

**TIGER RUN OWNERS' ASSOCIATION
Rules and Regulations**

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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 Architectural Rules and Regulations.

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 Architectural Rules and Regulations.

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 Recreational vehicles, whether used by RV lot renters or by RV lot owners, must be RVIA certified, a minimum length of eighteen feet (excluding tongues, bumpers, and other extensions on front or rear), must be self-contained living units with built in plumbing and electrical appliances, and must be in good condition, as judged by park management. These conditions may be verified by management at time of arrival, and are also subject to review by management after arrival. TROA has the right to refuse use of lots by RVs which do not meet these criteria.

Pop-up campers (hard or soft-sided), truck campers, tent campers are not permitted on any lot within Tiger Run.

For RVs with canvas extensions, the canvas may not be extended while using lots in Tiger Run.

"Tiny Homes" are not permitted on any lot within Tiger Run.

(Revised 7/2/2019)

- 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)**

- 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 – moved to Architectural Rules and Regulations Section 4.7.
- 2.17 Only Class A Motorhomes, 36 feet and over are permitted on Lots 345-367 and Lot 321-331 from May 1st through October 1st. This provision shall apply to owners, renters, and occupants **(revised 9/2016)**
- 2.18 Propane Tanks
- 2.18.1 Propane Tanks on RV Lots (sites 249-367), and Dual-Zoned lots (sites 1-248 and 397-400) where a Chalet Has Not Been Built

No auxiliary exterior propane tanks larger than 125 Gals will be allowed under any circumstances in these sections of the Park.

One (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.

Exterior propane tanks will be allowed from May 1st to October 1st (Summer Months) if 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.

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.”

2.18.2 Propane Tanks on sites 1-248 and 397-400 where a chalet is located.

Propane tank placement to comply with safety requirements (Federal, State, Local or gas provider requirements):

After satisfying safety requirements, to meet aesthetic requirements of TROA, the front of the propane tank cannot be closer than six feet from the forward-most plane of the cabin wall or Colorado Room wall (not Deck or Porch), at that respective corner.

If specific circumstances make it impossible to meet both the safety requirements and the six foot TROA requirement, an ARC variance on the six foot rule must be obtained for the tank location, whether a current location or new location.

When determining tank placement, owners should keep in mind the difficulty and potential cost of clearing snow to read propane levels and fill the tank during the winter (adopted 7/19/2019)

The separate document, *Architectural Rules and Regulations*, may contain additional requirements for screening and/or enclosures.

Section 3: Architectural Rules and Regulations

Refer to the separate document:

Architectural Rules and Regulations

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. The additional RV may not be used as living quarters.

Section 6 – Selling & Signage

- 6.1 For Sale signs must be purchased through the approved supplier of the Home Owners TROA, or from the front office, 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.
 - 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 Capital 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 Capital Improvements Account..
- 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.
- 7.6 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 Expenditures to maintain long-term viability of the water, sewer and electric service lines from the mains is the responsibility of the Association. This includes water feed lines to the riser, through the fittings at the riser, electric lines to the electric meter in the pedestal, and sewer lines to where the site sewer line connects to the feed or main sewer lines. The expenditures for maintenance, repair, replacement or upgrade of these items to support long-term viability of the infrastructure will be borne by the Association.

Maintenance, repairs, replacement and upgrades to the water riser, sewer pipe from the Chalet or RV Site connecting to the sewer mains or feed lines, and the electrical pedestal itself, are all the responsibility of the site owner. The site owner is responsible for these maintenance, repair, replacement or upgrade costs, and for the cost of any labor, fixtures or related parts. This includes any upgrades required to comply with local code requirements at the time of the maintenance, repair, replacement or upgrade. **(Updated August 2017)**

- 7.8.1 Repair of damage caused while working on utilities and utility easements, snow removal, or other TROA operations.

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 requirement 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.

7.8.2 Increasing Capacity of Electrical Pedestals

Any owner wishing to expand the power capacity of their electric pedestal (for example: from 100 amps to 200 amps) shall bear sole responsibility and cost to do so. This would include all direct costs associated with the project, such as cost of the new electrical pedestal and wiring on the owner site, cost of permits, cost of an electrician, and costs of inspection. The cost of rewiring between the distribution box and the owner site, if necessary, would also be the sole responsibility of the owner wishing to expand even where that wire is normally maintained by TROA. If costs are incurred on another owner's site, the owner wishing to expand is also solely responsible for any such costs. This could include but is not limited to repair of damage to concrete or landscaping, moving sheds or decks, and relocation of electrical distribution boxes.

- 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.

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 Motorized vehicles may be ridden in the Resort only between points A and B, and not repetitively around the resort. Any use of roadways to make repetitive laps is prohibited
- No snowmobiles shall be operated within the park.
- 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.
- 10.14 No site shall be allowed to have unattended fires. Fires producing an abnormal amount of smoke, in the judgement of Management, which interferes with the use or enjoyment of a nearby site are prohibited. Either the smoke must be reduced, or the fire must be extinguished. Use of dry firewood is highly recommended. Burning trash or objects that cause excessive smoke or other odors is prohibited (i.e. Plastic cups, cardboard, paper products, leaves, packing crates, etc.)

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. TROA may require payment of an advance deposit for use of the owners lounge or pavilion 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; 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.

Section 14 - 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 **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.

14.3 **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.

14.4 **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.

14.5 **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.

14.6 **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.

14.7 **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.

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

14.9 **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.

14.10 **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.

14.11 **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.

14.12 **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.

14.13 **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.

14.14 **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 describe above.

Section 16 – Collection of Unpaid Assessments

Refer to the separate document:
RESOLUTION OF TIGER RUN OWNERS ASSOCIATION REGARDING POLICY AND PROCEDURES FOR COLLECTION OF UNPAID ASSESSMENTS

Section 17 – Investment of Reserves

Refer to the separate document:
Tiger Run RV Resort Policies and Procedures

Section 18 – Inspection and Copying of TROA Records

Refer to the separate document:
Tiger Run RV Resort Policies and Procedures

Section 19 – Conflicts of Interest

Refer to the separate document:
Tiger Run RV Resort Policies and Procedures

Section 20 – Conduct of Meetings

Refer to the separate document:
Tiger Run RV Resort Policies and Procedures

Section 21 – Adoption of Rules, Regulations, or Guidelines

Refer to the separate document:

Section 22 - Rules Concerning Use of Water (Adopted November 22, 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 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.

Approved by the Tiger Run Board of Directors on August 22, 2019.



Tiger Run Owners Association Secretary