

243734

SUMMIT COUNTY  
CLERK AND RECORDER

AUG 13 12 35 PM '82  
ARLYS H. WARD

PRELIMINARY DEVELOPMENT PLAN  
FOR  
MOUNTAIN SIDE P.U.D.

This written statement (the "Statement") together with the site plan (the "Site Plan"), which is dated May 11, 1982, prepared by Junge, Reich, Heinze & Magee, Architecture & Planning Professional Corporation, which is incorporated herein by reference, constitute the preliminary development plan (the "Preliminary Plan") for the planned unit development of a subdivision to be platted under the name of Mountain Side P.U.D. (the "Planned Unit"), pursuant to the Code of the Town of Frisco (the "Code"), as adopted August 5, 1980, by Ordinance No. 80-20 and as subsequently amended.

1. OWNERSHIP AND LEGAL DESCRIPTION:

1.01 All of the land included in the Planned Unit is currently owned by Feldman & Simpson Investments, a Colorado general partnership, but will be conveyed to Miner's Creek Associates, a Colorado limited partnership (hereinafter the "Owner"), prior to commencement of development hereunder.

1.02 The land included in the Planned Unit is located within the Town of Frisco, Colorado (the "Town") and is legally described as set forth in attached Exhibit A, which is incorporated herein by reference.

2. REZONING AND SUBDIVISION PROCEEDINGS:

2.01 Pursuant to the Code, the Owner has commenced proceedings to change the current zone district boundaries of the Planned Unit so that the Planned Unit is rezoned to a Planned Unit Development District ("P.U.D.") as is defined in Article XII, Chapter 180, of the Code.

2.02 In conjunction with the proceedings referred to in paragraph 2.01 herein, the Owner has submitted the Site Plan as a sketch plan and other information, in accordance with Chapter 157 of the Code, which details a proposed resubdivision of the Planned Unit, including the vacation of existing, and the dedication of new, rights of way and easements for streets, drainage, and utilities.

3. FINAL PLAT:

3.01 The plat (the "Final Plat") of the Planned Unit which subdivides the Planned Unit in conformance with the Site

Plan dated May 20, 1982, prepared by Backlund Land Surveys, which is incorporated herein by reference shall be the Final Plat of the Planned Unit, as described in Chapter 157 of the Code.

4. OBJECTIVE AND STATED INTENTIONS:

4.01 It is the intent of the Town to cause the development of land included in the Planned Unit in the manner set forth in the Preliminary Plan.

4.02 With the unique location of the Planned Unit and the view corridors to the west and south in mind, the Town, in conjunction with the Owner, has developed the Preliminary Plan to achieve the objectives hereinafter set forth. Such objectives are intended as guidelines for the future development of the Planned Unit and are intended to assure that such development is in harmony overall with the concepts in the Preliminary Plan and is in harmony with each portion constituting a part thereof. Such objectives are as follows:

(a) Throughout the Planned Unit, reasonable consideration shall be given to the placement and design of buildings to ensure that view corridors of the surrounding mountains are maintained throughout the Planned Unit to the west and south. The eight condominium buildings have been massed to the south and west to ensure they do not unreasonably block views of the mountain range.

(b) Throughout the Planned Unit, reasonable consideration shall be given to the placement of the eight condominium buildings to locate them against the mountain with sufficient setback from the adjacent rights of way to minimize their impact and bulk. The single family duplex, triplex and fourplex townhouse lots are placed between the existing Town and the condominium structures to achieve an orderly progression of existing Town development into the Planned Unit.

(c) Size, placement and height of all structures located in the Planned Unit shall provide a transition from existing Town development along the north property line to more dense development to the south and west of the property.

(d) Stages 2, 3, 4, 5, 6, 7 and 8 (hereinafter defined) of the Planned Unit have minimum open space requirements which must be met as a prerequisite for Site Plan approval. These open space areas shall be designed to enhance the overall development of the Stage (hereinafter defined) as well as the Planned Unit. In no instance, shall such minimum open space areas be used for parking or lie within a building's footprint, including that created by any kind of overhang. Additionally,

such minimum open space cannot utilize areas which are designated as wetlands or waterways and shall not contain active recreational facilities.

(e) The provision for bike paths and pedestrian easements throughout the Planned Unit is important. Therefore, the Town has provided bike paths and pedestrian access easements in reasonable quantities and locations to achieve this objective and to integrate them into the master plan for bike paths and pedestrian easements as set forth in the "Parks and Recreation Plan for the Town of Frisco". Such bike paths shall be in conformance with the standard for bike paths adopted by the Town.

(f) Landscaping shall blend in which the natural environment to minimize visual impact of the condominium buildings, and paved parking areas. Berms, ranging in height from 3 to 5 feet shall be located between each condominium building and adjacent streets. Plant material shall include native pine and aspen trees of reasonable size to assist in the visual screening. All landscaping plans shall be substantial enough to achieve these objectives.

(g) Structures in the Planned Unit will be designed so as to blend with the existing environs and the surrounding land uses and to reflect the character of the mountain environment. The materials, textures, and colors of such products shall reflect earthen tones or blends thereof (hereinafter defined).

4.03 It is the intent of the Town to allow the Owner the maximum utilization of each Stage (hereinafter defined) for the construction of buildings thereon within the parameters set forth in paragraph 9 hereof, provided that such buildings and the balance of the development of the Stage (hereinafter defined) are of a sufficiently high quality of design and construction to compensate for such utilization.

## 5. DEVELOPMENT SCHEDULE:

5.01 The Planned Unit is comprised of nine (9) different stages (singularly: a "Stage" and in combinations of two or more, the "Stages"). Each Stage is a separate geographic area on the Site Plan and can be described as follows:

<u>Stage Number</u>	<u>Geographic Area Description</u>
Stage 1	All improvements shown on the Site Plan and described in Paragraph 3 of the Infrastructure Agreement between the Town and Owner.

Stage 2	Tract C
Stage 3	Tract D
Stage 4	Tract E
Stage 5	Any and All Single Family Lots
Stage 6	Any and All Duplex Lots
Stage 7	Any and All Triplex Lots
Stage 8	Any and All Fourplex Lots
Stage 9	Outlot B
Stage 10	Outlot A

5.02 Subject to the requirements of paragraphs 5.03 and 5.04, each Stage may be developed alone or in combination with one or more other Stages and each Stage may be developed in any order without the commencement, completion, or occupancy of the development of one or more of the Stages being a prerequisite for the commencement, completion, or occupancy of improvements on one or more of the other Stages.

5.03 Within eighteen (18) months following the approval of the Final Plat by the Board of Trustees of the Town of Frisco (the "Board"), or sooner at the discretion of the Owner, the Owner shall commence the construction of Stage 1, in accordance with the written agreement (the "Infrastructure Agreement") of even date herewith, between the Town and the Owner pertaining to the proposed infrastructure for the Planned Unit, which agreement is incorporated herein by reference. Prior to such commencement of the construction of Stage 1, the Owner shall not commence the construction of any Stage other than Stage 1. Owner shall complete all improvements specified in the Infrastructure Agreement within three years of commencement of construction. Prior to the time the improvements as specified in Stage 1 of the Infrastructure Agreement are completed, Owner may commence construction of other stages only if improvements necessary and required to serve such stage or stages are completed.

5.04 Prior to or contemporaneously with completion of Stage 3, Owner shall complete Stage 9 by constructing a recreational building and swimming pool on Outlot B and shall complete Stage 10 by constructing a bike path.

5.05 Completion of the construction of the last Stage to be completed can be expected to occur within approximately 10 years.

5.06 Except with respect to Stage 1, the final development plans for the Stage may be submitted to the Commission by the Owner in any sequence determined by the Owner and at regular or irregular intervals determined by the Owner.



6. STAGE 1 FINAL PLAN:

This Statement together with the Infrastructure Agreement and the Site Plan shall constitute the final development plan with respect to Stage 1 (the "Stage 1 Final Plan").

7. STAGES 2-9 FINAL PLANS:

7.01 Prior to commencing any construction on any Stage, other than Stage 1, the Owner shall have (a) submitted to the Commission a final development plan for such Stage, (b) received the approval of such final development plan by the Board, all in accordance with the Code. Along with, or as part of, such a final development plan, the Owner shall submit to the Commission a site plan, a landscape plan, a utility plan, floor plans, architectural elevations, and such other materials as may be reasonably be requested by the Commission.

7.02 There are no time constraints within which a final development plan must be filed with the Commission for any of the Stages 2 through 9. The final development plans for Stages 2 through 9 may be filed at any time and in any sequence without the filing of any such development plan being a condition of, or prerequisite for, the filing of other such final development plan.

7.03 Unless the Owner requests that the final development plan for any Stage deviate from any provision of the Preliminary Plan and unless the Commission approves such deviation, the provisions of the Preliminary Plan shall be followed in the final development plan for each Stage.

7.04 The subdivision of a lot depicted on the Final Plat shall not create any additional Stages and all of the limitations and allowances provided for in the Preliminary Plan shall be applicable to such lot when taken as a whole without change as a result of such subdivision. Provided, however, at the request of the Owner and upon the approval of the Commission and the Board, a lot depicted on the Final Plat which is subdivided into two or more lots may be deemed to have created additional Stages under the Preliminary Plan, as and to the extent and subject to the limitations and allowances as are then approved by the Commission and the Board.

7.05 Neither this Statement nor any of the documents heretofore filed with the Commission when taken separately or together in any combination shall constitute the final development plan for any of the Stages 2 through 9.

9. EASEMENTS, DEDICATIONS, RESTRICTIVE COVENANTS, AND  
PROPERTY OWNER AGREEMENTS:

8.01 The Planned Unit may be presently subject to various building setbacks and easements for the installation and maintenance of public utilities dedicated on the plat of Grand Cirque, as recorded in the office of the Clerk and Recorder of Summit County, Colorado. Except with respect to that portion of such easements presently occupied by operating utility lines, such easements are not required by the Planned Unit or any adjacent real property and may be inappropriate and detrimental to the development of the Planned Unit in accordance with the Preliminary Plan.

8.02 The Planned Unit may be subject to various streets, alleys, and roads and other public areas dedicated on the said plat of Grand Cirque. All such streets, alleys, and roads and other public areas are not required by the current Planned Unit, are not in conformance with the Town's master street plan, are adequately replaced by the streets to be dedicated by the Final Plat as described therein and shown on the Sketch Plan, and may be inappropriate and detrimental to the development of the Planned Unit in accordance with the Preliminary Plan.

8.03 The Owner desires to obtain the vacation of said setbacks and easements (except with respect to the portions thereof presently occupied by operating utility lines), and dedicated streets, alleys, and roads and other public areas referred to in paragraph 8.01 and 8.02 herein and any other easements affecting the Planned Unit which are not occupied by operating utility lines; and, the Town, in order to conform the streets, alleys and roads and other public areas to its master plan desires to aid the Owner in doing so including, but not by way of limitation, conveying to the Owner any right, title and interest which the Town may have therein.

8.04 The approval of this Statement by the Commission and the Board, shall constitute the approval by the Commission and the Board of the vacation of all streets, alleys, roads and other public areas and the dedication of the streets and easements made by the Owner on the Final Plat and the Town shall accept the same in accordance with the Infrastructure Agreement.

8.05 Except for the dedication of the streets and easements made by the Owner on the Final Plat, the Owner is not required to dedicate any streets or other areas for public use, to grant any easements, or to burden all or any part of the Planned Unit with restrictive covenants, property owner agreements, or other matters. All such dedications, grants, and burdenings shall be at the discretion of the Owner, except that the dedication of

additional streets and the granting of utility easements required by the Code shall be incorporated into the Site Plan review process at the time of final development plan review by the Commission.

9. USES AND DEVELOPMENT CRITERIA:

9.01 Without further approval of the Commission or the Board, the following described uses shall be permitted on the Stage indicated:

- (a) Stage 1: Streets, sidewalks, and utilities.
- (b) Stages 2, 3, 4, 5, 6, 7, 8, and 9: Residential and Related Amenities.
- (c) Stage 10: Common Open Space.

9.02 With respect to Stages 2 through 9, the following development criteria shall apply.

(a) Architectural Character: Sloped roofs with 5/12 minimum roof pitch. Exterior materials shall be of masonry brick, stone, slump stone or stucco with real wood or textured plywood siding. All wood exteriors shall be individual boards or cedar shingles. Roofing material shall be cedar shakes according to Code. All exterior colors shall be earth tones of tan, brown, grey and greens to blend into the environment. Trim colors shall also blend with siding colors.

(b) Setbacks shall be as follows:

	Stages 2, 3, 4, 9	Stage 5	Stage 6	Stage 7	Stage 8
Front:	90'	35'	25'	25'	25'
Side:	20'	15'	10'	10'	10'
Rear:	24'	25'	25'	25'	25'
Between Buildings:	51'	30'	25'	25'	25'

(c) Maximum Height shall be as follows:

Stages 2, 3 & 4	Stages 5, 6, 7, 8 & 9
3 1/2 stories (48 foot @ ridge and 35 foot @ eave)	2 stories (30 foot @ ridge)

(d) Minimum floor areas are as follows:

Stages 2, 3, and 4  
Condo 1 BR: 550 Sq Ft/Unit  
Condo 2 BR: 800 Sq Ft/Unit

Stage 5: 1400 Sq Ft/Unit  
Stage 6: 1200 Sq Ft/Unit  
Stage 7: 1100 Sq Ft/Unit  
Stage 8: 1100 Sq Ft/Unit

Minimum Foot Print of living area of structure:

Stage 5: 1200 Sq Ft/Unit  
Stage 6: 800 Sq Ft/Unit  
Stage 7: 700 Sq Ft/Unit  
Stage 8: 700 Sq Ft/Unit

Minimum unit width:

Stages  
2, 3, 4: 14'  
  
Stage 5: 32'  
Stage 6: 16'  
Stage 7: 16'  
Stage 8: 16'

Minimum Open Space:

Stages  
2, 3, 4: 60%  
  
Stage 5: 50%  
Stage 6: 45%  
Stage 7: 40%  
Stage 8: 40%  
Stage 9: 45%

(e) Foundations shall be set at no higher grade that 1'6" above the average existing topography of the four site corners.

(f) Required parking shall be as specified in the Code.

9.03 The snow removal methods and techniques for Stage 1 shall be as determined by the Town and for the other Stages shall be as is determined during the Site Plan review process at the time of final development plan review by the Commission.



10. GENERAL.

10.01 In the event of a conflict or inconsistency between this Statement and the Site Plan, this Statement shall be controlling under all circumstances.

10.02 This Statement hereby incorporates herein by reference all information and documents previously supplied the Commission by the Owner to the extent that the same are necessary

10.03 Unless specifically reserved or restricted in the instrument of conveyance, the conveyance of all, or any part of the Planned Unit, or any interest therein, by the Owner, or its successors or assigns, shall confer upon the subsequent Owners the duties of the Owner under the Preliminary Plan with respect to that part of the Planned Unit being so conveyed; provided, however, in no event, shall any reservation or restriction contained in any such instrument in any way alter the provisions of the Preliminary Plan.

This Statement is hereby approved and agreed to on July 21, 1981.

FELDMAN & SIMPSON ASSOCIATES,  
a Colorado general partnership

By: Lawrence Feldman General Partner

MINER'S CREEK ASSOCIATES,  
a Colorado limited partnership

By: Lawrence Feldman General Partner

RECOMMENDED FOR APPROVAL:

May 20, 1982

PLANNING AND ZONING COMMISSION,  
TOWN OF FRISCO, COLORADO

By: John R. Lewis Chairman Ptz

Title

APPROVED:

6/1, 1982

BOARD OF TRUSTEES,  
TOWN OF FRISCO, COLORADO

By: Doug Jones Mayor

Title

Attest: Vida Phelan

Deputy Town Clerk

STATE OF COLORADO

COUNTY OF SUMMIT Boulder

)  
) ss.  
)

The foregoing instrument was acknowledged before me this 21st day of July, 1982, by Lawrence Feldman, General Partner of Miner's Creek Associates.

Witness my hand and official seal.

My commission expires: December 4, 1983

Maury K. Sanger  
Notary Public

Address: 1680 - 33rd Street, Suite 700  
Boulder, Colorado 80301

STATE OF COLORADO

COUNTY OF SUMMIT

)  
) ss.  
)

The foregoing instrument was acknowledged before me this 12th day of August, 1982, by John H. Rees as Chairman of the Planning and Zoning Commission, Town of Frisco, Colorado.

Witness my hand and official seal.

My commission expires: May 24, 1983

Linnear Y. Johnson  
Notary Public

Address: P.O. 764 Dillon 80435

STATE OF COLORADO

COUNTY OF SUMMIT

)  
) ss.  
)

The foregoing instrument was acknowledged before me this 12th day of August, 1982, by John H. Rees as Chairman of Board of Trustees, Town of Frisco, Colorado.

Witness my hand and official seal.

My commission expires: May 24, 1983

Linnear Y. Johnson  
Notary Public

Address: P.O. 764 Dillon 80435

EXHIBIT A

Mountain Side P.U.D.,  
according to the plat thereof  
recorded August 13, 1982 in  
Book \_\_\_\_\_ at Page \_\_\_\_\_, at  
Reception No. 443733, County of  
Summit, State of Colorado

THE FIRST AMENDMENT TO THE  
PRELIMINARY DEVELOPMENT PLAN  
FOR  
MOUNTAIN SIDE P.U.D.

COLLEEN RICHMOND

Sep 24 4 09 PM '84

SUMMIT COUNTY  
CLERK AND RECORDER

284732

This Amendment to the Preliminary Development Plan for Mountain Side P.U.D. (the "Amendment") is made and executed in Summit County, Colorado this 3rd day of July, 1984 by Miner's Creek Associates, a Colorado limited partnership and the "Owner" of the property subject to the Preliminary Development Plan for Mountain Side P.U.D., the Planning and Zoning Commission of the Town of Frisco, Colorado (the "Commission"), and the Board of Trustees of the Town of Frisco, Colorado.

RECITALS

WHEREAS, the Preliminary Development Plan for Mountain Side P.U.D. (the "Preliminary Plan") sets forth certain provisions pertaining to the development of each "Stage", as this term is used in the Preliminary Plan, of the property and further provides that the provisions of the Preliminary Plan shall be followed in the Final Plan for each Stage unless a deviation from any particular provision is requested by the Owner and approved by the Commission; and

WHEREAS, the parties hereto mutually desire and agree to an expansion of Tract E and a replatting of lots 35 through 38 to lie within the expanded Tract E to provide for the construction of 36 condominium units on the expanded Tract E as more particularly described in the Site Development Plan to be presented to the Commission by the Owner; and

WHEREAS, the parties hereto mutually desire and agree to amend the Preliminary Plan to reflect these changes and to alter certain provisions of Section 9.

NOW THEREFORE in consideration of the mutual promises and covenants set forth herein, it is hereby agreed between the parties as follows:



1. All references in Section 4. of the Preliminary Plan to eight condominium buildings shall be amended to refer to ten condominium buildings.

2. Section 9. pertaining to the use and development criteria shall be amended as follows:

a. Subsection 9.02(a) shall be amended to provide that roofing material shall be according to Code.

b. Subsection 9.02(b) pertaining to setbacks shall be amended to provide that the setback between buildings for Stages 6, 7 and 8 (all duplex, triplex and fourplex lots) shall be twenty feet rather than twenty-five feet.

c. Subsection 9.02(b) shall be amended to provide that the front setback for the proposed condominium building "I" to be built adjacent to Fifth Avenue on the replatted portion of Tract E previously comprised of lots 35 through 38 shall be forty feet.

d. Subsection 9.02(d) pertaining to minimum floor area shall be amended to provide that the minimum floor area for one bedroom condominiums shall be 500 square feet per unit rather than 550 square feet per unit.

3. The expansion of Tract E, the replatting of lots 35 through 38 to lie within the expanded Tract E, and the construction of five condominium buildings containing 86 condominium units is hereby requested by the Owner and approved by the Commission.

This Amendment is hereby approved and agreed to on this  
3rd day of July, 1984.

MINER'S CREEK ASSOCIATES  
A Colorado limited partnership

By Lawrence Felder  
General Partner

RECOMMENDED FOR APPROVAL:

June 21, 1984

PLANNING AND ZONING COMMISSION,  
TOWN OF FRISCO, COLORADO

Bruce Elmer

RECOMMENDED FOR APPROVAL

BOARD OF TRUSTEES,  
TOWN OF FRISCO, COLORADO

July 3rd, 1984

By

Title

Doug Jones

STATE OF COLORADO )

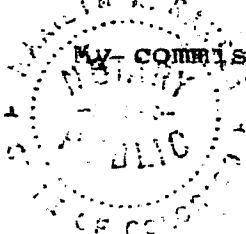
) ss.

COUNTY OF BOULDER )

The foregoing instrument was acknowledged before me this  
20th day of September, 1984 by  
Lawrence Telomant, General Partner of  
Miner's Creek Associates.

Witness my hand and official seal.

My commission expires: 12/19/87



Marilyn K. Longen  
Notary Public  
Address:

STATE OF COLORADO )

) ss.

COUNTY OF SUMMIT )

SUITE 700, 1660 33rd STREET  
BOULDER, COLORADO 80301

The foregoing instrument was acknowledged before me this  
24th day of September, 1984 by  
Tom Elmore, as  
Chairman of the  
Planning and Zoning Commission, Town of Frisco, Colorado.

Witness my hand and official seal.

My commission expires:

Gwain Lowe

Notary Public Summit Co., Colo.  
Address: Frisco CO

STATE OF COLORADO )

) ss.

COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this  
24th day of Sept, 1944 by Orin Jones  
as Mayor of the Board of Trustees, Town of  
Frisco, Colorado

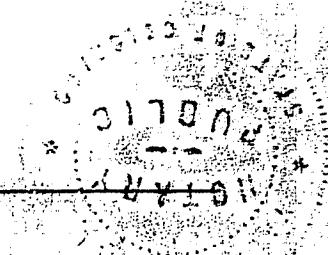
Witness my hand and official seal.

My commission expires: 7-28-85

Vada Phelps

Notary Public

Address:



THE SECOND AMENDMENT TO THE  
PRELIMINARY DEVELOPMENT PLAN  
FOR  
MOUNTAIN SIDE P.U.D.

SUMMIT COUNTY  
CLERK AND RECORDER  
OCT 23 10 02 AM '87  
COLLEEN RICHMOND

344800

This Second Amendment to the Preliminary Development Plan for Mountain Side P.U.D. (the "Second Amendment") is made and executed in Summit County, Colorado this 20th day of October, 1987 by Miner's Creek Associates, Ltd., a Colorado limited partnership ("Owner") of the property subject to the Preliminary Development Plan for Mountain Side P.U.D., the Planning and Zoning Commission of the Town of Frisco, Colorado (the "Commission"), and the Board of Trustees of the Town of Frisco, Colorado (the "Board").

RECITALS

WHEREAS, the Preliminary Development Plan for Mountain Side P.U.D. and The First Amendment to The Preliminary Development Plan (collectively the "Preliminary Plan") sets forth certain provisions used in the Preliminary Plan, of the property and further provides that the provisions of the Preliminary Plan shall be followed in the Final Plan for each Stage unless a deviation from any particular provision is requested by the Owner and approved by the Commission; and

WHEREAS, the Board and the Commission met and gave final approval to changes detailed herein on June 17, 1986 and June 5, 1986 respectively; and

WHEREAS, the parties hereto mutually desire and agree to transfer density of units between certain lots as more particularly described herein and detailed in the Site Development Plan attached hereto as Exhibit A; and

WHEREAS, the parties wish to amend the Preliminary Plan to allow for the construction of Patio Homes on Lots 20 through 25; and

WHEREAS, the parties hereto mutually desire and agree to amend the Preliminary Development Plan to reflect these changes.



**NOW THEREFORE**, in consideration of the mutual premises and covenants set forth herein, it is hereby agreed between the parties as follows:

**1. Density Transfers.**

**Lot 26** shall be reduced from a density of three (3) units to one (1) unit.

**Lot 27** shall be reduced from a density of three (3) units to two (2) units.

**Lot 22 and Lot 23** will be increased from a density of three (3) units each to four (4) units each.

**Lot 32** shall be increased from a density of one (1) unit to two (2) units.

**2. Patio Home Changes.** The following additions and deletions shall be made to the Preliminary Plan:

- a. Page 2, Section 4.02, d.
  - i. After "Stages 2, 3, 4, 5, 6, 7" delete "and 8" and add "8 and 11"
- b. Page 4, Section 5.01
  - i. After "Stage 10 add to list "Stage 11 Lots 20-25"
- c. Page 5, Section 7
  - i. Change heading to read "Stages 2-9 and 11 Final Plans"
- d. Page 7, Section 9.01, b
  - i. After "Stages 2, 3, 4, 5, 6, 7, 8 delete "and 9" and add "9, and 11"
- e. Page 7, Section 9.02
  - i. After "with respect to Stages 2 through 9" add "and 11"
- f. Page 7, Section 9.02, b
  - i. Add a new column after "stage 8" column to read as follows:  
  
"stage  
11  
25'  
5' (10' for Lots 22 & 23)  
35'  
3' between interior buildings and 15'  
between buildings  
adjacent to old lot lines"

- g. Page 7, Section 9.02, c  
i. Add a new column after "stages 5, 6, 7, 8 & 9" column to read as follows:

"Stage  
11  
2 1/2 Stories  
(32 feet @ ridge)"

- h. Pages 7 & 8, Section 9.02 d  
i. Add to lists as follows:

Minimum Floor Area:  
"Stage 11: 1,000 Sq. Ft./Unit"

Minimum Foot Print of living area of  
structure:

"Stage 11: 500'"

Minimum Unit Width:

"Stage 11: 20'"

Minimum Open Space:

"Stage 11: 45%"

3. Except as modified herein, all other provisions of  
the Preliminary Plan shall remain unchanged and  
are hereby reaffirmed and ratified.

This Amendment is hereby approved and agreed to as of June 17,  
1986.

MINER'S CREEK ASSOCIATES, LTD.  
A Colorado limited partnership

By Lawrence Feldman  
Lawrence Feldman  
Managing General Partner

Approved June 5, 1986

PLANNING AND ZONING COMMISSION,  
TOWN OF FRISCO, COLORADO

By: Walter G. Allen

Title: Chairman

Date: 10-26-87

Approved June 17, 1986

BOARD OF TRUSTEES  
TOWN OF FRISCO, COLORADO

By: R. P. A. Gahl

Title: Mayor

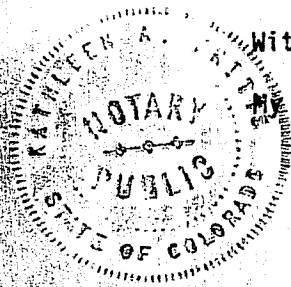
Date: 10-21-87

STATE OF COLORADO )  
COUNTY OF BOULDER ) ss.

The foregoing instrument was acknowledged before me this  
6th day of October, 1987 by  
Frederick J. Berdman, Managing General Partner of Miner's  
Creek Associates, Ltd.

Witness my hand and official seal.

My commission expires: Sept 27, 1990



Kathleen A. [illegible]  
Notary Public  
Address: 1680-38th Street  
Suite 100  
Boulder, Co 80301

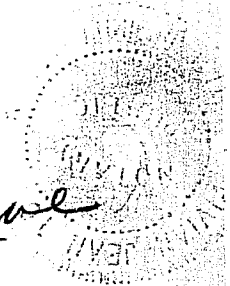
STATE OF COLORADO )  
COUNTY OF SUMMIT ) ss.

The foregoing instrument was acknowledged before me this  
5th day of June, 1987 by  
Herbert G. Allen, as Chairman of the  
Planning and Zoning Commission, Town of Frisco, Colorado.

Witness my hand and official seal.

My commission expires: 4-17-90

Quinn J. [illegible]  
Notary Public  
Address Box 370  
Fruita CO



STATE OF COLORADO )  
 ) SS.  
COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this  
17th day of June, 1987 by  
Richard A. Bucklin Mayor of the  
Board of Trustees, Town of Frisco, Colorado.

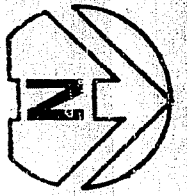
Witness my hand and official seal.

My commission expires: 4-17-90

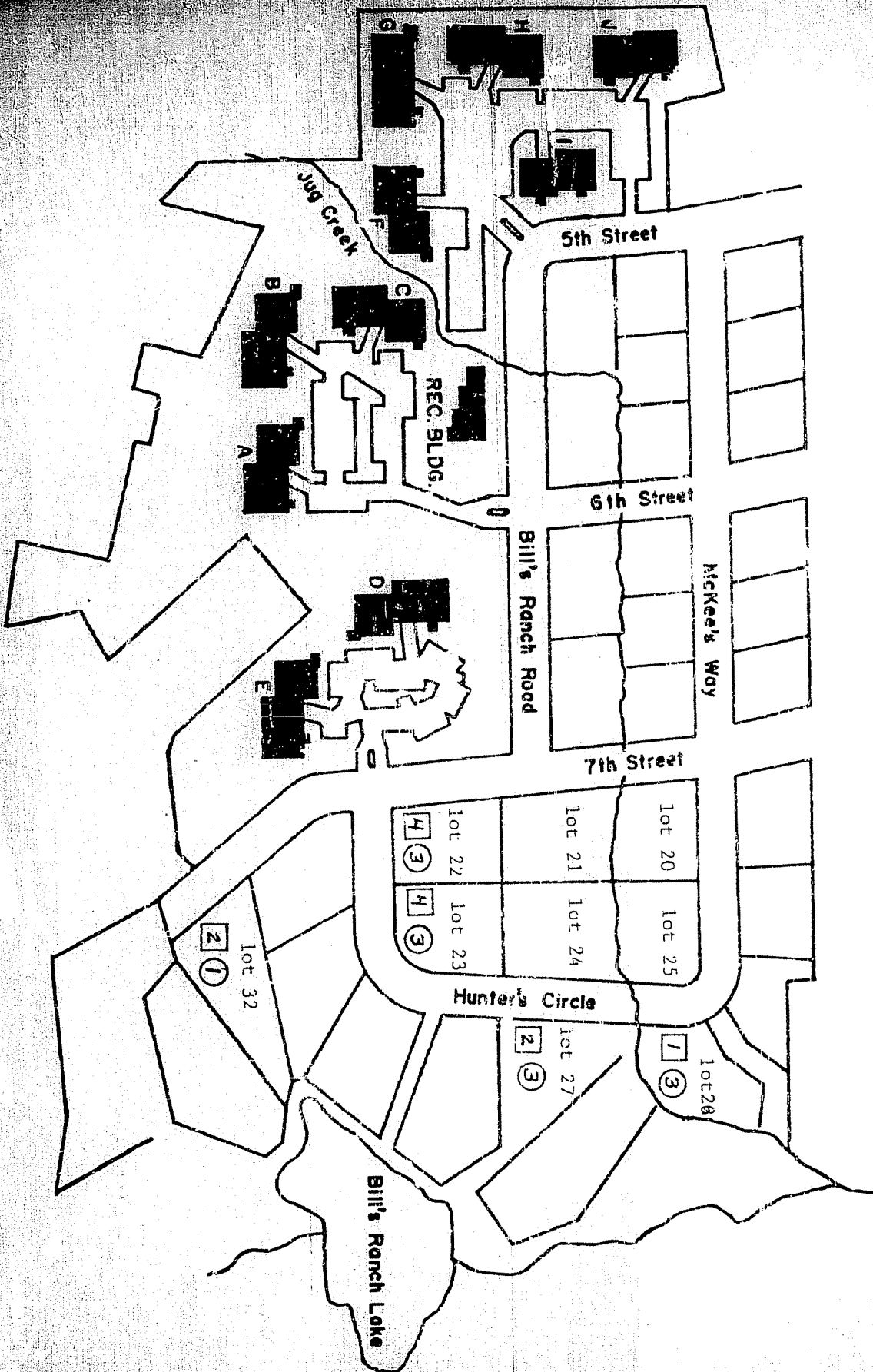
Kirwan Isaac

Notary Public  
Address Box 370  
Frisco CO





# PLOT MAP



EXISTING DENSITY -   
PROPOSED DENSITY - 

#30.00

THE THIRD AMENDMENT TO THE  
PRELIMINARY DEVELOPMENT PLAN

FOR  
MOUNTAIN SIDE P.U.D.

SUMMIT COUNTY  
CLERK AND RECORDER  
JUN 21 1989

373058

This Third Amendment to the Preliminary Development Plan for Mountain Side P.U.D. (the "Third Amendment") is made and executed in Summit County, Colorado this 27th day of June, 1989 by Marigot Corporation dba Miner's Creek Associates ("Owner"), Owner of the property subject to the Preliminary Development Plan for Mountain Side P.U.D. executed July 21, 1982 and previously amended by The First Amendment dated July 3, 1984 and the Second Amendment dated October 20, 1987, and the Planning Commission of the Town of Frisco, Colorado (the "Commission") and the Town Council of the Town of Frisco, Colorado (the "Council").

RECITALS

WHEREAS, the Preliminary Development Plan for Mountain Side P.U.D. and The First and Second Amendments to the Preliminary Development Plan (collectively the "Preliminary Development Plan") sets forth certain provisions used for the development of the property and further provides that the provisions of the Preliminary Plan shall be followed in the Final Plan for each Stage of development (as defined in the Preliminary Development Plan) unless a deviation from any particular provisions is requested by the Owner and approved by the Commission; and

WHEREAS, the Commission met on June 1, 1989 and the Council met on June 6 and 27, 1989 and gave final approval to changes detailed herein; and

WHEREAS, the parties hereto mutually desire and agree to transfer density of units between certain lots as more particularly described herein; and

WHEREAS, the parties wish to amend the Preliminary Development Plan to cover Patio Homes constructed on Lots 18, 19, 20, 21, 22, 23, 24 and 25 and to be constructed on Lots 1, 13, 14 and 27; and

Page 1 of 6



M11536

WHEREAS, the parties hereto mutually desire and agree to amend the Preliminary Development Plan to reflect these changes.

NOW THEREFORE, in consideration of the mutual premises and covenants set forth herein, it is hereby agreed between the parties as follows:

1. Density Transfer.

Lot-14 shall be reduced from a density of four (4) units to three (3) units.

Lot-27 shall be increased from a density of two (2) units to three (3) units.

2. Patio Home Changes. The following additions and deletions shall be made to the Preliminary Development Plan:

- a. Delete Paragraph 2.b from the Second Amendment and replace with the following:  
"After "Stage 10" add to list "Stage 11 -- Any and all Patio Home Lots which include Lots 1, 13, 14, 18 19, 20, 21, 22, 23, 24, 25 and 27"

- b. Delete Paragraphs 2.f, 2.g and 2.h from the Second Amendment and replace with the following:

"Page 7 of the Preliminary Development Plan, Section 9.02, b, c and d shall be deleted in their entirety and replaced by the following:

"(b) Setbacks shall be as follows:

	Stages 2, 3, 4, 9	Stage 5	Stage 6	Stage 7	Stage 8	Stage 11	
Front	90'	35'	25'	25'	25'	25'	
Side	20'	15'	10'	10'	10'	3.25'	or 10'*
Rear	24'	25'	25'	25'	25'	25'	
Between Buildings	51'	30'	25'	25'	25'	6.5'	

\* 3.25' on interior lot lines between Stage 11 Lots and 10' on Stage 11 Lots that are adjacent to streets or other non Stage 11 Lots.

(c) Maximum Height shall be as follows:

Stages <u>2, 3 &amp; 4</u>	Stages <u>5, 6, 7, 8, 9 &amp; 11</u>
3 1/2 Stores (48 foot @ Ridge) (35 foot @ Eave)	2 Stories (30 foot @ Ridge)

(d) Minimum floor areas are as follows:

Stages 2, 3 and 4:	500 Sq. Ft./Unit
Condo 1 BR:	800 Sq. Ft./Unit
Condo 2 BR:	
Stage 5:	1400 Sq. Ft./Unit
Stage 6:	1200 Sq. Ft./Unit
Stage 7, 8 & 11:	1100 Sq. Ft./Unit

Minimum Foot Print of living area of structure:

Stage 5:	1200 Sq. Ft./Unit
Stage 6:	800 Sq. Ft./Unit
Stages 7 & 8:	700 Sq. Ft./Unit
Stage 11:	500 Sq. Ft./Unit

Minimum Unit Width:

Stages 2, 3 & 4:	14'
Stage 5:	32'
Stages 6, 7 & 8:	16'
Stage 11:	20'

Minimum Open Space:

Stages 2, 3 & 4:	60%
Stage 5:	50%
Stages 6, 9 and 11:	45%
Stages 7 and 8:	40%"

3. Notwithstanding anything herein to the contrary, the following lots may be developed under Stage 11 or the following Stages:

Lot-1	Stage 6
Lots 13 & 14	Stage 8
Lot-27	Stage 7

4. Final Plans approved for Stages 2-9 as set forth in Section 7 of the original Preliminary Development Plan shall from this point on require only the approval of the Planning Commission and not the Planning Commission and the Town Board (Council) as originally provided.
5. Except as modified herein, all other provisions of the Preliminary Development Plan shall remain unchanged and are hereby reaffirmed and ratified.

This Amendment is hereby approved and agreed to as of June 27, 1989.

MARIGOT CORPORATION dba  
MINER'S CREEK ASSOCIATES

By: Lawrence Feldman  
Lawrence Feldman  
President

Approved June 1, 1989

PLANNING COMMISSION  
TOWN OF FRISCO, COLORADO

By: Let G. Allen

Title: Chairman

Date: 6-28-89

Approved June 6 and 27, 1989

TOWN COUNCIL  
TOWN OF FRISCO, COLORADO

By: James A. Spent

Title: Mayor

Date: 6-27-89

STATE OF COLORADO

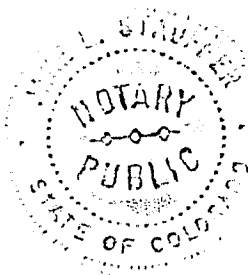
)  
) s.s.  
)

COUNTY OF BOULDER

The foregoing instrument was acknowledged before me this  
28<sup>th</sup> day of June, 19 89 by Laurence Eldon,  
President of Marigot Corporation dba Miner's Creek Associates.

Witness my hand and official seal.

My commission Expires: 10-29-92



James L. Stauffer  
Notary Public

Address: Box 370

Fruita, Co 80443



STATE OF COLORADO

)  
) s.s.  
)

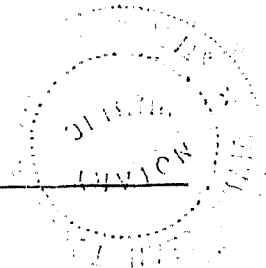
COUNTY OF SUMMIT

The foregoing instrument was acknowledged before me this 28<sup>th</sup>  
day of June, 19 89 by Vert Allen  
as Chairman of the Planning Commission, Town of  
Frisco, Colorado.

Witness my hand and official seal.

My commission expires: 4-17-90

Viran J. Yowe  
Notary Public  
Address: Box 370  
Frisco CO



STATE OF COLORADO

)  
) s.s.  
)

COUNTY OF SUMMIT

The foregoing instrument was acknowledged before me this 27<sup>th</sup>  
day of June, 19 89 by James A. Spent  
as Mayor of the Town Council, Town of Frisco,  
Colorado.

Witness my hand and official seal.

My commission expires: 4-19-90

Viran J. Yowe  
Notary Public  
Address: Box 370  
Frisco CO 80443

① \$20.00

THE FOURTH AMENDMENT TO THE  
PRELIMINARY DEVELOPMENT PLAN  
FOR  
MOUNTAIN SIDE P.U.D.

SUMMIT COUNTY  
CLERK AND RECORDER  
SEP 22 11 14 AM '89  
COLLEEN MCINTOSH

375806

This Fourth Amendment to the Preliminary Development Plan for Mountain Side P.U.D. (the "Fourth Amendment") is made and executed in Summit County, Colorado this 5th day of September, 1989 by Marigot Corporation dba Miner's Creek Associates ("Owner"), Owner of the property subject to the Preliminary Development Plan for Mountain Side P.U.D. executed July 21, 1982 and previously amended by The First Amendment dated July 3, 1984, the Second Amendment dated October 20, 1987 and the Third Amendment dated June 27, 1989 and the Planning Commission of the Town of Frisco, Colorado (the "Commission") and the Town Council of the Town of Frisco, Colorado (the "Council").

RECITALS

WHEREAS, the Preliminary Development Plan for Mountain Side P.U.D. and The First, Second and Third Amendments to the Preliminary Development Plan (collectively the "Preliminary Development Plan") sets forth certain provisions used for the development of the property and further provides that the provisions of the Preliminary Plan shall be followed in the Final Plan for each Stage of development (as defined in the Preliminary Development Plan) unless a deviation from any particular provisions is requested by the Owner and approved by the Commission; and

WHEREAS, the Council and the Commission met and gave final approval to changes detailed herein on August 17, 1989 and September 5, 1989 respectively; and

WHEREAS, the parties hereto mutually desire and agree to amend the Preliminary Development Plan to reflect a change in density on Lot-32.

NOW THEREFORE, in consideration of the mutual premises and covenants set forth herein, it is hereby agreed between the parties as follows:

1. Notwithstanding anything to the contrary in the Preliminary Development Plan or the First, Second and Third Amendments thereto, Lot-32 shall be developed only as one single family residence under Stage 5 of the Preliminary Development Plan.
2. Except as modified herein, all other provisions of the Preliminary Plan shall remain unchanged and are hereby reaffirmed and ratified.

This Amendment is hereby approved and agreed to as of September 5, 1989.

MARIGOT CORPORATION dba  
MINER'S CREEK ASSOCIATES

By: Lawrence Feldman  
Lawrence Feldman  
President

Approved August 17, 1989

PLANNING COMMISSION  
TOWN OF FRISCO, COLORADO

By: H. G. Allen

Title: Chairman

Date: 9-7-89

Approved September 5, 1989

TOWN COUNCIL  
TOWN OF FRISCO, COLORADO

By: James A. Spent

Title: Mayor

Date: 9-8-89

STATE OF COLORADO

)  
) s.s.  
)

COUNTY OF BOULDER

The foregoing instrument was acknowledged before me this 5<sup>th</sup>  
September, 1989 by Lawrence Feldman  
President of Marigot Corporation dba Miner's Creek Associates.

Witness my hand and official seal.

My commission Expires: 4-17-90

Vivian G. Lowe  
Notary Public  
Address: Box 370 Frisco

STATE OF COLORADO

)

) s.s.

COUNTY OF SUMMIT

)

The foregoing instrument was acknowledged before me this 14<sup>th</sup>  
day of September, 1989 by Herbert Allen  
as Chairman of the Planning Commission, Town of  
Frisco, Colorado.

Witness my hand and official seal.

My commission expires: 4-17-90

Viran J. Jauve  
Notary Public  
Address: Box 370 Frisco

STATE OF COLORADO

)

) s.s.

COUNTY OF SUMMIT

)

The foregoing instrument was acknowledged before me this 8<sup>th</sup>  
day of September, 1989 by James A. Spent  
as Mayor of the Town Council, Town of Frisco,  
Colorado.

Witness my hand and official seal.

My commission expires: 4-17-90

Viran J. Jauve  
Notary Public  
Address: Box 370 Frisco



THE FIFTH AMENDMENT TO THE  
PRELIMINARY DEVELOPMENT PLAN  
FOR  
MOUNTAIN SIDE P.U.D.

SUMMIT COUNTY  
CLERK AND RECORDER  
JUN 1 11 15 AM '90  
COLLIER COUNTY

388105

This Fifth Amendment to the Preliminary Development Plan for Mountain Side P.U.D. (the "Fifth Amendment") is made and executed in Summit County, Colorado this 15th day of May, 1990 by Marigot Corporation dba Miner's Creek Associates ("Owner"), Owner of the property subject to the Preliminary Development Plan for Mountain Side P.U.D. executed July 21, 1982 (previously amended by The First Amendment dated July 3, 1984, the Second Amendment dated October 20, 1987, the Third Amendment dated June 27, 1989 and The Fourth Amendment dated September 5, 1989), the Planning Commission of the Town of Frisco, Colorado (the "Commission") and the Town Council of the Town of Frisco, Colorado (the "Council").

RECITALS

WHEREAS, the Preliminary Development Plan for Mountain Side P.U.D. and The First, Second, Third and Fourth Amendments to the Preliminary Development Plan (collectively the "Preliminary Development Plan") sets forth certain provisions used for the development of the property and further provides that the provisions of the Preliminary Plan shall be followed in the Final Plan for each Stage of development (as defined in the Preliminary Development Plan) unless a deviation from any particular provisions is requested by the Owner and approved by the Commission; and

WHEREAS, the Commission and the Council met and gave final approval to changes detailed herein on May 3, 1990 and May 15, 1990 respectively; and

WHEREAS, the parties hereto mutually desire and agree to amend the Preliminary Development Plan to reflect The expansion of the boundaries of the P.U.D.

NOW THEREFORE, in consideration of the mutual premises and covenants set forth herein, it is hereby agreed between the parties as follows:



11/12288 11/12417

1. The legal description of the P.U.D. shall be amended to add: Lots 2 and 3, Block 5 Grand Cirque Village Filing No 1; and Lots 9, 10, 11 and 12, Block 48, Frisco Townsite.
2. All of the land added to the P.U.D. hereby shall be included in Stage 11 with Grand Cirque lots 2 and 3 to become Mountain Side P.U.D. Lots 35, 36, 37, 38, 39 and 40 by future resubdivision and Lots 9-12 to be added to Mountain Side P.U.D. existing Lot 1 which by future resubdivision will become Mountain Side P.U.D. Lot 1A, 1B and 1C.
3. Except as modified herein, all other provisions of the Preliminary Plan shall remain unchanged and are hereby reaffirmed and ratified.

This Amendment is hereby approved and agreed to as of May 15, 1990.

MARIGOT CORPORATION dba  
MINER'S CREEK ASSOCIATES

By: Lawrence Feldman  
Lawrence Feldman  
President

Approved May 3, 1990.

PLANNING COMMISSION  
TOWN OF FRISCO, COLORADO

By: Harold P. Feldman  
Title: President  
Date: 5/2/90

Approved May 15, 1990.

TOWN COUNCIL  
TOWN OF FRISCO, COLORADO

By: James A. Spurst

Title: Mayor

Date: MAY 22, 1990

STATE OF COLORADO                   )  
  ) s.s.  
COUNTY OF SUMMIT                   )

The foregoing instrument was acknowledged before me this  
16, day of May, 1990 by Lawrence Feldman,  
President of Marigot Corporation dba Miner's Creek Associates.

Witness my hand and official seal.

My commission Expires: 4-17-94

William J. Junc  
Notary Public

Address: Box 340 Frisco CO

STATE OF COLORADO )

) .s.

COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this  
21<sup>st</sup> day of May, 1990 by Helen M. K.  
as VICE CHAIRMAN of the Planning Commission, Town of  
Frisco, Colorado.

Witness my hand and official seal.

My commission expires: 1-17-94

\*AUTHORIZATION WAS GIVEN 31st  
DAY OF MAY, 1990 BY NOTARY  
PUBLIC TO CORRECT ACKNOWLEDGEMENT

Linda Hume  
Notary Public

Address: Box 370 Frisco

STATE OF COLORADO )

) .s.

COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this  
22nd day of May, 1990 by James A. Spence  
as Mayor of the Town Council, Town of Frisco,  
Colorado.

Witness my hand and official seal.

My commission expires: 1-17-94

Linda Hume  
Notary Public

Address: Box 3-10 Frisco