

AMENDED
COPPER MOUNTAIN PROPERTY
OWNERS AND LESSEES AGREEMENT

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AMENDED
COPPER MOUNTAIN PROPERTY
OWNERS AND LESSEES AGREEMENT

AGREEMENT, dated this ____ day of _____, 199__,
between COPPER MOUNTAIN, INC., a Colorado corporation ("Grantor"),
and _____ ("Grantee").

1. Recitals.

(a) Grantor is owner and developer of that certain real property situate in Summit County, Colorado (the "Area"). Grantor has this date conveyed in fee simple or leased pursuant to a lease that ends in the year 2070 to Grantee a portion of the Area described more particularly on Exhibit A attached to and made a part hereof (the "premises").

(b) Grantor intends to develop the Area as a self-contained village designed primarily to contain facilities and provide services, including lodging, restaurants, retail shops and entertainment and recreation opportunities, for skiers, vacationers, tourists, residents and transient guests, in conformity with the terms of this agreement, the recorded protective covenants of the various Grantor filings (the "protective covenants"), the rules and regulations of the Copper Mountain Planning and Architectural Control Committee (the "Committee") and such zoning laws, ordinances, rules and regulations as may be promulgated with respect to the Area.

(c) Copper Mountain Property Owners and Lessees Association, Inc., a Colorado non-profit corporation (the "Association") has been established to represent the persons holding interests in the Area and to further their common interests.

(d) For the protection and mutual benefit of Grantor and all persons now or hereafter holding any interest in the Area, Grantor will convey or lease property in the Area subject to certain easements, protective covenants, conditions, restrictions, reservations, liens and charges, all of which are for the purpose

of establishing, enhancing, protecting and maintaining the value, desirability and attractiveness of the Area by insuring its development in accordance with Grantor's overall plan as set forth in paragraph 1(b) hereof. Further, Grantor will enter into agreements identical to this agreement with other grantees upon conveyance or lease of other properties in the Area. (Such other grantees and Grantee will collectively be referred to herein as "Grantees.")

(e) To further the above purposes and in consideration of (1) the conveyance or lease of the premises from Grantor to Grantee, (2) the agreements of similar nature executed by other grantees in connection with similar conveyances or leases of property in the Area, and (3) other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Grantor and Grantee agree as follows:

2. Association Membership. Grantee upon signing this agreement will be a member of and agrees to comply with the Association's rules and regulations as adopted by its members and to pay such dues, assessments or charges as may be required by the Association. The voting rights of Grantee as an Association member are provided for in the Articles of Incorporation of the Association, and any amendments thereto. Such voting rights are calculated in the same manner as Grantee's obligation to pay dues, assessments, and charges pursuant to paragraph 6 hereunder. Thus, Grantee's proportionate vote in the Association will be the same as Grantee's proportionate obligation to pay dues, assessments, and charges pursuant to paragraph 6 hereunder. Notwithstanding anything in this agreement to the contrary, the voting rights of Association members shall be exercised only by the individual member and shall not be exercised through any condominium or other similar association or organization.

3. Compliance with Law, Rules and Regulations. Grantee will comply, and will use his best efforts to cause all those occupying

the premises by, through or under Grantee to comply with the protective covenants, the rules and regulations of the Committee and such zoning laws, ordinances, rules and regulations as may now or hereafter affect the premises.

4. Transferees Bound. Grantee will require any transferee of all or any part of Grantee's interest in the premises to execute such instruments as may be necessary to bind such transferee to the terms of this agreement and the protective covenants. Such instruments shall provide that any transferee and any successive transferees shall require similar instruments to be executed when they transfer all or any part of their interest in the premises to another transferee.

5. Taxes, Assessments. Grantee will pay all taxes, assessments and other charges which may be levied, assessed or charged against the premises for the construction, operation and maintenance of utilities by any duly organized political subdivision serving land included within the Area as the same may become due and payable.

6. Other Charges.

(a) Grantee will pay such reasonable dues, assessments and charges as may be imposed by the Association or by any duly authorized improvement association or similar organization for (1) the operation and maintenance of roadways, (2) the construction, operation and maintenance of recreational facilities, including designated open space and stream easements, (3) the providing of police and fire protection, (4) the providing of such other services as may be, from time to time, deemed necessary by such organization, (5) the maintenance of common ground included within the Area, (6) the operation and maintenance of resort area transportation systems and services, (7) the operation and maintenance of employee housing, and (8) the enforcement of covenants affecting or relating to the Association's members,

including costs and reasonable attorneys' fees, all as the same may become due and payable.

(b) Such charges shall be assessed and collected by the Association, or a third party hired by the Association to discharge the Association's duties and functions. The amount of charges shall be based upon the number of square feet of property owned or leased pursuant to a lease that ends in the year 2070 by Grantee in identified categories. The categories identified for calculation of charges shall be as follows:

(1) the number of square feet of the surface area of a platted lot whether improved or unimproved, plus

(2) the number of residential square feet owned or leased and contained within the perimeter walls, floors, ceilings, windows and doors of residential properties (residential properties to include condominium or townhouse units and single family dwellings) excluding common halls, stairwells, lobby areas and excluding undivided interests in common elements appurtenant to such unit or dwelling, plus

(3) the number of square feet of hotel unit owned or leased and contained within the perimeter walls, floors, ceilings, windows and doors of such hotel unit excluding common halls, stairwells, lobby areas, utility areas and other common areas, plus

(4) the number of square feet of commercial space owned or leased and contained within the perimeter walls, floors, ceilings, windows and doors of such commercial space, plus

(5) the number of square feet of employee housing unit owned or leased and contained within the perimeter walls, floors, ceilings, windows and doors of such employee housing unit excluding common halls, stairwells, lobby areas and excluding undivided interests in common elements appurtenant to such unit.

(c) In calculating the number of square feet for purposes of sub-paragraph 6(b), the following rules shall apply:

(1) Grantor or Grantees holding undivided interests in common areas or common elements of categories described in sub-paragraphs 6(b)(2), 6(b)(3), 6(b)(4), and 6(b)(5) (referred to hereinafter as the "building improvement categories"), shall not be attributed any square footage with respect to such common areas or common elements. Grantor or Grantees holding undivided interests in common areas or common elements of the category described in sub-paragraph 6(b)(1), shall be attributed the square footage applicable to common areas or common elements as provided for in sub-paragraph 6(c)(6).

(2) Grantor shall not be attributed any square footage for its fee ownership of the premises to the extent Grantor has leased its possessory interest in the premises to Grantee pursuant to a lease that ends in the year 2070.

(3) If Grantee's purchase or lease of the premises constitutes only a fractional ownership or leasehold interest therein (e.g., in the case of a timeshare, quartershare, cotenancy, etc.), Grantee shall be attributed only the square footage determined by multiplying the total square footage of the premises by Grantee's fractional ownership or leasehold interest therein, as such ownership or leasehold interest is recorded in the office of the Clerk and Recorder of Summit County, Colorado. Grantor shall be attributed square footage in the premises based on Grantor's fractional ownership interest therein which is not attributed to Grantees.

(4) The total square footage of the premises shall be determined, when possible, by reference to documents recorded in the office of the Clerk and Recorder of Summit County, Colorado.

(5) The square footage of the surface of an unimproved platted lot, or so much of the square footage of the surface of a partially improved platted lot remaining unimproved, in the category described in sub-paragraph 6(b)(1), shall be attributed to Grantor, unless Grantor has conveyed or leased part

or all of the unimproved platted lot to Grantee, in which case such square footage shall be attributed to Grantor or Grantee in accordance with their respective ownership and leasehold interests therein and in accordance with the rules provided in sub-paragraphs 6(c)(2), 6(c)(3), and 6(c)(4).

(6) The square footage of the surface of an improved platted lot in the category described in sub-paragraph 6(b)(1) shall be attributed to Grantor and Grantee based on the proportionate amount of square footage attributed to Grantor and Grantee for properties in building improvement categories which are situated on or above the surface of such improved platted lot. Such improved platted lot square footage shall be attributable to Grantor and Grantee by multiplying the total square footage of the surface of the improved platted lot (less the square footage of the surface of the improved platted lot upon which the building improvements in the building improvement categories are physically situated, i.e. the "footprint" of the building improvements) by a fraction, the numerator of which is the total square footage attributable to Grantor or Grantee, as the case may be, for the building improvement categories situated on or above the surface of such improved platted lot, and the denominator of which is the total square footage attributable to Grantor and all Grantees for the building improvement categories situated on or above the surface of such improved platted lot. The square footage of the surface of the improved platted lot upon which the building improvements in the building improvement categories are physically situated shall not be attributed to either Grantor or Grantee.

(7) Notwithstanding any other provision herein, Grantor shall be entitled to additional square footage due to its ownership and operation of ski lifts, such additional square footage to equal _____ square feet for each ski lift.

(8) The square footage of roadways, right-of-ways, and easements shall not be considered in calculation of square feet.

(9) Except as provided in subparagraph (6)(c)(7) regarding ski lifts, the square footage of developments on United States Forest Service Permit lands shall not be considered in calculation of square feet.

(d) After computing the total square footage attributable to Grantor and all Grantees pursuant to sub-paragraphs 6(b) and 6(c), annual charges shall be assessed by multiplying the amount necessary (as determined by the Association Board of Directors) for Association purposes, by a fraction, the numerator of which is total square footage attributable to Grantor or Grantee, and the denominator of which is the total square footage attributable to Grantor and all Grantees.

(e) Grantee agrees to join the Copper Mountain Resort Association, Inc., a Colorado non-profit corporation (the "Resort Association"), which shall undertake and sponsor a program to promote the Area as a vacation and recreation area through the development of a central reservation system, the coordination of advertising and major promotional events, the solicitation of group and convention business and performance of such other functions as its members shall determine to be beneficial in promoting the Area. Grantee agrees to pay his pro rata share of such reasonable dues, assessments and charges as may be approved by the members of the Resort Association in accordance with its bylaws.

(f) The Association shall give Grantee written notice of the amount of any dues, assessments or charges hereunder and the same shall become due and payable 30 days after such notice shall have been given. Any such amounts not paid within such 30-day period shall bear interest until paid at the rate of 18% per year from the date due and payable or at a rate set by the Association.

(g) The Association shall have a lien against the premises to secure payment of any dues, assessments or other charges payable by Grantee under this paragraph 6 plus interest from the date due and payable ("Late Payments"), plus all costs and expenses incurred in collecting the unpaid amount, including reasonable attorneys' fees. This lien shall constitute a lien upon the premises superior to all other liens and encumbrances, except only for:

(1) Taxes and special assessment fees or charges which have become liens on the premises in favor of any public assessing body; and

(2) All sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrance, the priority of which shall remain superior to such Late Payments lien.

To evidence such lien for Late Payments, Grantor or its managing agent may, but shall not be required to, prepare a written notice of lien setting forth the amount of such unpaid indebtedness, the name of Grantee and a description of the subject property. Such notice shall be signed by an officer of Grantor or by its managing agent and shall be recorded in the office of the Clerk and Recorder of Summit County, Colorado. Such lien for Late Payments shall attach from the due date of the payments. Such lien may be enforced by foreclosure of the lien against the defaulting Grantee's premises by Grantor in like manner as a mortgage on real property subsequent to the recording of a notice or claim thereof. In the event of any such proceedings, Grantee shall be required to pay the costs, expenses, and attorneys' fees incurred for filing the lien and, in the event of foreclosure proceedings, the additional costs, expenses, and reasonable attorneys' fees incurred. The Grantee of the premises shall be required to pay Grantor the installments for the premises during the period of foreclosure, and Grantor shall be entitled to appoint a receiver to

collect the same from the defaulting Grantee accruing from the premises. Grantor shall have the power to bid at the foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey, or otherwise deal with the premises.

The holder of any recorded mortgage or deed of trust on the premises shall be entitled to receive a copy of any notice given to the Grantee of the premises hereunder. Any such holder may pay, but shall not be required to pay, any Late Payments remaining unpaid for longer than 25 days after the same are due.

7. Indemnification. Grantee shall indemnify and save the Association and Grantor harmless from and against any and all threats, claims, demands and liens of mechanics and materialmen which may result from construction work or labor which may have taken place on the premises and from and against any attorneys' fees, court costs and expenses which may be reasonably incurred by Grantor by reason of any such threats, claims, demands and liens of which Grantee has notice.

8. Dedication of Roads. It is contemplated that Grantor may, in its sole discretion, dedicate the roads or a part thereof as shown on the plat described above in paragraph 1(a) of the county as public roads, upon such terms and conditions as Grantor shall deem to be appropriate. Grantee hereby consents to any such dedication at any time and from time to time, and agrees to execute any appropriate consent, waiver, or other documents necessary to effect such a dedication by Grantor.

9. Enforcement and Remedies.

(a) In addition to the remedies provided in paragraph 6(g) above, each provision of this agreement with respect to the Association shall be enforceable by Grantor or by Grantee by a proceeding for a prohibitive or mandatory injunction. Each provision of this agreement with respect to Grantee or property of Grantee shall be enforceable by the Association or, in the absence

of effective action by the Association, by Grantor, by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages, or, in the discretion of the Association or Grantor, by resort to the provisions of subparagraph (b) hereof.

(b) If any Grantee or person claiming through or under Grantee shall breach any term or provision of this agreement, the Association shall give Grantee written notice of such breach by registered or certified mail to Grantee's last known address. If Grantee shall fail within five days after deposit of such notice in the mail to correct the violation described therein, the Association, or in the absence of effective remedial action by the Association, Grantor and its authorized agents, shall have the right to enter Grantee's premises and take whatever reasonable corrective action they consider appropriate. Grantee shall reimburse the Association or Grantor for any expense incurred by it under the provisions of this subparagraph and the Association and Grantor shall have a lien on the premises for the amount of any expenses so incurred enforceable in accordance with the provisions of paragraph 6(g) above.

(c) In addition to the remedies stated above, if Grantee violates, breaches or fails to comply with the provisions of paragraphs 2, 5, or 6 of this agreement and Grantee holds a leasehold estate on the premises, such violation, breach or failure shall be deemed a default under Grantee's lease and Grantor shall have all the rights accruing to it under said lease in event of default. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this agreement, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees.

10. Protection of Encumbrances.

(a) If a Mortgagee of Grantee shall have given to Grantor, before any breach of this agreement shall have occurred,

a written notice, specifying the name and address of such Mortgagee, Grantor shall give to such Mortgagee written notice of Grantee's breach of this agreement addressed to such Mortgagee at the address last furnished to Grantor. In addition, no notice by Grantor to Grantee shall be deemed to have been given unless and until a copy thereof shall have been so given to such Mortgagee. Grantee irrevocably directs that Grantor accept, and Grantor agrees to accept, cure by any such Mortgagee of any breach of this agreement by Grantee, provided such performance by said Mortgagee shall occur within thirty days after mailing of notice of said violation by Grantor. With respect to any breach which cannot be cured by said Mortgagee until it obtains possession, said Mortgagee shall have a reasonable time after it obtains possession to cure such breach, provided it diligently proceeds in good faith to enforce its remedies under its mortgage so as to obtain possession. Grantor hereby agrees that the curing or correction of Grantee's breach of this agreement by the Mortgagee within such time shall be deemed the curing or remedying thereof by Grantee.

11. Limited Liability. Neither Grantor, the Association, nor any member, agent or employee of Grantor or the Association shall be liable to any party for any action or 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.

12. No Waiver. Invalidity or unenforceability of any provision of this agreement in whole or in part shall not affect the validity or enforceability of any other provision of this agreement. Failure to enforce any provision of this agreement shall not operate as a waiver of any such provision or of any other provision of this agreement.

13. Rights and Obligations Appurtenant. All rights and obligations of Grantee under this agreement with respect to membership in the Association and all obligations of Grantee under this agreement are hereby declared to be and shall be appurtenant

to the premises and may not, except as hereinafter provided in paragraph 14, be transferred, conveyed, devised, bequeathed, encumbered or otherwise disposed of separate or apart from the premises.

14. Assignment of Rights or Obligations to a Subgrantee.

(a) Grantee may assign some or all of its rights and obligations hereunder or as a member of the Association to a subgrantee. In such case, the subgrantee shall agree to assume some or all of Grantee's obligations hereunder as a grantee or member of the Association. Similar assignments may be made by subgrantees and successive subgrantees. The Association shall recognize any such assignment of rights and assumption of obligations if such assignment is in writing and a copy thereof is filed with the Association and is approved by the Association in accordance with its bylaws. Neither the Association's voting rights list, nor the Association's list of Grantees subject to dues, assessments, and charges hereunder, shall be changed to reflect any subgrantee as being entitled to vote as a member of the Association, or being subject to Association dues, assessments, and charges, until assignment documents are filed with the Association. Notwithstanding the foregoing, Grantee or any subgrantee shall not be permitted to relieve itself of the ultimate responsibility for fulfillment of all obligations hereunder arising during the period he holds all or any portion of the premises.

(b) Subgrantee shall mean any party or parties who occupy or use the premises or a portion thereof pursuant to a lease, license, concession agreement, assignment, or other arrangement with Grantee or with a predecessor subgrantee, or which has any right, title or interest in the premises and shall include a mortgagee or beneficiary under a deed of trust encumbering the premises.

15. No Resubdivision. Notwithstanding any other provision hereof, no tract, block or lot described on the map shall be

subdivided into smaller tracts, blocks or lots except as approved by Grantor; however, conveyances or dedications of easements for utilities or of rights-of-way may be made for less than all of one tract or block.

16. Amendment. This instrument may be amended only by the written agreement of Grantor and Grantees representing 66-2/3% of the total square footage attributable to all Grantees pursuant to sub-paragraph 6(b). Grantee hereby covenants and agrees to send a true copy of any amendment to this agreement to any Mortgagee of Grantee within three business days after the effective date of any such amendment.

17. Binding Effect. This agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto. Words in any gender shall be deemed to include the other genders; the singular shall be deemed to include the plural and vice versa, whenever necessary for proper construction. The laws of Colorado shall govern the validity, effect and construction of this agreement.

GRANTOR:

COPPER MOUNTAIN, INC.,
a Colorado corporation

By: _____

GRANTEE:

STATE OF COLORADO)
)
COUNTY OF _____) ss.

The foregoing agreement was subscribed and sworn to before me
this _____ day of _____, 199__, by _____
as the _____
of COPPER MOUNTAIN, INC., a Colorado corporation.

WITNESS my hand and official seal.

My commission expires:

Notary Public

STATE OF COLORADO)
)
COUNTY OF _____) ss.

The foregoing agreement was subscribed and sworn to before me
this _____ day of _____, 199__, by _____
_____.

WITNESS my hand and official seal.

My commission expires:

Notary Public