SAN MIGUEL COUNTY BOARD OF COUNTY COMMISSIONERS
MINUTES
WEDNESDAY, OCTOBER 15, 2025
333 WEST COLORADO AVE 2ND FLOOR, TELLURIDE, CO 81435

1. **9:31 a.m. Call to Order.**

   San Miguel Commissioners may hold an Executive Session to discuss noticed agenda items specifically for the statutorily authorized reasons stated in C.R. S. 24-6-402(4).

2. **Roll Call**

Present:
Anne Brown, Chair
Lance Waring, Vice Chair
Galena Gleason, Commissioner

Staff Present:
Mike Bordogna, County Manager
Jarrod Biggs, Deputy County Manager
Maura Boylan, County Attorney
Meghan Knowles, Communications Specialist
Carmen Warfield, Chief Deputy Clerk

3. **Moment of Silence**

4. **Review of Agenda**

5. **Public Comment for Items Not on the Agenda**

   Please limit comments to 3 minutes. If comments are not related to an item on the agenda, there will be no Board response or action taken since the topic was not posted with proper notice and any comment could potentially violate the Colorado Open Meetings Law.

6. **Consent Agenda**

   a. Approval of Chair's signature as the Board of County Commissioners sitting as the San Miguel County Housing Authority on a Project Developer (Town of Mountain Village Housing Authority) Agreement of mixed-use and affordable housing lots on Lawson Hill, Lot C.

   b. Approval of Minutes: September 17, 2025, and October 1, 2025

   Motion by Galena Gleason to approve the consent agenda as presented. **Seconded** by Lance Waring. **PASSED 3-0.**

7. **Administrative Matters**

   a. Check in with Prime Time Early Childhood Center on their fiscal solvency plan and current actions.

Presented by: Jarrod Biggs, Deputy County Manager; Melissa Merill, Director of Prime Time Early Childhood Center

b. Consideration of appointing Kayla Bell to the Open Space Commission./MOTION

Presented by: Janet Kask, Parks and Open Space Director; Kayla Bell, Applicant

Motion by Lance Waring to approve the appointment of Kayla Bell to the Open Space Commission. **PASSED 3-0.**

c. Consideration of Chair's signature on Proclamation 2025-08 proclaiming October 2025 as "Bullying Prevention Month" in San Miguel County./MOTION

Presented by: Amanda Andrews, PEER Kindness

Motion by Lance Waring to approve **Proclamation 2025-08** proclaiming October 2025 as "Bullying Prevention Month". **Seconded** by Galena Gleason. **PASSED 3-0.**

8. *Planning Matters

a. Consideration of Chair's signature on Resolution 2025-32, a proposed West End Subdivision Exemption to create four lots owned by Bruce Hankins, Parcel #479910400014./MOTION

Presented by: Nicola Kerr, Associate Planner; Kaye Simonson, Planning Director

Public Who Addressed the Board:
Bruce Hankins, Applicant
Patty Thomas, Egnar resident
Mark Thomas, Egnar resident
Walter Bresnahan, Egnar resident
Savannah Lytle, Surveyor
Ryan Righetti, Road and Bridge Superintendent
Stacy Boat, Egnar resident

Motion by Lance Waring to approve the Chair's signature on **Resolution 2025-32,** a proposed West End Subdivision Exemption to create four lots #477910400014 as presented, to authorize the Chair's signature on the final plat, and to adopt the corresponding Board of County Commissioner Resolution 2025-32, finding that the proposed West End Subdivision Exemption application is in compliance with all applicable Land Use Code standards in Section 5-1211, West End, including the submission of a final plat that complies with the final plat submission contents required in Land Use Code, with the following conditions:

1. Submission of a final plat that addresses all 20 of Dave Foley, County Surveyor's, comments, received September 13, 2025.

2. The applicant shall obtain an access permit from the Colorado Department of Transportation for access off State Highway 141.
3. Prior to construction on any of the lots a development permit will be obtained with the county as well as the approval from Road and Bridge for access off of County Road H1. **Seconded** by Anne Brown. **PASSED 3-0.**

b. Consideration of Chair's signature on Resolution 2025-31, an Amendment to the Development Agreement for the Deep Creek Mesa Ranch Subdivision and Planned Unit Development to eliminate the requirement for berming / MOTION

Presented by: John Huebner, Senior Planner; Kaye Simonson, Planning Director; Tom Kennedy, Attorney on behalf of the Applicant

Board Who Addressed the Board:
Shellie Duplan, Aldasoro Home Owner's Association

Motion by Anne Brown to approve request to amend the Deep Creek Mesa Ranch Development Agreement to remove the requirement to build the five earthen berms, and adopt Board of County Commissioner **Resolution 2025-31**, finding that the environmental benefits of not constructing the berms in terms of minimizing the dirt imported to the job site, the hours of machinery operation, and surface disturbance of the site are benefits to the public and outweigh the potential partial visibility and ridgelining of homesites on Lots 1-4, Lots 11-15 from the traveling public on Highway 145 and County Road T60 [also known as Airport Road]. The Board further finds that the homesites on lots in Deep Creek Mesa Ranch are located further from view corridors than those homes visible from HWY 145 and County Road T60 located in the Last Dollar PUD and Lot 165 Aldasoro Ranch. Development on these lots that are potentially visible are restricted in height to reduce visibility and the ridgeline restrictions would still apply. **Seconded** by Galena Gleason. **PASSED 3-0.**

10. Lunch

12:12 p.m. Recessed.
12:47 p.m. Reconvened.

9. Manager Matters

Update and other, as needed
Mike Bordogna, County Manager

a. Review and recommend funding for the Community Grants 2026 (Board of County Commissioners funding)./MOTION

This item will be continued to a future meeting.

b. Review and recommend funding for the Community Grants 2026 (Dept of Human Services)./MOTION

This item will be continued to a future meeting.

c. Review and recommend funding for the Community Grants 2026 (Parks and Open Space)./MOTION

This item will be continued to a future meeting.

d. Consideration of a budget adjustment for health insurance and wages./MOTION

This item will be included in the budget discussion under 11.b.

11. Administrative Matters -Continued.

a. Consideration of Chair's signature on Resolution 2025-25 consenting to certain amendments to the general declaration of the Telluride Mountain Village Owners Association./MOTION

Presented by: Maura Boylan, County Attorney; Stephanie Fanos, Attorney representing the Telluride Mountain Village Owners Association

Motion by Lance Waring to approve **Resolution 2025-25** consenting to certain amendments to the general declaration of the Telluride Mountain VIllage Owners Association. **Seconded** by Galena Gleason. **PASSED 3-0.**

b. Review of the preliminary budget.

Presented by: Jarrod Biggs, Deputy County Manager; Mike Bordogna, County Manager; Ramona Rummel, Finance Director

Note: Item 9.b. was discussed and will be considered in a future meeting.

c. Update with the Behavioral Health Solutions Panel.

Presented by: John Pandolfo; Dr. Grundy, Melanie Montoya; Laura Thomas; Mandy Miller; Jennie Thomas; Representing the San Miguel Behavioral Health Solutions and Chuck Porth, Uncompaghre Medical Center

12. County Housing Matters -(The Board of Commissioners is sitting as the San Miguel County Housing Authority.)

a. Consideration of a request from Andrew and Alicia Dines for an Exception to the

Rural Homes: For Sale, For Locals Affordable Housing Regulations and Guidelines 5.2.4 Continuing Residency Standard and 5.2.5 Continuing Property Ownership Standard./MOTION

Presented by: Pam Shifrin, San Miguel Regional Housing Authority; Andrew Dines, Applicant

This item was continued to October 29, 2025.

2:57 p.m. Recessed.
3:04 p.m. Reconvened.

d. Potential Executive Session: Consideration of a policy waiver and hiring authorization for a specific candidate in the County Treasurer's office, citation (4)(f) Personnel Matters./MOTION

Note: No Executive Session was needed.

Presented by: Becca Lang, Chief Deputy Treasurer and Public Trustee; Christina Lambert, Director of Human Resources

Motion by Lance Waring to approve the policy waiver and hiring authorization as presented. **Seconded** by Galena Gleason. **PASSED 3-0.**

13. Commissioner Updates

Anne Brown - Update on Outside Meetings.
Galena Gleason - Update on Outside Meetings.
Lance Waring - Update on Outside Meetings.

Manager Matters - Update and other, as needed.

Presented by: Mike Bordogna, County Manager

1. Meeting with Maria Stark, the new Indigenous Peoples liaison to the county and intergovernmental efforts, and the Telluride Institute, and potential programs, and additional activities they are proposing.
2. El Pomar Leadership was in Telluride last week and met with local and regional nonprofit leaders.
3. Clearnetworx is using the conduit on Highway 145 in exchange for connecting the Road and Bridge facility at Deep Creek.
4. There have been numerous phishing attempts, even from the County email address. The County will never ask for money to be wired. Please be vigilant and contact the County if you have any questions.
5. The Colorado Parks and Wildlife has notified us that there are wolves in the area.

Presented by: Jarrod Biggs, Deputy County Attorney

1. Strategic Stakeholder roundtable meeting - 1st meeting was positive and a good turnout.
2. Jared presented at the Telluride Foundation's Path to Homeownership meeting.
3. Attendance at the San Miguel Fair Board meeting to discuss the addition of the Norwood Food Bank.
4. KOTO County Lines will be on at 12:00 pm tomorrow.

Commissioner updates.
Lance Waring - Strategic Stakeholder roundtable meeting; Attendance at the Homeownership meeting; San Miguel Regional Housing Authority meeting; SMART meeting; Colorado Counties Inc Legislative Session
Galena Gleason - Attendance at the stakeholder meeting concerning the 4 Seasons workforce housing; Mountaintown 2020; Colorado Counties Inc, briefing; Snow plow naming contest with all the Schools
Anne Brown - No meetings

14. Attorney Matters

Update and other, as needed.
Maura Fahey, County Attorney (Any of these items may involve an Executive Session C.R.S. 24-6-402(4))

15. Adjournment

Motion by Lance Waring to adjourn the meeting. **Seconded** by Galena Gleason. **PASSED 3-0.**

4:15 p.m. Adjourned.

Respectfully submitted,

Approved: November 5, 2025
BOARD OF COUNTY COMMISSIONERS

Anne B

ATTEST:

Carmen Warfield

Docusign Envelope ID: 36638065-31CD-4BB9-87DE-966F71C57D2A

Proclamation of the Board of County Commissioners of San Miguel County, Colorado, is proclaiming October 2025 as "Bullying Prevention Month" in San Miguel County

Proclamation 2025-08

WHEREAS, bullying is unwanted, aggressive behavior among school-aged children that involves a real or perceived power imbalance. The behavior is repeated, or has the potential to be repeated, over time. The children who are bullied, those who bully others, and those who witness the behaviors may have serious, lasting problems; and

WHEREAS, bullying occurs in neighborhoods, playgrounds, schools, community organizations, and online through technology; and

WHEREAS, various researchers have concluded that bullying is the most common form of violence, affecting millions of American children and adolescents annually; and

WHEREAS, thousands of Colorado children and adolescents are affected by bullying annually, and 1 in 5 students reports being bullied; and

WHEREAS, targets of bullying behaviors are at increased risk for depression, anxiety, sleep difficulties, lower academic achievement, and dropping out of school, and Students who repeatedly experience bullying behaviors often fear such activities as riding the bus, going to school, interacting online, and attending community activities; and

WHEREAS, children who engage in bullying behaviors are at greater risk of engaging in more serious violent behaviors; and

WHEREAS, children who witness bullying behaviors often feel less safe, helpless to stop it, and intimidated; and

WHEREAS, organizations such as PEER Kindness are dedicated to providing support to children and adolescents experiencing the bullying circle, and providing prevention education through partnerships with youth, schools, and youth-serving programs, and community leaders and organizations to reduce bullying and foster a PEER Kindness stand (positive, encouraging, empathetic, respectful, and kind). We urge all citizens to work toward the prevention of bullying and consider pledging to be part of the solution to end bullying in all its forms.

NOW, THEREFORE, the San Miguel County Board of County Commissioners, hereby Proclaim October 2025 as Bullying Prevention Month in San Miguel County and urge all community members to engage in a variety of awareness and prevention activities designed to make our communities safer for all children and adolescents.

Done and approved by the Board of Commissioners of San Miguel County, Colorado, at a duly noticed public meeting held in Telluride, Colorado, on October 15, 2025.

Board of County Commissioners
San Miguel County, Colorado

Anne Brown

Anne Brown, Chair

Attest:

Carmen Warfield

Carmen L. Warfield, Chief Deputy Clerk to the Board

Vote:

Anne Brown	<u>Aye</u>	Nay	Abstain	Absent
Galena Gleason	<u>Aye</u>	Nay	Abstain	Absent
Lance Waring	<u>Aye</u>	Nay	Abstain	Absent

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RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SAN MIGUEL COUNTY, COLORADO CONSENTING TO CERTAIN AMENDMENTS TO THE GENERAL DECLARATION OF THE TELLURIDE MOUNTAIN VILLAGE

Resolution # 2025-25

WHEREAS, in 1997, the Board of County Commissioners of San Miguel County, Colorado ("County") initiated litigation in the San Miguel County District Court as Case No. 97CV133 regarding the formation of the Town of Mountain Village, Colorado ("Town"), which resulted in a settlement agreement that was executed in 1999 ("1999 Settlement Agreement"); and

WHEREAS, the Telluride Mountain Village Owners Association ("TMVOA") is a Colorado nonprofit entity service as the owners' association for a residential community located with the Town subject to the Amended and Restated General Declaration recorded with the San Miguel County Clerk and Recorder on December 11, 2002 at Reception NO. 353668 (the "2002 Declaration"); and

WHEREAS, as required by the 1999 Settlement Agreement, Section 10.14(a) of the 2002 Declaration provides that certain provisions of the 2002 Declaration as stated therein may be amended, modified or terminated only with the mutual consent of the Town and County; and

WHEREAS, the Town and TMVOA are parties to a lawsuit initiated by members of TMVOA and filed in San Miguel County District Court as Case No. 2022CV30029 which was conditionally resolved subject to the terms of a General Release and Settlement Agreement dated May 22, 2023 (the "2023 Settlement Agreement") which required, among other things, that TMVOA pursue certain amendments to the 2002 Declaration as specified in the 2023 Settlement Agreement; and

WHEREAS, TMVOA has submitted proposed amendments to the 2002 Declaration as attached hereto as Exhibit A and has requested the County's consent to the extent required; and

WHEREAS, the County is willing to provide the requested consent as set forth below.

NOW, THEREFORE, BE IT RESOLVED:

1. Recitals. The foregoing recitals are incorporated by reference as findings and determinations of the Board.

2. Consent to Amendments. The Board of County Commissioners hereby consents to the amendments to the 2002 Declaration as set forth in the updated version attached hereto as Exhibit A, but only to the extent required by Section 10.14(a) of the 2002 Declaration.

3. No Influence Intended. By providing this consent, the Board does not endorse, ratify, recommend, or opine on the enforceability of any term or provision of the 2002 Declaration of the proposed amendments, nor does the Board endorse, ratify, recommend, or opine on any other matter before TMVOA, including, but not limited to, any amendments to the TMVOA bylaws or articles of incorporation.

4. Further Modifications. To the extent that TMVOA may request or propose any further amendments not reflected in Exhibit A hereto, and further provided that such amendments are ministerial in nature without changing the substance of the overall document, the County Manager is authorized to approve such additional amendments without further action by the Board.

APPROVED AND ADOPTED by the Board of Commissioners of San Miguel County, Colorado at a regular meeting held in Telluride, Colorado on October 15, 2025.

BOARD OF COUNTY COMMISSIONERS
SAN MIGUEL COUNTY, COLORADO

By: Anne Brown
Anne Brown, Chair

Vote:	Anne Brown	Aye	Nay	Abstain	Absent
	Galena Gleason	Aye	Nay	Abstain	Absent
	Lance Waring	Aye	Nay	Abstain	Absent

ATTEST:

By: Carmen Warfield
Carmen Warfield, Chief Deputy Clerk

2025 AMENDED AND RESTATED GENERAL DECLARATION FOR TELLURIDE MOUNTAIN VILLAGE MOUNTAIN VILLAGE, COLORADO

This 2025 Amended and Restated General Declaration for Telluride Mountain Village ("**Declaration**" or "**2025 Amended and Restated Declaration**") is made this ___ day of _________, 2025, by the Telluride Mountain Village Owners Association, a Colorado non-profit corporation. ("**Association**").

RECITALS

WHEREAS, on December 22, 1981, The Telluride Company, a Colorado corporation ("**Telco**") obtained approval from the San Miguel County Board of Commissioners for the Mountain Village Planned Unit Development recorded on December 28, 1981 at Reception No. 223865 in the Official Records, as amended by document recorded on January 11, 1991 at Book 474, Page 234 in the Official Records and further amended by document recorded on January 18, 1993 at Book 504 at Page 788 in the Official Records ("**County Master Plan**").

WHEREAS, on September 1, 1983, the Mountain Village Metropolitan District, a Colorado metropolitan special district ("**Metro District**") was formed for the purpose of providing infrastructure recreational facilities, transportation and public safety for the Mountain Village PUD.

WHEREAS, on March 9, 1984, Telco, as the Declarant, executed the General Declaration for the ***Telluride Mountain Village,*** common interest community, recorded at Reception No. 233116 in the records of the Clerk and Recorder for San Miguel County, Colorado (the "**1984 General Declaration**").

WHEREAS, on March 14, 1984, the Telluride Mountain Village Resort Company, a Colorado nonprofit corporation ("**Resort Company**"), was formed and incorporated by the filing of Articles of Incorporation with the Colorado Secretary of State, to perform certain functions and to hold and manage certain property for the common benefit of some or all owners or lessees and to foster and preserve the health, safety and welfare of persons in the *Telluride Mountain Village* and to preserve property, property rights and property values within the *Telluride Mountain Village.*

WHEREAS, as of November 21, 1995, the Resort Company was granted tax exempt status by the Internal Revenue Service under Internal Revenue Code 501(c)(4).

WHEREAS, on March 10, 1995, the Town of Mountain Village was incorporated as a Colorado home rule municipality ("**Town**").

WHEREAS, at various times, the Resort Company operated under the trade names "Mountain Village Metropolitan Services, Inc." and "Mountain Village Owners Association" and was commonly referred to as "Resort Company," "Association," and "MVOA."

WHEREAS, the Town, Telco, Telluride Ski & Golf Company, Telluride Gondola Transit Company, San Miguel County and San Miguel County Housing Authority were parties in a civil litigation, San Miguel County District Court, Case 1997 CV 133, pertaining to the incorporation of the Town ("**1997 Litigation**").

WHEREAS, the Resort Company was not originally a party in the 1997 Litigation, however, the Resort Company was brought into the 1997 Litigation as a necessary party in order to settle the 1997 Litigation.

WHEREAS, on September 2, 1999, a Stipulated Settlement Order was filed with San Miguel County District Court and recorded on September 8, 1999 at Reception No. 329093 in the Public Records ("**1999 Settlement Agreement**") by and among the Town, Telco, Telluride Ski & Golf Company, Telluride Gondola Transit Company, Mountain Village Metropolitan District, San Miguel County and San Miguel County Housing Authority.

WHEREAS, pursuant to the 1999 Settlement Agreement, the Eleventh Amendment to the 1984 General Declaration was recorded on October 12, 1999, at Reception No 329777 in the Official Records ("**Eleventh Amendment**").

WHEREAS, pursuant to the 1999 Settlement Agreement, the Twelfth Amendment to the 1984 General Declaration was recorded on October 12, 1999, at Reception No 329778 in the Official Records ("**Twelfth Amendment**").

WHEREAS, pursuant to the Eleventh Amendment certain provisions were incorporated into the 1984 General Declaration regarding restrictions on open space, density, air quality and solid fuel burning devices, which provisions are set forth in Sections 7.1, 8.1, 8.2, 9.1 and 9.2 in this 2025 Amended and Restated Declaration, which cannot be amended without the consent of San Miguel County.

WHEREAS, pursuant to the Twelfth Amendment, the Resort Company confirmed acceptance of the assignment of all of Telco's rights, as Declarant, and the delegation of all of Telco's obligation, duties, and responsibilities, as Declarant, under the 1984 General Declaration, as amended and supplemented and the County Master Plan and thereafter the term "Declarant" was defined to mean the Resort Company.

WHEREAS, on December 11, 2002, the Resort Company, doing business as Mountain Village Metropolitan Services, Inc., executed and recorded the Amended and Restated General Declaration for the ***Telluride Mountain Village***, Mountain Village, Colorado recorded at Reception No. 353668, which fully amended and restated in its entirety the 1984 General Declaration and all amendments and supplements thereto ("**2002 Amended Declaration**").

WHEREAS, on December 11, 2002, Amended and Rested Articles of Incorporation for the Telluride Mountain Village Resort Company were filed with the Colorado Secretary of State ("**2002 Articles**").

WHEREAS, on December 11, 2002, Amended and Restated Bylaws for the Telluride Mountain Village Resort Company were adopted ("**2002 Bylaws**"), which were subsequently amended and restated in 2007, 2012, 2013 and 2014.

WHEREAS, on October 26, 2007, the legal name of the Telluride Mountain Village Resort Company, a Colorado nonprofit corporation, was changed to the ***Telluride Mountain Village Owners Association*** by the filing of Articles of Amendment with the Colorado Secretary of State.

WHEREAS, all references to Telluride Mountain Village Resort Company, Resort Company, Mountain Village Metropolitan Services, Inc., Association, Mountain Village Owners Association, MVOA shall mean and refer to the same Colorado non-profit corporation now legally known as Telluride Mountain Village Owners Association ("**Association**").

WHEREAS, on February 11, 2008, Amended and Restated Articles of Incorporation approved by a vote of the Members were filed with the Colorado Secretary of State ("**2007 Articles**");

WHEREAS, on December 9, 2009, amendments to the 2002 Amended Declaration were approved and recorded at Reception No. 410160 in the Official Records ("**First Amendment to Amended Declaration**").

WHEREAS, on March 19, 2012, amendments to the 2002 Amended Declaration were approved and recorded at Reception No. 422188 in the Official Records ("**Second Amendment to Amended Declaration**").

WHEREAS, on November 12, 2014, Amended and Restated Bylaws were adopted by the Association ("**2014 Bylaws**").

WHEREAS, on July 7, 2022, civil litigation was filed by Friends of TMVOA in San Miguel County District Court, Case No. 2022CV30029 against the Association, TSG Ski & Golf, LLC and certain Board members ("**2022 Litigation**").

WHEREAS, on July 23, 2022, the Town of Mountain Village filed a complaint in the 2022 Litigation as a Third-Party Intervenor.

WHEREAS, the parties in the 2022 Litigation executed a General Release and Settlement Agreement dated May 22, 2023, which was ratified by all parties as of September 6, 2023 ("**2023 Settlement Agreement**").

WHEREAS, pursuant to the 2023 Settlement Agreement, the Association agreed to submit certain amendments to the Governing Documents to a vote of the Members.

WHEREAS, pursuant to the 2023 Settlement Agreement, the Association prepared the: (i) 2025 Amended and Restated Articles of Incorporation; (ii) Third Amendment to the 2014 Sixth Amended and Restated Bylaws; and (iii) 2025 Amended and Restated General Declaration (collectively, the "**2025 Proposed Amendments**") to be submitted to a vote of the Members.

WHEREAS, the Board adopted the First Amendment and the Second Amendment to the 2014 Sixth Amended and Restated Bylaws on January 29, 2025 and June 11, 2025, respectively:

WHEREAS, two Special Meetings of the Members were held on May 28, 2025 and June 5, 2025 to present and discuss the 2025 Proposed Amendments with the Members and to receive input and feedback from the Members on the 2025 Proposed Amendments.

WHEREAS, on June 30, 2025, the Association submitted the 2025 Proposed Amendments to a vote of the Members by Written Ballot election ("**2025 Written Ballot**"), with a Written Ballot return deadline of July 28, 2025.

WHEREAS, pursuant to the 2023 Settlement Agreement, the 2025 Written Ballot election was conducted by an independent third-party.

WHEREAS, on July 30, 2025, the independent third-party conducting the 2025 Written Ballot election certified that the 2025 Amended and Restated Articles of Incorporation and the Third Amendment to the 2014 Sixth Amended and Restated Bylaws were approved by the Affirmative Vote of the Majority of Classes, as required under the 2007 Articles and the 2014 Bylaws.

WHEREAS, on July 30, 2025, the independent third-party conducting the 2025 Written Ballot election certified that the 2025 Amended and Restated Declaration was approved by the affirmative vote of Members holding at least 51% of the total available votes in the Association.

WHEREAS, the certified results of the 2025 Written Ballot election are on file with the Association.

WHEREAS, pursuant to Sections 10.14(a) and 10.14(b) of the 2002 Amended Declaration, the Town specifically approved amendments to Sections 2.1, 2.2, 2.4 2.11, 2.12, 2.13, 2.15, 2.16, 3.19, 7.2 and 10.14(b) and 10.15 in the 2002 Amended Declaration.

WHEREAS, pursuant to Sections 10.14(a) of the 2002 Amended Declaration, San Miguel County specifically approved amendments to Sections 2.1, 2.11, 2.12, 2.13, 2.15, 2.16, 5.3, 5.4, 5.5, 7.1, 8.1, 8.2, 9.1, 9.2, 10.14(a) and 10.15 in the 2002 Amended Declaration.

NOW THEREFORE, the Association does hereby publish, declare, amend, supersede and replace in their entirety the 1984 General Declaration, the 2002 Amended Declaration, the First Amendment to Amended Declaration, the Second Amendment to the Amended Declaration, and any and all amendments and supplements thereto in accordance with this 2025 Amended and Restated General Declaration for *Telluride Mountain Village*, Mountain Village, Colorado to be effective as of the date of recordation in the Official Records, _______________, 2025 ("**Effective Date**").

I. DECLARATION - PURPOSES:

1.1 *General Purposes.*

(a) At the time of the execution and recordation of the 1984 General Declaration, Telco, as the declarant under the 1984 General Declaration, commenced the development of the geographic area defined as the *Telluride Mountain Village*, as a residential community and a self-contained, village-like area designed to contain facilities and provide services, including lodging, food and beverage services, shops and merchandising areas, and entertainment and recreation opportunities, for all Persons residing, visiting or doing business within the *Telluride Mountain Village*.

(b) The Association was formed to manage, maintain and operate the Community and to perform certain functions and to hold and manage certain property for the common benefit of Community.

(c) In November 1995, the Association was granted tax exempt status under IRC Section 501(c)(4) as a social welfare organization.

(c) The Association may perform all tasks and functions whether or not specifically set forth herein which it deems necessary to foster and preserve the health, safety and welfare of persons in the Community, preserve property, property rights and property values and to maintain the Community as a pleasant and desirable environment for all persons residing, visiting or doing business therein;

provided, that such tasks and functions are consistent with the Association's Tax Exempt Purpose and Article IV and Article VI of the Articles.

1.2 ***Telluride Mountain Village***. As of the Effective Date, the *Telluride Mountain Village*, common interest community, consists of all real property included within the boundaries of the *Telluride Mountain Village*, as more particularly described in **Exhibit "A"** ("**Telluride Mountain Village Boundaries**"), which real property was included, added or annexed into the *Telluride Mountain Village* common interest community in accordance with the 1984 General Declaration and all supplements and amendments thereto, and as depicted and described in various maps and plats of the real property located within the Telluride Mountain Village Boundaries recorded in the Official Records.

1.3 ***Declaration***. To further the general purposes herein expressed, the Association for itself, its successors and assigns, hereby declares that all real property located within Telluride Mountain Village, shall at all times continue be owned, held, used and occupied subject to the provisions, covenants, conditions and restrictions of this 2025 Amended and Restated General Declaration and the Governing Documents, as may be amended from time to time.

II. DEFINITIONS:

All capitalized terms that are not defined in this Declaration shall have the meaning set forth in the Articles or Bylaws.

2.1 ***Consideration***. Consideration means the gross consideration paid for the Site affected by the Transfer and shall include actual cash paid, the fair market value of real and personal property delivered or conveyed in exchange for the Transfer, or contracted to be so paid or delivered or conveyed, in return for the Transfer, and shall include the amount of any lien, mortgage, contract indebtedness, or other encumbrance or debt, either given to secure the purchase price, or any part thereof, or remaining unpaid on the property at the time of the Transfer. The term Consideration does not include as an addition to gross consideration the amount of any outstanding lien or encumbrance in favor of the United States, the State of Colorado, or of a municipal or quasi-municipal corporation or district for taxes, or special or local benefits or improvements.

2.2 ***County Master Plan***. County Master Plan shall mean the Mountain Village Planned Unit Development Plan approved by the San Miguel County Board of Commissioners recorded on December 28, 1981 at Reception No. 223865 in the Official Records, as amended by document recorded on January 11, 1991 at Book 474, Page 234 in the Official Records and further amended by document recorded on January 18, 1993 at Book 504 at Page 788 in the Official Records

2.3 ***Declarant***. Declarant shall mean the Telluride Mountain Village Owners Association, a Colorado non-profit corporation, for the sole purpose of acknowledging the Associations acceptance of the assignment of all of Telco's rights and the delegation of all of Telco's obligations, duties, and responsibilities, as the 'declarant' under the 1984 General Declaration, as amended and supplemented and the County Master Plan.

2.4 ***Facilities***. Facilities shall mean all real property and personal property: (i) owned or leased by Association or otherwise held or used by Association; (ii) under the Association's management and control by, through or under contractual arrangements, licenses or other arrangements; or (iii) financed by, or secured by the assets of, the Association. Such property includes, without limitation, real property or any interest therein, improvements on real property, and personal property and equipment.

2.5 ***Function***. Function shall have the meaning set forth in Section 3.1 in this Declaration.

2.6 ***Person***. Person means any individual, corporation, business trust, estate, trust, partnership, association or any other legal entity.

2.7 ***Policies and Procedures***. Policies and Procedures shall have the meaning set forth in Section 3.7 herein

2.8 ***Original PUD***. Original PUD shall have the meaning set forth in Section 8.1 herein.

2.9 ***Rules and Regulations***. Rules and Regulations shall have the meaning set forth in Section 3.6 herein.

2.10 ***Site***. Site shall have the meaning set forth in the Articles.

2.11 ***Telluride Mountain Village Boundaries***. Telluride Mountain Village Boundaries means the geographic area more particularly described in **Exhibit "A."**

2.12 ***Transfer***. Transfer, whether or not the same is in writing or is recorded, means and includes any grant, assignment, transfer, exchange, conveyance or consummated sale of any ownership or title to a Site. For purposes of Section 5.3, a Transfer subject to RETA shall also include a sale, conveyance, or transfer of fifty percent (50%) or more interest in a corporation, limited liability company, partnership, limited partnership, joint venture, trust or other association or organization where such entity, organization or association owns a Site or Sites located within the Community, and the fair market value of that Site or Sites represents more than one half of the total fair market value of all tangible assets of such entity, organization or association. The RETA for such Transfers shall be based upon the fair market value of the Site or Sites at the time of the Transfer. The RETA shall be due and payable at the time of any such Transfer and contemporaneously therewith.

2.13 ***Transferee***. Transferee means any Person to whom a Transfer of a Site is made.

III. ASSOCIATION FUNCTIONS AND OBLIGATIONS.

3.1 ***Functions***. The Association may perform all tasks and functions, whether or not specifically set forth herein, which it deems necessary to foster and preserve the health, safety and welfare of persons in the Community, preserve property, property rights and property values and to maintain the Community as a pleasant and desirable environment for all persons residing, visiting or doing business therein; provided, that such tasks and functions are consistent with the Association's Tax Exempt Purpose and Articles IV and VI of the Articles ("**Function**").

3.2 ***Contract for Functions***. The Association may contract with any public or private Person to perform any tasks, Function or services.

3.3 ***Right to Acquire Facilities***. The Association shall have the full power and authority to purchase, acquire and/or lease such Facilities as the Board of Directors deems reasonable or necessary to carry out the provisions of the Governing Documents or to foster and preserve the health, safety and welfare of Persons in the Community, preserve the property, property rights and property values of the Community and to maintain the Community as a pleasant and desirable environment for all Persons residing, visiting or doing business herein, provided such acquisitions are consistent with the Association's Tax Exempt Purpose.

3.4 ***Right to Dispose of Facilities.*** Association shall have full power and authority to sell, convey, lease, grant rights in, transfer, encumber, abandon or dispose of any Facilities, as shall.be determined in the reasonable judgment of the Board.

3.5 ***Insurance.*** Association shall obtain in its name and keep in full force and effect at all times at least the following insurance coverage: (a) casualty insurance with respect to all insurable Facilities, insuring such Facilities for the full replacement value thereof, and including coverage for fire and extended coverage, (b) broad form comprehensive liability coverage, vandalism and malicious mischief; and (c) broad form comprehensive liability coverage, covering both public liability and automobile liability, with limits of not less that $1,000,000 for each person and not less than $2,000,000 for each occurrence, and with property damage limits of not less than $500,000 for each accident. All insurance may contain such deductible provisions as good business practice may dictate.

3.6 ***Right to Make Rules and Regulations.*** The Association shall have the power to adopt, amend, terminate and enforce rules and regulations applicable within the Community with respect to any Facility, Function or Site, and to implement the provisions of this Declaration and the Governing Documents ("**Rules and Regulations**"). All Rules and Regulations adopted or amended by the Association shall be reasonable and shall be uniformly applied, except such Rules and Regulations may differentiate between reasonable categories of Sites. Each Owner shall be obligated to and shall comply with and abide by such Rules and Regulations. Each Owner shall be responsible for the acts and omissions of the Owner's Guests, tenants and representatives that result in the violation of any Rules and Regulations. Rules and Regulations may only be approved by the Board at a meeting of the Board that specifically includes the adoption of Rules and Regulations on the Board meeting agenda. Any proposed Rules and Regulations to be considered for adoption, amendment or termination by the Board must be posted on the Association's website at least ten (10) days prior to the Board meeting at which the Board will consider adoption of the Rules and Regulations. The Association may provide for enforcement of any such Rules and Regulations in accordance with the rights and remedies under the Governing Documents and any applicable federal and state laws and regulations.

3.7 ***Right to Adopt Policies and Procedures.*** The Association shall have the power to adopt, amend and enforce policies and procedure applicable to the operations and management of the Community, Association, Sites, Facilities, Functions and Members including without limitations, those policies and procedures required to be adopted by an association under CCIOA, including without limitation CRS Section 38-33.3-209.5, as may be amended ("**Policies and Procedures**"). All Policies and Procedures adopted or amended by the Association shall be reasonable and shall be uniformly applied, except such policies and procedures may differentiate between reasonable categories of Sites. Each Owner shall be obligated to and shall comply with and abide by such Policies and Procedures. Each Owner shall be responsible for the acts and omissions of the Owner's Guests, tenants and representatives that result in the violation of any Policies and Procedures. Policies and Procedures may only be approved, amended or terminated by the Board at a meeting of the Board that specifically includes the adoption, amendment or termination of any Policies and Procedures on the Board meeting agenda. Any proposed Policies and Procedures to be for considered for adoption, amendment or termination by the Board must be posted on the Association's website at least ten (10) days prior to the Board meeting at which the Board will consider adoption of the Policies and Procedures. The Association may provide for enforcement of any such Policies and Procedures in accordance with the rights and remedies available under the Governing Documents and any applicable federal and state laws and regulations

3.8 *Taxes.* Association shall pay all ad valorem real estate taxes, special improvement and other assessments (ordinary and extraordinary), ad valorem personal property taxes, and all other taxes, duties, charges, fees and payments required to be made to any governmental or public authority which shall be imposed, assessed or levied upon, or arise in connection with any Facilities or Functions.

3.9 ***Implied Rights of Association.*** The Association shall have and may exercise any right or privilege given to it expressly in the Governing Documents or under federal and state laws and regulations. The Association shall have and may exercise every other right or privilege or power and authority necessary or desirable to fulfill its obligations under the Governing Document, including, but not limited to, the right to acquire use of or purchase property, equipment or facilities, employ personnel, contractors, consultants, and professionals and to obtain and pay for legal, accounting and other professional services; acquire and dispose of Facilities; and to perform any Function by, through or under contractual arrangements, licenses, or other arrangements with any governmental or private entity as may be necessary or desirable.

IV. MEMBERSHIP.

4.1 ***Membership.***

(a) There shall be one membership in the Association attributable to the fee simple ownership of each Site within the Community as set forth in the Articles.

(b) Each Owner of a Site shall be a Member of the Association.

(c) Each Owner by acceptance of the Owner's interest in a Site agrees to accept and be bound by the Governing Documents of Association that are in effect from time to time.

(d) No Owner may reject, repudiate, disown, renounce or disclaim such Owner's membership in Association and the rights, duties and obligations attendant to the Membership.

4.2 ***Classes of Memberships.*** Each Site within the Community is classified into one of four (4) Classes as set forth in the Articles.

4.3 ***Compliance with Governing Documents.*** Each Member shall comply with all provisions in the Governing Documents. Members shall be responsible for

V. ASSESSMENTS AND OTHER AMOUNTS.

5.1 ***Obligation for Assessments and Other Amounts.*** Each Owner, by acceptance of a deed for the Owner's Site, whether or not expressed in any deed or other conveyance, shall be deemed to covenant and agree to pay to the Association Annual Assessments (if levied), Special Assessments (if levied), and Real Estate Transfer Assessments, as more fully described and defined in the Governing Documents, and the charges, fines, liquidated damages, penalties or other amounts, to be levied, fixed, established and collected as set forth in the Governing Documents.

5.2 ***Purpose of Assessments and Other Amounts.*** All assessments levied in accordance with the Governing Documents and any charge, fine, penalty or other amount collected by the Association shall be used exclusively to pay expenses that the Association may incur in performing any actions permitted or required under the Governing Documents, as from time to time are in force and effect, including but not limited to operating expenses and the costs of constructing or purchasing Facilities and performing Functions. However, Section 5.2 shall not prohibit the Association from establishing appropriate reserves to defray anticipated expenses and investing all excess cash in a prudent manner.

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5.3 ***Real Estate Transfer Assessment.***

(a) (i) There is hereby imposed a Real Estate Transfer Assessment ("**RETA**") on all Transfers whether by deeds, instruments, writings, leases, or any other documents or otherwise by which any Site located within the Community are sold, granted, assigned, transferred, exchanged or otherwise conveyed to or vested in a Transferee, except as may be specifically exempted by this Declaration. Said RETA shall be due and payable at the time of any such Transfer and contemporaneously therewith as hereinafter specified.

(ii) For purposes of Section 5.3 (a)(i), a Transfer subject to RETA shall also include a sale, conveyance, or Transfer of a majority or controlling interest in a corporation, limited liability company, partnership, limited partnership, joint venture, trust or other association or organization where such organization or association owns a Site or Sites located within the Community, and the fair market value of that Site or Sites represents more than one half of the total fair market value of all tangible assets of such entity, organization or association. The RETA for such Transfers shall be based upon the fair market value of the Site or Sites at the time of the Transfer. Said RETA shall be due and payable at the time of any such Transfer and contemporaneously therewith as hereinafter specified.

(b) The amount of RETA payable in each case shall be as follows:

(i) Where there is no Consideration or when the Consideration is Five Hundred Dollars ($500) or less, no RETA shall be payable.

(ii) Where the Consideration shall exceed Five Hundred Dollars ($500), the RETA payable shall be three percent (3%) of the Consideration or three percent (3%) of the fair market value of the Property where fair market value is specified elsewhere in Section 5.3 as the basis for the RETA.

(iii) Where fair market value is the basis for a RETA, fair market value of the Site shall be determined by the Association. A transferee may make written objection to the Association's determination of fair market value of a Site within fifteen (15) days after the Association has given notice of such determination, in which event the Association shall obtain a written appraisal, at the transferee's sole expense, from a certified MAI Real Estate appraiser who is familiar with San Miguel County real estate values, and who shall be selected by the Association. The appraisal so obtained shall be binding on both the Association and the transferee. In the event a Transferee fails to object to a determination of fair market value by the Association within fifteen (15) days following notice to the Transferee of such a determination, the transferee shall be deemed to have waived all right of objection concerning fair market value, and the Association's determination of such value shall be binding.

(c) The RETA imposed by this Declaration shall not apply to any of Transfers set forth below, except to the extent that the Association determines that such Transfers are being used for the purpose of improperly avoiding the imposition of the RETA; and provided that all amounts for past due RETA, Assessments or any other amounts, fees, fines, costs, expenses, interest or penalties due and owing to the Association which pertain to the Site that is the subject of the Transfer have been paid in full and a Certificate of Exemption has been issued by the Association. In connection with the issuance of a Certificate of Exemption, the Association shall not grant any RETA exemption and issue a Certificate of Exemption until all past due RETA, Assessments or any other amounts, fees, costs, expenses, or interest due and owing to the Association related to the Site that is the subject of the RETA exemption have been paid in full. In the event that the past due amounts have not been brought current at the time of or contemporaneously with a request for a Certificate of Exemption, then the RETA shall be imposed upon the Transfer that otherwise would have qualified for an exemption from the RETA.

(i) Any Transfers of a Site wherein the Transferee is: (A) a Governmental Entity; (B) the Association; or (C) an Affiliate of the Association.

(ii) The Transfer of a Site to an organization which is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code, as amended, provided that the Board of Directors specifically approves such exemption in each particular case.

(iii) Any Transfer by document, deed, decree or agreement partitioning, terminating or evidencing termination, of a joint tenancy, tenancy in common or other co-ownership in a Site; however, if additional Consideration or value is paid in connection with such partition or termination, the Assessment shall apply and be based upon such additional Consideration.

(iv) Any Transfer of title or change of interest in real property by reason of death, pursuant to a will, the law of descent and distribution, or otherwise.

(v) Transfers made pursuant to reorganization, merger or consolidation of corporations, or by a subsidiary to a parent corporation for no Consideration other than cancellation or surrender of the subsidiary's stock, or Transfers made to a corporation, limited liability company, partnership, limited partnership, joint venture, trust or other association or organization if that association or organization is owned by the Persons by whom such Transfer was made the same relative interest in said association or organization as they had in the real property immediately prior to said Transfer and there is no Consideration other than their respective interests in the new association or organization.

(vi) Any Transfer made and delivered without Consideration for the purpose of: confirming, correcting, modifying or supplementing a Transfer previously made; making minor boundary adjustments; removing clouds of titles; or granting rights-of-way, easements or licenses.

(vii) Any decree or order of a court of record quieting title, determining or resting title, except for a decree of foreclosure, including a final order awarding title pursuant to a condemnation proceeding.

(viii) Any Transfer of cemetery lots.

(ix) Intentionally omitted

(x) Transfers to secure a debt or other obligation or releases other than by foreclosure of a Site which is security for a debt or other obligation.

(xi) An executory contract for the sale of a Site of less than three years duration, under which the Transferee is entitled to or does take possession thereof without acquiring title thereto, or any assignment or cancellation of any such contract.

(xii) A Transfer of title or any lesser interest for the purpose of obtaining financing, or in connection with the design, construction, maintenance or operation of improvements, not intended to effect a permanent alienation of the grantor's interest.

(xiii) Transfers to spouses, natural children and adopted children.

(xiv) Transfers made to or from a corporation, limited liability company, partnership, limited partnership, joint venture, trust or other association or organization to the extent that the

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transferee is owned by the transferor or the transferor is owned by the transferee.

(xv) Transfers to or from a trust if the donor(s) has/have the same relative interest in the trust as they had prior to the Transfer; or if there is no Consideration other than love and affection or charitable donation. Transfers from such a trust conveying or releasing the Site from the trust are also exempt where there is no Consideration.

(xvi) Any Transfer which fulfills all of the following three conditions:

(A) The transferor obtained title to the Site from the transferee.

(B) The Transfer occurred pursuant to a written agreement entered into on or before the date of the deed which conveyed title to the Site from the transferee to the transferor. At a minimum, the agreement shall either (a) allow the transferor to require the transferee to reacquire the Site, or (b) allow the transferee to require the transferor to re-convey the Site to the transferee.

(C) The Transfer occurred on or before 365 days after the transferor obtained title from the transferee.

(xvii) Any of the following Transfers related to foreclosures of security interest in a Site:

(A) A Transfer pursuant to purchase at a foreclosure sale, whereby the mortgagee under a first priority mortgage (or a qualifying assignee of such a mortgage who acquires rights under such mortgage in the ordinary course of business and prior to any default) or the beneficiary under a first priority deed of trust (or the qualifying assignee of such a beneficiary who acquires rights under such deed of trust in the ordinary course of the assignee's business and prior to any default) takes title to Site. For purpose of this Section 5.3(c)(xvii), a qualifying assignee shall be defined as and limited to a Person or entity whose ordinary and regular course of business prior to the Transfer involved acquisition and sale of promissory notes or indebtedness secured by mortgages or deeds of trust. Purchase at foreclosure sale by any Person or entity other than the mortgagee under a first priority deed of trust (or the qualifying assignee of such a beneficiary) shall not be exempt from the RETA.

(B) A Transfer by voluntary conveyance in lieu of foreclosure, whereby the mortgagee, under a first priority mortgage (or the qualifying assignee of such a mortgage who acquires rights under such mortgage in the ordinary course of the assignee's business and prior to any default) or a beneficiary under a first priority deed of trust (or the qualifying assignee of such a beneficiary who acquires rights under such deed of trust in the ordinary course of the assignee's business and prior to any default) takes title to a Site. Such a Transfer shall be deemed a qualifying deed in lieu of foreclosure for purposes of this Section 5.3(c)(xvii)(B), provided that, the transferee submits a sworn affidavit to the Association certifying that the Owner of the Site to be transferred is in default of the obligation which is secured by the Site and that no consideration, other than the forgiveness of the obligation which is secured by the Site, is being given for the Transfer. No other conveyances in lieu of foreclosure shall be exempt from the RETA.

(C) Redemption from foreclosure sale of a Site by any Person shall not be exempt from the RETA.

(xviii) Transfers pursuant to a decree of separation or divorce.

(xix) Transfers to intermediaries for no Consideration for a period not to exceed six (6) months or the time allowed under the Internal Revenue Code to complete a Section 1031 tax free exchange, where such transfer is for lawful and legitimate purposes, and provided the Board of Directors specifically approves such exemption in each particular case.

(xx) Transfers of Sites that have workforce housing zoning designations under the CDC.

(xxi) A Transfer of a Site, pursuant to an exchange of property that is tax-free under the Internal Revenue Code, which is the lower-valued Site in the exchange and in which both Sites that are the subject of the exchange are located in within the Community.

(d) Each Transferee to whom a Transfer is made, which Transfer is subject to the RETA, shall be jointly and severally liable for payment of the RETA. **The Transferee to whom a Transfer is made shall be responsible for remitting the RETA to the Association no more than five (5) business days after the Date of the Transfer.** Unless otherwise approved by the Association in advance, the "**Date of the Transfer**" is the *earlier* of the date set forth in the deed or other conveyance document or the date of recording of the deed or the conveyance document.

(e) In the event of any Transfer claimed to be exempt from the RETA herein imposed, the Transferor or Transferee shall apply for and attempt to obtain from the Association a Certificate of Exemption, which shall be affixed to the deed or other instrument of Transfer. Any request for a Certificate of Exemption shall be in writing on forms prescribed by the Association, shall identify the specific provision set forth in Section 5.3(c) under which the exemption is claimed, and shall include a complete and accurate written description of the Transfer, including a true and complete statement of the actual Consideration for the Transfer, the names of the parties thereto, the legal description of the Site, and shall also include any other documentation regarding the Transfer which the Association may request, including without limitation sworn affidavits. The burden of proving any exemption shall in all cases be upon the Person claiming it, and the Association's determination as to whether a Transfer falls within any of the exemptions provided above shall be final. The Association shall assess the RETA on all Transfers except those falling specifically within the exemptions set forth in Section 5.3(c).

(i) A Certificate of Exemption shall only be issued upon confirmation by the Association that the Transfer properly falls within the exemptions provided in Section 5.3(c) hereof and confirmation by the Association that all past due RETA, assessments and any other amounts due and owing to the Association which are related to the subject Site or the Owner of the Site as of the date of issuance of the Certificate of Exemption have been or will be paid in full.

(ii) Each Transfer of a Site must be accompanied by either (A) the payment of the RETA; or (B) the issuance of a Certificate of Exemption.

(ii) The Transferee shall be responsible for providing the Association with a copy of the Certificate of Exemption recorded in the Official Records.

(f) In the case of any application for an exemption which is not granted before or contemporaneous with a Transfer, the RETA shall be paid as required by this Declaration (five (5) business days after the Date of the Transfer), and payment of that RETA to the Association shall be a mandatory prerequisite to the issuance of a Certificate of Exemption. Thereafter, if a Certificate of Exemption is granted and upon written request to the Association, the Person who has paid said RETA shall be entitled to a refund thereof, without any interest, or for so much of said RETA which shall quality for refunding pursuant to the exemption granted. On a case-by-case basis, escrow of said RETA with a title company may be acceptable, in the Association's sole discretion.

(g) When a Transfer subject to this Declaration includes real property located outside of the Community, the RETA imposed under the authority of this Declaration shall be computed only with respect to that portion of the Transfer located within the Community, and the RETA shall be assessed based on that part of the Consideration fairly attributable to such Site, as shall be determined by the Association in its reasonable discretion.

(h) The RETA imposed herein is due and payable within five (5) business days after the Date of the Transfer. Interest shall accrue at the rate of the higher of eight percent (8%) per annum or the maximum interest rate allowed under CCIOA, from the date the RETA becomes past due to the date of receipt of payment of the RETA.

(i) In the event that any portion of this Section 5.3 is held to be invalid by a court of competent jurisdiction, then the invalid portion shall be deemed to be removed from this Section and all remaining portions of Section 5.3 shall remain in full force and effect.

5.4 ***Time for Payments***. Except as provided in Section 5.3(i), the amount of any RETA, Annual Assessment, Special Assessment, charge, fee, or other amount payable by any Owner, or with respect to an Owner's Site shall become due and payable as specified in this Declaration, the Articles, Bylaws, Rules and Regulations and Policies and Procedures and/or resolutions of the Association, as from time to time are in force and effect. The Association may charge interest on such amounts at the higher of eight percent (8%) per annum or the maximum interest rate allowed under CCIOA.

5.5. ***Assessment Obligation***. Each Owner, by acceptance of a deed to a Site (including a public trustee's or sheriffs deed), whether or not it shall be so expressed in any such deed or other instrument of conveyance, shall be deemed to covenant and agree, to pay to the Association: (1) RETA, (2) Annual Assessments (if levied), (3) Special Assessments (if levied), and (4) any other fees, assessments, charges, interest, and expenses properly charged against a Site or an Owner (collectively the "**Assessments**"). Except as may otherwise be limited under CCIOA, the Assessments, together with interest, late charges, costs, fees, and reasonable attorneys' fees, shall be a continuing lien and security interest upon the Site against which each such Assessment is charged. The obligation for such payments by each Site Owner to the Association is an independent covenant, with all amounts due from time to time payable in full without notice (except as otherwise expressly provided in the Governing Documents) or demand, and without set-off or deduction of any kind or nature. Each Site Owner is liable for Assessments made against such Owner's Site during the Owner's period of ownership of the Site. Each Assessment, together with interest, late charges, costs, fees and reasonable attorneys' fees, shall also be the joint, several and personal obligation of each Person who was an Owner of such Site at the time when the Assessment became due. Upon the transfer of title to a Site, the transferor and the transferee shall be jointly, severally and personally liable for all unpaid Assessments and other charges due to the Association prior to the date of transfer, and the transferee shall be personally liable for all such Assessments and charges becoming due thereafter.

5.6 ***Lien for Assessments and Other Amounts***. The Association shall have a lien against each Site to secure payment of any Assessment, charge, fine or other amount due and owing to the Association by the Owner of such Site under the Governing Documents, plus interest at the rate of the higher of eight percent (8%) per annum or the maximum interest rate allowed under CCIOA from the date due and payable, plus all costs and expenses of collecting the unpaid amount, including reasonable attorney's fees. The lien may be foreclosed in the manner for foreclosures of mortgages in the State of Colorado, and the Owner shall be required to pay the costs and expenses of such proceedings, including but not limited to, reasonable attorney's fees and court costs.

5.7 ***Statutory Lien***. In addition to the lien for assessments set forth in Section 5.6 above, the Association has a statutory lien pursuant to C.R.S §38-33.3-316 on the Site of an Owner for all Assessments levied against such Site from the time the Assessment becomes due. The lien for assessments in Section 5.6 and the statutory lien described in this Section 5.7 shall be referred to collective as the "**Assessment Lien**". Fees, charges, attorneys' fees, and interest charged by the Association pursuant to CCIOA, the Nonprofit Act or the Governing Documents, are enforceable as Assessments. Except as may otherwise be limited under CCIOA, the amount of the lien shall include all such items from the time such items become due. If an Assessment is payable in installments, the Association has an Assessment Lien for each installment from the time it becomes due. An Assessment Lien is extinguished unless proceedings to enforce the lien are instituted within six (6) years after the Assessment becomes due.

5.8 ***Priority of Lien***. Except as may otherwise be provided under CCIOA, an Assessment Lien is prior to all other liens and encumbrances on a Site except as follows:

5.8.1. Liens and encumbrances recorded before the recordation of this Declaration;

5.8.2. A security interest on the Site which has priority over all other security interests on the Site, and which was recorded before the date on which the Assessment sought to be enforced became delinquent. An Assessment Lien is prior to the security interest described in the preceding sentence to the extent of an amount equal to the Annual Assessments which would have become due, in the absence of any acceleration, during the six (6) months immediately preceding institution by the Association or any party holding a lien senior to any part of the Assessment Lien of an action or a nonjudicial foreclosure either to enforce or to extinguish the lien;

5.8.3. Liens for real estate taxes and other governmental assessments or charges against the Site; and

5.8.4. As may otherwise be set forth in CCIOA or the Nonprofit Act.

5.9 In addition to all rights to foreclose on the Assessment Lien by the Association, the Association shall also have all rights and remedies available under Colorado law to file an action or suit to recover all sums owed to the Association. The Association may also accept a deed in lieu of foreclosure. The sale or transfer of any Site shall not affect the lien for an Assessment or the right to pursue an action or suit to recover all sums owed to the Association.

VI. CERTAIN RIGHTS AND OBLIGATIONS OF OWNERS.

6.1 ***Owners Enjoyment of Functions and Facilities***. Each Owner, and the Owner's Guests, tenants and invitees shall be entitled to use and enjoy any Facilities suitable for general use or the services provided by any Functions, subject to such reasonable Rules and Regulations which Association may adopt and subject to such reasonable and uniformly applied charges which Association may impose to offset costs and expenses, depreciation, capital replacement and capital expenses, subject to the provisions of this Declaration and subject to the following specific limitations. Such Rules and Regulations and charges may differentiate between categories of Owners as reasonably established by the Board of Directors from time to time; however, the Rules and Regulations and charges must be uniformly applied within such categories. There shall be no obstruction of any Facility, nor shall anything be stored in or any part of any Facility without the prior written consent of Association. Nothing shall be altered on, constructed in or removed from any Facilities except with the prior written consent of Association. Nothing shall be done or kept on or in any Facilities which would result in the cancellation of the

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insurance or any part thereof which Association is required to maintain pursuant hereto or increase the rate of the insurance or any part thereof over what Association, but for such activity, would pay, without the prior written consent of Association. Nothing shall be done or kept on or in such Facilities which would be in violation of any statute, rule, ordinance, regulation, permit or other requirements of any governmental body. No damage to, or waste of, Facilities shall be committed, and each Owner shall indemnify and hold Association and the other Owners harmless against all loss resulting from any such damage or waste caused by an Owner or the Owner's Guests and/or tenants.

6.2 ***Owners Rights and Obligations Appurtenant.*** Each Owner shall comply with all applicable laws ordinances, codes, orders and regulations of all governmental bodies having jurisdiction over the Community. All rights, easements and obligations of an Owner under this Declaration and the Governing Documents and all rights of an Owner with respect to membership in Association under this Declaration and the Governing Documents are hereby declared to be and shall be appurtenant to the fee simple title to the Site owned by such Owner and may not, except as provided in Section 4.1 and 6.1, be transferred, conveyed, devised, bequeathed, encumbered or otherwise disposed of separate or apart from the fee simple title to a Site. Every transfer, conveyance, grant, devise, bequest, encumbrance or other disposition of a Site shall be deemed to constitute a conveyance, grant, devise, bequest, encumbrance or transfer or disposition of such rights and obligations.

6.3 ***Compliance with Governing Documents.*** Each Owner shall comply strictly with, and shall require the Owner's Guests and tenants to comply strictly with, all of the provisions of the Governing Documents and the decisions and resolutions of the Association or the Board adopted pursuant thereto, as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by the Board in the name of the Association on behalf of the Owners, or in a proper case, by an aggrieved Owner.

VII. RESTRICTIONS APPLICABLE TO PROPERTY.

7.1 ***Restriction on Solid Fuel Burning Devices.*** The number of permits for wood-burning fireplaces or other Solid Fuel Burning Devices shall be limited to one hundred (100) plus the number of permits actually issued by San Miguel County prior to March 10, 1995 (which the County believes is ninety-four (94).

VIII. DENSITY LIMITATIONS AND OPEN SPACE.

8.1 ***Density Limitation.*** The total Density within the boundaries of the original planned unit development for Telluride Mountain Village, as described on the Zoning Map and Preliminary Plat-Master Plan, as approved by the San Miguel County Board of Commissioners on December 17, 1992 and recorded in the real estate records of the San Miguel County Clerk and Recorder's Office at Reception #282099, Plat Book #2, pages 1386-1397, on January 7, 1993, (**"Original P.U.D."**) either platted or banked is 8,027 (8,015 persons from the Original P.U.D. and 12 persons of bonus Employee Density). Density Transfers, Platting/Replatting, and Zoning/Rezoning shall not increase the total density above that cap, except to allow for the creation of additional Multi-Unit Employee Housing, subject to the Town of Mountain Village Employee Housing Restriction. Density allocations for specific uses and parcels within the area encompassed by the Original P.U.D. shall be determined as set forth in Section 2-10 of the Town of Mountain Village Land Use Ordinance as in effect on March 31, 1999, a copy of which is attached hereto as **Exhibit "D-1."**

8.2 ***Open Space.*** Active and Passive Open Space shall be preserved as to acreage and general location, as it presently exists in the Town, and as it is shown on the Town Open Space Map, dated June 16, 1999 and recorded in Book 1, at Page 2603 in the Official Records, subject to an approved but not yet recorded replat of Lots 161A, 161A-1, 161B and 161D. Platted Open Space within the Original P.U.D. shall not be less than sixty percent (60%) of the total acreage within the Original P.U.D., exclusive of the Village Core, which consists of those parcels of real property described on **Exhibit "D-2,"** a copy of which is attached hereto and incorporated herein by reference, as verified by the Town Open Space Recap dated April 16, 1999 and recorded at Reception No. 328115 in the records of the Clerk and Recorder for San Miguel County. Passive Open Space within the Original P.U.D. shall not be reduced below the one hundred fifty-one and three hundred thirty-four thousandths (151.334) acres platted as of July 1, 1999 within the Original P.U.D., but Active Open Space may be reduced if it is replatted as Passive Open Space. Lot line adjustments that affect Open Space are permitted, subject to approval of the Town Council of the Town of Mountain Village and the Owner(s) of the affected property, but only to the extent there is no net loss of Open Space within the Original P.U.D.

IX. AIR QUALITY.

9.1 ***No Coal.*** No coal may be burned within the Telluride Mountain Village. This Section 9.1 shall not preclude the burning of charcoal used only for cooking purposes.

9.2 ***Emission Limits.*** The emission limit for solid fuel burning devices located within the Telluride Mountain Village shall be 150% of the emission rate for the solid fuel burning device having the lowest emission rate under normal operating conditions; provided that such device is determined by Association to be safe, durable, reasonable, attractive, commercially available and within reasonable expense.

X. MISCELLANEOUS:

10.1 ***Duration of Declaration.*** This Declaration shall continue and remain in full force and effect until January 1 in the year 2099 A.D. and thereafter for successive periods of ten years each, unless and until this Declaration is terminated by the Affirmative Vote of All Classes, subject however, to the provisions of Section 10.14 (a) or 10.14(b).

10.2 ***Effect of Provisions of Declaration.*** Each provision of this Declaration, and any agreement, promise, covenant and undertaking to comply with each provision of this Declaration, and any necessary exception or reservation or grant of title, estate, right or interest to effectuate any provision of this Declaration: (a) shall be deemed incorporated in each deed, lease or other instrument by which any right, title or interest in any real property within the Telluride Mountain Village is granted, devised, leased or conveyed, whether or not set forth or referred to in such deed, lease or other instrument; (b) shall, by virtue of acceptance of any right, title or interest in any real property within the Telluride Mountain Village by an Owner or Association, be deemed accepted, ratified, adopted and declared as a personal covenant of such Owner or Association, as the case may be, and, as a personal covenant, shall be binding on such Owner or Association and such Owner's or Association' respective heirs, personal representatives, successors, lessees and assigns, and, as a personal covenant of an Owner shall be deemed a personal covenant to, with and for the benefit of Association but not to, with and for the benefit of any other Owner and, if a personal covenant of Association, shall be deemed a personal covenant to, with and for the benefit of each Owner; (c) shall be deemed an equitable servitude, running, in each case, as a burden with and upon the title to each parcel of real property within the Telluride Mountain Village, and, as a real covenant and also as an equitable servitude, shall be deemed a covenant and servitude for the benefit of all other real property within the Telluride Mountain Village; and (d) shall be deemed a covenant, obligation and restriction secured by a lien, binding, burdening and encumbering the title to each parcel of real property within the Telluride Mountain Village which lien with respect to any Site shall be deemed a lien in favor of Association.

10.3 ***Enforcement and Remedies.*** Each provision of this Declaration with respect to an Owner shall be enforceable by Association or by any Owner who has made written demand on Association to enforce such provision and thirty (30) days have lapsed without appropriate action having been taken by Association, by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, except as may be otherwise limited under CCIOA, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorney fees.

10.4 Intentionally deleted

10.5 ***Protection of Encumbrancer.*** No violation or breach of or failure to comply with, any provision of this Declaration and no action to enforce any such provision shall affect, defeat, render invalid or impair the lien of any mortgage, first deed of trust or other first lien on any Site taken in good faith and for value and perfected by recording in the Official Records, prior to the time of recording in said office of an instrument describing such Site and listing the name or names of the Owner or Owners of fee simple title to the Site and giving notice of such violation, breach or failure to comply; nor shall such violation, breach, failure to comply or action to enforce affect, defeat, render invalid or impair the title or interest of the holder of any such first mortgage, first deed of trust, or other first lien or title or interest acquired by any purchaser upon foreclosure of any such first mortgage, first deed of trust or other first lien or result in any liability, personal or otherwise, of any such holder or purchaser. Any such purchaser upon foreclosure shall, however, take subject to this Declaration with the exception that violations or breaches of, or failures to comply with, any provisions of this Declaration which occurred prior to the vesting of fee simple title in such purchaser shall not be deemed breaches or violations hereof or failures to comply herewith with respect to such purchaser, his heirs, personal representatives, successors or assigns.

10.6 ***Limited Liability.*** Neither San Miguel County, the Association, the Board of Directors. nor any member, agent or employee of any of the same shall be liable to any party for any action for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

10.7 ***Use of Trademark*** Each Owner, by acceptance of a deed for the Owner's Site, whether or not it shall be so expressed in any such deed, or other conveyance, shall be deemed to acknowledge that the "Telluride Mountain Village" is a service mark and trademark of Association, or its licensees, and covenants that he shall not use the term "Telluride Mountain Village" without the prior written permission of Association.

10.8 ***Successors and Assigns.*** Except as otherwise provided herein, this Declaration shall be binding upon and shall inure to the benefit of Association, each Owner and their respective heirs, personal representatives, successors and assigns.

10.9 ***Severability.*** Invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Declaration or the Governing Documents.

10.10 ***Captions.*** The captions and headings in this instrument are for convenience only and shall not be considered in construing any provision of the Declaration.

10.11 ***Construction***. When necessary for proper construction, the masculine of any word used in this Declaration shall include the feminine or neuter gender, and the singular, the plural, and vice versa.

10.12 ***No Waiver.*** Failure to enforce any provision of this Declaration shall not operate as a waiver of any such provision or of any other provision of this Declaration.

10.13 ***Notices.*** Within thirty (30) days after receiving any right, title or interest in any Site within the Community, each Owner shall furnish to Association a mailing address and an email address to which all notices shall be sent pursuant to this Section 10.13. All notices, demands, or writings in this Declaration provide to be given or made or sent that may be given or made or sent by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, certified and postage pre-paid, and addressed to the party at the address filed with Association pursuant to this Section 10.13. The address to which any notice, demand, or writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided. In the event that an Owner does not provide the Association with a mailing address, the Association shall address all notices mailed in the U.S. mail to the address set forth for the Owner's Site in the records of the San Miguel County Treasurer.

10.14 ***Additions, Modifications or Annulment of Declaration.***

(a) ***San Miguel County and Town***. Nothing to the contrary withstanding, the covenants, agreements, conditions, reservations, restrictions and charges created and established in Sections 2.1, 2.6, 2.10, 2.11, 2.12, 2.13, 5.3, 5.4, 5.5, 7.1, 8.1, 8.2, 9.1, 9.2, 10.14(a), and 10.15 for the benefit of the parties named herein, may only be changed, waived, terminated, modified, supplemented, or annulled with the written consent of San Miguel County and the Town. The waiver, change, termination, modification, supplementation or annulment shall become effective upon the recordation in the office of the San Miguel County Clerk and Recorder of a written instrument properly executed by the duly authorized Chairman of the San Miguel County Board of Commissioners, and the Mayor of the Town.

(b) ***Town***. Nothing to the contrary withstanding, the covenants, agreements, conditions, reservations, restrictions and charges created and established in Sections 2.2, 2.4, 3.4, 10.14(b) and 10.16 for the benefit of the parties named herein may only be changed, waived, terminated, modified, supplemented or annulled with the written consent of the Town. The waiver, change, termination, modification, supplementation or annulment shall become effective upon the recordation in the office of the San Miguel County Clerk and Recorder of a written instrument properly executed by the Mayor of the Town.

(c) ***Members***. Except as otherwise provided this Declaration, including Section 10.14 (a) and (b) above, this Declaration, or any provision herein, may be amended at any time upon the Affirmative Vote of All Classes; and provided that Members holding at least 51% of the total available votes in the Association affirmatively approved such amendments. Amendments approved by the Members shall become effective upon the recordation of the amendments in the Official Records.

10.15 ***Declarant's Continuing Responsibility***. The Association, as Declarant, shall be responsible for all of Declarant's obligations, duties or responsibilities imposed upon Declarant pursuant to this Declaration. If the Association assigns or delegates any obligations, duties or responsibilities imposed upon it pursuant to this Declaration, the Association shall nevertheless remain responsible for all such obligations, duties and responsibilities imposed upon the Declarant pursuant to this Declaration.

10.16. ***2023 Settlement Agreement Requirements***. The 2023 Settlement Agreement requires the following provision to be included in this Declaration. This Section 10.16 may only be amended with the written consent of the Town and the Association, without the requirement of the affirmative vote of the Members.

10.16.1 ***Town and Association Representatives.***

a. The Town Council will designate one representative to communicate with the Association and attend Association's meetings on behalf of the Town ("**Town Designated Representative**"). The Town Designated Representative will report to the Town Council. The Town, through the Town Designated Representative, will direct all Town requests to the Association in writing to the Association Designated Representative.

b. The Board of Directors will designate one representative to communicate with the Town and attend Town meetings on behalf of the Association ("**Association Designated Representative**"). The Association Designated Representative will report to the Board of Directors. The Association, through the Association Designated Representative, will direct all of the Association's requests to the Town in writing to the Town's Designated Representative.

10.16.2 ***Limitation on Town.***

a. The Town understands and agrees that it is a Member of the Association and has no right to vote in Association matters. The Town will be exempt from paying Annual Assessments, Special Assessments and Real Estate Transfer for any Sites owned by the Town within the Community. The Town's Membership in the Association is limited to the fact the Town shall have standing to bring a derivative action pursuant to C.R.C.P. 23.1, the right to have the Town Representative attend Board meetings, committee meetings, and Members meetings and to inspect Association records, to the same extent and subject to the same limitations as any other Member.

b. The Town will not assert future claims based on noncompliance of the Association's Governing Documents with CCIOA, subject to changes in CCIOA applicable to preexisting common interest communities, provided, however, this prohibition shall not apply to future amendments to the Association's Governing Documents (if any), to the extent future amendments violate CCIOA as applied to pre-existing CCIOA communities.

c. No appointed or elected Town official and no employee of the Town, in his or her capacity as an official or employee of the Town will (a) nominate, promote, support or oppose any candidate for any Board seat, (b) attempt to influence the outcome of any election for any Board seat or any matter or decision before the Board or subject to a vote of the Members. In the event of breach of this provision, the Association may be entitled to injunctive relief, actual damages, and attorney fees, but such breach shall not operate to invalidate any other provision in the Governing Documents.

10.17 ***Dispute Resolution.***

10.17.1 ***Disputes Between the Parties.*** Any controversy, claim, dispute, or other matter in question (collectively, "**Claim**") between or among the Association, one or more Owners, members of the Board of Directors, or any other Person subject to, or that/who agrees to be bound by, this Declaration, shall, subject to Section 10.17.2 below, be determined by binding arbitration in accordance with Colorado's Uniform Arbitration Act, Colorado Revised Statutes Section 13-22-201, *et seq.*, and the provisions set forth in this Section10.17. Notwithstanding anything in this Section 10.17 to the contrary, a "Claim" shall not include: (a) any action by the Association to collect Assessments or other amounts due from any Owner; (b) any action by the Association to obtain a temporary restraining order or emergency equitable relief and such ancillary relief as a court may deem appropriate to maintain the status quo; (c) any suit between Owners which does not involve the Association as a party, to the extent such suit asserts a cause of action independent of the Governing Documents, or (d) any action in which an indispensable party is not a party bound by this Declaration unless such indispensable party agrees to be bound by this Declaration for purpose of resolution of the Claim. BY ACCEPTING THE DEED TO A SITE, EACH OWNER WAIVES ANY RIGHT TO A JUDICIAL PROCEEDING AND A JURY TRIAL IN CONNECTION WITH THE RESOLUTION OF ANY CLAIM.

10.17.2 ***Mediation.*** Every Claim shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by any party. The parties shall endeavor to resolve Claims between them by mediation, which mediation shall be conducted by the arbitrator selected as provided herein. Request for mediation shall be filed in writing with the other party(ies) and with the arbitrator. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties. The parties shall share the mediator's fee and any filing fees pro rata according to the number of parties. The mediation shall be held in the arbitrator's Colorado offices in or physically closest to Mountain Village, Colorado, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

10.17.3 ***Arbitration.*** All Claims not resolved pursuant to mediation shall be subject to, and decided by, binding arbitration in accordance with the arbitrator's arbitration rules as then currently in effect. The demand for arbitration shall be filed in writing with the other party(ies) and with the arbitrator. The parties shall share the arbitrator's fee and any filing fees pro rata according to the number of parties. A demand for arbitration shall be made within a reasonable time after the Claim has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations. All Claims are subject to the laws and regulations of the State of Colorado and its political subdivisions.

a. Except as otherwise provided herein, no arbitration of any Claim shall include, by consolidation or joinder or in any other manner, any person not an Owner, Declarant, the Association or a Director, except by written consent of one or more parties and any other Person sought to be joined. Consent to arbitration involving an additional Person shall not constitute consent to arbitration of any Claim not described in the written consent or with a Person not named or described therein.

b. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional Person duly consented to by the parties shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

c. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The arbitrator shall award the prevailing party all reasonable costs and expenses, including attorneys' fees, costs and expert witness fees.

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d. The parties may agree upon an arbitrator. If they are unable to agree, the parties will contact the Judicial Arbiter Group or other agreed upon dispute resolution organization or service and will use its procedures to select an arbitrator.

10.17.4. Notwithstanding anything to the contrary in this Section 10.17, in the event that CCIOA is amended to include mandatory dispute resolution provisions, the provisions in CCIOA shall control over this Section 10.17.

10.18 ***Conflicts Between Documents***. In case of conflict between this Declaration and the Articles, the Articles shall control, except to the extent that the Articles conflict with state or federal laws. In case of conflict between the Declaration and the Bylaws, this Declaration shall control. In case of conflict between the Articles and Bylaws, the Articles shall control.

10.19 ***SPECIAL TAXING DISTRICTS.*** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. PURCHASERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

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IN WITNESS WHEREOF, the Association has executed this 2025 Amended and Restated General Declaration of Telluride Mountain Village to be effective as of the date of recordation in the Official Records.

TELLURIDE MOUNTAIN VILLAGE OWNERS ASSOCIATION,
a Colorado non-profit corporation

By: ___________________________________
James R. Royer, Chairman

ATTEST:

By: ______________________
Tim Kunda, Secretary

STATE OF COLORADO)
)ss.
COUNTY OF SAN MIGUEL)

The foregoing instrument was acknowledged before me on the ___ day of _________, 2025, by James R. Royer as Chairman of Telluride Mountain Village Owners Association, a Colorado nonprofit corporation.

WITNESS my hand and official seal.

My Commission Expires: ________

Notary Public

BOARD OF COUNTY COMMISSIONERS OF SAN MIGUEL COUNTY, COLORADO

The Board of County Commissioners of San Miguel County, Colorado hereby approves amendments to Sections 2.1, 2.11, 2.12, 2.13, 2.15, 2.16, 5.3, 5.4, 5.5, 7.1, 8.1, 8.2, 9.1, 9.2, 10.14(a) and 10.15 in the 2002 Amended Declaration, which are now codified in Sections 2.1, 2.6, 2.7, 2.11, 2.12, 2.13, 5.3, 5.4, 5.5, 7.1, 8.1, 8.2, 9.1, 9.2, 10.14(a), and 10.15 in this 2025 Amended and Restated General Declaration of Telluride Mountain Village. .

By: ____

_________________, Chairman

ATTEST:

____

__________________, County Clerk and Recorder

STATE OF COLORADO)
)ss.
COUNTY OF SAN MIGUEL)

The foregoing instrument was acknowledged before me on the ___ day of _________, 2025, by _________________, as Chairman of SAN MIGUEL COUNTY BOARD OF COMMISSIONERS, and by _____________ , as County Clerk and Recorder.

WITNESS my hand and official seal.

My Commission Expires: _________

____
Notary Public

Docusign Envelope ID: 8E8CF66D-55BB-4ADC-A5F7-F21C657282B0

TOWN OF MOUNTAIN VILLAGE, COLORADO, a Colorado home rule municipality

The Town Council of the Town of Mountain Village, Colorado hereby approves all amendments to Sections 2.1, 2.2, 2.4, 2.11, 2.12, 2.13, 2.15, 2.16, 3.19, 5.3, 5.4, 5.5, 7.1, 8.1, 8.2, 9.1, 9.2, 10.14(a), 10.14(b) and 10.15 in the 2002 Amended Declaration, which are now codified in Sections 2.1, 2.3, 2.4, 2.6, 2.10, 2.11, 2.12, 2.13, 3.4, 5.3, 5.4, 5.5, 7.1, 8.1, 8.2, 9.1, 9.2, 10.14(a), 10.14(b) and 10.15 in this 2025 Amended and Restated General Declaration of Telluride Mountain Village.

By: ______________________________
__________________, Mayor

ATTEST:

____
____________________, Town Clerk

STATE OF COLORADO)
)ss.
COUNTY OF SAN MIGUEL)

The foregoing instrument was acknowledged before me on the ___ day of _________, 2025, by ____________________, as Mayor, of the TOWN OF MOUNTAIN VILLAGE, and by __________________, as Town Clerk.

WITNESS my hand and official seal.

My Commission Expires: _________

____
Notary Public

Docusign Envelope ID: 8E8CF66D-55BB-4ADC-A5F7-F21C657282B0

EXHIBIT A
TELLURIDE MOUNTAIN VILLAGE BOUNDARIES LEGAL DESCRIPTION

A tract of land situated in the SE 1/4 of the NE 1/4, and in the NE 1/4 of the SE 1/4, and in the SE 1/4 of the SE 1/4 of Section 32, and in the SE 1/4, and in the SW 1/4, and in the S 1/2 of the NW 1/4 of Section 33, and in the S 1/2 of Section 34 all of Township 43 North, Range 9 West, of the New Mexico Principal Meridian, and in the S 1/ 2 of the NW 1/ 4, and in the N 1/2 of the SW 1/4 of Section 2, and in the NE 1/4, and in the NW 1/4, and in the SW 1/4, and in the W 1/2 of the SE 1/4, and in the NE 1/4 of the SE 1/4 of Section 3, and in the NE 1/4, and in the NW 1/4, and in the SE 1/ 4, and in the E 1/ 2 of the SW 1/4 of Section 4, and in the E 1/ 2 of the NE 1/ 4, and in the NE 1/4 of the SE 1/4 of Section 5, and in the NE 1/4 of Section 9, and in the N 1/2 of Section 10, all of Township 42 North, Range 9 West, of the New Mexico Principal Meridian, County of San Miguel, State of Colorado, being more fully described as follows:

Beginning at the NE corner of said Section 3;

1. Thence S 01° 26' 44" W, 1324.71 feet;
2. Thence S 88° 51' 40 " E, 2621.67 feel along the north line of the S 1/2 of the NW 1/4 of said Section 2;
3. Thence S 01° 20' 26" W, 1968.01 feet along the N-S quarter line of said Section 2;
4. Thence N 88° 48' 42" W, 361.04 feet along the south line of the N 1/ 2 of the N 1/2 of the SW 1/4 of said Section 2;
5. Thence S 14° 04' 13" W, 65.23 feet along the boundary of Water Tank Tract 2 as recorded in Plat Book 1, Page 1259, in the office of the Clerk and Recorder of said San Miguel County;
6. Thence N 69° 50' 43" W, 60.48 feet;
7. Thence N 08° 31' 51" E, 44.29 feet;
8. Thence N 88° 48' 42" W, 2193.23 feet along the south line of the N 1/2 of the N 1/2 of the SW 1/4 of said Section 2;
11. Thence N 88° 46' 15" W, 658.96 feet;
12. Thence S 01° 21' 12" W, 656.08 feet;
13. Thence S 01° 11' 55" W, 1320.32 feet;
14. Thence S 03° 21' 00" W, 633.29 feet;
15. Thence N 89° 08' 22" W, 657.57 feet;
16. Thence S 02° 43' 56" W, 1274.21 feet;
17. Thence N 89° 51' 50" W, 1288.44 feet;
18. Thence N 89° 50' 52" W, 998.24 feet;
19. Thence S 13° 26' 55" W, 176 .6 1 feet along the boundary of Water Tank Tract 1 as recorded in Plat Book 1, Page 1260, in the office of the Clerk and Recorder of said San Miguel County;
20. Thence N 81° 35' 10" W, 160.00 feet;
21. Thence N 12° 44' 52" E, 90.00 feet;
22. Thence N 57° 34' 18" E, 113.38 feet;
23. Thence N 89° 50' 52" W, 232.10 feet;
24. Thence N 89° 50' 54" W, 1312.12 feet;
25. Thence N 88° 32' 03" W, 1317.91 feet;
26 . Thence N 88° 32' 03" W, 1313.26 feet;
27. Thence N 01° 00' 37" E, 662.51 feet;
28. Thence N 01° 00' 37" E, 1325.02 feet;
29. Thence N 29° 29' 23" E, 5.00 feet;
30. Thence N 74° 07' 32' W, 382.76 feet along the boundary of the Telluride Ski Ranches Filing 3;
31. Thence N 01° 16' 53" E, 210.49 feet;
32. Thence N 28° 25' 24" E, 424.23 feet;
33. Thence N 14° 23' 03" W, 239.04 feet;
34. Thence N 14° 50' 59" W, 50.00 feet;

35. Thence N 35° 13' 23" E, 50.00 feet;
36. Thence N 01° 39' 23" W, 264.21 feet;
37. Thence N 89° 03' 01" E, 50.03 feet;
38. Thence N 09° 33' 01" E, 417.52 feet;
39. Thence N 04° 42' 32" W, 264.84 feet;
40. Thence N 04° 38' 57" W, 225.00 feet;
41. Thence N 56° 30' 53" E, 207.49 feet;
42. Thence N 36° 13' 23" E, 58.68 feet;
43. Thence N 44° 45' 00" E, 157.10 feet;
44. Thence N 09° 49' 30" E, 231.62 feel;
45. Thence N 17° 18' 55" W, 118.36 feet;
46. Thence N 09° 13' 23" W, 190.79 feet;
47. Thence N 09° 28' 32" W, 68.38 feet;
48. Thence N 74° 47' 52" W, 177.17 feet;
49. Thence N 44° 12' 16" W, 95.26 feet;
50. Thence N 35° 37' 50" W, 34.28 feet;
51. Thence N 35° 54' 37" W, 156.05 feet;
52. Thence N 07° 43' 43" E, 93.26 feet;
53. Thence N 17° 37' 30" E, 63.00 feet;
54. Thence N 18° 01' 15" E, 50.74 feet;
55. Thence N 88° 39' 11" W, 193.15 feet;
56. Thence N 88° 39' 10" W, 310.00 feet;
57. Thence S 85° 18' 31" W, 369.26 feet;
58. Thence S 79° 18' 50" W, 309.02 feet;
59. Thence S 65° 40' 21" W, 168.00 feet;
60. Thence S 65° 40' 20" W, 141.39 feet;
61. Thence S 59° 17' 12" W, 434.09 feet;
62. Thence S 82° 48' 41" W, 40.00 feet;
63. Thence S 82° 50' 16" W, 86.40 feet;
64. Thence N 19° 03' 36" W, 127.92 feet;
65. Thence N 17° 29' 51" E, 60.00 feet;
66. Thence N 06° 24' 39" W, 344.22 feet;
67. Thence N 88° 34' 01" W, 289.43 feet;
68. Thence S 45° 09' 12" W, 459.69 feet;
69. Thence S 80° 20' 20" W, 569.47 feet;
70. Thence S 04° 09' 04" E, 360.09 feet;
71. Thence S 30° 46' 49" W, 974.20 feet;
72 Thence S 19° 41' 14" W, 206.34 feet;
73. Thence N 53° 39' 20" W, 40.35 feet;
74. Thence N 17° 43' 05" E, 557.14 feet along the easterly Right-of-Way of State Highway 145;
75. Thence N 26° 15' 06" E, 101.02 feet;
76. Thence N 17° 43' 06" E, 420.56 feet;
77. Thence N 18° 57' 51" E, 194.57 feet;
78. Thence northerly 18. 79 feet along the arc of a circular curve concave to the east with a radius of 1357.40 feet and a delta of 00° 47' 36" and a chord bearing of N 22° 02' 52" E, 18.79 feet;
79. Thence N 25° 07' 52" E, 194.57 feet;
80. Thence N 19° 02' 52" E, 116.47 feet;
81. Thence N 26° 29' 48" E, 204.72 feet;
82. Thence N 17° 29' 51" E, 104 .75 feet;
83. Thence northerly 227 .00 feet along the arc of a circular curve concave to the west with of radius of 1014.90 feet a delta of 12° 48' 54" and a chord bearing N 11° 20' 19" E, 226.53 feet;
84. Thence N 04° 39' 51" E, 104.75 feet;
85. Thence N 04° 20' 09" W, 204.72 feet;

86. Thence N 02° 15' 34" E, 130.42 feet;
87. Thence N 04° 20' 20" W, 668.37 feet;
88. Thence N 02° 13' 10" W, 241.23 feet;
89. Thence northerly 188.53 feet along the arc of a circular curve concave to the east with a radius of 1070.90 feet end a delta of 10° 05' 13" and a chord bearing of N 06° 58' 37" E, 188.29 feet;
90. Thence N 16° 18' 50" E, 241.23 feet;
91. Thence N 18° 20' 40" E, 228.97 feet;
92. Thence N 24° 19' 40 " E, 239.86 feet;
93. Thence N 18° 16' 45" E, 310.20 feet;
94. Thence N 11° 07' 15" W, 98.87 feet;
95. Thence N 11° 07' 15" W, 73.37 feet;
96. Thence northerly 97.79 feet along the arc of a circular curve concave to the west with a radius of 484.62 feet a delta of 11° 33' 40" and a chord bearing N 16° 54' 05" W, 97.62 feet;
97. Thence N 22° 40' 55" W, 88.82 feet;
97. Thence N 22° 40' 55" W, 88.82 feet;
98. Thence N 22° 11' 43" W, 80.53 feet;
99. Thence N 51° 51' 02" W, 537.73 feet;
100. Thence N 81° 36' 37" E, 2777.93 feet along the southerly line of the Boston Placer M.S. #2019, of the Upper San Miguel Mining District, of said San Miguel County;
101. Thence N 07° 27' 20" W, 451.86 feet;
102. Thence S 88° 35' 49" E, 1230.71 feet;
103. Thence S 88° 35' 45" E, 2641.14 feet;
104. Thence S 06° 38' 31" W, 910.24 feet;
105. Thence S 88° 35' 31" E, 2644.23 feet;
106. Thence S 88° 36' 39" E, 1182.27 feet;
107. Thence S 06° 38' 31" W, 412.50 feet;
108. Thence S 88° 36' 49" E, 1441.95 feet;
109. Thence S 06° 43' 24" W, 1324.02 feet to the point of beginning.

Also: All of Boston Commons, Lawson Hill, Phase 3, as recorded in Plat Book 1, Page 1456, in the office of the Clerk and Recorder of said San Miguel County.

corresponding increase or decrease in the acreage of contiguous Active Open Space. The increase or decrease in acreage shall not affect the density of the Lot. Any adjustment requires the review of the DRB, and approval of Telski and the Town Council, and must take into consideration the impact on neighboring properties. The adjustment is a one time only increase or decrease and shall cause the "TF" designation to be removed. Any Lot line adjustments pursuant to the "TF" designation shall require the Lot to be replatted.

2-6 Building Official is the Town official responsible for administration and enforcement of all applicable building codes and the issuance of Building Permits.

2-7 Commercial designates a Lot or Condominium Unit which by right may be used for a broad range of commercial operations and services. Allowed retail and service operations include, but are not limited to, the following: sale of food, beverages, dry goods, furniture, appliances, bakery, automotive and vehicular equipment, hardware, sporting goods, clothing, building materials, garden supplies, equipment rental and plant materials, personal services establishments, including banks, barber and beauty shops, libraries and other civic facilities, laundry or dry-cleaning plants servicing individuals only, laundromat, mortuary, photo studio, shoe repair, tailor shop, bowling alley, electronic game center, restaurant, cocktail lounge, private reading club, theater, movie house, roller skating establishment, ice skating establishment and indoor recreation, general service establishments, including service of automobiles, vehicular rental and repair shops, hotel/motel/lodges, boarding and rooming houses, business and professional offices, arts and crafts studios, dental and medical clinics, employee housing, transportation systems, including all directly related structures and facilities.

2-8 Condominium Lot is a Lot which shall be used for the construction of Condominium Units. Condominium Lots which have six (6) or more Condominium Units have the right to provide a Commercial restaurant and bar.

2-9 Condominium Unit is an individual unit within a common interest community in which portions of the real estate are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of the separate ownership portions.

2-10 Density refers to the population equivalents that have been established for each type of dwelling unit or zoning designation as follows:

Zoning Designation	Density
Single Family	4.0
Subdividable Duplex	8.0
Non-Subdividable duplex	6.5
Condominium	3.0
Hotel	1.5
Hotel Efficiency	2.0
Employee Condominium	3.0
Employee Apartment	3.0
Employee Dorm	1.0
Lodge Unit	0.75
Efficiency Lodge Unit	0.50

Village Core
June 27, 1999

EXHIBIT D-2

Lot No.

27a
28
29a
29b
29c
29d
29e
29f
29g
33
34
35
37
38
41
42a
42b
43
50a
50b
50c
51
52
59
60ra
60rb
61r
61b
61cd
65
67
68
69r1
69r2
71r
73
76
77r
78r
79r
80r
81a
81b
81c
82r
83r
84r
85r
86r
87r
88r
105r
106r

Village Core
June 27, 1999

	Lot No.
	108
	109
	110
	129
	129a1
	129a2
a portion of	161CR
	Open Space
a portion of	OS-3
a portion of	OS-3B
a portion of	OS-3C
a portion of	OS-4
a portion of	Roads in Village Core

Total Lots & Open Space 27.439 Acres

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SAN MIGUEL COUNTY, COLORADO, APPROVING AN AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE DEEP CREEK MESA RANCH SUBDIVISION AND PLANNED UNIT DEVELOPMENT ELIMINATING THE REQUIREMENT FOR BERMING

Resolution 2025 - 31

WHEREAS, Tom Kennedy, Attorney, "Applicant", on behalf of Genesee Properties, Inc., a Wyoming Corporation, owner of the Deep Creek Mesa Ranch Subdivision, "Property", consisting of 15 home sites on approximately 91.18 acres, located on Deep Creek Mesa south of the Airport Road and adjacent to the Aldasoro Ranch Subdivision, more particularly as shown on Exhibit "A", Legal Description, has submitted an application proposing revisions to previous County Approvals to eliminate the requirement to install five (5) earthen berms, "Berms" on certain sites and locations of the Property; and

WHEREAS, as used herein the term Berm(s) means and refers to Berm 1, Berm 2, Berm 3, Berm 4 and Berm 5 together with any such other berms as identified as proposed berming as noted in the Deep Creek Mesa Ridgeline Compliance Report, including, but not limited to those Berms note on the attached Exhibit "B" to this resolution;

WHEREAS, the County Approvals authorized the Property to be final platted under the name of the Deep Creek Mesa Ranch Subdivision, and the County Approvals are described in the various following documents:

(1) Final Record Plat for the Deep Creek Mesa Ranch Subdivision, Planned Community, recorded on December 29, 2016 in Reception No. 445785;

(2) Development Agreement for the Deep Creek Mesa Ranch Subdivision/Planned Unit Development recorded on December 29, 2016 in Reception No. 445786;

(3) Subdivision Improvement Agreement (SIA) (Deep Creek Mesa Ranch Subdivision/PUD) recorded on December 29, 2016 in Reception No. 445787;

(4) Declaration of Covenants, Conditions and Restrictions for the Deep Creek Mesa Ranch Subdivision/PUD recorded on December 29, 2016 in Reception No. 445788; and;

WHEREAS, the Development Agreement set out terms and conditions associated with the development to ensure the development complies with the terms and conditions of the County Approvals;

WHEREAS, the County Approvals contemplated and required the Applicant to install the infrastructure (including the Berms) needed to serve and accommodate the future use and development of the fifteen lots in the project as provided for in the SIA;

WHEREAS, the application was referred to the County Attorney, County Manager, County Deputy Manager, and County Road and Bridge Director; and

WHEREAS, a list of the items included in the Public Meeting Record is attached to this resolution as Exhibit "C" ; and

WHEREAS, the Board of County Commissioners considered this application, along with relevant evidence and testimony, on Wednesday, October 15, 2025.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of San Miguel County, Colorado, approves the First Amendment to the Development Agreement for the Deep Creek Mesa Ranch Subdivision/Planned Unit Development that removes the requirement for placement and construction of any and all berms by the Developer or any other person or party, finding that the environmental benefits of not constructing the berms in terms of minimizing the dirt imported to the job site, the hours of machinery operation, and surface disturbance of the site are benefits to the public and outweigh the potential partial visibility and ridgelining of homesites on Lots 1-4 and Lots 11-15 from the traveling public on Highway 145 and County Road T60 (Airport Road). The Board further finds that the homesites on lots in Deep Creek Mesa Ranch are located further from view corridors than those homes visible from Highway 145 and County Road T60 located in the Last Dollar PUD and Lot 165 Aldasoro Ranch. Development on these lots that are potentially visible are restricted in height to reduce visibility and the ridgeline restrictions would still apply.

APPROVED AND ADOPTED this 15th day of October, 2025, at Telluride, Colorado.

BOARD OF COUNTY COMMISSIONERS
SAN MIGUEL COUNTY, COLORADO

By: Anne Brown
Anne Brown, Chair

Vote:					
	Anne Brown	<u>Aye</u>	Nay	Abstain	Absent
	Galena Gleason	<u>Aye</u>	Nay	Abstain	Absent
	Lance Waring	<u>Aye</u>	Nay	Abstain	Absent

ATTEST:

By: Carmen Warfield
Carmen Warfield, Chief Deputy Clerk

EXHIBIT "A" Legal Description
EXHIBIT "B" Berm Map
EXHIBIT "C" Public Meeting Record list

Docusign Envelope ID: 9A2B3316-A8F7-40B9-9197-9DD09B491673

EXHIBIT "A"

LEGAL DESCRIPTION:

LOTS 1 THROUGH 15 (INCLUSIVE) AND ASSOCIATION PARCELS 1 THROUGH 5 (INCLUSIVE), DEEP CREEK MESA RANCH SUBDIVISION/PUD, ACCORDING TO THE PLAT RECORDED DECEMBER 30, 2016 IN PLAT BOOK 1 AT PAGE 4876 AND THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE DEEP CREEK MESA RANCH SUBDIVISION/PUD RECORDED DECEMBER 30, 2016 UNDER RECEPTION NO. 445788, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

EXHIBIT "B"

BERM LOCATION MAP

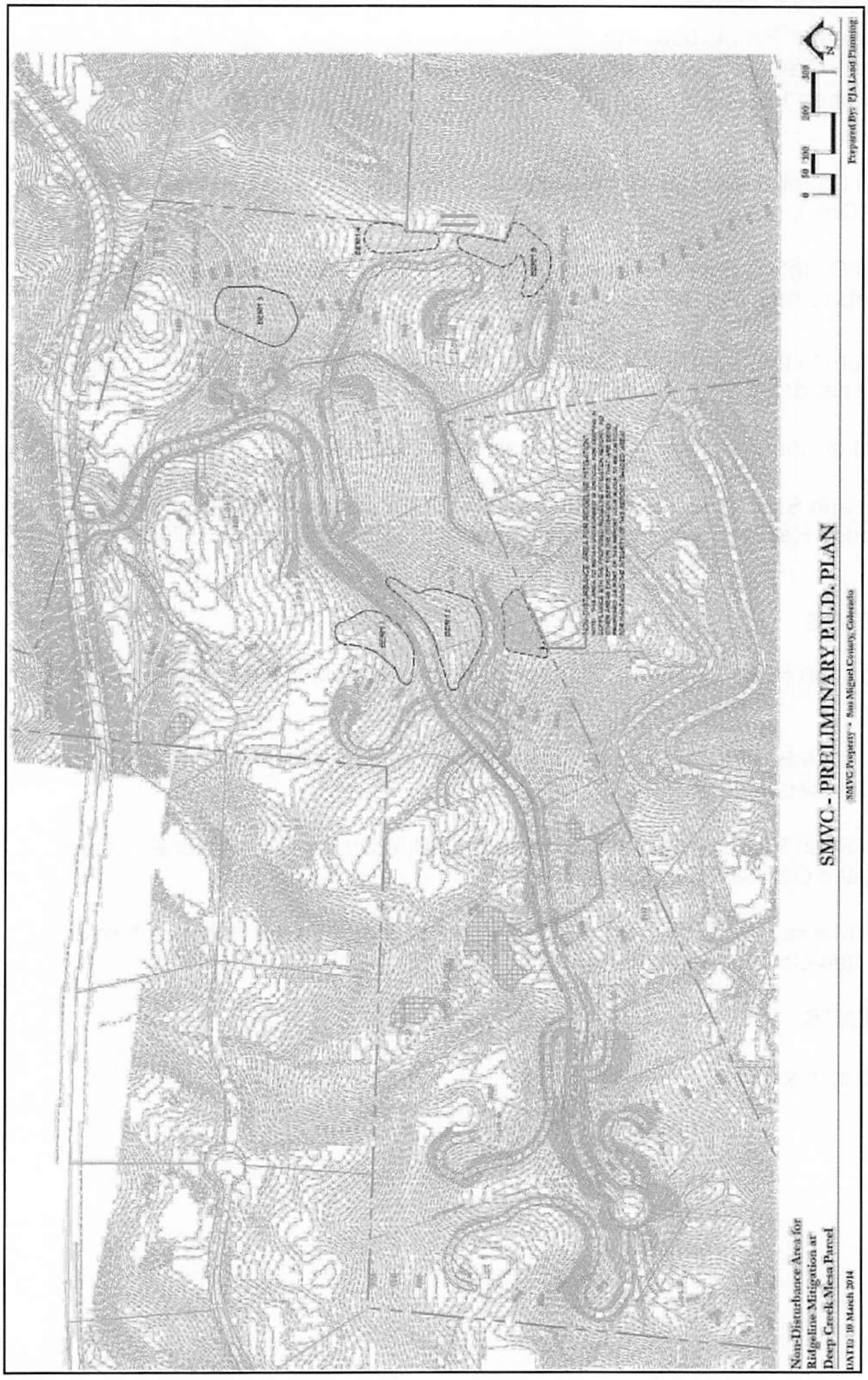

EXHIBIT "C"

PUBLIC MEETING RECORD
Board of County Commissioners
Application: Genesee Properties, Inc.
Deep Creek Mesa Ranch Mitigation Berms
Date: October 15, 2025

1. San Miguel County Land Use Code (Adopted 11/30/90) with all amendments to date (By Reference Only).

2. San Miguel County Comprehensive Development Plan (Adopted 8/3/78) with all amendments to date (By Reference Only).

3. Memorandum to the San Miguel County Board of Commissioners from John Huebner, Senior Planner dated October 15, 2025.

4. Draft Board of County Commissioner Resolution #2025-31.

5. Application and Supplements submitted by SWCA Environmental Consultants on behalf of the Telluride Regional Airport dated December 3, 2024, February 25, 2025 and April 23, 2025.

AGENCY COMMENTS

6. Email from John Huebner, Senior Planner, to Review Agencies dated September 29, 2025.

7. Email from Mike Bordogna, SMC County Manager, to John Huebner, Senior Planner, dated September 30, 2025.

8. Email from Ryan Righetti, SMC Road and Bridge Director, to John Huebner, Senior Planner, dated October 2, 2025.

9. Email from Maura Boylan (Fahey), SMC County Attorney, to John Huebner, Senior Planner, dated October 3, 2025.

AGENCY COMMENTS

None received at this time

**RESOLUTION OF THE BOARD OF COMMISSIONERS,
SAN MIGUEL COUNTY, COLORADO,
GRANTING A WEST END SUBDIVISION EXEMPTION FOR BRUCE HANKINS
ON PARCEL #479910400014**

Resolution 2025-32

WHEREAS, Savannah Lytle, Geoff Engineering, submitted an application on behalf of Bruce Hankins, Applicant, and owner of parcel #479910400014, seeking a West End Subdivision Exemption to create four (4) lots from parcel #479910400014. The purpose of the West End Subdivision Exemption is to divide this larger lot into smaller lots for development. The parcel is 32.15 acres and is zoned West End (WE). The parcels are located near the intersection of Highway 141 and County Road H1;

WHEREAS, this West End Subdivision Exemption creates Lot 1, 8.257 acres, Lot 2, 9.083 acres, Lot 3, 7.372 acres and Lot 4, 7.374 acres;

WHEREAS, a West End Subdivision Exemption Line may be approved via One-Step Board of County Commissioner Review pursuant to Land Use Code Sections 3-501 B.I.b. and 5-1211 West End;

WHEREAS, the application was referred to the County Attorney, County Manager, Deputy County Manager, County Surveyor, County Road and Bridge Director, Colorado Department of Transportation, and the Egnar Fire District for review and comment;

WHEREAS, the Applicant sent Notice of the application and the Board of County Commissioners (BOCC) public hearing to be held on October 15, 2025 to all property owners within 500 feet of the subject parcel, and posted a sign on the property by September 5, 2025 noticing the proposed West End Subdivision Exemption and the BOCC meeting to be held on October 15, 2025;

WHEREAS, a Public Hearing Notice for the proposed West End Subdivision Exemption application and the Board of County Commissioners meeting to be held on October 15, 2025 was published in the Telluride Daily Planet and Norwood Post on September 26, 2025;

WHEREAS, a list of the items included in the Public Hearing Record is attached to this resolution as Exhibit "C";

WHEREAS, the Board of Commissioners of San Miguel County, Colorado, considered this application, along with relevant evidence and testimony, at a public hearing held in Telluride and on-line on Wednesday, October 15, 2025.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of San Miguel County, Colorado, approves the West End Subdivision Exemption to split parcel #479910400014 into four (4) lots finding the proposed West End Subdivision Exemption is in compliance with all applicable Land Use Code standards in Section 5-1211, West End

Subdivision Exemption, including submission of a revised final plat that complies with final plat submission contents required in the Land Use Code, and with the following conditions:

1. Submission of a final plat which address's all 20 of Dave Foley, County Surveyors, comments, received September 13, 2025.

2. The applicant shall obtain an access permit from the Colorado Department of Transportation for access of off State Highway 141.

3. Prior to construction on any of the lots a development permit will be obtained with the county as well as approval from Road and Bridge for access off of County Road H1.

DONE AND APPROVED by the Board of County Commissioners of San Miguel County, Colorado, on October 15, 2025.

SAN MIGUEL COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS

By: Anne Brown
Anne Brown, Chair

Vote:					
	Anne Brown	Aye	Nay	Abstain	Absent
	Galena Gleason	Aye	Nay	Abstain	Absent
	Lance Waring	Aye	Nay	Abstain	Absent

ATTEST:

By: Carmen Warfield
Carmen Warfield, Chief Deputy Clerk

EXHIBIT "A" Legal Description

EXHIBIT "B" Plat

EXHIBIT "C" Public Hearing Record

EXHIBIT "A"

Legal Description

Parcel #479910400014

SE4SE4 SEC 10 T42N R19W NMPM SMC CO LESS HWY ROW AND 5AC TRACT

EXHIBIT "B"

Plat

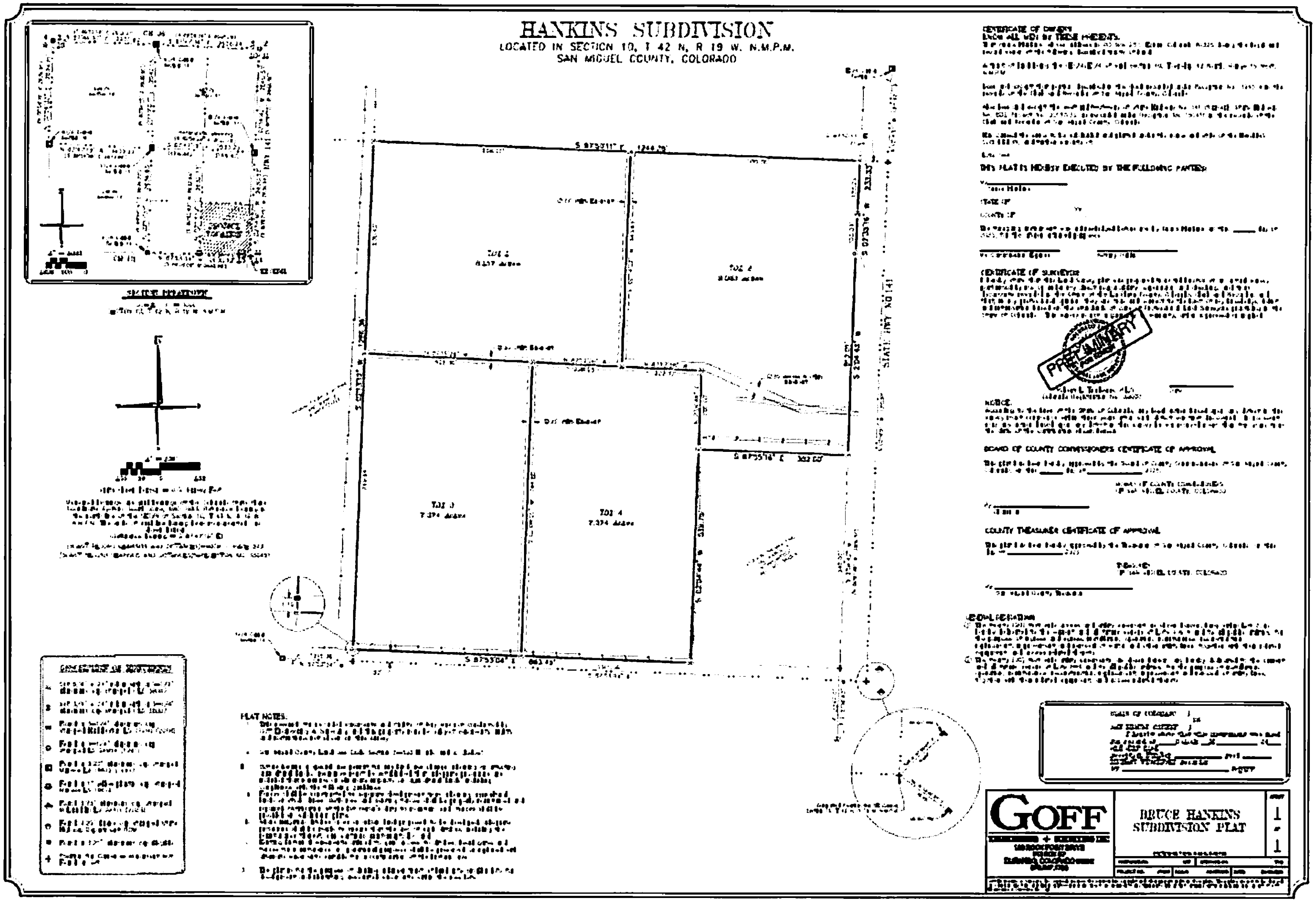

EXHIBIT "C"

Public Hearing Record
San Miguel County Board of Commissioners
Application: Savannah Lytle on behalf of Bruce Hankins
West End Subdivision Exemption Parcel #479910400014
Date: October 15, 2025

1. San Miguel County Land Use Code (Adopted 11/30/90) with all amendments to date (By Reference Only).

2. San Miguel County Comprehensive Development Plan (Adopted 8/3/78) with all amendments to date (By Reference Only).

3. Memorandum to the San Miguel County Board of County Commissioners from Nicola Kerr, Associate Planner dated October 15, 2025.

4. Draft Resolution 2025-32 of the County Board of Commissioners, San Miguel County, Colorado, Granting a West End Subdivision Exemption for Bruce Hankins, parcel #479910400014.

5. Public Hearing Notice published in the Norwood Post and Telluride Daily Planet on Friday, September 26, 2025.

6. Application submitted by Savannah Lytle, on behalf of Bruce Hankins (Applicant) and owner of parcel #479910400014, August 19, 2025

7. "Certification of Compliance with the Public Noticing Requirements" of the San Miguel County LUC Section 3-9 and of C.R.S. § 24-65.5-103(1) dated September 5, 2025.

AGENCY COMMENTS

8. Email from Nicola Kerr, Associate Planner, to Referral Agencies dated September 8, 2025.

9. Letter from J David Foley, County Surveyor, to Nicola Kerr, Associate Planner dated September 13, 2025.

10. Email from Daniel Roussin, CDOT, to Nicola Kerr, Associate Planner dated September 16, 2025.

11. Email from Mike Bordogna, County Manager, to Nicola Kerr, Associate Planner dated September 9, 2025.

PUBLIC COMMENT

None received