"Act" means the Colorado Common Interest Ownership Act, Section 38-33.3-101, et "Access Agreement" shall mean and refer to that certain Driveway Use, Access and Maintenance Agreement between the Town and Windhorse recorded on TUSES . 2018 in Reception No. 454594

"Block 2 Entity" shall mean Block 2 Owners Group, LLC, a Colorado limited liability

"Block 2 Entity Property" shall mean the following described property owned by the Block 2 Entity situated in San Miguel County, State of Colorado: Lots 1—8 (inclusive) of Block 2, East Telluride Addition to The Town of Telluride, according to the Plat recorded June 23, 1898 in Plat Book 28 at Page 13, County of San Miguel, State of

"Common Area" means any portion of the Community designated in the Declaration or on this Plat or any Supplemental Plat as a Common Area, a General Common Area or a Limited Common Area and which is owned or leased or maintained by the Association for the common use and enjoyment of the lot owners and Occupants or

"Community" shall mean and refer to the duly formed and validly existing Colorado common interest ownership community consisting of the Approved Lots and Tract OS-C, formed in connection with and pursuant to the Community Documents.

"Community Association" shall mean and refer to The Overlook At Telluride Homeowners Company, Inc., a Colorado nonprofit corporation, which is the duly formed homeowners association for the Project.

"Community Documents" shall mean and refer to the documents enacted to form the Community and establish the manner and method that the Community will be administered, including, without limitation, this Replat and the Declaration.

"Design Guidelines" shall mean the duly adopted Telluride Design Guidelines, as modified or amended from time to time.

"Development Agreement" shall mean and refer to that certain Planned Unit Development and Development Agreement between the Town and Windhorse recorded on August 30, 2018 in Reception No. 454512

"HARC" shall mean the Telluride Historic and Architectural Review Commission

"Land Dedication Resolution" shall mean and refer to that Resolution duly adopted by the Town accepting certain land dedications from the Owners in compliance with LUC Section 6-410. The Land Dedication Resolution was recorded on 0454590, 2018 in Reception No. 454590

"LUC" shall mean the duly adopted Telluride Land Use Code, as modified or amended

"Owners" collectively means Windhorse and the Block 2 Entity.

Telluride Permit Authority review and approval of development in a designated area of local or state interest recorded on August 30, 2018 in Reception No.

"Project" shall mean and refer to development of twenty residential lots approved on the Property as authorized by the Town Approvals and depicted and described in this Replat, which is being developed under the name "The Overlook At Telluride". The Project was previously referred to in the Applications for the Town Approvals as the Windhorse Subdivision/PUD.

"ROW Ordinance" shall mean and refer to that certain Ordinance duly adopted by the Town vacating certain rights of way, which vacated areas have been incorporated into the Project and Property. The ROW Ordinance was recorded on March 19.

"SIA" shall mean and refer to that Subdivision Improvement Agreement between the Town and Windhorse recorded on Agast 30, 2018 in Reception No.

collectively means the Windhorse Property and the Block 2 Entity

"Town" shall mean the Town of Telluride, Colorado.

"Town Approvals" shall mean and refer to certain applications submitted by Windhorse

and approved by the Town consisting of: (1) a Large Scale Subdivision and Planned Unit Development to create twenty lots in the Hillside Developing Two Zone District pursuant to LUC Section 6-303.A, Section 6-402.A and Section 3-203; (2) Review of

the Hillside Master Plan designation of the sites suitability for development pursuant to LUC Section 3-203.E.7; (3) Right of Way Vacation pursuant to ROW Ordinance; (4)

Consideration of a Construction Impact Mitigation Plan pursuant to LUC Section 3-203.E.3; and (5) Town acceptance of Subdivision Land Dedication pursuant to LUC

"Town Approval Documents" shall mean and refer to this Replat, the Access Agreement, the Development Agreement, the SIA, the Permit Authority Approval and the ROW

"Town Laws" shall mean the Telluride Land Use Code, the Telluride Design Guidelines,

the Town Building Code and applicable and effective laws, regulations, charters and

"Windhorse" shall mean Windhorse Properties, LLC, a Colorado limited liability company

"Workforce Housing Deed Restriction" shall mean and refer to that certain Deed Restriction recorded on 1245130, 2018 in Reception No. 1545100 burdening and restricting the use and occupancy of Lots 2, 17 and 18 to certain persons, as provided for in the instrument.

"Windhorse Property" shall mean the following described property owned by Windhorse situated in San Miguel County, State of Colorado: A parcel of land located within the East Telluride Addition to The Town of Telluride, according to the Plat recorded June 23, 1898 in Plat Book 28 at Page 13, County of San Miguel, State of Colorado,

Beginning at the Northeast corner of Block 6, within said East Telluride Addition, being the POINT OF BEGINNING;

Thence N 1754'00" E a distance of 22.28 feet along the extension of the eastern

Thence N 71°34'27" W a distance of 875.04 feet to the intersection with the

Thence S 17'54'00" W a distance of 310.31 feet along the centerline of Hemlock Street to the intersection with the centerline of Galena Avenue;

Thence S 72"06"00" E a distance of 525.11 feet along the centerline of Galena

Thence N 54°00'47" W a distance of 21.35 feet to the northern boundary of said

Thence 68.09 feet along the arc of a tangential curve, concave to the north, having

Thence 56.70 feet along the arc of a tangential curve, concave to the south, having

Thence N 17°54'00" E a distance of 269.59 feet along the eastern boundary of said Block 6 to the POINT OF BEGINNING;

A Portion of the East Telluride Addition To The Town of Telluride, according to the

Thence North 17'54'00" East a distance of 11.17 Feet along the easterly boundary of

Thence South 71'02'53" East a distance of 250.04 Feet along the northerly boundary

of said East Telluride Addition to the westerly boundary of Maple Street; Thence South 17'54'00" West a distance of 6.58 Feet along the westerly boundary of

Thence North 72'06'00" West a distance of 250.00 Feet along the northerly boundary

of Dakota Avenue to the point of beginning, as depicted on Plat Of Survey recorded March 11, 1991 in Surveyors Plat Book S1 at

A partian of the East Telluride Addition To The Town of Telluride, according to the plat

recorded June 23, 1898 in Plat Book 28 at Page 13, described as follows:

Beginning at the intersection of the easterly boundary of Maple Street with the northerly boundary of Dakota Avenue;

Thence South 71°02'53" East a distance of 250.04 feet along the northerly bo

of said East Telluride Addition to the westerly boundary of Hemlock Street;

Thence North 17"54'00" East a distance of 5.66 feet along the easterly boundary Maple Street to the northerly boundary of the East Telluride Addition;

Thence South 17'54'00" West a distance of 1.07 feet along the westerly boundary of Hemlock Street to the northerly boundary of Dakota Avenue;

Thence North 72'06'00" West a distance of 250.00 feet along the northerly boundary

of Dakota Avenue to the point of beginning, as depicted on Plat Of Survey recorded March 11, 1991 in Surveyors Plat Book S1 at Page 56, County of San Miguel, State of Colorado.

Plat recorded June 23, 1898 in Plat Book 28 at Page 13, described as follows:

Beginning at the intersection of the easterly boundary of Alder Street with the northerly boundary of Dakota Avenue;

Alder Street to the northerty boundary of the East Telluride Addition;

Maple Street to the northerly boundary of Dakota Avenue;

Page 56, County of San Miguel, State of Colorado.

Thence S 72°06'00" E a distance of 80.53 feet along said northern boundary:

Thence N 34°53'10" E a distance of 24.44 feet;

Thence S 54°00'47" E a distance of 17.24 feet:

Thence S 73'40'30" E a distance of 127.98 feet:

Thence S 60°25′56" E a distance of 15.10 feet;

a central angle of 19°39'43", and a radius of 198.42 feet;

a central angle of 13"14'34", and a radius of 245.34 feet;

Windhorse with respect to the Windhorse Property and the Block 2 Entity with respect to the Block 2 Entity Property, as the respective, current, fee simple owners of the Subject Property, do hereby declare, state and certify that the Subject Property will be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, improved, altered, maintained and enjoyed subject to the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations, exceptions, easements, privileges, rights and other provisions set forth in this Replat, including the following terms, provisions, conditions and

Windhorse has laid out, platted and subdivided the Subject Property as the same is shown on this Replat.

2. The Subject Property may be used and developed in accordance with: (a) the Town Laws made applicable to the Subject Property, (b) the terms, conditions and requirements governing use and development of the Subject Property as reflected in the Town Approvals and the Town Approval Documents, and (c) the terms, conditions and requirements reflected in individual future site specific approvals granted to the Lots and Parcels created by this Replat.

3. This Replat is being recorded simultaneously with the Town Approval Documents.

4. The Town, Windhorse and the Block 2 Entity recognize, acknowledge and agree that: (a) the Block 2 Entity has agreed to include the Block 2 Entity Property into this Replat, which is being platted as Tract OS-B, conveyed to the Town as open space; (b) the rights, duties and obligations arising in connection with the Town Approvals and the Town Approval Documents which are allocated to the owner of the Subject Property are the sole right and responsibility of Windhorse; and (c) the Block 2 Entity will not be responsible for any duties and obligations, including, without limitation, any financial requirements, placed on the owner of the Subject Property under the Town Approvals and the Town Approval Documents.

Windhorse is deemed to be the sole Declarant for the Community pursuant to the Community Documents and the Block 2 Entity is joining this Replat and the Declaration to acknowledge and consent to the filing of the Community Documents and the Block 2 Entity is joining this Replat and the Declaration to acknowledge and consent to the filing of the Community Documents on the Subject Property, including on the Block 2 Entity Property. It is recognized and agreed that the Block 2 Entity is not intended to be, nor shall it be deemed to be a Declarant pursuant to the Community Documents. With the execution and recordation of the Declaration and this Plat, Windhorse, for itself and its successors and assigns, has submitted the Property to ownership and use as a planned community under and pursuant to the provisions of the Act and to the Declaration and this Plat. The Community shall consist of the Lots and Tracts as depicted and described herein and in the Declaration; provided, however, that Outlot 1, and Tract OS-A, Tract OS-B, Tract OS-D, and Tract OS-E as each are depicted hereon, are not intended to be part of the Community and, therefore are not be subjected by the Community and, therefore, are not be subjected to the Community Documents. In addition, as to Outlot-1, although created by this Subdivision and PUD, Outlot-1 may be included in a subsequent Town development application, including, but not limited to, a subdivision or PUD application, without the consent or approval of the Owners or any subsequent property owner(s) within the Project. Any incorporation of Outlot—1 into a subsequent development application is expressly exempt from the PUD or other requirements that an amendment to the PUD would need to be processed to remove Outlot—1 from Project or to incorporate Outlot—1 into a subsequent subdivision or PUD. This is a "plat" as contemplated by and described in the Declaration and the Colorado Common

Windhorse as the sole Declarant pursuant to the Community Documents has reserved certain declarant rights, special declarant rights and development rights ("Reserved Declarant Rights") over the Property, as the same are stated and described in the Declaration. Some or all of the Reserved Declarant Rights may be exercised from time to time on some or all of the Property depicted on this Plat. It is recognized and agreed that the Reserved Declarant Rights are being reserved exclusively by and for Windhorse (and its assignees) pursuant to the Community Documents and that no Reserved Declarant Rights are being created, reserved or otherwise allocated to the Block 2 Entity.

Windhorse and the Block 2 Entity have secured any necessary written consents from their lenders/lien holders, if any, consenting to the terms and conditions of this Replat, which are being recorded simultaneously with the recordation of this Replat. IN WITNESS WHEREOF, this Replat is being recorded by the Town, Windhorse and the Block 2 Entity for the purposes set forth herein. The effective date of the Replat is August 30...., 2018.

Windhorse Properties, LLC, a Colorado limited liability company.

By: A hour his company. Printer Name: Vane L HickCOX
Title: Manager STATE OF COLORADO

NOTARY PUBLIC STATE OF COLORADO NOTARY ID #19984028751 COUNTY OF SAN MIQUE) My Commission Expires October 16, 2018

The undersigned acknowledge, agree and consent to the terms, conditions and certifications provided for in this Replat, including, without limitation, the platting of the Block 2 Entity Property as provided for herein.

Block 2 Owners Group, LLC,

Printed Name: STEPHEN P. RAMSEY
Title: MANAGER, BLOCK 2 OWNERS GROW LLC

STATE OF COLORADO COUNTY OF San Miquel)

Acknowledged, subscribed and sworn to before me this 29th day of August, 2018 by Stephen P. Ramsey as the Manager of Block 2 Owners Group, LLC, a Colorado limited liability company.

KIMBERLY A. RISNER-TINDALL

TITLE INSURANCE CERTIFICATE:

Land Title Guarantee Company, a Colorado licensed title company, does hereby certify that we have examined the title to the lands herein shown or this Replat and that the title to this land is in the name of Windhorse Properties, LLC and Block 2 Owners Group, LLC, a Colorado limited liability company, and is free of all liens and taxes, except as follows:

COUNTY TREASURER'S CERTIFICATE:

certify that according to the records in the San Miguel County Treasurer's office, there are no liens against the property included in the subdivision, or any part thereof, for unpaid State, county or municipal ad valorem taxes or special assessments certified to the County Treasurer for collection.

The within Replat of THE OVERLOOK AT TELLURIDE SUBDIVISION / P.U.D., is authorized and approved for filing this 30 they bill, P.U.D., is authorized and approved for filing this 30 they bill, P.U.D., is authorized and approved for filing this 30 they bill, p. 10 they bill, p. 10

I, David R. Bulson, being a Registered Land Surveyor in the State of Colorado, do hereby certify that this plat and survey of THE OVERLOOK AT

TELLURIDE SUBDIMISION / P.U.D., was made by me and under my supervisio

and both are accurate to the best of my knowledge. I further certify that all monuments and markers were set as required by the Town of Telluride

Land Use Code and Articles 50 and 51 of Title 38, C.R.S.

1/5/2017

Rebecca M. Lang County Treasurer DEPUTY

Lanning and zoning commission approval:

Sean Murphy !

APPROVAL BY THE TOWN:

LAND SURVEYOR'S CERTIFICATE

The Planning and Zoning Commission of Telluride, Colorado authorize and approve this replat of the above subdivision of P&Z held on the 1414 day of DULMY DIVI SURVEY CONTROL NOTE. Boundary lines for this survey were projected from record dimensions onto a grid derived from that Survey of Colorado Avenue recorded in the County Surveyor's Land Plats, in Book 1 at Page 30.

8-30-18

6. BASIS OF BEARINGS. Bearing from brass cap monument at the intersection of Oak Street and Colorado Avenue, L.S. 24954, to the brass cap monument at the intersection of Alder Street and Colorado Avenue, L.S. 24954, assumed as the historic bearing of S 72°06'00" E.

The following lots have been deleted by this Replat:

1. Approval of this plan shall create a vested property right pursuant to Article 68 of Title 24 C.R.S., as amended, subject to the limitations of Telluride Land Use Code Section 5—208.

2. Easement research and legal description from Land Title Guarantee Company, Order No. TLR86005951-5, dated March 30, 2018 at 5:00 P.M. with respect to the Windhorse Property.

3. Easement research and legal description from Land Title Guarantee Company, Order No. TLR86007208-4 dated March 9, 2018 at 5:00 P.M. with respect to the Block 2 Entity Property.

a. The Configuration of the following lots, tracts, and right-of-way have

Portions of the ROW associated with Galena Avenue, Dakota

Street, Laurel Street and various alley ways, as depicted on

The following lots, tracts, parcels and outlots have been created by

OS-A, Tract OS-B, Tract OS-C, Tract OS-D and Tract OS-E.

Lots 1-20 in Blocks 4-6, and Lots 1-8 (inclusive) of Block 2

4. NOTES OF CLARIFICATION:

Sheet 3 of 3 of this Replot and as further described in the ROW Ordinance

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

8. The Hillside Master Plan designated land located within the Hillside Master Planning area as either being "suitable" or "unsuitable" for development. The Hillside Master Plan specifically designated certain portions of the Subject Property upon which development is being proposed as being "suitable" and certain other portions as being "unsuitable" for development.

. With respect to the portions of the Subject Property designated as being "suitable" for development, the Town, based upon the information submitted Windhorse and the findings and determinations made by the Town Planning and Zoning Commission, determined that such portions of the Subject
Property remained "suitable for development" consistent with the designations
and recommendations indicated in the Telluride Hillside Master Plan.

10. With respect to the portions of the Subject Property designated as being "unsuitable" for development by the Hillside Master Plan, in approving this Replat and in accordance with Section 3-203.E.7(a)(2) of the Telluride Land Use Code and the Telluride Hillside Master Plan, including, without limitation, Goal A, Objective 1., Policy e., based upon the information submitted by Windhorse and the findings and determinations made by the Town Planning and Zoning Commission, the Town is hereby making a finding of suitability based on evidence presented to the Town Planning and Zoning Commission, including the presentation of new geologic hazard or other information relating to the suitable and unsuitable designations contained in the Telluride Hillside Master Plan, which evidence and information has occurred since the last amendment to the Telluride Master Plan and the Telluride Hillside Master Plan that justifies the approval of this plat and t development of the Property.

11. Windhorse may pursue development on that portion of the Property provided that any such development shall conform to all applicable Town laws, code, regulations and guidelines, including the Town of Telluride Master Plan, and including the Telluride Hillside Master Plan.

12. No development shall occur within or upon those portions of the Property designated and depicted on this Replat as being "Unsuitable For Development/No—Build Areas", provided, however, that the owner of the Property may install, repair and maintain landscaping and geohazard mitigation facilities, such as a rock fall fence, berming and the like, within the Unsuitable For Development/No-Build Areas. The foregoing notwithstanding, the owner of the Property may seek to modify the designation of the portions of the Property identified hereon as being "Unsuitable For Development/No-Build Areas" at such later time, which will be reviewed and acted upon by the Town in the manner then prescribed by then applicable law, including, without limitation, the provisions contained in Section 3-203.E.7(a) of the Land Use Code and the Telluride Master Plan, including the Hillside Master Plan, including, without limitation, Goal A, Objective 1.,

Page 1 of 3 SAN MIGUEL COUNTY, CO M. KATHLEEN ERIE. CLERK-RECORDER 08-30-2018 02:27 PM Recording Fee \$33.00

SURVEYOR NOTES (cont.):

13. Trees located within the Restricted Area/No-Build Zone shall not be removed, other than with respect to the installation of the rockfall fence frees and vegetation may be removed within the portion of the Lots not designated as Restricted Area/No-Build Zone in connection with the development of residential improvements on the Lots. Trees and vegetation may be removed in connection with the installation of infrastructure

14. Lots 2, 17 and 18 are burdened by the Workforce Housing Deed Restriction in perpetuity and the respective owners of Lots 2, 17 and 18 shall conform to the terms, conditions and requirements of the Workforce

15. Public Trail Easement. Windhorse hereby establishes, reserves, grants and conveys a certain 6' wide trail easement between Lot 15 and Lot 16 as depicted on this Replat, which is deemed to be a non-exclusive, perpetual easement ("Public Trail Easement") to the Town of Telluride (including the general public by and through the rights granted to the Town of Telluride) granting public pedestrian access over the indicated easement area. The Public Trail Easement is strictly limited to pedestrian usage and shall not be used for bike, equestrian or any motorized uses, which uses are prohibited. No structures shall be placed in the easement. The Public Trail Easement also allows for the installation, repair, and maintenance of a trail. A person electing to use the trail and easement shall assume all risks associated with such usage and shall be deemed to release Windhorse, the Community Association and the respective owners of Lot 15 and Lot 16 from any claims or liability arising from damage to person or property resulting from their usage. Portions of the Public Trail Easement overlap with the Lot 15 and Lot 16 Access and Utility Easement. The parties using the Public Trail Easement and the Lot 15 and Lot 16 Access and Utility Easement shall do so in a way that is complementary and shall not preclude or inhibit the respective usage rights of the other parties benefitted by easement rights in

16. Lot 15 and Lot 16 Access and Utility Easement. Windhorse hereby establishes, reserves, grants and conveys a certain access and utility easement over and across potions of Lot 15 and Lot 16 as depicted on this Replat, for the mutual use and benefit of Lot 15 and Lot 16 ("Lot 15 and Lot 16 Access and Utility Easement"). The Lot 15 and Lot 16 Access and Utility Easement is deemed to be a non-exclusive, perpetual easement allowing for the installation and construction of certain access and utility improvements along with the right to use, repair, replace, upgrade and maintain the access and utility improvements. The costs and expense of such uses and activities, to the extent the driveway and/or utilities are serving both lots shall be equitably shared and allocated between Lot 15 and Lot 16. Further terms, conditions and provisions concerning the use of the Lot 15 and Lot 16 Access and Utility Easement may be provided for in the

17. Rockfall Fence Easement. Windhorse hereby establishes, reserves, grants and conveys a certain "Rockfall Fence Easement" over and across potions of Lots 1 through and including 15, Outlot-1 and Tract OS-C as depicted on this Replat. The Rockfall Fence Easement is deemed to be a non-exclusive, perpetual easement that is granted to the Community Association. The Rockfall Fence Easement allows for the installation and construction of a rockfall fence by the Community Association along with the right to use, repair, replacement, upgrade and maintain the rockfall fence, install and maintain landscaping. There is also established, reserved, granted and conveyed a blanket easement over any unimproved portion Lots 1 through and including 15 and Tract OS—C outside of Rockfall Fence Easement, which grant the Community Association and its designees a right to gain reasonable access as reasonably necessary to install, maintain, repair and replace the Rockfall Fence from time to time. The Community Association shall reasonably restore any portions of Lots 1 through and including 15 and Tract OS-C that were materially disturbed by the Community Association in exercising its rights under the Rockfall Fence Easement. Further terms, conditions and provisions concerning the use of Rockfall Fence Easement may be provided for in the Declaration.

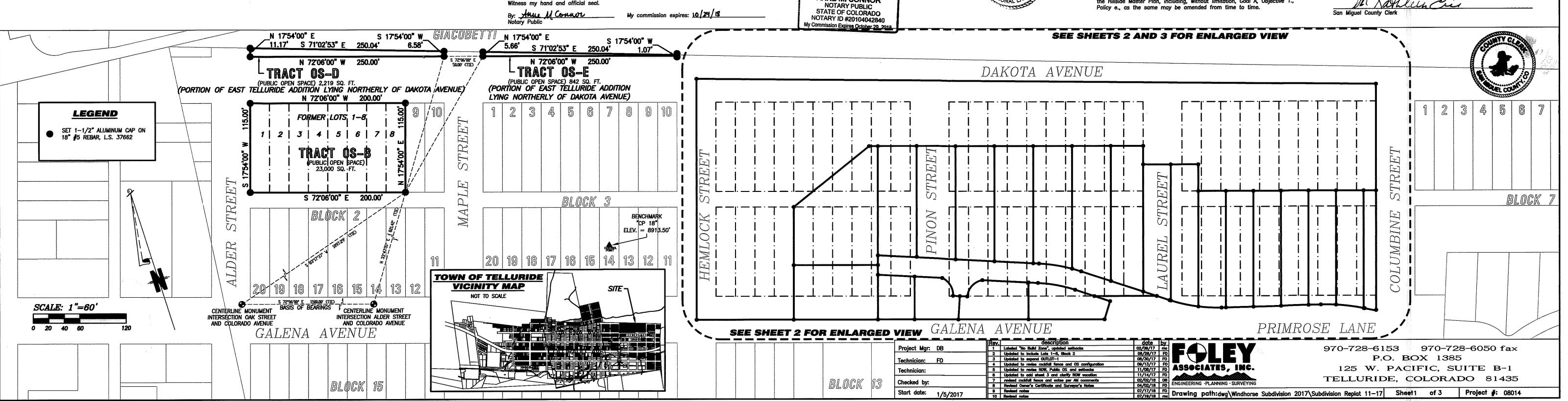
18. In connection with its approval of the Preliminary PUD and the Final PUD, the Town has approved certain variations to the LUC in connection with the development of the Project ("Project Approved PUD Variations"), including variations concerning the following dimensional requirements affecting some of the Lots: (1) Reduction of Minimum Lot Size (10,000 sf required), (2) Reduction of Minimum Lot Frontage (50' required), (3) Reduction of Minimum Lot Width (50' required), (4) Reduction of Front Yard setback (15' required), Maximum Above—Grade Volume Ratio (3:1 is maximum). A table showing the particular Project Approved PUD Variations as applied to the various Lots is ncluded in the Development Agreement and attached thereto as Exhibit B.

RECORDER'S CERTIFICATE:

This Replat was filed for record in the office of the San Miguel County Clerk and Recorder on this 3012 day of August, 2018, at Plat Book ______,

TELLURIDE, COLORADO 81435

Drawing path:dwg\Windhorse Subdivision 2017\Subdivision Replat 11-17 | Sheet1 of 3 | Project #: 08014



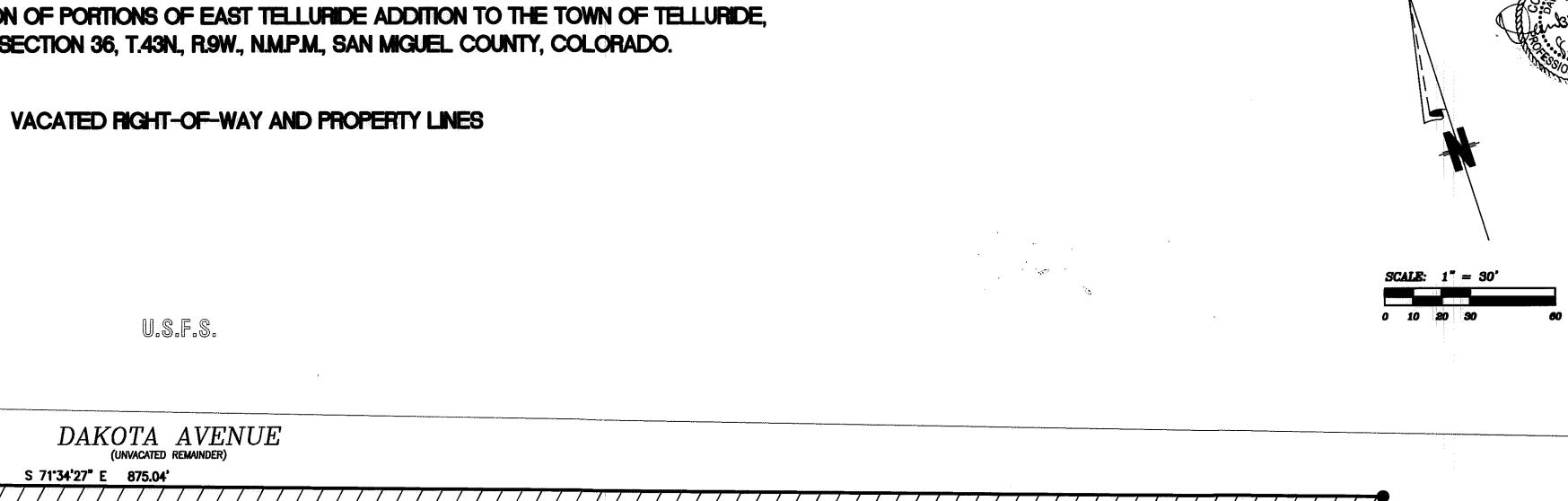
ANNE M. CONNOR

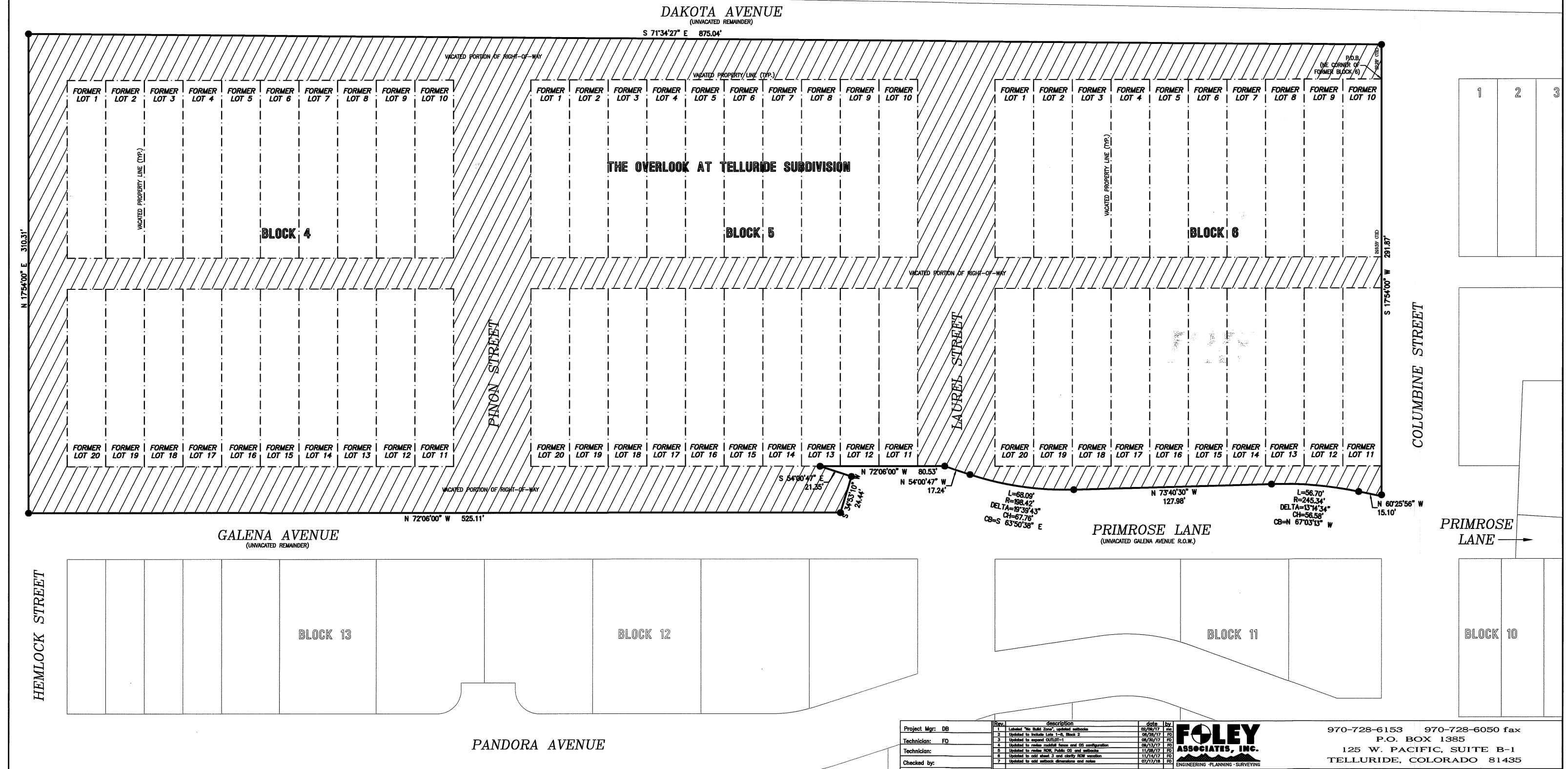
Drawing path:dwg\Windhorse Subdivision 2017\Subdivision Replat 11-17 Sheet3 of 3 Project #: 08014

THE OVERLOOK AT TELLURIDE SUBDIVISION / P.U.D.

A LARGE SCALE SUBDIVISION OF PORTIONS OF EAST TELLURIDE ADDITION TO THE TOWN OF TELLURIDE, LOCATED WITHIN SECTION 36, T.43N., R.9W., N.M.P.M., SAN MIGUEL COUNTY, COLORADO.

LEGEND SET 1-1/2" ALUMINUM CAP ON 18" #5 REBAR, L.S. 37662 PURSUANT TO ORDINANCE #1462, SERIES OF 2018





Start date: 1/5/2017