

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,
CRESTED BUTTE HIGHLANDS PARTNERSHIP

The record owners of all lots within Crested Butte Highlands, according to the plat thereof bearing reception No. 318186 in the office of the Clerk and Recorder of Gunnison County, Colorado, hereby amend the Declaration of Protective Covenants for Crested Butte Highlands Partnership, recorded in Book 503 at page 817 of the records in the office of the Clerk and Recorder of Gunnison County, Colorado by the addition thereto of the following provisions:

19. Crested Butte Highlands Association. There shall be formed on behalf of all owners of lots within the subdivision a Colorado non-profit corporation known as Crested Butte Highlands Association, in which the initial board of directors shall be Jerry B. Robinson, Jack D. Blanton, and Celia S. Allen, which association shall be formed for the administration and management of said subdivision pursuant to its Articles of Incorporation and Bylaws, and this Declaration of Protective Covenants. The operation of said association shall be governed by the following:

1. The owner of any lot upon becoming such owner, shall be entitled to and shall be required to be a member of Crested Butte Highlands Association, and shall remain a member for the period of his ownership.
2. There shall be one membership in Crested Butte Highlands Association for each lot. Said membership shall be appurtenant to such lot automatically by a conveyance of that lot to any new owners.
3. The Crested Butte Highlands Association, in the furtherance of this Declaration of Protective Covenants and in addition to any other rights, duties and obligations imposed by law, is granted the following rights, duties and obligations for the benefit of the owners within Crested Butte Highlands:
 - A. To impose, charge and collect reasonable assessments upon each lot for the common expenses of the Association, which shall include without limitation costs incurred in the negotiation, adjudication, and administration of any water augmentation plan pertaining to the subdivision of construction, maintenance, repair, and snowplowing of all roads within or providing access to the subdivision, of insurance for all roads and easements or other commonly owned ground or facilities within the subdivision, the creation of a reasonable contingency of other reserve or surplus fund, and any and all other costs and expenses reasonably incurred by the Association on behalf of all lot owners. The omission or failure of the board of directors of the Association to fix the assessment for any assessment period shall not be deemed a waiver, modification, or release of the owners from their obligation to pay assessments.
 - B. To commence and maintain any causes of action to enforce the terms and conditions of this Declaration of Protective Covenants, its Articles of Incorporation, and Bylaws.
 - C. To grant and convey easements and rights of way for utilities over and across any of the lands owned by or under the jurisdiction of the Association under such terms and conditions as it may determine to be just and proper.
4. Each owner of a lot, by the acceptance of a deed therefor, shall be deemed to covenant and agree and shall be obli-

gated to pay to the Association all assessments made by the Association for the purposes provided in this Declaration.

5. The assessments of the Association shall be computed and determined on a fiscal year basis.

6. Assessments shall be payable at such time as the board of directors of the Association may from time to time determine.

7. The Association shall give written notice to all owners of the annual assessments and shall further prepare and deliver to each owner itemized annual statements as to the annual assessment.

8. The Association may provide that any assessment shall bear interest at the rate of one and one-half percent per month if not paid on the due date thereof.

9. All sums assessed to any owner and not paid within thirty days from the date of the assessment, together with interest thereon as herein provided, shall constitute a lien on such lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such lot except only:

A. Tax and assessment liens on the lot by any governmental entity.

B. All sums unpaid on any mortgage or indebtedness of record.

10. To evidence such lien, the Association, by its board of directors or manager may prepare a written notice of lien setting forth the amount of the assessment, the amount remaining unpaid, the name of the owner of the lot and the description thereof. Such notice shall be signed by the Association and shall be recorded in the records of Gunnison County, Colorado. Such liens shall attach from the date of the failure of the payment of the assessment. Such lien may be enforced by foreclosure as a mortgage. In such foreclosure, the owner shall be required to pay the costs and expenses for such proceedings, the cost and expenses for filing the notice of claim of lien and all reasonable attorneys' fees. The owner shall also be required to pay to the Association the annual assessments for the lot during the period of foreclosure, and the Association shall be entitled to collect the same. The Association shall have the power to bid in the lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. In the event the unpaid assessments are paid to the Association without the Association having commenced foreclosure of the lien, said lien shall not be released by the Association until the Association has been paid all attorneys' fees and costs incurred by it pertaining to the preparation of the statement of lien and a release thereof.

11. The amount of the assessments against each lot shall be the personal and individual debt of the owner thereof at the time the assessment is made. Suit to recover a money judgment for such unpaid debt shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No owner may exempt himself from the liability for his contribution toward said assessments by waiver of the use or enjoyment of his rights created by this Amendment to Declaration of Protective Covenants or by virtue of his being a member of the Association.

In witness whereof, this Amendment to Protective Covenants, Crested Butte Highlands is executed _____, 198__ in multiple counterpart copies.

Jack D. Blanton

Jerry Robinson

Kristi Lynn Iverson

John Martin Broderick

Georgiana S. Buckler

Dale P. Buckler

Celia S. Allen

Mary L. Kremer

Frederick J. Kurtz

Joy A. Kurtz

Jerry B. Robinson

Ray Glist

Patricia E. Glist

John J. Allen

Gene Hockevar

Robert E. Moran, Trustee of the Jennifer
Rebecca Reid 1974 Trust

William McCormick Reid, Trustee of the
Jennifer Rebecca Reid 1974 Trust

Gary A. Garcia

Lawrence J. Toder

Joseph D. Mills

George Rummel, Jr.

John I. Taylor _____

Carson Custer Taylor _____

CRESTED BUTTE HIGHLANDS, LIMITED

by _____

STATE OF COLORADO)
County of Gunnison) ss.

The foregoing instrument was acknowledged before me this
day of _____, 198__ by Jack D. Blanton.

Witness my hand and official seal.
My commission expires:

Notary Public
Address of Notary Public:

STATE OF COLORADO)
City and)
County of Denver) ss.

The foregoing instrument was acknowledged before me this
day of _____, 198__ by Jerry Robinson.

Witness my hand and official seal.
My commission expires:

Notary Public
Address of Notary Public:

STATE OF)
County of) ss.

The foregoing instrument was acknowledged before me this
day of _____, 198__ by Kristi Lynn Iverson.

Witness my hand and official seal.
My commission expires:

Notary Public
Address of Notary Public:

STATE OF)
County of) ss.

The foregoing instrument was acknowledged before me this
day of _____, 198__ by John Martin Broderick.

Witness my hand and official seal.
My commission expires:

Notary Public
Address of Notary Public:

STATE OF _____)
County of _____) ss.

The foregoing instrument was acknowledged before me this
day of _____, 198__ by Georgiana S. Buckler and
Dale P. Buckler.

Witness my hand and official seal.
My commission expires:

Notary Public
Address of Notary Public:

STATE OF _____)
County of _____) ss.

The foregoing instrument was acknowledged before me this
day of _____, 198__ by Celia S. Allen.

Witness my hand and official seal.
My commission expires:

Notary Public
Address of Notary Public:

STATE OF _____)
County of _____) ss.

The foregoing instrument was acknowledged before me this
day of _____, 198__ by Mary L. Kremer.

Witness my hand and official seal.
My commission expires:

Notary Public
Address of Notary Public:

STATE OF)
County of) ss.

The foregoing instrument was acknowledged before me this day of _____, 198__ by Frederick J. Kurtz and Joy A. Kurtz.

Witness my hand and official seal.
My commission expires:

Notary Public
Address of Notary Public:

STATE OF COLORADO)
City and) ss.
County of Denver)

The foregoing instrument was acknowledged before me this day of _____, 198__ by Jerry B. Robinson.

Witness my hand and official seal.
My commission expires:

Notary Public
Address of Notary Public:

STATE OF)
County of) ss.

The foregoing instrument was acknowledged before me this day of _____, 198__ by Ray Glist and Patricia E. Glist.

Witness my hand and official seal.
My commission expires:

Notary Public
Address of Notary Public:

STATE OF)
County of) ss.

The foregoing instrument was acknowledged before me this day of _____, 198__ by John J. Allen.

Witness my hand and official seal.
My commission expires:

Notary Public
Address of Notary Public:

