AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Plat of the Addition of Tracts B Through F to Golf

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Proposed replat of Golf Villas, MF-Tract 4, Skyland, Initial Filing to reduce the number of units to be developed on the parcel

Fiscal Impact:

Submitted by: Cathie Pagano **Submitter's Email Address:** cpagano@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 3/22/2016 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/25/2016

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5 minutes

Agenda Date: 4/5/2016

Revised April 2015

LAW OF THE ROCKIES

Members
Marcus J. Lock
Jacob A. With
Kendall K. Burgemeister

Of Counsel
John R. Hill, Jr.

525 N. Main Street, Gunnison, CO 81230 | 970.641.1903
lawoftherockies.com | Fax: 970.641.1943 | mlock@lawoftherockies.com

March 14, 2016

VIA ELECTRONIC MAIL

Gunnison County Community Development
cpagano@gunnisoncounty.org

Re: Plat of the Addition of Tracts B Through F to Golf Villas at Skyland Located in Multi-Family Tract 4, Skyland – Initial Filing, County Of Gunnison, State of Colorado

Dear Ms. Pagano,

As you are aware, I represent John Geist who would like to replat portions of Multi-Family Tract 4. Pursuant to our conversation, the proposed plat for Tracts B through F of Golf Villas Multi-Family Tract 4 is submitted herewith. The proposed plat will reduce the units built on Multi-Family Tract 4 from 22 units to 14 units. Two four-plexes and a three-plex are proposed to be built on tract D, a three-plex on Tract F, and Tracts B, C, and E would remain designated as open space into perpetuity.

As discussed, the additional units would be constructed as part of Golf Villas and would be subject to its declaration. Skyland Community Association approved the proposed plat. Its approval is also submitted herewith. For your reference, I've included the site plan for the variance as prepared by Daniel J. Murphy.

Also submitted herewith is the Agreement to Finalize Development Plans Within Skyland MFT-4 between John J. Geist and Golf Villas Homeowners Association. This agreement has been extended until April 1, 2015.

As discussed, a final amendment to the covenants for Golf Villas at Skyland is also enclosed. The original is being held for recording.

Upon approval of the plat by the County, the documents would be recorded in the following order (which is the same order as identified in the attorney's opinion on the plat):

1. Agreement to Finalize Development Plans Within Skyland MFT 4.

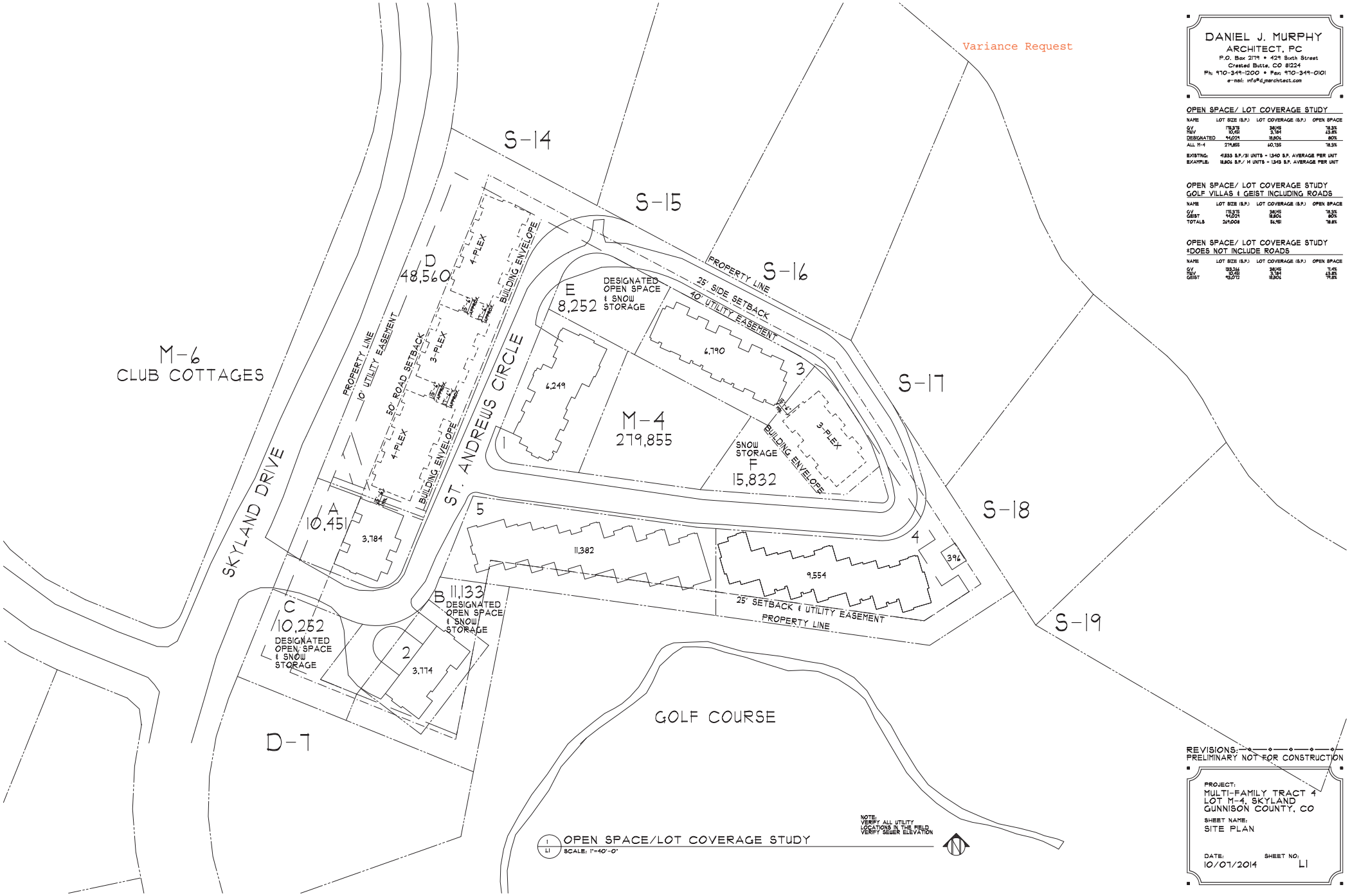
2. Resolution of the Skyland Community Association Granting Variance Request on Multi-Family Tract 4.
3. Site Plan for Multi-Family Tract 4 Lot M-4, Skyland, Gunnison County, Colorado dated October 1, 2014 and prepared by Daniel J. Murphy Architect, P.C.
4. Amendment to Condominium Declaration for Golf Villas at Skyland.
5. The plat as approved by the County.

Please let us know what assistance we can provide to help finalize this matter.

Sincerely,

Marcus Lock
LAW OF THE ROCKIES

Enclosures (5)



NOTE:
VERIFY ALL UTILITY LOCATIONS IN THE FIELD
VERIFY SEWER ELEVATION

1 / L1 OPEN SPACE/LOT COVERAGE STUDY
SCALE: 1"=40'-0"

DANIEL J. MURPHY
ARCHITECT, PC
P.O. Box 2179 • 429 Sixth Street
Crested Butte, CO 81224
Ph: 970-349-1200 • Fax: 970-349-0101
e-mail: info@djmarchitect.com

OPEN SPACE/ LOT COVERAGE STUDY

NAME	LOT SIZE (S.F.)	LOT COVERAGE (S.F.)	OPEN SPACE
GV	175,975	38,145	78.3%
MBV	10,451	3,784	63.8%
DESIGNATED	44,021	18,804	80%
ALL M-4	279,855	60,735	78.3%

EXISTING: 41,833 S.F./31 UNITS = 1,340 S.F. AVERAGE PER UNIT
EXAMPLE: 18,804 S.F./ 14 UNITS = 1,343 S.F. AVERAGE PER UNIT

OPEN SPACE/ LOT COVERAGE STUDY
GOLF VILLAS & GEIST INCLUDING ROADS

NAME	LOT SIZE (S.F.)	LOT COVERAGE (S.F.)	OPEN SPACE
GV	175,975	38,145	78.3%
GEIST	44,021	18,804	80%
TOTALS	219,008	56,951	78.8%

OPEN SPACE/ LOT COVERAGE STUDY
*DOES NOT INCLUDE ROADS

NAME	LOT SIZE (S.F.)	LOT COVERAGE (S.F.)	OPEN SPACE
GV	139,244	38,145	72.6%
MBV	10,451	3,784	63.8%
GEIST	43,013	18,804	79.8%

REVISIONS:
PRELIMINARY NOT FOR CONSTRUCTION

PROJECT:
MULTI-FAMILY TRACT 4
LOT M-4, SKYLAND
GUNNISON COUNTY, CO

SHEET NAME:
SITE PLAN

DATE: 10/07/2014
SHEET NO: L1

RESOLUTION OF THE
SKYLAND COMMUNITY ASSOCIATION
GRANTING VARIANCE REQUEST ON MULTI-FAMILY TRACT 4

SUBJECT: Variance Request presented by Mr. John Geist for building out the remainder of Skyland Multi-Family Tract 4, previously presented to the Skyland Design Review Committee on March 19, 2015, and recommended to be granted by the Design Review Committee on June 23, 2015.

AUTHORITY: The Declaration, Articles of Incorporation and Bylaws of the Association, Design Review Guidelines, and Colorado law.

EFFECTIVE DATE: July 21, 2015

RESOLUTION: The Association hereby grants the variance request after proceedings as discussed below, upon consideration of many factors including those listed below, and on the terms and conditions as discussed below:

1. **Proceedings**

   a. The Skyland Community Association Board of Directors was charged with considering a variance request presented by Mr. Geist under the Design Review Guidelines. Pursuant to Art. III, Section 4.D., once the Design Review Committee has made its recommendation on a variance request, "the Board of Directors of the Skyland Community Association shall consider the decision of the Design Review Committee and make a final determination."

   b. Mr. Geist presented a master plan for building out the remainder of Skyland Multi-Family Tract 4 to the Skyland Design Review Committee on March 19, 2015. That meeting was essentially a contested hearing. Following extensive presentations and discussion, the Design Review Committee voted to post the Request for Variance for Public Comment based on the hardships presented.

   c. Request for Public Comment was posted and received by Skyland.

   d. After considering public comment, the Design Review Committee met on June 23, considered the variance request, and voted to approve the request and pass the matter to the Skyland Community

Association Board of Directors to make a final determination pursuant to Design Review Guidelines, Article III, Section 4.D.

e. Given the manner in which public comment was solicited and received, in particular, Mr. Peck's mass mailing implying that Skyland was changing the open space requirements for the entire Skyland community rather than considering a variance request for open space reduction in conjunction with a master plan request associated with the remaining MFT-4 build-out, the Board felt it important to invite the membership to a meeting to learn the actual facts, and directly present any comments or concerns regarding the pending variance request.

f. The Skyland Community Association Board of Directors held an open meeting on July 8, 2015, at which public comment was received, and questions were presented to Mr. Geist's counsel, the Skyland Community Association Board of Directors, and the Golf Villas Homeowners Association Board of Directors. The majority of those in attendance seemed to be in support of the Board granting the variance request.

2. Factors Discussed and Considered

a. Skyland Community Association is a Colorado Nonprofit Corporation which has been assigned the powers of maintaining, administering and enforcing the Declaration of Protective Covenants of Skyland. The organization of SCA and its related powers, including the obligations of its Board of Directors to manage the business and affairs of SCA, derive from Colorado statutes, the Declarations, and are further set out in the Bylaws, and the Design Guidelines.

b. Management of the SCA is vested in the Board of Directors, not the full membership by popular voting.

c. The purpose and philosophy of the Design Guidelines emphasize respect for the natural environment and harmony of buildings with their setting.

d. Pursuant to the Skyland Design Guidelines, the Board is considering a variance request presented pursuant to Art. III, Section 4.D. Pursuant to the Declarations and the Design Guidelines, the Board of Directors of Skyland Community Association has the authority and

responsibility to administer and enforce the provisions of the Design Guidelines. Pursuant to Article III, Section 4.D., once the Design Review Committee has made its recommendation on a variance request, "the Board of Directors of the Skyland Community Association shall consider the decision of the Design Review Committee and make a final determination."

e. The ownership and development history of MFT-4 is complex, messy, and did not follow an approved master-plan for the tract, but rather was permitted by the county on a disjointed and non-cohesive parcel-by-parcel basis within the tract. This, and previous development which took place prior to enactment of Design Guidelines which include the present open-space requirements, has led to owners and developers of parcels developing sooner enjoying greater freedom from development restrictions than those present in the current Design Guidelines.

f. The Condominium Map for Mountain West Villas dated 12/09/02 addressed only the Mountain Villas tract within MFT-4, and recognized various tracts within as "Future Filing," including Mr. Geist's parcel(s) in Tract 4.

g. Mr. Geist's variance request is based on a Site Plan for Multi-Family Tract 4, Lot M-4, Skyland, dated 10/07/2014, prepared by Daniel J. Murphy, Architect.

    i. Pursuant to that Site Plan, open space, not including roads, is 71.4% for Golf Villas, 63.8% for Mountain West Villas, and is 79.8% for proposed development on Tract 4.
    ii. Pursuant to that Site Plan, open space, including roads, is 78.3% for Golf Villas, and is 80% for proposed development on Tract 4.
    iii. Pursuant to that Site Plan, open space for MFT-4 for Golf Villas, Mountain West Villas, and for proposed development on Tract 4 combined will be 78.3%.

h. Skyland Board of Directors retained Meridian Design to independently calculate and verify the figures contained on the Site Plan. Kurt Olsen has confirmed the accuracy of the square footage and other calculations on the Site Plan.

i. The present proposal of Mr. Geist results in a voluntary reduction in final density on MFT-4 from 65 units as originally allowed by SCA Declarations to 45 units.

j. The present proposal of Mr. Geist results in a 36% reduction of the remaining allowable units, from 22 units to 14 units.

k. The present proposal of Mr. Geist does not seek to utilize the full height allowance permitted under the Design Guidelines (Article V. Section 10.F.).

l. Mr. Geist and Golf Villas Homeowners Association have entered into an agreement for approval of Mr. Geist's development master plan for the remaining parcels within MFT-4, and for subsequent inclusion of the same into the GVHOA, and for other factors to address compatibility of development, and preservation of remaining open space such that the entire MFT-4, if developed per the presented master plan, will retain 78.3% open space at full, reduced build-out.

m. If the master plan is approved (i.e., the variance first approved to allow Mr. Geist to pursue the master plan), its contemplated final build-out for MFT-4 will be approximately 69% of what was allowed by the original SCA Declarations.

n. If the master plan is approved (i.e., the variance first approved to allow Mr. Geist to pursue the master plan), its contemplated final open space after build-out will be approximately 78.3%, which is greater than the 0% contemplated in original SCA documents, but less than the 85% currently set forth in SCA Design Guidelines.

o. While the SCA Board does not necessarily agree with the positions and arguments asserted by Mr. Geist, the Board recognizes that Mr. Geist does have an argument he can present in court that the open space requirement does not apply to MFT-4 as it was enacted after some development and buildout occurred on some tracts within MFT-4.

p. While the SCA Board does not necessarily agree with the above position and argument asserted by Mr. Geist, the Board recognizes that it could lose if this issue is litigated in court, in which case Mr. Geist will be free to develop the remaining tracts within MFT-4 without any open space restrictions, and without limiting units to less than 22.

q. While the SCA Board does not necessarily agree with the positions and arguments asserted by Mr. Geist, the Board recognizes that action taken by the Board denying the variance request may lead to litigation seeking damages for taking of property (development rights).

r. While the SCA Board does not necessarily agree with the positions and arguments asserted by Mr. Geist, the Board recognizes that it could lose on this issue if litigated in court, in which case the SCA may owe significant monetary damages to Mr. Geist for taking of property (development rights).

s. While the SCA Board does not necessarily agree with the positions and arguments asserted by Mr. Geist, the Board recognizes that litigation on his positions and arguments will be costly, likely to the extent such litigation costs will impose a hardship upon the SCA membership through needed special assessments for legal costs and litigation.

t. While the SCA Board does not necessarily agree with the positions and arguments asserted by Mr. Peck, the Board recognizes that Mr. Peck has threatened litigation if the variance request is not denied, and that he or others could file a lawsuit.

u. The Board believes Mr. Peck has failed to consider the governing standards applicable to a variance request, including the Board of Directors' obligations under Colorado law, Skyland's Articles of Organization, its Declarations, its Bylaws, its Design Guidelines, and its Rules and Regulations.

v. The Board believes that any possible claims Mr. Peck might present in litigation are not well grounded in fact and applicable controlling documents and law.

w. The ownership and development history of MFT-4 is complex, messy, and did not follow an approved master-plan for the tract, but rather was permitted by the county on a disjointed and non-cohesive parcel-by-parcel basis within the tract, including sales of parcels within the tract at tax sale. This, and previous development which took place prior to enactment of DRC guidelines which include the present open space requirements, has led to owners and developers of parcels developing sooner enjoying greater freedom from

development restrictions than some or all of such early development owners now seek to impose on later development within the same tract.

x. MFT-4 is the only multi-family tract in Skyland which does not have a master plan for its development. All other multi-family tracts have a platted master plan on file.

y. This variance request is solely for MFT-4, and is unique to MFT-4.

z. The variance request is supported by the Golf Villas Homeowners Association and by the majority of its members.

aa. The variance request seems to be supported by the majority of existing homeowners in MFT-4.

bb. The Site Plan, including its voluntary reduction in density, voluntary limitation on size and height of units, and resulting open space, appears consistent in character with existing development in MFT-4.

cc. Considering the facts and unique details of this variance request related to Multi-Family Tract 4, and only to MFT-4, and considering the full standards that guide this Board of Directors, including those from the Plats of record, the Declaration of Protective Covenants, the Bylaws, and the Skyland Design Guidelines, and Article III, Section 4.D. of the Design Guidelines, the circumstances of the variance request do create and do present hardships in various directions, including:

    i. Hardship to Mr. Geist if no development is allowed;
    ii. Hardship to Mr. Geist and the Golf Villas Homeowners Association if the compromise agreement negotiated with Golf Villas Homeowners Association for, among other things, reduction in density to 14 units, and inclusion in the GVHOA, cannot proceed;
    iii. Hardship to Mr. Geist if further reductions in density, beyond those of any other owner in MFT-4, are required to meet the 85% open space guideline;
    iv. Hardship to the SCA and its members if the variance request is denied and Mr. Geist instead chooses to construct 14 or more units to the heights allowed in the Design Guidelines;

v. Hardship to SCA and its members if litigation grounded in fact and law is presented based on the outcome of the variance request; and,
vi. Hardship to SCA and its members if a special assessment is needed to defend any litigation grounded in fact and law based on the outcome of the variance request.

3. Conditions of Variance Approval

The Skyland Community Association's Board of Directors approve the variance request presented by Mr. Geist on Multi-Family Tract 4, to allow a variance of the open space requirement set forth in Design Guidelines Article V, Section 36, allowing a reduction of open space from 85%, on the following terms and conditions:

1. That the variance approval is based on the Site Plan for Multi-Family Tract 4, Lot M-4, Skyland, dated 10/07/2014, prepared by Daniel J. Murphy, Architect.

2. That the open space requirement for the proposed development on Tract 4 shall be no less than 79.8%, and when considered for the entirety of MFT-4 for Golf Villas, Mountain West Villas, and for proposed development on Tract 4 combined, the open space shall be no less than 78.3% combined.

3. That the approval of the variance is conditioned upon Mr. Geist/Owner reducing density to no more than 14 units as represented in the Site Plan and as agreed to by Mr. Geist and Golf Villas Homeowners Association in their Agreement to Finalize Development Plans Within Skyland MFT-4, dated January 6, 2015 ("Golf Villas Agreement").

4. That the terms and conditions of the Golf Villas Agreement, including without limitation the agreements contained therein for limitation of future development in Skyland MFT-4 to a total of no more than 14 additional units, shall be adhered to by Owner.

5. That this variance approval be strictly construed and limited to apply solely to MFT-4, and solely in relation to the specific variance request presented by Mr. Geist to the Design Review Committee on March 19, 2015.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Skyland Community Association, a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on July 21, 2015, and in witness thereof, the undersigned has subscribed his name.

SKYLAND COMMUNITY ASSOCIATION
a Colorado nonprofit corporation

By: _____
Don Hempel, President

AGREEMENT TO FINALIZE DEVELOPMENT PLANS WITHIN SKYLAND MFT-4

This Agreement to Finalize Development Plans within Skyland MFT-4 (the "Agreement") is executed in Gunnison County, Colorado, with an effective date of the 6 day of January, 2015.

1. PARTIES. The parties to this Agreement are:

   1.1. Golf Villas Homeowners Association, a Colorado non-profit corporation (the "Association"); and

   1.2. John G. Geist, an individual ("John Geist").

   1.3. The Association and John Geist shall be referred to collectively hereinafter as the "Parties".

2. RECITALS.

   2.1. Skyland-Initial Filing ("Skyland") was created by the recording of the Declaration of Protective Covenants—Skyland, Initial Filing ("Skyland Declaration") and the plat of Skyland-Initial Filing (the "Skyland Plat"), which were recorded at the Gunnison County Clerk and Recorder's Office on November 17, 1981 at Book 574, Page 141 and at Reception No. 363852, respectively. The Skyland Declaration and Skyland Plat created certain multi-family tracts, including the subject of this Agreement, Skyland Multi-Family Tract 4 ("MFT-4"). The Skyland Declaration charges the Skyland Community Association, a Colorado non-profit corporation, with enforcing the Skyland Declaration, and authorizes the Skyland Community Association to adopt and enforce Design Guidelines with which owners and contractors must comply. The Skyland Community Association had adopted, and from time to time amended, Design Guidelines. The Design Guidelines were most recently revised in April 2013.

   2.2. Golf Villas at Skyland is within MFT-4. Golf Villas at Skyland was declared and established on August 26, 1992 by the filing at the Gunnison County Clerk and Recorder's Office of the condominium declaration recorded in Book 710 at page 770 (the "Condominium Declaration"), the plat of Golf Villas at Skyland, Phase 1, a partial replat of Multifamily Tract 4, Skyland-Initial Filing recorded at Reception No. 436337 (the "Golf Villas Plat"), and the condominium map bearing Reception No. 436338 (the "Condominium Map").

   2.3. The Association is the designated homeowners association for Golf Villas at Skyland and is charged with the responsibility for the enforcement of the Condominium Declaration.

2.4. Skyland MFT-4 was originally planned with a cap at sixty-five (65) units.

2.5. To date, 31 units have been constructed on various parcels within Skyland MFT-4, as shown in the following table:

Filing	Recording Date	Units Constructed	Total Units
Golf Villas at Skyland, Filing I	8/26/1992	5	5
Golf Villas at Skyland, Filing II	12/7/1993	2	7
Golf Villas at Skyland, Filing III	11/1/1994	6	13
Golf Villas at Skyland, Filing IV	7/28/1998	7	20
Golf Villas at Skyland, Filing V	11/02/1999	8	28
Golf Villas at Skyland, Filing VI	2/19/2002	1	29
Mountain West Villas, Filing 1	2/7/2003	3 added, 1 removed by vacation of Golf Villas Filing VI	31

2.6. There remains within Skyland MFT-4 six undeveloped parcels of land, which have colloquially been referred to as Tracts B-G. (The parcel originally referred to as Tract A has been developed as Mountain West Villas, Filing 1.) Reference to tracts identified with letters, i.e. Tract A, Tract B, etc. within this Agreement is done for purposes of clarification, but there is no agreement by either party as to whether the tract descriptions contained herein have been effectively adopted by Gunnison County and/or the Skyland Community Association, or even whether any such adoption is required. Any references to property tracts are specifically restricted to interpretation of the Agreement and may not be used as evidence in any matter except enforcement of the Agreement.

2.7. Tracts A-F have been previously identified as Supplemental Property in the Condominium Map and the Condominium Declaration.

2.8. John Geist is the owner of Tracts B, D, and F. John Geist is also either the owner of, or acts with the power of attorney for the owners of Tracts C and E. The legal descriptions of Tracts B-F are attached hereto as **Exhibit A**.

2.9. Issues relating to the development of the land identified as the Supplemental Property in the Condominium Declarations have been a source of contention between the Association and the Supplemental Property's respective owners for many years. As the properties were built and sold, conflicts developed between the owners of undeveloped property in Skyland MFT-4 and the existing

homeowners associations, Golf Villas at Skyland and Mountain West Villas. The disputes related to the infrastructure costs and development in light of the provisions of the Condominium Declaration, the provisions of the Colorado Common Interest Ownership Act ("CCIOA"), and open space and set back requirements set forth in the Skyland Community Association Design Guidelines.

2.10. By this Agreement, the parties are attempting to collaborate in an effort to reasonably define the development rights in Skyland MFT-4.

2.11. The Parties intend to forever limit the development within Skyland MFT-4 to a total of fourteen additional units, substantially similar to what is shown on the Site Plan attached hereto as **Exhibit B**. There currently exist twenty-eight (28) units in Golf Villas at Skyland, and three (3) units in the Mountain West Villas. With the addition of fourteen (14) additional units, the final buildout in Skyland MFT-4 would total forty-five (45) units.

2.12. Without attempting to define development rights currently in existence in MFT-4, CCIOA at C.R.S. 38-33.3-210(5) allows an association to extend the time period to exercise a development right subject to whatever terms, conditions, and limitations the association may impose on the subsequent exercise of the development right.

2.13. The Parties desire for Tracts B-F to be added to Golf Villas at Skyland, subject to the terms and conditions of this Agreement, and be forever bound by the Condominium Declaration, the Golf Villas Plat, the Condominium Map and all amendments and supplements to such documents.

2.14. The Parties acknowledge the need to cooperate in securing a variance with the Skyland Homeowners Association in relation to the open space requirements set forth in its Design Guidelines, and to work together to acquire approval from Gunnison County for the proposed replat of Golf Villas at Skyland.

2.15. Each party is surrendering forever an element of its claims against the other. Based upon the provisions of the Condominium Declaration and CCIOA, the Association disputes John Geist's claimed right to develop units in MFT-4. John Geist is agreeing to cap the number of new units at fourteen, for a final build-out total of forty-five units in MFT-4, rather than the original cap of sixty-five (65) units.

2.16. The parties further acknowledge that litigation in this matter would cost the Parties tens of thousands of dollars and would likely last many years, with an unclear resolution by the Court, which might include an award of attorney's fees pursuant to CCIOA. The Parties neither admit nor accept the other parties' respective prior positions as to the right to develop units in MFT-4, and submit

that the proposed resolution as set forth in this Agreement provides a certain, tangible outcome without the financial commitment and uncertainty associated with litigation.

2.17. Should any of the fourteen units to be developed within the undeveloped real property in MFT-4 addressed herein not be completed by May 1, 2030, any remaining undeveloped real property within MFT-4 currently owned by John Geist, and/or his successors or assigns, or subject to his power of attorney, shall be deeded to the Association without encumbrances or liabilities of any kind, and the Association shall then dedicate such undeveloped real property to open space. The Association's reversion interest shall be identified in any conveyance of any interest by Mr. Geist or his assigns to third parties.

Therefore, in consideration of the Parties' rights and obligations set out hereinabove and below, the Parties agree as follows:

3. CONDITIONS PRECEDENT. This Agreement is expressly contingent upon all of the following events occurring:

3.1. Tract C. Conveyance of the real property identified as Tract C of MFT-4, currently owned by Fleishman & Shapiro, P.C., to the Association for dedication as open space in perpetuity.

3.2. Tract E. Conveyance of the real property identified as Tract E of MFT-4, currently owned by LaDonna McLain, to the Association for dedication as open space in perpetuity. The Association shall tender payment in the amount of $17,300 for the purchase of Tract E, and John Geist shall tender payment for any additional amount due and owing for the purchase of Tract E.

3.3. Skyland Community Association Approval. Skyland Community Association must approve the construction of the additional fourteen (14) units in MFT-4 contemplated by this Agreement. In particular, Skyland Community Association must grant a variance to the open space requirement as necessary to allow such construction.

3.4. Gunnison County Approval. Gunnison County must approve the proposed re-plat of Golf Villas at Skyland/MFT-4.

3.5. Association Approval. The Association must duly approve (a) the addition of Tracts B-F to the Golf Villas at Skyland common interest community and (b) the right to construct 14 units before May 1, 2030. The Association represents that such approval may require an amendment to the Condominium Declaration by the affirmative vote of no less than 67% of the Association's members and the

consent of no less than 80% of the holders of first mortgages on the condominium units.

3.6. Association Approval as set forth in paragraph 3.5 shall occur first, but may be contingent on the fulfillment of the conditions precedent set forth in paragraphs 3.1 through 3.4. Skyland Community Association Approval as set forth in paragraph 3.3 shall occur second, but may be contingent on the fulfillment of the conditions precedent set forth in paragraphs 3.1, 3.2, and 3.4. Gunnison County Approval as set forth in paragraph 3.4 shall occur third, but may be contingent on the fulfillment of the conditions precedent set forth in paragraphs 3.1 and 3.2. The Conveyance of Tract C and E as set forth in paragraphs 3.1 and 3.2 shall occur subsequent to the fulfillment of the conditions precedent set forth in paragraphs 3.3 through 3.5.

3.7. John Geist will have the boundaries and legal descriptions of all remaining undeveloped real property in MFT-4 confirmed by a licensed surveyor.

3.8. In the event each of the conditions precedent set forth in paragraphs 3.1 to 3.7 cannot be achieved by May 1, 2015, this Agreement is null and void. The Parties may agree in writing to extend this deadline at their sole discretion.

4. .CONSIDERATION.

4.1. The Association shall tender payment in the amount of $17,300.00 for Tract E of Skyland MFT-4 consistent with paragraph 3.2 above.

4.2. The Association surrenders any claims to restrict or prohibit development on Tracts B-F that it may have pursuant to the Condominium Declarations, the CCIOA, or otherwise.

4.3. John Geist shall tender payment (in addition to amounts paid by the Association) for Tract E of Skyland, MFT-4, and John Geist shall be solely responsible for the consideration necessary to secure the transfer of Tract C of Skyland MFT-4 to the Association.

4.4. John Geist surrenders any claims he may have to develop units in MFT-4 beyond the 14 units contemplated by this Agreement.

4.5. John Geist shall convey the property commonly referred to as Skyland MFT-4 Tract B to the Association.

5. DUTIES OF THE ASSOCIATION. In addition to any other duties set forth in this Agreement, the Association shall have the following duties:

5.1. The Association shall draft all documents, including an amendment to the Condominium Declaration, and take all steps necessary to duly approve the addition of Tracts B-F to the Golf Villas at Skyland common interest community and the right to construct 14 units thereon in accordance with paragraph 3.5.

5.2. The Association shall draft any and all supplements to the Condominium Declaration, as required upon the substantial completion of any additional units per paragraph 37.3 of the Condominium Declaration, at its expense, except that any costs relating to surveying and the surveyor's expenses relating to drafting the supplemental condominium map(s) shall be borne by John Geist. The terms of such supplements shall be consistent with the terms set forth in this Agreement.

5.3. The Association shall have the duty to communicate with its members, and its members' first mortgage holders, in order to facilitate the Association approval required by paragraph 3.5, above.

5.4. Upon the issuance of a certification of occupancy from Gunnison County, the Association shall be responsible to carry liability insurance for those elements of the buildings deemed "common elements" as defined in the Condominium Declaration.

6. DUTIES OF JOHN GEIST. In addition to any other duties set forth in this Agreement, John Geist shall have the following duties:

6.1. CONTRACTOR'S INSURANCE. John Geist shall ensure that the contractor he will hire to construct buildings pursuant to this Agreement shall maintain such insurance as will protect the parties from any and all claims for unemployment, worker's compensation, and claims for damages because of bodily injury and property damage. John Geist and the Association shall be additional insured parties under this insurance. The minimum limits of liability are set forth below:

	Limit Amounts
Liability Insurance of Contractor (aggregate)	$2,000,000.00

6.2. PROPERTY INSURANCE. Unless otherwise provided, John Geist shall purchase and maintain Property insurance upon the entire work at the site to the full insurable value thereof. This insurance shall insure against, among other things, the perils of fire, vandalism and malicious mischief. The duty of providing such insurance shall remain until such time as the units are sold or otherwise added to the Association. John Geist shall be responsible to provide copies of the insurance policy and declarations page to the Association no less than thirty days prior to the commencement of construction.

6.3. John Geist shall post a $5,000.00 construction bond for damages related to construction activities, including but not limited to road damage.

6.4. John Geist shall hire a general contractor of sufficient skill and experience to ensure a successful construction project. At all times John Geist shall be solely responsible for any building permit fees, surveying expenses, infrastructure costs, landscaping costs, tap fees, utility costs, insurance, taxes, and construction costs of any kind related to the construction of the fourteen (14) units as contemplated by this Agreement.

6.5. The fourteen (14) units shall be constructed consistent with the Site Plan attached hereto as **Exhibit B**. The fourteen (14) units will be configured as follows: eleven (11) units in three buildings (4-3-4) along Skyland drive to the north of Mountain West (MW) Skyland MFT-4 Tract D, and three (3) units in a triplex on the lot next to the 6 plex, Skyland MFT-4 Tract F.

6.6. John Geist shall be responsible to ensure that the construction in MFT-4 complies with federal, state, county, special district statutes, ordinances, and regulations.

6.7. John Geist shall provide to the Association copies of any and all building permits, or other construction related permits required by Gunnison County, and/or any other governmental entity or special district with permitting authority related to the proposed construction in MFT-4.

6.8. John Geist shall be responsible to ensure that the construction in MFT-4 complies with all applicable provisions of the declaration of covenants of the Skyland Community Association and its Architectural Design Guidelines.

6.9. John Geist shall be responsible to ensure that the construction in MFT-4 complies with the Condominium Declarations and the Association's Bylaws.

6.10. John Geist shall maintain undeveloped parcels that he owns in a reasonable fashion until the commencement of construction, consistent with the existing open space in MFT-4, at his sole expense.

6.11. If John Geist shall assign any rights under this Agreement or convey any real property subject to this Agreement any such assignment or conveyance shall convey title to the real property subject to the reversion interest maintained by the Association pursuant to paragraph 2.17 above.

7. <u>ASSOCIATION'S WARRANTIES AND REPRESENTATIONS</u>. The Association represents, warrants, and covenants as follows:

7.1. The Association is a duly organized and valid existing Colorado non-profit corporation and has all of the requisite rights, powers and authority to enter into this Agreement, to execute all documents contemplated by this Agreement.

7.2. This Agreement constitutes a legal, valid and binding obligation of the Association, enforceable in accordance with the terms hereof.

7.3. All persons executing this Agreement on behalf of the Association have the full right, power and authority to execute the same on behalf of the Association.

7.4. The consummation of this Agreement will not violate, nor be in conflict with, in any material respect, any provision of the articles of incorporation, bylaws, Condominium Declaration or other governing documents of the Association or any agreement or instrument to which the Association is a party, or by which they are bound, or any judgment, decree, order, statute, rule or regulation applicable to the Association.

7.5. The Association is not a party to any litigation in any court, has no administrative claims pending against it by any administrative or governmental body and has not received notice of any pending claims, demands, damages or accounts of any nature or description due and owing by the Association or alleged to be due and owing by the Association to any person, entity or governmental body, and related to the subject matter of this Agreement.

7.6. Each of the foregoing representations, warranties and covenants of the Association shall be true as of the effective date of this Agreement.

8. JOHN GEIST'S WARRANTIES AND REPRESENTATIONS. John Geist represents, warrants and covenants as follows:

8.1. This Agreement constitutes a legal, valid and binding obligation of John Geist, enforceable in accordance with the terms hereof.

8.2. The consummation of this Agreement will not violate, nor be in conflict with, in any material respect, any agreement or instrument to which John Geist is a party, or by which it is bound, or any judgment, decree, order, statute, rule or regulation applicable to John Geist.

8.3. John Geist is currently empowered to act on behalf of LaDonna McLain and Fleishman and Shapiro, P.C. by executed powers of attorney with respect to Skyand MFT-4 Tract C and Tract E.

8.4. John Geist is not a party to any litigation in any court, has no administrative claims pending against him by any administrative or governmental body and John

Geist has not received notice of any pending claims, demands, damages or accounts of any nature or description due and owing by John Geist or alleged to be due and owing by John Geist to any person, entity or governmental body, and related to the subject matter of this Agreement.

8.5. Each of the foregoing representations, warranties and covenants of John Geist shall be true as of the effective date of this Agreement.

9. ASSOCIATION'S INDEMNITIES. The Association agrees to hold harmless and to indemnify John Geist from all claims (including all costs, expenses, liabilities and reasonable attorneys' fees) arising or alleged to arise from any negligent act or omission or intentional act of misconduct of the Association pertaining to the Association's duties and obligations under this Agreement. The Association shall indemnify and hold harmless John Geist against any and all loss, liability, and expense including attorney's fees and court costs at all times after the date of this Agreement, against and in respect of any damage or deficiency resulting from any misrepresentations, breach of warranty, or nonfulfillment of any agreement on the part of the Association under this Agreement.

10. JOHN GEIST'S INDEMNITIES. John Geist agrees to hold harmless and to indemnify the Association from all claims (including all costs, expenses, liabilities and reasonable attorneys' fees) arising or alleged to arise from any negligent act or omission or intentional act of misconduct of John Geist pertaining to his duties and obligations under this Agreement. John Geist shall indemnify and hold harmless the Association against any and all loss, liability, and expense including attorney's fees and court costs at all times after the date of this Agreement, against and in respect of any damage or deficiency resulting from any misrepresentations, breach of warranty, or nonfulfillment of any agreement on the part of John Geist under this Agreement. John Geist further agrees to hold harmless and to indemnify the Association from all claims (including all costs, expenses, liabilities and reasonable attorney's fees) arising or alleged to arise from development of the fourteen (14) units contemplated by this Agreement, except as otherwise set forth in this Agreement.

11. INCORPORATION INTO GOLF VILLAS.

11.1. Except as otherwise set forth below, any units constructed pursuant to this Agreement shall become subject to the Condominium Declaration and Association Bylaws upon the recording of the supplemental Condominium Declaration(s) and supplemental Condominium Map(s) adding any units authorized under this Agreement to Golf Villas at Skyland.

11.2. ASSOCIATION DUES. John Geist shall be responsible to tender payment of association dues, assessments, or other charges levied by the Association pursuant to its Condominium Declaration or Association Bylaws from the earlier date of either one year from the date of the issuance of a building permit or upon receipt

of the certificate of occupancy on units built pursuant to this Agreement. John Geist shall be responsible to tender payment for any Association fees, assessments, or other Association costs levied by the Association within the three months prior to such effective date for payment. Upon the sale of each unit to third party purchasers, such third party purchasers shall be responsible thereafter for any such payments to the Association. If buildings are constructed pursuant to different building permits, the timeline set forth in this paragraph shall be based upon the building permits' dates and/or certificate of occupancy for the various buildings.

11.3. ASSOCIATION VOTING. Upon payment of the Association dues, assessments, etc. set forth in paragraph 13 above, the owner or owners of the new units constructed shall be entitled to voting rights pursuant to paragraph 18.4 of the Condominium Declaration.

12. EXPENSE OF AGREEMENT. Except as otherwise expressly set forth herein, the Association and John Geist shall bear their own costs, attorney fees, and other expenses relating to this Agreement.

13. GOOD FAITH AND FAIR DEALING. The Parties expressly acknowledge that each is bound by a covenant of good faith and fair dealing with respect to this Agreement, including but not limited to a duty to pursue, in good faith, the fulfillment of all conditions precedent.

14. FURTHER ASSURANCES. After execution of this Agreement, each Party shall execute and deliver to the other any other instrument which may be reasonably requested by the other and which is reasonably appropriate to carry out the intent of this Agreement.

15. DEFAULT. In the event of a breach of this Agreement the parties shall have whatever remedies at law or equity are available.

16. NOTICES. All notices, communications and payments required by this Agreement shall be sent to the following addresses:

The Association: Attn: President
Golf Villas Homeowners Association
63 St. Andrews Circle, Crested Butte, CO 81224.

John Geist: 7185 Manasota Key, Englewood, FL 34223

17. APPLICABLE LAW. This Agreement is entered into in Gunnison, Colorado. The Gunnison County District Court shall be the venue for any action pertaining to interpretation or enforcement of this Agreement.

18. ATTORNEY'S FEES. It is agreed that if any action is brought in a court of law by either party to this Agreement to enforce, interpret or construct this Agreement, or any document provided for herein, the prevailing party in such action shall be entitled to its reasonable attorneys' fees, as well as all costs incurred in the prosecution or defense of such action.

19. CAPTIONS. The headings and captions contained in this Agreement are inserted for the convenience of reference only and are not to be deemed a part of, nor to be used in, construing this Agreement.

20. INVALIDITY OR INAPPLICABILITY. If any term, provision or paragraph of this Agreement, or its application, should be invalidated or declared unenforceable, the remainder of this Agreement shall not be affected and each of the remaining terms, provisions and paragraphs of this Agreement shall continue in force and effect.

21. TIME OF ESSENCE. It is expressly agreed that time is of the essence of this Agreement. Failure of either party to exercise any right under this Agreement under a default by the other party shall not prevent such party from exercising any of the rights granted resulting from the same or any subsequent default.

22. BINDING AGREEMENT. It is understood and agreed that this Agreement shall be binding upon the heirs, personal representatives and assigns of the parties.

23. ASSIGNABILITY. John Geist may assign all or a portion of his rights and obligations under this Agreement to one or more third party without obtaining the consent of the Association. Specifically, John Geist may assign to one or more third parties without obtaining the consent of the Association the right to construct one, some, or all of the 14 units authorized by this Agreement, provided that such construction shall occur in accordance with this Agreement, and that the terms and conditions of this Agreement shall be binding on any such assigns as provided in paragraph 22.

24. ENTIRE AGREEMENT. This Agreement contains the entire and only agreement between the Association and John Geist and no oral statements or representations not contained in this Agreement shall be of any force or effect between the parties. This Agreement shall not be modified or amended in any manner except by written instrument executed by the parties.

25. WAIVER. No waiver of any breach of any one or more of the conditions of this Agreement by either party shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals with an effective date of the _____ day of January, 2015.

Golf Villas Homeowners Association,
a Colorado non-profit corporation

By:_____
David Bright, President of the
Board of Directors

ATTEST:

_____
William Hall, Secretary/Vice President

John Geist

By:_____
John Geist

The Agreement to Finalize Development Plans within Skyland MFT-4 was acknowledged before me in Gunnison County, Colorado this ___ day of _____, 2014, by David Bright as President and William Hall as Secretary/Vice President of Golf Villas Homeowners Association, a Colorado non-profit corporation.

WITNESS my hand and official seal.

MY COMMISSION expires: _____
(SEAL)

_____
Notary Public

The Agreement to Finalize Development Plans within Skyland MFT-4 was acknowledged before me in Berkeley County, South Carolina this 16 day of January, 2015, by John Geist.

WITNESS my hand and official seal.

MY COMMISSION expires: May 17, 2023
(SEAL)

_____
Notary Public

STEPHANIE SPARROW
NOTARY
PUBLIC
SOUTH CAROLINA

Golf Villas Homeowners Association,
a Colorado non-profit corporation

By: _____
David Bright, President of the
Board of Directors

ATTEST:
_____
William Hall, Secretary/Vice President

John Geist

By: _____
John Geist

The Agreement to Finalize Development Plans within Skyland MFT-4 was acknowledged before me in Gunnison County, Colorado this 31st day of December, 2014, by David Bright as President and William Hall as Secretary of Golf Villas Homeowners Association, a Colorado non-profit corporation.

WITNESS my hand and official seal.

MY COMMISSION expires: 08/28/2018
(SEAL)

_____
Notary Public

NOLA J OBEROSLER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20024027873
MY COMMISSION EXPIRES AUGUST 28, 2018

The Agreement to Finalize Development Plans within Skyland MFT-4 was acknowledged before me in _____ County, Colorado this ___ day of _____, 2014, by John Geist.

WITNESS my hand and official seal.

MY COMMISSION expires: _____
(SEAL)

_____
Notary Public

Exhibit A
Legal Description of Tracts B-F

LAND DESCRIPTION - TRACT B

A tract of land located within Multifamily Tract 4, SKYLAND - Initial Filing, according to the plat thereof recorded at Reception No. 363852 of the records of the Clerk and Recorder of Gunnison County, Colorado, being more particularly described as follows:

BEGINNING AT A POINT on the southernmost boundary line of said Multifamily Tract 4, also being a point on the northern boundary line of Lot D-7, SKYLAND - Initial Filing, whence the southwest corner of said Multifamily Tract 4 bears N67°59'19"W 124.31 feet; thence the following ten (10) courses:

1) S67°59'19"E 145.69 feet along said southernmost boundary line to the southernmost boundary corner of said Multifamily Tract 4; thence

2) N10°59'04"E 200.00 feet along a boundary line common to said Multifamily Tract 4 and Golf Course, SKYLAND - Initial Filing, to a boundary corner of said Multifamily Tract 4, also being a point on the southern boundary line of Golf Villas at Skyland - Filing No.5, recorded at Reception No. 497551 of the records of the Clerk and Recorder of Gunnison County; thence

3) N82°03'33"W 73.96 feet along the southern boundary line of said Golf Villas at Skyland - Filing No. 5 to a point on the eastern boundary line of St. Andrews Circle; thence

4) S22°00'41"W 8.33 feet along the eastern boundary line of St. Andrews Circle; thence

5) 18.67 feet along a curve to the left having a radius of 70.00 feet, an included angle of 15°16'48", and a chord bearing S29°39'11"W 18.61 feet to the northwest corner of Golf Villas at Skyland - Filing No. 2, recorded at Reception No. 447559 of the records of the Clerk and Recorder of Gunnison County; thence

6) S52°42'09"E 80.00 feet along the northern boundary line of said Golf Villas at Skyland - Filing No. 2; thence

7) S37°17'51"W 118.64 feet along the eastern boundary line of said Golf Villas at Skyland - Filing No. 2; thence

8) N52°42'09"W 80.00 feet along the southern boundary line of said Golf Villas at Skyland - Filing No. 2 to the southwest corner of said Golf Villas at Skyland - Filing No.2, also being a point along the eastern boundary line of Dedicated Street as shown on the plat of said Golf Villas at Skyland - Filing No. 2; thence

9) S37°17'51"W 7.36 feet along the eastern boundary line of said Dedicated Street to the southeast boundary corner of said Dedicated Street; thence

10) S22°00'41"W 30.00 feet to the POINT OF BEGINNING;

Said tract of land contains 0.25 acres, more or less.

County of Gunnison,

LAND DESCRIPTION - TRACT C

A tract of land located within Multifamily Tract 4, SKYLAND - Initial Filing, according to the plat thereof recorded at Reception No. 363852 of the records of the Clerk and Recorder of Gunnison County, Colorado, being more particularly described as follows:

BEGINNING at the southwest corner of said Multifamily Tract 4; thence the following seven (7) courses:

1) S67°59'19"E 124.31 feet along the southernmost boundary line of said Multifamily Tract 4, also being the northern boundary line of Lot D-7, SKYLAND - Initial Filing; thence

2) N22°00'41"E 30.00 feet to the southeast boundary corner of Dedicated Street as shown on the plat of Golf Villas at Skyland - Filing No.2 recorded at Reception No. 447559 of the records of the Clerk and Recorder of Gunnison County; thence

3) N67°59'19"W 41.47 feet along the southern boundary line of said Dedicated Street; thence

4) N37°17'51"W 73.68 feet along the western boundary line of said Dedicated Street to a point on the southern boundary of St. Andrews Circle; thence

5) 12.33 feet along a non-tangential curve to the left having a radius of 70.00 feet, an included angle of 10°05'18", and a chord bearing N73°01'58"W 12.31 feet; thence

6) N67°59'19"W 90.00 feet along the southern boundary line of St. Andrews Circle to a point on the eastern boundary of Skyland Drive as shown on said plat of SKYLAND - Initial Filing; thence

7) S22°00'41"W 100.00 feet along the eastern boundary line of said Skyland Drive to the POINT OF BEGINNING;

Said tract of land contains 0.23 acres, more or less.

County of Gunnison,

State of Colorado.

Tract D:

A tract of land within Multifamily Tract 4, Skyland, Initial Filing, filed at Reception No. 363852 in the records of Gunnison County, Colorado, said tract being more particularly described as follows:

Commencing at the southwest corner of said Multifamily Tract 4, thence North 22°00'41" East, 226.97 feet along the westerly boundary of said Multifamily Tract 4 to the POINT OF BEGINNING of the herein described tract; thence the following courses around said tract:

1. North 22°00'41" East 317.77, feet along said boundary;

2. Along the arc of a curve to the left along said boundary, a distance of 80.00 feet, said curve having a radius of 415.00 feet and a chord bearing North 16°29'23" East;

3. South 62°01'16" East 217.91 feet along the northerly boundary of said Multifamily Tract 4 to a point on the northwesterly boundary of St. Andrews Circle as dedicated on the plat of Golf Villas at Skyland, Filing No. 3, recorded at Reception No. 455898, in said records;

4. Along the arc of a curve to the left along said boundary, a distance of 134.73 feet, said curve having a radius of 80.00 feet and chord bearing South 70°15'28" West;

5. South 22°00'41" West, 291.65 feet along the said westerly boundary of St. Andrews Circle as dedicated on the plat of Golf Villas at Skyland, Filing No. 2, recorded at Reception No. 447559, in said records;

6. North 69°38'29" West, 120.05 feet to the POINT OF BEGINNING of the herein described tract;

County of Gunnison,
State of Colorado.

Tract E

That certain property conveyed to LaDonna McLain by Treasurer's Deed recorded April 23, 2012 at Reception No. 612502, more particularly described as Part of Multifamily Tract 4 Skyland, Initial Filing, 0.17 acres, #504092.

Tract F

A tract of land within Multifamily Tract 4, Skyland, Initial Filing, filed under Reception Number 363852 in the records of Gunnison County, Colorado, said tract being more particularly described as follows:

Commencing at the southeast corner of Golf Villas at Skyland, Filing Number 1, bearing Reception Nymber 436338 in said records, the POINT OF BEGINNING of the herein described tract, thence the following courses around said tract:

1. North 34°47'51" East 93.46 feet along the easterly boundary of said Golf Villas, Filing Number 1, to a point on the southerly boundary of Golf Villas at Skyland, Filing Number 3, bearing Reception Number 455898 in said records;

2. South 62°01'16" East 19.94 feet to the southeast corner of said Golf Villas at Skyland, Filing Number 3;

3. North 38°27'17" East 81.00 feet along the easterly boundary of said Golf Villas at Skyland, Filing Number 3, to a point on the southerly boundary of St. Andrews Circle as dedicated by the plat of said Golf Villas at Skyland, Filing Number 3;

4. Along the arc of a curve to the right along said boundary a distance of 45.38 feet, said curve having a radius of 140.00 feet and a chord bearing South 42°15'43" East;

5. South 32°58'31" East 35.28 along the westerly boundary of St. Andrews Circle as dedicated by the plat of Golf Villas at Skyland, Filing Number 4, bearing Reception Number 484450 in said records;

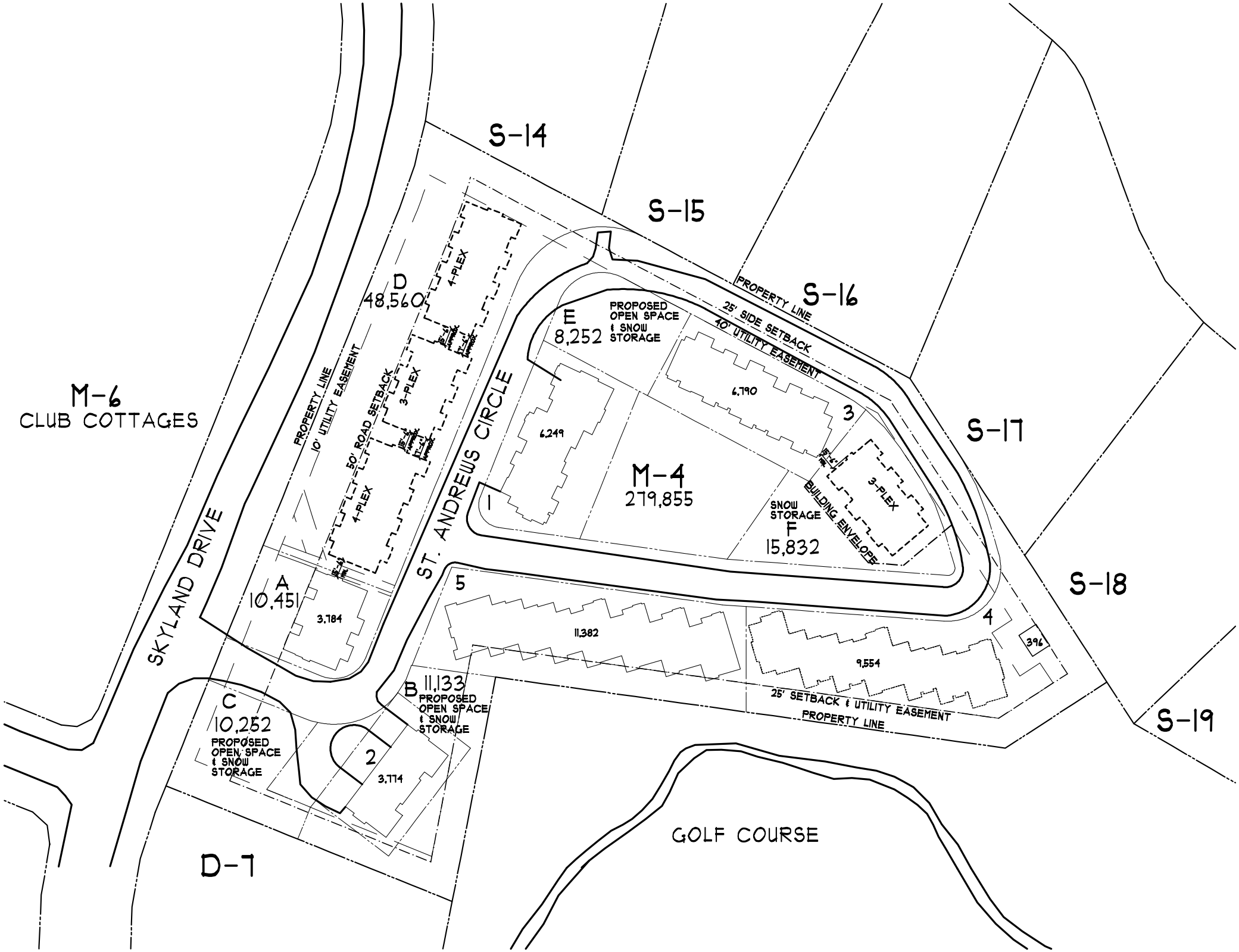
6. Along the arc of a curve to the right along said boundary a distance of 44.03 feet, said curve having a radius of 150.73 feet and a chord bearing South 24°36'24" East;

7. South 16°14'19" East 35.40 along said boundary;

8. Along the arc of a curve to the right along said boundary a distance of 12.16 feet, said curve having a radius of 6.31 feet and a chord bearing South 38°59'01" West;

9. North 85°47'40" West 193.07 feet along said boundary to the POINT OF BEGINNING of the herein described tract.

This tract contains 0.37 acres more or less.


S-14
S-15
S-16
S-17
S-18
S-19
M-6
CLUB COTTAGES
SKYLAND DRIVE
ST. ANDREWS CIRCLE
D
48,560
4-PLEX
3-PLEX
4-PLEX
PROPERTY LINE
10' UTILITY EASEMENT
50' ROAD SETBACK
A
10,451
3,784
C
10,252
PROPOSED OPEN SPACE & SNOW STORAGE
2
3,774
B 11,133
PROPOSED OPEN SPACE & SNOW STORAGE
E
8,252
PROPOSED OPEN SPACE & SNOW STORAGE
6,249
1
M-4
279,855
6,790
3
3-PLEX
BUILDING ENVELOPE
SNOW STORAGE
F
15,832
PROPERTY LINE
25' SIDE SETBACK
10' UTILITY EASEMENT
5
11,382
4
9,554
396
25' SETBACK & UTILITY EASEMENT
PROPERTY LINE
GOLF COURSE
D-7

AMENDMENT TO CONDOMINIUM DECLARATION
FOR GOLF VILLAS AT SKYLAND

This Amendment to the Condominium Declaration for Golf Villas at Skyland (the "Amendment") is executed this ___ day of _____, 2014 by Golf Villas Homeowners Association, a Colorado non-profit corporation (the "Association") as follows:

1. Facts and Purposes. The following facts and purposes apply to this Amendment:

1.1. Golf Villas at Skyland (the "Condominium Project") was declared and established on August 26, 1992 by the filing of record of the condominium map bearing Reception No. 436338 (the "Condominium Map") with the Gunnison County Clerk and Recorder's Office and the condominium declaration recorded in Book 710 at page 770 (the "Condominium Declaration") of the records of Gunnison County, Colorado.

1.2. Pursuant to paragraph 20.2 of the Condominium Declaration, as modified by operation of law pursuant to C.R.S. 38-33.3-217 (1)(a)(I), the Condominium Declaration may be amended by (i) the affirmative vote or agreement of unit owners of units to which at least sixty-seven percent (67%) of the votes in the Association are allocated; and (ii) the consent of eighty percent (80%) of the first mortgagees in accordance with the procedure set forth in C.R.S. 38-33.3-217(1)(b).

1.3 The Association is the designated homeowners association charged with the responsibility for the enforcement of the Condominium Declaration and is the designated attorney-in-fact for not less than sixty-seven percent (67%) of the unit owners of units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

1.4. The express or implied consent to this Amendment by eighty percent (80%) of the first mortgagees has been obtained in accordance with the procedure set forth in C.R.S. 38-33.3-217(1)(b).

1.5 The Association has executed the Agreement to Finalize Development Plans within Skyland MFT-4 (the "Agreement") with the owner [or the possessor of a valid power of attorney allowing him to act on behalf of the remaining owner(s)] of the remaining undeveloped property in Skyland MFT-4, John Geist. The Agreement is attached hereto as Exhibit 1, with Exhibits A and B to Exhibit 1 also attached.

2. Declaration. The Association does hereby publish, set forth and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations, and obligations shall be a covenant upon the Real Property, as that term is defined in the Condominium Declaration, including the land described in Exhibit A to Exhibit 1 attached hereto, but excluding the real property that has been platted as Mountain West Villas, and shall run with such Real Property as covenants thereon and shall constitute benefits and burdens to the Association, its successors and assigns, and to all parties hereafter acquiring any interest in

the subject Real Property.

3. Addition of Real Property to Golf Villas at Skyland. The real property described in attached Exhibit A to Exhibit 1, referred to as Skyland MFT-4 Tracts B-F, shall be added to the real property set forth at paragraph 2.14 of the Condominium Declaration, and shall be subject to the provisions of the Condominium Declaration and its supplements and amendments.

4. Division of Property into Condominium Units. The real property described on attached Exhibit A to Exhibit 1 and the improvements constructed thereon may hereafter be divided into no more than fourteen condominium units, designated as units 31-44, each consisting of a fee simple interest in a condominium unit and an undivided fee simple interest in the Common Elements appurtenant thereto.

5. Pursuant to paragraph 37.3 of the Condominium Declaration, upon substantial completion of the construction of one or more of these units the Association shall record a supplement to the Condominium Declaration for Golf Villas at Skyland at the Gunnison County Clerk and Recorder's Office. Such units shall be deemed substantially complete upon the issuance of a certificate of occupancy.

6. Pursuant to paragraph 37.3 of the Condominium Declaration, the undivided fractional ownership interest in Common Elements appurtenant to each condominium unit in the Condominium Project shall be adjusted as detailed in the future supplement(s).

7. Supplemental Condominium Map. Contemporaneously with the filing of a supplement to the Condominium Declaration, a supplement to the Condominium Map shall be filed setting forth for the unit designation of each condominium unit and all other information required by paragraph 5.2 of the Condominium Declaration.

8. Description of Condominium Unit. Paragraph 6.1 of the Condominium Declaration is amended to read in its entirety as follows:

Every instrument affecting the title to a Unit may describe the Unit as follows:

Condominium Unit ___, GOLF VILLAS AT SKYLAND, according to the Condominium Map bearing Reception No. _____ and the _____ Supplement to Condominium Declaration pertaining thereto recorded as Reception No. _____ of the records of Gunnison County, Colorado,

County of Gunnison,
State of Colorado.

Such method of description shall be sufficient for all purposes to sell, convey, transfer and encumber or otherwise affect the condominium unit, the undivided fractional ownership interest in the common elements appurtenant thereto, and all other appurtenant properties and property rights, and incorporates all of the rights, duties, limitations and burdens incident to ownership of a condominium unit as described in the Condominium Declaration.

9. Maximum Number of Units. The maximum number of units shall not exceed forty-two (42); excluding from this calculation the three units known as Mountain West Villas.

10. Development Deadline. Any units constructed pursuant to this Amendment shall be completed no later than May 1, 2030, and shall be subject to the terms and conditions set forth in this Amendment as well as in the Agreement to Finalize Development Plans within Skyland MFT-4.

11. General. The following provisions shall apply hereunder:

11.1. To the extent that any provision in this Amendment is inconsistent with a provision in the Condominium Declaration or Condominium Map, this Amendment shall control. Except as modified by this Amendment, all provisions of Condominium Declaration and Condominium Map, as previously amended and supplemented, remain in full force and effect.

11.2 If any of the provisions of this instrument, or any paragraph, sentence, clause, phrase, word, or the application thereof in any circumstances shall be invalidated, such invalidity shall not affect the validity of the remainder of this instrument, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

11.3. Capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Condominium Declaration.

In witness whereof, the Association has executed this Amendment the date first above written.

[This space is intentionally left blank. Signatures appear on the following page.]

Golf Villas Homeowners Association, a Colorado non-profit corporation

_____
David Bright, President of the Board of Directors

ATTEST:

_____
William Hall, Secretary/Vice President

The foregoing instrument was acknowledged before me in Gunnison County, Colorado this ___ day of _____, 2014, by David Bright as President and William Hall as Secretary of Golf Villas Homeowners Association, a Colorado non-profit corporation.

WITNESS my hand and official seal.

MY COMMISSION expires: _____
(SEAL)

_____
Notary Public

Exhibit A

LUC-16-0008 John Geist, Skyland Multi-Family Tract 4

Filing	Recording Date	Units Constructed	Total Units
Golf Villas at Skyland, Filing I	8/26/1992	5	5
Golf Villas at Skyland, Filing II	12/7/1993	2	7
Golf Villas at Skyland, Filing III	11/1/1994	6	13
Golf Villas at Skyland, Filing IV	7/28/1998	7	20
Golf Villas at Skyland, Filing V	11/02/1999	8	28
Golf Villas at Skyland, Filing VI	2/19/2002	1	29
Mountain West Villas, Filing 1	2/7/2003	3 added, 1 removed by vacation of Golf Villas Filing VI	31

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. ___SERIES 2016

A RESOLUTION APPROVING THE PARTIAL REPLAT OF PORTIONS OF MULTI-FAMILY TRACT 4, SKYLAND – INITIAL FILING, INTO TRACTS B THROUGH F, COUNTY OF GUNNISON, STATE OF COLORADO

WHEREAS, John G. Geist, represented by attorney Marcus Lock, has submitted an application to replat portions of the Multi-family tract 4 (MF-4), Skyland Initial Filing. The applicant seeks to reduce the number of units to be constructed from 22 units to 14 units. Skyland MF-4 was originally approved by the Board of County Commissioners on July 16, 1991 for 65 units. To date, 31 units have been constructed on parcels within MF-4 as noted in attached Exhibit A. Applicant proposes to subdivide the remaining undeveloped land within MF-4 into Tracts B-G. Tract D will be reserved for the development of 11 additional units, and Tract F will be reserved for the development of 3 additional units. All 14 additional units will be added to the Golf Villas at Skyland common interest community. Tracts, B, C, and E will be preserved in perpetuity as open space.

On August 1, 2001, the Planning Commission noted that the tract had initially been approved for 65 units; in 1996, the number of approved units was reduced to 59, at the request of the property owner. At that time a total of 28 units had been constructed and thus 31 units were still to be constructed under the allowed number of units. The property owner at the time, Mountain West, proposed to build 25 units, three fewer than allowed. Three additional units were built in 2001 leaving 22 units that can be built.

Issues relating to the development of the remaining land have been a source of contention between the Skyland Community Association and the owners of the remaining developable land within MF-4 for a number of years. As properties were built and sold, conflicts also developed between the owners of undeveloped property in Skyland MF-4 and the existing homeowners associations, Golf Villas at Skyland and Mountain West Villas. The disputes related to the infrastructure costs, development rights, and open space and setback requirements set forth in the Skyland Community Association Design Guidelines.

The parties have agreed to collaborate in an effort to reasonably define the development rights in MF-4. John Geist, owner of tracts B, C, D, E, and F has agreed to limit the remaining development in MF-4 to fourteen additional units, as shown on the proposed replat titled, "Partial Replat of Portions of Multi-Family Tract 4, Skyland—Initial Filing, into Tracts B through F, County of Gunnison, State of Colorado." There are 28 units in Golf Villas and 3 units in Mountain West Villas, with the addition of the proposed 14 units to Golf Villas, there will be a total of 45 units on MF-4, 20 units less than originally contemplated.

WHEREAS, the proposed replat and the executed *Agreement to Finalize Development Plans Within Skyland MFT-4* between the Golf Villas Homeowners Association and John G. Geist identify the location and number of units to be built on MF-4. The reduction in density and proposed replat do not conflict with any previously approved Land Use Changes for MF-4 and are in compliance with the standards of the Gunnison County *Land Use Resolution*.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that the Land Use Change Permit No. 16-0008, for John Geist, is approved,

subject to each and all of the foregoing conditions of this decision document, as identified above,

WHEREAS, this review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Planning Office file relative to this application; including all exhibits, references and documents as included therein.

THIS APPROVAL is affected noting that decision documentation includes, but is not limited to, the application and the entire Community Development Department Land Use Change Permit application file relative to this application. This approval is founded on each individual finding and requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.

THIS RESOLUTION AND THE APPROVAL GRANTED HEREBY shall not be effective unless and until a copy is recorded in the Office of the Clerk and Recorder of Gunnison County.

INTRODUCED by Commissioner _____, seconded by Commissioner , and passed on this ___day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS

_____	_____	_____
Paula Swenson, Chairperson	Phil Chamberland, Commissioner	Jonathan Houck, Commissioner

ATTEST:

Gunnison County Clerk and Recorder

DEDICATION
I, John G. Geist, being the owner of the land described as follows:

All of Multifamily Tract 4, SKYLAND - INITIAL FILING, according to the Plat thereof bearing Reception No. 363852 in the office of the Clerk and Recorder of Gunnison County, Colorado excepting only:

1. Golf Villas at Skyland, Filing No. 1 as set forth on the Condominium Map recorded in the real property records of Gunnison County, Colorado at Reception No. 436338,
2. Golf Villas at Skyland, Filing 2 as set forth on the Condominium Map recorded in the real property records of Gunnison County, Colorado at Reception No. 447559,
3. Golf Villas at Skyland, Filing 3 as set forth on the Condominium Map recorded in the real property records of Gunnison County, Colorado at Reception No. 455898,
4. Golf Villas at Skyland - Filing 4 Within Multifamily Tract 4, Skyland - Initial Filing, Gunnison County, Colorado as set forth on the Condominium Map recorded in the real property records of Gunnison County, Colorado at Reception No. 485450,
5. Golf Villas at Skyland - Filing 5 Within Multifamily Tract 4, Skyland - Initial Filing, Gunnison County, Colorado as set forth on the Condominium Map recorded in the real property records of Gunnison County, Colorado at Reception No. 497551,
6. Golf Villas at Skyland, Filing VI - Within Multifamily Tract 4, Skyland - Initial Filing, Gunnison County, Colorado as set forth on the Condominium Map recorded in the real property records of Gunnison County, Colorado at Reception No. 518314, and
7. Mountain West Villas, Filing 1 Within Multifamily Tract 4, Skyland - Initial Filing, Gunnison County, Colorado as set forth on the Condominium Map recorded in the real property records of Gunnison County, Colorado at Reception No. 527860,

but which specifically includes Tracts B, C, D, E and F as shown hereon,

County of Gunnison,
State of Colorado.

Under the name of *PARTIAL REPLAT of PORTIONS of MULTIFAMILY TRACT 4, SKYLAND - INITIAL FILING, INTO TRACTS B THROUGH F*, have laid out, platted and/or subdivided the same as shown on this plat and do hereby permanently dedicate to the public at large the streets, alleys, roads and other public areas as shown hereon and hereby permanently dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon.

The real property laid out as *PARTIAL REPLAT of PORTIONS of MULTIFAMILY TRACT 4, SKYLAND - INITIAL FILING, INTO TRACTS B THROUGH F* is platted and dedicated pursuant to the terms and conditions of the Covenants of SKYLAND – INITIAL FILING, dated and recorded November 17, 1981 at Book 574, Page 141 of the official records of Gunnison County, Colorado, as amended.

In witness whereof John G. Geist has subscribed his name this _____ day of _____, 2016.

By_____
John G. Geist

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, A.D. 2016 by John G. Geist.

My commission expires: _____

My address is: _____

Witness my hand and official seal:

_____
Notary Public (seal)

LIENHOLDER CONSENT

I, Daniel P. Gallagher, Jr., being the holder of liens, as recorded as Reception Nos. 624988 and 624990 of the real property records of Gunnison County, Colorado, on the land dedicated, platted and/or subdivided on this plat do hereby consent to such dedication, plat and/or subdivision.

In witness whereof Daniel P. Gallagher, Jr. has subscribed his name this _____ day of _____, 2016.

By_____
Daniel P. Gallagher, Jr.

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, A.D. 2016 by Daniel P. Gallagher, Jr.

My commission expires: _____

My address is: _____

Witness my hand and official seal:

_____
Notary Public (seal)

PLAT NOTES
1) CONFINEMENT OF DOMESTIC ANIMALS. Domestic animals must be controlled by kenneling, leash, fencing or other physical constraint and that any expense of enforcement of the domestic animal control restrictions by the County shall be at the expense of the responsible association or individual.
2) AWARENESS OF COLORADO "FENCE-OUT" REQUIREMENTS. A property owner is required to construct and maintain fencing in order to keep livestock off his/her property as per C.R.S. 35-46-101 et seq.

ATTORNEY'S OPINION
I, Marcus J. Lock, an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated and subdivided. By virtue of the Order on Motion for Entry of Default, Default Judgment and Decree Quieting Title recorded in the real property records of Gunnison County, Colorado as Reception No. 638080, such title is vested in John G. Geist and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows:

1. Board of County Commissioners of Gunnison County Resolutiuon No. _____ Series 2016 as recorded as Reception No. _____.
2. Agreement to Finalize Development Plans Within Skyland Multifamily Tract 4 as recorded as Reception No. _____.
3. Resolution of the Skyland Community Association Granting Variance Request on Multifamily Tract 4 as recorded as Reception No. _____.
4. Site Plan for Multifamily Tract 4, Skyland, Gunnison County, Colorado dated October 1, 2014 and prepared by Daniel J. Murphy Architect, P.C. as recorded as Reception No. _____.
5. Amendment to Condominium Declaration for Golf Villas at Skyland as recorded as Reception No. _____.
6. Real Estate Mortgage in favor of Daniel P. Gallagher, Jr. recorded as Reception No. 624988 and Real Estate Mortgage in favor of Daniel P. Gallagher, Jr. recorded as Reception No. 624990.
7. All Patent reservations as reserved in United States Patent(s) recorded October 5, 1886 in Book 45 at page 322, October 31, 1901 in Book 101 at page 252, May 8, 1909 in Book 101 at page 428, July 28, 1910 in Book 101 at page 450, and January 4, 1922 in Book 184 at page 298; including:
   a. Any vested and accrued water rights for mining, agriculture, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts;
   b. The right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted as provided by law; and
   c. A right of way thereon for ditches or canals constructed by the authority of the United States;
8. Covenants, conditions, and restrictions as set forth in Declaration of Protective Covenants of Skyland - Initial Filing as recorded November 17, 1981 in Book 574 at page 141, Notice of Amendment of Declaration of Protective Covenants as recorded August 29, 1996 in Book 789 at page 710, Amendment recorded January 3, 1997 as Reception No. 473133, Notice of Amendment recorded February 23, 2005 as Reception No. 551122 and in Resolution recorded September 22, 2011 as Reception No. 608447; together with any modifications or amendments thereto.
9. Certification dated December 22, 1981, indicating that all lands within Skyland - Initial Filing are subject to design guidelines as required by the Protective Covenants as evidenced in Certification recorded January 13, 1982 in Book 576 at page 164, and in Supplemental Certification recorded August 2, 1983 in Book 595 at page 76.
10. All easements, exceptions, dedications, reservations, ditches, building envelopes, setbacks, and notes as set forth on the Plat of Skyland - Initial Filing recorded November 17, 1981 as Reception No. 363852, the Replat of Portions of Skyland - Initial Filing recorded April 26, 1983 as Reception No. 373701, and the Correction Plat recorded August 8, 1995 as Reception No. 461594; including:
   a. Easements recorded in Book 270 at page 527 and in Book 377 at page 288;
   b. Maintenance and utility easements of 15 feet along all lot or tract lines which adjoin roadway right of way, 15 feet along all lot or tract lines which adjoin golf course, and 10 feet along each side of all other lot or tract lines; and
   c. 30' Water easement along southerly boundary of the subject property;
11. An easement for the installation, operation and maintenance of a water treatment building within a portion of Multifamily Tact 4, SKYLAND - INITIAL FILING, according to the plat thereof bearing Reception No. 363852 of the records of Gunnison County, Colorado as contained in Quit Claim Deed from Jack D. Blanton to Skyland Metropolitan District, a Colorado special district as recorded March 22, 1988 in Book 652 at Page 833 and any and all assignments thereof or interests therein.
12. Terms and conditions as set forth on the Tap Purchase Agreement between East River Regional Sanitation District and Skyland Properties, a Colorado limited partnership providing for a sewage treatment system as recorded October 1, 1984 in Book 610 at Page 349.
13. Any taxes, fees, assessments or charges by reason of the inclusion of the subject property within Skyland Metropolitan District and the East River Regional Sanitation District.
14. Terms and conditions of Development Agreement between Skyland Properties and The Skyland Metropolitan District recorded July 21, 1986 in Book 631 at page 625.
15. Board of County Commissioners Resolution No. 19, Series 1995 as set forth in instrument recorded April 6, 1995 in Book 762 at page 190.
16. Covenants, conditions, and restrictions as set forth in Condominium Declaration for Golf Villas at Skyland recorded August 26, 1992 in Book 710 at page 770, Amendment recorded September 10, 1992 in Book 711 at Page 465, First Supplement recorded December 7, 1993 in Book 736 at page 534, Second Supplement recorded November 1, 1994 in Book 755 at page 18, Third Supplement recorded July 28, 1998 as Reception No. 485451, and Fourth Supplement recorded November 2, 1999 as Reception No. 497552; together with any modifications or amendments thereto.
17. All easements, exceptions, dedications, reservations, ditches, building envelopes, and notes as set forth on the Plat of Golf Villas at Skyland, Phase 1 recorded August 26, 1992 as Reception No. 436337, Golf Villas at Skyland Filing No. 1 recorded August 26, 1992 as Reception No. 436338, Golf Villas at Skyland Filing No. 2 recorded December 7, 1993 as Reception No. 447559, Golf Villas at Skyland Filing No. 3 recorded November 1, 1994 as Reception No. 455898, Golf Villas at Skyland Filing No. 4 recorded July 28, 1998 as Reception No. 485450, and Golf Villas at Skyland Filing No. 5 recorded November 2, 1999 as Reception No. 497551.
18. Deed, Grant of Licenses, Reservation and Grant of Easement and Option Agreement recorded June 20, 1996 in Book 785 at page 323 and July 17, 1996 in Book 787 at page 103.
19. Gunnison County Board of Commissioners Resolution No. 14, Series 2002, establishing board policy concerning the size of construction of residential units within Skyland Properties recorded February 27, 2002 as Reception No. 518492, Resolution No. 12, Series 2004 concerning the size of construction of residential units within Skyland properties recorded February 18, 2004 as Reception No. 539138 and March 4, as Reception No. 539537.
20. Terms and Conditions of Board of County Commissioners Resolution No. 14, Series 2003 vacating the Plat for Golf Villas at Skyland Filing VI - Phase 1 and the Declaration pertaining thereto, as set forth in instrument recorded February 7, 2003 as Reception No. 527858.
21. Easement and Joint Maintenance Agreement recorded September 29, 2010 as Reception No. 601032.
22. Terms and Conditions set forth in Special District Disclosure recorded December 31, 2014 as Reception No. 630679.
23. Memorandum of fees recorded on February 3, 2015 as Reception No. 631158.
24. Real property taxes for the current and subsequent years, liens not yet due and payable.
25. All matters depicted on this plat that may give rise to claims by third parties and all other rights or claims by parties not shown by the public records.

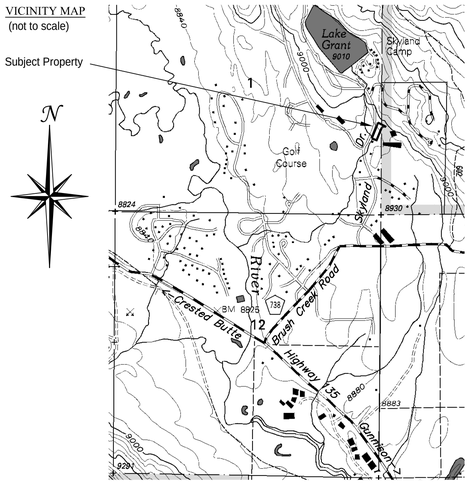
Dated this _____ day of _____, A.D. 2016.

_____
Marcus J. Lock, Attorney-At-Law
Supreme Court Registration No. 33048
For and on behalf of Law of the Rockies, LLC
525 N. Main St., Gunnison, CO 81230

SURVEY NOTES
1. Property boundaries and easements are based upon the following Plats filed in the records of Gunnison County, Colorado:
   A) Skyland - Initial Filing, recorded at Reception No. 363852, B) Golf Villas at Skyland - Phase 1, recorded at Reception No. 436337, C) Condominium Map of Golf Villas at Skyland - Filing No. 1, recorded at Reception No. 436338, D) Condominium Map of Golf Villas at Skyland - Filing No. 2, recorded at Reception No. 447559, E) Condominium Map of Golf Villas at Skyland - Filing No. 3, recorded at Reception No. 455898, F) Condominium Map of Golf Villas at Skyland - Filing No. 4, recorded at Reception No. 485450, G) Condominium Map of Golf Villas at Skyland - Filing No. 5, recorded at Reception No. 497551, H) Condominium Map of Golf Villas at Skyland - Filing No. 6 - Phase 1, recorded at Reception No. 518314, and I) Condominium Map of Mountain West Villas - Filing No. 1, recorded at Reception No. 527860.
2. Property boundaries and easements are based upon metes and bounds descriptions contained within the following Warranty Deeds filed in the records of Gunnison County, Colorado: A) Mountain West Villas Tract B, recorded at Reception No. 508743, B) Mountain West Villas Tract C, recorded at Reception No. 504092, C) Mountain West Villas Tract D, recorded at Reception No. 596155, D) Mountain West Villas Tract E, recorded at Reception No. 504092, and E) Mountain West Villas Tract F, recorded at Reception No. 504092.
3. Easements and Encumbrances are based upon First Gunnison Title and Escrow's Title Commitment No. 09-09-029.
4. Distances and dimensions are in U.S. Survey Feet.
5. Outlines of existing buildings have been sketched hereon in approximate position only based on said recorded condominium plats.

VICINITY MAP
(not to scale)

Subject Property



LAND SURVEYOR'S STATEMENT
I, STEPHEN L. JESSOE, for and on behalf of All County Survey, Inc., being a Licensed Professional Land Surveyor in the State of Colorado, do hereby state that this *PARTIAL REPLAT of PORTIONS of MULTIFAMILY TRACT 4, SKYLAND - INITIAL FILING, INTO TRACTS B THROUGH F* was prepared by me and under my responsible charge & supervision and a) is accurate to the best of my knowledge, information and belief, b) is in accordance with applicable standards of practice, and c) is not a guarantee or warranty either expressed or implied.

Basis of Bearing is based on a bearing of S62°01'16"E between monuments found along the north boundary line of Multi-Family Tract 4, as shown hereon.

Dated this _____ day of _____, A.D. 2016.

_____
Stephen L. Jessoe, Colorado Licensed Professional Land Surveyor No. 38048
For and on behalf of All County Survey, Inc.
P.O. Box 7164, Gunnison, CO 81230
970-349-9400

BOARD OF COUNTY COMMISSIONERS' APPROVAL
The within *PARTIAL REPLAT of PORTIONS of MULTIFAMILY TRACT 4, SKYLAND - INITIAL FILING, INTO TRACTS B THROUGH F* is approved this ____ day of _____, A.D. 2016, and the private dedication of roads and common areas is approved on the condition that such roads and common areas shall be maintained and snowplowed, by and at the expense of the lot owners and not by Gunnison County or any other public agency.

By _____
Chairperson, Gunnison County Board of Commissioners

ATTEST:

_____
Gunnison County Clerk and Recorder

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE
This Plat was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado, on this ____ day of _____, 2016.

Reception Number _____ Time _____ Date _____

_____
Gunnison County Clerk and Recorder

ALL COUNTY SURVEY INC.
Stephen Jessoe, P.L.S.
P.O. Box 7164, Gunnison, CO 81230
970-349-9400 www.allcountysurvey.com

PARTIAL REPLAT of PORTIONS of MULTIFAMILY TRACT 4, SKYLAND – INITIAL FILING, INTO TRACTS B THROUGH F, COUNTY OF GUNNISON, STATE OF COLORADO

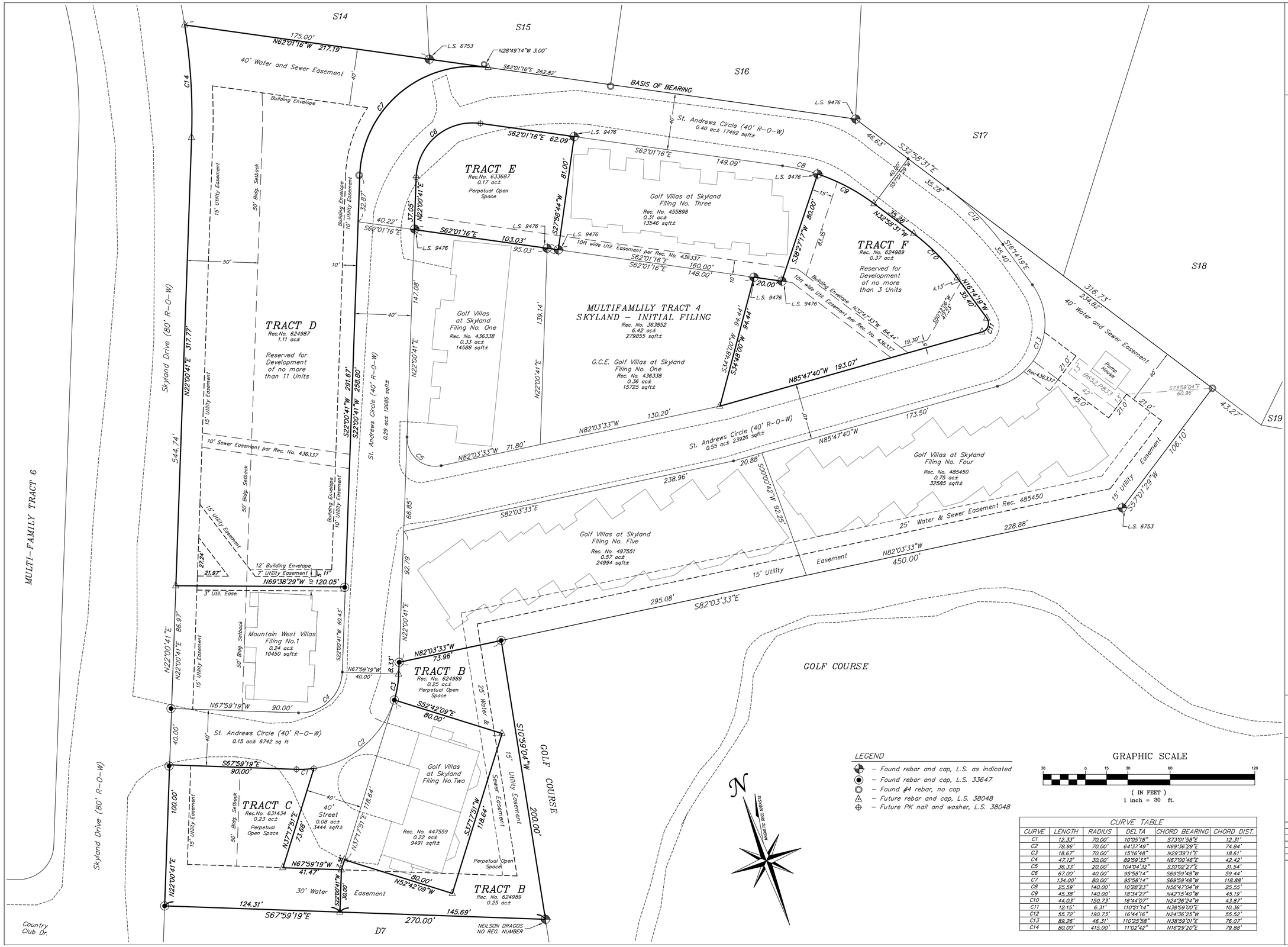
SCALE:

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 legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

DATE: 15 April 2016
DRAWN BY: SLJ
REVIEWED BY: SLJ

REVISIONS:
1.
2.
3.
4.
5.

PARTIAL REPLAT of PORTIONS of MULTIFAMILY TRACT 4, SKYLAND – INITIAL FILING, INTO TRACTS B THROUGH F, COUNTY OF GUNNISON, STATE OF COLORADO



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DIST.
C1	12.33'	70.00'	10°05'18"	S73°01'38"E	12.31'
C2	78.96'	70.00'	64°37'49"	N69°36'29"E	74.84'
C3	18.67'	70.00'	15°16'48"	N29°39'11"E	18.61'
C4	47.12'	30.00'	89°59'33"	N67°00'46"E	42.42'
C5	36.33'	20.00'	104°04'32"	S30°02'27"E	31.54'
C6	67.00'	40.00'	95°58'14"	S69°59'48"W	59.44'
C7	134.00'	80.00'	95°58'14"	S69°59'48"W	118.88'
C8	25.59'	140.00'	10°28'23"	N56°47'04"W	25.55'
C9	45.38'	140.00'	18°34'22"	N42°15'40"W	45.19'
C10	44.03'	150.73'	16°44'07"	N24°36'24"W	43.87'
C11	12.15'	6.31'	110°21'14"	N38°59'00"E	10.36'
C12	55.72'	190.73'	16°44'16"	N24°36'25"W	55.52'
C13	89.26'	46.31'	110°25'58"	N38°59'01"E	76.07'
C14	80.00'	415.00'	11°02'42"	N16°29'20"E	79.88'

ALL COUNTY SURVEY INC.
Stephen Jessoe, P.L.S.
P.O. Box 7164, Gunnison, CO 81230
970-349-9400 www.allcountysurvey.com

PARTIAL REPLAT of PORTIONS of MULTIFAMILY TRACT 4, SKYLAND – INITIAL FILING, INTO TRACTS B THROUGH F, COUNTY OF GUNNISON, STATE OF COLORADO

SCALE: 1" = 30'

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 legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

DATE: 15 April 2016
DRAWN BY: SLJ
REVIEWED BY: SLJ

REVISIONS:
1.
2.
3.
4.
5.

PARTIAL REPLAT of PORTIONS of MULTIFAMILY TRACT 4, SKYLAND – INITIAL FILING, INTO TRACTS B THROUGH F, COUNTY OF GUNNISON, STATE OF COLORADO