

TIGER RUN OWNERS’ ASSOCIATION
Rules and Regulations

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TIGER RUN OWNERS' ASSOCIATION Rules and Regulations

As of the date of adoption, the following Rules and Regulations are hereby adopted and will remain in full force an effect until such time as they are revoked, changed or otherwise altered by the Tiger Run Owners' Association Board of Directors.

All Lots are to be used and enjoyed subject to the following Codes for Community Living. The objectives of these Codes are to keep Tiger Run attractive for the enjoyment of its residents who own here and those who are our guests through our rental program and to protect the property values of this community. The Codes help implement the, Covenants, Reservations and Restrictions for Tiger Run (the "Covenants") and constitute the rules and regulations of the Board of Directors (the "Board"). The Board reserves the right to adopt such other rules and regulations from time to time as it feels necessary to carry out the intent of the Covenants.

SECTION 1 - DEFINITIONS

Unless otherwise indicated, capitalized terms used in these Rules shall have the meaning set forth in the Covenants or in the Colorado Common Interest Ownership Act ("CCIOA")

ARC – Architectural Review Committee. A committee authorized by the Board of Directors to set Architectural Standards, interpret the PUD, and work with the County to ensure Tiger Run Resort is following current building and planning standards.

ADULTS - Persons who have attained the age of 18.

ASSOCIATION DOCUMENTS - Collective reference to the Covenants, the Articles of Incorporation of Tiger Run Owners TROA, and the By-Laws of Tiger Run Owners TROA.

CABINS AND CHALETS – Same as Park Homes. Terminology used interchangeable depending on description used by manufacturer.

COLORADO ROOM – For detailed definition see Section 3: Architectural Rules and Regulations 3.4

DECK - an exterior area constructed and intended for outdoor activities. Decks may be constructed on site or factory built and may be open, covered or screened, but may have no interior or exterior walls.

FINES - Those monetary penalties and charges assessed by the TROA for a Person's violation.

LOT – 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.

MAINTENANCE COMMITTEE – A committee authorized by the Board of Directors to inspect units and lots annually for infractions of property and landscaping maintenance.

MINOR(S) - All Persons who have not yet attained 18 years of age.

NOTICE/HEARING - Written notice and an opportunity to be heard at a public hearing before the Tiger Run Owners TROA Board of Directors (the "Board") in the manner provided in these Rules.

OWNER - A Person, firm, corporation, partnership, TROA or other legal entity, or any combination thereof, who owns one or more Lots.

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.

PERSON - A natural person.

PORCH - For detailed definition see Section 3: Architectural Rules and Regulations 3.5.

RELATED USER - (i) any Person who resides with an Owner within the Common Interest Community; (ii) a guest or invitee of an Owner; or (iii) an occupancy, Tenant or contract purchaser of a Lot, and any family member, guest, invitee or cohabitant of any such Person.

RULE - One or more rules or regulations duly enacted by the TROA, copies of which are furnished to Owners prior to the Rule's effective date.

RV – is synonymous with recreational vehicle.

STORAGE SHED – any building without permanent foundation with a maximum of 120 square feet of floor and maximum wall dimension of 14 feet on any side. The maximum height can be 8 feet 2 inches. Storage sheds are restricted to the rear 35 feet of the lot.

SNOWPLOW – means any vehicle originally designed for highway snow and ice removal or control or subsequently adapted for such purposes which is operated by or for the State of Colorado or any political subdivision thereof.

UNIT – 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.

TENANT - Any person who occupies a Lot and Residence thereon by, through or under an Owner through a lease in full compliance with the Rules.

TROA – Tiger Run Owners Association

VIOLATION - An act of noncompliance with any Rule, or of a provision of the TROA Documents, or of a provision set forth in the Codes, which continues for a period of at least 24 hours after the noncomplying Person receives Notice or the noncomplying Person fails to comply with these Rules, shall be considered an additional Violation.

SECTION 2 – GENERAL RULES

- 2.1 Incoming recreational vehicles of those who are renters, must be RIVA certified, a minimum length of twenty feet must be in good condition and self contained. Condition to be verified and/or subject to review by management. TROA has the right to refuse use of lots to RV's which do not meet these criteria.
- 2.2 Any vehicle permitted to remain on any Lot shall be kept in a licensed and operable condition, and all vehicles shall be parked in such manner as to not constitute a nuisance, aesthetically or otherwise, to other Owners.
- 2.3 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.
- 2.4 Storage trailers, boats, motorized vehicles, snowmobiles, bicycles, etc. are permitted on or off trailers within the Property provided that such 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 as indicated in the PUD or any common use area, and such storage does not exceed 180 consecutive days, and no more than 8 months in any calendar year.
- 2.5 Parking is not permitted on grass or street.
- 2.6 Seasonal items must be removed after the season in which they are used. I.e. Snow mobiles must be removed from the property in the summer, and ATV's must be removed from the property in the winter.

- 2.7 Skirting for RV's located in RV Sites 249-367 will only be allowed October 1-May 1. All skirting must be removed by May 1. Management may adjust this date by 15 days depending on weather. Additionally non-factory installed devices will not be allowed to be added to RV's. **(added 7/6/12; revised 8/27/12)**
“ No exterior propane tanks will be allowed on Lots 249-367 (RV Lots) from May 1st to October 1st (Summer Months) unless they are enclosed inside an Architectural Review Committee approved propane tank structure which is attached to the side or rear of the shed. Such shed shall be located on the rear of the lot as required by The PUD and /or The Covenants and/or The Rules and Regulations, or as has been approved elsewhere. (1) un-enclosed auxiliary **exterior** propane tank, per lot, will be allowed from October 1st until May 1st (Winter Months) but in any case must be removed within 15 days if the lot is vacated. No auxiliary exterior propane tanks larger than 125 Gals will be allowed under any circumstances in this section of the Park. This rule does not apply to small tanks (20-30#) that are a part of barbeque grills, gas heaters and/or gas fireplaces as long as these tanks are enclosed within these items and are not freestanding tanks attached only by a hose.” **(added 5/1/15)**
- 2.8 Tents, pop-up canopies, gazebos etc are not allowed in the resort. Approval of large group party tents for short term use for special events can be obtained through Management. **(added 8/27/12)**
- 2.9 Rentals in Tiger Run are restricted to Park Homes and sites with open concrete pads.
- 2.10 No Member may be expelled from the Association and no Member's Membership may be terminated as long as such Member is an Owner. Notwithstanding the foregoing, if any Member fails to comply with any provision of the Resort, the Association may impose such enforcement sanctions as are provided for in the Declaration. Without limiting the foregoing, the Board may suspend, after notice and hearing in accordance with the provisions of the Policies and Procedures 3.8.4, the voting rights of any Member during and following any breach by such Member of any provision of the Declaration or any Rules adopted by the Board.
- 2.11 Committees of the Association shall be appointed pursuant to the governing documents of the association. To preside over any such committee shall meet the same qualifications as are required by the governing documents of the Association for election or appointment to the executive board of the association.
- 2.12 No hot tubs allowed on private property

Permitted Structures

- 2.13 Outdoor entertainment amenities such as a grill, picnic table, entertainment area, fireplace, and other similar items.

- 2.14 All of the above personal property shall be permitted to remain on the Lot year around; however all other personal property will not be permitted where it can be seen, except when the Lot is actually in use.
- 2.15 Satellite dishes and antennas mounted on Park Homes must be placed on the rear of the Park Homes out of public view whenever possible.
- 2.16 Fences or walls if approved by the Architectural Review Committee.
Fences shall not exceed a total of 20' in length on an individual lot. A fence shall also be a maximum of 6' tall, constructed with wood siding (log, cedar lap, or other approved sidings) and should be finished in Redwood or Cedar tone paint or stain. This does not pertain to retaining walls. **(revised 5/1/15)**

Section 3: Architectural Rules and Regulations

Reason for update: Latest agreements with the County –3.5 Porch, 3.9 Picnic Shelter and add 3.11 Contractor Guidelines. Change General Rules for Any Modification or New Construction from 3.9 to 3.10, Variances from 3.10 to 3.12, Easements and Encroachments from 3.11 to 3.13, and Heating and Cooling Devices from 3.12 to 3.14.

Note: It should be understood the PUD, TROA Covenants and currently accepted Summit County building guidelines are the documents used to develop these rules and regulations.

3.1 Construction Standards & Building Code:

All requests for site modifications including concrete, landscaping, new construction or modification of existing structures and amenities must first be submitted to the Architectural Review Committee for approval. This submittal must include the properly completed Construction Request Form, a drawing of the proposed improvements including a scaled front, rear and side elevation drawing if applicable and a detailed site plan showing all existing and proposed improvements.

All Park Models, Cabins, Chalets and Colorado Rooms entering the resort must be built to meet the Colorado Division of Housing standards or other standards acceptable to Summit County, which are applicable for that type of unit. Proof of this standard shall be an RPTIA Seal, ANSI Certification Seal, Colorado Division of Housing Seal or the equivalent seal from a regulatory agency acceptable to Summit County, or plans certified by a State of Colorado licensed engineer.

All units must be constructed with wood siding (log, cedar lap, or other approved sidings) and should be finished in Redwood or Cedar tone paint or stain.

No chalet, Colorado Room, deck, porch, shed, retaining wall, parking area, yard, structural support or improvement of any sort may be constructed such that it encroaches on the bank of the Swan River as determined by the Architectural Review Committee (ARC). The riverbank of the Swan River may not be altered in any way, except that owners may, with approval of the

ARC, add rock to the riverbank for erosion control. Before the ARC may approve any application for improvement of a lot that borders the Swan River, the owner of the lot shall cause the lot to be staked by a licensed surveyor to show the extent of the proposed improvements in addition to any other submittal requirements. Any approved improvements must then be constructed strictly in accordance with the plans as submitted and within the area shown by the survey.

3.2 Size of Chalets

All chalets, park models and cabins must adhere to the following size criteria:

Outside Dimensions: maximum exterior dimensions 38 feet in length by 14 feet in width. Exterior measurements are taken from the outer most edge of the unit and include all siding, trim, bump outs, window boxes and bays, but do not include roof eaves and door knobs.

Height: 15 feet as measured from the top of the frame on which the unit is built, to the highest point of the roof, but in no case to exceed 17 feet from the ground to the highest point on the roof.

3.3 Site Improvement Set Backs:

Park Model, Chalet, Colorado Room, Porch, deck and shed improvements must meet Summit County and TROA required setbacks. These set backs are as follows:

- Utility side of lot is 3 feet
- Rear of lot is 3 feet
- Non-utility side of lot is 6 feet
- Front of lot snow easement is 10 feet
- Note that all measurements are made from the building overhang to the property line on both sides and rear of lot
- Sheds are only required to meet 3 foot set back on either side of lot
- Driveway Dimensions-Maximum width 20 feet- Minimum depth 10 feet

Definitions:

3.4 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 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. There may be no internal partitions, kitchen, laundry, bathroom, or permanent bedroom facilities. A significant portion (60%) of all exterior walls must be glass to allow unobstructed view corridor through the room. The roof pitch must be consistent with eave of the adjacent cabin or chalet.

3.5 Porch shall be constructed upon a four (4) inch slab on grade foundation or other footings acceptable to county building codes, and shall be designed and constructed to be readily portable. Porch can only be constructed and attached to the side of a Park Home and the maximum dimensions and set back are consistent with the Colorado Room. The point of connection of the addition shall not exceed 15 inches up the slope of the existing cabin or chalet roof measured from the fascia. If the Park Home has a dormer, the roof may be attached and extended from the dormer roof. Should this option be chosen, it must comply with the six (6) foot setback from the front vertical plane of the Park Home. This option is only available to Chalets having a center loft or a loft high wall. The size is limited to 15 feet or a standard single loft. Loft walls must remain in tact. A porch must have a minimum of 60% glass and shall not have partitions, plumbing, or cooking facilities. Porch enclosures must meet minimum lighting standards which include an outside entry light and light switch inside to illuminate the interior.

3.6 Deck shall mean an exterior area constructed and intended for outdoor activities. Decks may be constructed on site or factory built and may be open, covered or screened, but may have no interior or exterior walls.

3.7 Storage Shed for Lots 1-248 and 397–400: one storage shed built on skids without permanent foundation with a maximum of 120 square feet of floor space and maximum wall dimension of 14 feet on any side. The maximum height can be 8 feet 2 inches. Storage sheds are restricted to the rear 35 feet of the lot. These sheds must be constructed with log siding, green metal roof and stained in cedar or redwood tones.

(Added 3/14/14) – All sheds must be approved by the ARC before constructing. Sheds on common areas need to stay within the extended property lines (In other words, if a lot’s plot plan lines were continued on into the common area, the shed would have to stay within those lines) The Board or ARC can make an exception to this rule.

3.8 Storage Shed for RV Lots 249-367: one storage shed built on skids without permanent foundation with a maximum of 120 square feet of floor space and maximum wall dimension of 14 feet on any side. The maximum height can be 8 feet 2 inches. These sheds must be constructed with log siding, green metal roof and stained in cedar or redwood tones. Sheds must be placed at the rear of the RV pad except for **Lots 297-308 and 332-344** which shall be placed between the landscaping planters. **(Added 3/14/14)** – All sheds must be approved by the ARC before constructing. Sheds on common areas need to stay within the extended property lines (In other words, if a lot’s plot plan lines were continued on into the common area, the shed would have to stay within those lines) The Board or ARC can make an exception to this rule.

3.9 Picnic Shelter for RV Lots 1-296, 249-296, 309-331, 345-367, 308 and 332 (all other pull through lots are excluded): NOTE: In order to take advantage of this option, there must be a shed located at the rear in the rear 35’ of the lot. **(revised 8/2/7/12)**

One picnic shelter can be built and placed in front of the shed on the above mentioned lots. There are three (3) size options, 10’ X 14”, 12’ X 14’, and 14’ X 14’, as measured eave to eave and along the ridgeline of the roof. All picnic shelters must be constructed to the engineered drawings that have been approved by Summit County Building and Planning Departments. The picnic shelters must be constructed of graded Log material as approved by the engineer for

structural strength. The underside will be tongue and groove pine and the top will be OSB covered with green metal roofing. A building permit is required for construction.

Note:

- 1- Summit County considers a loft as uninhabitable storage space. The county will not allow permanent access ladders to be installed in Colorado Division of Housing approved park homes coming into the resort.
- 2- The footprint of the Chalet and Colorado Room manufactured by Rocky Mountain Chalet has been accepted as the dimensional standard to be used for future units coming into the resort.

3.10 General Rules for Any Modification or New Construction

- 3.10.1 A Building permit is required for all construction except for storage sheds.
- 3.10.2 A Colorado licensed engineer is required for any site modification or new construction when required by the Building Department (generally when a roof is involved).
- 3.10.3 A Summit County registered contractor is required for site modifications or new construction that requires a building permit.
- 3.10.4 A Colorado Division of Housing approved Park Home will require placement of the unit by a state certified installer. This does not apply to units built to the ANSI or RPTIA code.
- 3.10.5 All site improvements and new construction must meet currently adopted building codes.
- 3.10.6 A site survey will be required for most major construction projects.
- 3.10.7 All site plans will require Architectural Review Committee and Summit County Planning Department approval.
- 3.10.8 Utilities (water risers, sewer inlet, power boxes, pedestals, water and sewer covers, etc.) must not be covered by a Chalet, Colorado Room, Porch, Deck, or any other structure when doing any site improvement. All major construction requests must be reviewed by Resort Management/Maintenance to ensure no utilities will be covered or damaged by the project.
- 3.10.9 Any site improvement requiring the removal/reinstallation or new installation of an electrical pedestal be in accordance with requirement described per exhibit 3.10.9A (Page 18)

3.11 Contractor Guidelines

3.11.1 Job Site Maintenance: Job site material must be maintained daily and excessive debris must be removed at least once per week. This will be reviewed by the Resort Manager or an assigned delegate.

3.11.2 Any contractor working in the Resort must provide the Resort Manager with a Certificate of Insurance showing adequate coverage for liability (minimum \$1,000,000) and Workman Comp where applicable. Workman Comp. on all contractors' employees, those using subs or non-employees must have signed and each supplied to the Association Manager a State of Colorado waiver of workman's comp.

3.11.3 Debris/Disposal Fees: If any fees are applicable, they must be negotiated with the Resort Manager.

3.12 Variance

If an owner's architectural request is rejected and they feel they have extenuating circumstances that are peculiar to their lot, the process for appealing is the following:

3.12.1 The owner must send a written appeal to the Architectural Review Committee and request a meeting to discuss the reason for declining the request.

3.12.2 If the appeal is not resolved at this meeting; the owner may then request the appeal be forwarded to the TROA Board of Directors for final consideration.

3.13 Easements and Encroachments:

The Covenants state the following:

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 herewith.

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 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 TROA.

The Tiger Run Plat records the following easement on every site:

Sewer Lines Easement of 10' on either side of sewer lines throughout the property

Water Lines Easement of 10' on either side of water lines throughout the property

Electrical	Easement of 10' on either side of overhead or underground electrical lines on the property
Cable & Phone	Easement of 10' on either side of overhead or underground cable Television and telephone lines on the property.
Snow Storage	Easement on all common use areas and the front 10' of each lot.
Drainage	Easement over all roadways, common use areas, front and rear 5' of each Lot and 5' along each side lot line.

Based on these figures, over 50% of every site is covered in some type of easement. It has always been recognized, that the tremendous values of the sites in the Community and the utility to their owners, would be severely hampered if owners were not allowed to utilize these easements for their cabins, decks, sheds and landscaping.

No structure shall ever be located within any snow removal or snow storage easement.

If a Park Home or Chalet is moved to another site it must meet all requirements imposed on new units. They must be sided with log or lap siding

The ARC recommends that every owner design their site amenities to minimize construction on the easements. However, due to the extent of easement coverage on every site, the ARC will not require that owners completely avoid the easements. Owners must recognize that removal and reconstruction of any amenity located on an easement, due to the need for access and repair to the utilities within that easement, is the sole responsibility of the site owner.

Owners should pay special attention to the following:

Any amenity, construction, landscaping or sprinkler system located within the 10' snow storage easement along the front of each site is subject to damage from the movement, plowing and storage of snow and ice. Repair of this damage is the sole responsibility of the site owner.

The vast majority of all utility repairs take place at the electrical pedestals, electrical transfer boxes, telephone and cable boxes, water risers, water valves and sewer outlets. Any amenity, construction or landscaping located near these items are at a higher risk of damage due to utility maintenance and repair. Repair of this damage is the sole responsibility of the site owner.

Propane tanks not attached to the Recreation Vehicle or Motor Home on Lots 1 through 248 and Lots 397 through 400 must be enclosed with a structure of such design, and at such location, as may be approved in writing by the TROA in accordance with Summit County Codes and Regulations. Propane tanks on Lots 249-367 are subject to the Rules and Regulations of the TROA.

3.14 Heating and Cooling Devices: No evaporative cooler, external heating or cooling equipment or device shall be constructed, placed or installed on any portion of any lot unless the same is approved by the TROA.

Section 4 - Parking and Storage:

All privately owned vehicles, trailers or other personal property must be kept or maintained within the owner's site and in a manner consistent with other covenants, rules or regulations governing the treatment of such property. TROA may, from time to time, designate certain parking spaces within the Common use areas, which may be reserved by Owners for the temporary parking of excess vehicles and trailers. These spaces, if so designated by the Board, will not be available for motor homes, travel trailers or any vehicle or trailer in excess of 22 feet in length. The reservation of space and collection of parking fees for these sites shall be administered by the Board or its assigns.

- 4.1 Storage trailers, boats, motorized vehicles, snowmobiles, bicycles, etc. are permitted on or off trailers within the Property provided that such 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 as indicated in the PUD or any common use area, and such storage does not exceed 180 consecutive days, and no more than 8 months in any calendar year
- 4.2 Seasonal items must be removed after the season in which they are used.
- 4.3 **(Added 1/15/11)**-Overflow parking is available in front of the Clubhouse for a fee of \$7 per day for a maximum on of 7 days within a 30 day period. Fees are to be paid at the Front Office.

Section 5 - RV and Cabin on the Same Site:

Only one permissible RV, Park Model, or Chalet may be located or maintained on a privately owned lot at the same time. An exception for the above rule shall be made under the following circumstances:

- 5.1 Each owner shall be given two, 48-hour grace periods per year, for the purposes of loading or unloading an additional recreational vehicle. Under no circumstances can the additional recreational vehicle be used for lodging during those time periods. Any owner needing more than the allotted time for loading or unloading must make arrangements for the rental or other use of an additional site.
- 5.2 An owner may park an additional recreational vehicle on their site provided that the vehicle may be parked entirely on the owner's property without interfering with snow removal or other maintenance, and is the Site Owner's sole means of transportation.

Section 6 – Selling & Signage

- 6.1 For Sale signs must be purchase through the approved supplier of the Home Owners TROA and displayed on the front of the Cabin or on the storage shed.
- a. Each sign may contain a contact phone number, broker name (if listed) or owner name and a website. No company logo(s) may be displayed on the for sale sign.
 - b. For sale signs must be purchased from the front office.
 - c. Real Estate name riders and “features” rider are prohibited. For sale signs must be placed on the chalet or shed. In cases where there is no shed the sign may be placed on a wire stake or post at least fifteen (15) feet from all streets. Only one (1) for sale sign per lot is permitted.
 - d. No “flyer boxes” will be permitted within Tiger Run Resort.
 - e. 4/15/11 Only one (1) open house sign per lot may be displayed at anytime within the Tiger Run Resort, and such open house sign must be situated out of the street and on the lot of the open house. All open house signs with Tiger Run must be of color and size approved by TROA and checked out through the Front Office
- 6.2 A \$550 Working Capitol Fee will be collected upon the transfer of Real Property within the Resort as an impact fee. This fee goes to TROA to add to the Reserve Funds.
- 6.3 Any owner or owner’s representative must submit ‘for sale’ notices to the front office for posting.
- 6.4 Any chalet offered for sale or transfer on or after July 1, 2009, will be required to have carbon monoxide detectors installed if the unit has a fuel-burning heater or appliance, or fireplace. Carbon monoxide detectors must meet the standards set forth in HB 1091.

Section 7 - Property Maintenance

- 7.1 Resort Management or Maintenance Committee appointed by the Board will inspect annually and notify owners of sub standard situations.
- 7.2 Improperly maintained facilities, after notification to the Owners, will be corrected with appropriate billing to the owner. The costs of such corrections shall be billed to the Owner as an assessment under the Covenants.

- 7.3 All decks, porches, doghouses and sheds should be stained on a regular basis. Colors shall be natural wood, redwood, brown or grey tone wood stains.
- 7.4 Skirting must match the unit in material and/or colors.
- 7.5 Siding shall be wood (log, cedar or redwood is preferred).
- 7.6 Loose boards on any structure should be repaired in a timely manner.
- 7.7 No Lot or Building may be permitted to fall into disrepair, and each Residence must be kept and maintained in a clean, safe, attractive and sightly condition and in good repair, adequately painted or otherwise finished by the Owner.
- 7.8 Maintenance of the water and sewer service lines from the mains to or from individual lots is the responsibility of the individual lot owner and not the responsibility of the Utility Company.
- 7.9 Units that are grandfathered and have construction on top of risers, if repair is needed the owner should make every attempt to move the riser on their property so there is no longer construction on top of the riser. If relocation is not possible the owner should be aware that after the repair, things may be put back in their original positions at the owner's expense and that the owner take full responsibility that when future repairs are needed, construction may have to be torn up again.

Section 8 - Maintenance of Landscaping

- 8.1 The Owner is to maintain landscaping in a neat and attractive condition and should not allow landscaping to deteriorate to an unsightly, unattractive or unsafe condition.
- 8.2 Grass should be cut appropriately, and weeds or any other unsightly vegetation must be removed promptly.
- 8.3 Landscaping within each Lot must be in substantial compliance with, and as contemplated by, the original landscaping plan approved for such Lot by the ARC.
- 8.4 All landscaping should be designed to use the minimum amount of water possible. Flowers, grasses, shrubs and trees which are native to this area are encouraged.
- 8.5 All trees should have a 1' x 2' border separating the trunk from surrounding grass to protect the tree from weed eater and mower blades.

- 8.6 Areas which are not easily accessible and cannot be accessed by mowing equipment should not be planted with grass. Difficult areas to maintain should be covered by properly designed shrub beds or rock gardens which minimize the need for irrigation and maintenance.
- 8.7 Any landscaping (especially trees) should be reviewed in terms of impact on neighboring lots as well as the overall visual impact on the Resort.
- 8.8 Picnic tables should be kept in good repair.

Section 9 – Unsightly Articles:

- 9.1 Owners and guests should not have unsightly storage areas on their lots. Lawn maintenance equipment, tools, clothes, etc. should all be stored out of sight.
- 9.2 Outdoor entertainment amenities such as a grill, picnic table, entertainment area, fireplace, and other similar items shall be permitted to remain on the Lot year around; however all other personal property will not be permitted where it can be seen by the Owners of other Units or visitors to the Resort, except when the Lot is actually in use.
- 9.3 No storage, except for lawn chairs and barbeque grill, of any item under RV's unless they are skirted with material aesthetically matched to the RV and/or material approved by the Tiger Run Resort. This is more applicable in the winter.
- 9.4 In the case of Park Homes, Cabin, Chalets, Colorado Rooms, Porches and Decks must be skirted.
- 9.5 Garbage and Refuse Disposal. No trash, ashes or other refuse shall be thrown or dumped on any land within the Park. Trash, garbage and other waste shall be kept in closed containers and shall be screened from public view and protected from disturbance. Trash, garbage and other waste shall be disposed of at such location as may be designated by the TROA Board of Directors or its Agents. Trash should be cleaned up daily and put in the trash receptacles in the Resort.
- 9.6 Propane tanks on RV lots must be removed within 30 days after the lot is vacated. “ No exterior propane tanks will be allowed on Lots 249-367 (RV Lots) from May 1st to October 1st (Summer Months) unless they are enclosed inside an Architectural Review Committee approved propane tank structure which is attached to the side or rear of the shed. Such shed shall be located on the rear of the lot as required by The PUD and /or The Covenants and/or The Rules and Regulations, or as has been approved elsewhere. (1) unenclosed auxiliary **exterior** propane tank, per lot, will be allowed from October 1st until May 1st (Winter Months) but in any case must be removed within 15 days if the lot is vacated. No auxiliary exterior propane tanks

larger than 125 Gals will be allowed under any circumstances in this section of the Park. This rule does not apply to small tanks (20-30#) that are a part of barbeque grills, gas heaters and/or gas fireplaces as long as these tanks are enclosed within these items and are not freestanding tanks attached only by a hose.” (revised 5/1/15)

Section 10- Offensive Activities

- 10.1 No hostile or harassing activities as determined by the TROA shall be carried on within the Resort, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners and Guests.
- 10.2 No maintenance, other than minor maintenance, of automobiles, RV's or recreation equipment is permitted in the Resort. Minor maintenance activities are defined as any activities which are completed within one day and the same must be stored in assembled condition at the conclusion of the activity.
- 10.3 Due to water shortages, the Board of Directors and the management company will from time to time restrict water usage. No washing of any vehicles using domestic or irrigation water. No uses of water hoses for any reason unless authorized by the management company.
- 10.4 Speeding or Reckless Operation All motorized vehicles must obey the posted speed limit and must be operated in a safe manner.
- 10.5 When any snowplow or other snow-removal equipment displaying flashing yellow lights is engaged in snow and ice removal or control, drivers of all other vehicles shall yield the right of way to the snowplow, exercise more than ordinary care and caution in approaching, overtaking or passing such snowplow.
- 10.6 All applicable Federal and Colorado Law pertaining to ATV's and other motorized vehicles shall also be obeyed.
- 10.7 Motorize vehicles may be ridden in the Resort only between points A and B, and not repetitive. Any use of roadways to make repetitive laps is prohibited
- 10.8 Use of motorize vehicles under the age of 16 must be supervised and controlled by an adult over the age of 21.
- 10.9 No commercial activity shall be conducted within the Resort, except as may be specifically approved and designated by, or conducted by, the TROA, its successors and assigns.

- 10.10 Construction hours are 7:30AM to 6:00PM daily.
- 10.11 No equipment or device of any nature which would emit sounds to a Lot or Common Area or to its occupants shall be permitted in use on Saturday or Sunday mornings before 7:30a.m. Such equipment includes, among other things, electric or power lawnmowers, blowers, trimmers, saws or any other power tool or device emitting a loud or annoying noise.
- 10.12 No noise is permitted to exist or operate upon any Lot or Common Area which would be offensive or detrimental to any other property or to its occupants. Without limiting the generality of the above, excessively noisy vehicles of any kind, no exterior speakers, horns, whistles, bells ,inadequate mufflers, or other sound devices (other than security devices used exclusively for security purposes) should be located, used or placed on any Lot or Common Area without the prior written approval of the Board
- 10.13 No odor is permitted to be emitted from any property which is noxious, unreasonably offensive or detrimental to any Lot or Common Area to the occupants thereof. Such odors could include those from failure to pick up after animals or from chemicals used on lawns or structures.

Section 11 - Use of the Common Use Area

- 11.1 The exercise facility may be used by owners, employees and guests over the age of 18. Keys may be checked out from the Front Office.
- 11.2 The owners lounge and pavilion shall be reserved for use by Owners. Employees and guests, for a nominal fee, may reserve the owner's lounge and the pavilion providing there are no owner functions.
- 11.3** Use of the facilities is only for group parties or other group social functions and shall be available on a first come, first served basis so long as this use does not conflict with functions sponsored by the TROA. The facilities shall not be used for personal daily use as an extension of an owner's RV or Chalet. No one under the age of 18 years of age shall be allowed in these facilities unless they are with a parent or legal guardian at all times. **(revised 9-26-12)**
- 11.4 Each Owner using the facility for parties or other functions shall be responsible for leaving the premises in a clean and orderly condition. The TROA may adopt Regulations requiring the posting of a reasonable advance deposit for use of the lounge and the payment of a cleaning fee when the lounge requires cleanup after an Owners' use.

- 11.5 All owners, owners' guests, and renters must observe all posted rules for the hot tubs and pool. All children must have continuous adult supervision. There is no lifeguard on duty and therefore use of the pool and all Resort facilities is at your own risk.
- 11.6 Observe all posted rules at the tennis courts, and public buildings.

Section 12 - Pets and Animals

- 12.1 The feeding of wildlife, both fowl and animal, is prohibited on all Common Areas of Tiger Run. Please refrain from feeding wildlife at the units.
- 12.2 No animals, livestock, or poultry of any kind shall be raised, bred, or kept within the Park, except domestic pets which may be kept provided they do not become a nuisance and are not kept, bred, or maintained for any commercial purposes.
- 12.3 All pets must be kept on a leash at all times, or under voice control. Pets are not allowed in the Clubhouse, patios or game areas.
- 12.4 Each Owner or Guest shall have the responsibility for keeping such pets quiet and confined to the Owner's Lot or designated pet walks.
- 12.5** Each pet owner is responsible of cleaning up after their pet.
- 12.6** A pet limit of no more than three pets per county code; a maximum of two (2) cats and one (1) dog, or two (2) dogs and (1) cat, or two (2) birds and one (1) dog or one (1) cat.

Section 13 - Rentals

- 13.1 Each Owner hereby agrees that Owners are encouraged but not required to administer the rental of their Units through the TROA.
- 13.2 An Owner may elect to use a third party management company or self manage the rental of their Unit, provided the Owner obtains approval from the TROA for the third party management company or themselves, acknowledging the specific restrictions on occupancy in the Resort, providing number of guests, phone numbers, email and contact information for all emergencies and providing for remedies to the TROA (including attorney's fees, costs, expenses) if the manager or Owner fails to comply with the TROA's requirements and the provisions of this Declaration and the PUD. The TROA may exercise its full judgment and discretion to ensure that no rentals result in deterioration of the quality of the Resort, a deterioration of the enjoyment of the Resort by other Owners and guests, or any use of the Units in

violation of the provisions of this Declaration, the PUD or the Rules and Regulations adopted by the TROA. Owners who chose the third party management or self manage have to provide property management functions for their unit. Any property management functions requested or required of the TROA management and staff will result in a service fee charged to the owner. As a condition for approval of a third party management company or self management of a Unit for rental, the Owner of the unit shall provide TROA with a General Liability Insurance Policy in the amount of \$1,000,000 dollars naming Tiger Run Owners Association as an addition insured.

- 13.3 If any Owner permits another party, with or without consideration or compensation, to occupy his or her Unit, that Owner and the party occupying the Unit shall jointly be obligated to cause the occupant to register with the TROA or its managing agent before occupancy, and to provide the name, address, vehicle description, and such other information as the TROA deems necessary from time to time for the benefit, safety and welfare of the Resort.
- 13.4 If the TROA determines that any Unit available for rental does not meet the minimum rental standards set by the TROA, the Unit shall not be rented until the Unit is brought into compliance with such standards.
- 13.5 Occupancy in the Resort per Lot and per individual is limited to 180 consecutive days or a total of 240 days in a year.
- 13.6 Rental other than a vacant RV pad must be a Park Home unless approved in writing by the TROA
- 13.7 The TROA has the right to limit the number of occupants in a Park Home/Chalet due to the fact the loft is an unhabitable storage space as legally defined by Summit County.
- 13.8 TROA has the right to charge applicable usage fees to owners who rent their properties.
- 13.9 Vehicle passes are required on all RV's and personal vehicles of owners. Owners are provided vehicle passes for guests. These passes are to be clearly displayed (hung) on the dash of the vehicle while in the Resort.
- 13.10 Guests of the resort (renters) must check into the office and receive gate cards and vehicle passes. The vehicle pass will display the dates the guests are allowed in the resort. This paper pass must be clearly displayed on the dash of the vehicle while in the Resort.

- 13.11 Rental units, with fuel-fired appliances, that are altered, repaired or fuel-fired appliances are replaced on or after July 1, 2009, must be equipped with operational carbon monoxide detectors and landlords will be required to provide maintenance and replacement of the detectors when notified by tenants of such a need. Carbon monoxide detectors must meet the standard set forth in HB1091.
- 13.12 Rental units, with fuel-fired appliances, with a change of occupancy on or after July 1, 2009, must be equipped with operational carbon monoxide detectors and landlords will be required to provide maintenance and replacement of the detectors when notified by tenants of such a need. Carbon monoxide detectors must meet the standards set forth in HB1091.

Violations

14.1 Reporting Violations: Complaints regarding alleged violations may be reported by an Owner or renter within the community, a group of Owners or residents, the TROA's management company, Board member(s) or committee member(s) by submission of a written complaint.

14.2 Notices: Any written notices to be sent to a Violator pursuant to this Section 3 shall be sent to: (i) the Owner of the Lot, if the alleged violation is made by the Owner, his or her guests, family members, or invitees, or (ii) the Owner and Tenant of the Lot, if the alleged violation is made by a tenant, his or her guests, family members, or invitees. Any notices shall be deemed to have been properly sent to any Violator when mailed, postage prepaid, to the address of the Violator.

14.3 Complaints: 1.3.1 Complaints by Owners or residents shall be in writing and submitted to the Manager, or if no Manager, then to the Board of Directors. The complaining Owner or resident shall have observed the alleged violation and shall identify the complainant ("Complainant"), the alleged violator ("Violator"), if known, and set forth a statement describing the alleged violation, referencing the specific provisions which are alleged to have been violated, when the violation was observed and any other pertinent information. Non-written complaints, or written complaints failing to include any information required by this provision, may not be investigated or prosecuted at the discretion of the TROA.

14.3.2 Complaints by a member of the Board of Directors, a committee member, or the manager, if any, may be made in writing or by any other means deemed appropriate by the Board if such violation was observed by the Director or manager.

14.4 Investigation: Upon receipt of a complaint by the TROA, if additional information is needed, the complaint may be returned to the Complainant or may be investigated further by a Board designated individual or committee. The Board shall have sole discretion in appointing an individual or committee to investigate the matter.

14.5 Initial Warning Letter and/or Telephone Call: If a violation is found to exist, a warning letter may be sent to the Violator explaining the nature of the violation. The Violator

will have the number of days identified in the letter to come into compliance. In the alternative or in addition to the warning letter, if sent, a telephone call may be made to the Violator by a Board member, committee member, or manager, to explain the nature of the violation, discuss the same, and provide a time frame for compliance. A log of any such telephone calls shall be kept.

14.6 Continued Violation After Initial Warning Letter: If the alleged Violator does not come into compliance within the number of days identified in the first warning letter, this will be considered a second violation for which a fine may be imposed following notice and opportunity for a hearing. A second letter may then be sent to the alleged Violator, providing notice and an opportunity for a hearing, and explaining if a violation is found to exist, a fine may be imposed pursuant to this Policy. The letter may further state that the alleged Violator is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing within the number of days identified in the letter, or in 10 days of the date on the second violation letter.

14.7 Continued Violation After Second Letter: If the alleged Violator does not come into compliance within the number of days identified in the second letter, this will be considered a third violation for which a fine may be imposed following notice and opportunity for a hearing. A third letter may then be sent to the alleged Violator, providing notice and an opportunity for a hearing, and explaining if a violation is found to exist, a fine may be imposed pursuant to this Policy. The letter may further state that the alleged Violator is entitled to a hearing on the merits of the matter, provided that such hearing is requested in writing within the number of days identified in the letter or 10 days of the date on the third violation letter.

14.8 Continued Violation After Third Letter: If the alleged Violator does not come into compliance within ten (10) day(s) of the third letter, this will be considered a fourth violation for which a fine may be imposed following notice and opportunity for a hearing. A fourth letter may then be sent to the alleged Violator, providing notice and an opportunity for a hearing, and explaining if a violation is found to exist, a fine may be imposed pursuant to this Policy. The letter may further state that the alleged Violator is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing within the number of days identified in the letter or 10 days of the date on the fourth violation letter.

14.9 Notice of Hearing: If a hearing is requested by the alleged Violator, the Board, committee or other person conducting such hearing, as may be determined in the sole discretion of the Board, shall serve a written notice of the hearing to all parties involved prior to the hearing date. The Hearing shall be scheduled at the next regularly scheduled Board meeting, or at such Hearing date as may be scheduled by the Board no more than 60 calendar days after the alleged Violator's receipt of the initial notice of violation letter, as set forth in Section 3.5 above.

14.10 Hearing: At the beginning of each hearing the presiding officer may introduce the case by describing the alleged violation and the procedure to be followed during the hearing. Each party or designated representative may, but is not required to, make an opening statement,

present evidence and testimony, present witnesses, and make a closing statement. The presiding officer may also impose such other rules of conduct as may be appropriate under the given circumstances. Neither the Complainant nor the alleged Violator is required to be in attendance at the hearing. The Board may base its decision solely on the matters set forth in the Complaint, results of the investigation and such other credible evidence as may be presented at the hearing. Unless otherwise determined by the Board, all hearings may be open to attendance by all Owners. After all testimony and other evidence has been presented at a hearing the Board shall within 40 days, or such longer period as the Board may set, render its written findings and decision, and impose a fine, if applicable. A decision, either a finding for or against the Owner may be by a majority of the Board members present at the hearing. Failure to strictly follow the hearing procedures set forth above shall not constitute grounds for appeal of the hearing committee's decision, absent a showing of denial of due process.

14.11 Failure to Timely Request Hearing: If the alleged Violator fails to request a hearing within the number of days identified in the letter or 10 days of a letter (if the time to request a hearing is not set forth in a letter to the Violator), or if a Violator fails to appear at the hearing, the Board may fine and make other decisions with respect to the alleged violation based on the Complaint, results of the investigation, and any other available information without the necessity of holding a formal hearing. If a violation is found to exist, the alleged Violator may be assessed a fine pursuant to these policies and procedures.

14.12 Notification of Decision: The decision of the Board, committee or other person, shall be in writing and provided to the Violator, and may also be provided to the Complainant within 10 days or a reasonable time after the final decision. Owners are personally liable for any fines levied for violations by the Owner or a Related User.

14.13 Fine Schedule: Any action by owners deemed, by the Board, to be in violation of the PUD shall be subjected to a \$100/day fine until cured or proven to not be in violation. Any action proved not to be in violation of the PUD shall have its fine rescinded.

Violations of any other rules of the park, including but not limited to the Declaration, Policy and Procedures, Rules and Regulations and other Governing Document are subject to an initial fine of \$250.00. After 10 days, if infraction is not corrected, the fine will accrue at \$25.00 per day until it is corrected. Before the initial fine of \$250.00 fine is assessed, an initial warning letter will be sent to the owner explaining any rules violation. If the violation is not corrected within 30 days, the initial fine of \$250.00 will be assessed. (revised 8/27/12)

14.14 Waiver of Fines: The Board may waive all, or any portion of the fines if, in its sole discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition waiver of the entire fine or any portion thereof, upon the Violator coming into and staying in compliance with the Articles, Declaration, Bylaws or Rules.

14.15 Self-Help: In addition to any fines levied pursuant to this Section 3, the Board may, after the same notice and hearing procedures set forth above, enter upon the Lot at

reasonable hours to correct the violation, including but not limited to: (1) cutting the grass, weeds and vegetation, and removing dead trees, shrubs and plants, and (2) making other such repairs, in order to bring the Lot into compliance with the maintenance provisions of this Declaration.

14.16 Other Enforcement Means: This fine schedule and enforcement process is adopted in addition to all other enforcement means which are available to the TROA through its Declaration, Bylaws, Articles of Incorporation and Colorado law. The use of this process does not preclude the TROA from using any other enforcement means.

14.17 Supplement to Law: The provisions of this Section shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.

14.18 Deviations: The Board may deviate from the procedures set forth in this Section if in its sole discretion, such deviation is reasonable under the circumstances.

14.19 Amendment: This Section may be amended from time to time by the Board of Directors.

Section 15-Towing

15.1.1 At any time, and with no prior Notice of Hearing to any Person, the Manager or a member of the ACC may cause any vehicle parked or stored within the Common Use Area, in a manner which constitutes a Violation, to be removed from the Common Use Area.

15.1.2 The owner of the towed vehicle will be responsible for paying all towing and vehicle storage fees as an assessment pursuant to the Covenants. Charges for towing are in addition to any Fines that may be assessed.

15.1.3 Excepting only the owner of the towed vehicle, no Person will be responsible for damages caused by the towing of a vehicle.

15.1.4 Owners and Related Users shall be jointly and severally liable for all costs incurred by the TROA in towing a vehicle, as if the same were Fines, all as more particularly described in Section 3 above.

Section 16- Collection of Unpaid Assessments

16.1 Due Dates: The monthly installments of the annual assessment, as determined by the TROA and as allowed for in the Declaration, shall be due and payable on the first day of each month. Assessments or other charges not paid in full to the TROA within 10 days of the due date shall be considered past due and delinquent. Assessments or other charges not paid in full to the

TROA within 10 days of the due date shall incur late fees and interest as provided below. In the event notice of acceleration is given to delinquent Owner(s), the Owner(s) of the unit shall also be charged any costs incurred by the TROA in giving notice of such acceleration.

16.2 Receipt Date: The TROA shall post payments on the day that the payment is received in the TROA's office.

16.3 Late Charges on Delinquent Installments: The TROA shall impose on a monthly basis a \$35.00 late charge for each Owner who fails to timely pay his/her monthly installment of the annual assessment within 10 days of the due date. This late charge shall be a "common expense" for each delinquent Owner. The TROA may impose interest from the date due at the rate of 18% per annum on the amount owed for each Owner who fails to timely pay their monthly installment of the annual assessment within 10 days of the due date.

16.4 Personal Obligation For Late Charges: The late charge shall be the personal obligation of the Owner(s) of the unit for which such assessment or installment is unpaid. All late charges shall be due and payable immediately, without notice, in the manner provided by the Declaration (and as set forth herein) for payment of assessments.

16.5 Return Check Charges: In addition to any and all charges imposed under the Declaration, Articles of Incorporation and Bylaws, the Rules and Regulations of the TROA or this Resolution, a \$50 fee or other amount deemed appropriate by the Board of Directors shall be assessed against an Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. This returned check charge shall be a "common expense" for each Owner who tenders payment by check or other instrument which is not honored by the bank upon which it is drawn. Such return check charge shall be due and payable immediately, upon demand. Notwithstanding this provision, the TROA shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the Owner(s) of the unit for which payment was tendered to the TROA. Returned check charges shall become effective on any instrument tendered to the TROA for payment of sums due under the Declaration, Articles, Bylaws, Rules and Regulations or this Resolution after the date adopted as shown above. If two or more of an Owner's checks are returned unpaid by the bank within any (fiscal) year, the TROA may require that all of the Owner's future payments, for a period of one (1) year, be made by certified check or money order. This return check charge shall be in addition to any late fees or interest incurred by an Owner. Any returned check shall cause an account to be past due if full payment of the monthly installment of the annual assessment is not timely made within 10 days of the due date.

16.6 Attorney Fees on Delinquent Accounts: As an additional expense permitted under the Declaration and by Colorado law, the TROA shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessments or other charges due the TROA from a delinquent Owner. The reasonable attorney fees incurred by the TROA shall be due and payable immediately when incurred, upon demand.

16.7 Application of Payments: All sums collected on a delinquent account that has been turned over to the TROA's attorney shall be remitted to the TROA's attorney until the account is brought current. All payments received on account of any Owner or the Owner's property (hereinafter collectively "Owner"), shall be applied to payment of any and all legal fees and costs (including attorney fees), expenses of enforcement and collection, late charges, returned check charges, lien fees, and other costs owing or incurred with respect to such Owner pursuant to the Declaration, Articles, Bylaws, Rules and Regulations, or this Resolution, prior to application of the payment to any special or regular assessments due or to become due with respect to such Owner.

16.8 Collection Process:

16.8.1 After an installment of an annual assessment or other charges due to the TROA becomes more than 10 days delinquent, the Managing Agent may send a written notice ("First Notice") of non-payment, amount past due, notice that interest and late fees have accrued and request for immediate payment.

16.8.2 After an installment of an annual assessment or other charges due to the TROA becomes more than 30 days delinquent, the Managing Agent may send a second written notice ("Second Notice") of non-payment, amount past due notice that interest and late fees have accrued, notice of intent to file a lien and request for immediate payment.

16.8.3 After an installment of an annual assessment or other charges due to the TROA becomes more than 60 days delinquent; the Managing Agent may cause an additional notice of lien to be recorded and may also turn the account over to the TROA's attorney for collection. Upon receiving the delinquent account, the TROA's attorneys may record an additional notice of lien (if not previously recorded) and may send a letter to the delinquent Owner demanding immediate payment for past due assessments or other charges due. Upon further review, the TROA's attorney may file a lawsuit. If a judgment or decree is obtained, including without limitation, a foreclosure action, such judgment or decree shall include reasonable attorney's fees together with the cost of the action and any applicable interest and late fees.

16.8.4 In addition to the steps outlined above, the TROA shall elect to suspend the voting rights of any Owner whose account is past due at the time of such voting.

16.9 Acceleration and Deceleration of Assessments: The Board reserves the right to accelerate and call due the entire unpaid annual assessment on any delinquent account which is sixty days delinquent. Such acceleration shall result in the entire unpaid annual assessment being due to the TROA immediately. The Board also reserves the right to decelerate any accelerated assessment.

16.10 Collection Procedure Frames: The following time frames may be followed for use in the collection of monthly installments of the annual assessment and other charges.

Due Date (date payment due)	First day of the month due
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Past Due Date (date payment is late if not received on or before that date)	10 day after due date
First Notice (notice that late charges and interest have accrued)	10 days after due date
Second Notice (notice that late charges and interest have accrued, notice of intent to file lien)	30 days after due date
Delinquent account turned over to TROA's attorney; Lien filed; Demand letter sent to Owner	60 days after due date

The attorney is to consult with the TROA as necessary to determine if payment has been arranged or what collection procedures are appropriate.

16.11 Certificate of Status of Assessment: The TROA shall furnish to an Owner or such Owner's designee upon written request, first class postage prepaid, return receipt, to the TROA's agent, a written statement setting forth the amount of unpaid assessments currently levied against such Owner's property for a fee as set by the Manager, from time to time. However, if the account has been turned over to the TROA's attorney, such request may be handled through the attorney.

16.12 Bankruptcies and Foreclosures: Upon receipt of any notice of a bankruptcy filing by an Owner, or upon receipt of a notice of a foreclosure by any holder of an encumbrance against any unit within the TROA, the Managing Agent shall notify the TROA's attorney of the same and turn the account over to the TROA's attorney, if appropriate.

16.13 Use of Certified Mail/Regular Mail: In the event the TROA shall cause a collection or demand letter or notices to be sent to a delinquent Owner by regular mail, the TROA may also cause, but shall not be required to send, an additional copy of that letter or notice by certified mail.

16.14 Referral of Delinquent Accounts to Attorneys: Upon referral to the TROA's attorney, the attorney shall take all appropriate action to collect the accounts referred. After an account has been referred to an attorney, the account shall remain with the attorney until the account is settled, has a zero balance or is written off. The attorney, in consultation with the Manager, is authorized to take whatever action is necessary and determined to be in the best interests of the TROA, including, but not limited to:

- a. Filing of a suit against the delinquent Owner for a money judgment;
- b. Instituting a judicial foreclosure action of the TROA's lien;
- c. Filing necessary claims, documents, and motions in bankruptcy court in order to protect the TROA's interests;
- d. Filing a court action seeking appointment of a receiver.

All payment plans involving accounts referred to an attorney for collection shall be set up

and monitored through the attorney.

16.15 Appointment of a Receiver: The TROA may seek the appointment of a receiver if an Owner becomes delinquent in the payment of assessments pursuant to the Declaration and Colorado law. A receiver is a disinterested person, appointed by the court that manages the rental of the property, collects the rent and disburses the rents according to the court's order. The purpose of a receivership for the TROA is to obtain payment of current assessments, reduce past due assessments, and prevent the waste and deterioration of the property.

16.16 Judicial Foreclosure: The TROA may choose to foreclose on its lien in lieu of or in addition to suing an Owner for a money judgment. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money judgment lawsuit has been or is likely to be unsuccessful or other circumstances favor such action.

16.17 Waivers: The TROA is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the TROA shall determine appropriate under the circumstances.

16.18 Communication with Owners: All communication with a delinquent Owner shall be handled through the TROA's attorney once a matter has been referred to the attorney. Neither the Neither manager nor any member of the Board of Directors shall discuss the collection of the account directly with an Owner after it has been turned over to the TROA's attorney unless the attorney is present or has consented to the contact.

16.19 Defenses: Failure of the TROA to comply with any provision in this Policy shall not be deemed a defense to payment of assessment fees or other charges, late charges, return check charges, attorney fees and/or costs as described and imposed by this Policy.

Section 17-Investment of Reserves

17.1 Scope: In order to properly maintain areas in the Community that are the responsibility of the TROA, to comply with state statutes, to manage reserve funds, protect market value of Owners' homes and livability in the Community, the Board of Directors determines that it is necessary to have policies and procedures for the investment of reserve funds and performance of reserve studies.

17.2 Purpose of the Reserve Fund: The purpose of the Reserve Fund shall be to responsibly fund and finance the projected repair and replacement of those portions of the Community that the TROA is responsible for and for such other funding as the Board of Directors may determine. The portions of the Community that the TROA is responsible for typically have limited but reasonably predictable useful lives.

17.3 Investment of Reserves: The Board of Directors of the TROA may invest funds held in the Reserve Fund account to generate revenue that will accrue to the Reserve Fund

account balance pursuant to the following goals, criteria and policies, listed in order of importance:

17.3.1 Safety of Principal. Promote and ensure the preservation of the Reserve Fund's principal.

17.3.2 Liquidity and Accessibility. Structure maturities to ensure availability of assets for projected or unexpected expenditures.

17.3.3 Diversify. Mitigate the effects of interest rate volatility upon reserve assets.

17.3.4 Minimal Costs. Minimize investment costs (redemption fees, commissions, and other transactional costs).

17.3.5 Return. Invest funds to seek the highest level of return.

17.4 Limitation on Investments: Unless otherwise approved by the Board, all investments may be FDIC (Federal Deposit Insurance Corporation) insured, and/or guaranteed by the United States Government.

17.5 Investment Strategy: The investment strategy of the TROA should emphasize a long-term outlook by diversifying the maturity dates of fixed-income instruments within the portfolio utilizing a laddered investment approach.

17.6 Independent Professional Investment Assistance: The Board of Directors of the TROA may hire a qualified investment counselor to assist in formulating a specific investment strategy.

17.7 Review and Control: The Board may review Reserve Fund investments periodically to ensure that the funds are receiving competitive yields and may make prudent adjustments as needed.

17.8 Reserve Study: In order to determine funding of the Reserve Fund, the Board of Directors may determine, with the assistance and advice of professionals, the life expectancy of those portions of the Community to be maintained by the TROA and the anticipated costs of maintaining, replacing and improving those identified areas (hereinafter referred to as a "Reserve Study").

17.9 Review of Reserve Study: The Board of Directors may cause the Reserve Study, if any, and reserve funding to be reviewed and updated periodically, preferably once every three years to adjust and make changes in costs, inflation, and interest yield on invested funds, plus modification, addition or deletion of components.

17.10 Reserve Funds: It is the policy of the TROA to maintain reserves accounts at a minimum of 30% of the anticipated expenditures identified in the Reserve Study. Any shortfalls may be funded by special assessments or borrowing or both.

17.11 Standard of Care: The officers and members of the Board of Directors shall make investment decisions in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the Director or officer reasonably believes to be in the best interests of the Association in accordance with the Colorado Revised Nonprofit Corporation Act.

Section 18- Inspection and Copying of TROA Records

18.1 Permanent Records: The TROA shall permanently retain the following records as required by Colorado law:

18.1.1 Minutes of all Board and Owner meetings

18.1.2 All actions taken by the Board or Owners by written ballot or email in lieu of a meeting.

18.1.3 All actions taken by a committee on the behalf of the Board instead of the Board acting on behalf of the TROA.

18.1.4 All waivers of the notice requirements for Owner meetings, Board member meetings, or committee meetings

18.2 Inspection/Copying TROA Records: TROA Records: An Owner or his/her authorized agent is entitled to inspect and copy any of the books and records of the TROA, subject to the exclusions, conditions and requirements set forth below:

18.2.1 The inspection and/or copying of the records of the TROA shall be at the Owner's expense, which may be collected by the Association in advance.

18.2.2 The inspection and/or copying of the records of the TROA shall be conducted during regular business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, at the TROA's management company's office, or during the next regularly scheduled Owner or Board meeting occurring within 30 days of the Owner's request.

18.2.3 The Owner shall give the TROA's manager a written demand, stating the purpose for which the inspection and/or copying is sought the Association shall make the requested records available within five business days of the Owner's request or at the next regularly scheduled Owner or Board meeting if the next regularly scheduled Owner or Board meeting is scheduled within thirty days of the Owner's request, in the sole discretion of the Board. The Board shall advise the Owner of the time and place of such inspection in writing within five

business days of the Owner's request; and

18.2A The Owner shall complete and sign the Agreement Regarding Inspection of TROA Records prior to the inspection and copying of any TROA record. A copy of the Agreement is attached to this Policy. Failure to properly complete or sign the Agreement shall be valid grounds for denying an Owner the right to inspect and/or copy any record of the TROA.

18.3 Proper Purpose/Limitation: TROA records, including membership lists, shall not be used by any Owner for:

18.3.1 Any purpose unrelated to an Owner's interest as an Owner;

18.3.2 The purpose of soliciting money or property unless such money or property will be used solely to solicit the votes of the Owners in an election to be held by the TROA;

18.3.3 Any commercial purpose;

5.3A For the purpose of giving, selling, or distributing such TROA records to any person; or

18.3.5 Any improper purpose as determined in the sole discretion of the Board.

18.4 Exclusions: The following records shall NOT be available for inspection and/or copying as they are deemed confidential:

18A.1 Attorney-client privileged documents and records, unless the Board decides to disclose such communications at an open meeting;

18A.2 Any documents that are confidential under constitutional, statutory or judicially imposed requirements; and

18A.3 Any documents, or information contained in such documents, disclosure of which would constitute an unwarranted invasion of individual privacy, including but not limited to social security numbers, dates of birth, personal bank account information, and driver's license numbers.

18.5 Fees/Costs: Any Owner requesting copies of TROA records shall be responsible for all actual costs incurred by the TROA, including the cost to search, retrieve, and copy the record(s) requested. The TROA may require a deposit equal to the anticipated actual cost of the requested records. Failure to pay such deposit shall be valid grounds for denying Owner copies of such records. If, after payment of the deposit, it is determined that the actual cost was more than the deposit, Owner shall pay such amount prior to delivery of the copies. If, after payment of the deposit, it is determined that the actual cost was less than the deposit, the difference shall be returned to the Owner with the copies.

18.6 Inspection: The TROA reserves the right to have a third person present to observe during any inspection of record by an Owner or the Owner's representative.

18.7 Original: No Owner shall remove any original book or record of the TROA from the place of inspection nor shall any Owner alter, destroy or mark in any manner, any original book or record of the TROA.

18.8 Creation of Records: Nothing contained in this Policy shall be construed to require the TROA to create records that do not exist or compile records in a particular format or order.

19-Conflicts of Interest

19.1 General Duty: The Board of Directors shall use its best efforts at all times to make decisions that are consistent with high principles, and to protect and enhance the value of properties of the members and TROA. All Directors shall exercise their power and duties in good faith and in the best interest of, and with utmost loyalty to the TROA. All Directors shall comply with all lawful provisions of the Declaration and the TROA's Articles, Bylaws, and Rules and Regulations.

19.2 Definitions:

19.2.1 "Conflicting interest transaction" means a contract, transaction, or other financial relationship between the Association and a Director or between the Association and a party related to a Director, or between the Association and an entity in which a Director of the Association is a director or officer or has a financial interest.

19.2.2 "Director" means a member of the Association's Board of Directors.

19.2.3 "Party related to a Director" means a spouse, a descendant, an ancestor, a sibling, the spouse or descendant of a sibling, an estate or trust in which the Director or a party related to a Director has a beneficial interest, or an entity in which a party related to a Director is a director or officer or has a financial interest.

19.3 Loans: No loans shall be made by the Association to its Directors or officers. Any Director or officer who assents to or participates in the making of any such loan shall be liable to the Association for the amount of the loan until it is repaid.

19.4 Disclosure of Conflict: Any conflicting interest transaction on the part of any Director or party related to a Director shall be verbally disclosed to the other Directors in open session at the first open meeting of the Board of Directors at which, the interested Director is present prior to any discussion or vote on the matter. After disclosure, the Director may participate in the discussion and may vote on the matter. The minutes of, the meeting shall reflect the disclosure made the abstention from voting, the composition of the quorum and record who voted for and against.

19.5 Enforceability of Conflictin2: Interest Transaction: No conflicting interest transaction shall be voidable by an Owner or on behalf of the Association if:

19.5.1 The facts about the conflicting interest transaction are disclosed to the Board, and a majority of the disinterested Directors, even if less than a quorum, in good faith approves the conflicting interest transaction; transaction is authorized in good faith by a vote of the Owners entitled to

19.5.2 The facts about the conflicting interest transaction are disclosed or the Owners entitled to vote on the matter, and the conflicting interest vote on the matter; or

19.5.3 The conflicting interest transaction is fair to the Association.

19.6 Code of Ethics: In addition to the above, each Director and the Board as a whole shall adhere to the following Code of Ethics:

19.6.1 No Director shall use his/her position for private gain, including for the purpose of enhancement of his/her financial status through the use of certain contractors or suppliers.

19.6.2 No contributions will be made to any political parties or political candidates by the TROA.

19.6.3 No Director shall solicit or accept, directly or indirectly, any gifts, gratuity, favor, entertainment, loan or any other thing of monetary value from a person who is seeking to obtain contractual or other business or financial relations with the TROA.

19.6.4 No Director shall accept a gift or favor made with intent of influencing decision or action on any official matter.

19.6.5 No Director shall receive any compensation from the TROA for acting as a volunteer.

19.6.6 No Director shall willingly misrepresent facts to the members of the community for the sole purpose of advancing a personal cause or influencing the community to place pressure on the Board to advance a personal cause.

19.6.7 No Director shall interfere with a contractor engaged by the TROA while a contract is in progress. All communications with TROA contractors shall go through the Board President or be in accordance with policy.

19.6.8 No Director shall harass, threaten, or attempt through any means to control or instill fear in any member, Director or agent of the TROA.

19.6.9 No promise of anything not approved by the Board as a whole can be made by any Director to any subcontractor, supplier, or contractor during negotiations.

19.6.10 Any Director convicted of a felony shall voluntarily resign from his/her position.

19.6.11 No Director shall knowingly misrepresent any facts to anyone involved in anything with the community which would benefit himself herself in any way.

19.6.12 Language and decorum at Board meetings will be kept professional. Personal attacks against owners, residents, managers, service providers and Directors are prohibited and are not consistent with the best interest of the community.

19.7 Failure to Disclose Conflict: Any contract entered into in violation of this policy shall be void and unenforceable. In such event, the Board at the next meeting of the Board shall vote again on the contract, decision or other action taken in violation of this Policy.

20-Conduct of Meetings

20.1 Owner Meetings: Meetings of the Owners of the TROA shall be called pursuant to the Bylaws of the TROA.

20.1.1 Notice for/of Member Meetings.

a) In addition to any notice required in the Bylaws, notice of any meeting of the Owners shall be conspicuously posted at the clubhouse, at the mailboxes, or at or near the front entry, at least seven days prior to each such meeting, or as may otherwise be required by Colorado law.

(b) The TROA shall also post notice on its website (if any) of all meetings. Such notice shall be posted seven days or in a reasonable time prior to such meeting.

(c) If any Owner has requested that the TROA provide notice via email and has provided the TROA with an email address, the TROA shall, if it has such capability, send notice of all Owner meetings to such Owner at the email address provided as soon as possible after notice is provided pursuant to the Bylaws but in no case less than 24 hours prior to any such meeting.

20.1.2 Conduct at Member Meetings.

(a) All Owner meetings shall be governed by the following rules of conduct

and order:

1. The President of the TROA or designee shall chair all Owners meetings.
2. All Owners and persons who attend a meeting of the Owners will sign in, present any proxies and receive ballots as appropriate. (See section below regarding voting).
3. Any person desiring to speak shall sign up on the list provided at check in and indicate if he/she is for or against an agenda item.
4. Anyone wishing to speak must first be recognized by the Chair.
5. Only one person may speak at a time taken as follows:
6. Each person who speaks shall first state his or her name and Unit address.
7. Any person who is represented at the meeting by another person, as indicated by a written instrument, will be permitted to have such person speaks for him/her.
8. Those addressing the meeting shall be permitted to speak, without interruption, from anyone as long as these rules are followed.
9. Comments are to be offered in a civilized manner and without profanity, personal attacks or shouting. Comments are to be relevant to the purpose of the meeting.
10. Each person shall be given up to a maximum of three minutes to make a statement or to ask questions. The Board may decide whether or not to answer questions during the meeting. Each person may only speak once. Yielding of time by a speaker to another individual shall not be permitted. Such time limit may be increased or decreased by the Chair, but shall be uniform for all persons addressing the meeting.
11. All actions and/or decisions will require a first and second motion.
12. Once a vote has been taken, there will be no further discussion regarding that topic.
13. So as to allow for and encourage full discussion by Owners, no meeting may be audio, video or otherwise recorded. Minutes of actions taken shall be kept by the TROA.

14. Anyone disrupting the meeting, as determined by the Chair, shall be asked to "come to order". Anyone who does not come to order will be requested to immediately leave the meeting.

15. The Chair may establish such additional rules of order, as may be necessary from time to time.

20.1.3 Voting at Member Meetings. All votes taken at Owner meetings shall be

(a) Contested elections of Board members, defined as elections in which there are more candidates than positions to be filled, and shall be conducted by secret ballot. Each Owner entitled to vote, pursuant to the Bylaws, shall receive a ballot. The ballot shall contain no identifying information concerning the ballot holder. In the event an Owner holds a proxy for another Owner, upon presentation of such proxy to the Secretary of the TROA or the Secretary's designee, the Owner shall receive a secret ballot to cast the vote of the Owner who provided the proxy. The proxy shall be kept and retained by the TROA.

(b) Uncontested elections of Board members, defined as elections in which the number of candidates is equal to or less than the positions to be filled, and all other votes taken at a meeting of the Owners shall be taken in such method as determined by the Board of Directors including acclamation, by hand, by voice or by ballot, unless otherwise required by law. Notwithstanding the above, uncontested elections of Board members or other votes on matters affecting the community shall be by secret ballot at the discretion of the Board or upon the request of 20% of the Owners who are present at the meeting or represented by proxy.

(c) Written ballots shall be counted by a neutral third party, excluding the Association's managing agent or legal counsel, or a committee volunteers who are not Board members, and in the case of a contested election, are not candidates. The committee shall be selected or appointed at an open meeting, in a fair manner, by the Chair of the Board or another person presiding during that portion of the meeting.

(d) The individual(s) counting the ballots shall report the results of the vote to the Chair by indicating how many votes were cast for each individual or how many votes were cast in favor and against any issue.

20.1.4 Proxies for/at Member Meetings. Proxies may be given by any owner as allowed by C.R.S. 7-127-203.

(a) All proxies shall be reviewed by the TROA's Secretary or designee as to the following:

1. Validity of the signature

2. Signatory's authority to sign for the unit owner
3. Authority of the unit owner to vote
4. Conflicting proxies
5. Expiration of the proxy

20.2 Board Meetings: Meetings of the Board of Directors of the TROA shall be called pursuant to the Bylaws of the TROA.

20.2.1 Owner Input at Board Meetings. After a motion and second has been made on any matter to be discussed, at a time determined by the Board, but prior to a vote by the Directors, Owners, or their designated representatives, present at such time shall be afforded an opportunity to speak on the motion as follows:

- (a) The Chair will ask those Owners present to indicate by a show of hands who wishes to speak in favor or against the motion. The Chair will then determine a reasonable number of persons who will be permitted to speak in favor of and against the motion and for how long each person will be permitted to speak. The Chair shall also announce the procedure for who shall be permitted to speak if not everyone desiring to speak will be permitted to speak.
- (b) Following Owner input, the Chair will declare Owner input closed and there shall be no further owner participation on the motion at hand unless a majority of the Board of Directors votes to open the discussion to further Owner participation.

Section 21-Adoption of Policies, Procedures, Rules, Regulations or Guidelines

21.1 Scope: The Board of Directors of the TROA may, from time to time, adopt certain Policies as may be necessary to facilitate the efficient operation of the TROA, including the clarification of ambiguous provisions in other documents, or as may be required by law. In order to encourage Owner participation in the development of such Policies and to insure that such Policies are necessary and properly organized, the Board may follow the following procedures when adopting any Policy.

21.2 Drafting: Procedure: The Board may consider the following in drafting the Policy:

21.2.1 Whether the governing documents or Colorado law grants the Board the authority to adopt such a Policy;

21.2.2 The need for such Policy based upon the scope and importance of the

issue and whether the governing documents adequately address the issue; and

21.2.3 The immediate and long-term impact and implications of the Policy.

21.3 Emergency: The Board may forego the notice and opportunity to comment in the event the Board determines in its sole discretion that providing notice and opportunity to comment is not practical, given the emergency nature of such Policy.

21.4 Adoption Procedure: The Board may adopt any Policy at anytime. Upon adoption of a Policy, the Policy or notice of such Policy, including the effective date shall be provided to all Owners by any reasonable method as determined in the sole discretion of the Board, including but not limited to posting on the TROA's website (if any) or mailing.

21.5 Policy Book: The Board of Directors may keep copies of any and all adopted Policies in a book designated as a Policy Book. The Board of Directors may further categorize Policies, Procedures, Rules and Regulations, Resolutions and Guidelines but shall not be required to do so.

Section 22-Rules Concerning Use of Water (Adopted November 22,2 2013)

1. Introduction. Tiger Run has limited rights to use water for irrigation as distinguished from domestic use. It is in the process of attempting to acquire additional irrigation rights. There could be legal consequences if Tiger Run uses more water than it has rights to or uses water for irrigation that is designated for domestic use. In recognition of this issue, the Tiger Run covenants only allow owners to have access to domestic water (Article VI) and allow Tiger Run to adopt rules on the use of water due to a limited volume of irrigation water (Section 8.7). The covenants also require owners to adequately maintain their landscaping (Sections 5.2, 8.8, 8.12, 8.13), and there may be confusion about how that requirement interrelates with the water restrictions. Tiger Run has adopted this rule to clarify permissible water use in the park and provide enforcement remedies.

2. Permissible Use of Water. It is permissible for owners to use water for domestic use, which includes most indoor uses such as cooking, cleaning, and bathing. Domestic use does not include any uses of water outside such as washing vehicles, irrigating (any watering of plants), hot tubs, and similar uses. Water use may be allowed for construction, cleaning, driveway preparation for upgrading, repairs and other needs as deemed appropriate by Management and with prior Management or Board approval. Any uses of water other than those listed above is not allowed.

3. Water for Irrigation. Owners may irrigate their landscaping only using Tiger Run's sprinkler system. Tiger Run will attempt to run the sprinkler system as often as possible within the limits imposed by its water rights, government restrictions, and good practice. An exception will be made to allow flowers to be watered out of a water bucket not to exceed 2 gallon in size.

4. Landscaping. To the extent the covenants require owners to maintain their landscaping, this means within the bounds of the water available for irrigation. Owners will not be required to maintain their landscaping in a manner inconsistent with the available irrigation water supply.

5. Items Not Consistent With Domestic Use. Tiger Run may require owners to remove from their lots any items, such as hoses, hose bibs, and sprinkler attachments, that are not consistent with domestic use as determined by Tiger Run.

6. Enforcement.

a. Review of Suspected Violations and Persons Entitled to Participate. The Board will review all suspected violations of this rule coming to its attention. The following shall not be entitled to participate in the proceedings as a director: (a) the owner suspected of the violation; and (b) any other owner having a direct personal or financial interest in the outcome. An owner shall not be deemed to have a direct personal or financial interest in the outcome if the owner will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the Association. Owners that are not entitled to participate in the proceedings may nonetheless be counted in determining the presence of a quorum at a meeting of the Board to consider the suspected violation, but any such owner will then recuse himself or herself and the remaining directors may take action even if they are less than a quorum.

b. Notification of Owners. Before taking any action against an owner for violation of this rule, a written notice will be provided to the owner using the procedure for notice contained at Section 17.2 of the covenants. The Board will give the owner an opportunity for a hearing at a regular or special meeting of the Board upon the owner's request in writing within ten calendar days following the notice. If the owner does not request a hearing, that will be deemed conclusive that the owner committed the violation.

c. Fair and Impartial Factfinding Process. At any hearing to consider a suspected violation, the Board will employ a fair and impartial factfinding process concerning whether the alleged violation actually occurred and whether the subject owner is the one who should be held responsible for the violation.

d. Fines. If it is determined that an owner violated this rule, the owner shall be subject to a fine of no less than \$250 plus \$150 for each day that the Board determines the violation occurred. The fine will double for each successive violation that leads to a separate notice under this rule.

e. Collection Provisions. All costs and attorney fees incurred by Tiger Run to enforce its covenants and rules shall be an assessment subject to all lien and collection powers of the association, except, if it is determined that the owner suspected of a violation should not be held responsible for the alleged violation, the Tiger Run shall not allocate to the owner's account any of the association's costs or attorney fees incurred with respect to the claim.

f. **Conflict.** This rule is intended to be the exclusive rule or policy applicable to water use and, in the event of a conflict between this rule and any other rule or policy, the provisions of this rule will control any case involving water use.

7. Additional Enforcement Remedies.

a. In addition to any fines under this rule, an owner who violates this rule is liable for any expenses incurred or liabilities accrued by Tiger Run with respect to third parties relating to the violation, including costs and attorney fees. This includes all expenses necessary to determine Tiger Run's rights with respect to such third parties.

b. Tiger Run is permitted to enter onto any lot and immediately abate any activity that reasonably appears to violate this rule, even before providing notice and opportunity for a hearing, and Tiger Run will have no liability for such action.

c. Tiger Run may confiscate any items of personal property, such as hoses and sprinklers, that appear to be used in violation of this rule, even before providing notice and opportunity for a hearing, and will have no liability for such action.

d. The enforcement remedies provided herein may be exercised by the manager who will immediately report any action taken under this rule to the Board. The manager will not be liable for any action reasonably taken to enforce this rule.

e. Tiger Run and the manager may take reasonable actions to document alleged violations of this rule.

SECTION 23- Rules and Governing Documents fines and enforcement

(Adopted Nov 22, 2013) Supersedes Section 1, Policies & Procedures, dated June 16, 2009

1.1 Reporting Violations: Complaints regarding alleged violations may be reported by an Owner or renter within the community, a group of Owners or residents, the TROA's management company, Board member(s) or committee member(s) by submission of a written complaint

1.2 Notification of Owners. Before taking any action against an owner for violation of the rules, a written notice will be provided to the owner using the procedure for notice contained at Section 17.2 of the covenants. The Board will give the owner an opportunity for a hearing at a regular or special meeting of the Board upon the owner's request in writing within ten calendar days following the notice. If the owner does not request a hearing, that will be deemed conclusive that the owner committed the violation.

1.3 Fair and Impartial Fact finding Process. At any hearing to consider a suspected violation, the Board will employ a fair and impartial fact finding process concerning whether the alleged violation actually occurred and whether the subject owner is the one who should be held responsible for the violation.

1.4 **Fines.** If it is determined that an owner violated this rule, the owner shall be subject to a fine of no less than \$250 plus \$150 for each day that the Board determines the violation occurred. The fine will double for each successive violation that leads to a separate notice under this rule.

1.5 **Collection Provisions.** All costs and attorney fees incurred by Tiger Run to enforce its covenants and rules shall be an assessment subject to all lien and collection powers of the association, except, if it is determined that the owner suspected of a violation should not be held responsible for the alleged violation, the Tiger Run shall not allocate to the owner's account any of the association's costs or attorney fees incurred with respect to the claim.

1.6 **In addition to any fines** under this rule, an owner who violates the rules is liable for any expenses incurred or liabilities accrued by Tiger Run with respect to third parties relating to the violation, including costs and attorney fees. This includes all expenses necessary to determine Tiger Run's rights with respect to such third parties.

1.7 **The enforcement** remedies provided herein may be exercised by the manager who will immediately report any action taken under this rule to the Board. The manager will not be liable for any action reasonably taken to enforce this rule.

1.8 **Tiger Run** and the manager may take reasonable actions to document alleged violations of the rules.

1.9 **Waiver of Fines:** The Board may waive all, or any portion of the fines if, in its sole discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition waiver of the entire fine or any portion thereof, upon the Violator coming into and staying in compliance with the Articles, Declaration, Bylaws or Rules.

1.10 **Self-Help:** In addition to any fines levied pursuant to this Section 3, the Board may, after the same notice and hearing procedures set forth above, enter upon the Lot at reasonable hours to correct the violation, including but not limited to: (1) cutting the grass, weeds and vegetation, and removing dead trees, shrubs and plants, and (2) making other such repairs, in order to bring the Lot into compliance with the maintenance provisions of this Declaration.

1.11 **Other Enforcement Means:** This fine schedule and enforcement process is adopted in addition to all other enforcement means which are available to the TROA through its Declaration, Bylaws, Articles of Incorporation and Colorado law. The use of this process does not preclude the TROA from using any other enforcement means.

1.12 **Supplement to Law:** The provisions of this Section shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.

1.13 **Deviations:** The Board may deviate from the procedures set forth in this Section, if in its sole discretion, such deviation is reasonable under the circumstances.

1.14 **Amendment:** This Section may be amended from time to time by the Board of Directors.

Section 41-Rules of the Road (Adopted 11-22-13)

The safety of all park owners, renters and guests is the responsibility of everyone. Please obey all traffic rules and be attentive and courteous to others using park roadways.

- The speed limit in the park is 10 mph.
- All park owners; renters and guests are required to obey State of Colorado Traffic Laws when using park roads.
- Drivers are required to yield to pedestrians in marked crosswalks and at all intersection crossings.
- Pedestrians including children should not dart into the path of any vehicle.
- Pedestrians are required to walk facing traffic on the left side of the road.
- No parking is allowed on paved roads in park.
- Owners are not permitted to confront or use and verbal or physical action to control the driving behavior of other park residents.
- Any observed traffic violations should be reported to management.
- Parents are responsible for supervision of children.
- Violators will be asked to leave the park.