Chairman**

**ATTEST:**

\_\_\_\_\_  
**Cheri Brunvand Kathleen Neel, Clerk & Recorder**

EXHIBIT A

Tiger Run Resorts Recreation Vehicle Park Plats, Recorded at Reception Number 236574  
Tiger Run Resort Recreation Vehicle Park Replat, Recorded at Reception Number  
522046  
Tract J, the Administration Building Tract as shown on Exhibit B.

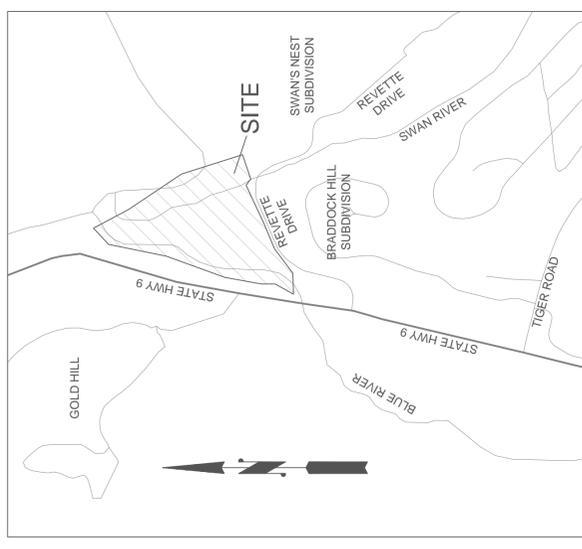
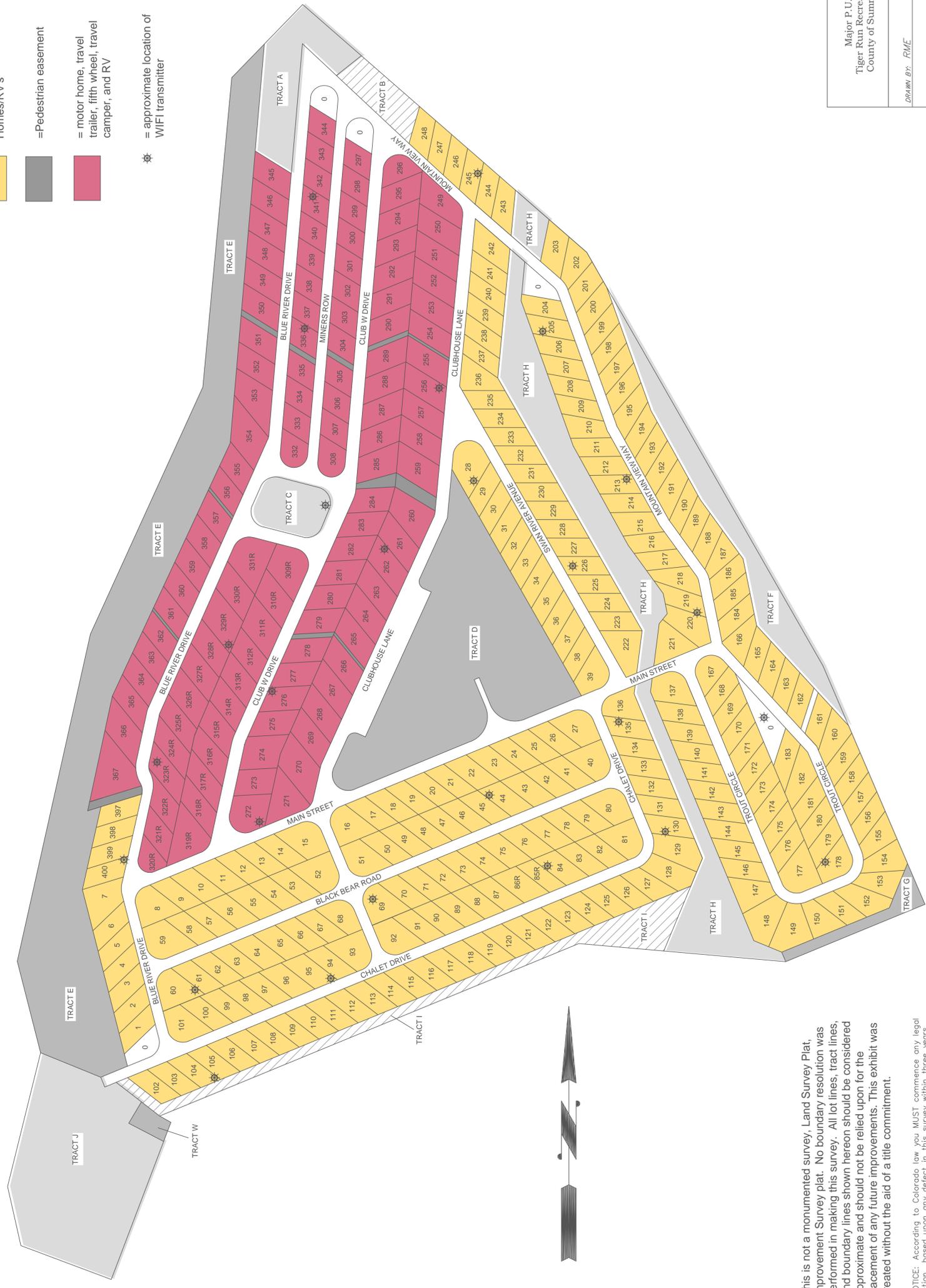
Exhibit A

**EXHIBIT B**  
**Development Plan Map**

MAJOR P.U.D. MODIFICATION  
**TIGER RUN RECREATIONAL VEHICLE RESORT**  
 A PART OF THE MONROE PLACER, USMS 1150,  
 SECTION 7, TOWNSHIP 6 SOUTH, RANGE 77 WEST, 6TH P.M.  
 SUMMIT COUNTY, COLORADO

- = 1-248 & 397-400 Park Homes/RVs
- = Pedestrian easement
- = motor home, travel trailer, fifth wheel, travel camper, and RV
- \* = approximate location of WIFI transmitter

- TRACT A= EMPLOYEE HOUSING UNITS, GIFT SHOP, ADMIN BUILDING, GENERAL OFFICE
- TRACT B= SUBJECT TO COUNTY-WIDE EMPLOYEE RESTRICTION BUT SHALL NOT BE SUBJECT TO ANY EMPLOYEE HOUSING COVENANTS
- TRACT C= COMMON RECREATION AREA OWNED BY THE ASSOCIATION; FIRE PIT AND GATHERING SPACE. USE IS LIMITED TO ASSOCIATION RESIDENTS
- TRACT D= REC BUILDING, COVERED PAVILION, 5 BAY GARAGE/WORKSHOP BUILDING, PARKING AREAS
- TRACT E= PASSIVE OPEN SPACE
- TRACT F= COMMON AREA OWNED BY ASSOCIATION
- TRACT G= COMMON AREA OWNED BY ASSOCIATION
- TRACT H= PASSIVE OPEN SPACE
- TRACT I= COMMON AREA OWNED BY ASSOCIATION
- TRACT J= ADMINISTRATION BUILDING
- TRACT W= ASSOCIATION SIGNAGE, ASSOCIATION WELL, OTHER DOMESTIC WATER IMPROVEMENTS, EMPLOYEE HOUSING UNITS



VICINITY MAP



**MARCIN ENGINEERING LLC**

130 SKI HILL RD. #235  
 P.O. BOX 6008  
 BRECKENRIDGE, CO 80424  
 (970) 771-3459

Major P.U.D. Modification Tiger Run Recreational Vehicle Resort County of Summit, State of Colorado	
DRAWN BY: RME	DATE: 02/25/2019
CHECKED BY: RC	DRAWING NO: PUD CLR
JOB NO: 19012	SHEET: 1 OF #

This is not a monumented survey, Land Survey Plat, Improvement Survey plat. No boundary resolution was performed in making this survey. All lot lines, tract lines, and boundary lines shown hereon should be considered approximate and should not be relied upon for the placement of any future improvements. This exhibit was created without the aid of a title commitment.

NOTICE: According to Colorado law you MUST commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

**EXHIBIT C**

Settlement Stipulation Agreement Between Summit County, the Whitt Parties, and TROA, Case No. 2014CV030238

# Exhibit C

District Court, Summit County, Colorado P.O. Box 269, Breckenridge, CO 80424 (970) 453-2272	DATE FILED: June 22, 2017 8:52 PM FILING ID: 35553C76EE5D8 CASE NUMBER: 2014CV30238
Plaintiff: <b>WHITT FAMILY PARTNERS, LLC</b> v. Defendant: <b>TIGER RUN OWNER'S ASSOCIATION</b> v. Third-Party Defendants: <b>JACK WHITT; RUSSELL WHITT; LISA WHITT; TIGER RUN INVESTMENTS, INC.; FLAGSTAR BANK; PUBLIC TRUSTEE OF SUMMIT COUNTY, CO; SUMMIT COUNTY HOUSING AUTHORITY; SUMMIT COUNTY; and all unknown persons who may claim any interest in the subject matter of this action.</b>	COURT USE ONLY  Case Number: 2014CV030238  Div: K
<b>SETTLEMENT STIPULATION AGREEMENT BETWEEN SUMMIT COUNTY, THE WHITT PARTIES, AND TROA</b>	

THIS STIPULATION ("Stipulation" or "Agreement"), is made effective on May 25, 2017 by and between: Whitt Family Partners, LLC, Jack Whitt, Lisa Whitt, Russell Whitt, and Tiger Run Investments, Inc. (jointly the "Whitt Parties"); the Tiger Run Owners Association ("TROA"); Bill Wallace In His Capacity as Public Trustee of Summit County, Colorado and the Summit Combined Housing Authority, Summit County (collectively "Summit County"); and Flagstar Bank.

- A. The parties to this Agreement are all the parties to this case (the "Lawsuit"). The Lawsuit addressed, among other things, the use restrictions and ownership of a parcel of land, together with its current improvements, in the Tiger Run Resort Recreation Vehicle Park ("Resort").
- B. This Agreement formalizes a prior memorandum of understanding between the Whitt Parties and TROA and also resolves the Lawsuit for all parties.
- C. The parties now desire to resolve all disputes between them and to release one another from all claims and obligations in relation to the Lawsuit, the use restrictions, and ownership of Tract B.

NOW, THEREFORE, in consideration of the foregoing premises and the respective covenants, conditions, agreements, and undertakings hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows and the Court ORDERS:

1. Payment by TROA: TROA has already paid to the Whitt Parties \$148,000 which shall constitute a full, final and complete settlement of all claims concerning, or arising under, the "water contract" claims as referenced in the subject complaint or as could otherwise arise thereunder.
2. Future Payment by TROA: TROA shall reimburse the Whitt Parties Four Thousand Three Hundred Twelve Dollars (\$4,312) as a portion of the costs incurred by WFP and the Whitt Parties for the Special Master work on the case. Such amount shall be paid within seven (7) days of full execution of this Agreement.
3. Ownership of Tract B: Russell and Lisa Whitt are the legal owners of "Tract B (Staff Housing)" on the Tiger Run Resort Recreation Vehicle Park Plat, recorded August 23, 1996 at Rec. No. 522046, and the Deed from TRI to Jack Whitt, dated May 7, 1997 at Rec. No. 538756, as depicted in the records of the Clerk and Recorder, Summit County, Colorado (referenced herein as "Tract B"). A portion of Tract B contains a house and associated driveway and landscaping (collectively "Residence"). The parties consent to entry of the Decree Quieting Title, attached hereto as Attachment 1.
4. Workforce Housing Restrictive Covenant and Agreement on Tract B: Lisa and Russell Whitt and Summit County have entered the Workforce Housing Restrictive Covenant and Agreement Tract B, Tiger Run Resort dated June 6, 2017, attached hereto as Attachment 2 ("Restrictive Covenant"), which the County shall record in the records of Office of the Summit County Clerk & Recorder. This Restrictive Covenant is sometimes referred to as a County-wide Employee Restriction.
5. Mortgage on Tract B: Flagstar is the holder of a certain note secured by a deed of trust, recorded January 4, 2002 at Rec. No. 673039, which encumbers Tract B (the "Flagstar Deed of Trust."). The Flagstar Deed of Trust shall remain an encumbrance against Tract B and shall be enforceable in accordance with its terms. If the Deed of Trust is foreclosed, any foreclosure sale shall be made subject to this Restrictive Covenant.
6. County Enforcement: The County may fully enforce the Tiger Run RV Park Planned Unit Development Designation dated December 11, 1995 and recorded in the Office of the Summit County Clerk & Recorder at Reception No. 505498, as amended at the Resort, and in particular, on Tract B, except with respect to any historic nonconforming structures on Tract B or as otherwise provided herein.
7. Designation of Tract B: Tract B is governed by the PUD and by the Covenants, with certain exceptions as provided herein:

- a. Restrictive Covenant: Tract B shall be subject to the Restrictive Covenant, including the Residence and any Accessory Unit as provided herein.
- b. Days of Use: Tract B may be occupied year-round and shall not be subject to any days-of-use limitations within the Covenants or the PUD, as amended.
- c. Staff Housing: Tract B shall not be subject to any Staff or Resort employee housing restrictions within the Covenants or the PUD, and as amended.
- d. Lot: Tract B shall not be considered a "Lot" as that term is defined in the PUD and the Covenants, Section 2.8.
- e. Nonconforming Structures: The Residence does not conform to the definition of a "Park Home" in the Covenants or the PUD, and it is hereby excluded from such definition and from any restrictions or development standards related to a Park Home to which it is not currently in compliance. The Residence is forever exempt from coming into compliance with "Park Home" restrictions or development standards and need not come into compliance in the future as a prerequisite for any future building, rebuilding, replacement, development or redevelopment of Tract B or the Residence.
- f. Accessory Unit: "Accessory Unit" means any RV, Park Home or other residential dwelling unit developed or placed upon the Property other than the Residence. An RV parked on the Property that is not utilized for residential occupancy on the Property shall not be deemed an Accessory Unit. The Owner of the Property may modify, renovate, or eliminate the current driveway, deck, entertainment area, and side-yard in order to develop or locate an Accessory Unit on a portion of the Property by either: (a) the construction of an RV pad and utility hook-ups, and all other allowed accessory structures, as set forth in the Covenants and PUD, as amended or (b) the installation and building of a Park Home and all other allowed accessory structures in the Covenants and PUD, as amended. Such work to develop the Accessory Unit shall be approved regardless of any provision to the contrary in the PUD or Covenants provided it complies with all applicable buildings codes and standards, as well as applicable setbacks, building heights, and design standards as set forth in the Covenants and PUD, as amended;
- g. Garage. A garage and/or covered parking structure may be erected on Tract B, provided it complies with all applicable buildings codes and standards, as well as applicable setbacks, building heights, and design standards as set forth in the Covenants and PUD, as amended.

- h. Fence. TROA has no responsibility to build a fence on or adjacent to Tract B.
  - i. Payment of Assessments. Tract B shall be considered a single unit within the Resort for the purposes of the amount of monthly assessments of any dues or special assessments within the Resort. In the event an RV is placed on Tract B with hookups and occupied, or a Park Home is installed, the owner of Tract B shall pay a second amount of dues and special assessments applicable to other units within the Resort starting on the 1<sup>st</sup> day of the month immediately following the first use by an RV of all normal utilities or upon receipt of a certificate of occupancy for the Park Home.
  - j. Subdivision of Tract B. Neither the County nor TROA shall require Owner to subdivide the Property to place an RV or Park Home Accessory Unit on the Property. However, if the Owner desires to subdivide the Property, the parcel containing the Residence shall remain subject to the Restrictive Covenant and Owner shall enter a new county wide workforce housing restrictive covenant for the other parcel as a condition of the County's subdivision approval.
  - k. Rights as "Owners": The owners of Tract B shall have all rights as "Owners" within the Resort, as that term is defined in the governing documents for the Resort, as amended. This includes, but not limited to: use of the common areas; ingress and egress from the Resort; the provision of electric, gas, water, internet and snow removal and use and access to any future improvements made to the Resort the same as the use and access by any "Owner." Upon amendment of the Declaration, Tract B shall be included in the resort and the Owner shall have all rights as an Owner set forth above. Tract B shall be subject in all respects to any rules and regulations concerning the use of the Tiger Run community and amenities. Additionally, Tract B may not be used for any sort of corporate employee housing. The intent of this provision being that Tract B may not be sold to a corporation for the purpose of housing unrelated short term employees of the corporation.
  - l. Tract B Compliance with TROA Rules: Tract B shall be subject to the rules and regulations of the Association which shall be enforced evenly as to all lots and Tract B, unless as provided herein.
8. Dues and Assessments Prior to This Agreement: In December 2015, TROA notified Whitts that it would not accept payment for dues on Tract B and the December 2015 payment was returned. TROA has not accepted payment since that time and the Whitts are not responsible for those unpaid assessments. Whitts will begin paying dues again on Tract B upon full execution of this agreement and acceptance of the agreement by the Summit County Board of Commissioners.
9. PUD and Covenants Changes: Upon the next amendment, restatement, or modification of the Covenants and PUD for the Resort, TROA shall request that the County remove all current labels (whether "employee housing" or "staff housing") to Tract B and shall designate Tract B as subject to the County-Wide Employee housing as provided in the Restrictive Covenant.

10. Lis Pendens: The Lis Pendens recorded on Tract B shall be released as provided by C.R.S. § 38-35-110(2)).

11. Mutual Releases:

- a. *TROA Release*. TROA, with the intent of binding itself, any successors, assigns, agents and all owners within the Resort, does hereby release and forever discharge the County and each of the Whitt Parties, and each affiliated and related entity and company, department, staff, electors, subsidiaries, successors, assigns, attorneys, directors, officers, shareholders/members, agents, employees and representatives, and heirs, from any and all claims, demands, charges, obligations, damages, losses, causes of action, suits, and liability, whether now known or unknown, individually and/or collectively, from the beginning of time to the date of this Agreement, including all rights, claims, demands, charges, obligations, damages, losses, causes of action, and suits arising from, out of, or related to Tract B and all claims in the Lawsuit whether pursued or not pursued, under any law, constitution, rule, regulation, statute, ordinance, code, public policy, or common law theory, whether in tort, contract, equity, or otherwise.
- b. *County Release re: Whitt Parties*. The County, with the intention of binding itself, its departments, staff, electors, subsidiaries, affiliated and related entities and companies, does hereby release and forever discharge the Whitt Parties, and each affiliated and related entity and company, department, staff, electors, subsidiaries, successors, assigns, attorneys, directors, officers, shareholders/members, agents, employees and representatives, and heirs, from any and all claims, demands, charges, obligations, damages, losses, causes of action, suits, and liability, whether now known or unknown, individually and/or collectively, from the beginning of time to the date of this Agreement, including all rights, claims, demands, charges, obligations, damages, losses, causes of action, and suits arising from, out of, or related to Tract B and all claims in the Lawsuit whether pursued or not pursued, under any law, constitution, rule, regulation, statute, ordinance, code, public policy, or common law theory, whether in tort, contract, equity, or otherwise.
- c. *County Release re: TROA*. The County, with the intention of binding itself, its departments, staff, electors, subsidiaries, affiliated and related entities and companies, does hereby release and forever discharge TROA, and each affiliated and related entity and company, department, staff, electors, subsidiaries, successors, assigns, attorneys, directors, officers, shareholders/members, agents, employees and representatives, and heirs, from any and all claims, demands, charges, obligations, damages, losses, causes of action, suits, and liability, whether now known or unknown, individually and/or collectively, arising from, out of, or related to Tract B and all claims in the Lawsuit whether pursued or not pursued, under any law, constitution, rule, regulation, statute, ordinance, code, public policy, or common law theory, whether in tort, contract, equity, or otherwise.

- d. *Whitt Parties Release.* The Whitt Parties, with the intention of binding itself, its successors and assigns, does hereby release and forever discharge the County and TROA, and each affiliated and related entity and company, department, staff, electors, subsidiaries, successors, assigns, attorneys, directors, officers, shareholders/members, agents, employees and representatives, and heirs, from any and all claims, demands, charges, obligations, damages, losses, causes of action, suits, and liability, whether now known or unknown, individually and/or collectively, from the beginning of time to the date of this Agreement, including all rights, claims, demands, charges, obligations, damages, losses, causes of action, and suits arising from, out of, or related to Tract B and all claims in the Lawsuit whether pursued or not pursued, under any law, constitution, rule, regulation, statute, ordinance, code, public policy, or common law theory, whether in tort, contract, equity, or otherwise.
- e. *Acknowledgment of Release.* The parties agree that each has accepted the consideration recited in this Agreement as a complete compromise of the released claims set forth above (the "Released Claims"), which involve disputed issues of law and fact. This Agreement has been duly executed and delivered by each party and constitutes a valid and binding agreement upon each party, enforceable against every other party in accordance with its terms. Each party represents and warrants that it has not sold, assigned, granted or transferred to any person or legal entity any claim, demand, judgment or cause of action encompassed by this Agreement, and that it has not, to the best of its knowledge, made any agreements or performed any acts related to the Released Claims that could give rise to a claim by any other person, firm or legal entity against another party to this Agreement. Each party expressly accepts and assumes the risk that the law or facts with respect to the Released Claims may be other than, or different from, the law and facts now believed by any of the parties to be true, and the parties understand the risk of potential future damages whether known or unknown, each party expressly agrees that this Agreement shall be and remain effective notwithstanding any such difference or damages.
- f. *Complete Compromise; No Admission.* This Agreement is intended as a full settlement and compromise of each, every and all of the Released Claims and any causes of action or claims for damages, of every kind and nature which either party ever had, now has, or may have in the future with respect to the Released Claims. No such claim, demand, action, or cause of action, whether known or unknown or suspected or unsuspected to the parties is reserved. Each of the parties expressly waives any and all defenses, rights and benefits which that party may have or which may be derived from the provisions of applicable law which may otherwise limit the extent of this Agreement. The parties agree that the consideration described in this Agreement and the execution of this Agreement is done entirely for the purpose of compromise and settlement of a disputed claim. Neither the payment of such sums nor the compromise and settlement of such claims shall be construed as an admission of liability on the part of any party, by

whom liability is expressly denied. In executing and delivering this Agreement, each of the parties relies wholly upon that party's (and that party's consultants') own judgment, knowledge and belief as to the nature and extent of damages and loss which have or may have been sustained, or may be sustained in the future, and, as to the questions of liability involved, each of the parties have had the benefit of legal counsel of that party's own choosing, and none of the parties have been influenced by any representations, statements, or warranties made by any other party, or by any agent or other person representing such party, concerning the nature, extent or duration of said damages, or losses, or the legal liability therefore.

12. Continued Cooperation: The parties shall cooperate with each other to execute any and all additional documents and modification of existing documents in order to effectuate this Agreement.
13. Attorney Fees and Costs: The parties waive all attorney fees incurred in this case and all costs unless otherwise specified. Should any party breach any of the material terms or conditions of this Agreement, the prevailing party in any proceeding brought to enforce this Agreement shall be entitled to recover its costs and reasonable attorney's fees.
14. Special Assessments: In the event TROA seeks to recover any of its losses, costs and/or attorney fees it incurred in this matter from the Owners at the Resort, it must comply with CCIOA, § 38-33.3-123(1)(d)(II).
15. Merger. This Agreement contains the sole and entire agreement and understanding of the parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments and understandings related hereto are merged herein and superseded by this Agreement. No provision hereof may be waived or modified unless done so in writing signed by all of the parties hereto. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein. Each and every Attachment hereto is incorporated herein by this reference.

**Summit County:**

**The Whitt Parties:**

\_\_\_\_\_  
By: Scott Vargo, County Manager

\_\_\_\_\_  
By: Russell Whitt

**TROA:**

**The Sweetser Law Firm, P. C**

\_\_\_\_\_  
By: Don Adoue

\_\_\_\_\_  
Attorney for Flagstar Bank

THIS STIPULATION IS ENTERED AND ORDERED THIS \_\_\_\_ DAY OF JUNE 2017.  
THE CASE IS DISMISSED.

\_\_\_\_\_  
District Court Judge

Summit County:



Approved as  
to form



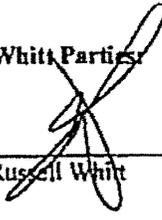
Legal

By: Scott Vargo, County Manager

TROA:

By: Don Adoue

The Whitt Parties



By: Russell Whitt

DATE FILED: June 22, 2017 8:52 PM

FILING ID: 35553C76EE5D8

CASE NUMBER: 2014CV30238

The Sweetser Law Firm, P. C

Attorney for Flagstar Bank

THIS STIPULATION IS ENTERED AND ORDERED THIS \_\_\_\_ DAY OF JUNE 2017.  
THE CASE IS DISMISSED.

District Court Judge

**Summit County:**

\_\_\_\_\_  
By: Scott Vargo, County Manager

**TROA:**

  
By: Don Adoue

**The Whitt Parties:**

\_\_\_\_\_  
By: Russell Whitt

DATE FILED: June 22, 2017 8:52 PM  
FILING ID: 35553C76EE5D8  
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**The Sweetser Law Firm, P. C**

\_\_\_\_\_  
Attorney for Flagstar Bank

THIS STIPULATION IS ENTERED AND ORDERED THIS \_\_\_\_ DAY OF JUNE 2017.  
THE CASE IS DISMISSED.

\_\_\_\_\_  
District Court Judge

**EXHIBIT D**  
**Fourth Amended and Restated Declaration of Covenants and Restrictions**  
**Tiger Run Recreational Vehicle Resort Summit County, Colorado**

62-38



**FOURTH AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS  
TIGER RUN RECREATIONAL VEHICLE RESORT  
SUMMIT COUNTY, COLORADO**

This DECLARATION made and executed on this date 7/27/ 2007, TIGER RUN OWNERS ASSOCIATION WITNESSETH:

WHEREAS, Resort Development, Inc. has previously recorded at Reception No.248026 of the records of Summit County, Colorado, a certain Amended Declaration of Covenants and Restrictions affecting Tiger Run Resort Recreation Vehicle Park, and a Second Amended and Restated Declaration of Covenants and Restrictions at Reception No.325542 and a Third Amended and Restated Declaration And Covenants And Restrictions Tiger Run Resort Recreation Vehicle Park, Summit County, Colorado at Reception No, 452264 which revokes all prior Declarations; and

WHEREAS, Article XVII of said Third Amended Declaration of Covenants and Restrictions provides that the provisions thereof may be changed, revoked, amended or modified, or that additional covenants and restrictions may be imposed by the Owners of not less than 80% of the undivided interest in the Common Use Area, as defined therein; and

WHEREAS, pursuant to the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-217, the required approval of 80% of the Owners for amendment is now void; and

WHEREAS, Pursuant to the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-217, the amendment requirement for this Declaration is now 67% of the Owners' and

WHEREAS, Tiger Run Owners Association ("Association") is now the entity responsible for the administration and operation of the Property as the successor, assign and transferee of the Declarant. And whereas the Association, having received the affirmative vote of not less than 65% of the Owners of the undivided interest in said Common Use Area to amend said Third Amended Declaration of Covenants and Restrictions and to adopt new covenants and restrictions changing, amending, modifying and restating the provisions thereof.

NOW, THEREFORE, the said Tiger Run Owners Association, on behalf of no less than 65% on the Owners of the undivided interest in the Common Use Area and pursuant to its authority under the Declaration and By-Laws, does hereby declare that the aforesaid Third Amended and Restated Declaration of Covenants and Restrictions, together with all other amendments, covenants, conditions and restrictions heretofore created affecting the property hereinafter described are hereby revoked in their entirety; and the said Tiger Run Owners Association on behalf of the Owners, does hereby make, create and declare the following covenants, as benefits and obligations running with the property, and as binding upon it, its successors and assigns, and upon all parties claiming under it, and upon all present and future Owners and occupants of any part of said property, so long as these restrictive and protective covenants shall remain in force and effect as now written or as hereafter altered.

ARTICLE I

## Property Affected

The provisions hereof are hereby made applicable to all property located in Tiger Run Resort Recreation Vehicle Park Plats, according to the plat thereof recorded February 25, 1982, at Reception No.236574 of the records of Summit County, Colorado, as amended by the Replat of a Portion of Section "C" of Tiger Run Resort Recreation Vehicle Park Plats, according to the plat thereof recorded November 10, 1982, at Reception No.248025 and the replat dated July 29, 1996 Replat No. 428703 of the records of Summit County, Colorado.

## ARTICLE II

### Definitions

As used herein, the following definitions shall apply:

2.0 "Association" shall mean Tiger Run Owners Association a Colorado Non-Profit Corporation.

2.1 "Board" shall mean the Board of Directors of the Association

2.2 "PUD Designation" or "PUD" shall mean the Planned Unit Designation governing the uses allowed on the Resort property adopted by Summit County and recorded at Reception No. 795703 on June 28, 2005 and as it may subsequently be amended.

2.3 "By-Laws" shall mean the By-Laws of the Association, as they exist from time to time.

2.4 "Common Expenses" shall mean all expenses incurred by the Association with respect to the conduct of the operational and management duties and functions charged or delegated to it hereunder, including, but not limited to, all expenses of maintenance, operation, repair and replacement of common use areas and facilities and any portion of the Units to be maintained by the Association, including reasonable reserves therefore; any expense for capital improvements approved by the members of the Association as provided herein; maintenance of roads and access ways; utility charges; snow and trash removal expenses; taxes; insurance; expenses for management and employees; legal and accounting expenses; expenses incurred for common security and enforcement of these covenants; any expenses declared common expenses by the provisions of this Declaration, PUD, or the By-Laws; any other valid charge against the Common Use Area and facilities as a whole; and any other cost incurred by the Board for the general benefit and welfare of the Owners.

2.5 "Common Use Area" shall mean the common use area designated on the Plat, as amended by the Replat, together with all improvements located thereon, which area includes access roads, recreation area and complex, and greenbelt areas. Common Use Area shall be deemed to include all real property located within the exterior boundaries of the plat, together with all improvements located or to be located thereon, EXCEPT the real property located within all numerically designated Lots; all water and sewer lines and facilities; and any portion of the Common Use Area reserved by the Association for other use in accordance with the provisions hereof.

2.6 "TROA" shall mean Tiger Run Owners Association, a Colorado Non-profit Corporation, its successors and assigns, provided such successors or assigns are designated in writing by TROA as a successor or assign of any rights of TROA set forth herein.

2.7 "Declaration" shall mean this instrument, as the same may be amended from time to time.

2.8 "Lot" shall mean one of the numerically designated Lots depicted as Lots 1 through 248 and Lots 397 through 400 and Lots 249-367 as depicted on the Plat and on the Replat.

2.9 "Owner" shall mean the person or persons or other legal entities whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit, but shall not include those having an interest in a Unit merely as security for the performance of an obligation. Whenever any specific activity of an Owner is prohibited, permitted, or required hereunder, such prohibition, permission or requirement shall be deemed to apply to any person occupying the premises by right of the Owner, including family members, guests, invitees and tenants.

2.10 "Resort" or the "Property" shall mean the entire area included within the exterior boundaries of the Plat.

2.11 "Plat" shall mean the Tiger Run Resort Recreation Vehicle Park Plats, as recorded on February 25, 1982, under Reception No.236574 of the records of the Clerk and Recorder Summit County, Colorado, and any amendments thereto filed for record thereafter.

2.12 "Replat" shall mean the Replat of a Portion of Section "C" of Tiger Run Resort Recreation Vehicle Park Plats, as recorded on November 10, 1982, under Reception No.248025 and the replat dated July 29, 1996 Replat No. 428703 in the records of the Clerk and Recorder Summit County Colorado and any amendments thereto filed for record thereafter.

2.13 "Rules and Regulations" shall mean such reasonable rules and regulations as may be adopted from time to time by the Association to govern and control the use and occupancy of any Lot, Common Use Area, or other facility located within the Resort.

2.14 "Unit" shall mean the fee simple title and interest in and to a numerically designated Lot, together with an undivided 1/371th fee simple title interest in and to the Common Use Area, and an undivided 1/371th interest in any personal property which; may be acquired from time to time on behalf of, and for the common use by, all Owners and all other rights and obligations created by this Declaration. Each such Unit shall be described by the numerical designation of the Lot associated with such Unit. The proportional undivided interest in the Common Use Area may be amended or modified by any subsequent replatting of the Property, in which case, the new undivided interest appurtenant to each Unit will be amended and restated by the filing of a supplement to this Declaration.

2.15 "Park Home" shall mean a pre-constructed complete building unit without motive power that is constructed to: 1) meet the design standards of the PUD Designation, and 2) factory built standards of the Colorado Division of Housing Standards, or constructed to the Park Home standards outlined in the American National Standards Institute ("ANSI") 119.2 requirements. Park homes shall be fitted with axles and wheels suitable for towing or trailering, and be designed and used for single family, single unit occupancy by persons in temporary locations for recreational and/or seasonal use. Such units are

manufactured in a factory or at a location other than the residential site of the completed Park Home and which units are not licensed as motor vehicles, but, are towed on wheels to the location and are readily portable. Park Homes shall be limited to a maximum exterior dimension of fourteen (14) feet by thirty-eight (38) feet and must be completely located upon the Lot per the applicable requirements of the PUD Designation. All Park Homes must be constructed to the standards required for residential construction established by the adopted Building Code.

2.16 "Colorado Room" shall mean a pre-constructed addition to the living area of a Park Home that is physically attached to such structure and which is also mobile or readily portable. The maximum outside dimensions of any Colorado Room are twelve (12) by thirty-two (32) feet and the Colorado Room must be set back a minimum of six (6) feet from the front vertical plane of any Park Home. All Colorado Rooms must meet the standards required for residential construction established by the adopted Building Code and must be completely located outside any Lot line setbacks and must further accommodate all required parking and utilities upon such Lot.

2.17 "Deck" shall mean an exterior area constructed and intended for outdoor activities (grilling, eating, etc.), whether attached or detached to any Park Home and must be completely inside any setbacks upon the Lot. Decks may be constructed on site or factory built and may be open, covered, or screened, but may have no interior or exterior walls on such structure. Decks shall be designed and constructed to be Readily Portable, and shall not be treated as residential living space.

2.18 "Employee Housing" shall be defined by the Summit County Land Use and Development Code, and such housing shall be limited to use by the managers or employees of the Association and their immediate relatives and not by the general public.

2.19 "Fifth Wheel Trailers" shall mean a vehicular unit, mounted on wheels, designed to provide temporary living quarters for recreational camping, or travel use, of such size or weight as not to require special highway movement permits when towed by a motorized vehicle and shall be no greater in length, width or height than is permitted by State and Federal regulations.

2.20 "Motor home" shall mean a vehicular unit designed to provide temporary living quarters for recreational, seasonal camping, or travel use built on or a permanently attached to a self propelled motor vehicle chassis or on a chassis cab or van that is an integral part of the complete vehicle and shall be no greater in length, width or height than is permitted by State and Federal regulations.

2.21 "Porches" shall only be constructed upon a slab on grade foundation, but shall not include such foundation, whether attached or detached to any Park Home, and must be completely inside any setbacks upon the Lot, and shall adhere to all applicable requirements of the Building Code. Porches shall be designed and constructed to be Readily Portable. Porches shall not have partitions, rooms, plumbing, heating or ventilating equipment, or cooking facilities, and shall not be treated as residential living space. Porches may be constructed only if 1) the maximum outside dimensions do not exceed the maximum permitted dimensions of the Colorado Room and 2) the enclosure's wall surface area has a minimum of 60% glass (40% maximum solid surface area).

2.22 "Readily Portable" shall mean that a deck, porch, or other improvement as permitted by the PUD Designation can be removed within 36 hours.

2.23 "Recreational Vehicle" shall mean Park Homes, Fifth Wheel Trailers, Travel Trailers; Travel Campers; and other similar types of mobile residential units or dwelling units and attached equipment which are mobile and not permanently affixed to any realty but are not self propelled. Recreation Vehicles shall not include pop-up campers, tents or other similar shelters used primarily for short-term camping and recreational use. All vehicles must be self-contained.

2.24 "Travel Camper" shall mean a portable unit constructed to provide temporary living quarters for recreational, travel or camping use, consisting of a roof, floor and sides designed to be loaded onto and unloaded from the bed of a pick-up truck, and shall be no greater in length, width or height than is permitted by State and Federal regulations.

2.25 "Travel Trailer" shall mean a vehicular unit, mounted on wheels, designed to provide temporary living quarters for recreational camping, or travel use, of such size or weight as not to require special highway movement permits when towed by a motorized vehicle and shall be no greater in length, width or height than is permitted by State and Federal regulations.

2.26 "Storage Shed" shall mean one storage shed without a permanent foundation per Lot with a maximum of 120 square feet of floor and a maximum wall dimension of 14 feet on any side.

### ARTICLE III

#### Purpose

This Declaration is made for the purpose of creating and maintaining a luxury resort for Motor Homes and Recreation Vehicles, for prohibiting the permanent residential use of any structure or vehicle upon any Lot, for keeping the Resort desirable, beneficial, attractive in design and appearance, and free from nuisances, and for the purpose of avoiding unnecessary interference with the natural beauty of the area, all for the mutual benefit and protection of the Owners of all Units.

### ARTICLE IV

#### Description and Conveyance of Units

4.1 Description of Unit. After this Declaration has been recorded in the Office of the County Clerk and Recorder of the County of Summit, Colorado, every deed, lease, mortgage, trust deed, will or other instrument shall legally describe a Unit associated with numerically designated Lots 1 through 248 and Lots 397 through 400 and Lots 249-367 as replatted.

4.2 Inseparability of Unit. The ownership of all elements and properties comprising a Unit shall be inseparable and no Owner shall, by deed, plat, court decree or otherwise, separately transfer or convey any element comprising such Unit or subdivide or in any other manner cause his Lot or Unit to be separated into any tracts or parcels different from the whole Unit, as defined in the Declaration.

4.3 Waiver of Partition. The Common Use Area shall remain undivided and shall not be the object of an action for partition or division of the co-ownership thereof.

4.4 Transfer Fee. The Board may assess a transfer fee which shall be due upon the sale of a Lot. Such Transfer Fee shall be deposited in the Association's Reserve Account. The Transfer Fee shall qualify as a Supplemental Assessment and shall be collectable pursuant to Article XI of the Declaration.

## ARTICLE V

### Permitted Use

5.1 Declaration, Articles, By-Laws, Rules and Regulations. All land and facilities within the Resort shall be occupied and used only in accordance with the provisions of the PUD, of this Declaration and the Articles of Incorporation, By-Laws, and Rules and Regulations of the Association.

#### 5.2 Use of Lots.

- Each Lot shall be used for recreational and short-term residential purposes only as defined below.
- No permanent residency shall be permitted within the Resort, except for Resort management personnel residing in Employee Housing.
- Occupancy of the Park Home and Recreational Vehicle sites within the Property is restricted to short-term Owner or renter occupancy. Occupancy by Owners (including occupancy by an Owner's renters, family, guests, invitees, or any combination thereof) within the Resort Community is limited to a cumulative total of 240 days per year. These occupancy limitations apply to all Owners (including occupancy by an Owner's renters, family, guests, invitees, or any combination thereof) and cannot be extended regardless of the number of units held by any Owner. See PUD filed June 28, 2005, Paragraph A Permitted Uses and Development Plan, Section 1 Land Use, Bullets b and c.
- Only one (1) auxiliary or towing vehicle may be located on each Lot, unless the Lot has been provided with a concrete driveway allowing adequate room so that more than one auxiliary or towing vehicles may be parked completely removed from the street.
- No Park Homes shall be allowed on Lots 249 - 367.
- All vehicles, excluding Recreational Vehicles and Motor Homes, must be licensed and may be left year round provided they are parked in designated concrete parking areas.
- Allowed Recreational Vehicles or Motor Homes on Lots 249 - 367 is restricted to short-term Owner or renter occupancy. Occupancy by Owners (including occupancy by an Owner's renters, family, guests, invitees, or any combination thereof) within the Resort Community is limited to a cumulative total of 240 days per year. These occupancy limitations apply to all Owners (including occupancy by an Owner's renters, family, guests, invitees, or any combination thereof) and cannot be extended regardless of the number of units held by any Owner.
- No structure shall ever be located within any snow removal or snow storage easement.
- Each Owner is entitled to the exclusive possession of his Lot, subject to the provisions of the Declaration.
- Each Owner shall be responsible for the maintenance of his Lot and all improvements and fixtures thereon in good order and repair, and no alterations or improvements may be made on any Lot without prior written approval of the Association. No Recreational Vehicle, Park Home, Motor Home or other improvement on any Lot shall be left unattended for extended periods or allowed to deteriorate, become unsightly, or otherwise become a nuisance to other Owners.

- A Maintenance Committee may be appointed by the Board of Directors of the Tiger Run Owners Association to create and enforce rules to ensure that the maintenance of each lot and structure thereon are deemed to be in good repair. Details of these rules can be found in the Rules and Regulations of the Association.

### 5.3 Permitted Structures.

In addition to one Recreational Vehicle or Motor Home each Lot may also have the following:

- Residential utilities including but not limited to electricity, water, sewer, gas, telephone, cable and any other auxiliary equipment as may be used in connection therewith.
- A storage shed
- A propane storage enclosure, if required by the Rules & Regulations
- Lots 1-248 & 397-400 with a Park Home may have a porch, deck, Colorado Room or a porch or a porch and deck or a Colorado Room with a deck.
- No permanent structure shall be erected, placed or permitted to remain on any Lot, unless approved by the Architectural Review Committee and the County.
- The Architectural Review Committee and Summit County Planning and Building Departments set the rules in the current PUD filed with Summit County. Further definitions of these rules are set by the Architectural Review Committee and approved by the Board of Directors, and can be found in the Rules and Regulations of the Association.

No structure or planting may be placed upon, or permitted to extend over, any Common Use Area unless expressly approved in writing by the Tiger Run Owners Association. No structure or other improvement on any Lot shall be allowed to deteriorate, become unsightly, or otherwise become a nuisance to other Owners. The appropriate committee, either Architectural Review Committee, or Maintenance Committee shall be empowered by the Board to make rules and regulations to ensure compliance with these restrictions.

5.4 Criteria. In approving or disapproving the use of any Lot within the Resort or any structure proposed to be located thereon, it shall be the objective of the Association to ensure that no such use or structure will impair the aesthetic or monetary value of the Resort. The Association shall consider the suitability of the proposed structure and the materials to be utilized with respect to the area in which it is to be located and the effect of the proposed structure on adjacent or neighboring property; the location of the proposed structure with respect to property lines, giving due consideration to the location of existing or previously approved structures on adjacent property; and the location of utility lines and easements.

5.5 Enforcement. If any structure shall be erected anywhere within the Resort without the prior written approval of the Association or if any structure shall be erected which does not comply with plans approved by the Association, then the Association, after notice and hearing as provided in the PUD, Covenants, Rules & Regulations and By-Laws, shall have the right and authority to order the removal or modification of such structure to conform to the standards established by the Association. and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed, at the Owner's expense, and any such action shall not be deemed a trespass, with all fees and costs in connection with such removal and restoration to be assessed to the Owner as an Assessment under the terms of this Declaration;

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5.6 Building Permits. Each Owner shall be responsible for obtaining all necessary building or other permits required with respect to any proposed improvement and for obtaining required inspections and certificates of completion with respect thereto. Prior to applying for permits, approval from the Association's Architectural Review Committee must be obtained.

5.7 Use of Common Area. Each Owner shall be entitled to use the Common Use Areas in accordance with the purposes for which they are intended and in accordance with such reasonable limitations as may be set forth in the PUD, Covenants, By-Laws and Rules & Regulations. No Owner shall have the right to make any alteration of, or any addition or improvement to, the Common Use Area without the prior written approval of the Association.

5.8 Governmental Regulations. No use or activity shall be conducted upon any property or facility within the Resort which shall violate any provision of the zoning laws of Summit County, Colorado, or any agreement made with the Board of County Commissioners of said Summit County, including specifically all agreements contained in those instruments recorded under Reception Nos. 795702 and Resolution No. 2005-51 of the records of said Summit County.

## ARTICLE VI

### Utilities

The Owner or occupant of each Lot shall utilize the domestic water supply and sewage disposal, electrical and cable facilities available thereon. The Association shall furnish such water, sewer and cable facilities pursuant to contracts at such rates and charges as may be set forth in said contracts. Such rates and charges shall be paid by the Association to the Providers and shall be included in the assessment to each Owner hereunder. The Association shall make electrical services available to each Lot; however, each such service will be separately metered, and each Owner will be responsible for the payment of all connection and service charges to the electrical facility.

## ARTICLE VII

### Easements

7.1 Utilities. A blanket easement is hereby reserved for the Association, its successors and assigns, throughout the entire Resort for the construction, installation, maintenance and operation of utility services, including water, sewer, gas, electrical, cable and other utility and electrical lines, and such other auxiliary equipment as may be used in connection therewith.

7.2 Maintenance. A blanket easement is hereby reserved for the Association, its successors and assigns, throughout the entire Resort, for general maintenance purposes, and over that portion of each Lot lying within ten (10) feet of any roadway for snow disposal and snow storage purposes, and any agent or employee of the Association its successors and assigns, may enter at any reasonable time upon any Lot or other part of the Resort, for the purpose of mowing, irrigating, landscaping, snow removal, or any other reasonable purpose beneficial to the Owners and the Resort.

7.3 Pedestrian and Vehicular Traffic. Easements for the use and benefit of all Owners are reserved for pedestrian traffic over and across such sidewalks, paths, walks, lanes and other portions of the Common Use Areas as may, from time to time, be designated for such purpose and use; and for vehicular traffic over and across such portions of the Common Use Areas as may, from time to time, be paved and designated for such purposes. Nothing contained herein shall be construed to create the right for any person to park upon any portion of the Common Use Area except to the extent that areas may be specifically designated and assigned for such purpose.

7.4 Encroachments. In the event that any Lot shall encroach upon any of the Common Use Area or upon any other Lot for any reason other than the intentional or negligent act of the Owner of such Unit, or in the event any Common Use Area shall encroach upon any Lot, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist.

7.5 Forest Service Easement. A non-exclusive easement for ingress and egress to and from lands owned by the U.S. Forest Service for the use of all Owners and for all employees or agents of the U.S. Forest Service is hereby reserved over and across those parcels designated on the Plat as "Easement B" and on the Replat as "Easement A ".

7.6 PUD Easement. All Owners are subject to the easement stated in the current PUD on record with Summit Country. These easements are further defined in the Rules and Regulations of the Association.

## ARTICLE VIII

### General Restrictions and Nuisances

All Owners and other occupants of the Resort shall comply with the following general restrictions, and any prohibited activities within the Resort shall be deemed nuisances.

8.1 Owners are responsible for all actions, inaction, negligence, etc. of guests, agents, tenants, etc.

8.2 No animals, livestock, or poultry of any kind shall be raised, bred, or kept within the Resort, except customary household pets, which may be kept provided they do not become a nuisance and are not kept, bred, or maintained for any commercial purposes and provided they are securely leashed. Each Owner shall have the responsibility for keeping such pets quiet and confined to the Owner's Lot or designated pet walks. Each pet must be kept on a leash or under voice control.

8.3 Offensive Behavior. No hostile or harassing activities as defined by the association shall be carried on upon any Lot, roadway, or common area, nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners.

8.4 Owners guilty of offensive activities are subject to the fine schedule.

8.5 Recreational Vehicle holding tanks or other waste shall not be dumped or disposed of within the Resort, except at the sewer risers provided on each Lot.

8.6 Each Owner shall be liable for any damage caused by his acts, negligence or carelessness, to the extent that such damage is not covered by insurance carried by the Association. Such liability shall include any increase in hazard insurance rates occasioned by use, misuse, occupancy or abandonment by such Owner

8.7 Use of water – The Tiger Run Board of Directors will issue rules on the use of water on an as needed basis due to the constraints that have been place on TROA due to a limited volume of irrigation water and applicable water restrictions due to drought or other natural disasters.

8.8 Landscaping which must be adequately maintained by the Owner.

8.9 The use of the Owners' Lounge, and the Pavilion shall be governed by the Rules & Regulations of the Association.

8.10 In order to promote the security of the Resort and enforce the Declaration and Rules and Regulations when a Unit or Lot is occupied by a party other than its Owner, the Owners agree that the Association may adopt rules and regulations governing the rental of Units or Lots.

8.11 Owners who rent their Units or Lots are responsible to provide their renters with a list of Rules & Regulations, Covenants, and PUD. Owners must leave a contact number with the Management Company.

8.12 Maintenance of Lots and Improvements. Owners are responsible for the maintenance, repair and replacement of the property and improvements located within their Lot boundaries. The Association, and its agents, shall have the authority, to enter, replace, maintain, repair and clean up Lots which do not conform to the provisions contained herein or standards set by the Architectural Review Committee or the Maintenance Committee, and to charge and collect from the Owners thereof all reasonable costs related thereto as an Assessment hereunder.

8.13 Landscaping Requirements and Restrictions. The landscaping of each Lot shall be maintained by the Owner in a good, neat, attractive and well-kept condition, whether xeriscaped or with turf, which shall include lawns mowed, hedges, shrubs, and trees pruned and trimmed, and removal of weeds and debris and such other standards as may be set by the Architectural Review Committee or the Maintenance Committee.

## ARTICLE IX

### Association Members

9.1 Membership Obligation. Ownership of any Unit within the Resort shall qualify and obligate the Owner to membership in the Association, with full right and responsibility of membership as set forth in the Articles of Incorporation and By-Laws.

9.2 Voting Rights. Each Unit shall be entitled to one (1) vote at any meeting of the members of the Association. If a Unit is owned by more than one (1) person, the Owners of said Unit shall designate one of them to exercise such vote or, in the case of corporate ownership, an officer or director thereof shall be designated to exercise such vote. The designation of the person entitled to exercise such vote

shall be made in the manner provided by, and subject to any provisions and restrictions set forth in, the By-Laws. If the Association ever acquires ownership of a Unit, the Board shall be entitled to one vote for such Unit on behalf of the Association.

9.3 By-Laws. The Board may adopt, and amend from time to time, such reasonable By-Laws, as it may deem appropriate for the conducting of the business and affairs of the Association. No provision of the Articles of Incorporation or By-Laws shall change or abridge the property rights of any Owner or affect the validity and priority of any encumbrance on any property within the Resort or conflict with any zoning law or agreement of or with the Board of County Commissioners of Summit County, Colorado. The By-Laws may provide for the imposition by the Association of reasonable fees for the use of any common recreational facility and for the adoption by the Board, of the Rules and Regulations governing use of the common facilities and the conduct of Owners within the Resort, including the right to suspend the use of common facilities for any infraction.

## ARTICLE X

### Association

10.1 Authority. The business affairs of the Resort shall be managed by the Association, a Colorado non-profit corporation. The Association shall be governed by its By-laws as amended from time to time. The Association shall have all rights, powers, and duties of a corporation formed under the Colorado Non-Profit Corporation Act and of an "Association," as that term is used in the Colorado Common Interest Ownership Act ("Act"). The Association shall have the right, power and obligation to provide for the maintenance, repair, replacement, administration, insurance and operation of the Resort as provided herein and in the By-laws and pursuant to Colorado law. The business and affairs of the Association shall be managed by the Board, subject to the provisions hereof.

10.2 Membership. Every Owner shall be entitled and required to be a Member of Association on the basis of one Membership for each Unit owned. Where ownership of a Unit is held by more than one person, the Membership shall be designated by such Owners to one Owner who shall be entitled to the vote for such Unit. No person or entity other than an Owner may be a Member of the Association, and Memberships may not be transferred except in connection with the transfer of a Unit. Membership in the Association shall automatically terminate upon transfer of ownership of a Unit. Upon the transfer of ownership of a Unit, the new Owner shall succeed to Membership in the Association.

10.3 Architectural Review Committee shall be appointed by the Board of Directors and is authorized to develop Architectural Standards, interpret the PUD with respect to architectural requirements, and work with the County to ensure Tiger Run Resort is following current building and planning standards. The ARC may have additional authority as delegated by the Board. Detail of the Architectural standards and the process can be found in the Rules and Regulations of the Association

10.4 Maintenance Committee shall be appointed by the Board of Directors and is authorized by to inspect units and lots annually for infractions of property and landscaping maintenance. The Maintenance Committee may have additional authority as delegated by the Board. Details of the maintenance process and standards can be found in the Rules and Regulations of the Association.

10.5 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

10.6 Architectural Review. No construction in the Resort shall be commenced, erected or maintained within any Unit or the Common Use Areas, nor shall any exterior addition, change or alteration thereto be made to any Unit, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to design and structural soundness of the proposed improvement by the Board of the Association, or by an architectural control committee appointed by the Board ("Architectural Review Committee"). Interior improvements solely affecting and located wholly within a Unit (other than decks, porches or Colorado Rooms) shall be excluded from this restriction. Neither the Board nor the Architectural Review Committee, if so appointed, shall be liable in damages to anyone submitting plans to them for approval, or to any Owner affected by this Declaration, or any third party, by reason of mistaken approval, judgment, negligence or non-feasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. Every person who submits plans for approval, by submission of said plans and specifications, and every Owner of a Unit, by acquiring title thereto or an interest therein, agrees that no action, suit or claim will be brought against Association, its successors or assigns, the Board or the Architectural Review Committee to recover any damages, and any right to bring any such action, claim or suit by an Owner is hereby waived. Notwithstanding anything to the contrary as set forth above, any such improvements or alterations constructed within the Resort shall comply with the requirements which may be imposed from time to time by the County of Summit, State of Colorado, regardless of whether the Board or Architectural Review Committee has approved such plan

## ARTICLE XI

### Assessments by Association

11.1 Power to Assess. Each Owner, of any Unit in the Resort, by acceptance of a deed therefore, or the acquisition of title thereto in any manner, whether or not it shall be so expressed in any such deed or other instrument, is deemed to covenant and agree to pay to the Association such assessments as may be established by it to cover the Common Expenses provided herein.

11.2 Amount of Assessments. The Owner of each Unit shall be liable for an equal share of the Common Expenses, regardless of the purchase price, size or location of the Lot associated with such Unit. The amount of assessments shall be established by the Board based upon such reasonable budgets and projections as it may establish.

11.3 Delinquent Assessments. Any assessment remaining unpaid more than ten (10) days after the due date thereof shall bear interest at the rate of 18% per annum until paid. The TROA may impose on a monthly basis a late charge for each Owner who fails to timely pay his/her Assessments. If any Unit Owner fails to timely pay assessments or any money or sum due to the Association, the Association may require reimbursement for collection costs and reasonable attorney's fees and costs incurred as a result of such failure without the necessity of commencing a legal proceeding. The Association may also bring an action at law against any Owner to recover the unpaid amount of any delinquent assessment or other amount owed by such Owner, together with interest thereon, and the Association shall be entitled to

recover all costs of suit and reasonable attorneys' fees and costs incurred with respect to the action. The Association may also suspend the right of any Owner to use the Common Use Areas for any period during which such Owner is delinquent in the payment of assessments. The Association may adopt additional rules and regulations governing the assessment and collection of late fees, penalties and other amounts due for delinquent assessments and for other violations of this Declaration or Association rules.

11.4 Lien of Assessments. The Association shall have a lien on each Unit for the amount of any delinquent assessment owed by the Owner of such Unit, together with interest thereon; and the Association shall also have a lien against all tangible personal property of the Owner located upon the Lot associated with such Unit. In addition to the action at law provided above, or as an alternative thereto, the Association may file with the Clerk and Recorder of Summit County, Colorado, a statement of lien with respect to the delinquent assessment, setting forth the name of the Owner, the legal description of the Unit, the name of the Association, and the amount of delinquent assessments then owing, which statement shall be signed and acknowledged by the president or vice president of the Association, and which shall be served upon the delinquent Owner by certified mail, return receipt requested, to such address as the Association may have in its records for said Owner. Thirty (30) days following the mailing of such notice, the Association may proceed to foreclose the statement of lien in the same manner as provided for the foreclosure of mortgages on real property under the statutes of the State of Colorado.

In either a personal or a foreclosure action, the Association shall be entitled to recover unpaid assessments becoming due subsequent to the commencement of the personal action, or subsequent to the filing of the complaint, and no supplemental complaint or statement of lien shall be required with respect to such subsequent installments. In either a personal or foreclosure action, the Association shall be entitled to recover the amount of delinquent assessments and interest thereon, together with all sums advanced by the Association for taxes or payments on prior encumbrances (which shall bear interest from the date of advancement at the highest rate per annum allowed by Colorado Law, costs of suit, and reasonable attorneys' fees incurred with respect to the action. The Association may become the purchaser at any foreclosure sale. In lieu of personal action or foreclosure, or during the pendency thereof, the Association shall have the right to take possession of said Unit and offer the same for rental. From the proceeds of such rental, if any, the Association shall first deduct any standard rental management fees and shall credit the remainder to the delinquent amounts owed by the Owner of such Unit. In connection with such activities, the Association may remove from the Lot associated with such Unit any personal property or vehicle located thereon and place the same in storage without liability to the Owner, and each Owner hereby indemnifies and holds harmless the Association for any loss, claim, damage, or claims for damages arising therefrom. The lien of the Association against the personal property of any Owner may be foreclosed in the manner of personal security interests under the Uniform Commercial Code of the State of Colorado.

11.5 Non-Waiver of Liability. No Owner may waive or otherwise avoid liability for the assessments provided herein by non-use of the Common Use Area or abandonment of the Lot associated with his Unit.

11.6 Subordination to Mortgages. Except for that portion of any unpaid assessments that have "super-priority" status under Colorado law, the lien of the assessments provided for herein shall be subordinate to the lien of any bona fide first mortgage or first deed of trust against the Unit affected or the lien of any bona fide first security interest against any personal property affected. Sale or transfer of any Unit shall not affect the assessment lien; however, the sale or transfer of any Unit as a result of

foreclosure of a first mortgage, deed of trust or security interest, or any proceedings in lieu of foreclosure, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer, but shall not relieve any former Owner of personal liability therefore. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

11.7 Supplemental Assessments. The Association shall have the right to add to any Owner's Assessment as provided in this Article the following:

- (a) those amounts expended by the Association for the benefit of any individual Lot or any occupant thereof, including but not limited to: improvement, repair, replacement and maintenance specific to a Lot;
- (b) improvement, repair, replacement and maintenance caused by the negligent or willful acts of any Owner, his or her guest, employee, licensee, lessee or invitee as set forth in this Declaration;
- (c) All fines and costs assessed against an Owner pursuant to the governing documents; and
- (d) Any other expenditures or charges which the Board, in its sole discretion, chooses to allocate to a Lot and are reasonably determined to be allocable to a particular Lot.

## ARTICLE XII

### Insurance

The Board shall obtain and maintain at all times, to the extent reasonably obtainable, policies of insurance, written with financially responsible and able companies licensed to do business in the State of Colorado, covering the following risks, to wit:

12.1 Liability Insurance. Public liability and property damage insurance in such reasonable limits as the Board may determine from time to time covering all claims for bodily injury or property damage on the Common Use Area and in connection with the functions of the Association. Coverage shall include, without limitation, liability for personal injuries, operation of motor vehicles on behalf of the Association, and activities in connection with the operation, maintenance and other use of the Common Use Area. All such insurance shall name the Association, the Board, the officers of the Association, the Owners as insureds thereunder.

12.2 Casualty Insurance. Insurance against loss or damage by fire, lightning, and such other hazards as are customarily covered in condominium or other co-ownership projects under extended coverage and all risk endorsements. Such insurance shall insure the entire Common Use Area and any improvements or property located thereon, including common use personal property (but not including improvements or personal property supplied by or owned by Owners), together with all service equipment contained therein, in an amount equal to the full replacement value, without deduction for depreciation. Such insurance shall insure the interests of all Owners in the Common Use Area and all improvements and property located thereon, and shall name the Association as the loss payee.

12.3 Employee Coverage. The Association will be required to maintain Workmen's Compensation and Employer's Liability Insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

12.4 Fidelity Coverage. The Association will be required to maintain fidelity coverage against dishonesty of employees or any other person handling funds of the Association, destruction or disappearance of money or securities and forgery. Said policy shall also contain endorsements thereto covering any persons who serve the Association without compensation.

12.5 D&O Insurance. The Association will be required to maintain insurance for Directors and Officers sometimes called Association Professional Liability Insurance in an amount to be determined by the Board of Directors..

12.6 Other Insurance. The Association may obtain insurance against such other risks as it shall deem appropriate with respect to the Common Use Area, D&O, and facilities and the functions and activities of the Association.

12.7 Owners' Risk. Nothing contained herein shall obligate the Association to insure the actions or property of any Owner or other person on or about the premises with the permission or at the sufferance of any Owner, and each Owner shall be responsible for obtaining at his own expense such liability, casualty or other insurance as he may deem necessary with respect to the ownership of his Unit and his activities within the Resort.

### ARTICLE XIII

#### Damage, Destruction, or Condemnation

13.1 Condemnation/Hazard Distributions. In the event of a distribution of condemnation proceeds or hazard insurance proceeds 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.

### ARTICLE XIV

#### Enforcement

In the event of any violation or threatened violation of any of the provisions contained herein, other than the failure to pay assessments or any money or sums due to the Association, the Association, or the Owner of any Unit may bring an action at law or in equity, either for injunction, for damages, or for such other relief as may be available. In any such action, the prevailing party shall be awarded all costs of suit and reasonable attorneys' fees.

### ARTICLE XV

#### Failure to Enforce

The failure by the Association, or any Owner to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action against the Association, the Board, or any Owner.

## ARTICLE XVI

### Effect Tenure, and Amendment

16.1 Covenants Run with the Land. The provisions hereof shall be considered as covenants running with the land, and all instruments affecting the title of any property within the Resort shall be subject to the provisions hereof. Said provisions shall inure to the benefit of and be binding upon the Association its successors and assigns, and every grantee or lessee of any Unit, their heirs, personal representatives, successors and assigns, and upon each successor in title of each Owner to termination in accordance with the provisions of Articles XIII hereof.

16.2 Amendment. This Declaration may be amended, revoked or modified by the affirmative vote of not less than 65% of all the Owners, who are present, either in person or by proxy, and entitled to vote at a duly noticed meeting of the Owners at which a quorum is present in person or by proxy. Any vote authorizing such amendment shall be evidenced by executing and acknowledging an appropriate instrument in writing for such purpose, and recording same in the office of the Clerk and Recorder of Summit County, Colorado. No such amendment may change or materially alter or modify the configuration or size of any Lot, or change any proportion or percentage by which the Owner of any Unit shares Common Expenses or owns the Common Use Area except in connection with a replatting of the Property in which the number of Lots is changed. The Articles of Incorporation and By-laws of the Association may be amended in the manner provided by the Colorado Nonprofit Corporation Act; provided, however, that no such amendment shall have the effect of violating or negating any provision of this Declaration.

## ARTICLE XVII

### Miscellaneous

17.1 Invalid Provision. Invalidation of any provision hereof by judgment or order of Court shall in no way affect any of the other provisions hereof.

17.2 Notices. Any notice, invoice or other written instrument required or permitted to be delivered hereunder may be delivered to any Owner personally or by mail addressed to the Owner his place of residence as shown on the records of the Association. The Association or its appointed management company shall maintain a list of the mailing addresses of all Owners, and it shall be the responsibility of each Owner to notify the Association in writing of any change of address. Notices to the Association shall be delivered by mail to 85 Tiger Run Road, Breckenridge, Colorado 80424, or at such other address as may be furnished to the Owners in writing by the Association. Any notice delivered by mail shall be deemed effective on the date of deposit of said notice in the United States mails, postage prepaid.

17.3 Time Sharing. No estate or interest commonly known as "time-sharing" shall be created with respect to any Unit.

17.4 Exemption from CCIOA. The Association and the Owners expressly state that to the fullest extent possible under Colorado law, this Declaration and the Resort are exempt from the provisions of the

Colorado Common Interest Ownership Act ("Act") except as to those provisions of the Act which are expressly made applicable to those common interest communities created prior to the effective date of the Act as "pre-existing" communities.

17.5 Exemption from PUD. Any non-conforming structures identified on the PUD or previously approved by the TROA shall not be found to be in violation of any provisions herein. However if such structures are modified in any significant way, as determined by the Board in its sole discretion, the structure must thereafter comply with all provisions of the PUD, this document and any other Rules, Architectural Standards of the TROA.

IN WITNESS WHEREOF, the, Tiger Run Owners Association a Colorado non-profit corporation, has caused this instrument to be executed by its duly authorized officers on the day and year first above written.

Tiger Run Owners Association

Karolyn Tate  
Karolyn Tate, President

Trudi Briggs  
Trudi Briggs, Secretary

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF SUMMIT     )

The foregoing instrument was acknowledged before me this 27 day of July, 2007 by Karolyn Tate and Trudi Briggs, of the Tiger Run Owners Association Board of Directors

Witness my hand and official seal.



Tracy Loveberry-Ross  
Notary Public  
My Commission Expires: 02-13-2010

**EXHIBIT E**  
**List of Legal, Nonconforming Enclosures**

## Exhibit E: List of Legal, Nonconforming Enclosures

The following Lots have legal, nonconforming enclosures:

Lot 10

Lot 15

Lot 29

Lot 36

Lot 104

Lot 121

Lot 122

Lot 123

Lot 124

Lot 126

Lot 148

Lot 151

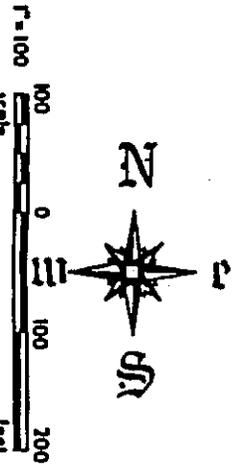
Lot 216

Lot 242

**EXHIBIT F**  
**UBSD Sewer Easement Map**

# Exhibit F

**MANHOLE MH9**



**TRR MAIN LINE**

**MANHOLE MH5**

