AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Plat Approval; LUC-19-00038 Double Top Condo

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Condominiumization of the Double Top Condos, a mixed-use development in CB South

Fiscal Impact:

Submitted by: hillary seminick **Submitter's Email Address:** hseminick@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
ok db 10-17-19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 10/17/2019 Certificate of Insurance Required Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/17/2019

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

Agenda Date: 10/22/2019

Revised April 2015

Gunnison County, CO
Community Development Department
221 N. Wisconsin St. Ste. D, Gunnison, CO 81230
Phone: (970) 641-0360
Website: www.gunnisoncounty.org
Email: planning@gunnisoncounty.org

To: Gunnison County Board of County Commissioners

From: Hillary Seminick, AICP, Senior Planner, Community Development Department

Date: November 5, 2019

Re: **LUC-19-00038, Double Top Condominiums: Condo Plat**

The Applicant, McHaskell Properties, LLC, represented by Elizabeth Appleton, PC, has submitted a request for a plat approval of Double Top Condominiums. The mixed-use building is located at 60 Gillaspey Ave, Crested Butte, legally described as Lot 10 of the Pioneer Plaza Townhomes NW ¼ Section 27, T14S, R85W, 6th P.M., Gunnison County, Colorado. Double Top Condominiums is comprised of four commercial units on the first floor and the two residential units on the second floor.

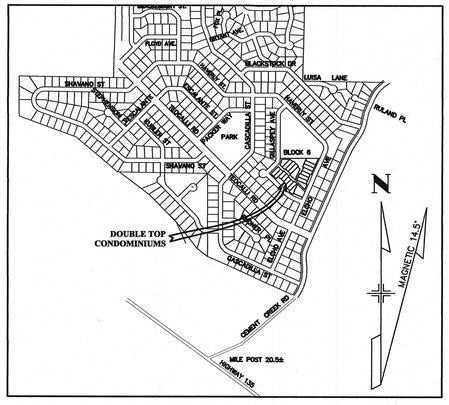
The Pioneer Plaza HOA has approved the condo plat and declarations. Double Top Condominiums will file additional, separate covenants that have been included in the application. The County is not a party to these covenants.

/S/ Hillary Iza Seminick, AICP

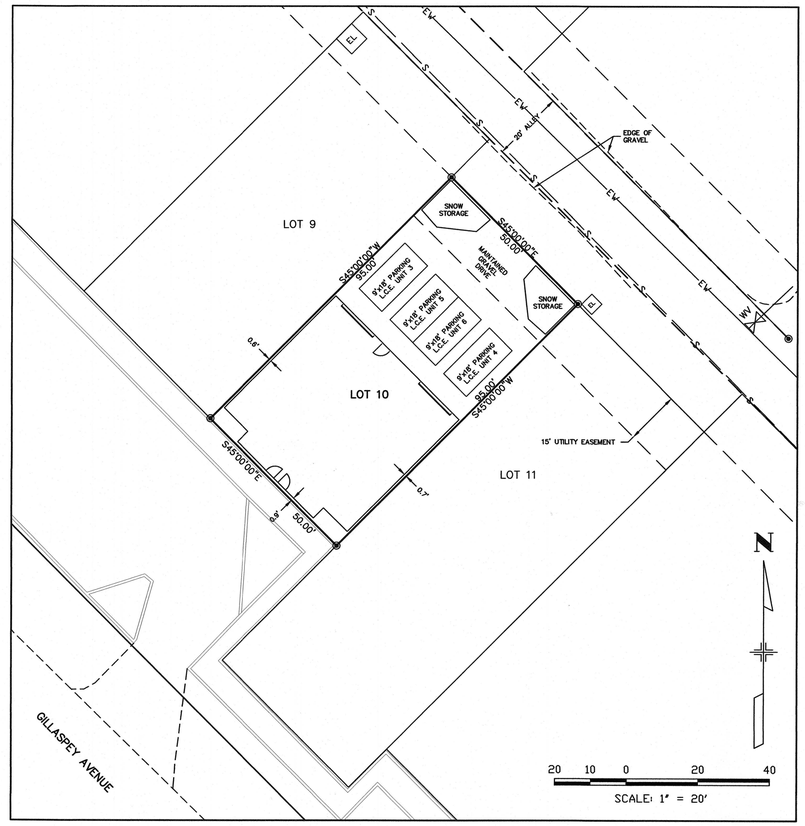
MAP OF

DOUBLE TOP CONDOMINIUMS

LOT 10, PIONEER PLAZA TOWNHOMES
NW 1/4 SECTION 27, T14S, R85W, 6th P.M.
GUNNISON COUNTY, COLORADO



VICINITY MAP
SCALE: 1"=1000'±



DEDICATION

McHaskell Properties, LLC, a Colorado limited liability company, being the owner of the land described below do hereby declare and execute this map of DOUBLE TOP CONDOMINIUMS, County of Gunnison, State of Colorado, as follows:

1. Dedication. McHaskell Properties, LLC, being the owner of the land described as follows:

UNIT 10, PIONEER PLAZA COMMERCIAL TOWNHOMES, according to the map thereof recorded July 15, 2005 under Reception No. 555753 and the Declaration of Covenants, Conditions and Restriction for the Pioneer Plaza Commercial Townhomes recorded July 15, 2005 under Reception No. 555752, and the Amendment thereof recorded August 16, 2005 under Reception No. 556976, County of Gunnison, State of Colorado,

under the name of DOUBLE TOP CONDOMINIUMS, have laid out, platted and/or subdivided the same as shown on this plat and do hereby permanently dedicate and convey to the owners of condominium units within this condominium and their guests, but not to the public at large, the common right to use the streets, alleys, roads and other 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.

2. Condominium Declaration. The real property laid out as DOUBLE TOP CONDOMINIUMS, County of Gunnison, State of Colorado, is platted and dedicated pursuant to the terms and conditions of the Declaration Establishing Double Top Condominiums dated _____ and recorded on ____, 2019 at Reception No. _____ of the records of Gunnison County, Colorado.

IN WITNESS WHEREOF, McHaskell Properties, LLC, subscribed its name this ___ day of _____, A.D. 2019.

McHaskell Properties, LLC

By_____
Mary Haskell, Managing Member

State of Colorado)
) ss.
County of Gunnison)

The foregoing Dedication was acknowledged before me this __ day of _____, 2019 by Mary Haskell, Managing Member of McHaskell Properties, LLC, a Colorado limited liability company.

Witness my hand and official Seal. My commission expires: _____

My address is: _____

_____
Notary Public

ATTORNEY'S OPINION

I, Elizabeth P. Appleton, 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. Such title is vested in McHaskell Properties, LLC and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows:

1. United States Patents recorded in Book 42 at page 494, in Book 101 at page 248, and in Book 115 at page 303.
2. Easement and Right of Way for Cattle Driveway as reserved in Warranty Deed recorded in Book 245 at page 364.
3. Covenants and Restrictions for Crested Butte South recorded in Book 420 at page 404, Amendments recorded in Book 589 at page 304, Book 733 at page 740, Book 782 at page 202, 203, 204, and 205, at Reception No. 472225, and Reception No. 539220, Resolutions recorded in Book 661 at page 284, Book 677 at page 578, Book 677 at page 581, Book 684 at page 901, Book 725 at page 218, Book 757 at page 223, at Reception No. 482581, Reception No. 483318, Reception No. 487930, Reception No. 497644, Reception No. 509429, Reception No. 514482, Reception No. 517978, and Reception No. 531851.
4. Plat of Crested Butte South – Second Filing, recorded at Reception No. 281588.
5. Easement and Right of Way recorded in Book 502 at page 237.
6. Agreement recorded at Reception No. 522724 and Amended Agreement recorded at Reception No. 539075.
7. Articles of Incorporation of Pioneer Plaza Commercial Townhomes Association, Inc. recorded at Reception No. 555750.
8. Bylaws of Pioneer Plaza Commercial Townhomes Association, Inc. recorded at Reception No. 555751.
9. Declaration of Covenants, Conditions or Restrictions for Pioneer Plaza Commercial Townhomes recorded at Reception No. 555572, Amendments recorded at Reception No. 556976 and Reception No. 560398.
10. Townhome Map of Pioneer Plaza Commercial Townhomes recorded at Reception No. 555753.
11. Grant of Utilities Easement recorded at Reception No. 579020.
12. Board of County Commissioners of Gunnison County Resolution No. 10, Series 95 recorded in Book 761 at page 40, Resolution No. 58, Series 1996 recorded at Reception No. 471991, Resolution No. 04-36 recorded at Reception No. 535203, Resolution No. 43, Series 2004 recorded at Reception No. 544256, Resolution No. 64, Series 2002 recorded at Reception No. 554492, Resolution No. 2008-38 recorded at Reception No. 586264, Resolution No. 2017-5 amending Resolution No. 2008-38 recorded at Reception No. 645299, and Resolution No. 2017-6 recorded at Reception No. 645298.
13. 2019 Real Property taxes not yet due or payable.

Dated this _____ day of _____, 2019 A.D.

_____
Elizabeth P. Appleton
Atty Reg No 33304

BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within plat of DOUBLE TOP CONDOMINIUMS is approved this ___ day of _____, A.D. 2019, and the roads and other public areas are hereby accepted provided, however, that such acceptance shall not in any way be considered as an acceptance for maintenance or snow removal purposes. Maintenance of, or snow removal from, the subject roads shall be only upon a separate resolution of the Board of County Commissioners passed in accordance with such policies, resolutions or ordinances in effect at that time.

_____
Chairperson, Gunnison County Board of Commissioners

Attest:

_____
Gunnison County Clerk and Recorder

APPROVAL OF CRESTED BUTTE SOUTH DESIGN REVIEW COMMITTEE

This Map of DOUBLE TOP CONDOMINIUMS is approved this ____ day of _____, 2019.

Crested Butte South Design Review Committee

By: _____
Dom Eymere, Chairperson

LAND SURVEYOR'S CERTIFICATE

I, Norman Whitehead do hereby certify that I am a professional land surveyor licensed under the law of the State of Colorado, that this map is a true, correct and complete map of DOUBLE TOP CONDOMINIUMS as laid out, platted and dedicated and shown hereon, that such map was made by me from an accurate survey of said property by me and under my supervision and correctly shows the location and dimensions of the boundary and easements of said DOUBLE TOP CONDOMINIUMS as the same are staked upon the ground in compliance with applicable regulations governing the subdivision of land.

_____
Norman C. Whitehead, Colorado L.S. #27739
P.O. Box 3688
Crested Butte, CO 81224

NOTES:

1. Any person who acquires any interest in any of the real property platted on this Map shall be deemed to have accepted the terms, conditions, exceptions, restrictions, limitations and definitions set forth herein and in the Declaration Establishing DOUBLE TOP CONDOMINIUMS recorded as Reception No. _____.

2. A blanket easement exists upon, across and over Lot 10 and under all of Units 1 through 6 and the improvements situated thereon, for the benefit of all unit owners of Lot 10, for the installation, replacement, repair and maintenance of all utilities including but not limited to water, sewer, gas, telephone, electricity and cable television, together with the lawn sprinkler system and drainage facilities.

3. Upon completion of the installation or maintenance of any utilities, the property disturbed or damaged by such installation or maintenance shall be restored as near as reasonably possible to its original condition.

4. According to Colorado law you must commence legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based on any defect in this survey be commenced more than ten years from the date of the surveyor's certificate shown hereon.

COMPLIANCE WITH BOARD OF COUNTY COMMISSIONERS' RESOLUTION

The property described on this plat is subject to all requirements, terms and conditions of the Board of County Commissioners' Resolution No. _____, recorded at Reception No. _____ of the Records of the Clerk and Recorder of Gunnison County.

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

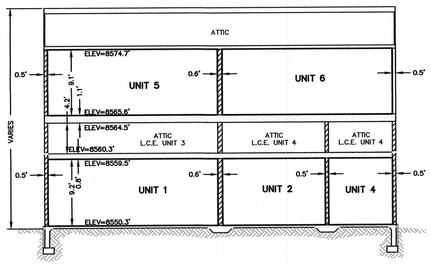
This map was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado on this _____ day of _____, 2019.

Reception No: _____ Time: _____

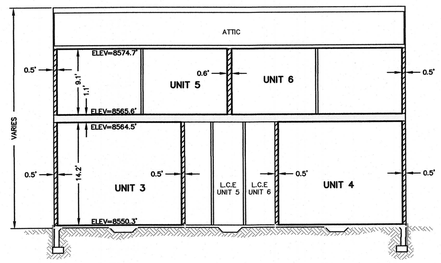
_____
County Clerk

DOUBLE TOP CONDOMINIUMS LOT 10, PIONEER PLAZA SUBDIVISION GUNNISON COUNTY, COLORADO	
COVER	
Prepared By: NCW & Associates, Inc. P.O. Box 3688 Crested Butte (970) 349-6384 Colorado 81224	
PROJECT: 19090.00	DWG: CONDO
DATE: 9/10/19	SHEET 1 OF 2

ORIGINAL SHEET SIZE 24"X36"



SECTION C–C



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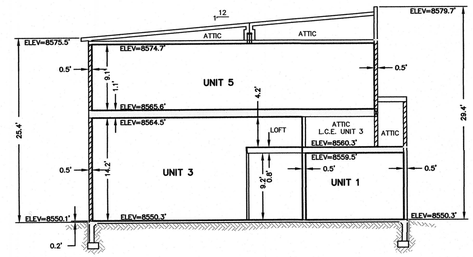
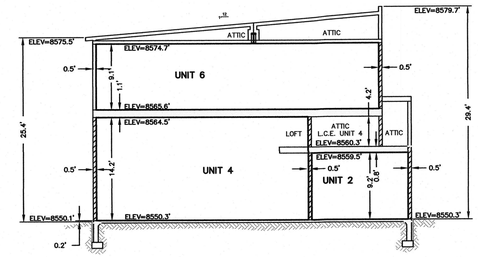


SECTION A–A



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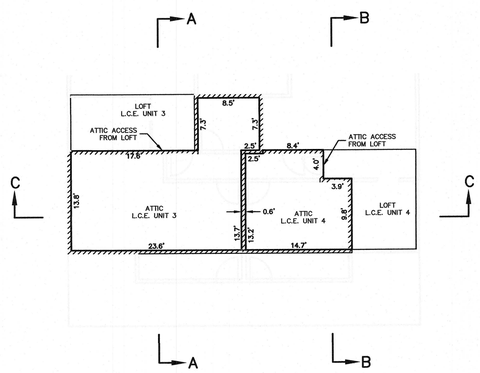
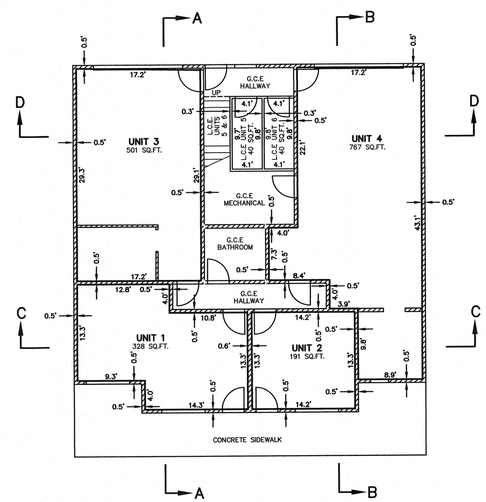
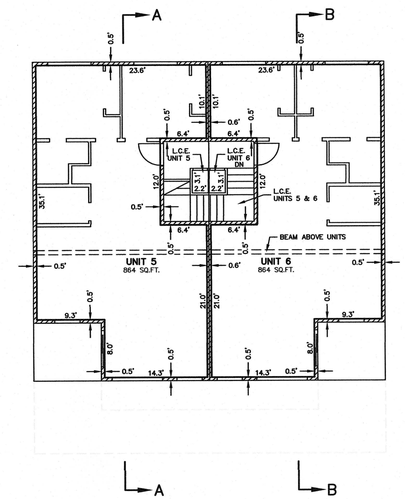


UNITS 3 AND 4 ATTICS

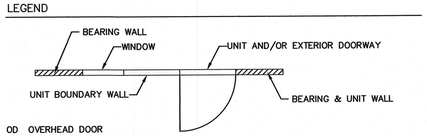


FIRST FLOOR



SECOND FLOOR

LEGEND



OD OVERHEAD DOOR
L.C.E. LIMITED COMMON ELEMENT
G.C.E. GENERAL COMMON ELEMENT

10 5 0 10 20
SCALE: 1" = 10'

DOUBLE TOP CONDOMINIUMS
LOT 10, PIONEER PLAZA SUBDIVISION
GUNNISON COUNTY, COLORADO

PLAN AND SECTION VIEWS

Prepared By:
NCW & Associates, Inc.
P.O. Box 3688 Crested Butte
(970) 349-6384 Colorado 81224

PROJECT: 19090.00	DWG: CONDO
DATE: 9/10/19	SHEET 2 OF 2

CONDOMINIUM DECLARATION FOR DOUBLE TOP CONDOMINIUMS

McHaskell Properties, LLC, a Colorado limited liability company, (Declarant) hereby makes the following grants, submissions and declarations on this ___day of August, 2019.

ARTICLE I
PURPOSE AND PLAN

1.1 Purpose. The purpose of this Declaration is to create a Condominium Common Interest Community pursuant to the Colorado Common Interest Ownership Act, C.R.S. §§ 38-33.3-101, *et seq.*, (2018) as it may be amended from time to time (hereinafter the Act).

1.2 Plan. Declarant is the owner of the Land, legally described on the attached **EXHIBIT A,** which is shown and described on the Map, filed in the real property records of Gunnison County, Colorado. The existing building (Building) on the Land is comprised of six Units, both commercial units and residential units and related improvements. The location of the Building on Land and the dimensions thereof are shown on the Map.

Declarant hereby declares that the Land shall be held or sold and conveyed pursuant to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the land, and be binding upon all parties having any right, title or interest in the Land or any part thereof, their heirs, legal representatives, successors or assigns and shall inure to the benefit of each owner thereof. Declarant submits the Land to and intends the Land to be governed by the Act. In the event the Act is repealed, the Act on the effective date of this Declaration shall remain applicable.

The Map identifies four Units on the ground floor, as Unit 1, Unit 2, Unit 3, and Unit 4, all being commercial in use, and two second floor residential units, being Unit 5 and Unit 6. Each Unit has appurtenant thereto its Allocated Interests, as set forth on **EXHIBIT B**, comprised of the undivided interest in the Common Elements, the Common Expense liability, and the votes in Association matters.

ARTICLE II
DEFINITIONS

2.1 Act. Act means the Colorado Common Interest Ownership Act, C.R.S. § § 38-33.3-101, *et seq.*, as it may be amended from time to time.

2.2 Assessments. Assessments mean any assessments, whether regular, special, or otherwise, levied pursuant to the Association Documents to provide for the necessary funds for all obligations and requirements thereunder.

2.3 Association. Association means Double Top Condominiums Association, Inc., a Colorado nonprofit corporation formed to manage the Condominium, and administer the provisions of this Declaration as described in more detail in Article VI below.

2.4 Association Documents. Association Documents means the governing documents of the Association, more particularly described as this Declaration, the Map, Articles of Incorporation, the Bylaws, Rules and Regulations, resolutions, and any policies adopted by the Association.

2.5 Building. Building means the building located on the Land, containing the Units and Common Elements as shown on the Map.

2.6 Bylaws. Bylaws means the Bylaws for Double Top Condominiums Association, Inc, as they may be amended from time to time.

2.7 Common Elements. Common Elements or General Common Elements mean all portions of the Condominium, other than the Units, which exist for the common use of all Owners, and as depicted on the Map.

2.8 Common Expenses. Common Expenses means the costs and expenses of managing, operating, and maintaining the Condominium by the Association, as more particularly described in Article VII hereunder. Common Expenses includes any allocation to reserves for the above purposes.

2.9 Common Expense Liability. Common Expense Liability means the liability for Common Expenses allocated to each Unit.

2.10 Condominium. Condominium means the project known as Double Top Condominiums, including the Land, Building, all structures and improvements thereon, together with all rights, easements, and appurtenances belonging thereto, submitted to condominium ownership under the Act by this Declaration, including any amendment or supplement thereto.

2.11 Condominium Map or Map. Condominium Map or Map means mean the Condominium Map for Double Top Condominiums prepared by Norman C. Whitehead, Colorado L. S. #27739 recorded on _____, 2019 at Reception No. _____ in the official records of the Clerk and Recorder's Office, Gunnison, County, Colorado, as the same may be amended from time to time.

2.12 Condominium Unit or Unit. Condominium Unit or Unit means the individual air space designated for fee simple ownership within the unfinished interior surfaces of the perimeter walls, floors, ceilings, windows and doors of an air space as shown on the Map. Condominium Unit or Unit includes all fixtures and improvements therein. All finished flooring and any other materials constituting any part of the finished surfaces within the Unit, including plaster, paneling, tiles, wallpaper, paint, wood floors and other flooring finishes and any other materials constituting any part of the finished surface are a part of the Unit. The term does not include common utility facilities, exterior windows and exterior doors, any structural component of the Building or any other Common Elements or part thereof located within the

Unit. The term Unit includes the undivided interest in the Common Elements, and any Limited Common Elements appurtenant thereto.

2.13 Declarant. Declarant means McHaskell Properties, LLC, a Colorado limited liability company, its representatives, successors or assigns.

2.14 Declaration. Declaration means this document with all exhibits and supplements attached hereto, as each may be amended from time to time, and the Map, as it may be amended from time to time, and both of which shall be recorded in accordance with the Act.

2.15 Executive Board. Executive Board or Board means the governing board of the Association, appointed by the Declarant subject to any period of Declarant control or elected by the Owners for the management and administration of the Condominium and Association.

2.16 First Mortgage or Deed of Trust. A security interest on a Unit which has priority over other security interests on a Unit, subject to the Act.

2.17 Land. Land means the real property legally described on **EXHIBIT A.**

2.18 Limited Common Elements. Limited Common Elements mean those Common Elements which are limited in exclusive use to at least one Unit, but less than all of the Units. All such areas are shown on the Map or described in this Declaration as Limited Common Elements and allocated thereby to the appropriate Unit or Units. Exterior windows and doors appurtenant to each Unit are Limited Common Elements. Each of Unit 3 and 4 has its own garage door. The garage door servicing Unit 3 is a Limited common Element appurtenant thereto, and the garage door serving Unit 4 is a Limited Common Element appurtenant thereto.

2.19 Managing Agent. Managing Agent means any person, agent or entity employed by the Association to perform any obligations of the Association to manage and maintain the Condominium.

2.19 Master Associations. Master Associations shall be Crested Butte South Property Owners Association, Inc. and Pioneer Plaza Commercial Townhomes Association, Inc.

2.20 Master Declarations. Master Declarations mean the Covenants and Restrictions of Crested Butte South recorded at Reception No. 280965 in the real property records of Gunnison County, Colorado, as the same may be amended from time to time, and the Declaration of Covenants, Conditions and Restrictions for Pioneer Plaza Commercial Townhomes recorded at Reception No. 555752 in the real property records of Gunnison County, Colorado, as the same may be amended from time to time.

2.21 Owner. Owner or Unit Owner shall mean the owner(s) in fee simple of a Unit at Double Top Condominiums. Owner shall mean any person(s), entity, trust, partnership or any combination thereof.

2.22 Responsible Governance Policies. Responsible Governance Policies are those policies required under the Act and adopted by the Executive Board.

2.23 Rules and Regulations. Rules and Regulations mean the Rules and Regulations of the Association as adopted and amended from time to time by the Executive Board.

ARTICLE III
GRANT AND SUBMISSION

3.1 Grant and Submission. Declarant hereby grants and submits to condominium ownership all of the Land, the Building thereon, improvements related or incidental thereto as located on the Land, the Units and the Common Elements, and the improvements, fixtures, supplies, equipment, materials and other property which are affixed to the Land or appurtenant thereto.

3.2 Allocated Interests. The undivided interests in the Common Elements, the Common Expense liability, and the votes in the Association matters allocated to each Unit are as follows: a) the undivided interest in the Common Elements allocated to each Unit have been calculated using the square footage of each Unit; b) the percentage of liability for Common Expenses (Common Expense Liability) on the basis of the square footage of each Unit; and c) the number of votes in Association matters on the basis of the number of Units in the Building, of which there are six (6).

ARTICLE IV
LEGAL DESCRIPTION

4.1 Legal Description. Every instrument affecting title to a Unit shall be legally described as follows: Unit ___, Double Top Condominiums, according to the Condominium Map thereof recorded at Reception No. _____, and the Condominium Declaration for Double Top Condominiums, recorded at Reception No. _____, County of Gunnison, State of Colorado.

Such description includes the Allocated Interests appurtenant to a Unit as described in the Act and this Declaration, those being a percentage of the undivided interest in the Common Elements, in the Common Expenses of the Association and pursuant to the Bylaws and this Declaration, a voting interest in the Association. Such Allocated Interests shall transfer without any reference thereto in the conveyance instrument.

4.2 Sufficient Description. Such method of description shall be sufficient to sell, transfer, convey, encumber, and other affect the title of a Unit, and all appurtenant property rights pertaining thereto, and shall incorporate all of the rights, duties, limitations and burdens incident to ownership of a Unit as described in this Declaration, and each such description shall so be construed.

ARTICLE V
OCCUPANCY AND USE

5.1. Division into Units. The Condominium is divided into six (6) fee simple estates known as Condominium Units which are shown on the Map.

5.1.1 Each Unit shall be considered a separate parcel of real property and shall be separately taxed and assessed.

5.1.2 Each residential Unit and each of commercial Units 3 and 4 shall have one designated parking space as shown on the Map as Limited Common Element. Owners of Units to which the Limited Common Element parking space is allocated on the Map shall have exclusive use of said parking space during their period of ownership. Said use is not transferable, except that Owner's guests and renters, if any, shall be permitted to use Owner's parking space with Owner's consent. Commercial Units 1 and 2 shall have parking in the general common elements of Pioneer Plaza Commercial Townhomes, located at the front of the Building. Parking spaces shall be used exclusively for parking for vehicles, which shall not be left undriven for more than 14 days. No snowmobile, trailer, motorhome, RV, boat or other personal property shall be parked or stored in a parking space or outside the Building.

5.1.3 Each Unit shall have one vote in Association matters in accordance with the Allocated Interests set forth in **EXHIBIT B**. Only Owners in good standing shall be permitted to vote. Good standing is defined as in compliance with the Association Documents, including being current on all dues and Assessments.

5.1.4 Each Owner shall have the right to encumber his or her interest in his or her Unit by a deed of trust, mortgage, or other security instrument.

5.2 Inseparable. Each Unit and the undivided interest in the Common Elements appurtenant thereto shall be inseparable.

5.3 Unit Boundaries. The Unit boundaries are defined by the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the Unit, as set forth in Article 2.12 above.

5.4 Title to Unit. A Unit may be owned by more than one individual, or held or owned by a partnership, trust or other entity. In the event a Unit is owned by more than one person, entity, trust or partnership, or some combination thereof, the obligations created by this Declaration shall be joint and several. A representative of the Owner of each Unit shall register his or her address with the Association along with other contact information, including but not limited to email address, home/business/cellular or mobile telephone number, or facsimile number. All notices, invoices, assessments, and communications from the Association may be sent to an Owner by using the registered mailing address, email address, or by any of the additional contact information provided by the Owner's representative to the Association, subject to the Act.

5.5 No Partition. No Owner shall commence or bring any action in partition upon any Unit, the Land, or any of the Common Elements.

5.6 Exclusive Possession. Each Owner shall have exclusive possession and use of such Owner's Unit, and exclusive possession and use to any Limited Common Element allocated to his or her Unit. Each Owner may use the Common Elements in accordance with the purposes for which they are intended, without hindering or encroaching upon the lawful rights of any other Owners. In no event shall an Owner's use of the General Common Elements create a nuisance to other Owners. No Owner may store any personal property on any Common Element.

5.7 Restrictions on Use. The Units located on the second floor of the Building shall be used exclusively for residential purposes, which includes but is not limited to long term rental thereof, defined as a rental period of six months or more, and short-term rental use of not less than three days in duration, no more than four people and no pets. The four commercial Units located on the ground floor shall be limited to the following commercial uses: business and professional offices, including for medical, dental, counseling, and similar purposes, real estate offices, accountants, attorneys, construction professionals, and retail stores.

5.8 Outside Parking. Outside Parking is permitted only upon those areas designated as Limited Common Elements on the Map. Each Unit shall have parking rights only upon those Limited Common Elements appurtenant to the Unit so identified on the Map.

5.9 Wood Burning Devices. Wood burning devices in the Building are not permitted.

5.10 Lighting. All exterior lighting shall comply with the Gunnison County Land Use Regulations.

5.11 Home Occupation. Each residential Unit may be used for a home occupation business as the same shall be defined by the Master Associations, subject to the following restrictions.

5.11.1 An Owner who intends to run a home occupation business in his or her Unit shall comply with any regulations of the Master Associations regulating the same.

5.11.2 An Owner must give written notice to the Association of his or her home occupation business, for the Executive Board's review and approval.

5.11.3 A home occupation business shall:

a. be incidental to the primary residential use of the Unit;
b. be conducted primarily by telephone, internet, computer or mail order;
c. be conducted within the Owner's Unit and shall not require client or customer/consumer appointments on site;
d. not generate traffic of any kind that would impact the Property or the Association;
e. not be advertised on the Property;
f. not sell inventory, supplies or products on the Property;
g. not require storage of material outside the Unit for use in the home occupation business;
h. not require any employees; and
i. not create noise, dust, fumes, vibration, odor, smoke, or heat within the Unit or the Property;

5.12 Interval Use. No time-sharing, interval or fractional ownership or use or similar interest, whereby ownership of a Unit is established on a time basis shall be permitted or established on any Unit. All leases and rental agreements shall be in writing and approved by the Executive Board.

5.13 Nuisance. No Unit shall be used in any way or for any purposes that may endanger the health, or unreasonably disturb by noise, dust, fumes, vibration or otherwise the Owners of other Units. No Owner shall commit any action which would create a nuisance, in the reasonable discretion of the Executive Board, to any other Owners or Units.

5.14 Dogs and Households Pets. Domesticated pets shall be limited to one dog or cat for each residential Unit. Commercial Units shall be limited to no more than one dog. Owners of dogs shall:

5.14.1 keep their dogs under control at all times, and on a leash;

5.14.2 shall not permit their dogs to create a nuisance to other Owners or occupants;

5.14.3 shall not allow their dogs to bark, disturb, threaten, scare or otherwise injure any person or other animal;

5.14.4 shall clean up their dog's waste; and

5.14.5 shall be charged for any cleaning and repair necessitated by their dog.

5.14.6 Service dogs are permitted pursuant to the Americans with Disabilities Act.

5.15 Combination of Units. In the event that one Owner shall own two adjacent Units, such Owner shall have the right to combine such Units into one area and to create entries and door openings between such Units, so long as such changes do not impair the structural integrity or soundness, or affect load-bearing walls, conduits, ducts, shafts and wiring for the utility services electrical or mechanical systems of the Building or do not impair any easement or hereditament.

ARTICLE VI
DOUBLE TOP CONDOMINIUMS ASSOCIATION, INC.

6.1 The Association. The Association shall be responsible for the administration, operation and management of the Condominium, which shall be governed by this Declaration, the Articles of Incorporation, the Bylaws, Rules and Regulations, and policies, as they all may be amended from time to time, and Colorado law. The Association shall have all the duties, powers and authority pursuant to the Act, this Declaration, and the Bylaws necessary and convenient to manage the business and affairs of the Condominium. The Association, acting through its Executive Board, shall also have the authority to adopt, amend and modify Rules and Regulations governing the use of the Common Elements and Units which shall be not be inconsistent with this Declaration. All members of the Executive Board, except for those members appointed to the Executive Board by Declarant during the period of Declarant Control, shall be elected by Unit Owners. Each Owner, including Declarant for so long as Declarant owns any Unit, shall be subject to all the rights and duties assigned to Owners under the Association Documents.

6.2 Membership. Each Owner shall have automatic membership in the Association. Such Membership shall terminate upon conveyance of the Unit.

6.3 Declarant Control. During the period of Declarant Control, pursuant to the Act, the Declarant shall appoint and remove members and officers of the Executive Board. Declarant Control begins with the Declarant's appointment of the members of the initial Executive Board, and terminates no later than the earlier of sixty (60) days after conveyance of 75% of the Units to Owners other than Declarant; two (2) years after the last conveyance of a Unit by Declarant in the ordinary course of business; two years after any right to add new Units was last exercised if such right exists pursuant to this Declaration; or upon Declarant's written voluntary consent thereto, which consent shall be recorded in the real property records of Gunnison County, Colorado. Pursuant to the Act, not later than sixty (60) days after conveyance of 25% of the Units to Unit Owners other than Declarant, at least one member and not less than 25% of the members of the Executive Board must be elected by Unit Owners other than Declarant. Not later than 60 days after conveyance of 50% of the Units to Unit Owners other than Declarant, not less than 33 1/3% of the members of the Executive Board must be elected by Unit Owners other than Declarant. Not later than the termination of the period of Declarant Control, the Unit Owners shall elect an Executive Board of at least three (3) members, at least a majority of whom shall be Unit Owners other than Declarant or designated representatives of Unit Owners other than Declarant. The Executive Board shall elect among them the officers of the Association.

6.4 Managing Agent. The Association shall have the authority to hire a Managing Agent to handle the affairs of the Association and the Condominium, including the Units. The Managing Agent shall have the authority to conduct the general management, administration and operation of the Condominium and the Association, and shall have the authority to bind all Owners with respect to matters within the scope of its duties and responsibilities as defined and directed by the Executive Board. The Managing Agent shall further have the authority to enforce this Declaration, Rules and Regulations, Bylaws and other Association Documents.

6.5 Responsible Governance. The Association shall make, adopt, and amend as needed Responsible Governance Policies as required under the Act.

6.6 Public Disclosures. The Association shall make available to Owners the mandatory public disclosures as required by the Act.

6.7 Budget.

6.7.1 Within (90) days after adoption of a proposed budget for the Association, the Executive Board shall mail by first class mail or otherwise deliver a summary of the proposed budget to the Unit Owners and shall set a date for a meeting of the Unit Owners to consider the budget. The meeting must occur within a reasonable time after mailing or other delivery of the proposed budget to the Unit Owners. The Executive Board shall deliver notice of the meeting as required by the Act and the Bylaws. The budget shall reflect the sources and estimated amounts of funds to cover such Common Expenses, which may include any surplus to be applied from the previous year, and any income from other sources other than Assessments and dues. The budget shall provide for adequate reserve funds for replacement of Common Elements, deferred maintenance and other capital expenditures.

6.7.2 The budget proposed by the Executive Board does not require approval from the Unit Owners and in the absence of a veto at a noticed meeting by a majority of all unit owners, it will be deemed approved, whether or not a quorum is present. In the event a proposed budget is vetoed, the periodic budget last ratified shall be continued until a subsequent budget proposed by the Executive Board is not vetoed by the Unit Owners.

6.7.3 The Executive Board shall adopt a budget and submit the proposed budget to the Owners for consideration no less than annually.

6.8 Notice. Notice of matters affecting the common interest community shall be delivered to Unit Owners in the manner set forth in the Bylaws, or by posting the same in a conspicuous place at Double Top Condominiums, or on the Association website, if one exists. If a Unit Owner desires to give notice to other Unit Owners on matters affecting the common interest community, such Owner shall make a request for Owner addresses to the Association, and the reason for such request, pursuant to the Bylaws. Email addresses shall only be used by the Association upon written consent by the Owner owning such email address.

6.9 Powers and Duties. The Executive Board shall have the powers and duties necessary for the administration of the affairs of the Association. Such powers and duties shall include but need not be limited to the following:

6.9.1 Exercise all power, duty and authority vested in or delegated to the Board under the Articles of Incorporation, Bylaws of the Association, Declaration, or pursuant to law.

6.9 .2 Adopt Bylaws, Responsible Governance Policies (Policies), and Rules and Regulations for the Association.

6.9.3 Adopt and amend budgets for revenues, expenditures, and reserves.

6.9.4 Fix, collect and enforce all Assessments as provided for in the Declaration and in the Policies, including charges for late payments, recover reasonable attorneys' fees and other legal costs of collection of Assessments and other actions to enforce the power of the Association, regardless of whether suit is initiated or not.

6.9.5 Mandatorily suspend the voting rights and other privileges of any Member not in good standing with the Association pursuant to Article 5.1.3 above and Article 9.6 below.

6.9.6 Enforce the Declaration, Bylaws, Rules and Regulations and Policies, including but not limited to levying, after notice and hearing, a reasonable fine for a violation of the Declaration, Bylaws, Rules and Regulations or Policies of the Association.

6.9.7 Impose liens against any Unit owned by a Member who is not current in his or her payment of dues, assessments, fines, and other monetary obligations as set forth in the Declaration, Policies or Rules and Regulations of the Association.

6.9.8 Make contracts and incur liabilities.

6.9.9 Grant easements, licenses, leases and concessions for any period of time through and over the Common Elements.

6.9.10 Cause additional improvements to be made as part of the Common Elements, or the Condominium.

6.9.11 Acquire, hold, encumber and convey in the Association's name, any right, title, interest to real estate or personal property, but Common Elements may be conveyed or subjected to a security interest only pursuant to the Act.

6.9.12 Assign future income.

6.9.13 Regulate the use, maintenance, repair, replacement, modification and of the Common Elements.

6.9.14 Hire and discharge managing agents.

6.9.15 Hire, supervise, and fire personnel necessary for the management, maintenance and operation of the Association and the Association's Common Elements.

6.9.16 Appoint committees to assist in Association matters, as appropriate.

6.9.17 Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements for unpaid Assessments.

6.9.18 Provide for indemnification of its directors and officers and maintain directors' and officers' insurance, as well as procure general liability insurance for the Association's Common Elements and other property owned by the Association, which premium and deductible therefore shall be Common Expense.

6.9.19 Commence and maintain, in its own name, on its own behalf, or in the names and on behalf of the Association's Members who consent thereto, suits and actions to restrain and enjoin any breach or threatened breach of the Declaration, or Rules and Regulations of the Association.

6.9.20 Cause to be kept a complete record of all corporate actions and affairs.

6.9.21 Exercise any and all powers and duties granted to the Association by the Colorado Revised Nonprofit Corporation Act and the Colorado Common Interest Ownership Act, as the same now exists or as may hereafter be amended from time to time.

6.9.22 Exercise any other power permissible under applicable Colorado law.

6.9.23 Exercise any other powers necessary and proper for the governance, administration and operation of the Association.

ARTICLE VII
COMMON EXPENSES AND ASSESSMENTS

7.1 Common Expenses. The Common Expenses shall be used for the purpose of promoting the health, safety and welfare of the Owners of Double Top Condominiums, including the overhead expenses of the Association, managing the Condominium and Association, costs of maintenance, repair and operation of the Common Elements, taxes on any Association owned real or personal property, special assessments, utilities unless separately assessed, insurance premiums and deductibles for insurance coverage as deemed desirable or necessary by the Association, landscape maintenance and snow removal, janitorial service, professional fees, management fees, and the creation of a reasonable contingency or other reserve, as the Association sees fit.

7.2 Payment of Common Expense Assessments. The Owners, for each Unit, shall be deemed to covenant and agree, and each of them, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance instrument, to pay to the Association all Common Expense Assessments made by the Association for purposes provided in this Declaration.

7.3 Personal Obligation of Unit Owners. Such Assessments, including fees, charges, late charges, attorneys' fees, fines and interest charged by the Association, shall be the personal obligation of the Unit Owner at the time when the Assessment or other charges become due. Each Unit Owner is liable for the Assessments made against the Unit of that Unit Owner during the period of ownership of such Unit. No Unit Owner shall be exempt from liability for payment of Assessments by waiver of the use or enjoyment of any of the Common Elements or abandonment of the Unit against which the Assessments are made. The Association shall have the right to maintain judicial proceedings to recover a money judgment for all unpaid Assessments without foreclosing or waiving the lien for such Assessments. In any legal action for a money judgment, the Association may recover all late charges and interest to the date of payment, all costs of collection and reasonable attorneys' fees and costs. No Owner may setoff the payment of dues and assessments.

7.4 Determination and Apportionment of Assessments. The annual assessments made for the Common Expenses shall be based upon the annual budget adopted by the Association for each fiscal year. The Assessments shall be made in accordance with each Unit Owner's Common Expense Liability as set forth on **EXHIBIT B**.

7.5 Reserve Funds. The Association shall establish a Reserve Fund for the maintenance, repair or replacement of the Common Elements, or as permitted by law. Such Reserve Fund shall be funded through payments of Common Expenses Assessments and held by the Association in a restricted account and accounted for separately. The Executive Board shall determine in preparing the budget the amount of each periodic Assessment paid by Owners to be allocated to the Reserve Fund. Any excess operating funds at the end of each fiscal year may be allocated as Reserve Funds or as operating funds as the Executive Board may determine.

7.6 Special Assessments. In addition to Assessments for Common Expenses as above set forth, the

Association acting through its Executive Board may at any time and from time to time determine, levy and assess any Special Assessment for the purpose of paying, in whole or in part, the costs, fees or expenses of any construction, reconstruction, restoration or repair, replacement, maintenance or improvement of the Common Elements, Condominium, or facilities located thereon, including fixtures, personal property belonging to the Association, shortfall in operating funds, or any other lawful purpose contemplated by this Declaration, the Articles of Incorporation, Bylaws, or permitted by the Act or by law. Such Special Assessment shall be assessed to each Unit Owner in accordance with the Common Expense Liability as set forth in attached **EXHIBIT B** and shall be due and payable in the manner set forth in the notice of such Special Assessment.

7.7 Special Apportionment of Certain Assessments and Expenses. The following expenses shall be assessed and allocated as follows:

7.8.1 Any Common Expenses associated with the maintenance, repair or replacement of a Limited Common Element due to an Owner's actions or inactions, as the case may be, shall be assessed against the Unit(s) to which that Limited Common Element is assigned, except for maintenance, repair and replacement which is the responsibility of the Association.

7.8.2. Any Common Expenses or portion thereof benefiting fewer than all of the Units shall be assessed exclusively against the Unit(s) so benefited.

7.8 Default Assessments. All monetary fines and other enforcement costs assessed against an Owner pursuant to the Association Documents, or any expense of the Association which is the obligation of any Owner or which is incurred by the Association on behalf of the Owner pursuant to the Association Documents, including without limitation attorneys' fees incurred by the Association, shall be a Default Assessment and shall become a lien against such Owner's Unit which may be foreclosed or otherwise collected as provided in this Declaration. Notice of the amount and due date of such Default Assessment shall be sent to the Owner subject to such Assessment at least fourteen (14) days prior to the due date.

7.9 Payment of Utilities. Each Unit Owner shall be obligated to pay all charges for any separately metered utilities servicing his or her Unit. In the event that any utility is master metered to the Association, then such utility service shall be a part of the Common Expenses as above provided. In the event of the failure of any Unit Owner to pay any utility charges and any Common Element charges in accordance with Association Documents, the same shall be the obligation of and paid by the Association. Upon such payment, the Association shall then have the same rights of collection thereof from such Unit Owner as is provided for herein for the collection of unpaid Assessments.

7.10 No Waiver. The failure of the Association to fix the Assessment for any assessment period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay the Common Expenses.

ARTICLE VIII
STATEMENTS AND PAYMENTS FOR ASSESSMENTS

8.1 Payable Monthly. Unless the Executive Board of the Association otherwise determines, regular Assessments shall be payable monthly by the Unit Owners in advance due on or before the first day of each month. Delinquent Assessments shall bear interest as established by the Executive Board.

8.2 Interest and Late Charges. The Association may establish the rate of interest to be charged as to any past due Assessment, not to exceed 18% per year. Until otherwise established by the Association, if any Assessment is not paid by the date it becomes due and payable, a late charge of ten percent (10%) of the payment then due, or as established by the Executive Board, to cover the extra costs and expenses involved in handling such delinquent payment shall be imposed.

8.3. Attorneys' Fees. If any Unit Owner fails to timely pay Assessments or any money or any sums due to the Association, the Association may require reimbursement for collection costs, reasonable attorneys' fees and costs incurred as a result of such failure without the necessity of commencing such legal action.

ARTICLE IX
NON-PAYMENT OF ASSESSMENTS AND LIEN

9.1 Non-Payment of Assessments. Any sums assessed but unpaid for the Common Expenses, or Special Assessments provided for in this Declaration, chargeable to any Owner shall constitute a lien pursuant to C.R.S. § 38-33.3-316 on such Owner's Unit, superior to all other liens and encumbrances except for: i) liens for real estate taxes and other governmental assessments or charges against the Unit; ii) liens and encumbrances recorded before the recordation of this Declaration; or iii) the lien for a First Mortgage or Deed of Trust, provided, however, a lien for assessments of Common Expenses based upon the duly adopted budget of the Association which would have been due, in the absence of any acceleration, during the six months immediately preceding institution by either the Association or any party holding a lien senior to any part of the lien of the Association of an action or non-judicial foreclosure to enforce or extinguish the lien for Common Expenses shall be prior to the lien of the First Security Interest, or any greater priority for a lien for Common Expenses as may hereafter be provided by the Act. All fees, charges, late charges, attorney's fees, fines and interest as provided by this Declaration are enforceable as Assessments.

9.2 Effect of Non-Payment of Assessments. In addition to the imposition of interest and late charges set forth above, the Association may bring an action at law or in equity, or both, against any Owner personally obligated to pay such overdue Assessment, charges or fees, or monthly or other installments thereof, and may also proceed to foreclose its lien against such Owner's Unit. An action at law or in equity by the Association or Owner against another Owner to recover a money judgment for unpaid Assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving, the lien therefor.

9.3 Notice of Lien. The recording of this Declaration constitutes record notice and perfection of any lien for Assessments by the Association and no further recordation of any claim of lien for Assessments is required. Provided, however, the Association may further record a lien for Assessments in the official records of Gunnison County, Colorado. Any costs and fees associated therewith shall be the responsibility of the Unit Owner against whose Unit said lien is recorded.

9.4 Enforcement of Lien. The lien for Assessments of the Association may be enforced by foreclosure by the Association in the same manner as a foreclosure of a mortgage on real estate. In such foreclosure, the Unit Owner shall be required to pay the costs and expenses for such proceedings, the cost and expenses for filing the notice of lien and all reasonable attorneys' fees and costs. The Unit Owner shall also be required to pay to the Association the Assessments for the Unit during the period of foreclosure, and the Association shall be entitled to a receiver appointed by the Court to collect the same. The Association shall have the power to acquire the Unit at the foreclosure sale and to acquire and hold, lease,

mortgage and convey the same. The Association's lien shall be superior to any Homestead Exemption now or hereafter provided by the laws of the State of Colorado or any Homestead Exemption now or hereafter provided by the laws of the United States. The acceptance of a deed to any Unit subject to the Declaration shall constitute a waiver of the Homestead Exemption and any other exemption as against said Assessment lien. In enforcing its lien, the Association must first comply with its Collection Policy.

9.5 Statement of Assessment. Upon the request of an Owner, mortgagee, or prospective mortgagee or grantee of a Unit, and the payment of a reasonable fee not to exceed ten dollars ($10.00), the Association or its designee, shall issue a written statement setting forth the amount of unpaid Common Expenses currently levied against the subject Unit, the amount of the current monthly Assessment and the date that such Assessment becomes due, credit for any advanced payments or for prepaid items, which statement shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a statement for indebtedness shall be delivered personally or by certified mail, first class postage prepaid, return receipt requested, to the inquiring party within fourteen (14) business days, all unpaid Common Expenses which become due prior to the date of making such request shall be subordinate to the lien of a mortagee which acquired its interest in the Unit subsequent to requesting such statement, and any prospective grantee shall not be liable for, nor shall the Unit be conveyed subject to the lien, any unpaid assessments against the subject Unit. However, the grantee of a Unit, except for any first mortgagee who comes into possession of Unit pursuant to a foreclosure of its mortgage or by taking a deed in lieu of foreclosure, shall be jointly and severally liable with the grantor for all unpaid assessments against the latter up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore.

9.6 Suspension of Voting Rights. The voting rights of the Unit Owner, as well as the Owner's ability to serve on the Executive Board or committee during the period of his or her delinquency shall be suspended by the Association, as well as any other of the Owner's Association privileges, during any period of delinquency.

ARTICLE X
INSURANCE

10.1 Property Insurance. The Association shall procure and maintain property insurance on the Building and Common Elements and related improvements in an amount equal to the maximum insurable replacement value thereof and pursuant to the Act, affording protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement.

10.2 Commercial General Liability Insurance. The Association shall procure and maintain commercial general liability insurance for claims and liabilities arising in connection with the ownership, use, existence or management of the Common Elements and the Association, in an amount, if any, deemed sufficient in the discretion of the Executive Board, insuring the Executive Board, the Association, the Managing Agent, if any, and their respective employees and agents in an amount to be determined by the Executive Board. The Owners shall be additional insureds but only to the extent for claims and liabilities arising in connection with the ownership, use, existence or management of the Common Elements. The insurance shall cover claims of one or more insured parties against other insured parties.

10.3 Fidelity Insurance. The Association may procure and maintain fidelity insurance to protect against dishonest acts on the part of its officers, directors, managers, and employees and on the part of all others who handle or are responsible for the handling of funds belonging to or administered by the Association in an amount 1) not less than $50,000.00, or 2) two months' current Assessments plus

reserves as calculated from the current budget of the Association, whichever is greater.

10.4 Directors and Officers Insurance. The Executive Board may procure and maintain a directors and officers liability policy to provide protection to directors and officers of the Association in the performance of their duties and obligations on behalf of the Association. The coverage limits of said insurance shall be determined by the Executive Board.

10.5 Workers' Compensation Insurance. If the Association has employees, the Association shall carry workers' compensation insurance for its employees, as required by law.

10.6 Other Insurance. The Association may carry other such insurance as the Executive Board deems appropriate.

10.7 Owner Insurance. All Owners are required to procure and maintain property/contents insurance for their Units, naming the Association as an additional insured. Upon request, Owners shall provide such certificate of coverage to the Association for its files.

ARTICLE XI
MAINTENANCE AND ALTERATIONS

11.1 Owner Responsibility. Each Owner shall maintain and keep in good repair and condition the interior surfaces of the floors, walls and ceilings, including any finishing or covering thereon, fixtures, appliances, and any Limited Common Elements allocated thereto, except as set forth below. Owners shall be responsible for maintenance, repair, and alteration of any chute, flue, duct, wire, conduit, line or utility systems at that point where such utility enters the Unit, thereby becoming a Limited Common Element. Owner's whose units include a deck or balcony as a Limited Common Element shall be perform and be responsible for snow removal therefrom.

11.2 Doors, Windows and Garage Doors. Exterior doors and windows are Limited Common Elements, appurtenant to respective Units as shown on the Map. The Owner is responsible for cleaning the interior surfaces of the windows and doors. The Association shall be responsible for the cleaning (windows), maintenance, repair and replacement of the exterior windows and doors of each Unit, unless the need for maintenance or repair is caused by the Owner, or his or her guests and invitees, in which case the Owner shall bear the expense thereof. Maintenance and replacement of interior doors and windows shall be the Owner's responsibility. Maintenance, repair or replacement of a garage door which is a Limited Common Element to a Unit is the Owner's responsibility.

11.3 Negligence. If, due to the act, omission or neglect of an Owner or an Owner's agent, invitee, customer, client, or guest, loss or damage shall occur or be caused to any Common Element, Limited Common Element or other Unit, other than the Owner's Unit, such Owner shall be liable and responsible for payment of the same. The amount of such loss or damages and any costs incurred by the Association's right to restore shall be subject to all of the Association's rights with respect to the collection and enforcement of Assessments as provided in this Declaration.

11.4 Association Responsibility. The Association shall maintain and keep in good repair all General Common Elements, subject to Section 11.3 above, and Limited Common Elements as set forth herein, but only those Limited Common Elements not required to be maintained by the Owners. Any damage caused to a Unit by the Association, which work is the responsibility of the Association, shall be repaired by the Association, at its expense as a Common Expense, subject to Article 11.3 above. The Condominium shall be well-maintained and in good repair at all times. Association maintenance is a Common Expense of all Owners, to be shared in accordance with the Allocated Interests set forth in **EXHIBIT B.**

11.5 Alterations.

11.5.1 In the event an Owner desires to combine two adjacent Units, the Executive Board shall act as the Architectural Control Committee for the purpose of reviewing any alterations to doors or entries or non-load bearing walls needed for such combination. An Owner must obtain prior written approval from the Architectural Control Committee, and must comply with reasonable conditions placed on the Owner by the Architectural Control Committee with regard thereto, including but not limited to an engineer's opinion of said effect on the Building, and Unit if any. Allocated interests shall remain as originally allocated per Unit, and the Owner shall continue to be assessed for two Units. Additionally, the Owner shall have two votes in Association matters.

11.5.2 An Owner desiring to remodel, alter or modify the interior of his or her Unit shall first shall first submit a written application tendered to the Executive Board for review. The application shall include plans and drawings of proposed alterations and shall be delivered by electronic mail or certified return receipt requested United States Postal Service mail. Within 45 days of receiving the application, the Architectural Control Committee shall take written action on the application. Such action shall be either approval, disapproval or request for additional information. The Architecture Control Committee, shall tender such action to the Owner in writing, delivered by electronic mail or by certified return receipt requested United States Postal Service mail. Any oral representations by a member of the Architectural Control Committee are not final or binding as action on the subject application. Only the written approval, disapproval or request for additional information shall be considered the action of the Architectural Control Committee.

11.5.3 As a condition of approval, the Executive Board or Committee shall require the Owner submitting the application to indemnify, defend and hold harmless the Association for damages and claims relating to the alteration or modification in any manner, and reasonable attorneys' fees incurred by the Association in processing or reviewing such application, including but not limited to drafting any necessary documents. Owner hereby acknowledges that the Committee is not a substitute for any construction professional and the Committee's communications are not to be relied upon by Owner for the same.

11.5.4 Each Owner acknowledges that the members of the Architectural Control Committee change from time to time and that the interpretation, application and enforcement of any proposed alteration or modification and this Article XI may vary accordingly. Any proposals, plans or drawings for any completed or proposed alteration or modification shall not be deemed a waiver of any right for the Architectural Control Committee to withhold approval as to any similar proposals for other alterations

or modifications. By the acceptance of a deed for title to a Unit, an Owner acknowledges and understands this Section 11.5.4.

11.5.5 No Owner may alter, modify, change or remodel any Common Element or Limited Common Element without the prior written approval of the Executive Board. All alterations performed to Common Elements must be under the direction of a qualified professional approved by the Association, the Master Associations, and any other governing body having jurisdiction thereover, and performed in a good and workmanlike manner.

11.6 Owner's Failure to Maintain. In the event that a Unit is not properly maintained or repaired by an Owner, or in the event the Unit is damaged or destroyed by an event of casualty, and the Owner does not take reasonable measures to diligently repair and reconstruction of those portions of the damages or destroyed Unit for which the Owner is responsible to substantially the same condition in which they existed prior to damage or destruction, then the Association, after approval by the Executive Board, shall deliver written notice to the Owner, and be authorized to enter the subject Unit and perform such work as is reasonably necessary to restore the Unit to a similar condition as it existed prior to the damage and destruction, or to a condition of good order and repair, whichever is better. All costs incurred by the Association as a result of repair or restoration shall be reimbursed to the Association by the Owner after written notice thereof, upon demand. All costs to be reimbursed shall be a lien upon the Unit until said costs are reimbursed to the Association. The lien may be enforced in the same manner as a lien for unpaid Assessments levied in accordance with this Declaration.

11.7 Right and Reservation for Access. The Association shall have the reservation and right to access each Unit and its appurtenant Limited Common Elements from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of the Limited Common Elements, or at any time deemed necessary for the making of emergency and other repairs or to prevent damage to the Common Elements, the Unit or to another Unit. For the limited purpose articulated herein, the Association or its Managing Agent shall have a key for each Unit. In the event an Owner changes the lock to his or her Unit, said Owner shall deliver to the Association a copy of the new key. In the event an Owner does not perform his or her obligations set forth in Article 11.6 above, the Association has the right to enter the subject the Unit and make such repairs as may be necessary to prevent damage to the Common Elements and other Units.

11.8 Aesthetic Considerations. Review and approval of any application pursuant to this Article is based on aesthetic considerations only. Neither the Association, nor the Executive Board or Architectural Control Committee shall bear any liability with respect to the structural integrity of such alterations or modifications. Neither the Association, the Executive Board nor the Architectural Control Committee shall be held liable for any injury, damage, loss, or claim arising out of the manner or quality of the approved alteration or modification to any Unit. All liability and risk shall be borne by the Owner completing such alteration or modification. In addition, the action by the Architectural Control Committee or Executive Board is not to be treated and does not serve as a substitute for the opinion of a qualified professional.

11.9 Qualified Professional. All alterations, changes, modifications, and remodels must be performed under the supervision of a qualified professional, such as an architect, engineer, and/or bonded general contractor, approved by the Architectural Control Committee, and performed in a good and workmanlike manner. In addition, the Owner must obtain all permits and approvals of any governmental authority having jurisdiction thereover.

11.10 Insurance. In the event an Owner's proposed alteration is approved, the Owner shall thereafter provide to the Association proof of liability insurance, insuring the contractor performing the work, and any other qualified professionals, and naming the Owner and the Association as additional insureds. The limits of coverage shall be determined by the Executive Board.

11.11 Expense and Owner Responsibility. The Owner putting forth the application for alteration, addition, change or modification shall bear the entire expense therefor, including any expenses arising from conditions required by the Executive Board or Architectural Control Committee or attorneys' fees and costs incurred by the Association with regard thereto. An Owner shall assume all responsibility for the maintenance, repair, replacement, and insurance, only to the extent not required to be insured by the Association, to and on such alteration, addition, change or modification. Furthermore, the Owner shall ensure said alteration or modification is in compliance with the County of Gunnison and Master Associations.

11.12 Enforcement. Any alteration, change, remodel, or modification done in violation of this Article XI shall be deemed non-conforming. Upon written request from the Executive Board, the Owner shall, at his or her expense, remove the nonconforming work and restore the subject property to its original condition, or re-submit the written application to the Architectural Control Committee for the purpose of correcting the non-conforming work. In addition to, or in the alternative, the Owner shall be fined in an amount taking into account the extent of the alteration and resulting violation. In the event the Association deems it necessary to perform any action to ensure that the modification shall not impair any utility, electrical, mechanical services, or structural integrity of the Building, the Owner shall be solely responsible for any expense related thereto. The Executive Board shall have the sole discretion to determine whether restoration or a fine is appropriate for each violation. All costs thereof, including reasonable attorneys' fees and costs, may be specifically assessed against the Unit and Owner, and collected as an Assessment and enforced as a lien pursuant to this Declaration. In addition to the foregoing, the Association, through its Executive Board, shall have the authority and standing to pursue all legal and equitable means and remedies available to enforce this Article and the Association's decisions with regard thereto.

ARTICLE XII
DAMAGE AND REPAIR

12.1 Power of Attorney. This Declaration hereby appoints the Association as the irrevocable attorney-in-fact for all Owners to deal with the Building upon its damage and repair.

S12.2 Repair or Reconstruction After Damage. For the purposes of this Article XII, total damage is defined as such damage as to render, in the judgment of the Association, all Units in the Building as uninhabitable. Any damages less than total damage as defined herein is partial damage for the purposes of this Article. Repair

or reconstruction as used in this Article means restoration of improvements to substantially the same condition which they existed prior to the damage with each Unit and the Common Elements having substantially the same vertical and horizontal boundaries as before.

12.3 Insurance Proceeds Sufficient to Repair. In the event that proceeds from insurance coverage are sufficient to cover the cost of repair or reconstruction after damage to the Building or any part thereof, then such repair or reconstruction shall be promptly performed by the Association, as attorney- in-fact for the Owners.

12.4 Insurance Proceeds Insufficient to Repair. If the insurance proceeds are insufficient to repair the damaged Building, the following provisions shall govern:

12.4.1 A partial damage to the Building shall be repaired as promptly as possible under the direction of the Association, and any cost of such repair in excess of insurance proceeds shall be assessed against all Owners as a Common Expense, except as otherwise required under Article XI, Section 11.3

12.4.2 In the event of total damage to the Building, a special meeting of the Owners shall be held for the purpose of determining whether reconstruction should be performed. If a super majority of the Owners vote in favor of reconstruction, then all Owners shall be bound and the cost of reconstruction in excess of insurance proceeds shall be assessed against all Owners as a Common Expense, subject to Article XI, Section 11.3. If the Owners do not vote in favor of reconstruction, then the Association shall forthwith sell the entire Condominium as attorney-in-fact for the Owners. In such case, the insurance proceeds, if any, payable as a result of the damage shall be collected by the Association and after payment of costs of collection thereof and of other outstanding obligations and charges owed by the Association as a result of the damage, the Association shall disburse the insurance proceeds and the proceeds of sale to the Owners in accordance with each Owner's Allocated Interests as to the Common Elements as set forth in **EXHIBIT B**. Such proceeds as may be necessary to satisfy any lien, mortgage or deed of trust against a Unit shall be paid by the Owner out of such Owner's share of proceeds. In the event that an Owner's negligence causes such damage, such negligent Owner shall be responsible for any and all uncompensated loss suffered by the Association or other Owners.

ARTICLE XIII
TERMINATION OF MECHANICS' LIENS RIGHTS AND INDEMNIFICATION

13.1 Mechanics' Liens. If any Owner shall cause material to be furnished to his or her Unit, or any labor performed thereon, the Association and/or other Owners shall not be liable under any circumstances for the payment of any expense incurred or for the value of any work done or material furnished. All such work shall be at the expense of the Owner or Owners causing it to be done, and such Owner(s) shall be solely responsible to contractors, laborers, materialmen and other persons furnishing labor, supplies, or material to his or her Unit. No labor performed or supplies or materials furnished due to the consent or request of a Unit Owner shall be the basis of filing a mechanics lien against the Unit or the Limited or General Common Elements. Each Owner shall indemnify and hold harmless the Association and each of the other Owners

from and against all liability arising from the claim of any mechanics lien against the Unit of any other Owner or against the Limited or General Common Elements for construction or labor performed, materials or services incorporated into the Unit at the direction of said Owner. Any and all expenses incurred by the Association as a result of the violation of this Article shall be borne by the Unit Owner(s) responsible for such violation.

ARTICLE XIV
PERSONAL AND REAL PROPERTY FOR COMMON USE

14.1 Personal and Real Property. The Association, as attorney-in-fact for all Owners, may acquire and hold for the benefit of all Unit Owners tangible and intangible personal and real property and may dispose of the same by sale or otherwise, pursuant to the Act. The beneficial interest in any such property shall be owned by all of the Owners in the same proportion as their Allocated Interests in the General Common Elements, with such interest being transferable only with the transfer of a Unit. Each Owner may use such property in accordance with the purpose for which it is intended without hindering or encroaching upon the lawful rights of other Owners.

14.2 Right to Mortgage. The Association, acting through its Executive Board, may mortgage or encumber real property of the Association subject to the limitations of the Act. In addition, the Executive Board specifically shall have the right to assign the Association's future income including the right to receive Common Expenses Assessments, for the obligations of the Association.

ARTICLE XV
EASEMENTS AND LICENSES

15.1 Easements for Encroachments of Common Elements and Units. If any portion of the Common Elements now or hereafter encroaches upon a Unit, or if any Unit now encroaches upon another Unit or any portion of the Common Elements, as a result of the construction of the Building or if any such encroachments shall occur hereafter due to settling or shifting, or any other reason, valid easements shall exist for such encroachments and for the maintenance of the same so long as the Building does exist. For title and other purposes, such encroachments and easements shall not be considered or determined to be encumbrances either upon the Common Elements or the Units, and such easement shall be appurtenant to and pass with the title to every Unit.

15.2 Recorded Easements. The Condominium shall be subject to all recorded easements as set forth on the attached **EXHIBIT B**, as shown on the Map or as set forth in the Attorney's Opinion thereon.

15.3 Easement for Construction. Declarant for itself, its successors and assigns, the Association and/or for Owners hereby reserves an easement for construction, utilities, drainage, ingress and egress over, in, upon, under and across the Common Elements, together with the right to store materials on the Common Elements, to build and maintain temporary walls, and to make such other use for the Common Elements as may be reasonably necessary or incident to any construction of the Units, or improvements on the Land or other properties adjacent or contiguous thereto; provided, however, that no such rights shall be exercised by Declarant in a manner which unreasonably interferes with the occupancy, use, enjoyment to the Condominium by the Owners.

15.4 Utility Easements. There is hereby created a blanket easement upon, across, over, and under the Land and Condominium for the benefit of the Common Elements and the Units, for the ingress and egress, installation, replacing, repairing, and maintaining all utilities, including but not limited to gas, water, electricity, sewer, telephone, internet, cable, and telephone. Said blanket easement includes future utility services not presently identified or available to the Units and Condominium but which may be reasonably required in the future.

15.5 Reservation of Easement. The Association is hereby granted the right to establish from time to time, by declaration or otherwise utility and other easements, permits or licenses over the Common Elements for the best interest of all Owners and the Association. Each Owner is hereby granted a perpetual non-exclusive right of ingress to and egress from the Owner's Unit over and across the Common Elements and Limited Common Elements appurtenant to that Owner's Unit, which right shall be appurtenant to the Owner's Unit, and which right shall be subject to limited and reasonable restrictions on the use of the Common Elements, set forth in writing by the Association.

ARTICLE XVI
FUTURE DEVELOPMENT RIGHTS

16.1 Expansion. Declarant expressly waives the right to expand this Condominium project.

ARTICLE XVII
SPECIAL DECLARANT RIGHTS

17.1 Special Declarant Rights. Declarant hereby specifically reserves the right to exercise any Special Declarant Rights as permitted under the Act, or this Declaration, including the right to: appoint and remove any officer or member of the Executive Board of the Association during the period of Declarant Control as set forth in Article 6.3 hereunder; amend this Declaration pursuant to the Act; post and maintain signs to advertise the project; the right to dedicate an easement as shown on the Map if any, including any utility easements, grant a pedestrian easement to if applicable, as well as the vacation or relocation thereof; the right to complete or make any improvements as shown on the Map, or as required by the Master Associations or Gunnison County.

ARTICLE XVIII
MISCELLANEOUS PROVISIONS

18.1 Nuisance. Every violation of the Association Documents shall be deemed to be a nuisance and is subject to all the remedies provided for the abatement thereof, pursuant to the Act or permitted by law.

18.2 Compliance with Declaration. Each Owner shall comply strictly with the provisions of this Declaration, Bylaws, Rules and Regulations, policies, and resolutions of the Association and any management agreement entered into by the Association as the same may from time to time be in force and effect. Failure to comply with any of the same shall be grounds for an action to recover damages, for injunctive relief, specific performance or for any other relief available in law or at equity, including any combination of the foregoing, maintainable by the Association on behalf of the Owners, or by an aggrieved Owner.

18.3 The Act. The provisions of this Declaration shall be in addition and supplemental to the Act, and to all other provisions of applicable law.

18.4 Severability. If any of the provisions of this Declaration or any Article, sentence, clause, phrase, word or section, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provision, article, sentence, clause, phrase, word or section in any other circumstances shall not be affected thereby.

18.5 Context. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

18.6 Amendment of Declaration. This Declaration may be amended only by the affirmative vote or agreement of the Unit Owners of Units to which fifty-one percent (51%) of the votes are allocated in the Association. No amendment shall be effective until placed on record in the office of the Clerk and Recorder of the County of Gunnison, Colorado. Any such amendment shall not require the approval of any holders of any mortgages or Deeds of Trust. Subject to the Act, the President of the Executive Board, or the Vice-President in the President's absence as defined in the Bylaws, is empowered to executed any amendments hereto.

18.7 Termination. Except in the case of a taking of all Units by eminent domain, or in case of foreclosure of a security interest that has priority over the Declaration, the Condominium may only be terminated by agreement of the Unit Owners of Units to 67% of the votes in the Association are allocated. An agreement of the Unit Owners to terminate must be evidenced by their execution of a termination agreement or ratifications thereof in the same manner as a deed.

18.8 No Right of First Refusal. This Declaration does not establish a right of first refusal in any Owner, including Declarant, with respect to the purchase of any Units in Double Top Condominiums.

18.9 Attorneys' Fees. If any action is brought in a court of law as to the enforcement or interpretation or construction of this Declaration or any document provided for herein, the prevailing party in such action shall be entitled to reasonable attorneys' fees as well as all costs incurred in the prosecution or defense of such action.

18.10 Binding Agreement. This Declaration shall bind and inure to the benefit of the parties hereto and their respective representative, heirs, successors and assigns.

18.11 Run with the Land. The covenants and restrictions of this Declaration shall run with the Land and bind the Land in perpetuity subject to the termination provisions herein and the Act.

IN WITNESS WHEREOF, this Declaration is executed by the Declarant this _____ day of _____, 2019.

MCHASKELL PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY

By: _____
Mary Haskell, Managing Member

STATE OF COLORADO)
) ss.
County of Gunnison)

The foregoing Condominium Declaration For Double Top Condominiums was acknowledged before me this _____ day of _____, 2019, by Mary Haskell as Managing Member of McHaskell Properties, LLC, a Colorado limited liability company.

Witness my hand and official seal.

(SEAL)

_____
Notary Public
My commission expires:

EXHIBIT A
LEGAL DESCRIPTION OF LAND

UNIT 10, PIONEER PLAZA COMMERCIAL TOWNHOMES, according to the map thereof recorded July 15, 2005 under Reception No. 555753 and the Declaration of Covenants, Conditions and Restriction for the Pioneer Plaza Commercial Townhomes recorded July 15, 2005 under Reception No. 555752, and the Amendment thereof recorded August 16, 2005 under Reception No. 556976, County of Gunnison, State of Colorado (Land).

EXHIBIT B
ALLOCATED INTERESTS

	Square Footage	Undivided Interest in Common Elements	Common Expense Liability	Votes
UNIT 1	328	9.3%	9.3%	1
UNIT 2	191	5.4%	5.4%	1
UNIT 3	501	14.3%	14.3%	1
UNIT 4	767	21.8%	21.8%	1
UNIT 5	864	24.6%	24.6%	1
UNIT 6	864	24.6&	24.6%	1

EXHIBIT C

1. Easement and Right of Way for Cattle Driveway as reserved in Warranty Deed recorded in Book 245 at page 364.
2. Easement and Right of Way recorded in Book 502 at page 237.
3. Grant of Utilities Easement recorded at Reception No. 579020.

GUNNISON COUNTY, COLORADO
ADMINISTRATIVE REVIEW PROJECT
LAND USE CHANGE PERMIT APPLICATION

GUNNISON COUNTY COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING OFFICE
221 N. WISCONSIN ST, STE D., GUNNISON, CO 81230
TELEPHONE: 970-641-0360
Website: https://www.gunnisoncounty.org/144/Community-and-Economic-Development:
Email: planning@gunnisoncounty.org

DATE RECEIVED: 9/16/19
APPLICATION FEE PAID- DUE AT SUBMITTAL ($275): 9/16/19

Additional fees will be assessed according to the Gunnison County Land Use Change Fee Schedule

APPLICANT. (If the applicant is not the owner of the land, the applicant shall submit a notarized letter signed by the owner consenting to the submittal. Consent of the owner for submittal shall imply consent by the owner for the County to complete the review process.):
Elizabeth P Appleton PC

MAILING ADDRESS: PO Box 234		
CITY: Crested Butte	**STATE:** CO	**ZIP:** 81224
PHONE (day): 970-349-6454	**(evening):**	
FAX:	**E-MAIL ADDRESS:** beth@epappletonlaw.com	

PROPERTY OWNER (If other than applicant, a notarized letter from the property owner consenting to this application, must be submitted. If the applicant is not the sole owner of the land, the applicant shall submit a notarized letter(s) signed by all other owners, and/or by an association or corporation representing the owners, consenting to, or joining in, the application.):

NAME: McHaskell Properties, LLC, Attn: Mary Haskell

MAILING ADDRESS: 32 Brackenbury Street		
CITY: Crested Butte	**STATE:** CO	**ZIP:** 81224
PHONE (day):	**(evening):**	
FAX:	**E-MAIL ADDRESS:** cbmaymay@gmail.com	

PRIMARY CONTACT PERSON and AUTHORIZED REPRESENTATIVE (The person the Planning Department should contact regarding scheduling of meetings and information for this application. A **NOTARIZED LETTER** from the property owner authorizing the representative must be submitted.)

NAME: Elizabeth P. Appleton, attorney

SCANNED

MAILING ADDRESS: PO BOx 234		
CITY: Crested Butte	STATE: CO	ZIP: 81224
PHONE (day): 970-349-6454	(evening):	
FAX: 970-797-1833	E-MAIL ADDRESS: beth@epappletonlaw.com	

As needed to provide complete information, submit the following on separate sheets attached to this application:

PROPERTY LOCATION and LEGAL DESCRIPTION OF PROPERTY:

1. **Legal Description.** Cite lot and block or tract numbers, mining claim or homestead references; attach copy of deed and/or metes and bounds description(s).

2. **Property Address.**

3. **Common Description (include mileage from highway or County road, or other recognized landmarks).**

STATUS OF PARCEL AS A LEGAL LOT. If the parcel on which the land use change is proposed is smaller than 35 acres, the Department may also request the applicant to supply information sufficient to document that the subject was legally created.

NOTIFICATION TO COUNTY IF FEDERAL PERMITS ARE REQUIRED FOR PROJECT. When an EA or EIS or other state or federal action or permit is required, and that requirement is known by the applicant, the applicant shall notify the County of that requirement when the application is first submitted for review.

☐ **EA or EIS is known by the applicant to be required**

☐ **EA or EIS is not known by the applicant to be required**

PROJECT DESCRIPTION. Describe in detail what the applicant wants to do on the parcel, including new uses, division of land, adjustment of boundaries, expansion of existing uses, number of units, estimated amount of new traffic, new structures to be constructed, proposed phases and a description of off-site resources and haul routes (including those used by vehicles related to construction) necessary to accomplish the project. If the proposed land use change is a subdivision, identify the use of each lot (single family residence, duplex, commercial, etc.):

This is a condominium project for a new building, constructed upon Unit 10, Pioneer Plaza Commercial Townhomes, according to the map thereof recorded July 15, 2005 under Reception No. 555753 and the Declaration of Covenants, Conditions and Restriction for the Pioneer Plaza Commercial Townhomes recorded July 15, 2005 under Reception No. 555752, and the Amendment thereof recorded August 16, 2005 under Reception No. 556976, County of Gunnison, State of Colorado. This is a mixed use project with four commercial or professional units on the first floor and two residential units on the second floor. The project is under construction. The Building Permit number is 2018-00213. A copy is included herewith.

PROJECT DESIGN. As applicable, all elements of the project design, pursuant to the individual sections of Article 13: *Project Design Standards*; the staff will advise the applicant which of these requirements apply to a specific application:
SECTION 13-103: *General Site Plan Standards and Lot Measurements.*
SECTION 13-104: *Setbacks from Property Lines and Road Rights-of-Way.*
SECTION 13-105: *Residential Building Sizes and Lot Coverages.*
SECTION 13-107: *Installation of Solid-Fuel-Burning Devices.*
SECTION 13-108: *Open Space and Recreation Areas.*

SECTION 13-109: *Signs.*
SECTION 13-110: *Off-Road Parking and Loading.*
SECTION 13-111: *Landscaping and Buffering.*
SECTION 13-112: *Snow Storage.*
SECTION 13-113: *Fencing.*
SECTION 13-114: *Exterior Lighting.*
SECTION 13-115: *Reclamation and Noxious Weed Control.*
SECTION 13-116: *Grading and Erosion Control.*
SECTION 13-117: *Drainage, Construction and Post-Construction Storm Water Runoff.*
SECTION 13-118: *Water Impoundments.*
SECTION 13-119: *Standards to Ensure Compatible Uses.*

PRESENT LAND USE; identify present land uses and locations and sizes of structures that exist on the property:

This property is located in the commercial district of Crested Butte South and a lot within Pioneer Plaza Commercial Townhomes. Prior to construction, this was a vacant lot.

IDENTIFY PREVIOUSLY-APPROVED USES. List Land Use Change Permits and/or subdivision approval have been previously approved for the property, and the year in which they were approved.

The lot was approved in 2005 for the Pioneer Plaza Commercial Townhomes subdivision, by Gunnison County and Crested Butte South POA.

CHARACTERISTICS and CURRENT CONDITION OF LAND. List physical characteristics and conditions of the land, including streams, irrigation ditches, ponds, soils, roads, vegetation, geologic hazards, any work that has been done to clear the property, etc.)

It is a flat lot, located across from Red Mountain Liquors and Crested Butte South Storage in CB South, and does not have any distinguishing characteristics except for several trees at the front of the property, but not actually on the subject property. The lot is under construction and faces Gillaspey Avenue. At the back of the building is a dirt alley, which is part of the Pioneer Plaza subdivision.

AFFECTED LANDOWNERS. List all landowners and land uses that are within 500 feet of the boundaries of the entire parcel on which the land use change is proposed, including all properties separated from the parcel by a road or would be adjacent if the road did not exist. The best-available, most current information of this listing of current owners is in the Gunnison County Assessor's Office:

AFFECTED OWNER NAME	PARCEL LOCATION RELATIVE TO PROPOSED LAND USE CHANGE PARCEL	CURRENT LAND USE ON ADJACENT PARCEL
See attached list		Commercial and residential uses

VICINITY MAP: (Submit 1 copy) The attached sample vicinity map can be used as a guide. Minimum scale of 1"=100' is preferred. Sheet size cannot exceed 34" x 36". (Applications for plats of constructed condominium or townhome projects that have been approved by the County shall not be required to submit a site plan.) At a minimum, include the following:

- **PROPERTY LOCATION AND NEARBY PARCEL SIZES AND LAND USES**. Location of the property on a United States Geological Survey quadrangle map or on a recorded plat if the proposed development is within an approved subdivision, with the location highlighted so that it is easy to see, and that clearly shows sizes of parcels and land uses within a half-mile of the proposed project.
- **ROADS**. All U.S. and state highways and nearest County or Forest Service, Bureau of Land Management, and/or subdivision/private roads that provide access to the proposed project.
- **EASEMENTS.** Easements recorded or historically used that provide access to or across, or other use of, the property.
- **BOUNDARIES OF DISTRICTS, MUNICIPALITIES OR SUBDIVISIONS**. Locations of special district boundaries, municipalities or residential subdivisions within a half mile of the property.
- **PROXIMITY OF MINING OR PROCESSING ACTIVITY**. Any parcel located within 1,000 feet of the property proposed for land use change on which there exists an operation involving mineral exploration or extraction or construction materials processing.

SITE PLAN/LAYOUT. (Submit 1 copy) This is a drawing; the attached sample site plan can be used as a guide. Minimum scale of 1"=100' is preferred. Sheet size cannot exceed 34" x 36". When multiple sheets are used, provide an index sheet stating the contents of each sheet. All the listed information MUST be shown on the drawing before you can be scheduled to meet with Planning Commission. (Applications for plats of constructed condominium or townhome projects that have been approved by the County shall not be required to submit a site plan.)

- **ALL PROPERTY PROPOSED FOR DEVELOPMENT**. Include all land proposed for immediate and anticipated for future development. This can be a simple, hand-drawn layout, but it must be legible, clearly marked, drawn to scale, and signed and dated by the person who drew it.
- **PHASING.** Any proposed phases of the development, and their timing.
- **TOTAL ACREAGE OF CONTIGUOUS PROPERTY OWNED BY THE APPLICANT.** Total acreage and location of all contiguous property owned by the applicant.
- **TOTAL ACREAGE IN PROPOSED LAND USE CHANGE PERMIT AREA**. Total acreage of the site on which the applicant wants to obtain approval for the Land Use Change Permit.
- **ADJACENT LOT SIZES.** Lot size(s) of properties adjacent to and in the impact area of the site proposed for the land use change.
- **ADJACENT LAND OWNERS.** Names and actual land uses of adjacent landowners (including federal, State of Colorado and other publicly owned lands), to the site (in addition to the separate narrative listing). This includes properties that may be across a road, stream or river from the applicant's property.
- **UTILITY LOCATIONS IN AREA**. Location of all existing utilities on the property (septic tanks, wells, electric, gas, telephone or cable lines) that will serve the property.
- **TOPOGRAPHIC FEATURES**. Streams, lakes, ponds, wetlands, contour lines and elevations, any prominent ridgelines, and any other significant visual resource areas on the property.
- **LIVESTOCK DRIVES AND FENCELINES**. Historic or recorded stock drive easements crossing or adjoining the development property, including the location of any existing fences along property lines, and the location of new fences or other obstacles proposed to be built across any such stock drive.
- **IRRIGATION DITCHES**. The location(s), and name(s), of any irrigation ditch crossing or adjoining the development property, as available from the Colorado Division of Water Resources, or ditch commissioner's records.
- **DRAINAGE**. Drainage patterns, on and adjacent to the project property.
- **DRIVEWAYS AND PARKING**. Driveways/parking areas, both existing and proposed.
- **EXISTING STRUCTURES**. Locations and sizes of existing structures.
- **PROPOSED STRUCTURES**. Locations and sizes of proposed structures.
- **BOUNDARIES.** Boundaries and related measurements.

ACCESS: Indicate the name of the road or highway (name and number) that is the primary access for the proposed land use change. If either a County Access Permit, or a Colorado Department of Transportation Highway Access Permit exists for existing access, submit a copy of the permit. Submit copies of deeded easements over the area of private or public lands that

will provide access to the parcel proposed for land use change.

1. County Access Permit attached: ☐
2. Colorado Department of Transportation Highway Access Permit attached: ☐
3. Easement documents attached: ☐

TRAFFIC: Estimate traffic to be generated by the proposed project, including whether it will be residential, commercial or industrial, or a mix of all uses, and the estimated numbers of vehicle trips per day.

1. Residential trips (estimate ten trips per day per dwelling unit:
   Two residential units - no more than 10 trips a day for each unit.
2. Commercial or industrial uses (describe type and/or weight of vehicles, estimated trips per day and time of day trips will occur):
   See attached permitted uses and traffic informatio.
3. No additional traffic will be generated by this land use change. ☐
4. Easement documents attached: ☐

PLEASE CHECK THE BOX AND COMPLETE THE SECTION THAT APPLIES TO THIS APPLICATION:

WATER SUPPLY:

☑ **WILL TIE ONTO AN EXISTING CENTRAL SYSTEM.** Indicate the name of the municipality, district or other existing system which will provide the service. Attach a copy of a notarized letter of intent to provide, signed agreement or contract between the applicant and the supplier indicating the amount of water and conditions of tie-on.

Crested Butte South Metropolitan District. Building Permit is attached.

☐ **WILL PROVIDE NEW CENTRAL SYSTEM.** Attach copies of approved well permits, court decrees, augmentation plan, or other deeded water rights. Indicate what operational system is proposed, including treatment options and proposed plans for operation and maintenance, and including information about water available for fire suppression.

☐ **WILL HAVE AN INDIVIDUAL WELL OR SPRING SYSTEM.** List, and attach copies of approved well permits, court decrees, augmentation plans, or other deeded water rights. If the source of the supply is not located on your property, indicate on the vicinity map where it is located.

WASTEWATER TREATMENT:

☑ **WILL TIE ONTO AN EXISTING CENTRAL SYSTEM.** Indicate which system (municipal, special district, subdivision, as applicable), and attach a copy of a notarized letter of the service provider's intent to provide, or contract between applicant and the provider that the provider has capacity and is willing to provide.

Crested Butte South Metropolitan District

☐ **WILL PROVIDE NEW CENTRAL SYSTEM.** Indicate what operational system is proposed, including treatment options and proposed plans for operation and maintenance, as required by the Colorado Department of Public Health and Environment.

☐ **INDIVIDUAL SEWAGE DISPOSAL SYSTEM(S).** Contact the Gunnison County Environmental Health Office (641-5105) to determine if your existing system is adequate for the proposed use, and/or requirements for any new system. You will be required to pay the standard site-visit costs that may be necessary for that office to review your proposed

site. An individual sewage disposal system permit will be issued only after a land use change permit has been approved, unless the Planning Department approves the issuance of a system repair permit for an existing system.

IRRIGATION DITCHES AND ADJACENT AGRICULTURAL OPERATIONS: If irrigation ditches are located on or adjacent to the parcel proposed for land use change, list their locations, and names of owners that are available from the applicable Colorado Division of Water Resources office, or ditch commissioner's records. Setbacks and other elements of the proposed site plan are required to comply with Section 5-209 of the *Gunnison County Land Use Resolution*, *Development That Affects Agricultural Lands*.

☑ There are no irrigation ditches on or adjacent to the subject parcel.

☑ **COPY OF TAXES PAID:** Submit a copy of certification from the Gunnison County Treasurer's Office indicating that all real property taxes applicable to the subject parcel on which the land use change is proposed have been paid up to the year in which the application is made.

MINERAL RESOURCES:

Is this property known to contain, or reasonably believed to contain mineral resources?
☐ Yes ☑ No
Has this area been the site of underground or surface mining activity in the past?
☐ Yes ☑ No
Has an original patent been issued to this property under the mining laws of the United States or Colorado?
☐ Yes ☑ No

On a separate sheet, list the owners or lessees of underlying mineral estates, if applicable.

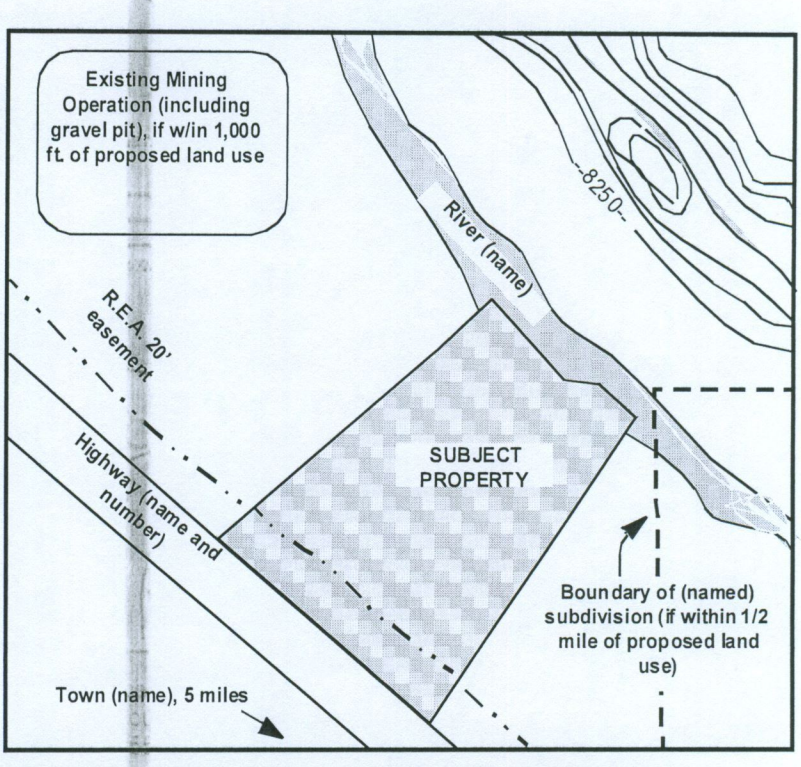
RESTRICTIVE COVENANTS. List any restrictions imposed by recorded protective covenants or deed restrictions on the property proposed for land use change; attach a copy of the document (covenants, deed restriction or conservation easement). If the property is subject to restrictions imposed by a homeowners or property owners association, provide a letter from the authorized representative approving the concept of the project.

1. Covenants and/or deed restriction document attached: ☑
2. Homeowners'/ property owners' association letter attached: ☑
3. Not applicable: ☐

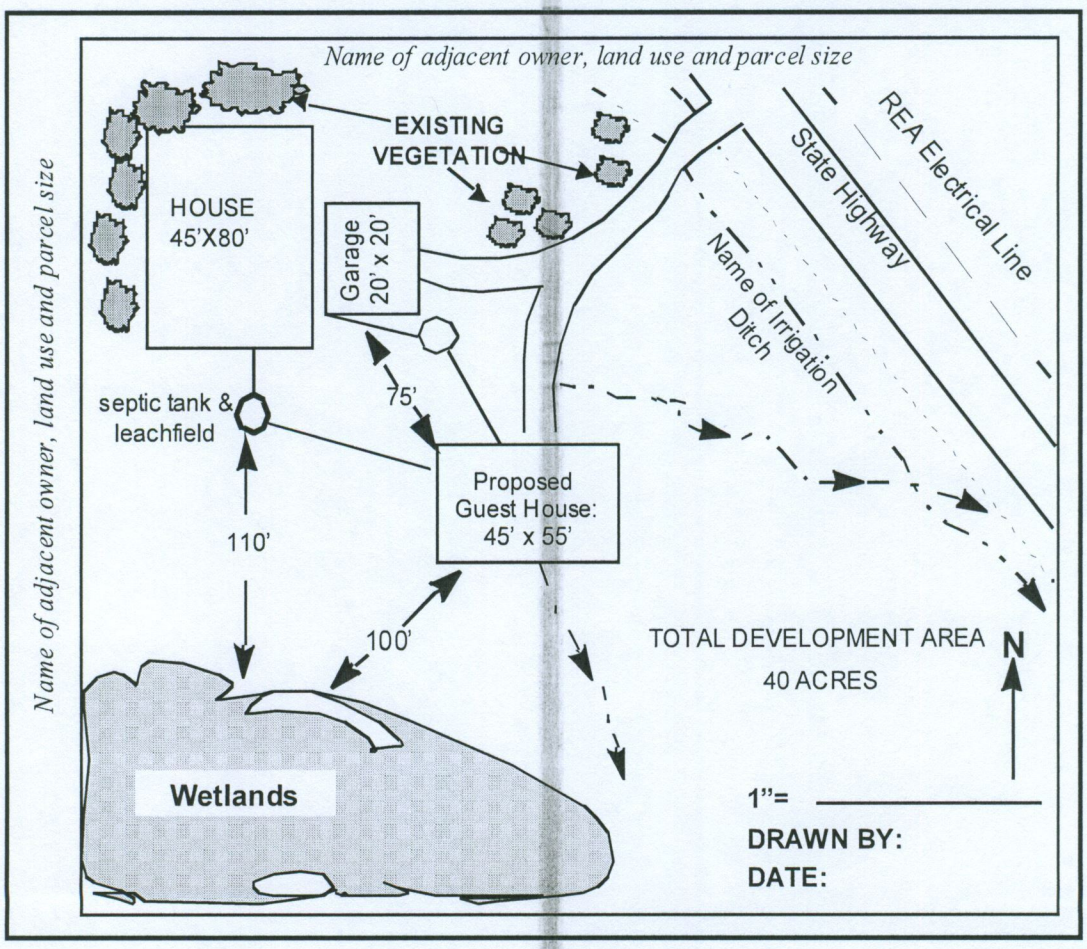
ADDITIONAL SUBMITTALS BASED UPON INFORMATION AVAILABLE ON MAPS USED BY THE COUNTY. If a land use change is proposed on a parcel located within any of the following areas, additional submittals may be required to be submitted; the Planning Department will provide assistance to the applicant to determine the specific information that must be submitted:

- **LOCATION OF SITE WITHIN FLOODPLAIN HAZARD AREA.** As applicable, an application proposing a land use change on a parcel located within a floodplain hazard area, pursuant to Section 11-103: Development in Areas Subject to Flood Hazards.
- **LOCATION OF SITE WITHIN GEOLOGIC HAZARD AREA**. As applicable, an application proposing a land use change on a parcel located in a geologic hazard area may be required to submit a geotechnical report that evaluates and predicts the impact of specific geologic conditions on the proposed land use change and measures to mitigate these hazards, pursuant to Section 11-104: *Development in Areas Subject to Geologic Hazards.*
- **LOCATION OF SITE WITHIN WILDFIRE HAZARD AREA.** As applicable, an application proposing a land use change on a parcel located within a wildfire hazard area, pursuant to Section 11-105: Development in Areas Subject to Wildfire Hazards.
- **LOCATION OF SITE WITHIN AREA POTENTIALLY AFFECTED BY WETLANDS AND WETLANDS PERMITTING.** As applicable, an application proposing a land use change on a parcel located in an area in which there are wetlands, pursuant to Section 11-107: Protection of Water Quality.
- **LOCATION OF SITE VISIBLE FROM RIDGELINE VANTAGE.** As applicable, an application proposing a land use change that is visible from a ridgeline vantage, pursuant to Section 11-108: Standards for Development on Ridgelines.
- **DEVELOPMENTS IMPACTING AGRICULTURAL LANDS**. If a proposed project adjoins agricultural lands, involves land through which irrigation ditches flow, or over which there are general or exclusive easements for stock drives, the application shall address the requirements of Section 11-109: Development That Affects Agricultural Lands, and Section 15-103: Right-to-Ranch Policy which shall identify, in written and/or graphic form, the following:
  - **AGRICULTURAL LAND OWNER**. The location(s) and name(s) of owner(s) of any agricultural land(s) adjoining or possibly impacted by the proposed land use change.
  - **AGRICULTURAL DITCHES.** The location(s), name(s), name(s) of owner(s), size(s), and decreed capacity(ies) of any agricultural ditch crossing or adjoining the development property, as available from the Colorado Division of Water Resources, or ditch commissioner's records.
  - **EASEMENTS**. The location of historical easements used to gain access to headgates, ditches, and fences for maintenance or operations.
  - **LIVESTOCK DRIVES AND FENCELINES.** Historic or recorded stock drive easements crossing or adjoining the development property, including the location of any existing fences along property lines, and the location of new fences or other obstacles proposed to be built across any such stock drive.
- **DEVELOPMENT ON LAND BEYOND SNOWPLOWED ACCESS.** As applicable, an application that proposes development at a location that currently receives no snowplowing services for access, pursuant to Section 11-110: *Development of Land Beyond Snowplowed Access.*
- **DEVELOPMENT ON LAND ON AN INHOLDING WITHIN NATIONAL WILDERNESS.** As applicable, an application that proposes development on an inholding within a National Wilderness Area, pursuant to Section 11-111: *Development on Inholdings in the National Wilderness.*
- **DEVELOPMENT ON PROPERTY ABOVE TIMBERLINE.** As applicable, an application that proposes development on a parcel located above timberline, pursuant to Section 11-112: *Development on Property Above Timberline.*

VICINITY MAP EXAMPLE



SITE PLAN EXAMPLE



Revised 6-2019

Land Use Change Permit Application Checklist

Additional items may be requested upon review of the application.

The following attachments must be included, along with this application:

- ☑ **COMPLETE APPLICATION**. Please complete each section of the above application. If the application is not complete staff will notify you in writing of the missing items.
- ☑ **APPLICATION FEE DUE AT SUBMITTAL**
- ☑ **LETTER OF OWNER'S CONSENT.** If applicable, a **notarized** letter from the property owner acknowledging a person other than the owner may apply for permits.
- ☑ **PROJECT DESCRIPTION.** Describe your proposed project in detail, including existing improvements or operations and proposed changes or expansion.
- ☑ **SITE PLANS.** Site Plans, as described in the Land Use Change application, page 4 and depicted above.
- ☑ **VICINITY MAP.** Submit a vicinity map as described in the Land Use Change application, page 4 and depicted above. You may contact the GIS Department at 970-641-7620 for assistance in creating large scale maps.
- ☑ **ADJACENT PROPERTY OWNERS.** Identify all property owners within 500 feet of the boundaries of the subject parcel. You may contact the Gunnison County Assessor at 970-641-1085 for assistance.
- ☑ **TAXES PAID.** Submit a copy of the taxes paid for the most recent year, you may contact the Gunnison County Treasurer's office at 970-641-2231.
- ☐ **WELL PERMIT.** Submit a copy of the well permit available from the Colorado Division of Water Resources, 970-249-6622.
- ☑ **WASTEWATER.**
  INDIVIDUAL SEWAGE DISPOSAL SYSTEM (ISDS). If your project is going to be served by an individual sewage disposal system, **have you obtained an ISDS Permit?** _____ If yes, list the Permit #_____. **If not, have you applied for it?** _____. You may contact the Environmental Health Inspector at 970-641-5105 to be informed of the applicable standards.
  TAP FEES. If your building site is to be served by a district or municipal or private central wastewater treatment system or water supply system, you must submit your receipt of payment of the required tap fees must be submitted before the County Building Permit is issued. **Have the fees been paid?** Yes.
- ☐ **CDOT ACCESS PERMIT:** If the subject parcel is accessed from a state highway submit a copy of the access permit from the Colorado Department of Transportation.
- ☑ **TRAFFIC:** Identify the traffic associated with the proposed project.
- ☐ **FIRE DISTRICT STANDARDS.** Contact the applicable Fire District for the purpose of being informed of their standards. Gunnison Fire Protection District: 970-641-8153. Crested Butte Fire Protection District: 970-349-5333.
- ☑ **HOMEOWNERS' ASSOCIATION APPROVAL.** If you are in a subdivision that has a homeowner's association, the association's approval must be attached to your plans.
- ☑ **WARRANTY DEED.** A copy of the recorded Warranty Deed is required for proof of ownership. This may be obtained from the Clerk and Recorder's Office, first floor of the Blackstock Government Center.

11-4 HOLDINGS LLC
26 LARCH CIR
HOLLAND, PA 18966-2160

88 GILLASPEY PARTNERS LLC
PO BOX 1012
CRESTED BUTTE, CO 81224-1012

ADAGIO PROPERTIES LLC
760 HORIZON DR BOX 203
GRAND JUNCTION, CO 81506-3968

ANDERSON KRISTEN M
12072 SAINT BERNARD DR
TRUCKEE, CA 96161-6408

APONTE KLINE GLORIMAR
5264 N 1740 W
SAINT GEORGE, UT 84770-5955

ARMSTRONG PROPERTIES LLC
PO BOX 3861
CRESTED BUTTE, CO 81224-3861

BEARTH JEFFREY J
99 TEOCALLI RD
CRESTED BUTTE, CO 81224-9618

BELLAMY MICHAEL C
PO BOX 515
CRESTED BUTTE, CO 81224-0515

BELLAMY PAMELA C
PO BOX 515
CRESTED BUTTE, CO 81224-0515

BELLAMY TRUST
177 ELCHO AVE
CRESTED BUTTE, CO 81224-9616

BEMBENEK ASHLEY
PO BOX 3353
CRESTED BUTTE, CO 81224-3353

BETZ CARRIE
311 CEMENT CREEK RD UNIT F
CRESTED BUTTE, CO 81224-9782

BETZ GALEN D
311 CEMENT CREEK RD UNIT F
CRESTED BUTTE, CO 81224-9782

BISHOP ANTHONY
2509 PATRICIA AVE
LOS ANGELES, CA 90064-3323

BISHOP ELIZABETH
2509 PATRICIA AVE
LOS ANGELES, CA 90064-3323

BLOMBERG BRANDON COREY
PO BOX 1655
CRESTED BUTTE, CO 81224-1655

BORTOLIN MARK CHRISTOPHER
148 ELCHO AVE UNIT 19
CRESTED BUTTE, CO 81224-9791

BRIDGE POOL HOLDINGS INC C/O RICHA
50 CALHOUN DR
GREENWICH, CT 06831-4438

CASTILLO SHAWNA JAE
PO BOX 1006
CRESTED BUTTE, CO 81224-1006

CATMUR MARTIN
403 E SAN JUAN AVE
GUNNISON, CO 81230-2350

CATMUR ROSEMARY
403 E SAN JUAN AVE
GUNNISON, CO 81230-2350

CHRISMAN JAMES B
PO BOX 3402
CRESTED BUTTE, CO 81224-3402

CHRISMAN SCOT J
PO BOX 3402
CRESTED BUTTE, CO 81224-3402

CHRISMAN SUSAN J
PO BOX 3402
CRESTED BUTTE, CO 81224-3402

COLTWALPOLE LLC
1077 W KUIAHA RD
HAIKU, HI 96708-5641

CONLIN DENNIS
3022 DAY AVE
COCONUT GROVE, FL 33133-5109

CONLIN MARY JO
3022 DAY AVE
COCONUT GROVE, FL 33133-5109

CRESTED BUTTE SOUTH PROPERTY OW
61 TEOCALLI RD
CRESTED BUTTE, CO 81224-9704

DEL TREDICI PATRICIA FRANCESCA LIVI
311 CEMENT CREEK RD UNIT G
CRESTED BUTTE, CO 81224-9782

DETHLOFF MARGARET D
PO BOX 2105
CRESTED BUTTE, CO 81224-2105

DIETZ KAYLA
880 S COIT RD APT 2903
PROSPER, TX 75078-3019

DIETZ KEVIN
880 S COIT RD APT 2903
PROSPER, TX 75078-3019

ERIE SPIRITS LLC
81 GILLASPEY AVE
CRESTED BUTTE, CO 81224-9617

FITZGERALD DANIEL
PO BOX 1954
CRESTED BUTTE, CO 81224-1954

FITZGERALD MICHELLE
PO BOX 1954
CRESTED BUTTE, CO 81224-1954

FOX LUCAS MICHELLE
PO BOX 2745
CRESTED BUTTE, CO 81224-2745

FRERICHS GRANT W
PO BOX 241
ALMONT, CO 81210

FRERICHS JULIE A
PO BOX 241
ALMONT, CO 81210

GARDNER RACHAEL A H
PO BOX 1231
CRESTED BUTTE, CO 81224-1231

GIDDAY LISA K
2 TWIN FLOWER
LITTLETON, CO 80127-2218

GIENAPP DEIRDRE
101 MEADOW LARK TRL
GUNNISON, CO 81230-9229

GIENAPP MARK A
101 MEADOW LARK TRL
GUNNISON, CO 81230-9229

GLICK DARREN
PO BOX 303
CRESTED BUTTE, CO 81224-0303

GOTHIC CB LLC
14146 WATT RD
NOVELTY, OH 44072-9789

GRACEFFA JEFFREY
PO BOX 2471
CRESTED BUTTE, CO 81224-0205

GRACEFFA KYLEENA
PO BOX 2471
CRESTED BUTTE, CO 81224-0205

GRANTHAM JAN E
4850 RAVEN RUN
BROOMFIELD, CO 80023-4639

GUCCIONE LAURA JOAN
129 GILLASPEY AVE
CRESTED BUTTE, CO 81224-9617

GUNNISON BANK & TRUST COMPANY
232 W TOMICHI AVE
GUNNISON, CO 81230-2721

HILDEBRAND CAROL A
1077 RACE ST APT 904
DENVER, CO 80206-2827

HILDEBRANDT KRISTA
PO BOX 2012
CRESTED BUTTE, CO 81224-2012

HILDEBRANDT PAUL JOHN AKA PJ
PO BOX 2012
CRESTED BUTTE, CO 81224-0351

HURLEY JEFFERY D
PO BOX 1006
CRESTED BUTTE, CO 81224-1006

JENKINS MATTHEW J
161 TEOCALLI RD UNIT 3
CRESTED BUTTE, CO 81224-9757

JR & JL LANDOWNERS LLC
49 GILLASPEY AVE
CRESTED BUTTE, CO 81224-9617

KLINE MICHAEL RONALD
5264 N 1740 W
SAINT GEORGE, UT 84770-5955

KRAKEL ALISA
217 GILLASPEY AVE UNIT 4
CRESTED BUTTE, CO 81224-9795

LAMB ERIC C
PO BOX 5
CRESTED BUTTE, CO 81224-0005

LAMB JOYCE L
PO BOX 5
CRESTED BUTTE, CO 81224-0005

LEHMAN AMY L
2 TWIN FLOWER
LITTLETON, CO 80127-2218

LOVETT NATHAN F
129 GILLASPEY AVE
CRESTED BUTTE, CO 81224-9617

LUCAS JEFFREY
1064 NOVARA ST
SAN DIEGO, CA 92107

LYPPS ROXIE J
PO BOX 27
CRESTED BUTTE, CO 81224-0027

M & M ENTERPRISES LLC
8 NICHOLS RD
LANDGROVE, VT 05148-9612

M AND M ENTERPRISES LLC
8 NICHOLS RD
LANDGROVE, VT 05148-9612

MARKOWITZ DIANE S
PO BOX 1258
CRESTED BUTTE, CO 81224-1258

MARRA JAMES MICHAEL
PO BOX 803
CRESTED BUTTE, CO 81224-0803

MARTIN JOHN
1641 KARLANN DR
BLACK HAWK, CO 80422-4039

MARZIANO STEPHANIE A
PO BOX 2998
CRESTED BUTTE, CO 81224-2998

MASSEY KELI D
PO BOX 3588
CRESTED BUTTE, CO 81224-3588

MATZINGER DAN
PO BOX 456
DECATUR, TX 76234-0456

MATZINGER LEAH
PO BOX 456
DECATUR, TX 76234-0456

MCAULEY MICHAEL G
PO BOX 2398
CRESTED BUTTE, CO 81224-2398

MCHASKELL PROPERTIES LLC
32 BRACKENBURY ST
CRESTED BUTTE, CO 81224-9745

MCKENNA JOHNDAVID
2829 FRONT ROYAL DR
COLORADO SPRINGS, CO 80919-4204

MCKENNA VERONIKA
2829 FRONT ROYAL DR
COLORADO SPRINGS, CO 80919-4204

MCKENRICK C ROSS
PO BOX 3411
CRESTED BUTTE, CO 81224-3411

MCKENRICK SCOTT DAMER
PO BOX 3411
CRESTED BUTTE, CO 81224-3411

MIKOS MARK
PO BOX 3353
CRESTED BUTTE, CO 81224-3353

MOEBIUS DANIEL A
PO BOX 4065
CRESTED BUTTE, CO 81224-3709

MOFFETT JEFFREY L
PO BOX 985
CRESTED BUTTE, CO 81224-0985

MOFFETT TAMALA M
PO BOX 985
CRESTED BUTTE, CO 81224-0985

MOORE H GAIL
PO BOX 4065
CRESTED BUTTE, CO 81224-3709

MOORE THOMAS P
PO BOX 4065
CRESTED BUTTE, CO 81224-3709

MORGAN WILLIAM CHARLES
PO BOX 2727
CRESTED BUTTE, CO 81224-2727

NELON GARY L FAMILY TRUST
30421 BERRY CREEK DR
GEORGETOWN, TX 78628-1136

NELSON ERIC JR
5600 HILLCREST LN APT 2G
LISLE, IL 60532-2571

NEWTON MELANIE RENEE
PO BOX 3411
CRESTED BUTTE, CO 81224-3411

OBERLING WILLIAM
PO BOX 803
CRESTED BUTTE, CO 81224-0803

OLSON SHAWN
PO BOX 2296
CRESTED BUTTE, CO 81224-2296

PACHLA BARBARA K
PO BOX 5168
CRESTED BUTTE, CO 81225-5168

PERAMBO JEFFREY
4119 FREMONT AVE N APARTMENT A
SEATTLE, WA 98103-7770

PERKINS BRIAN D
23760 W US HIGHWAY 40
STEAMBOAT SPRINGS, CO 80487-9527

PERKINS KAREN
23760 W US HIGHWAY 40
STEAMBOAT SPRINGS, CO 80487-9527

PIONEER HOLDINGS INC C/O RICHARD S
50 CALHOUN DR
GREENWICH, CT 06831-4438

RAGONE ELLYNN
272 E MORNING GLORY DR
PAGOSA SPRINGS, CO 81147-9333

REAMAN MARK E
PO BOX 1258
CRESTED BUTTE, CO 81224-1258

ROEMER ERIC B
PO BOX 803
CRESTED BUTTE, CO 81224-0803

SCHOONOVER GRETA A
5155 HOPNER CT
COLORADO SPRINGS, CO 80919-7951

SCHOONOVER K JOHN
5155 HOPNER CT
COLORADO SPRINGS, CO 80919-7951

SCHOONOVER ROSLYN A
5155 HOPNER CT
COLORADO SPRINGS, CO 80919-7951

SHAW INVESTMENT COMPANY LLC
1300 BRISTOL ST N STE 290
NEWPORT BEACH, CA 92660-8926

SHAW JOHN AND JANICE LEHMANN SH/
647 COUGAR LOOP NE
ALBUQUERQUE, NM 87122-1807

SMITH ALFRED
PO BOX 1062
CRESTED BUTTE, CO 81224-1062

SMITH CYNTHIA
PO BOX 1842
CRESTED BUTTE, CO 81224-1842

SMITH WYTHINA CARLTON
PO BOX 1062
CRESTED BUTTE, CO 81224-1062

SNOB ASSOCIATES
9 STERLING RD S
ARMONK, NY 10504-2419

SPENCER ROBERT
1444 K ST
SALIDA, CO 81201-2226

SPRINGER JEFF
33 OLD NORTH RD
CARLISLE, MA 01741-1128

SPRINGER MOLLY
33 OLD NORTH RD
CARLISLE, MA 01741-1128

STEINWAND SARAH
PO BOX 1841
CRESTED BUTTE, CO 81224-1841

STRANAHAN LISA D
295 COVINA AVE
LONG BEACH, CA 90803-1838

STRANAHAN PHILLIP B JR
295 COVINA AVE
LONG BEACH, CA 90803-1838

SWANSON JAIME
6811 SIMMS CT
ARVADA, CO 80004-2561

SWANSON NICHOLAS C
6811 SIMMS CT
ARVADA, CO 80004-2561

TAFI TARA CHRISTINE
197 TEOCALLI RD UNIT B
CRESTED BUTTE, CO 81224-9524

TAYLOR JEFFREY M
432 CASCADILLA ST UNIT 2
CRESTED BUTTE, CO 81224-9404

TAYLOR KATHY L
432 CASCADILLA ST UNIT 2
CRESTED BUTTE, CO 81224-9404

TIMOTHY R
33 GILLASPEY AVE
CRESTED BUTTE, CO 81224-9617

TISHUK ARLENE P FAMILY TRUST
2129 RIVERTON RD
BANGOR, PA 18013-5049

TREPP TREPP & TREPP LLC
PO BOX 9856
TULSA, OK 74157-0856

ULTIMATE HOLDINGS LLC
PO BOX 2215
CRESTED BUTTE, CO 81224-2215

WALDMAN ISABEL ANNA
PO BOX 2727
CRESTED BUTTE, CO 81224-2727

WEISE ANN
PO BOX 2253
CRESTED BUTTE, CO 81224-2253

WEISE JACK
PO BOX 2253
CRESTED BUTTE, CO 81224-2253

WIGGINTON GERALD W
311 CEMENT CREEK RD UNIT E
CRESTED BUTTE, CO 81224-9782

WIGGINTON PATRICIA A
311 CEMENT CREEK RD UNIT E
CRESTED BUTTE, CO 81224-9782

WILLIAMSON SUSAN M
33 GILLASPEY AVE
CRESTED BUTTE, CO 81224-9617

WINTER STEPHEN J
PO BOX 2469
CRESTED BUTTE, CO 81224-2469

WOODWARD CHRISTOPHER R
PO BOX 3323
CRESTED BUTTE, CO 81224-3323

WOODWARD HEATHER M
PO BOX 3323
CRESTED BUTTE, CO 81224-3323

WRISLEY IAN G
PO BOX 1716
CRESTED BUTTE, CO 81224

WRISLEY KIMBERLEY A
PO BOX 1716
CRESTED BUTTE, CO 81224

YOAS CHAD
5700 GRANITE PKWY STE 200
PLANO, TX 75024-6623

ZEITER CHRIS
627 S MAGNOLIA ST
ROCKPORT, TX 78382-2527

ZEITER WILLIAM
627 S MAGNOLIA ST
ROCKPORT, TX 78382-2527

Filed for record this 21st day of January A.D. 19 83 at 12:40 o'clock P.M. Joanne N. Reitineer RECORDER
Reception No. 372122 by Jean Pelosi DEPUTY
BOOK 589 PAGE 394

A

RESOLUTION OF THE CRESTED BUTTE SOUTH PROPERTY OWNERS' ASSOCIATION BOARD OF DIRECTORS CONCERNING THE AMENDMENT OF THE COVENANTS AND RESTRICTIONS OF CRESTED BUTTE SOUTH

WHEREAS, the Board of the Crested Butte South Property Owners' Association, Inc., A Colorado Non-Profit corporation, caused to be initiated certain amendments to the Covenants and Restrictions for Crested Butte South, filed for record in Book 420 at page 404 of the records of Gunnison County, Colorado; and,

WHEREAS, the aforementioned amendments to the Covenants and Restictions were subsequently approved by a vote of a majority of the owners of lots affected thereby,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CRESTED BUTTE SOUTH PROPERTY OWNERS, INC., AS FOLLOWS:

1. It is hereby declared that the following amendments to the Covenants and Restrictions of Crested Butte South be, and hereby are, effective immediately upon adoption and filing of this Resolution with the Clerk and Recorder's Office in and for the County of Gunnison, State of Colorado:

Section 5.00, et seq., is amended to read as follows:

5.00 Land Use

5.01 With the exception of those areas designated as Commercial Lots, or set aside for community purposes, all lots shall be known and designated as residential lots; and no structure shall be permitted or placed, or altered or erected on any such lot in violation of the requirements hereof. No single or multi-family structure may be erected or placed upon a residential lot which exceeds thirty (30) feet in height measured from the average grade surrounding the structure to its highest point. Nothing herein contained shall prevent the placement of a child's playhouse of reasonable size and location, and neat appearance.

Section 8.00, et seq., is amended to read as follows:

8.00 Animals

8.01 No animals, livestock or poultry of any kind shall be kept or bred on any lot in Crested Butte South; except that a reasonable number of family dogs, cats, birds, fish and horses may be kept provided that they are not kept or bred for any commercial purpose, nor allowed to annoy others.

SCANNED

Section 10.00, et seq., is amended to read as follows:

10.00 Minimum Size

10.01 No residential structure which has an area of less than ~~1,200~~ square feet, exclusive of porches, garages and basements, if a single family residence; or less than 800 square feet per side, not including porches, garage and basements, if a duplex, shall be erected or placed upon any lot or cluster. There is no minimum square footage for a unit in a multi-family structure; provided, however, that the size of units in a multi-family structure must receive specific approval from the Architectural Review Board.

BOOK 589 PAGE 335

Section 11.00, et seq., is amended to read as follows:

11.00 No Construction in Absence of Water and Sewer

11.01 No structure shall be built upon any lot until the road, water and sewer adjacent to the lot involved shall be installed and functional, nor shall any individual water supply or sewage disposal system be permitted on any lot. All residential and commercial structures shall be connected to the water and sewer system provided, unless an exemption from these provisions is obtained from the Architectural Review Board, the Crested Butte South Metropolitan District, and the Gunnison County Sanitarian.

Section 13.00, et seq., is amended to read as follows:

13.00 Parking and Snow Storage

13.01 No vehicle or objects of any nature shall be parked upon the streets within Crested Butte South while there shall be snow upon the ground adjacent to such street. The owner of each lot shall provide adequate off-street parking equal to at least two (2) spaces per single family residence and one (1) space per bedroom for multi-family structures.

13.02 Every lot owner shall be required to provide adequate space upon his property to store snow deposited from driveways and parking areas.

2. That the signatures of the voting owners are contained upon individual petitions and that such petitions shall be put into safekeeping in the permanent records of the Crested Butte South Property Owners' Association.

3. That this Resolution shall be filed with the Office of the Gunnison County Clerk and Recorder forthwith, and shall immediately become effective upon such filing.

RESOLVED this 18 day of Jan., 1983.

CRESTED BUTTE SOUTH PROPERTY OWNERS ASSOCIATION, INC. CORPORATE SEAL 1979 COLORADO

BOOK 589 PAGE 306

THE CRESTED BUTTE SOUTH PROPERTY OWNERS' ASSOCIATION, INC., BOARD OF DIRECTORS

John M. Diethich

William Kastning

Susan Anderton

Muriah Peterson

Paul Puckett

BOOK 661 PAGE 284

Filed for record the 8th day of December, A.D. 19 88, at 11:50 A.M. Joanne N. Reitinger Recorder
Gunnison, CO
Reception No. 411412 By Ruth Howard Deputy

B

RESOLUTION OF THE BOARD OF DIRECTORS
CRESTED BUTTE SOUTH PROPERTY OWNERS ASSOCIATION, INC.

CONCERNING THE INSTALLATION AND USE OF SATELLITE RECEIVING DISHES WITHIN CRESTED BUTTE SOUTH

WHEREAS, the Board of Directors acts as the Crested Butte South Improvement Committee pursuant to Section 1.01-4 of the Covenants and Restrictions of Crested Butte South (hereafter "Covenants"), and

WHEREAS, the Board of Directors may adopt reasonable rules and regulations regarding the use of property within Crested Butte South pursuant to Section 2.02-3 of the Covenants, and

WHEREAS, the Board of Directors has the power to review and approve the plans for structures within Crested Butte South pursuant to Sections 2.02-4, 2.02-5, and 4.01 of the Covenants, and

WHEREAS, the Board of Directors may deny approval to structures which are contrary to the welfare and benefit of the landowners (Covenants, Section 2.02-5), and which are unsightly and not in harmony with the exterior design of adjacent structures (Covenants, Sections 18.01 and 4.02), and

WHEREAS, the Land Use Resolution for Crested Butte South (hereafter "Resolution") provides that Satellite Receiving Dishes are "structures" (Resolution, Section 1.4-65), and that structures should not call undue attention to themselves (Resolution 8.4-2), and

WHEREAS, Satellite Receiving Dishes should be allowed within Crested Butte South, provided that their size, location, and visibility are acceptable under the standards and procedures set forth in the Covenants and Resolution, and

WHEREAS, the Board of Directors desires to establish reasonable rules and regulations governing the installation, location, and visibility of satellite receiving dishes within Crested Butte South for the purpose of allowing satellite dish installations such as will not cause visual distractions or other detriments to the subdivision.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CRESTED BUTTE SOUTH PROPERTY OWNERS ASSOCIATION, INC. AS FOLLOWS:

1. Definition. Satellite Receiving Dish shall mean an antenna or dish or other shape designed to receive communication or other signals from satellites.

2. Review and Approval. No Satellite Receiving Dish shall be installed, erected, or maintained within Crested Butte South unless and until the Board of Directors of the Crested Butte South Property Owner's Association, Inc. (hereinafter "Board") shall review and approve same.

3. Standards for Review and Approval. The Board shall approve the installation, erection, or maintenance of a Satellite Receiving Dish if all of the following conditions are met to its satisfaction:

a) said dish is not located within any applicable lot setback for structures, and

b) said dish is not located upon the rooftop or other top of any structure, and

c) said dish does not exceed 16 feet in diameter, or 16 feet across its widest dimension, and

d) said dish has its visibility reduced by whatever geographical features, structures, fences, vegetation, coloring, or other special condition the Board deems appropriate in order to limit the visual impact of such dish.

4. Existing Dishes. Any Satellite Receiving Dish installed prior to the effective date of these rules and regulations shall comply with conditions above, within one year of the effective date of these rules and regulations.

5. Enforcement. These rules and regulations shall be enforceable in the same fashion as provided in Section 25.01 of the Covenants and Restrictions of Crested Butte South as recorded in Book 420 at Page 404 of the records of Gunnison County. Upon adoption hereof by the Board, the Board shall cause this Resolution and the Rules and Regulations to be recorded in the recoreds of Gunnison County.

Adopted by the Board of Directors of the Crested Butte South Property Owners Association at its regular meeting this 7 day of March, 1988.

President

Secretary

BOOK 677 PAGE 578

Filed for record the 27th day of April A.D. 19 90 at 11:55 o'clock A.M. Joanne M. Reitinger Recorder
Gunnison, CO
Reception No. 419863 By Jane Lilore Deputy

C

RESOLUTION OF THE BOARD OF DIRECTORS
CRESTED BUTTE SOUTH PROPERTY OWNERS ASSOCIATION, INC.

CONCERNING THE INSTALLATION AND USE OF
SOLID FUEL BURNING DEVICES
WITHIN CRESTED BUTTE SOUTH

WHEREAS, the Board of Directors acts as the Crested Butte South Improvement Committee pursuant to Section 1.01-4 of the Covenants and Restrictions of Crested Butte South (hereafter "Covenants"), and

WHEREAS, the Board of Directors may adopt reasonable rules and regulations regarding the use of property within Crested Butte South pursuant to Section 2.02-3 of the Covenants, and

WHEREAS, the Board of Directors has the power to review and approve the plans for structures within Crested Butte South pursuant to Sections 2.02-4, 2.02-5, and 4.01 of the Covenants, and

WHEREAS, the Board of Directors may deny approval to structures which are contrary to the welfare and benefit of the landowners (Covenants, Section 2.02-5), and

WHEREAS, the Board of Directors has the duty to enforce the restrictions, covenants, easements, conditions, and charges contained within the Covenants for the Crested Butte South Subdivision pursuant to Section 2.02-12 of said Covenants, and

WHEREAS, the Board of Directors has the power to do such other things as will tend toward the welfare and benefit of the Subdivision and the landowners therein pursuant to Section 2.02-11 of the Covenants, and

WHEREAS, the Board of Directors has the power to employ agents to carry out its duties pursuant to Section 2.02-3 of the Covenants, and

WHEREAS, the prevention of smoke and air pollution within the Subdivision benefits the health and well being of the residents of Crested Butte South, and

WHEREAS, the prevention of smoke and air pollution within the Subdivision enhances the value of property and promotes the preservation of clean air consistent with the values of a rural, mountain community, and

WHEREAS, the Board of Directors desires to establish reasonable rules and regulations governing the installation of solid fuel burning devices within Crested Butte South.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CRESTED BUTTE SOUTH PROPERTY OWNERS ASSOCIATION, INC. AS FOLLOWS:

1. Definitions.

A) " Solid Fuel Burning Device" shall mean any stove, fire box, or other mechanical device designed and/or used for the purpose of generating heat or fire by the burning of wood, coal, pulp, paper or other non-liquid or non-gaseous fuel. "Solid Fuel Burning Device" shall include fireplaces and other open burning fixtures.

B) "Approved Solid Fuel Burning Device" shall mean a solid fuel burning device which is apporved by the Town of Crested Butte, Colorado pursuant to Article 6-5 of the Crested Butte Municipal Code, from time to time.

2. Prohibition on the Installation of Solid Fuel Burning Devices.

A) No solid fuel burning device shall be installed within any structure or building, or upon property within the Crested Butte South Subdivision unless such device is an approved solid fuel burning device.

B) Notwithstanding the provisions of Section 2, A), above, no approved solid fuel burning device may be installed within any new building or structure within the Crested Butte South subdivision unless the plans for and construction of said building or structure provide a total building envelope "R" insulation value of "R-22" or greater. The means of computing the "R" insulation value of any building shall be the same as those employed by the Town of Crested Butte, Colorado Building Department from time to time.

3. Enforcement. The Board of Directors may appoint or employ such agent or agents as it deems necessary to enforce these rules and regulations. Any plans submitted to the Board for review and approval of a structure shall be reviewed for compliance with these rules and regulations, and any plan submission

fees charged by the Association may include the actual additional costs incurred for any review necessary to comply with these rules and regulations. The Association shall keep and maintain a list of approval solid fuel burning devices for the convenience of property owners wishing to install such a device. Any

property owner and/or member of the Association who violates these rules and regulations may be fined a sum not to exceed Fifty Dollars ($50.00) for such violation. Each separate day that a violation exists shall be deemed a separate violation. The Association may invoke such other remedies for a violation of these rules and regulations as are provided in the Covenants of the Subdivision and Bylaws of the Association, including but not limited to injunction, abatement, and recovery of costs of enforcement, including reasonable attorney's fees. Upon adoption hereof by the Board of Directors, the Board shall cause this Resolution to be recorded in the real property records of Gunnison County.

Adopted by the Board of Directors of the Crested Butte South Property Owners Association at its regular meeting this 11th day of April, 1990.

Paula Dietrich
President

Cynthia R Compton
Secretary

BOOK 0 PAGE 301

Filed for record this 27th day of April A.D. 19 90 at 11:55 o'clock A.M. Joanne M. Reitinger Recorder
Gunnison, CO
Reception No. 419864
By Jane Lilas Deputy

D

RESOLUTION OF THE BOARD OF DIRECTORS
CRESTED BUTTE SOUTH PROPERTY OWNERS ASSOCIATION, INC.

CONCERNING THE PROHIBITION, IMPOUNDMENT AND FINES
FOR ALLOWING DOGS TO RUN AT LARGE
WITHIN CRESTED BUTTE SOUTH

WHEREAS, the Board of Directors acts as the Crested Butte South Improvement Committee pursuant to Section 1.01-4 of the Covenants and Restrictions of Crested Butte South (hereafter "Covenants"), and

WHEREAS, the Board of Directors may adopt reasonable rules and regulations regarding the use of property within Crested Butte South pursuant to Section 2.02-3 of the Covenants, and

WHEREAS, the Board of Directors has the duty to enforce the restrictions, covenants, easements, conditions, and charges contained within the Covenants for the Crested Butte South Subdivision pursuant to Section 2.02-12 of said Covenants, and

WHEREAS, the Board of Directors has the power to do such other things as will tend toward the welfare and benefit of the Subdivision and the landowners therein pursuant to Section 2.02-11 of the Covenants, and

WHEREAS, the Board of Directors has the power to employ agents to carry out its duties pursuant to Section 2.02-3 of the Covenants, and

WHEREAS, Article VII, Section 5 of the Bylaws of the Crested Butte South Property Owner's Association, Inc. allows the Board of Directors to set penalties, including fines, for the violation of corporate rules, regulations, and policies, and

WHEREAS, Section 8.01 of the Covenants allows the keeping of dogs within the Subdivision so long as they are not allowed to annoy others, and

WHEREAS, the Board of Directors finds that dogs running at large off of the property of their owners within the Subdivision results in an annoyance to others, and

WHEREAS, the Board of Directors desires to establish reasonable rules and regulations governing the prohibition, impoundment, and fines for property owners, corporate members and their tenants, assigns and guests whose dogs are found running at large within the Subdivision.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CRESTED BUTTE SOUTH PROPERTY OWNERS ASSOCIATION, INC. AS FOLLOWS:

1. Definition. "Dog Running At Large" shall mean any dog off of the property which the owner of the dog owns, legally occupies, or visits without control by a leash or other restraining device.

2. Prohibition of Dogs Running at Large. No owner of property, or no person occupying or visiting property within the Crested Butte South Subdivision shall permit, allow or be the cause of any dog running at large within the Crested Butte South Subdivision.

3. Enforcement. These rules and regulations regarding dogs running at large shall be enforced by the Board of Directors as follows:

a) The Board of Directors may appoint or employ one or more agents to serve as a dog catcher for the Subdivision.

b) Any dog running at large within the Subdivision may be taken into custody by the dog catcher for the Subdivision. Upon being taken into custody, said dog may be transported to a proper dog impoundment facility, or returned to its owner.

c) If the dog is taken to an impoundment facility, the dog catcher shall use his or her best efforts to actually notify the owner of the dog of such impoundment. The owner of the dog shall be responsible to retrieve the dog and pay any impoundment fee charged by the impoundment facility, together with the actual expenses incurred by the Association for the catching and transportation of the dog.

d) The owner of any dog running at large may be fined the sum of Twenty-Five Dollars ($25.00) for such dog running at large, for any first violation of these rules. The owner of any dog running at large may be fined the sum of Fifty Dollars ($50.00) for such dog running at large, for the second or subsequent violation of these rules.

Upon adoption hereof by the Board of Directors, the Board shall cause this Resolution to be recorded in the real property records of Gunnison County.

Adopted by the Board of Directors of the Crested Butte South Property Owners Association at its regular meeting this 11th day of April, 1990.

Paula Dietrich
President

Cynthia R Compton
Secretary

Filed for record the 20th day of November 90 12:05 P.M. BOOK 684 PAGE 901
Gunnison, CO
Reception No. 423917 Joanna M. Hidinger, RECORDER

E

RESOLUTION OF THE BOARD OF DIRECTORS
CRESTED BUTTE SOUTH PROPERTY OWNERS ASSOCIATION, INC.

CONCERNING THE DISPOSITION OF IMPOUNDED DOGS

WHEREAS, the Board of Directors has adopted a Resolution concerning dogs running at large within the subdivision, and

WHEREAS, said Resolution set forth the need and powers of the Board to so act, and

WHEREAS, Section 3 (c) of said Resolution provides that dogs running at large may be impounded and provides procedures relating to said impoundment, and

WHEREAS, an impoundment facility may destroy dogs impounded if not claimed within a set period of time,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CRESTED BUTTE SOUTH PROPERTY OWNERS ASSOCIATION, INC. AS FOLLOWS:

1. DISPOSITION OF IMPOUNDED DOGS. Any dog impounded by the dog catcher for the Crested Butte South Subdivision will be subject to destruction or other disposition pursuant to the rules of any impoundment facility used by the Association to impound a dog running at large.

Upon adoption hereof by the Board of Directors, the Board shall cause a copy of this Resolution to be posted in at least three conspicuous places within the Subdivision and to be recorded in the real property records of Gunnison County.

Adopted at a regular meeting this 14th day of November, 1990.

Paula Dietrich
President

Cynthia R. Crompton
Secretary

F

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, STATE OF COLORADO

RESOLUTION DESIGNATING CRESTED BUTTE SOUTH
AS A DESIGNATED DOG CONTROL AREA

Resolution No. 1992-20

WHEREAS, pursuant to Section 30-15-101, C.R.S. 1973, as amended, on February 18, 1992 the Board of County Commissioners adopted Resolution No. 1992-10 providing for the control and licensing of dogs within specifically described designated dog control areas of Gunnison County; and

WHEREAS, Crested Butte South Property Owners Association, Inc., the homeowners association for Crested Butte South, Filings 1, 2, 3 and 4, Gunnison County, Colorado ("Crested Butte South") has requested that the Board of County Commissioners designate Crested Butte South and that part of County Road #740 contiguous to Crested Butte South a designated dog control area; and

WHEREAS, the Board of County Commissioners has caused to be publicized a hearing to consider the question of whether to designate Crested Butte South and that part of County Road #740 contiguous to Crested Butte South as a designated dog control area, and has requested comments from the residents of Crested Butte South; and

WHEREAS, on February 4, 1992, the Board of County Commissioners conducted a hearing to consider the written comments of residents of Crested Butte South as well as verbal testimony presented at this hearing; and

WHEREAS, after considering all of the written comments and testimony presented, the Board of County Commissioners finds that it is in the best interests of the public health, safety and welfare of the residents of Gunnison County that Crested Butte South and that part of County Road #740 contiguous to Crested Butte South be designated as a designated dog control area;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County that Crested Butte South, Filings 1, 2, 3 and 4 and that part of County Road #740 contiguous to Crested Butte South, Gunnison County, Colorado are hereby designated as a designated dog control area under Resolution No. 1992-10 and that all of the terms and provisions of such Resolution No. 1992-10 shall apply to Crested Butte South, Filings 1, 2, 3 and 4 and that part of County Road #740 contiguous to Crested Butte South effective thirty days after adoption of this Resolution.

(04/08/92)\c\cbso-res.dog

SEVERABILITY. If any provision of this Resolution or the application thereof to any party or circumstance shall to any extent be invalid or unenforceable, the remainder of the Resolution, or the application of such provision to parties or circumstance other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Resolution shall be valid and be enforced to the fullest extent permitted by law.

INTRODUCED by Commissioner Petri, seconded by Commissioner Santarelli, and adopted this 7th day of April, 1992.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By: _____
Chairman

ATTEST:

_____
Clerk

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 92-10

A RESOLUTION CONCERNING CONTROL AND LICENSING OF DOGS

WHEREAS, Section 30-15-101, *et seq.*, C.R.S. 1973 as amended, authorizes the Board of County Commissioners to adopt a resolution providing for control and licensing of dogs in the unincorporated area of Gunnison County and to establish such other reasonable regulations and restrictions as may be deemed necessary;

WHEREAS, the Board of County Commissioners finds that within certain portions of unincorporated Gunnison County, there is a real and present danger to the public health, safety and welfare of citizens of Gunnison County caused by dogs running at large and rabies;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County that this Resolution, including the rules and regulations set forth herein shall be in full force and effect thirty (30) days following the date of the adoption of the Resolution and, except as provided hereinafter, shall thereafter govern the control and licensing of dogs located in the unincorporated areas of Gunnison County.

1. Applicability. This Resolution shall be applicable to all dogs found to be in any designated dog control area of Gunnison County and to all persons who shall own or keep a dog within any designated control area of Gunnison County, effective thirty days after adoption of this Resolution.

2. Definitions. Except as otherwise specifically indicated herein, the following definitions shall apply for purposes of this Resolution:

a. "Board" shall mean the Board of County Commissioners of the County of Gunnison, Colorado.

b. "Bodily Injury" shall mean physical pain, illness or any impairment of physical condition.

c. "Control" shall mean either (1) firm physical attachment to a secured restraint, such as a leash or similar tether not longer than ten (10) feet in length

or confinement in a pen, cage, fence or motor vehicle; or (2) verbal or other commands providing conditioned and immediate restraint to keep the dog from running at large.

d. "Designated Agent" shall mean any person authorized by the Board with responsibility to enforce this Resolution.

e. "Designated Dog Control Area" shall mean any area of the unincorporated part of Gunnison County designated by Resolution of the Board of County Commissioners as an area in which control and licensing of dogs pursuant to this Resolution shall be required.

f. "Dog" shall refer to any animal of the canine species, regardless of sex.

g. "Keeper" shall mean any person, or the agent or servant of such person, who keeps or harbors a dog for less than thirty (30) days.

h. "Owner" shall mean any person or the agent or servant of such person, who keeps or harbors a dog for thirty (30) days or more.

i. "Peace Officer" shall mean any sheriff, sheriff's deputy or other law enforcement officer whose jurisdiction includes any unincorporated area of Gunnison County.

j. "Running at Large" shall mean a dog in a designated dog control area as defined in Section 2e of this Resolution which is off of or away from the premises of its owner or keeper and not under control as more specifically set forth in Section 2c of this Resolution. A dog that is not under such control but is on private property with the prior permission of the owner of the property shall not be considered to be running at large.

3. <u>License Required</u>.

a. Every person who owns a dog more than four (4) months old within a designated control area in Gunnison County, except those who operate a pet shop, boarding kennel or veterinary business, shall obtain a Gunnison County license and rabies inoculation tag for each such dog annually. The rabies tag shall be firmly affixed to the collar or harness of the dog.

b. (i) No license and tag shall be issued until the owner of a dog shall exhibit to the Board or its designated agent a valid anti-rabies vaccination certificate indicating the dog has been vaccinated against rabies by a licensed veterinarian within the twelve (12) months preceding the date of application for dogs under three (3) years of age or within the twenty-four (24) months preceding the date of application for dogs three (3) years of age or older.

(ii) A valid anti-rabies vaccination certificate must contain at least the following information: (a) the name, address and telephone numbers (home and business) of the owner of the vaccinated dog; (b) the name and address of the veterinarian administering the vaccination; (c) the breed, age, color, name, sex and status as to spayed or neutered of the vaccinated animal; (d) date of vaccination and expiration thereof; (e) type of vaccine used, lot number and manufacturer; (f) the rabies vaccination tag number.

c. At any time a dog becomes four (4) months of age or, being at least four (4) months of age, is moved into a designated dog control area of Gunnison County, its owner shall obtain a license within the succeeding thirty (30) days.

d. Within thirty (30) days after a person moves a dog into a designated dog control area of Gunnison County, he shall have it inoculated with anti-rabies vaccine unless he can demonstrate that the dog was inoculated in accordance with paragraph 3b of this Resolution.

4. Application for License. An application for a license shall require the following:

a. A valid anti-rabies vaccination certificate as prescribed in paragraph 3, above;

b. Age of the dog;

c. Sex of the dog;

d. Whether the dog has been spayed or neutered;

e. Description of the dog including breed and color;

f. Name of the dog;

g. Identification number of the dog (if the dog is a guide dog for the physically handicapped);

h. Name, address and phone number of the dog's owner.

5. License Fees.

a. Upon filing with and acceptance by the Board or its designated agent of an application for a dog license, the applicant shall pay an annual fee of fifteen dollars ($15.00) for each non-spayed female or non-neutered male dog, and five dollars ($5.00) for each spayed female or neutered male dog, except that no license fee shall be charged for guide dogs used by the blind, the partially blind, the deaf or the partially deaf. Licenses for spayed female and neutered male dogs shall be issued only upon presentation of a certificate signed by a licensed veterinarian stating that the dog has been spayed or neutered.

b. License fees shall not be prorated.

c. Upon payment by the applicant of the requisite fee, the designated agent shall issue a receipt bearing the owner's name, address and phone number and the dog's license number, together with a metallic tag bearing the year of issue, County identification, and the license number corresponding to that shown on the receipt. Each owner or keeper shall be responsible for ensuring that the tag shall be worn by the dog at all times.

6. Expiration, Transfer of License.

a. All dog licenses, whether issued for a full year or less, shall expire on December 31 of each year. If the applicable fee for a new license is not paid before March 1, a penalty of five dollars ($5.00) shall be added thereto.

b. No dog license may be transferred from one owner to another or from one dog to another dog.

7. Duplicate License. In the event the license tag is lost, a duplicate shall be provided by the designated agent of the Board to the owner or keeper upon payment of one dollar ($1.00).

8. Dog Running At Large. It shall be unlawful for any owner or keeper of a dog to fail to prevent the dog from running at large within any designated dog control area in Gunnison County except that for purposes of this paragraph, dogs actually working livestock, locating or retrieving wild game in season for a licensed hunter, or assisting peace officers shall not be deemed out of control or running at large.

9. Seizure and Impoundment.

a. It shall be the duty of any peace officer or designated agent of the County, as defined herein, to apprehend any dog found running at large, any dog in a designated dog control area required to be vaccinated against rabies which is not vaccinated and/or is not wearing a current rabies inoculation tag, or any dog being owned or kept contrary to the provisions of this Resolution.

b. When any dog has been apprehended as provided for herein, the designated agent, as defined herein, may take any appropriate action, including but not limited to: returning the dog to its owner, impounding the dog, and/or issuing a Summons and Complaint. If the dog is impounded, the designated agent shall make a reasonable effort to give notice of such impoundment to the owner or keeper if known.

10. Impoundment Facility. A facility maintained by the Board, a licensed veterinarian, a municipality, a licensed boarding kennel or a designated agent shall serve as an impoundment facility for the purposes of this Resolution.

11. Redemption of Impounded Dog.

a. Any impounded dog may be redeemed by its owner or keeper upon payment of an impounding fee of twenty-five dollars ($25.00), plus an additional fee which shall be equal to the actual costs incurred as a result of the impoundment and boarding.

b. Payment of impounding or boarding fees shall not be construed as payment of such fines as may be applicable for violation of the provisions of this Resolution, nor shall such payment be considered as being in lieu of license fees.

c. No impounded dog which is required to be licensed or inoculated under the provisions of this Resolution may be redeemed until such licensing and inoculation is accomplished or ensured.

12. Sale or Other Disposal of Unredeemed Dogs. The owner or keeper of an impounded dog shall be responsible for paying all impounding and boarding fees and redeeming such dog within five (5) days of impounding. Any owner or keeper of an impounded dog who does not claim or redeem the dog within (5) days of impounding shall forfeit all right, title and interest to such impounded dog. Any impounded dog which is not claimed or redeemed during the five (5) day impounding period may be put up for adoption or humanely destroyed and buried or cremated, except that no dog, whose owner or keeper can reasonably be located from a license tag or other identification worn by the dog, shall be destroyed until a reasonable effort has been made to notify its owner or keeper.

13. Unlawful Taking or Release.

a. It shall be unlawful for any person to take any dog from an enclosed lot, premises or building and deliver the dog to the impounding facility unless authorized to do so by the owner or keeper of the dog or as otherwise authorized by this Resolution.

b. It shall be unlawful for any person to open or cause to be opened any closed lot, premises or building for the purpose of allowing a dog to run at large.

14. Violations, Penalties.

a. Any violation of any provision of this Resolution which does not result in bodily injury to any person shall be a Class 2 petty offense and, notwithstanding the provisions of Section 18-1-107, C.R.S. 1973, punishable, upon conviction, by a fine of not more than three hundred dollars, or by imprisonment in the County jail for not more than ninety days, or by both fine and imprisonment for each separate offense.

b. Any violation of any provision of this Resolution which results in bodily injury to any person by a dog shall be a Class 2 misdemeanor, and any violator shall be punished as provided in Section 18-1-106, C.R.S. for each separate offense.

c. Nothing herein shall be construed to prevent impoundment of any dog under paragraph 10.

15. Barking Dogs. It shall be unlawful for any person owning or keeping a dog in a designated dog control to permit such dog to disturb the peace of any other person by repeated barking, howling, yelping or other noise which can be heard beyond the boundary of the property of such owner or keeper for more than ten (10) minutes at any time of the day or night whether the dog is on or off the premises of the owner or keeper.

16. Enforcement. The provisions of this Resolution may be enforced by a peace officer as hereinabove defined or by a designated agent as hereinbefore defined.

17. Disposition of Fines and Forfeitures. All fines and forfeitures for violation of any provision of this Resolution shall be paid over to the County Treasurer immediately upon their receipt.

18. Liability for Accident or Subsequent Disease from Impoundment. Neither the Board of County Commissioners, its employees or agents, or persons authorized herein to administer or enforce the provisions of this Resolution shall be held responsible for any accident, harm or subsequent disease which may be suffered by a dog in connection with the administration or enforcement of this Resolution.

19. Contracts for Services. The Board of County Commissioners may enter into such arrangements and contracts as are appropriate, necessary and permitted by law to provide for personnel, equipment and services required by this Resolution.

20. Captions. The captions and paragraph headings used throughout this Resolution are for the convenience of reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision to or the scope or intent of this Resolution.

21. Severability. If any provision of this Resolution or the application thereof to any party or circumstance shall to any extent be invalid or unenforceable, the remainder of the Resolution, or the application of such provision to parties or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Resolution shall be valid and be enforced to the fullest extent permitted by law.

INTRODUCED by Commissioner Petri, seconded by Commissioner Santarelli and adopted this 18th day of February, 1992.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Chairman

Attest:

_____
Clerk

H

RESOLUTION CONCERNING BUILDING DEPOSITS

THE BOARD OF DIRECTORS

OF

CRESTED BUTTE SOUTH PROPERTY OWNERS ASSOCIATION, INC.

WHEREAS, the Crested Butte South Property Owners Association, Inc., a Colorado non-profit corporation, hereinafter referred to as "Association", is charged with administering and enforcing the Covenants and Restrictions of Crested Butte South recorded August 26, 1970 in Book 420 at Page 404 of the Gunnison County records, hereinafter referred to as the "Covenants and Restrictions"; and

WHEREAS, the Covenants and Restrictions vest the Association with authority to review plans and specifications for buildings and to adopt such reasonable rules and regulations and provide such means as will enable the Association to adequately and properly carry out its duties;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CRESTED BUTTE SOUTH PROPERTY OWNERS ASSOCIATION, INC.:

1. Building Deposit. Association shall not issue an approval of any plans or specifications for new construction or for altering an existing building without having received a building deposit in accordance with the provisions of this Resolution.

A. The building deposit for new construction shall be $1,000.00 or $.50 per square foot, whichever is greater;

B. The building deposit for altering an existing building by changing the gross cubical content (volume) of such building shall be $250.00 or $.50 per square foot, whichever is greater;

2. Use of Deposit. The building deposit shall be placed in an escrow account maintained by the Association separate and apart from the Association's operating funds. No interest shall be paid on the building deposit. The building deposit shall be refunded by the Association when the construction or alteration, including landscaping, has been completed in strict compliance with all plans, specifications and representations and the site has been cleared of all construction materials, debris, equipment and other unsightly objects.

APPROVED THIS 13th DAY OF May, 1992.

CRESTED BUTTE SOUTH PROPERTY
OWNERS ASSOCIATION, INC.

BY: Cynthia C. Huckins
Cynthia C. Huckins, President

Attest:

William J. Mog
William J. Mog, Secretary

H

RESOLUTION CONCERNING BUILDING DEPOSITS

THE BOARD OF DIRECTORS

OF

CRESTED BUTTE SOUTH PROPERTY OWNERS ASSOCIATION, INC.

WHEREAS, the Crested Butte South Property Owners Association, Inc., a Colorado non-profit corporation, hereinafter referred to as "Association", is charged with administering and enforcing the Covenants and Restrictions of Crested Butte South recorded August 26, 1970 in Book 420 at Page 404 of the Gunnison County records, hereinafter referred to as the "Covenants and Restrictions"; and

WHEREAS, the Covenants and Restrictions vest the Association with authority to review plans and specifications for buildings and to adopt such reasonable rules and regulations and provide such means as will enable the Association to adequately and properly carry out its duties;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CRESTED BUTTE SOUTH PROPERTY OWNERS ASSOCIATION, INC.:

1. Building Deposit. Association shall not issue an approval of any plans or specifications for new construction or for altering an existing building without having received a building deposit in accordance with the provisions of this Resolution.

A. The building deposit for new construction shall be $1,000.00 or $.50 per square foot, whichever is greater;

B. The building deposit for altering an existing building by changing the gross cubical content (volume) of such building shall be $250.00 or $.50 per square foot, whichever is greater;

2. Use of Deposit. The building deposit shall be placed in an escrow account maintained by the Association separate and apart from the Association's operating funds. No interest shall be paid on the building deposit. The building deposit shall be refunded by the Association when the construction or alteration, including landscaping, has been completed in strict compliance with all plans, specifications and representations and the site has been cleared of all construction materials, debris, equipment and other unsightly objects.

APPROVED THIS 13th DAY OF May, 1992.

CRESTED BUTTE SOUTH PROPERTY
OWNERS ASSOCIATION, INC.

By: Cynthia C. Huckins
Cynthia C. Huckins, President

Attest:

William J. Hog
William J. Hog, Secretary

AMENDING THE RESOLTION CONCERNING BUILDING DEPOSITS
THE BOARD OF DIRECTORS
OF
CRESTED BUTTE SOUTH PROPERTY OWNER'S ASSOCIATION, INC.

WHEREAS, the Crested Butte South Property Owners Association, Inc., a Colorado non-profit corporation, hereinafter referred to as "Association", is charged with administering and enforcing the Covenants and Restrictions of Crested Butte South recorded August 26, 1970 in Book 420 at Page 404 of the Gunnison County records, hereinafter referred to as the "Covenants and Restrictions"; and

WHEREAS, the Covenants and Restrictions vest the Association with authority to review plans and specifications for buildings and to adopt such reasonable rules and regulations and provide such means as will enable the Association to adequately and properly carry out its duties;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CRESTED BUTTE SOUTH PROPERTY OWNERS ASSOCIATION, INC. :

1 **Building Deposit**. Association shall not issue an approval of any plans or specifications for new construction or for altering an existing building without having received a building deposit in accordance with the provisions of this Resolution.

A The building deposit for new construction shall be $2,000.00 or $1.00 per square foot, whichever is greater, and may be changed from time to time, as the board may reasonably establish;

B. The building deposit for altering an existing building by changing the gross cubical content (volume) of such building shall be $1,000.00 or $1.00 per square foot, whichever is greater, and may be changed from time to time as the board may reasonably establish;

2 **Use of Deposit**. The building deposit shall be placed in an escrow account maintained by the Association separate and apart from the Association's operating funds. No interest shall be paid on the building deposit. The building deposit shall be refunded by the Association when the construction or alteration, including landscaping, has been completed in strict compliance with all plans, specifications and representations and the site has been cleared of all construction materials, debris, equipment and other unsightly objects.

APPROVED THIS 8 **DAY OF** Oct, 2000

CRESTED BUTTE SOUTH PRPERTY OWNER'S ASSOCIATION, INC.

By: _____
Kieth Henning, President

Attest: _____
Anthony Veit, Secretary/Treasurer

J

RESOLUTION CONCERNING TANKS

BOARD OF DIRECTORS OF THE

CRESTED BUTTE SOUTH PROPERTY OWNERS ASSOCIATION, INC.

December 9, 1992

WHEREAS, the Crested Butte South Covenants and Restrictions ("Covenants") vest the Crested Butte South Property Owners Association, Inc. ("Association") with architectural review authority for buildings, structures, walls, fences or additions or exterior alterations to any building, structure, wall or fence; and

WHEREAS, the Covenants authorize the Association to adopt reasonable rules and regulations; and

WHEREAS, the Covenants vest the Association with the power and duty to do such other things as will tend toward the welfare and benefit of Crested Butte South and the landowners therein; and

WHEREAS, above ground tanks diminish the aesthetics within Crested Butte South;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Crested Butte South Property Owners Association, Inc. that all tanks, including replacement tanks, installed in Crested Butte South after February 1, 1993 shall be installed underground and below grade. In the event of litigation to enforce or interpret the provisions of this Resolution, the Crested Butte South Property Owners Association, Inc. shall be entitled to recover all of its costs and expenses, including reasonable attorneys' fees incurred.

READ, INTRODUCED AND APPROVED THIS 9TH DAY OF DECEMBER, 1992.

CRESTED BUTTE SOUTH PROPERTY OWNERS ASSOCIATION, INC., a Colorado non-profit corporation

By: Sue Ellen Schappert
Sue Ellen Schappert, President

Attest:
M. Catherine Benson
M. Catherine Benson, Secretary

(12/04/92)\c\cbso-pt.res

K

RESOLUTION CONCERNING DOGS

BOARD OF DIRECTORS OF THE

CRESTED BUTTE SOUTH PROPERTY OWNERS ASSOCIATION, INC.

December 9, 1992

WHEREAS, the Crested Butte South Covenants and Restrictions ("Covenants") provide that "a reasonable number of family dogs...may be kept provided they are not kept or bred for any commercial purpose, nor allowed to annoy others"; and

WHEREAS, there has been an unreasonable proliferation of dogs within Crested Butte South;

WHEREAS, the Covenants authorize the Crested Butte South Property Owners Association, Inc. to adopt reasonable rules and regulations;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Crested Butte South Property Owners Association, Inc. that no more than three (3) dogs per lot or one (1) dog per residential unit, whichever is greater, shall be kept, harbored, or maintained within Crested Butte South. In the event of litigation to enforce or interpret the provisions of this Resolution, the Crested Butte South Property Owners Association, Inc. shall be entitled to recover all of its costs and expenses, including reasonable attorneys' fees incurred.

READ, INTRODUCED AND APPROVED THIS 9TH DAY OF DECEMBER, 1992.

CRESTED BUTTE SOUTH PROPERTY
OWNERS ASSOCIATION, INC., a
Colorado non-profit corporation

By: Sue Ellen Schappert
Sue Ellen Schappert, President

Attest:

M. Catherine Benson
M. Catherine Benson, Secretary

L

RESOLUTION CONCERNING WELLS AND INDIVIDUAL SEWAGE DISPOSAL SYSTEMS

BOARD OF DIRECTORS

CRESTED BUTTE SOUTH PROPERTY OWNERS ASSOCIATION, INC.

WHEREAS, Paragraph 11.01 of the Covenants and Restrictions of Crested Butte South, as amended, provides as follows:

> No structure shall be built upon any lot until the road, water and sewer adjacent to the lot involved shall be installed and functional, nor shall any individual water supply or sewage disposal system be permitted on any lot. All residential and commercial structures shall be connected to the water and sewer system provided, unless an exemption from these provisions is obtained from the Architectural Review Board, the Crested Butte South Metropolitan District, and the Gunnison County Sanitarian.

WHEREAS, There currently exist a large number of lots within Crested Butte South that are not served by water and sewer service lines; and

WHEREAS, the Crested Butte South Property Owners Association, Inc. ("Association") desires to allow development of such lots pending the extension of water and sewer lines by the Crested Butte South Metropolitan District ("District") to make water and sewer service available to such lots;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF CRESTED BUTTE SOUTH PROPERTY OWNERS ASSOCIATION, INC.:

1. Wells and individual sewage disposal systems will be allowed within Crested Butte South on condition that all of the following terms, conditions and requirements are satisfied:

A. The nearest water or sanitary sewer line of the District to the property on which the well or individual sewage disposal system is to be constructed shall not be less than 500 feet, as measured along the route of line extension in accordance with the District's master plan for water or sewer lines, as the case may be.

B. Each well and individual sewage disposal system shall be located in compliance with the requirements of Gunnison County and so as not to limit or make more expensive the installation of a well or individual sewage disposal system on neighboring property.

C. In the event that it is necessary to combine several lots in order to obtain the requisite setbacks for the installation of a well or individual sewage disposal system, the owner shall either cluster said lots pursuant to a cluster declaration under section 14 of the Crested Butte South Covenants and Restrictions or record a binding restrictive covenant running with the land satisfactory to the Association to maintain such lots in single ownership as one parcel for so long as the well or individual sewage disposal system is in use. The owner shall present the Association with a current commitment for title insurance or other evidence of title reasonably satisfactory to the association confirming current ownership of and encumbrances on the property proposed to be clustered or combined confirming the owner's authority to cluster or combine all of the property.

D. The owner of the property upon which construction of a well or individual sewage disposal system is proposed shall execute a binding restrictive covenant running with the land obligating the owner and the owner's successors and assigns to tap onto the District's water and sanitary sewer line when such water or sanitary sewer line is constructed adjacent to the owner's property. Such covenant shall provide that the connection to the District's water or sanitary sewer line shall be accomplished within 30 days after the District has notified the owner that the District's water and sanitary sewer line has been constructed adjacent to the owner's property. At the time the owner connects to the District's water or sanitary sewer line, the Owner shall pay the current tap fee charged by the District.

E. No well or individual sewage disposal system shall be constructed unless and until approval therefor has been obtained from the Gunnison County Sanitarian, the District and the State of Colorado, as applicable. All such wells and individual sewage disposal systems shall be constructed in strict compliance with all applicable rules and regulations of Gunnison County, Colorado and all applicable rules, regulations and statutes of the State of Colorado. The Owner shall continuously maintain such individual sewage disposal system and pump out all solid matter from the system at least every two years.

F. Prior to initiating construction of a well or an individual sewage disposal system, the Owner of the property shall sign an agreement with the Association agreeing to be bound by all terms and provisions of this Resolution and to strictly comply with all terms and conditions of this Resolution and of the permit to construct such well or individual sewage disposal systems.

2. In the event of a violation of this Resolution or of the agreement provided for in subparagraph 1(F), above, the owner of the property on which such violation occurs shall be responsible

for reimbursing to the Association all reasonable costs and expenses of enforcing compliance, including reasonable attorneys' fees, incurred by the Association in connection therewith.

INTRODUCED, READ AND PASSED AT A REGULAR MEETING OF THE CRESTED BUTTE SOUTH PROPERTY OWNERS ASSOCIATION, INC. BOARD OF DIRECTORS THIS 12th DAY OF May 1993.

Crested Butte South Property Owners' Association, Inc., a Colorado non-profit corporation

By: Dan Schappert, P.C.
President

Attest: M. Catherine Brown
Secretary

M

GUNNISON COUNTY, CO JOANNE M. REILLINGER, RECORDER
442948 BK 725 PG 518 6/28/93 1:50P

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CRESTED BUTTE SOUTH METROPOLITAN DISTRICT GOVERNING THE INSTALLATION OF INDIVIDUAL WELLS AND SEWAGE DISPOSAL SYSTEMS WITHIN THE BOUNDARIES OF THE DISTRICT.

WHEREAS, there currently exist a large number of previously-subdivided lots within the boundaries of the District that are not served by District water service or sewer service lines, or are served by either water or sewer, but not the other; and

WHEREAS, the District lacks the financial capability to extend the water and sewer service lines to all such lots at the present time; and

WHEREAS, the District desires to allow a method of development of said lots pending the extension of the District's water and sewer lines to make such services available to such lots;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CRESTED BUTTE SOUTH METROPOLITAN DISTRICT THAT:

1. Neither individual water wells nor individual sewage disposal systems will be permitted, unless the property on which they are to be constructed is property that has previously been subdivided, without installation of water service lines or sewage service lines available to the property. The District will not approve any future subdivision of currently unsubdivided property without the installation of all water facilities and sewer facilities, as required by the rules and regulations of the District.

2. Individual water wells will be allowed within the boundaries of the District provided the following terms, conditions, and requirements are met:

A. The nearest water line of the District to the property on which the well is to be constructed shall not be less than 500 feet from the property, as measured along the route of line extension in accordance with the District's master plan for water lines.

B. A well permit issued for the drilling of such well shall first have been issued by the Office of the State Engineer, Colorado Division of Water Resources.

C. In all cases where the construction of an individual water well is sought, the owner of the property upon which construction of the water well is sought shall execute an agreement with the District, binding upon the owner and owner's successors and assigns, obligating the owner of the property to tap into the District's water lines when the same are constructed by the District adjacent to the property on which the well is located. Such agreement shall provide that connection to the District's water system shall be made within thirty days of notice of the availability of the water lines given to the owner by the District. At the time the owner of the property connects to the water service lines of the District, the tap fee charged by the District for such service shall be paid by the owner.

3. Individual sewage disposal systems will be allowed within the boundaries of the District, provided the following terms, conditions, and requirements are met:

A. The nearest sanitary sewer line of the District to the property on which the individual sewage disposal system is to be constructed shall not be less than 500 feet, as measured along the route of line extension in accordance with the District's master plan for sewer lines.

B. In the event that it is necessary to combine multiple subdivided lots, in order to obtain the necessary size parcel of land for the installation of an individual sewage treatment system, the applicant shall either cluster said lots pursuant to a cluster declaration, as provided in Section 14 of the Crested Butte South Covenants and Restrictions recorded in Book 420 at page 404 of the records of Gunnison County, or enter into a written agreement with the District obligating the owner of the property, his successors and assigns, to keep all of the multiple lots required as a single ownership and use for so long as the individual sewage treatment system is in use upon said property. The applicant shall present the District with current proof of ownership and encumbrances on the

property proposed to be combined, showing the ability of the applicant to bind the property to the combination of the previously subdivided lots.

C. In all cases where construction of an individual sewage treatment facility is sought, the owner of the property upon which construction of the system is sought shall execute an agreement with the District, binding upon the owner and owner's successors and assigns, obligating the owner of the property to tap onto the District's sanitation sewer lines when the same are constructed by the District adjacent to the property. Such agreement shall provide that connection to the District's sanitary sewer lines shall be made within thirty days of notice of availability of the sewage line given to the owner by the District. At the time the owner connects to the sewage line constructed by the District, the owner shall pay the tap fee charged by the District.

D. No individual sewage disposal system shall be installed unless and until approval therefor has been obtained from the Gunnison County Sanitarian and the Crested Butte South Property Owner's Association. All such individual sewage disposal systems shall be constructed in strict conformance with all County of Gunnison and State of Colorado regulations governing the same.

E. The system shall be continuously maintained by the owner thereof, which at a minimum shall mean the District may required proof from the owner that the system has been pumped of solid matteru at least once every two years.

INTRODUCED, READ, AND PASSED at a regular meeting of the Crested Butte South Metropolitan District board of directors this 15 day of April, 1993.

CRESTED BUTTE SOUTH
METROPOLITAN DISTRICT

By _____
Chairman

ATTEST:

_____
Secretary

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY

RESOLUTION NO. 36 SERIES 1995

A RESOLUTION EXEMPTING DUPLEX DWELLING UNITS ON ONE OR MORE LOTS IN CRESTED BUTTE-SOUTH FROM PLANNING COMMISSION REVIEW

WHEREAS, the recorded plat for Crested Butte-South allows for the construction of duplex units on any lot except for those identified for commercial use; and

WHEREAS, the Crested Butte-South Property Owners Association is very active in reviewing all proposed improvements on lots within the Subdivision Filings; and

WHEREAS, central water and sewer services are available from the Crested Butte-South Metro District for those lots within Filing I and II; and

WHEREAS, the Planning Commission has expressed in work sessions with the Board of County Commissioners that duplex units within Crested Butte-South be exempt from their review;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that building permits may be issued by staff for duplex units proposed for those lots in Crested Butte-South that are served by both central water and sewer facilities; however, the staff maintains the authority provided under the Land Use Resolution to forward any building request to the Planning Commission for their review.

INTRODUCED by Commissioner Boutell, seconded by Commissioner Mastarotti and passed on this 27th day of June 1995.

/s/ Fred R. Fritz
Chairperson

ATTEST: Doreen Rutinger, Gunnison County Clerk and Recorder

P

GUNNISON COUNTY, CO JOANNE M. REITINDER, RECORDER
467390 BK 782 PG 202 05/01/96 12:40P

CRESTED BUTTE SOUTH PROPERTY OWNER'S ASSOCIATION, INC.
AMENDING THE COVENANTS AND RESTRICTIONS
OF CRESTED BUTTE SOUTH

REGARDING REGULATION OF MODULAR OR FACTORY BUILT STRUCTURES

WHEREAS, the Crested Butte South Property Owner's Association, Inc., a Colorado nonprofit corporation, hereinafter referred to as "Association", is charged with administering and enforcing the Covenants and Restrictions of Crested Butte South recorded August 26, 1970 in Book 420 at Page 404 of the Gunnison County records, as amended, hereinafter referred to as the "Covenants and Restrictions"; and

WHEREAS, the Covenants and Restrictions vest the Association with authority to adopt reasonable rules and regulation; and

WHEREAS, the Covenants and Restrictions provide that the Covenants and Restrictions may be altered, amended or changed by a vote of the majority of the owners of land bound thereby evidenced by the recording of an appropriate instrument in writing executed by a majority of the then owners of lots affected;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Association that subject to the recording of appropriate instruments in writing executed by a majority of the owner's of lots affected, the Covenants and Restrictions are hereby amended as follows:

REGULATION OF MODULAR OR FACTORY BUILT STRUCTURES. The following language is hereby added to paragraph 4.02 of the Covenants and Restrictions:

> All structures shall be designed and constructed so as to avoid the appearance of trailer-like structures.

GUNNISON COUNTY, CO JOANNE M. RETTINGER, RECORDER
467391 BK 782 PG 203 05/01/96 12:40P

Q

CRESTED BUTTE SOUTH PROPERTY OWNER'S ASSOCIATION, INC
AMENDING THE COVENANTS AND RESTRICTIONS
OF CRESTED BUTTE SOUTH

REGARDING MINIMUM SIZE OF MULTI-FAMILY STRUCTURES

WHEREAS, the Crested Butte South Property Owner's Association, Inc., a Colorado nonprofit corporation, hereinafter referred to as "Association", is charged with administering and enforcing the Covenants and Restrictions of Crested Butte South recorded August 26, 1970 in Book 420 at Page 404 of the Gunnison County records, as amended, hereinafter referred to as the "Covenants and Restrictions", and

WHEREAS, the Covenants and Restrictions vest the Association with authority to adopt reasonable rules and regulation; and

WHEREAS, the Covenants and Restrictions provide that the Covenants and Restrictions may be altered, amended or changed by a vote of the majority of the owners of land bound thereby evidenced by the recording of an appropriate instrument in writing executed by a majority of the then owners of lots affected;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Association that subject to the recording of appropriate instruments in writing executed by a majority of the owner's of lots affected, the Covenants and Restrictions are hereby amended as follows:

MINIMUM SIZE OF MULTI-FAMILY STRUCTURES. The second sentence of paragraph 10.01 of the Covenants and Restrictions is amended to read as follows:

> ~~In a multi-family building, efficiency units (having no separate bedroom) shall have~~ an area exclusive of porches, garages and basement, of at least 400 square feet and all other units shall have an area, exclusive of porches, garages and basements, of at least 650 square feet.

GUNNISON COUNTY, CO JOANNE M. BETTINGER, RECORDER
467391 BK 782 PG 203 05/01/96 12:40P

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CRESTED BUTTE SOUTH PROPERTY OWNER'S ASSOCIATION, INC.
AMENDING THE COVENANTS AND RESTRICTIONS
OF CRESTED BUTTE SOUTH

REGARDING MINIMUM SIZE OF MULTI-FAMILY STRUCTURES

WHEREAS, the Crested Butte South Property Owner's Association, Inc., a Colorado nonprofit corporation, hereinafter referred to as "Association", is charged with administering and enforcing the Covenants and Restrictions of Crested Butte South recorded August 26, 1970 in Book 420 at Page 404 of the Gunnison County records, as amended, hereinafter referred to as the "Covenants and Restrictions", and

WHEREAS, the Covenants and Restrictions vest the Association with authority to adopt reasonable rules and regulation; and

WHEREAS, the Covenants and Restrictions provide that the Covenants and Restrictions may be altered, amended or changed by a vote of the majority of the owners of land bound thereby evidenced by the recording of an appropriate instrument in writing executed by a majority of the then owners of lots affected,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Association that subject to the recording of appropriate instruments in writing executed by a majority of the owner's of lots affected, the Covenants and Restrictions are hereby amended as follows:

MINIMUM SIZE OF MULTI-FAMILY STRUCTURES. The second sentence of paragraph 10.01 of the Covenants and Restrictions is amended to read as follows:

> In a multi-family building, efficiency units (having no separate bedroom) shall have an area exclusive of porches, garages and basement, of at least 400 square feet and all other units shall have an area, exclusive of porches, garages and basements, of at least 650 square feet.

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GUNNISON COUNTY, CO JOANNE M. REITINGER, RECORDER
467392 BK 788 PG 204 05/01/96 12:40P

CRESTED BUTTE SOUTH PROPERTY OWNER'S ASSOCIATION, INC.
AMENDING THE COVENANTS AND RESTRICTIONS
OF CRESTED BUTTE SOUTH

REGARDING RESIDENTIAL USES ON COMMERCIAL PROPERTY

WHEREAS, the Crested Butte South Property Owner's Association, Inc., a Colorado nonprofit corporation, hereinafter referred to as "Association", is charged with administering and enforcing the Covenants and Restrictions of Crested Butte South recorded August 26, 1970 in Book 420 at Page 404 of the Gunnison County records, as amended, hereinafter referred to as the "Covenants and Restrictions", and

WHEREAS, the Covenants and Restrictions vest the Association with authority to adopt reasonable rules and regulation; and

WHEREAS, the Covenants and Restrictions provide that the Covenants and Restrictions may be altered, amended or changed by a vote of the majority of the owners of land bound thereby evidenced by the recording of an appropriate instrument in writing executed by a majority of the then owners of lots affected;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Association that subject to the recording of appropriate instruments in writing executed by a majority of the owner's of lots affected, the Covenants and Restrictions are hereby amended as follows:

RESIDENTIAL USES ON COMMERCIAL PROPERTY. The following provision is hereby added to paragraph 24.01 of the Covenants and Restrictions:

> 24.01 Notwithstanding anything herein to the contrary, residential use shall be allowed in Blocks 4 and 5 as a matter of right and in Block 6 upon the discretionary approval of the Committee if the Committee determines that such residential use will be compatible with existing or approved nearby uses.

S

GUNNISON COUNTY, CO JOANNE M. BETTINGER, RECORDER
467393 BK 782 PG 205 05/01/96 12:40P

CRESTED BUTTE SOUTH PROPERTY OWNER'S ASSOCIATION, INC.
AMENDING THE COVENANTS AND RESTRICTIONS
OF CRESTED BUTTE SOUTH

REGARDING RESUBDIVISION

WHEREAS, the Crested Butte South Property Owner's Association, Inc., a Colorado nonprofit corporation, hereinafter referred to as "Association", is charged with administering and enforcing the Covenants and Restrictions of Crested Butte South recorded August 26, 1970 in Book 420 at Page 404 of the Gunnison County records, as amended, hereinafter referred to as the "Covenants and Restrictions"; and

WHEREAS, the Covenants and Restrictions vest the Association with authority to adopt reasonable rules and regulation; and

WHEREAS, the Covenants and Restrictions provide that the Covenants and Restrictions may be altered, amended or changed by a vote of the majority of the owners of land bound thereby evidenced by the recording of an appropriate instrument in writing executed by a majority of the then owners of lots affected;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Association that subject to the recording of appropriate instruments in writing executed by a majority of the owner's of lots affected, the Covenants and Restrictions are hereby amended as follows:

RESUBDIVISION. The following provision is hereby added to paragraph 20.01 of the Covenants and Restrictions:

20.01 Notwithstanding anything herein to the contrary, the owners of lots contiguous on two or more sides of a vacant lot may resubdivide such vacant lot and annex the subdivided parts of the vacant lot to the contiguous lots on condition that the annexed property shall thereafter be forever inseparable from its contiguous lot as evidenced by a binding, recorded restrictive covenant running with the land.

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RESOLUTION OF THE BOARD OF DIRECTORS
CRESTED BUTTE SOUTH PROPERTY OWNERS' ASSOCIATION, INC.

CONCERNING THE PROVISION OF A LEGAL SURVEY
AS AN ARCHITECTURAL SUBMITTAL REQUIREMENT

WHEREAS, the Board of Directors acts as the Crested Butte South Improvement Committee pursuant to Section 1.01-4 of the Covenants and Restrictions of Crested Butte South (hereafter "Covenants"), and

WHEREAS, the Board of Directors may adopt reasonable rules and regulations regarding the use of property within Crested Butte South pursuant to Section 2.02-3 of the Covenants, and

WHEREAS, the Board of Directors has the power to review and approve the plans for structures within Crested Butte South pursuant to Sections 2.02-4, 2.02-5, and 4.01 of the Covenants, and

WHEREAS, the Board of Directors has the duty to enforce the restrictions, covenants, easements, conditions and charges herein contained pursuant to Section 2.02-12 of the Covenants.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CRESTED BUTTE SOUTH PROPERTY OWNERS' ASSOCIATION, INC. THAT:

An additional paragraph be added to the document known as "ARCHITECTURAL REVIEW COMMITTEE", Section 3. Submittal Requirements, as follows:

h) A legal survey by a licensed Colorado surveyor/engineer shall be required and shall include the following:
1) Actual placement of property corner pins on the site.
2) Survey map or improvement location certificate showing; existing structures (if any), irrigation ditches and other watercourses, utility and other easements, rights of way, and fencelines.

Adopted by the Board of Directors of the Crested Butte South Property Owners' Association, Inc. at its regular meeting this 14 day of January, 1998.

President

Secretary

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RESOLUTION CONCERNING LOT APPEARANCE

CRESTED BUTTE SOUTH PROPERTY OWNERS ASSOCIATION, INC.

WHEREAS, Section 2.02-3 of the Covenants and Restrictions of Crested Butte South recorded in Book 420 at Page 404 of the Gunnison County, Colorado records ("Covenants") vests the Crested Butte South Property Owners Association, Inc. ("Association") with authority, to adopt reasonable rules and regulations; and

WHEREAS, Section 2.02-11 of the Covenants authorizes the Association "to do such other things as will tend toward the welfare and benefit of Crested Butte South and the landowners therein"; and

WHEREAS, Section 7.01 prohibits temporary structures and trailers capable of habitation or containing living quarters from being parked on any lot or street for more than one night at a time; and

WHEREAS, Section 18.01 sets forth certain requirements governing lot appearance;

NOW, THEREFORE, be it resolved by the Board of Directors of the Association, the following regulation is hereby adopted:

No trailer, mobile home, motor home, truck camper, camper van, camper bus or any other vehicle containing living quarters capable of habitation shall at any time be used as a residence, permanently or temporarily, or shall be stored on any Crested Butte South lot or street for more than one consecutive overnight period.

ADOPTED, by the Board of Directors of the Crested Butte South Property Owners Association, Inc. at its regular meeting held the 9th day of September, 1998.

(SEAL)

Attest:

John Harvey Jr.
President

10/14/98
Secretary

U

V

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1 of 2 R 11.00 D 0.00 N 0.00 Gunnison County

RESOLUTION OF THE BOARD OF DIRECTORS
CRESTED BUTTE SOUTH PROPERTY OWNERS' ASSOCIATION, INC.

CONCERNING SETBACKS FOR DRIVEWAYS, SEPTIC TANKS AND WELLS

WHEREAS, the Board of Directors acts as the Crested Butte South Improvement Committee pursuant to Section 1.01-6 of the Covenants and Restrictions of Crested Butte South (hereafter "Covenants"), and

WHEREAS, the Board of Directors may adopt reasonable rules and regulations regarding the use of property within Crested Butte South pursuant to Section 2.02-3 of the Covenants, and

WHEREAS, the Board of Directors has the power to review and approve the plans for structures within Crested Butte South pursuant to Sections 2.02-4, 2.02-5, and 4.01 of the Covenants, and

WHEREAS, the Board of Directors has the duty to enforce the restrictions, covenants, easements, conditions and charges hereto contained pursuant to Section 2.02-12 of the Covenants, and

WHEREAS, the Board of Directors has recognized the need for adequate snow storage from driveway and parking areas, as well as for adequate areas for landscaping to screen driveway and parking areas, and

WHEREAS, the Board of Directors has recognized the need for adequate separation of septic systems and domestic wells from each other, on adjacent lots under separate ownership, and

WHEREAS, the Board of Directors has recognized the need for clarification regarding required minimum setbacks between lot improvements and property lines, and the provision for variances therefrom.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CRESTED BUTTE SOUTH PROPERTY OWNERS' ASSOCIATION, INC. THAT:

Additional language shall be added to the document known as "ARCHITECTURAL REVIEW COMMITTEE", Section 3. Submittal Requirements, addendum to paragraph (c) as follows:

The following setbacks are required in the residential area:

1) No building, or any part thereof, except as otherwise provided in paragraph 3) below, shall be erected or maintained closer than 25 feet from any street right of way. The front yard is typically that which faces the longest length of street right of way. The Board may grant exceptions when a building site is bounded by rights of way on more than one side, and the Board, in its sole discretion, shall have the right to determine which are the front and rear lot lines. The Board may grant variances for this setback requirement to a minimum of 15 feet, which is the minimum for Gunnison County. A variance for a setback of less than 15 feet would have to be approval by both the County and the Property Owners' Association. Steep slopes, irregular lot shape, watercourses, wetlands, wildlife and avoidance of hazards are typical justifications for granting a variance, while hardships created by the property owner are not.

2) All building side yard setbacks shall comply with Gunnison County requirements, which are presently 15 feet, except in the case of irregularly shaped lots or unusual conditions. A variance for a setback of less than 15 feet would have to be approved by both the County and the Property Owners' Association.

3) Per the original covenants, Section 9, Paragraph 3, Unenclosed covered porches or entryways, entrance steps, bay windows, balconies, and roof overhangs shall not be included in determining setbacks if the same do not extend more than six feet from the basic structure. However, current Gunnison County policies would not support these exceptions; therefore the above mentioned building features (and other similar features) would be required to be located at least 15 feet away from any property line, with the exception of roof overhangs that extend beyond wall lines.

4) Driveways, parking and turn-around areas shall have a setback from any lot line of at least 10 feet. The width of a driveway at its intersection with the street right of way shall not exceed 24 feet.

5) Building sites in Crested Butte South which are not currently able to receive sewer and water service from the Crested Butte South Metropolitan District must consist of at least one acre of land. Gunnison County Regulations for individual sewage disposal systems (ISDS's) govern the installation, use, maintenance and repair of ISDS's in Crested Butte South. A County ISDS permit must be submitted to the Property Owners' Association prior to approval of a building application.

Crested Butte South requires setbacks for ISDS's of 50 feet from any property line under separate ownership. However, the setback may, at the discretion of the Board, be reduced to a minimum of 20 feet when the property line adjoins a street right of way if, in the opinion of the Gunnison County Environmental Health Inspector, the ISDS system will otherwise meet the requirements of the County ISDS Regulations.

The State of Colorado regulates the issuance of well permits and the allowable uses of them. A State well permit must be submitted to the Property Owners' Association prior to approval of a building application. Crested Butte South requires setbacks for wells of 50 feet from any property line. However, the setback may, at the discretion of the Board, be reduced to a minimum of 20 feet when the property line adjoins a street right of way.

Wells and typical ISDS leach fields must be separated by at least 100 feet in every case. This is a County and State requirement. The Crested Butte South requirements for 50 foot setbacks for both ISDS's and wells helps ensure that adjacent property owners are not precluded from improving their property.

Adopted by the Board of Directors of the Crested Butte South Property Owners' Association, Inc. at its regular meeting this 11 day of MARCH, 1998.

President

Secretary

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PO Co.

W

RESOLUTION OF THE BOARD OF DIRECTORS

CRESTED BUTTE SOUTH PROPERTY OWNERS ASSOCIATION, INC.

October 13, 1999

RULES AND REGULATIONS REGARDING DOGS

WHEREAS, the Colorado Common Interest Ownership Act, Article 33.3 of Title 38, Colorado Revised Statutes ("Act") authorizes a unit owners association, such as the Crested Butte South Property Owner's Association, Inc. ("Association") to:

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A. Adopt and amend rules and regulations;

B. Hire employees, agents and independent contractors;

C. Institute litigation or administrative proceedings on matters affecting the subdivision;

D. Make contracts;

E. Recover reasonable attorneys' fees for actions to enforce the power of the Association, regardless of whether or not suit was initiated;

F. Levy reasonable fines for violations of the covenants, bylaws and rules and regulations of the Association after notice and an opportunity to be heard;

G. Record a statutory lien on a lot for any fines imposed against its lot owners, including attorneys' fees and interest;

H. Exercise all other powers that may be exercised in Colorado by non-profit corporations;

I. Exercise any other powers necessary and proper for the government and operation of the Association; and

WHEREAS, the Covenants and Restrictions of Crested Butte South recorded in Book 420 at Page 404 of the Gunnison County, Colorado records, ("Covenants"), as amended, provide:

A. That the Association has authority to adopt reasonable rules and regulations and provide such means and employ such agents as will enable it adequately and properly to carry out its duties;

~~B. That no animals in Crested Butte South shall be allowed to annoy others;~~

C. That the Association is empowered to enforce the restrictions, covenants, conditions and charges set forth in the Covenants;

D. That the Association is authorized to do such other things as will tend towards the welfare and benefit of Crested Butte South and the landowners therein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CRESTED BUTTE SOUTH PROPERTY OWNERS ASSOCIATION, INC., that the following rules and regulations are hereby adopted:

W

1. As used herein,

1.1 "Dog Owner" means the owner, custodian or caretaker of a dog, including a Lot Owner, tenant, guest or invitee who owns, has custody of or takes care of a dog.

1.2 "Dog Owner's Lot" means the Lot within Crested Butte South owned or rented by the Dog Owner or on which the Dog Owner is a guest or invitee.

1.3 "Lot Owner" means the owner as listed in the Gunnison County, Colorado records of a Crested Butte South Lot which is owned or rented by a Dog Owner or on which a Dog Owner is a guest or invitee.

2. No dog within Crested Butte South shall be allowed:

2.1 To run at large. A dog shall not be deemed to run at large if:

A. The dog is firmly physically attached to a person by a secure restraint, such as a leash or tether not longer than 10 feet in length; or

B. Is confined by a pen, kennel, fence or otherwise to the Dog Owner's Lot; or

C. Is under verbal or voice command providing conditioned and immediate restraint to keep the dog under constant control.

2.2 To bark, except for brief warning barks when someone approaches the premises;

2.3 To defecate in any park or on any Lot except on the Dog Owner's Lot;

2.4 To defecate in any street or road, unless the feces are immediately removed and properly disposed of by the Dog Owner;

2.5 To growl or act in a vicious or threatening manner;

2.6 To fight with another dog or dogs; or

2.7 To harass, threaten, injure or kill livestock, wildlife, a pet or other animal.

3. The following persons shall be jointly and severally responsible for compliance with this Resolution and for paying all fines levied and expenses incurred under Sections 5 and 6 of this Resolution:

3.1 The Dog Owner;

3.2 The Lot Owner;

3.3 A contractor or other person constructing improvements within Crested Butte South whose dog, employee's dog or subcontractor's dog violates the terms of this Resolution ("Contractor");

3.4 The owner of a Lot on which improvements are being constructed or altered whose construction worker's dog violates the terms of this Resolution.

4. Unless a Dog Owner or Lot Owner charged with a violation of this Resolution pays all applicable fine(s) and expense(s) under Section 6 of this Resolution and waives the right to a hearing, no fine shall be imposed for a violation of this Resolution until after a notice of hearing has been sent to the Dog Owner and Lot Owner and, if applicable, the Contractor, and an opportunity to be heard has been provided to establish the nature of the violation(s) and the amount of the fine(s) to be levied. The Association shall not be obligated to send notice of hearing to the Dog Owner or Contractor if, after reasonable effort, the Association has not ascertained the address of the Dog Owner or Contractor, in which event notice of hearing sent exclusively to the Lot Owner shall be sufficient.

497644 11/03/1999 02:23P 447
3 of 5 R 25.00 D 0.00 N 0.00 Gunnison County

4.1 Except as otherwise provided in Section 4, notice of hearing shall be mailed by certified mail, return receipt requested, at least 20 days prior to the hearing to the last known addresses of the Lot Owner, the Dog Owner and, if applicable, the Contractor. A notice of hearing shall also be delivered to an occupant of, Contractor on, or posted in a conspicuous location on the Dog Owner's Lot.

4.2 The notice of hearing shall contain at least the following information:

A. The name and address of the Lot Owner.

B. A description of the offending dog.

C. The legal description of the Dog Owner's Lot.

D. A description of each alleged violation.

E. The date, time and location of each alleged violation.

F. The date, time and location of the hearing.

G. The amount of the proposed fine(s) to be levied for the violation(s).

H. An estimate of the expenses, including, without limitation, reasonable attorneys' fees and costs, that will be expended by the Association and charged to the Dog Owner and/or Lot Owner in connection with the alleged violation(s).

I. A notice that failure to pay the applicable fine(s) and reimburse the Association's expenses will result in the recording of a Notice of Lien encumbering the Dog Owner's Lot.

4.3 At the hearing, the Association's board of directors shall:

A. Hear evidence of the violation(s);

B. Afford the Dog Owner, Lot Owner and, if applicable, Contractor, an opportunity to present evidence or dispute evidence of the violation(s);

C. Determine whether or not a violation has been established by a preponderance of the evidence;

D. Establish an appropriate fine for each violation; and

E. Establish the amount of expense incurred by the Association in connection with the

violation(s) which should be charged to the Lot Owner, Dog Owner and, if applicable, Contractor.

5. The Association shall have the right to institute an action in court to compel compliance with or abate a violation of the terms and provisions of this Resolution or to obtain damages and/or any other remedy available at law or in equity.

6. Each violation of this Resolution shall subject the Dog Owner, Lot Owner and Contractor to joint and several liability to pay the following to the Association:

6.1 A fine of $50.00 per violation. Each clock hour, or part thereof, that a violation exists shall be deemed a separate violation; provided, however, that the Association shall have discretion to waive all or part of the fine depending upon the frequency, nature and/or severity of the violation, the size and temperament of the dog, the attitude and cooperation of the Dog Owner or Lot Owner or any other factor which reasonably bears on the amount of an appropriate fine.

6.2 All staff time and expense incurred in identifying, documenting and prosecuting violation(s) of this Resolution.

6.3 All attorneys' fees and expenses incurred by the Association in identifying, documenting and prosecuting violation(s) of this Resolution.

6.4 All costs and expenses, including reasonable attorneys' fees and costs, incurred by the Association to draft and record a Notice of Lien hereunder.

6.5 All costs and expenses, including reasonable attorneys' fees and costs, incurred by the Association to foreclose a Notice of Lien filed hereunder or to enforce compliance with the terms and provisions hereof or to recover fines, expenses and/or damages hereunder.

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4 of 5 R 25.00 D 0.00 N 0.00 Gunnison County

7. In the event that the Association modifies its Bylaws to authorize fines in excess of $50.00 per violation, the fine provided for in section 5.1, above, shall be modified as follows:

7.1 There shall be no fine for the first violation, only a warning notice.

7.2 The second violation shall be subject to a $50.00 fine.

7.3 The third violation shall be subject to a $100.00 fine.

7.4 Each subsequent violation after the third violation shall be subject to a $200.00 fine.

8. The terms and provisions set forth herein and the remedies provided for herein shall be cumulative and in addition to any other remedies available to the Association under any other resolution or rule or regulation of the Association, any resolution or regulation of Gunnison County, Colorado, any statute of the State of Colorado or any other rule of law.

9. This Resolution, to the extent possible, shall be construed so as to give validity to all of the provisions hereof. If any provision of this Resolution is determined to be invalid, unenforceable or prohibited by any court, the same shall not affect any other provision or section hereof and all other provisions and sections shall remain in full force and effect.

10. Upon approval of this Resolution by the Association's board of directors:

10.1 A copy of this Resolution shall be recorded in the real property records of Gunnison County, Colorado, at which time this Resolution shall become effective.

10.2 A copy of this Resolution shall be given or mailed to the owner of each Lot upon which improvements are being constructed, who shall be responsible for informing his or her Contractor and construction personnel of its terms.

10.3 A copy of this Resolution shall be mailed to all owners of property in Crested Butte South with the next general mailing to property owners.

ADOPTED by the board of directors of the Crested Butte South Property Owners Association, Inc. at its regular meeting held on the 18th day of October, 1999.

_____ President

Attest: _____ Secretary

497644 11/08/1999 02:23P 447
5 of 5 R 25.00 D 0.00 N 0.00 Gunnison County

514482 09/25/2001 11:24A 447
1 of 7 R 35.00 D 0.00 N 0.00 Gunnison County

RESOLUTION OF THE BOARD OF DIRECTORS

CRESTED BUTTE SOUTH PROPERTY OWNERS ASSOCIATION, INC.

RULES AND REGULATIONS REGARDING

OUTDOOR COMMERCIAL VENDORS

SEPTEMBER 12, 2001

1. **WHEREAS**, the Colorado Common Interest Ownership Act, Article 33.3 of Title 38, Colorado Revised Statutes ("Act"), authorizes a unit owners association, such as Crested Butte South Property Owner's Association, Inc. ("Association") to:

1.1 Adopt and amend rules and regulations;

1.2 Regulate the use, maintenance, repair, replacement, and modification of common elements;

1.3 Institute litigation or administrative proceedings on matters affecting the subdivision;

1.4 Make contracts;

1.5 Recover reasonable attorneys' fees for actions to enforce the power of the Association, regardless of whether or not suit was initiated;

1.6 Levy reasonable fines for violations of the covenants, bylaws and rules and regulations of the Association after notice and an opportunity to be heard;

1.7 Exercise all other powers that may be exercised in Colorado by non-profit corporations;

1.8 Exercise any other powers necessary and proper for the government and operation of the Association; and

2. WHEREAS, the Covenants and Restrictions of Crested Butte South recorded in Book 420 at Page 404 of the Gunnison County, Colorado records, ("Covenants"), as amended, provide:

2.1 That the Association has authority to adopt reasonable rules and regulations and provide such means and employ such agents as will enable it adequately and properly to carry out its duties;

2.2 That the appearance of every lot in Crested Butte South shall be maintained in a neat and attractive manner and kept free of trash, litter and garbage;

2.3 That no premises shall be used in any manner which would disturb the quiet or endanger the health of adjoining landowners;

2.4 That the Association is empowered to enforce the restrictions, covenants, conditions and charges set forth in the Covenants;

2.5 That the Association is authorized to do such other things as will tend towards the welfare and benefit of Crested Butte South and the landowners therein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CRESTED BUTTE SOUTH PROPERTY OWNERS ASSOCIATION, INC., that the following rules and regulations are hereby adopted:

3. Definitions. For the purpose of this Resolution the following definitions shall apply:

3.1 "Special Event" means any performance, activity, festival or other public gathering sponsored by a nonprofit organization or the Association.

3.2 "Farmers Market Vendor" is a vendor of raw or unprocessed food not including vendors using Handcarts.

3.3 "Handcart" is a vehicle with at least two operational wheels, that is mobile and is used for vending food and which is no larger than four (4) feet in width, six (6) feet in length, and eight (8) feet in height, excluding umbrellas and other similar devices.

3.4 "Transient Merchant" is any person who engages in vending activity on a temporary basis not exceeding 120 days in any calendar year.

3.5 "Vending" or "Vending Activity" is the act of selling or offering for sale goods, merchandise, food, beverage or services of any kind whatsoever.

4. Permit Required. No Transient Merchant, Farmer's Market Vendor or any other person shall engage in Vending Activity without a permit as required by this Resolution.

5. Vending on Private Property.

5.1 Permission of Owner. It is prohibited for any Transient Merchant, Farmer's Market Vendor or any other person to engage in Vending Activity on private property without written permission for a specified period of time from the legal owner of said property, a copy of which shall be filed with the Association.

5.2 Vending Location. No Vending Activity shall be allowed on residential lots, within any driveway or alleyway, in any parking area or within any required setback.

5.3 Peddling Prohibited. No solicitors, peddlers, hawkers, itinerant merchants, Transient Merchants or Farmer's Market Vendors shall go in or upon private residences in Crested Butte South without prior invitation to do so by the owner or occupant of such private residence for the purpose of soliciting orders for the sale of food, beverages, goods, wares or merchandise, and/or for the purpose of disposing of and/or peddling or hawking the same, however, this prohibition shall not be applicable to persons representing charitable, religious or civic enterprises, who possess proof of such status.

5.4 Exempt Activities. The following activities do not require a permit:

A. Yard sales, meaning the sale of personal goods and effects on private property no more than 4 days per year, excluding sale of new merchandise or any sales constituting an ongoing commercial activity;

B. Free distribution of non-commercial information, flyers, pamphlets, brochures and petitions;

C. Fundraising and sale of raffle tickets by community and non-profit organizations without the use of a booth, structure, Handcart or other equipment; provided, however, that a table and chair may be used in a location approved by the Association's project inspector which will not obstruct pedestrians.

D. Sale or free distribution of newspapers and other similar printed materials from unattended vending machines no larger than 2' wide, 3' deep and 4' high in locations approved by the Association's project inspector which will not obstruct pedestrians.

6. Permit Requirements

6.1 **Application Procedures**. The Association's board of directors shall review each application for permit in accordance with the purposes and requirements of this Resolution and approve or disapprove the application accordingly after conducting a public hearing on the application. The application shall include:

A. A site plan showing parking, circulation pattern, trash receptacles, seating and, if required, port-a-let location, all of which shall comply with applicable parking and setback requirements. At least 4 parking spaces shall be provided.

B. Signage, which shall comply with all Gunnison County sign requirements and be approved by Gunnison County and the Association's board of directors.

C. A rendering of the Handcart or other facility from which sales will be made.

D. A signed authorization from the lot owner.

6.2 **Payment of Fees and Deposits**. Applicant shall pay the entire fee and deposit required for the entire term of the permit prior to permit issuance. Fees are as follows:

A. $500 refundable (to the extent unused) performance deposit.

B. $100 for one month or less;

B. $150 for two months.

The duration of a permit may be extended at the rate of $50 per month in the reasonable discretion of the Association's board.

6.3 **Governmental Permits**. Before commencing operations, each Transient Merchant and Farmer's Market Vendor shall obtain and display all land use change and other governmental permits required for the Vending Activity.

6.4 **Indemnification**. As a permit condition, Farmer's Market Vendors and Transient Merchants shall undertake to indemnify, defend and save harmless the Association, its members, officers, employees and agents, against any and all claims, costs, damages or expenses of any kind, including reasonable attorneys' fees, arising from or by reason of the permitted use.

6.5 **Maintaining Area; Handcarts**. Farmer's Market Vendors and Transient Merchants are responsible for maintaining the area within and in proximity to the display apparatus or permitted Vending location in a neat, clean and hazard-free condition, for disposing of all trash and for storing neatly all display apparatus when not in operation.

6.6 **Permit Transfer**. No Vending permit issued under the provisions of this Resolution is transferable or assignable.

6.7 **Permit Expiration**. Within 7 days of a permit's expiration, a Transient Merchant or Farmer's Market Vendor shall remove the Handcart and all property related to the Vending Activity, failing which, the Association shall be entitled to levy a fine of $50 per day after providing 7 days notice and an opportunity to be heard.

6.8 **Revocation**. In the event that a Transient Merchant or Farmer's Market Vendor violates a provision of his permit or this Resolution, the Association, after providing 7 days notice and an opportunity to be heard, shall have the right to revoke the permit.

7. **Association Lien**. The Association shall have the right to record in the Gunnison County, Colorado records a Notice of Lien encumbering the lot on which Vending Activity takes place to secure any unpaid fees, fines, costs or expenses arising from any permit issued pursuant to this Resolution.

8. **Liability**. Each violation of this Resolution shall subject a Transient Merchant or Farmer's Market Vendor and the lot owner on which the Vending Activity takes place to joint and several liability to pay the following to the Association:

8.1 A fine of $50 per violation. Each day, or part thereof, that a violation exists shall be deemed a separate violation, provided, however, that the Association shall have discretion to waive all or part of the fine depending upon the frequency, nature and/or severity of the violation, the attitude and cooperation of the Transient Merchant, Farmer's Market Vendor or lot owner or any other factor which reasonably bears on the amount of an appropriate fine.

8.2 All time and expense incurred in identifying, documenting, prosecuting and rectifying violation(s) of this Resolution.

8.3 All attorneys' fees and expenses incurred by the Association in identifying, documenting, prosecuting and rectifying violation(s) of this Resolution.

8.4 All costs and expenses, including reasonable attorneys' fees and costs, incurred by the Association to draft and record a Notice of Lien hereunder.

8.5 All costs and expenses, including reasonable attorneys' fees and costs, incurred by the Association to foreclose a Notice of Lien filed hereunder or to enforce compliance with the terms and provisions hereof or to recover fines, expenses and/or damages hereunder.

9. **Cumulative Remedies**. The terms and provisions set forth herein and the remedies provided for herein shall be cumulative and in addition to any other remedies available to the Association under any other resolution or rule or regulation of the Association, any resolution or regulation of Gunnison County, Colorado, any statute of the State of Colorado or any other rule of law.

514482 09/25/2001 11:24A 447
7 of 7 R 35.00 D 0.00 N 0.00 Gunnison County

10. Severability This Resolution, to the extent possible, shall be construed so as to give validity to all of the provisions hereof. If any provision of this Resolution is determined to be invalid, unenforceable or prohibited by any court, the same shall not affect any other provision or section hereof and all other provisions and sections shall remain in full force and effect.

11. Distribution to Lot Owners. Upon approval of this Resolution by the Association's board of directors a copy of this Resolution shall be mailed to all owners of property in Crested Butte South with the next general mailing to property owners.

ADOPTED by the board of directors of the Crested Butte South Property Owners Association, Inc. at its regular meeting held on the 12th day of September, 2001.

President

Attest:

Secretary

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RESOLUTION OF
THE BOARD OF DIRECTORS
OF
CRESTED BUTTE SOUTH PROPERTY OWNER'S ASSOCIATION, INC.

CONCERNING THE PROVISION OF THE USE OF METAL SIDING ON THE EXTERIOR OF BUILDINGS IN CRESTED BUTTE SOUTH

WHEREAS, the Crested Butte South Property Owners Association, Inc., a Colorado non-profit corporation, hereinafter referred to as "Association", is charged with administering and enforcing the Covenants and Restrictions of Crested Butte South recorded August 26, 1970 in Book 420 at Page 404 of the Gunnison County records, hereinafter referred to as the "Covenants and Restrictions"; and

WHEREAS, the Covenants and Restrictions vest the Association with authority to review plans and specifications for buildings and to adopt such reasonable rules and regulations and provide such means as will enable the Association to adequately and properly carry out its duties;

WHEREAS, THE Board of Directors has the power to review and approve the plans for structures within Crested Butte South pursuant to Sections 2.02-4, 2.02-5 and 4.01 of the Covenants; and

WHEREAS, The Board of Directors has the duty to enforce the restrictions, covenants, easements, conditions and charges herein contained pursuant to Section 2.02-12 of the Covenants;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CRESTED BUTTE SOUTH PROPERTY OWNERS ASSOCIATION, INC. THAT:

It is hereby declared that the following amendments to the Covenants and Restrictions of Crested Butte South Inc, and hereby are, effective immediately upon adoption and filing of this Resolution with the Clerk and Recorder's Office in and for the County of Gunnison, State of Colorado

Section 4.04, is amended to read as follows:
No plastic, asbestos or asphalt siding materials shall be permitted on other than roof surfaces; but the Committee may grant variances in appropriate cases. Rusted or non-reflective metal siding is allowed around an entire building, not to exceed 2' in height above grade. A sample is required and approved by The Board of Directors, prior to receiving final architectural approval

APPROVED THIS 9th DAY OF January, 2002
CRESTED BUTTE SOUTH PRPERTY
OWNER'S ASSOCIATION, INC.

By _____
Kieth Henning, President

Attest:

_____
Mickey Cooper, Secretary/Treasurer

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AMENDMENT TO
COVENANTS AND RESTRICTIONS
CRESTED BUTTE SOUTH

THIS AMENDMENT TO COVENANTS AND RESTRICTIONS OF CRESTED BUTTE SOUTH is executed this 11TH DAY of February, 2004 by the Crested Butte South Property Owners Association (the "Association"), a Colorado non-profit corporation as follows:

1. FACTS AND PURPOSES.

1.1 The Covenants and Restrictions of Crested Butte South were recorded August 26, 1970 in Book 420 at page 404 of the real property records of Gunnison County, Colorado. Amendments to the Covenants and restrictions were recorded May 1, 1996 in Book 782 at pages 202 through 205, and January 21, 1983 recorded in Book 589 at page 304 (the "Amendments") of the real property records of Gunnison County, Colorado. The Covenants and Restrictions as amended by the Amendments are collectively referred to as the "Covenants."

1.2 The Covenants encumber certain real property in Gunnison County, Colorado, more particularly described therein.

1.3 Pursuant to Section 25.04 of the Covenants and C.R.S. §38-33.3-302, the Covenants may be altered, amended or changed by a vote of the majority of the owners of land bound thereby evidenced by the recording of an appropriate instrument in writing executed by a majority of the then owners of lots affected.

1.4 Accordingly, the members of the Association have agreed to amend the Covenants.

2. AMENDMENT. Section 2.02 is hereby amended by adding the following provision:

2.02-14 To appoint a Sub-Committee to carry out the powers and duties authorized under Sections 2.02-4 and 2.02-5.

3. AMENDMENT. Section 25.01 is hereby amended to read as follows:

25.01 The provisions hereof shall run with and bind the land, including all blocks, lots, and any subdivision thereof in all filings of Crested Butte South, and shall be enforceable by the Crested Butte South Property Owners Association, the Committee, now known as the Board of Directors of the Crested Butte South Property Owners Association, or any Owner of any Block, Lot, or subdivided unit contained thereon, within Crested Butte South.

4. AMENDMENT. Section 25.04 is hereby amended to read as follows:

25.04 Any of the covenants, restrictions, charges, and duties contained in the Covenants and Restrictions may be terminated, changed, modified, amended, or added to, in whole or in part, upon the affirmative vote of a majority of the Owners that vote on the proposed amendment, provided that at least 40% of the

Owners of Blocks, Lots, or subdivided units, in Crested Butte South vote thereon. Any such amendment shall be by an instrument duly executed, acknowledged and recorded in the records of Gunnison County, Colorado, and upon such recording shall be for the benefit of and be binding on all Owners of Blocks, Lots, and subdivided Units within Crested Butte South. The President and Secretary of the Association shall certify in a notarized affidavit that the amendment was adopted and approved in accordance with the provisions of this Section 25.04 and such certification shall be conclusive proof that the Amendment was duly adopted in proper form.

5. AMENDMENT. The first paragraph of Section 20.01is hereby amended to read as follows:

20.01 No lot governed hereby shall be subdivided, including parcels on which a cluster declaration has been recorded, except that the owner of a lot may convey condominium or townhome estates in any multi-family structure.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration of Covenants and Restrictions of Crested Butte South the effective date first above written.

CRESTED BUTTE SOUTH PROPERTY OWNERS ASSOCIATION, a Colorado non-profit corporation

By: Gene Mason
Gene Mason, President

By: Carol Lynn Tiegs
Carol Lynn Tiegs, Secretary

STATE OF COLORADO)
)ss.
County of Gunnison)

The foregoing was acknowledged before me this 11TH DAY of February, 2004, by Gene Mason as President and Carol Lynn Tiegs as Secretary of Crested Butte South Property Owners Association, a Colorado non-profit corporation.

Witness my hand and official seal.
My commission expires:

NOTARY PUBLIC
SHANNON RENICK
STATE OF COLORADO

Shannon Renick
Notary Public

My Commission Expires 11/22/06

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 02 - 23

A RESOLUTION CONCERNING CONTROL AND LICENSING OF DOGS

WHEREAS, Section 30-15-101, et seq., C.R.S. 1973 as amended, authorizes the Board of County Commissioners to adopt a resolution providing for control and licensing of dogs in the unincorporated area of Gunnison County and to establish such other reasonable regulations and restrictions as may be deemed necessary; and

WHEREAS, on the 18th day of February, 1992, the Board of County Commissioners adopted Resolution No. 92-10, a Resolution Concerning Control And Licensing Of Dogs; and

WHEREAS, on the 7th day of April, 1992, the Board of County Commissioners adopted Resolution No. 92-20, a Resolution designating Crested Butte South As A Designated Dog Control Area; and

WHEREAS, the Board of County Commissioners has met and discussed current regulations relating to dog control and has determined that in the interests of promoting the health, safety, and welfare of the public, certain changes to existing regulations are in order.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County that this Resolution, including the rules and regulations set forth herein shall be in full force and effect thirty (30) days following the date of the adoption of the Resolution and, except as provided hereinafter, shall thereafter govern the control and licensing of dogs located in the unincorporated areas of Gunnison County.

1. Applicability

This Resolution shall be applicable to all dogs found to be in the unincorporated areas of Gunnison County and to all persons who shall own or keep a dog within all unincorporated areas of Gunnison County, effective thirty days after the adoption of this Resolution

2. Definitions.

Except as otherwise specifically indicated herein, the following definitions shall apply for purpose of this Resolution.

a. "Animal Control Officer" shall mean any sheriff, sheriff's deputy or other law enforcement officer whose jurisdiction includes any unincorporated area of Gunnison County.

b. "Board" shall mean the Board of County Commissioners of the County of Gunnison, Colorado.

c. "Bodily Injury" shall mean physical pain, illness or any impairment of physical condition

d. "Control" shall mean firm physical attachment to a secured restraint, such as a leash or similar tether not longer than ten (10) feet in length or confinement in a pen, cage, fence or motor vehicle.

e. "Designated Agent" shall mean any person authorized by the Board with responsibility to enforce this Resolution.

f. "Dog" shall refer to any animal of the canine species, regardless of sex.

g. "Keeper" shall mean any person, or the agent or servant of such person, who keeps or harbors a dog for thirty (30) days or less.

h. "Owner" shall mean any person or the agent or servant of such person, who keeps or harbors a dog for thirty (30) days or more.

i. "Running at Large" shall mean a dog in any unincorporated area of Gunnison County which is off of or away from the premises of its owner or keeper and not under control as more specifically set forth in Section 2d of this Resolution. A dog that is not under such control but is on private property with the prior permission of the owner of the property shall not be considered to be running at large.

3. License Required.

a. Every person who owns a dog more than four (4) months old within any unincorporated area of Gunnison County identified in Appendix A attached hereto and incorporated herein, except those who operate a pet shop, boarding kennel or veterinary business, shall obtain a Gunnison County license and rabies inoculation tag for each such dog annually. The rabies tag shall be firmly affixed to the collar or harness of the dog.

b. (i) No license and tag shall be issued until the owner of a dog shall exhibit to the Board or its designated agent a valid anti-rabies vaccination certificate indicating the dog has been vaccinated against rabies by a licensed veterinarian within the twelve (12) months preceding the date of application for dogs under three (3) years of age or within the twenty-four (24) months preceding the date of application for dogs three (3) years of age or older.

(ii) A valid anti-rabies vaccination certificate must contain at least the following information: (a) the name, address and telephone numbers (home and business) of the owner of the vaccinated dog; (b) the name and address of the veterinarian administering the vaccination; (c) the breed, age, color, name, sex and status as to spayed or neutered of the vaccinated animal; (d) date of vaccination and expiration thereof; (e) type of vaccine used, lot number and manufacturer; (f) the rabies vaccination tag number.

c. At any time a dog becomes four (4) months of age or, being a least four (4) months of age, is moved into the unincorporated area of Gunnison County identified in Appendix A, its owner shall obtain a license within the succeeding thirty (30) days.

d. Within thirty (30) days after a person moves a dog into any unincorporated area of Gunnison County identified in Appendix A, he shall have it inoculated with anti-

rabies vaccine unless he can demonstrate that the dog was inoculated in accordance with paragraph 3b of this Resolution.

4. Application for License.

An application for a license shall require the following:

a. A valid anti-rabies vaccination certificate as prescribed in paragraph 3, above;

b. Age of the dog;

c. Sex of the dog;

d. Whether the dog has been spayed or neutered;

e. Description of the dog including breed and color;

f. Name of the dog;

g. Identification number of the dog (if the dog is a guide dog for the physically handicapped);

h. Name, address and home and business phone numbers of the dog's owner.

5. License Fees.

a. Upon filing with and acceptance by the Board or its designated agent of an application for a dog license, the applicant shall pay an annual fee of twenty dollars ($20.00) for each non-spayed female or non-neutered male dog, and ten dollars ($10.00) for each spayed female or neutered male dog, except that no license fee shall be charged for guide dogs used by the blind, partially blind, the deaf or the partially deaf. Licenses for spayed female and neutered male dogs shall be issued only upon presentation of a certificate signed by a licensed veterinarian stating that the dog has been spayed or neutered.

b. License fees shall not be prorated.

c. Upon payment by the applicant of the requisite fee, the designated agent shall issue a receipt bearing the owner's name, address and phone number and the dog's license number, together with a metallic tag bearing the year of issue, County identification, and the license number corresponding to that shown on the receipt. Each owner or keeper shall be responsible for ensuring that the tag shall be worn by the dog at all times.

6. Expiration, Transfer of License.

a. All dog licenses, whether issued for a full year or less, shall expire on December 31 of each year. If the applicable fee for a new license is not paid before March 1, a penalty of five dollars ($5.00) shall be added thereto.

b. No dog license may be transferred from one owner to another or from one dog to another dog.

8. Dog Running At Large.

It shall be unlawful for any owner or keeper of a dog to fail to prevent the dog from running at large within any unincorporated area of Gunnison County except that for purposes of this paragraph, dogs actually working livestock, locating or retrieving wild game in season for a licensed hunter, or assisting peace officers, shall not be deemed out of control or running at large.

9. Seizure and Impoundment.

a. It shall be the duty of any animal control officer or designated agent of the County, as defined herein, to apprehend any dog found running at large, any dog in any unincorporated area of Gunnison County required to be vaccinated against rabies which is not vaccinated and/or is not wearing a current rabies inoculation tag, or any dog being owned or kept contrary to the provisions of this Resolution.

b. When any dog has been apprehended as provided for herein, the designated agent, as defined, may take any appropriate action, including but not limited to returning the dog to its owner, impounding the dog, and/or issuing a Summons and Complaint. If the dog is impounded, the designated agent shall make a reasonable effort to give notice of such impoundment to the owner or keeper, if known.

10. Impoundment Facility.

A facility maintained by the Board, a licensed veterinarian, a municipality, a licensed boarding kennel or a designated agent shall serve as an impoundment facility for the purpose of this Resolution.

11. Redemption of Impounded Dog.

a. Any impounded dog may be redeemed by its owner or keeper upon payment of an impounding fee equal to the actual cost incurred as a result of the impoundment and boarding.

b. Payment of impounding or boarding fees shall not be construed as payment of such fines as may be applicable for violation of the provisions of this Resolution, nor shall such payment be considered being in lieu of license fees.

c. No impounded dog which is required to be licensed or inoculated under the provisions of this Resolution may be redeemed until such licensing and inoculation is accomplished or ensured.

12. Sale or Other Disposal of Unredeemed Dogs.

The owner or keeper of any impounded dog shall be responsible for paying all impounding and boarding fees and redeeming such dog within five (5) days of impounding. Any owner or keeper of an impounded dog who does not claim or redeem the dog within five (5) days of

dog which is not claimed or redeemed during the five (5) day impounding period may be put up for adoption or humanely destroyed and buried or cremated, except that no dog, whose owner or keeper can reasonably be located from a license tag or other identification worn by the dog, shall be destroyed until a reasonable effort has been made to notify its owner or keeper.

13. Unlawful Taking or Release

a. It shall be unlawful for any person to take any dog from an enclosed lot, premises or building and deliver the dog to the impounding facility unless authorized to do so by the owner or keeper of the dog or as otherwise authorized by this Resolution.

b. It shall be unlawful for any person to open or cause to be opened any closed lot, premises, or building for the purpose of allowing a dog to run at large.

14. Violations, Penalties.

a. Any violation of any provision of this Resolution which does not result in bodily injury to any person shall be a Class 2 petty offense and, notwithstanding the provisions of Section 18-1-107, C.R.S. 1973, punishable, upon conviction, by a fine of not more than three hundred dollars, or by imprisonment in the County jail for not more than ninety days, or by both fine and imprisonment for each separate offense.

b. The following violations not involving bodily injury to any person by a dog may be handled by issuance of a penalty assessment notice pursuant to Section 16-2-201, C.R.S. and the following penalties shall apply:

1. The penalty for violation of any provision of Section 3 (License Required), shall be $20.00 for the first offense, $30.00 for the second offense, and $50.00 for subsequent offenses.

2. The penalty for violation of any provision of Section 8 (Dogs Running At Large), shall be $50.00 for the first offense, $150.00 for the second offense, and $300.00 for subsequent offenses.

3. The penalty for violation of any provision of Section 15 (Barking Dogs), shall be $30.00 for the first offense, $50.00 for the second offense, and $75.00 for subsequent offenses.

In the event the Animal Control officer chooses not to issue a penalty assessment notice or if the penalty assessment procedure is not authorized, the violator shall be issued a summons and complaint to appear in court and shall be subject to the penalties set forth in subsection a. of this Section 14.

c. Any violation of any provision of this Resolution which results in bodily injury to any person by a dog shall be a Class 2 misdemeanor, and any violator shall be punished as provided in Section 18-1-106, C.R.S. for each separate offense.

d. Nothing herein shall be construed to prevent impoundment of any dog under paragraph 9.

repeated barking, howling yelping or other noise which can be heard beyond the boundary of the property of such owner or keeper for more than twenty (20) minutes at any time of the day or night whether the dog is on or off the premises of the owner or keeper.

16. Enforcement

The provisions of this Resolution may be enforced by an Animal Control Officer as hereinabove defined or by a designated agent as hereinbefore defined.

17. Disposition of Fines and Forfeitures.

All fines and forfeitures for violation of any provision of this Resolution shall be paid over to the County Treasurer immediately upon their receipt.

18. Liability for Accident or Subsequent Disease from Impoundment.

Neither the Board of County Commissioners, its employees or agents, or persons authorized herein to administer or enforce the provision of this Resolution shall be held responsible for any accident, harm, or subsequent disease which may be suffered by a dog in connection with the administration or enforcement of this Resolution.

19. Contracts for Services.

The Board of County Commissioners may enter into such arrangements and contracts as are appropriate, necessary and permitted by law to provide for personnel, equipment and services required by this Resolution.

20. Captions.

The captions and paragraph headings used throughout this Resolution are for the convenience of reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision to or the scope of intent of this Resolution.

21. Severability.

If any provision of this Resolution or the application thereof to any party or circumstance shall to any extent be invalid or unenforceable, the remainder of the Resolution, or the application of such provision to parties or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Resolution shall be valid and be enforced to the fullest extent permitted by law.

22. Repealer.

The following are repealed effective thirty (30) days following the adoption of this Resolution:

a. Board of County Commissioners of Gunnison County, Colorado, Resolution No 92-10, a Resolution Concerning Control And Licensing Of Dogs; and

b. Board of County Commissioners of Gunnison County, Colorado, Resolution No 92-20, a Resolution Designating Crested Butte South As A Designated Dog Control Area.

INTRODUCED by Commissioner Starr, seconded by Commissioner Anderson, and adopted this 23rd day of April, 2002.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Fred Field, Chairperson

By _____
Jim Starr, Commissioner

By _____
Perry Anderson, Commissioner

Attest:

_____
Deputy County Clerk

APPENDIX A

1. Allen Home Sites, described in the records of the Gunnison County Clerk and Recorder at Reception No. 256589;

2. Crested Butte South, First Filing, described in the records of the Gunnison County Clerk and Recorder at Reception No. 280978;

3. Crested Butte South, Second Filing, described in the records of the Gunnison County Clerk and Recorder at Reception No. 281588;

4. Crested Butte South, Third Filing, described in the records of the Gunnison County Clerk and Recorder at Reception No. 282791;

5. Crested Butte South, Fourth Filing, described in the records of the Gunnison County Clerk and Recorder at Reception No. 291415.

DEPARTMENT OF ANIMAL CONTROL

FEES & FINES SCHEDULE

FEES:

Dog License	$10.00 (Altered) per year $20.00 (Not Altered) per year
Impound	Actual Cost
Subsistence	Actual Cost
Owner Request, Euthanasia	Transport plus Veterinarian Cost

FINES:

	1st offense	2nd offense	3rd offense	Subsequent offenses
All Fines:	$50.00	$150.00	$300.00	Court Appearance Habitual Offender

GUNNISON COUNTY
DEPARTMENT OF ANIMAL CONTROL
LICENSE APPLICATION

You may now license your dog by mail. To do so, fill out the following application completely, enclose $10.00 for an altered animal or $20.00 for an unaltered animal, and a stamped, self-addressed envelope and mail it to:

GUNNISON COUNTY SHERIFF'S OFFICE
200 North Iowa St.
Gunnison, Colorado 81230

Make checks payable to: Gunnison County Treasurer.

OWNER NAME: _____

OWNER MAILING ADDRESS _____

OWNER PHYSICAL ADDRESS _____

RESIDENCE PHONE # _____ WORK PHONE # _____

DOG NAME: _____ DOG AGE: _____

BREED: _____ COLOR: _____ SEX: M____ F____ ALTERED____

RABIES TAG #: _____ VACCINATION DATE: ____/____/____ EXPIRES: ____/____/____

VACCINATED BY _____ PHONE #: _____

DATE ALTERED: ____/____/____

ALTERED BY: _____ PHONE #: _____

QUESTIONS? CALL US AT 641-1113

Fill out this form in it's entirety. If you don't have the information enter an X in the blank provided

We will accept a photo copy of a current rabies vaccination or we return your original.

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1 of 4 R 21.00 D 0.00 N 0.00 Gunnison Cty Co

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RESOLUTION OF THE BOARD OF DIRECTORS
CRESTED BUTTE SOUTH PROPERTY OWNERS ASSOCIATION, INC.

MAY 14, 2003

RULES AND REGULATIONS REGARDING FINES INSTITUTED FOR VIOLATIONS OF THE COVENANTS AND RESTRICTIONS OF CRESTED BUTTE SOUTH, BYLAWS AND RULES AND REGULATIONS OF THE CRESTED BUTTE SOUTH PROPERTY OWNERS ASSOCIATION, INC.

WHEREAS, the Colorado Common Interest Ownership Act, Colorado Revised Statutes § 38-33.3-302 ("Act") authorizes a unit owners association, such as the Crested Butte South Property Owners Association, Inc ("Association") to:

A. Adopt and amend rules and regulations,

B. Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more unit owners on matters affecting the common interest community;

C Make contracts;

D. Impose charges for late payment of assessments,

E. Recover reasonable attorney fees and other legal costs for collection of assessments and other actions to enforce the power of the association, regardless of whether or not suit was initiated,

F Levy reasonable fines for violations of the covenants and restrictions, bylaws and rules and regulations of the Association after notice and an opportunity to be heard;

G. Exercise all other powers that may be exercised in Colorado by non-profit corporations;

H Exercise any other powers necessary and proper for the governance and operation of the Association.

WHEREAS, the Covenants and Restrictions of Crested Butte South recorded in Book 420 at Page 404 of the real property records of Gunnison County, Colorado, ("Covenants"), as amended, provide:

A That the Association has authority to adopt reasonable rules and regulations and provide such means and employ such agents as will enable it adequately and properly to carry out its duties,

B. That the Association is empowered to enforce the restrictions, covenants, conditions and charges set forth in the Covenants and Restrictions;

C That the Association is authorized to do such other things as will tend towards the welfare and benefit of Crested Butte South and the landowners therein;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CRESTED BUTTE SOUTH PROPERTY OWNERS ASSOCIATION, INC., that the following rules and regulations are hereby adopted:

1. As used herein,

1.1 "Lot Owner" shall mean any record owner of a lot in Crested Butte South as shown in the real property records of Gunnison County, Colorado.

1 2 "Unit Owner" shall mean any record owner of a condominium unit in Crested Butte South as shown in the real property records of Gunnison County, Colorado.

1.3 "Renter" shall mean any person(s) or entity who is a guest, renting or leasing a Residence or Unit in Crested Butte South whether short term or long term from any Lot Owner, Unit Owner or agent thereof.

2 Unless a Lot Owner or Unit Owner charged with a violation of any of the Covenants, Restrictions, Bylaws, or Rules and Regulations pays all applicable fine(s) and expense(s) under Section 4 of this Resolution and waives the right to a hearing, no fine shall be imposed for a violation until after a notice of hearing has been sent to the Renter, Unit Owner or Lot Owner, and an opportunity to be heard has been provided to establish the nature of the violation(s) and the amount of the fine(s) to be levied

2.1 Except at otherwise provided in Section 2, notice of hearing shall be mailed by certified mail, return receipt requested and first class mail, at least 14 days prior to the hearing to the last known addresses of the Lot Owner, the Unit Owner and, if applicable, the Renter. A notice of hearing shall also be delivered to an occupant of, or posted in a conspicuous location on the Lot or Unit Owner's Lot.

2.2 The notice of hearing shall contain at least the following information:

A The name and address of the Lot Owner.

B. The legal description of the Lot or Unit.

C. A description of each alleged violation.

D. The date, time and location of each alleged violation.

E. The date, time and location of the hearing.

F. The amount of the proposed fine(s) to be levied for the violation(s).

G. An estimate of the expenses, including, without limitation, reasonable attorney fees and costs, that will be expended by the Association and charged to the Lot Owner or Unit Owner in connection with the alleged violation(s).

H A notice that failure to pay the applicable fine(s) and reimburse the Association's expenses will result in the recording of a Notice of Lien encumbering the Lot Owner's Lot or Unit Owner's Unit.

2.3 At the hearing, the Association's board of directors shall:

A. Hear evidence of the violation(s);

B. Afford the Unit Owner, Lot Owner and, if applicable, Renter, an opportunity to present evidence or dispute evidence of the violation(s);

C. Determine whether or not a violation has been established by a preponderance of the evidence;

D Establish an appropriate fine for each violation, and

E. Establish the amount of expense incurred by the Association in connection with the violation(s) which should be charged to the Lot Owner or Unit Owner, and, if applicable, Renter.

3 The Association shall have the right to institute an action in court to compel compliance with or abate a violation of the terms and provisions of this Resolution and any Covenant, Restriction, Bylaw or Rules and Regulations or to obtain damages and/or any other remedy available at law or in equity.

4 Each violation shall subject the Unit Owner, Lot Owner and Renter to joint and several liability to pay the following to the Association:

4 1 A fine of $50.00 per violation. Each week that a violation exists shall be deemed a separate violation; provided, however, that the Association shall have discretion to waive all or part of the fine depending upon the frequency, nature and/or severity of the violation, the attitude and cooperation of the Lot Owner or Unit Owner or any other factor which reasonably bears on the amount of an appropriate fine.

4 2 All staff time and expense incurred in identifying, documenting and prosecuting violation(s) of any Covenant, Restriction, Bylaw or Rule or Regulation.

4 3 All attorney fees and expenses incurred by the Association in identifying, documenting and prosecuting violation(s) of any Covenant, Restriction, Bylaw or Rule or Regulation

4 4 All costs and expenses, including reasonable attorney fees and costs, incurred by the Association to draft and record a Notice of Lien hereunder.

4.5 All costs and expenses, including reasonable attorney fees and costs, incurred by the Association to foreclose a Notice of Lien filed hereunder or to enforce compliance with the terms and provisions hereof or to recover fines, expenses and/or damages hereunder.

5. In the event that the Association modifies its Bylaws to authorize fines in excess of $50 00 per violation, the fine provided for in section 4, above, shall be modified as follows:

5 1 The first violation shall be subject to a $100 00 fine

5.2 The second violation shall be subject to a $150 00 fine.

5.3 Each subsequent violation after the third violation shall be subject to a $200.00 fine.

6 The terms and provisions set forth herein and the remedies provided for herein shall be cumulative and in addition to any other remedies available to the Association under any other resolution or rule or regulation of the Association any resolution or regulation of Gunnison County, Colorado, any statute of the State of Colorado or any other rule of law

7. This Resolution, to the extent possible, shall be construed so as to give validity to all of the provisions hereof. If any provision of this Resolution is determined to be invalid, unenforceable or prohibited by any court, the same shall not affect any other provision or section hereof and all other provisions and sections shall remain in full force and effect.

8. Upon approval of this Resolution by the Association's board of directors.

8.1 A copy of this Resolution shall be recorded in the real property records of Gunnison County, Colorado, at which time this Resolution shall become effective.

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4 of 4 R 21.00 D 0.00 N 0.00 Gunnison Cty Co

8.2 A copy of this Resolution shall be given or mailed to the owner of each Lot or Unit, who shall be responsible for informing his or her Renter of its terms.

8.3 A copy of this Resolution shall be mailed to all owners of property in Crested Butte South with the next general mailing to property owners.

ADOPTED by the board of directors of the Crested Butte South Property Owners Association, Inc at its regular meeting held on the 14th day of May, 2003.

By: Daniel Rubinoff, President

By: _____, Secretary

Michael Cooper

CRESTED BUTTE SOUTH

COVENANTS AND RESTRICTIONS
Book 420 page 404
Date: August 20, 1970
Filed: August 26, 1970
Reception No. 280965

THIS INDENTURE, made and entered into this 20th day of August, 1970, by this CRESTED BUTTE LAND COMPANY (hereinafter the "Company"), a Colorado corporation, having ownership of a tract of ground designated as Crested Butte South to be platted as a subdivision, more particularly described as:

Those portions of the NW1/41SW1/4 and the N1/2 of Section 27, lying west of the Cement Creek road, as well as all of the N1/2NE1/4 of Section 28, and the E1/2SE1/4 and the SE1/4NE1/4 of Section 21, and the W1/2SW1/4 and the SW1/4NW1/4 of Section 22, all in Township l4 South, Range 85 West, 6th P.M. in Gunnison County, Colorado.

WHEREAS, the Company is causing the above mentioned land to be platted into lots and blocks as shown on various plats, recorded or to be recorded, but all nevertheless subject to the provisions of the Indenture as fully as if now recorded, all to be filed in the office of the Clerk and Recorder of Gunnison County, Colorado; and

WHEREAS, the Company intends to develop and improve the said tract of land and lay out and open up the streets shown on said plats, and offer for sale the lots and parcels included in said tract; and is desirous of subjecting all of said tract of land and the lots and parcels shown on said plats to certain covenants, easements, restrictions, conditions and charges, as hereinafter set forth;

NOW, THEREFORE, WITNESSETH that the Company does hereby impose and charge all lots, blocks and parcels in Crested Butte South, with the covenants, agreements, easements, restrictions, conditions and charges hereinafter set out, for the benefit of the Company and all purchasers; and with the intention that each purchaser and the Company may enforce the provisions hereof, as follows (streets and roads and certain lots and parcels excepted):

1.00 DEFINITIONS

1.01 As used herein, the following terms shall be construed to have the meaning set forth thereafter:

1.01-1 "Owner" shall mean any person or combination of persons; firm; partnership; or corporation owning any lot or lots in fee.

1.01-2 "Purchaser" shall mean any person or combination of persons; firm; partnership; or corporation holding the right to receive fee ownership by means of a contract for purchase of any lot or lots.

1.01-3 "Lot" shall mean any platted lot within Crested Butte South; or any combination or contiguous lots therein upon which a cluster development declaration has been recorded.

1.01-4 "Committee" shall mean the Crested Butte South Improvement Committee.

1.0 l-5 "Residential unit" shall mean living quarters or a dwelling designed to accommodate a one family unit and containing at least one bedroom; one bathroom, one living room and one kitchen.

1.01-6 "Cluster development" shall mean the assembly of two or more adjoining residential lots into one parcel for the purpose of constructing one structure containing not more than the total number of residential units which could have been built on all of the lots so united.

SCANNED

1.01-7 "Commercial lots" shall mean those lots designated as commercial property therein and of which the usage is restricted to trade or business.

1.01-8 "Dwelling place" shall mean a structure containing one or more residential units.

1.01-9 "Person" shall mean any person, combination of persons, firm, company, association or corporation.

2.00 IMPROVEMENT COMMITTEE

2.01 There is hereby created the Crested Butte South Improvement Committee, which shall be the Company until such time as 100 of the lots in Crested Butte South have been deeded to their owners, at which time the Company shall appoint four of said purchasers to serve on the Committee with the Company, two of which shall serve for one year, and the balance for two years. Thereafter the four other members of said Committee shall be elected by all the landowners in Crested Butte South for two-year terms, and when 80% of all lots in Crested Butte South are deeded to their owners, the Company shall resign from the Committee and thereafter the Committee shall consist of five persons.

2.02 The Committee may make and adopt its own bylaws for procedure; and it shall have the following powers and duties:

2.02-1 To incorporate as a non-profit corporation or association.

2.02-2 To fill vacancies occurring on the Committee.

2.02-3 To adopt such reasonable rules and regulations and provide such means and employ such agents as will enable it adequately and properly to carry out its duties.

2.02-4 To approve, or recommend changes in, building plans and specifications, grading, business signs and related matters.

2.02-5 To disapprove unsatisfactory plans and specifications.

2.02-6 To determine, collect, expend and account for monies of the Maintenance Fund as provided elsewhere herein.

2.02-7 To provide for lighting, improving, clearing and maintaining walks, streets and parks.

2.02-8 To provide for the collection and disposal of trash and rubbish.

2.02-9 To employ watchmen and fire marshals.

2.02-10 To care for vacant and unattended land on which the maintenance charge is being paid; and do those things desirable, in the opinion of the Committee, to keep such property in good order.

2.02-11 To do such other things as will tend toward the welfare and benefit of Crested Butte South and the landowners therein.

2.02-12 To enforce the restrictions, covenants, easements, conditions and charges herein contained.

2.02-13 To hold land and convey the same.

3.00 MAINTENANCE FUND

3.01 All land included and shown on the plats of Crested Butte South (except land reserved for community uses and purposes), whether owned by the Company or by others, shall be subject to an annual maintenance charge as set forth below. A purchaser of any lot within Crested Butte South who has not received a deed, but who has the right to receive one under a contract, shall be deemed an owner for the purposes of this section only.

3.02 Such annual maintenance charge shall be at the rate of $40.00 per year for each single family dwelling; $50.00 per year for each residential unit in a multi-family dwelling; $8.00 per year for each unimproved lot; and $100.00 per year for each commercial lot with a structure on it. Block 6 shall be considered to have 20 lots upon it for the purpose of this section.

3.03 The annual maintenance charge shall be payable each year hereafter commencing January 1, 1971, annually in advance, for the purpose of creating and maintaining a fund to be known as the Maintenance Fund. Such annual charge may be adjusted from year to year by the Committee in its absolute discretion as the needs of the Committee may require; but in no event shall any increase exceed 10% in any year without the affirmative vote of a majority of the then owners of lots, each owner being entitled to cast one vote for each lot owned by him.

3.04 The Committee shall apply the funds thus received, so far as the same may be adequate, to its costs and expenses in performing its duties. The Committee need not duplicate any service available from any governmental agency, public authority or improvement district.

3.05 The annual charge for maintenance shall be a lien or encumbrance on the land against which assessed, and the purchase of any such land shall be construed as a covenant to pay such charges. The Committee shall have the right and power to enforce the lien hereby imposed in its favor, to the same extent (including foreclosure and sale) and subject to the same procedure, as in the case of a mortgage under the applicable law; and may recover costs and attorney fees, as well as interest at the rate of 8% per annum from March 1 of the year in which due. The Committee shall send a written statement each year as soon as practicable stating the amount of the annual charge and unless the purchaser or owner shall pay the same by March 1, it shall be deemed delinquent. The lien reserved hereunder shall be subordinate to any trust deed, mortgage or mechanic's lien insofar as priority at any given time is concerned; but the same shall be a continuing lien and may be enforced against any successor in interest.

3.06 Prior to beginning to serve, the Committee members (including the Company) shall accept in writing the trust, duties and obligations imposed by this Indenture, and agree to discharge the same without charge for their services provided, that until the full Committee is formed and functioning, for the collection and disbursement of the Maintenance Fund hereby established, and for the overhead and clerical expense in connection with the administration thereof, the Company shall be entitled to charge 15% of the amount of the expenditures made by it from said funds, including such expenditures as payment to the Company at current market prices for labor and material furnished and work done by it.

3.07 The Committee shall exercise its discretion as to the expenditures from said Fund for any of the purposes anticipated, and its judgment in that regard shall be conclusive on all parties. The Committee does not insure or guarantee the adequacy of the Fund provided for hereby for the purposes hereinbefore set forth.

3.08 Any or all of the rights, duties or powers hereby reserved to the Company or the Committee may be assigned or transferred to any one or more public bodies, improvement districts, associations or corporations which will agree to assume said rights and duties and carry out and perform the same. Any such transfer shall be evidenced by an instrument of record evidencing the transfer and the acceptance, and obligating the transferee to the duties herein imposed, the Company and/or the Committee thereby being released there from.

4.00 ARCHITECTURAL CONTROL

4.01 No building, structure, wall, fence, or addition or exterior alteration to any building, structure, wall or fence shall be commenced, erected or maintained unless and until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, location and approximate cost of the same shall have been submitted to the Committee for its consideration and approval or disapproval in writing.

4.02 All structures shall be designed by a registered architect or professional engineer, or an equally qualified person or firm.

4.03 The Committee shall review all plans and specifications with regard to quality, materials and color; topography, setback, finished grade elevation, driveways, planting and parking facilities; as well as harmony of exterior design with existing or planned structures adjacent thereto.

4.04 No metal, plastic, asbestos or asphalt siding materials shall be permitted on other than roof surfaces; but the Committee may grant variances in appropriate cases.

4.05 The event said Committee fails to act within 30 days after said plans and specifications have been submitted to it; such approval will not be required and this covenant deemed complied with. No person, however, shall commence any such construction after notice of disapproval or until 30 days have elapsed from time of submission of the plans and specifications; and the Committee may proceed by such means as it deems best advised to enforce the provisions hereof if a violation of these provisions occurs.

5.00 LAND USE

5.01 With the exception of those areas designated as Commercial Lots, or set aside for community purposes, all lots shall be known and designated as residential lots; and no structure shall be permitted or placed, or altered or erected on any such lot in violation of the requirements hereof. Only single or multi-family dwelling places, not exceeding two stories in height, plus any garden-level basement or first story, may be erected or placed; together with a private garage, attached or unattached, for not more. than two vehicles for the first residential unit, and one vehicle for each additional residential unit. Nothing herein contained shall prevent the placement of a child's playhouse of reasonable size and location, and neat appearance.

5.02 Only one structure for use as a dwelling place shall be constructed on any lot or cluster development. One outbuilding which may be a garage or storage building or a combination of the two may also be constructed.

6.00 NON-RESIDENTIAL AREAS

6.01 All of the land in Crested Butte South, except as hereinafter provided, shall be used for residential purposes only. Certain lots and blocks may be devoted in whole or in part to use as a business or shopping center, and buildings may be erected thereon and activities carried on thereon of a business or commercial nature, excluding any manufacturing. Such areas shall be bound by the setback provisions hereof; and all such parts of Crested Butte South shall be identified on the recorded plat.

6.02 Buildings for non-commercial and community purposes (educational, recreational, fire and police protection or other civic purposes) may be erected on Lot 1, Block 5; and Block 7, designated "Reserved for Community Uses and Purposes"; provided, however, that no building or structure shall be erected or maintained thereon until there shall have been brought into being an agency or body capable of receiving such land, and the Committee shall have executed its deed conveying such land to such agency or body designating the community use to which the same shall be put.

7.00 TEMPORARY STRUCTURES PROHIBITED

7.01 No basement, mobile home, trailer, tent, shack, garage, barn or any outbuilding erected on any lot at any time shall be used as a residence permanently or temporarily; nor shall any structure of temporary nature be used as a dwelling. No trailer capable of habitation or containing living quarters shall be parked on any lot or street governed hereby for more than one consecutive overnight period; provided, however, that a trailer or trailers, used temporarily by a construction contractor or sub-contractor as an office, supply facility, tool room or warehouse, may be located on any lot during the actual period of construction on that lot, but not to exceed a total of 90 days.

8.00 ANIMALS

8.01 No animals, livestock or poultry of any kind shall be raised, kept or bred on any lot in Crested Butte South; except that a reasonable number of family dogs, cats, birds and fish may be kept provided that they are not kept or bred for any commercial purpose, nor allowed to annoy others.

9.00 SETBACK REQUIREMENTS

9.01 No building, or any part thereof, except as otherwise provided herein, shall be erected or maintained closer than 25 feet to any street, nor closer than 25 feet to the rear line of any lot.

9.02 Free or open spaces shall be left on both sides of a residential structure of a minimum of ten feet in width; provided, however, that a dwelling place may extend across lot lines into two or more lots.

9.03 Unenclosed covered porches or entryways, entrance steps, bay windows, balconies, and roof overhangs shall not be included in determining setbacks if the same do not extend more than six feet from the basic structure.

9.04 The Committee shall in all cases have the right to determine which are the front and rear lot lines, and to grant variance of the above in the case of irregularly shaped lots or unusual conditions. The Committee's determination shall be final and binding.

10.00 MINIMUM SIZE

10.01 No residential structure which has an area of less than 1,500 square feet, exclusive of porches, garages and basements, if a single family residence; or less than 800 square feet per residential unit, not including porches, garages and basements, if a multi-family structure, shall be erected or placed on any lot or cluster development.

11.00 NO CONSTRUCTION IN ABSENCE OF WATER AND SEWER

11.01 No structure shall be built on any lot until the road, water and sewer adjacent to the lot involved shall be installed and functional, nor shall any individual water supply or sewage disposal system be permitted on any lot. All residential structures shall be connected to the water and sewer system provided.

12.00 SIGHT DISTANCE AT INTERSECTIONS

12.01 No fence, wall, hedge, shrub or structure which obstructs sight lines at elevations between two and six feet above the adjacent road surface shall be permitted to remain on any corner lot within the triangular area formed by the intersecting street property lines and a line connecting them at points 25 feet from the intersection of such lines, unless variance is granted by the Committee. Nothing herein contained shall require the removal of earth to conform hereto.

13.00 PARKING

13.01 No automobiles, trailers, trucks, snowmobiles or other vehicles or objects of any nature shall be parked on or in any street or road governed hereby while there is any discernible snow upon adjacent non-

public ground. The owner of every lot shall provide off-street parking for two vehicles for the first residential unit and one additional space for each additional unit.

14.00 CLUSTER DEVELOPMENT

14.01 Nothing herein contained shall prevent the assembly of lots by any common owner for the purpose of cluster construction. Such owner shall record his declaration of cluster usage, in form as hereafter provided, and thereafter the lots described by such declaration shall be considered and treated as one parcel or lot.

14.02 After recording such declaration, a cluster dwelling place may be constructed anywhere thereon, having regard to setback and height. requirements and plan approval by the Committee.

14.03 With the exception of appropriate garage structures, no other buildings may thereafter be erected anywhere on the parcel bound by the cluster declaration. No variance may be granted by the Committee.

14.04 Form of Cluster Declaration:

CLUSTER DECLARATION

The undersigned, for myself and for my heirs, successors, personal representatives and assigns, do hereby declare my election to group Lots _____, inclusive, Block _____, Crested Butte South, ____ Filing, into one plot, to be henceforth maintained as one parcel, in order that I may build thereon one structure containing a maximum number of residential units totaling the number permitted on each separate lot in the absence of this declaration, multiplied by the number of lots bound hereby. I hereby forever waive and disclaim any right to construct any other residential units on said parcel or to separate the same, binding my heirs, personal representatives, successors and assigns hereby; and agree that all other restrictive covenants applicable to the land involved shall continue in full force and effect.

STATE OF COLORADO)
County of _____) ss.

The foregoing was acknowledged before me this _____ day of _____, 19____.

_____
Notary Public

My Commission expires:

15.00 UTILITY EASEMENTS

15.01 An easement for the placement and servicing of utilities, eight to ten feet in width, is reserved across the front and/or rear of each lot, and along the sidelines of some lots, as shown in the recorded plat.

15.02 The owner of each lot shall, at his own cost and expense, keep and maintain that portion of the easement within his own property line at all times in good condition of repair and maintenance, and neither erect nor permit the erection of any building or structure of any kind within said easement which might interfere in any way with the proper maintenance, use, operation, repair, construction or patrol of any utility services located therein.

15.03 Any utility company or improvement district with facilities therein shall have the right to enter said easement as necessary for the purposes for which such easements are provided.

15.04 Any easement platted may be vacated by the Committee to permit cluster development; provided that the owner of the lot or lots involved grants an equivalent or commensurate easement providing similar access for utilities and connecting with other similar easements.

16.00 LOCATION OF UTILITIES

16.01 All utilities shall be located underground; and no wire, pipe or pole (except poles for street lighting) shall be visible.

16.02 No radio or television aerial or cable shall be installed or maintained where visible from the exterior of any building.

17.00 FILL DIRT

17.01 Where fill is necessary on a building site to obtain proper topography and landscaping, it shall be free of waste material and not contain trash, garbage, ashes or tree limbs or stumps. Any excess earth remaining after excavation shall be removed from the building site and deposited within Crested Butte South where directed by the Committee at the expense of the lot owner.

18.00 LOT APPEARANCE

18.01 The appearance of every lot governed hereby shall be maintained in a neat and attractive manner. Once the surface cover thereof is disturbed or changed in any manner, the owner or purchaser thereof shall be responsible to see that grass is kept mown; trash and/or garbage is kept in covered containers emptied at reasonable intervals; and the lot kept free of weeds, trash, litter, refuse, garbage and any unsightly growth. No billboard, advertising sign or device, or other unsightly object shall be erected, placed or suffered to remain on any lot, nor shall any premises be used in any manner which would disturb the quiet or endanger the health of the adjoining landowners; provided, that one sign of not more than six square feet used to advertise the property for sale or rent may be posted at any time.

19.00 TREES AND SHRUBS

19.01 No tree with a diameter of two inches or more measured four feet above the grounds, nor any shrub of three feet in height, shall, without approval of the Committee, be cut down, destroyed, moved or disfigured; and all existing trees and shrubs shall be protected during construction and preserved by proper wells and grading, as approved by the Committee.

20.00 NO RESUBDIVISION

20.01 No lot governed hereby shall be subdivided, including parcels on which a cluster declaration has been recorded, except that the owner thereof may convey condominium estates in any multi-family structure pursuant to the provisions of CRS 1963 118-15-1, et seq., as amended.

21.00 CHANGE OF GRADE OR DRAINAGE

21.01 No change in the grade or drainage of any lot shall be made which would affect any adjoining lot without the written consent of the owner or owners of said adjoining lots and the approval of the Committee.

22.00 FENCES

22.01 No fence shall be erected or maintained within 15 feet of any street or road; nor shall any fence exceeding three feet in height be erected or maintained without the approval of the Committee.

23.00 HEATING FACILITIES

23.01 No structure shall be equipped with any heating apparatus which uses any but smoke-free fuel; but any structure may contain not more than one fireplace per residential unit, provided the same is not a primary heat source.

23.02 Bottles, tanks, or other storage containers for fuel must be concealed from view by fencing, an enclosure, or other satisfactory means.

23.03 Each structure must be connected to and supplied from any central fuel system installed or provided; and any fuel tanks or bottles must be removed within 30 days after fuel from a central system is available.

24.00 COMMERCIAL PROPERTY

24.01 Those lots so marked on the recorded plats affected hereby are designated as commercial property. All of the structures erected on any of said lots or blocks shall be for trade or commercial purposes; and the setback requirements contained elsewhere herein shall not be applicable to said lots and blocks.

24.02 Signs of a nature to adequately disclose the proprietor's business shall be attached to the structure on any of said lots, providing such signs are of a common type approved by the Committee. No flashing, moving, animated or neon signs will be permitted; nor any sign which extends above the roof line or the structure upon which erected. No sign shall exceed 50 square feet; but nothing shall prevent dignified window lettering.

24.03 No structure on a commercial lot shall exceed two stories in height, exclusive of chimneys.

24.04 Off-street parking shall be provided by each lot owner, either alone or in concert with other commercial property owners.

25.00 ENFORCEMENT AND AMENDMENT

25.01 The provisions hereof shall run with and bind the land and shall be enforceable by the Company, and the Committee or any owner of land affected hereby.

25.02 If any person in possession of any lots bound hereby violates or attempts to violate any of these covenants, it shall be lawful for any other person owning land governed hereby to prosecute such proceedings in the appropriate Court to prevent violation and to enforce the provisions hereof.

25.03 The failure of any person to enforce any of these restrictions shall not be deemed a waiver of breach hereof by any other person, nor of any prior or subsequent breach.

25.04 Any of the covenants, restrictions, charges and duties herein contained may be altered, repealed, amended or changed by vote of a majority of the owners of land bound hereby, Any such change shall be evidenced by the recording of an appropriate instrument in writing executed by a majority of the then owners of lots affected.

26.00 SEVERABILITY

26.01 If any provision hereof be held invalid, or the application of any provision to any person, firm or corporation or any circumstance be unenforceable, such provision shall be severable; and the remainder hereof remain in full force and effect as though the invalid portion had not been included herein.

IN WITNESS WHEREOF, the Crested Butte Land Company has caused these presents to be signed by Roger Cisneros, its President, and its corporate seal attached hereto, attested by Nancy J. Morrison, its Secretary.

CRESTED BUTTE LAND COMPAWY

By /s/ Roger Cisneros
President

ATTEST:

/s/ Nancy J. Morrison
Secretary

CRESTED BUTTE
LAND COMPANY

-SEAL-

COLORADO

STATE OF COLORADO)
City and County of Denver) ss.

BE IT REMEMBERED that on this 20th day of August 1970, personally appeared before me, a Notary Public of the State of Colorado, Mr. Roger Cisneros, President of the Crested Butte Land Company, and Miss Nancy J. Morrison, Secretary of said Company, and acknowledged the foregoing Indenture as the act and deed of the said Company; and in my presence affixed the seal of said Company and their signatures hereto; and acknowledged their said signatures.

(SEAL)

My commission expires: 3-24-73

/s/ R. M. Huckeby
Notary Public

AMENDMENT TO
COVENANTS AND RESTRICTIONS
CRESTED BUTTE SOUTH

THIS AMENDMENT TO COVENANTS AND RESTRICTIONS OF CRESTED BUTTE SOUTH is executed this _____ 31a04 of March, 2004 by the Crested Butte South Property Owners Association (the "Association"), a Colorado non-profit corporation as follows:

1. FACTS AND PURPOSES.

1.1 The Covenants and Restrictions of Crested Butte South were recorded August 26, 1970 in Book 420 at page 404 of the real property records of Gunnison County, Colorado. Amendments to the Covenants and restrictions were recorded May 1, 1996 in Book 782 at pages 202 through 205, and January 21, 1983 recorded in Book 589 at page 304 (the "Amendments") of the real property records of Gunnison County, Colorado. The Covenants and Restrictions as amended by the Amendments are collectively referred to as the "Covenants."

1.2 The Covenants encumber certain real property in Gunnison County, Colorado, more particularly described therein.

1.3 Pursuant to Section 25.04 of the Covenants and C.R.S. §38-33.3-302, the Covenants may be altered, amended or changed by a vote of the majority of the owners of land bound thereby evidenced by the recording of an appropriate instrument in writing executed by a majority of the then owners of lots affected.

1.4 Accordingly, the members of the Association have agreed to amend the Covenants.

2. AMENDMENT. Section 2.02 is hereby amended by adding the following provision:

2.02-14 To appoint a Sub-Committee to carry out the powers and duties authorized under Sections 2.02-4 and 2.02-5.

3. AMENDMENT. Section 25.01 is hereby amended to read as follows:

25.01 The provisions hereof shall run with and bind the land, including all blocks, lots, and any subdivision thereof in all filings of Crested Butte South, and shall be enforceable by the Crested Butte South Property Owners Association, the Committee, now known as the Board of Directors of the Crested Butte South Property Owners Association, or any Owner of any Block, Lot, or subdivided unit contained thereon, within Crested Butte South.

4. AMENDMENT. Section 25.04 is hereby amended to read as follows:

25.04 Any of the covenants, restrictions, charges, and duties contained in the Covenants and Restrictions may be terminated, changed, modified, amended, or added to, in whole or in part, upon the affirmative vote of a majority of the Owners that vote on the proposed amendment, provided that at least 40% of the Owners of Blocks, Lots, or subdivided units, in Crested Butte South vote thereon. Any such amendment shall be by an instrument duly executed, acknowledged and recorded in the records of Gunnison County, Colorado, and upon such recording shall be for the benefit of and be binding on all Owners of Blocks, Lots, and subdivided Units within Crested Butte South. The President and Secretary of the Association shall certify in a notarized affidavit that the amendment was adopted and approved in accordance with the provisions of this Section 25.04 and such certification shall be conclusive proof that the Amendment was duly adopted in proper form.

5. AMENDMENT. The first paragraph of Section 20.01is hereby amended to read as follows:

20.01 No lot governed hereby shall be subdivided, including parcels on which a cluster declaration has been recorded, except that the owner of a lot may convey condominium or townhome estates in any multi-family structure.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Declaration of Covenants and Restrictions of Crested Butte South the effective date first above written.

CRESTED BUTTE SOUTH PROPERTY OWNERS ASSOCIATION, a Colorado non-profit corporation

By:_____
Gene Mason, President

By:_____
Carol Lynn Tiegs, Secretary

STATE OF COLORADO_____)
)ss.
County of _____)

The foregoing was acknowledged before me this_____ 31a04 of March, 2004, by Gene Mason as President and Carol Lynn Tiegs as Secretary of Crested Butte South Property Owners Association, a Colorado non-profit corporation.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PIONEER PLAZA COMMERCIAL TOWNHOMES

This Declaration of Covenants, Conditions and Restrictions for Pioneer Plaza Commercial Townhomes ("Declaration") is made this 21th day of June, 2005 by Eric B. Roemer, James Michael Marra and William Oberling ("Declarant").

Recitals

A. Declarant is the owner of certain real property situated in the County of Gunnison, State of Colorado, which is more particularly described on attached **Exhibit A** ("Property").

B. Declarant desires to create a common interest community pursuant to the Colorado Common Interest Ownership Act, Colorado Revised Statutes §38-33.3-101 et. seq. (the "Act") under the name of Pioneer Plaza Commercial Townhomes.

C. Declarant desires to divide the Property and the improvements thereon into townhome units ("Units").

D. Declarant will convey unimproved and/or improved Townhome Units as townhomes which may or may not be connected by party walls and subject to certain protective covenants, conditions, restrictions, reservations, lien rights and charges as set forth in this Declaration and on the Map.

Now, therefore, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, reservations, restrictions, liens, charges, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with title to, the real property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. This Declaration shall, to the extent possible, be subordinate at all times to the Master Declaration and shall be interpreted in a manner consistent with the Master Declaration. In the event of a conflict between the Association Documents and the Master Declaration or any of the other documents governing the operation of the Master association, the more restrictive provision shall control.

ARTICLE 1

Scope of the Common Interest Community and Association; Description of Unit/Definitions

1.1 **The Common Interest Community**. The name of the Common Interest Community is Pioneer Plaza Commercial Townhomes. It is a planned community.

1.2 **The Association**. The name of the Association is Pioneer Plaza Commercial Townhomes Association, Inc.

1.3 **Maximum Number of Units**. The Common Interest Community contains twenty-two Units. The Declarant reserves the right to create a maximum of fifty Units.

1.4 **Description of Units**. Every instrument affecting the title to a Unit may describe that Unit as follows:

> Unit ____, Pioneer Plaza Commercial Townhomes, according to the Map thereof bearing Reception No. 555753 and the Declaration of Covenants, Conditions and Restrictions for Pioneer Plaza Commercial Townhomes bearing Reception No. 555752 of the Gunnison County, Colorado records, 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 Unit and all other appurtenant properties and property rights and incorporate all of the rights, duties, limitations and burdens incident to ownership of a Unit as described in this Declaration. Upon annexation of additional Units as provided in this Declaration, such additional Units shall be described by their Unit identification number according to the recorded Map for such additional Units.

1.5 **Identification of Units**. The identification number of each Unit is shown on the Map.

1.6 **Unit Boundaries**. The boundaries of each Unit are as shown on the Map.

1.7 **Definitions**. The following words when used in this Declaration shall have the following meanings:

1.7.1 "Act" means the Colorado Common Interest Ownership Act, Colorado Revised Statutes Sections 38-33.3-101 et. seq.

1.7.2 "Association" means the Pioneer Plaza Commercial Townhomes Association, Inc., a Colorado non-profit corporation, its successors and assigns.

1.7.3 "Association Documents" means this Declaration, the Articles of Incorporation, the Bylaws, the Map, the Design Guidelines, and any procedures, rules, regulations or policies adopted under such documents by the Association.

1.7.4 "Common Elements" or "Common Areas" means any property within the Project which is not a Unit or a Limited Common Element, including easements or leasehold interests, which the Association has an obligation to maintain. The Common Elements initially owned by the Association upon execution of this Declaration by Declarant are described in attached **Exhibit B.**

1.7.5 "Executive Board" means the governing body of the Association.

1.7.6 "Limited Common Elements" means a portion of the Common Elements allocated by this Declaration, the Map, or by operation of the Act for the exclusive use of one or more Units but fewer than all of the Units.

1.7.7 "Map" means the Map of Pioneer Plaza Commercial Townhomes as recorded in the Gunnison County, Colorado records, County of Gunnison, State of Colorado, together with such additional Maps of the properties described in **Exhibit C** as may be annexed into the Project and the Association.

1.7.8 "Master Association" means the master owners' association for the entire Crested Butte South subdivision.

1.7.9 "Master Declaration" means the Covenants and Restrictions of Crested Butte South bearing reception number 280965 of the Gunnison County, Colorado records, County of Gunnison, State of Colorado, as amended from time to time.

1.7.10 "Master Plat" mean the Plat of Crested Butte South, Second Filing, bearing reception number 281588, of the Gunnison County, Colorado records, County of Gunnison, State of Colorado.

1.7.11 "Owner" means the owner of record, whether one or more persons or entities, of fee simple title to any Unit, and "Owner" also includes the purchaser under a contract for deed covering a Unit with a current right of possession and interest in the Unit.

1.7.12 "Owner's Agent" means members of the Unit Owner's family, or the Unit Owner's agent, employee, invitee, licensee or tenant, or the agent, employee, invitee, licensee or tenant of the Unit Owner's tenant.

1.7.13 "Project" means the Pioneer Plaza Commercial Townhomes, and shall have the same meaning as the term "Common Interest Community" in the Act.

1.7.14 "Unit" means each platted lot which is a physical portion of the Project, other than common elements, designated for separate ownership or occupancy, the boundaries of which are described on the Map.

ARTICLE 2

Party Walls

2.1 **Party Wall Maintenance**. The walls that are constructed as a common part of adjacent townhome Units and which are located between such townhome Units constitute party walls, as shown on the Map. Except as is otherwise provided herein, the cost of reasonable repairs, maintenance and replacement of each party wall shall be the joint expense of the Owners of the Units adjacent to such wall.

2.2 **Finished Surface Maintenance**. Except as otherwise provided herein, the cost of repairs and maintenance of the finished surface of the party wall located within a Unit shall be the sole expense of the Owner of that Unit.

2.3 **Damage to Party Wall**. If the party wall is damaged or destroyed by the act, default or negligence of the Owner of a Unit, such Owner shall rebuild said wall and shall compensate the other Owner for any damage to the property of the Owner of a Unit adjacent to such wall (including, but not limited to, the finished surface of the party wall located within the Unit of the other Owner).

2.4 **Insurance**. To the extent that damages to a party wall are covered by insurance, the insurance proceeds shall be used and applied to repair, restore and replace the party wall. Any deficiency shall be the joint expense of the Owners, without prejudice, however, to the right of any Owner to demand a larger contribution from the other Owner under any rule of law regarding liability for negligent or willful acts or omissions.

2.5 **Owner's Negligence**. Notwithstanding any provision of this Declaration to the contrary, an Owner who by his negligent or willful act or omission causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

2.6 **Utilities**. An Owner shall have the right to maintain and repair any utility installations located within a party wall and in so doing, shall restore the party wall to its original condition. Notice shall be given to the adjoining Owner prior to undertaking any such action. All such undertakings will be done so as to avoid or minimize damage to the adjoining Owner's property.

ARTICLE 3

Administration and Management

3.1 **Management By Association**. The operation and management of the Common Interest Community shall be undertaken by the Association which has been formed and will be operated as a Unit Owners' association on behalf of all Owners of Units currently subject to, or hereafter annexed into and made subject to, this Declaration. The initial Executive Board shall have three (3) members. By resolution of the Executive Board, the size of the Executive Board may be increased to five (5) or seven (7) members. Except for members of the Executive Board appointed by Declarant during the period of Declarant control, all Executive Board members shall be elected by Owners of Units in Pioneer Plaza Commercial Townhomes.

3.2 **Declarant Control**. Declarant shall be entitled to appoint and remove the members of the Association's Executive Board and officers of the Association during the Period of Declarant Control. The "Period of Declarant Control" begins with the appointment of the initial Executive Board and continues until the earlier of: (a) ten (10) years from the date of recording this Declaration; (b) sixty (60) days after Declarant conveys seventy-five percent (75%) of all Units in Pioneer Plaza Commercial Townhomes that may be created to owners other than Declarant; (c) two (2) years after the last conveyance of a Unit in Pioneer Plaza Commercial Townhomes by Declarant in the ordinary course of business; or (d) two (2) years after the right to add new units in Pioneer Plaza Commercial Townhomes was last exercised. Declarant may voluntarily relinquish such power evidenced by a notice executed

by Declarant and recorded with the Gunnison County Clerk and Recorder but, in such event, Declarant may at its option require that specified actions of the Association or the Executive Board as described in the recorded notice, during the period Declarant would otherwise be entitled to appoint and remove directors and officers, be approved by Declarant before they become effective. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units in Pioneer Plaza Commercial Townhomes that may be created to Owners other than Declarant, at least one (1) member and not less than twenty-five percent (25%) of the members of the Executive Board shall be elected by Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units in Pioneer Plaza Commercial Townhomes that may be created to Owners other than a Declarant, not less than thirty-three and one third percent (33 1/3%) of the members of the Executive Board must be elected by Owners other than the Declarant.

3.3 **Executive Board.** Except as otherwise provided in this Declaration or the Bylaws, the Executive Board may act in all instances on behalf of the Association. Except for members of the Executive Board appointed by the Declarant during the Period of Declarant Control, all members of the Executive Board shall be Members of the Association, or in the event that a Member is an entity other than a natural person, such member of the Executive Board shall be an authorized representative of such entity Member.

3.4 **Powers of the Executive Board.** Except for those matters expressly reserved to the Members as provided in the Association Documents and the Act and the Colorado Revised Nonprofit Corporation Act, the Executive Board may act in all instances on behalf of the Association, to:

3.4.1 Adopt and amend bylaws and rules, regulations and policies;

3.4.2 Determine Common expenses and adopt and amend budgets for revenues, expenditures and reserves and collect Assessments;

3.4.3 Hire and terminate managing agents and other employees, agents and independent contractors;

3.4.4 Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Project;

3.4.5 Make contracts and incur liabilities, except that any agreement for professional management of the Association's business or other contract providing for services of the Declarant shall have a maximum term of three (3) years and any such agreement shall provide for termination by either party thereto, with or without cause and without payment of a termination fee, upon not more than ninety (90) day's prior written notice;

3.4.6 Regulate the use, maintenance, repair, replacement and modification of Common Elements;

3.4.7 Cause additional improvements to be made as a part of the Common Elements;

3.4.8 Acquire, hold, encumber and convey in the name of the Association any right, title or interest in real or personal property, except that Common Elements may be conveyed or subjected to a security interest only if (a) Members entitled to cast at least sixty-seven percent (67%) of the votes agree to that action, (b) if all Owners of Units to which any Limited Common Element is allocated agree in order to convey that Limited Common Element or subject it to a security interest;

3.4.9 Grant easements, leases, licenses and concessions through or over the Common Elements;

3.4.10 Impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements (but not including the Limited Common Elements);

3.4.11 Impose charges (including without limitation, late charges and default interest) for late payment of Assessments, recover reasonable attorney fees and other legal costs for collection of Assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated, and after notice and opportunity to be heard, levy reasonable fines for violations of provisions of the Association Documents or otherwise suspend other membership privileges (except that notice and opportunity to be heard shall not be required before suspension of membership privileges for failure to pay Assessments within thirty (30) days after they become due);

3.4.12 Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid Assessments;

3.4.13 Provide for the indemnification of its officers and Executive Board and maintain directors' and officers' liability insurance;

3.4.14 Assign its right to future income, including the right to receive Assessments;

3.4.15 Exercise any other powers conferred by the Declaration or Association Bylaws;

3.4.16 Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association, including without limitation, those powers specified by the Colorado Revised Nonprofit Corporation Act; and

3.4.17 Exercise any other powers necessary and proper for the governance and operation of the Association.

3.5 **Books and Records.** The Association shall make available for inspection to Owners, upon request, during normal business hours or under other reasonable circumstances, current copies of the Association Documents and the books, records and financial statements of the Association prepared pursuant to the Bylaws, and as required by the Colorado Revised Nonprofit Corporation Act. The Association may charge a reasonable fee for copying such materials. The Association shall maintain such books and records as

may be required under the Act and as required by the Colorado Revised Nonprofit Corporation Act.

3.6 **Maintenance Accounts: Accounting.** If the Association delegates powers of the Executive Board or its officers relating to collection, deposit, transfer or disbursement of Association funds to other persons or to a Manager, then such other persons or Manager must (a) maintain all funds and accounts of the Association separate from the funds and accounts of other associations managed by the other person or Manager, (b) maintain all reserve accounts of the Association separate from the operational accounts of the Association, and (c) provide to the Association no less than once per month an accounting for the previous month. In addition, the Association shall obtain an annual accounting and financial statement of Association funds (on either a review or audit basis, at the Association's discretion) and annual tax returns prepared by a certified public accountant.

3.7 **Common Areas.** Declarant shall convey the Common Areas shown on the Map to the Association, which shall own and administer such Common Areas for the benefit of all Unit Owners. The Association shall have the right to adopt and enforce reasonable rules and regulations regarding the use of Units and Common Areas and facilities on condition that such rules and regulations are not inconsistent with the Master Plat or the Master Declaration, this Declaration or the Map. The Association shall have the right to enforce any and all provisions set forth on the Master Plat and/or the Master Declaration.

3.8 **Assessments.** The Association shall be responsible for managing the Common Interest Community and for levying assessments for common expenses which common expenses shall include but not be limited to common wall, common roof or common utilities, common facilities and driveway/parking area maintenance and/or plowing, liability insurance, fire and extended coverage insurance, landscaping and care of grounds, common lighting, exterior decoration, painting, repairs and renovations, Common Area refuse collection, wages, legal and accounting fees, management fees and all expenses and liabilities incurred under or by reason of this Declaration. The Association shall pay all water, sewer and trash charges levied on the individual units and any Common Elements, if required by the ordinances, rules and regulations of the Crested Butte South Metropolitan District. The Association shall levy periodic or special assessments to cover common expenses, the payment of any deficit remaining from a previous period and the creation of a reasonable contingency fund or other reserve or surplus fund as well as payment of all other costs and expenses relating to Common Interest Community.

3.9 **Assessments are Personal Obligation.** Each Owner, including Declarant while an Owner of any Unit, is obligated to pay to the Association: (1) the Annual Assessments; (2) Special Assessments; and (3) Default Assessments. Each Assessment against a Unit is the personal obligation, jointly and severally, of the Owner(s) at the time the Assessment became due and shall pass to successors in title if not timely paid. No Owner may exempt himself from liability for the Assessment by abandonment of his Unit or by waiver of the use or enjoyment of all or any part of the Common Elements. Suit to recover a money judgment for unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, and all reasonable attorney's fees in connection therewith shall be maintainable without foreclosing or waiving the Assessment lien provided in this Declaration. All Assessments shall be payable in accordance with the levy thereof, and no offsets or deductions thereof shall be permitted for any reason including, without limitation, any claim

that the Association or the Executive Board is not properly exercising its duties and powers under the Association Documents.

3.10 **Budget** The Executive Board shall, in advance, prepare and adopt a proposed Common expense budget at least ninety (90) days before expiration of the fiscal year based on estimated Common expenses. Within (30) days after the adoption of the proposed budgets, the Executive Board shall mail, by ordinary first class mail, or otherwise deliver, a summary of the Common expense budget to all the Owners, and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing or other delivery of the summaries. Unless at that meeting eighty percent (80%) of all Owners reject the Common expense budget, the Common expense budget is ratified, whether or not a quorum of all Members is present. In the event that a proposed Common expense budget is rejected, the periodic budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget proposed by the Executive Board.

3.11 **Annual.** An Owner's Annual Assessments shall be determined based on the adopted and ratified Common expense budget. The Executive Board shall levy and assess the Annual Assessments to each Owner in accordance with the Allocated interests in effect on the date of the Annual Assessment as set forth in **Exhibit D**, provided, however, that the Executive Board reserves the right to allocate all expenses relating to fewer than all of the Units to the owners of those affected Units only. Annual Assessments shall be payable in advance monthly or on such other basis as may be determined by the Executive Board, and shall be due on the first day of each period in regular installments on a prorated basis. The omission or failure of the Association to fix the Annual Assessments for any assessment shall not be deemed a waiver, modification or release of the Owners from their obligation to pay the same.

3.12 **Date of Commencement of Annual Assessments.** The Annual Assessments shall commence as to each Unit on the first day of the month following the effective date of adoption and ratification of the first Common expense budget. Until commencement of the Annual Assessments, the Declarant shall pay all Common expenses of the Association.

3.13 **Special Assessments.** In addition to the Annual Assessments, the Association may levy in any fiscal year one or more Special Assessments, payable over such a period as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of improvements within the Common Elements or for any other expense incurred or to be incurred as provided in this Declaration. Any amounts assessed pursuant to this Section shall be assessed to Owners according to their allocated interests, subject to the right of the Association to assess only against the Owners of affected Units, any extraordinary maintenance, repair or restoration expense. Notice in writing of the amount of such Special Assessments and the time for payment of the Special Assessments shall be given promptly to the Owners, and no payment shall be due less ten (10) days after such notice shall have been given.

3.14 **Default Assessments.** All monetary fines and other enforcement costs assessed against an Owner pursuant to the Association Documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Association Documents, including without limitation

attorneys fees incurred by the Association, shall be a Default Assessment and shall become a lien against such Owner's Unit which may be foreclosed or otherwise collected as provided in this Declaration. Notice of the amount and due date of such Default Assessment shall be sent to the Owner subject to such Assessment at least five (5) days prior to the due date.

3.15 **Effect of Nonpayment: Assessment Lien.** Any Assessment installment, whether pertaining to any Annual, Special or Default Assessment, which is not paid when due shall be delinquent. If an Assessment installment becomes delinquent, the Association, in its sole discretion, may take any or all of the following actions:

(a) If the delinquency continues for a period of fifteen (15) days, assess a late charge for each delinquency in such amount as the Association deems appropriate;

(b) If the delinquency continues for a period of thirty (30) days, assess an interest charge, in arrears, from the due date at the yearly rate of 18% per year;

(c) Suspend the voting rights of the Owner during any period of delinquency;

(d) Accelerate all remaining Assessment installments so that unpaid assessments for the remainder of the fiscal year shall be due and payable at once;

(e) Bring an action at law against any Owner personally obligated to pay the delinquent Assessments;

(f) Proceed with foreclosure as set forth in more detail below; and/or

(g) Suspend any of the Owner's membership privileges during any period of delinquency and for up to sixty (60) days thereafter.

Assessments chargeable to any Unit shall constitute a lien on such Unit. Such lien will be subject to the provisions of Colorado Revised Statutes, Section 38-33.3-316. Such lien will be superior to all other liens, except (i) the liens of all taxes, bonds, assessments and other levies which by law should be superior and (ii) the lien or charge of any security interest having priority over all other security interests in the Unit made in good faith and for value. Notwithstanding the foregoing, the Association's lien for delinquent Assessments will be prior to a security interest having priority over all other security interests in the Unit to the extent of an amount equal to the Assessments which would have come due, in the absence of acceleration, during the six months immediately preceding institution of an action to enforce the lien. The Association may institute foreclosure proceedings against the defaulting Owner's Unit in the manner for foreclosing a mortgage on real property under the laws of the State of Colorado. In the event of any such foreclosure, the Owner shall be liable for the amount of unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, the cost and expenses for filing the notice of the claim and lien, and all reasonable attorney's fees incurred in connection with the enforcement of the lien. The Owner shall be required to pay the Association the monthly assessment installments for the Unit during the period of any foreclosure. The Association shall have the power to bid on a Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. The Association's lien shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or any homestead exemption now

or hereafter provided by the laws of the United States. The acceptance of a deed to a Unit subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against said assessment lien.

3.16 **Payment by Holder of Security Interest**. Any holder of a security interest on a Unit may pay any unpaid amount payable with respect to such Unit, together with any and all costs and expenses incurred with respect to the lien and upon such payment that holder of a security interest shall have a lien on the Unit for the amounts paid with the same priority as the lien of the security interest.

3.17 **Statement of Status of Assessment**. Upon payment of a reasonable fee set from time to time by the Executive Board and upon fourteen (14) days' written request to the Association's registered agent by personal delivery or certified mail, first-class postage prepaid, return receipt, any Owner, designee of Owner, holder of a security interest or its designee shall be furnished with a written statement setting forth the amount of the unpaid Assessments, if any, with respect to such Unit. Unless such statement shall be issued by personal delivery or by certified mail, first class postage prepaid, return receipt requested to the inquiring party (in which event the date of posting shall be deemed the date of delivery) within fourteen (14) days after receipt of the request, the Association shall have no right to assert a lien upon the Unit for unpaid Assessments which were due as of the date of the request.

3.18 **Capitalization of the Association**. The Association shall require the first Owner of any Unit (other than Declarant) who purchases that Unit from Declarant to make a nonrefundable contribution to the Association in the amount equal to one-sixth (1/6th) of the total annual assessment at the time of sale (regardless of whether or not assessments have commenced as provided herein). Said contribution shall be collected and transferred to the Association at the time of closing of the sale by Declarant of each Unit as aforesaid, and may be used for the benefit of the Association as the Executive Board deems appropriate, including, without limitation, to meet unforeseen expenditures or to purchase additional equipment, property or services. Such contribution of working capital shall not relieve an Owner from making regular payments of assessments as the same become due. Upon the transfer of a Unit, an Owner shall be entitled to a credit from the transferee (but not from the Association) for the aforesaid contribution to working capital. The Association may, from time to time, increase the amount of the working capital contribution to an amount equal to one-sixth (1/6th) of the then current total annual assessment.

3.19 **Joint and Several Liability**. The grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid assessments against such Unit for his proportionate share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantees right to recover from the grantor the amounts paid by the grantee therefor.

3.20 **Enforcement**. The Association, Master Association and/or the Owner of any Unit shall have authority to enforce any provision of this Declaration, the rules and regulations of the Association, the Association Documents and/or the Master Declaration.

3.21 **Representive of Owner(s)**. If any Unit is owned by more than one person, or by a partnership, joint venture, corporation or other such entity, the Owners thereof shall designate to the Association, in writing, the name and address of the representative of the

Owner(s) to whom all legal or official assessments, liens, levies or other such notices may be properly and lawfully mailed. Upon failure to so designate an agent, the Association shall be deemed to be the agent for receipt of notices to such Owners.

3.22 **Voting Rights and Assessment Allocation**. The common expense liability and votes in the Association allocated to each Unit are set forth in **Exhibit D**. The interests allocated to each Unit have been calculated as follows:

3.22.1 The common expense liability is based on the number of Units, with the Owner of an improved Unit having twice the liability as the Owner of an unimproved Unit; and

3.22.2 The number of votes in the Association is based on the number of Units.

ARTICLE 4

Insurance

4.1 **General Insurance Provisions**. The Association shall acquire and pay for, out of the assessments, at least the following insurance policies carried with reputable insurance companies authorized to do business in Colorado:

4.1.1 **Comprehensive Liability**. Comprehensive general public liability and property damage insurance for the Project in such amounts as the Executive Board deems desirable, provided that such coverage shall be for at least $2,000,000 for bodily injury, including death and property damage arising out of a single occurrence insuring the Association, the Executive Board, the manager or managing agent and their respective agents and employees, and the Unit Owners from liability in connection with the operation, maintenance and use of Common Elements. Such coverage shall also include legal liability arising out of contracts of the Association and such other risks as are customarily covered with respect to townhomes similar to the Project in the Crested Butte area, including automobile liability insurance if appropriate. The Executive Board shall not enter into employment contracts or independent contractor contracts of any kind unless the contracting party provides evidence (such as Certificate of Insurance) to the Executive Board that such party has current and satisfactory insurance, including workers compensation insurance, commercial general liability and automobile insurance on all of which the Association is named as an additional insured.

4.1.2 **Fidelity Insurance**. Fidelity insurance or fidelity bonds must be maintained by the Association to protect against dishonest acts on the part of its officers, directors, trustees and employees and on the part of all others, including any manager hired by the Association, who handle or are responsible for handling the funds belonging to or administered by the Association in an amount determined by the Executive Board.

4.1.3 **Workers' Compensation Insurance**. The Executive Board shall obtain workers' compensation or similar insurance with respect to its employees, if applicable, in the amounts and forms as may now or hereafter be required by law.

4.1.4 **Directors and Officers Liability Insurance**. The Association shall also maintain insurance to the extent reasonably available and in such amounts as the Executive Board may deem appropriate on behalf of the Executive Board against any liability asserted against a member of the Executive Board or incurred by him in his capacity of or arising out of his status as a member of the Executive Board.

4.2 **Proof of Insurance**. The Association shall furnish proof of such insurance coverage to any Owner upon request.

4.3 **Hazard Insurance Coverage**. Each Owner, at his own expense, shall maintain on his Unit insurance for fire, with extended coverage, vandalism, malicious mischief, all-risk, replacement cost, agreed amount (if the policy includes co-insurance), special townhome, building ordinance and inflation guard endorsements attached, in amounts to represent not less than the full then current insurable replacement cost of the building(s) located on the Unit, including all interior and perimeter walls and floors, partitions, finished surfaces of interior and perimeter and party walls, floors, and ceilings, doors, windows, roofs and other elements or materials comprising a part of the Unit. Each Owner shall provide the Association with proof of insurance in accordance with this Section 4.3 annually and upon request.

4.4 **Owner's Insurance**. In addition, an Owner may, if he desires at his own expense, carry insurance for business owner's and/or homeowner's liability, theft, and other insurance covering personal property damage or loss, including damage or loss to floor coverings and fixtures.

ARTICLE 5

Architectural Control

5.1 **Association Approval Required**. No building, fence, structure or improvement of any kind shall be erected, placed or altered on any Unit or anywhere else on the Property until the building plans, specifications and plan showing the nature, kind, shape, height, materials and location of such building, fence, structure or other improvement shall have been submitted to and approved in writing by the Association and the Master Association, which approvals shall not be unreasonably withheld.

5.2 **Exterior Decoration**. The selection of color, type of paint, exterior decoration, and any exterior materials shall be subject to the written approval of the Association and Master Association, which approval shall not be unreasonably withheld.

5.3 **Uniform Exterior Appearance**. To the extent reasonably practicable, the Association shall endeavor to maintain a uniform exterior appearance to the entire Common Interest Community which shall be compatible with buildings in the surrounding area.

5.4 **Design Guidelines.** All buildings, fences, structures and improvements shall conform with the following design guidelines, which may be amended, from time to time, by the Executive Board with the approval of the Master Association:

5.4.1 **MINIMUM LOT AREA:** 4,750 square feet

5.4.2 **MAXIMUM LOT AREA:** None

5.4.3 **MINIMUM LOT WIDTH:** 50 feet

5.4.4 **MINIMUM FRONT YARD:** None

5.4.5 **MINIMUM REAR YARD:** 15 feet

5.4.6 **MAXIMUM BUILDING HEIGHT:** 30 feet

5.4.7 **OPEN SPACE REQUIRED:** None other than rear setback

5.4.8 **SLOPE OF ROOF:** A minimum of 5:12. A flat roof must contain a parapet on the sides facing a street and as otherwise required by applicable building codes and the Executive Board.

5.4.9 **MINIMUM SIDE YARD:** From none or 5 feet for flat-roofed buildings, and from 7.5 feet to as much as 11.5 feet for sloped-roofed buildings, dependent upon snow storage requirements.

5.4.10 **MINIMUM FLOOR AREA:** 1,500 square feet

5.4.11 **MAXIMUM FLOOR AREA:** Ratio of floor area to lot area shall not exceed 1.68

5.4.12 **MAXIMUM WIDTH OF FRONT FAÇADE:** 100 feet

5.4.13 **BUILDING MATERIALS:** In order to ensure a continuity of theme, all building plans must first be reviewed by the Association Executive Board. The review will focus on building exterior design, including the exterior materials proposed. Those materials must be of the following types:

a. log;

b. board and batten;

c. lesser accents: perhaps stucco, stone, shingle or horizontal siding;

d. T-111 and similar sheeting will not be permitted.

Following a review by the Executive Board, the plans must be submitted to and approved by the Master Association.

5.4.14 **DUMPSTERS:** Dumpsters shall be screened from view with screening approved by the Association. No dumpster shall exceed 3 cubic yards in volume.

5.4.15 **SIGNS:** No sign shall exceed 32 feet in area. Total signage per lot, including window signs, shall not exceed 50 square feet in area. All signs must be attached to a building.

5.4.16 **PARKING SPACES:** All parking spaces shall contain curb-type restraints. The parking area shall include parking areas and access for handicapped persons.

ARTICLE 6

Use Restrictions

6.1 **Master Declaration and Master Plat.** The Units shall be used in strict compliance with the applicable provisions of the Master Map and Master Declaration, which are incorporated herein by reference. **OWNERS ARE ADVISED TO FAMILIARIZE THEMSELVES WITH THE PROVISIONS OF THE MASTER DECLARATION, WHICH, IN CONJUNCTION WITH THIS DECLARATION, CONTROLS AND REGULATES USE OF THE UNITS.** In the event of a conflict between the provisions of this Declaration and the Master Declaration, the more restrictive provision shall control.

6.2 **Disturbances.** No Unit shall be used in any way or for any purpose that may endanger the health or unreasonably disturb, by noise, dust, fumes, vibration or otherwise, the owner or occupant of another Unit.

6.3 **Unit Maintenance.** All fixtures and equipment installed within a Unit, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a Unit, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair any easement or hereditament or do any act or allow any condition to exist that will adversely affect any other Unit or its Owner.

6.4 **Exterior Neatness.** The exterior of each Unit shall be kept and maintained in a neat, clean and orderly condition and appearance at all times. No personal property (except motor vehicles) shall be stored on the outside part of any Unit.

6.5 **Permitted Uses.** Pioneer Plaza Commercial Townhomes allows retail and service, commercial, recreational and institutional uses, with customary accessory uses, in order to enhance the business and service character of the commercial district of Crested Butte South. Permitted uses are as follows:

6.5.1 Retail commercial establishments, limited to the following uses, sale of following items and similar uses: Antiques, appliances, art supplies, galleries, retail bakeries, bookstores, cameras, candies, tobaccos, florists, food markets, furniture, gifts, hardware, hobby shops, photo shops, sporting goods, stationery and variety stores;

6.5.2 Service commercial establishments, limited to the following and similar uses: business offices, financial institutions and personal services establishments, including: barber and beauty shops, Laundromats (not commercial), shoe repair, sewing and tailoring, studios for instruction in the arts, radio and television broadcasting, catering services;

6.5.3 The auto-related use of fueling and washing vehicles which are provided as a service incidental to a retail store, provided the following conditions are met:

a. The minimum lot area shall be 16,000 square feet, and

b. There is not a similar use within 500 feet, and

c. The fuel dispensing units accommodate no more than four vehicles at any given time.

6.5.4 Recreational clubs, theaters, assembly halls, schools, public buildings and governmental offices: these uses may be required to provide additional off-street parking.

6.5.5 Restaurants, cocktail lounges or other places serving food and/or alcoholic beverages, excluding drive-in eating places that serve customers in their vehicles: these uses may be required to provide additional off-street parking.

6.5.6 Medical and Dental clinics and professional offices;

6.5.7 Rental, repair and wholesaling facilities in conjunction with any of the above uses, provided all such activity is clearly incidental and accessory to the permitted uses and conducted within the building;

6.5.8 Newspaper and publishing offices;

6.5.9 Residential units comprising not more than 1/3 of the total floor area of the building, on condition that the Master Declaration is amended to allow such use.

For any use not listed in Sections 6.5.1 through 6.5.9, the Unit Owner shall obtain approval from the Master Association and submit a letter of notification to the Gunnison County Planning Department which reserves the right to require a Land Use Change application submittal for any proposed use considered on these commercial parcels, if deemed necessary by staff, Planning Commission or Board of County Commissioners.

6.6 **Leasing.** Subject to the remaining provisions of this Section 6.6, an Owner shall have the right to lease his Unit, or a portion thereof, upon such terms and conditions as the Owner may deem advisable; provided, however, that (a) all leases shall be in writing and shall provide that the lease is subject to the terms of the Association Documents and a copy of the Association's rules are provided to the lessee with the lease; (b) a Unit may be leased only for the uses provided herein; and (c) any failure of a lessee to comply with the terms of this Declaration or any other Association Documents shall be a default under the lease enforceable by the Association as a third party beneficiary, whether or not the lease contains such a provision. All leases shall be filed with the Association before becoming effective.

6.7 **Neglect by Owner or Owner's Agents.** If, due to the act or neglect of an Owner or Owner's Agents, loss or damage shall occur or be caused to any person or property other than the Owner's Unit, such Owner and/or Owner's Agent shall be jointly and severally liable and responsible for the payment of same. The amount of such loss or damages and any costs incurred by the Association in connection with the enforcement of the Association's rights shall be subject to all of the Association's rights with respect to the collection and enforcement of assessments as provided in this Declaration.

6.8 **Maintenance.** Responsibility for the maintenance of the Project shall be as follows:

6.8.1 Each Owner shall maintain and keep in good repair such Owner's Unit and any Limited Common Elements allocated to such Unit.

6.8.2 The Association shall maintain and keep in good repair all that part of the Project not required to be maintained and kept in good repair by an Owner.

6.9 **Antennae.** All satellite dishes and devices or facilities to transmit or receive electronic signals, radio or television waves are prohibited outside a Unit or a Limited Common Element under the exclusive use and control or an Owner unless first approved by the Executive Board in conformance with applicable federal law.

6.10 **Obstructions.** No Owner or Owner's Agent shall cause, or further, an obstruction of the Common Elements or Limited Common Elements, nor shall anything be stored on any part of the Common Elements or Limited Common Elements, without prior written consent of the Executive Board. Nothing shall be altered, constructed on, or removed from the Common Elements or Limited Common Elements except upon the prior written consent of the Executive Board.

6.11 **Cleanliness.** Each Owner shall keep his Unit at all times in a neat and clean condition and grass and weeds shall be kept mowed. No appliances, refuse, garbage, trash, lumber, grass, shrubs or tree clippings, plant waste, metal, bulk materials, scrap or debris of any kind shall be kept, stored, or allowed to accumulate on or outside of any Unit. Each Owner shall provide for a regular removal of garbage and agrees to use the trash company as designated by the Executive Board, if one is so designated; the Association has the power to provide and pay for regular or periodic trash removal as a Common expense, if it so decides. The Association shall have the right, through its agents and employees, to enter upon any Lot and maintain it and remove unsightly objects and materials, including any appliances or other property stored outside of a Unit. The cost of such maintenance and removal shall be chargeable to such Owner. No personal property of any kind shall be stored outside of a Unit nor on the exterior portion of a Unit outside of a building, unless fully enclosed by a fence or other screening device approved by the Executive Board.

6.12 **Neglect by Owner or Owner's Agents.** If, due to the act or neglect of an Owner or Owner's Agents, loss or damage shall occur or be caused to any person or property other than the Owner's Unit, such Owner and/or Owner's Agent shall be liable and responsible for the payment of same. The amount of such loss or damages and any costs incurred by the Association in connection with the enforcement of the Association's rights

shall be subject to all of the Association's rights with respect to the collection and enforcement of assessments as provided in this Declaration.

6.13 **Partition, Subdivision and Combination**. No portion of the Project shall be subject to an action for partition or division and no Units shall be subdivided or resubdivided. Units may be combined, subject to approval by the Association and Master Association.

ARTICLE 7

Easements

7.1 **Easements and Licenses**. The Project is presently subject to easements and licenses as recited in **Exhibit A** and on the Map. In addition, the Project may be subject to other easements granted by the Declarant as shown on the Map and/or as described in this Declaration.

7.2 **Easements for Encroachments**. To the extent that any Unit or Common Element encroaches on any other Unit or Common Element, a valid easement for such encroachment and for the maintenance of same shall and does exist. If the Unit is partially or totally destroyed and then rebuilt, the Owners of the Units agree that minor encroachments of parts of the adjacent Unit due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

7.3 **Declarant's Rights Incident to Construction**. Declarant, for itself and its successors and assigns, hereby reserves an easement for construction, utilities, drainage, ingress and egress over, in, upon, under and across the Common Elements, together with the right to store materials on the Common Elements, to build and maintain temporary walls, and to make such other use of the Common Elements as may be reasonably necessary or incident to any construction of the Units, or improvements on the Property or other real property owned by Declarant, or other properties abutting and contiguous to the Property, or to perform warranty work and repairs and construction work on the Units and Common Elements, to store materials in secure areas and to control and have the right of access to work and repair until completion. Such rights may be exercised by Declarant from time to time, and at different times until completion of the Project by Declarant or a Successor Declarant, and no failure to exercise such rights at any time or for a period of time shall constitute a waiver of the rights contained herein.

7.4 **Blanket Easements.** There is hereby created a blanket easement upon, across, over, in and under the Property for the benefit of the Common Elements and the Units and the structures and improvements situated on the Property for ingress and egress, landscape irrigation system, parking, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, telephone, cable television and electricity, and such other purposes as deemed appropriate by the Executive Board, except that such easements may not be utilized by the utility providers until after receiving written approval from the Executive Board. The Executive Board may condition its approval on such matters as it deems appropriate, including without limitation, the location, design, alterations to existing structures and impact on the Common Elements and the Project. Said blanket easement includes future utility services not presently available to the Units which may

reasonably be required in the future. By virtue of this easement, after receiving approval of the Executive Board, it shall be expressly permissible for the companies providing utilities to erect and maintain the necessary equipment on any of the Units and to affix and maintain electrical and/or telephone wires, circuits, conduits and pipes on, above, across and under the roofs and exterior walls of the improvements, all in a manner customary for such companies in the area surrounding the Property, subject to approval by the Association as provided above. Upon exercise of the rights contained in this Section, the utility providers, at their sole cost and expense, shall repair (or replace if necessary) the Property and all improvements thereon to their condition as they existed prior to the utility providers performing any work.

7.5 **Reservation of Easements, Exceptions and Exclusions**. The Association is hereby granted the right to establish from time to time, by declaration or otherwise, utility and other easements, permits or licenses over the Common Elements for the best interest of all the Owners and the Association. Each Owner is hereby granted a perpetual non-exclusive right of ingress to and egress from the Owner's Unit over and across the General Common and Limited Common Elements appurtenant to that Owner's Unit, which right shall be appurtenant to the Owner's Unit, and which right shall be subject to limited and reasonable restriction on the use of Common Elements set forth in writing by the Association.

7.6 **Emergency Access**. . A general easement is hereby granted to all police, sheriff, fire protection, ambulance and other similar emergency agencies or persons to enter upon the Property, including all Units and all Common Elements in the proper performance of their duties. All Owners shall permit a right of entry to the Executive Board, or any other person authorized by the Executive Board, whether the Owner is present or not, for access through each Unit, from time to time, as may be necessary for the routine maintenance, repair, or replacement for any of the Common Elements located adjacent thereto or accessible therefrom or for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit. In order to facilitate the aforesaid maintenance, repair and replacement, all Owners shall provide the authorized manager a key to their respective Unit.

For routine maintenance and non-emergency repairs, entry shall be made only on a regular business day during regular business hours, after service of at least one day's notice in writing to the Owner. In case of emergency, entry may be made at any time provided that a reasonable effort according to the circumstances is made to give notice of entry. The Executive Board or its agent is granted the authority to use such reasonable force as is necessary to gain entry into the Unit in the event of an emergency, if no other means of entry are available in view of the circumstances. So long as the Owner has provided the authorized manager a key as set forth above, the Association shall bear the full responsibility and expense of all damages incurred to the Unit and/or Common Elements because of such forcible entry. All damage to the interior or any part of a Unit resulting from the maintenance, repair, emergency repair or replacement of any of the improvements, at the instance of the Association, shall be paid for as part of the Annual Assessment by all of the Owners. No Owner shall be entitled to diminution or abatement for inconveniences or discomfort arising from the making of repairs or improvements or from action taken to comply with any law, ordinance or order of any governmental authority. Restoration of the damaged improvements shall be substantially the same as the condition in which they existed prior to damage.

Notwithstanding the foregoing, if any such damage is the result of the failure of an Owner to provide the authorized manager with a key to their respective Unit and/or the carelessness or negligence of any Owner, then such Owner shall be solely responsible for the costs of repairing such damage. In the event the Owner fails within a reasonable time upon proper notice to pay the cost of the damages incurred, the Board may pay for said damages and charge the Owner responsible as a Default Assessment.

7.7 **Utility Easements.** The Association is hereby granted an easement for underground utilities in the 15' rear yard of each Unit. The Association shall have the right to allow any or all utility provider(s) to install and operate underground utilities in such easements, subject to such reasonable conditions as the Executive Board may impose.

ARTICLE 8

Remedy for Nonperformance

8.1 **Remedies.** The lien provisions of this Declaration shall not bar the Association or an Owner from seeking such other injunctive or monetary relief as may be allowed at law or in equity. All remedies shall be cumulative.

8.2 **Enforcement Costs.** The Association shall be entitled to recover all costs, including reasonable attorneys' fees and costs, incurred in collecting any assessments or charges levied by the Association or in enforcing any provision of this Declaration, the Association Documents and/or the Master Map and Declaration.

8.3 **Master Association.** The Master Association shall have the right:

8.3.1 To enforce any provision of this Declaration, the Map, The Master Declaration, the Master Map and/or any rules and regulations adopted by the Association or the Master Association and to recover all costs, including reasonable attorneys' fees and costs, incurred in connection with such enforcement.

8.3.2 To obtain reasonable documentation within 7 days of a request therefor establishing compliance with the terms and conditions of this Declaration, the Map, the Master Declaration, the Master Map and/or any rules and regulations adopted by the Association or the Master Association.

ARTICLE 9

Miscellaneous

9.1 **Severability.** If any portion of this Declaration is declared invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other provisions of this Declaration.

9.2 **Party Wall Law.** To the extent that they are not inconsistent with this Declaration, the general rules of law regarding party walls shall apply to the real property subject hereto.

9.3 **Construction.** The singular wherever used herein shall be construed to mean the plural when applicable and necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or individuals, male or female, shall in all cases be amended as though in each case fully expressed.

9.4 **Amendment.** Except as otherwise provided herein, neither this Declaration nor the Map shall be amended except by an instrument signed in writing by the Owners of Units having sixty-seven percent (67%) of the votes in the Association, which instrument shall be recorded in the office of the Gunnison County Clerk and Recorder; provided, however, that no amendment which affects the Association shall be effective without the written approval of the Executive Board. Approval by holders of deeds of trust, mortgages and/or other liens or encumbrances shall not be required. No amendment which alters Unit Owners' proportional responsibility for common expenses or voting rights set forth on **Exhibit D** shall be effective except upon the written approval of the owners of record of all Units plus the holders of all deeds of trust and/or mortgages encumbering such Units. Declarant reserves the right to amend the Association Documents without the consent of Owners before Declarant conveys the last Unit to a purchaser other than Declarant or a successor Declarant, whichever first occurs, as follows (i) to make nonmaterial changes, such as the correction of a technical, clerical, grammatical or typographical error or clarification of a statement; (ii) to comply with any requirements of the Act or amendments thereto; or (iii) to add all or any portion of the Expansion Property to the Common Interest Community. No amendment shall be effective until placed of record in the office of the Clerk and Recorder of the County of Gunnison, Colorado.

9.5 **Governing Law.** This Declaration shall be interpreted in accordance with the law of the State of Colorado. Any litigation brought to enforce or interpret the provisions of this Declaration shall be brought in a court of competent jurisdiction in Gunnison County, Colorado, and the prevailing party in such litigation or in any arbitration shall be entitled to an award of reasonable attorneys' fees and costs.

9.6 **Time-Sharing Prohibited.** A Unit may not be conveyed pursuant to a time-sharing arrangement described in Sections 38-33-110 to 113, Colorado Revised Statutes.

9.7 **Easements and Licenses.** All easements and licenses to which the Project is presently subject are recited in **Exhibit A.** In addition, the Project may be subject to other easements granted by the Declarant as shown on the Map and/or as described in this Declaration.

9.8 **Term.** The covenants and restrictions in this Declaration shall run with and bind the Property in perpetuity, subject to the termination provisions in the Colorado Common Interest Ownership Act, Sections 38-33.3-101, et. seq., Colorado Revised Statutes.

9.9 **Attorneys' Fees.** If any action is brought in a court of law to enforce, interpret or construe this Declaration or any Association Document, the prevailing party shall be awarded all reasonable attorneys' fees as well as all costs incurred in the prosecution or defense of such action, including expert witness fees and costs.

ARTICLE 10

Rights Reserved to Declarant

10.1 **Special Declarant Rights.** The Declarant specifically reserves the right to exercise in any order all Development Rights and Special Declarant Rights as set forth in the Colorado Common Interest Ownership Act and this Declaration for the maximum time limit allowed by law, or for twenty (20) years following the recording hereof, whichever occurs first, including, without limitation, the following:

10.1.1 The right to annex all or any portion of the Expansion Property described in **Exhibit C** into the Project and the Association.

10.1.2 The right to appoint or remove any officer of the Association or any director of the Association during the Declarant Control Period.

10.1.3 The right to complete or make any improvements as set forth on the Map, or as required by Gunnison County and/or the Crested Butte South Metropolitan District.

10.1.4 The right to maintain signs to advertise the project.

10.1.5 The right to dedicate a future public or private easement as shown on the Map.

10.1.6 The right, without consent of any Owner or mortgagee or lienholder being required, at any time and from time to time to: (a) complete improvements indicated on the Map, (b) maintain and relocate sales offices, management offices, signs advertising the Project and models, of any size within one or more Units; (c) to subject the Property to a master association, (d) merge or consolidate the Project with a common interest community of the same form of ownership; (e) amend the Map to (i) insure that the language and all particulars that are used on the Map and contained in the Declaration are identical; (ii) establish and relocate utility easements, access easements, and parking spaces; and (iii) as may be otherwise permitted by the Act; and (f) to exercise any other Declarant rights or development rights provided for herein.

10.1.7 The right to maintain a business and sales office, construction facilities, construction equipment, advertising signs and displays and other facilities as may be reasonably necessary, appropriate or customary during the construction, development and sale of all of the Units within the Project.

Executed as of the day and year first above written.

DECLARANT:

Eric B. Roemer

James Michael Marra

William Oberling

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this 27 day of June, 2005 by Eric B. Roemer, James Michael Marra and William Oberling.

Witness my hand and official seal. My commission expires: 4-28-2006

JENNIFER L. KNOX
NOTARY PUBLIC
STATE OF COLORADO

Notary Public

EXHIBIT A

Property

A tract of land located within Block 6, CRESTED BUTTE SOUTH, SECOND FILING, a subdivision of Gunnison County, Colorado, a Map of which is filed in the records of the Gunnison County Clerk and Recorder, dated September 24, 1970, and bearing Reception No. 281588. This tract is in the southern portion of said Block 6 bounded by Gillaspey Avenue to the northwesterly and southwesterly and by Elcho Avenue to the southeasterly. Reference is specifically made to Note 1 and 2 of said plat, sheet 1. Tract is more particularly described by metes and bounds as follows:

Beginning at a point of curvature for Curve No. 8 of said plat, Sheet 1, on the Northerly right of way line of Gillaspey Avenue; thence along right of way line of Gillaspie Avenue 76.79 feet along the arc of a curve to the right whose radius is 210.0 feet and whose chord bears North 55°28'30" West a distance of 76.36 feet; thence continuing along Gillaspey Avenue North 45°00' West a distance of 369.50 feet; thence continuing along Gillaspey Avenue North 45°00' East a distance of 163.32 feet to the point of curvature of Curve No. 9; thence continuing along Gillaspey Avenue 94.25 feet along the arc of a curve to the left whose radius is 120.0 feet and whose chord bears North 22°30' East a distance of 91.84 feet to the point of tangency of Curve No. 9; thence continuing along Gillaspey Avenue North a distance of 25.80 feet; thence leaving the right of way line of Gillaspey Avenue East a distance of 558.11 feet to the westerly right of way line of Elcho Avenue; thence along the right of way line of Elcho Avenue South 24°03' West a distance of 641.34 feet; thence along the right of way line of Gillaspey Avenue North 65°57' West a distance of 134.90 feet to the point of beginning,

County of Gunnison,
State of Colorado.

Basis for bearings is the same as that of said plat, reference being specifically made to Note 5.

Easements

Easement and right of way for cattle driveway reserved by Robert J. Oversteg and Bertha Oversteg in Warranty Deed recorded October 1, 1936 in Book 245 at Page 364, in which the specific location of said easement is not defined.

Additional easements are shown on the Map.

Licenses

None.

EXHIBIT B

DESCRIPTION OF INITIAL COMMON ELEMENTS

General Common Elements:

Limited Common Elements:

EXHIBIT C

LEGAL DESCRIPTION OF THE EXPANSION PROPERTY

A tract of land located within Block 6, CRESTED BUTTE SOUTH, SECOND FILING, a subdivision of Gunnison County, Colorado, a plat of which is filed in the records of the Gunnison County Clerk and Recorder, dated September 24, 1970, and bearing Reception No. 281588. This tract is the northern portion of said Block 6 bounded by Gillaspey Avenue to the west, by Haverly Street to the northeast, by Elcho Avenue to the southeast and by the following tract to the south:

Beginning at a point of curvature for Curve No. 8 of said plat, Sheet 1, on the Northerly right of way line of Gillaspey Avenue; thence along right of way line of Gillaspie Avenue 76.79 feet along the arc of a curve to the right whose radius is 210.0 feet and whose chord bears North 55°28'30" West a distance of 76.36 feet; thence continuing along Gillaspey Avenue North 45°00' West a distance of 369.50 feet; thence continuing along Gillaspey Avenue North 45°00' East a distance of 163.32 feet to the point of curvature of Curve No. 9; thence continuing along Gillaspey Avenue 94.25 feet along the arc of a curve to the left whose radius is 120.0 feet and whose chord bears North 22°30' East a distance of 91.84 feet to the point of tangency of Curve No. 9; thence continuing along Gillaspey Avenue North a distance of 25.80 feet; thence leaving the right of way line of Gillaspey Avenue East a distance of 558.11 feet to the westerly right of way line of Elcho Avenue; thence along the right of way line of Elcho Avenue South 24°03' West a distance of 641.34 feet; thence along the right of way line of Gillaspey Avenue North 65°57' West a distance of 134.90 feet to the point of beginning,

Basis for bearings is the same as that of said plat, reference being specifically made to Note 5.

County of Gunnison,
State of Colorado.

EXHIBIT D

VOTING RIGHTS AND ASSESSMENT ALLOCATION

VOTES

The Owner of each Unit shall have one vote regardless of whether or not such Owner's Unit contains a building.

ASSESSMENTS

The Owner of each Unit with a building shall be responsible for a share of the Association's Assessments which is double the share paid by the Owner of each Unit without a building.

CRESTED BUTTE SOUTH PROPERTY OWNERS ASSOCIATION

61 TEOCALLI ROAD, CRESTED BUTTE, CO 81224
PHONE (970) 349-1162, WEBSITE: www.cbsouth.net, FAX (970) 349-1163

August 30, 2019

Mary and Kirk Haskell
32 Brackenbury Street
Crested Butte, CO 81224

Re: Lot 10, Block 6, Filing 2, a.k.a. 60 Gillaspey

Dear Mary,

The Design Review Committee of **Crested Butte South Property Owners Association**, in accordance with the Special Area Regulations for Crested Butte South at a regular meeting on July 19th, 2018 approved your plans for a **Mixed-Use Commercial Project.**

During administrative review the Association Manager approved the proposed final declaration and plat as allowed in the **Covenants and Restrictions, Book 420 page 404, August 26th, 1970, reception No. 280965** for Crested Butte South.

Sincerely,
Crested Butte South Property Owners Association

Dominic Eymere
Association Manager

Cc: Gunnison County Planning Department

September 9, 2019

Gunnison County Community Development Department
221 North Wisconsin St, Suite D
Gunnison, CO 81230
Re: Pioneer Plaza Commercial Townhomes Association Approval of the McHaskell Project

To Gunnison County Community Development Department:

Please be advised that Pioneer Plaza Commercial Townhomes Association approves the condominium plat and declarations prepared the McHaskell project located at 60 Gillaspey Avenue in Crested Butte South.

Thank you,

Eric Roemer

Eric Roemer, PRESIDENT (Title) 9/9/19

GUNNISON COUNTY

Property Tax Receipt

Receipt # 1306041
Transaction # 83080324422927
Transaction Date 02/20/2019

Date Receipt Printed
08/29/2019

CURRENT TAX YEAR INFORMATION

Account # R043495

Parcel # 325727240010

Property Address
60 GILLASPEY AVE 1
CRESTED BUTTE SOUTH 81224

Owner MCHASKELL PROPERTIES LLC
32 BRACKENBURY ST
CRESTED BUTTE, CO 81224-9745

Legal UNIT 10 PIONEER PLAZA COMMERCIAL TOWNHOMES #652540

PAID	Tax Year:	Bill Item Type:	Amount:	Description:
	2018	AD VALOREM	$277.17	1ST HALF
		Bill Annual Total:		$277.17
		Account Total:		**$277.17**

PAID BY INFORMATION

CHECK	1028	MCHASKELL PROPERTIES LLC	$277.17
Over/Short			$0.00
Change			$0.00
Refund			$0.00

Transaction Total Applied **$277.17**

Tax Receipt valid upon check(s) clearing your bank.

Land Title

State Documentary Fee
Date: April 06, 2018
$9.73

Warranty Deed

(Pursuant to 38-30-113 C.R.S.)

THIS DEED, made on **April 6th, 2018** by **ERIC B. ROEMER (AS TO AN UNDIVIDED 81.37% INTEREST) AND JAMES MICHAEL MARRA (AS TO AN UNDIVIDED 10% INTEREST) AND WILLIAM OBERLING (AS TO AN UNDIVIDED 8.63% INTEREST)** Grantor(s), of the County of **Gunnison** and State of **Colorado** for the consideration of **($97,291.00) ***Ninety Seven Thousand Two Hundred Ninety One and 00/100***** dollars in hand paid, hereby sells and conveys to **MCHASKELL PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY** Grantee(s), whose street address is **32 BRACKENBURY ST, CRESTED BUTTE, CO 81224**, County of **Gunnison**, and State of **Colorado**, the following real property in the County of **Gunnison**, and State of Colorado, to wit:

UNIT 10, PIONEER PLAZA COMMERCIAL TOWNHOMES, ACCORDING TO THE MAP THEREOF RECORDED JULY 15, 2005 UNDER RECEPTION NO. 555753 AND THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PIONEER PLAZA COMMERCIAL TOWNHOMES RECORDED JULY 15, 2005 UNDER RECEPTION NO. 555752, AND THE AMENDMENT THEREOF RECORDED AUGUST 16, 2005 UNDER RECEPTION NO. 556976,

COUNTY OF GUNNISON,
STATE OF COLORADO.

also known by street and number as: **60 GILLASPEY AVENUE #10, CRESTED BUTTE, CO 81224**

with all its appurtenances and warrants the title to the same, subject to *general taxes for the year 2018 and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Grantee(s) in accordance with Record Title Matters (Section 8.2) of the Contract to Buy and Sell Real Estate relating to the above described real property; distribution utility easements, (including cable TV); those specifically described rights of third parties not shown by the public records of which Grantee(s) has actual knowledge and which were accepted by Grantee(s) in accordance with Off-Record Title Matters (Section 8.3) and Current Survey Review (Section 9) of the Contract to Buy and Sell Real Estate relating to the above described real property; inclusions of the Property within any special tax district; Any special assessment if the improvements were not installed as of the date of Buyer's signature on the Contract to Buy and Sell Real Estate, whether assessed prior to or after Closing; and other*

ERIC B. ROEMER (AS TO AN UNDIVIDED 81.37% INTEREST)

POA

JAMES MICHAEL MARRA (AS TO AN UNDIVIDED 10% INTEREST) BY ERIC B. ROEMER AS ATTORNEY IN FACT

POA

WILLIAM OBERLING (AS TO AN UNDIVIDED 8.63% INTEREST) BY ERIC B. ROEMER AS ATTORNEY IN FACT

SCANNED

State of **Colorado**)
)ss.
County of **Gunnison**)

CHRISTINA CESARIO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19984016768
MY COMMISSION EXPIRES 06/18/2018

The foregoing instrument was acknowledged before me on this day of **April 6th, 2018** by **ERIC B. ROEMER (AS TO AN UNDIVIDED 81.37% INTEREST) AND JAMES MICHAEL MARRA (AS TO AN UNDIVIDED 10% INTEREST) BY ERIC B. ROEMER AS ATTORNEY IN FACT AND WILLIAM OBERLING (AS TO AN UNDIVIDED 8.63% INTEREST) BY ERIC B. ROEMER AS ATTORNEY IN FACT**

Witness my hand and official seal

My Commission expires: 6/18/2018

Notary Public

When Recorded Return to: **MCHASKELL PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY**
32 BRACKENBURY ST, CRESTED BUTTE, CO 81224

September 9, 2019

Gunnison County Community Development Department
221 North Wisconsin St, Suite D
Gunnison, CO 81230
Re: Pioneer Plaza Commercial Townhomes Association Approval of the McHaskell Project

To Gunnison County Community Development Department:

Please be advised that Pioneer Plaza Commercial Townhomes Association approves the condominium plat and declarations prepared the McHaskell project located at 60 Gillaspey Avenue in Crested Butte South.

Thank you,

Eric Roemer

Eric Roemer, PRESIDENT (Title) 9/9/19

August 27, 2019

Gunnison County Community Development Department
Planning Office
221 North Wisconsin St, Suite D
Gunnison, CO 81230

RE: AUTHORIZATION FOR REPRESENTATIVE

To whom it may concern:

Please let this letter serve as written authorization for my representative, Elizabeth P. Appleton, Attorney, of Elizabeth P. Appleton, PC to submit a Land Use Change Permit Application, on my behalf, to Gunnison County for the condominium project known as Double Top Condominiums, and all matters related thereto.

Thank you,

MCHASKELL PROPERTIES, LLC, a Colorado limited liability company

MHaskell

By: Mary Haskell, Managing Member

STATE OF COLORADO)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this 29th day of August, 2019 by Mary Haskell, Managing Member, McHaskell Properties, LLC.

Witness my hand and official seal.

(SEAL)

BRENDA ALAGNA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20014004078
My Commission Expires April 30, 2022

Notary Public
My commission expires:

SCANNED

ELIZABETH P. APPLETON PC
ATTORNEY

September 13, 2019

Gunnison County Community Development Department
221 North Wisconsin Street, Ste D
Gunnison, CO 81230

RE: ADMINISTRATIVE REVIEW PROJECT APPLICATION FOR MCHASKELL PROPERTIES, LLC – 60 GILLASPEY AVENUE, CRESTED BUTTE SOUTH

Dear Community Development Department:

Enclosed please find the Administrative Review Project Application for McHaskell Properties, LLC's property at 60 Gillaspey Avenue in Crested Butte South. Pursuant to the requirements of the application, I have included the following attachments.

1. Application Fee of $275.00.
2. Notarized Letter from the Owner of the property authorizing me as its representative for this application and process.
3. Copy of Deed conveying title to McHaskell Properties, LLC.
4. Affected Landowners within 500 feet of the subject property.
5. Condominium Map.
6. Condominium Declaration.
7. Notarized Letter from Crested Butte South Metropolitan District as to provision of water and service services to the subject property.
8. Copy of Building Permit.
9. Copy of Taxes Paid.
10. Covenants and Restrictions for Crested Butte South; Townhome Declaration for Pioneer Plaza Commercial Townhomes.
11. Approval letters from Crested Butte South Property Owners' Association and Pioneer Plaza Commercial Townhomes Association, Inc.

This letter will provide additional information per the Application.

STATUS OF PARCEL AS A LEGAL LOT:
This lot was platted as a Pioneer Plaza Commercial Townhomes lot in 2005. It is presently under construction and applicant intends to condominiumize the property.

NOTIFICATION TO COUNTY IF FEDERAL PERMITS ARE REQUIRED:
Not applicable.

AFFECTED LANDOWNERS:
List of affected landowners within 500 feet of the parcel boundaries is attached. The current land use of the properties is either vacant, residential or commercial. The immediately adjacent properties are vacant lots. Lots across Gillaspey are developed commercial use.

VICINITY PLAN AND SITE PLAN:
See attached Condominium Map, prepared by Norman Whitehead.

115 ELK AVENUE PO BOX 234 CRESTED BUTTE, CO 81224 OFFICE 970.349.6454 FAX 970.797.1833 BETH@EPAPPLETONLAW.COM

ACCESS:
Access to the subject property will occur from Cement Creek Road, off HWY 135, then primarily off Teocalli Road to Elcho Avenue to Gillaspey Avenue, or from Elcho Avenue to the private alley, which is part of the Pioneer Plaza subdivision. The residential units (5 and 6) will have parking (including overnight parking) behind the building via Limited Common Elements (LCEs), which access will be served by the Pioneer Plaza alley. Two of the commercial units (3 and 4) will access the property from the Pioneer Plaza alley also, and have designated parking spaces as LCEs behind the building. Commercial Units 3 and 4 may also park in the building, as each unit is served by a garage door with an attendant garage bay. Commercial Units 1 and 2 will access the building from Gillspey Avenue. Daytime parking for Units 1 and 2 (the two smaller offices in the project) shall be on the Pioneer Plaza general common elements right in front of the building. Parking has been approved by both Pioneer Plaza Commercial Townhomes Association and Crested Butte South POA as part of the permitting process.

TRAFFIC:
Commercial or industrial uses. There are no industrial uses permitted per the Declaration for Double Top Condominiums. The permitted commercial uses are as follows: The four commercial Units located on the ground floor shall be limited to the following commercial uses: business and professional offices, including for medical, dental, counseling, and similar purposes, real estate offices, accountants, attorneys, construction professionals, and retail stores.

WATER SUPPLY AND WASTEWATER TREATMENT:

Building permit is attached as is letter from Crested Butte South Metropolitan District.

REAL PROPERTY TAXES:

Copy of taxes paid is attached.

RESTRICTIVE COVENANTS:

A copy of Declaration of Covenants, Conditions and Restrictions For Pioneer Plaza Commercial Townhomes is attached. A copy of the Covenants and Restrictions for Crested Butte South is also attached.

Please let me know of any additional information you may need or require in order to process this application. Thank you.

With Regards,

ELIZABETH P. APPLETON, PC

Elizabeth P. Appleton

enclosures

cc. Client

115 Elk Avenue Po Box 234 Crested Butte, Co 81224 Office 970.349.6454 Fax 970.797.1833 beth@epappletonlaw.com

GUNNISON COUNTY, COLORADO BUILDING DEPARTMENT

BUILDING PERMIT

ADDRESS 60 Gillaspey Avenue PERMIT NO. 2018-00213

OWNER McHaskell Properties, LLC DATE ISSUED 9.25.18

CONTRACTORS Crossroads Construction

CALL INSPECTOR WHEN READY FOR EACH INSPECTION

BLDG. TYPE: V-B OCC: R-3, B, U CODE: 2015 ICC

BUILDING	DATE	INSPECTION	COMMENTS & CORRECTIONS
Footing before placing of concrete	10/25/18		12/6/18
Foundation before placing of concrete	10/30/18		~~Areas Treated~~
CB Fire Rough	5/28/19		NFPA 13
Frame after rough elec, gas and plumbing	4/10/19	Partial Frame Ceiling Area	1 hour rated exterior walls (from inside and out) drywall inspection required on exterior and interior
	6/4/19		
Drywall Inspection	3/22/19		exterior drywall
Insulation	6/19/19		
Public Works - Driveway Inspection			Driveway final inspections may not be available in the winter. Plan accordingly.
Drywall inspection	6/25/2019		Rated horizontal assembly
CB Fire Final			
Final after Final electrical, gas, plumbing, and fire marshal			Air-tightness testing required.
STATE ELECTRICAL INSPECTION	Includes F/A Rough		Electrical Inspection: 303-869-3462
Rough in before insulating & lath applied	See Printed Reports - see back		
Service			
Final			
STATE PLUMBING INSPECTION			Plumbing Inspection: 303-869-3471
Underground	11.30.18		
Rough	4.24.19		
Final			
STATE GAS INSPECTION			
Rough	4.24.19		
Final			

CALL WHEN YOU ARE READY FOR EACH OF ABOVE INSPECTIONS
The Building Inspection Hotline is 970-641-1011. Please provide 48 hours notice (minimum) for building inspections
Marble Building Office inspections are on Wednesday. Arrowhead and Cimarron Building Office inspections are Monday and Friday.
This card must be posted at the jobsite and be accessible and visible from the road and available for the inspector's signature