

**APPROVAL OF TOWN OF CRESTED BUTTE
TO
AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
OF TRAPPERS CROSSING AT CRESTED BUTTE**

501

WHEREAS, Trappers Crossing, Ltd., a Delaware limited partnership, and the Town of Crested Butte, Colorado, a Colorado home rule municipality ("Town"), entered into an Agreement dated April 4, 1990 recorded in Book 677 at Page 532 of the Gunnison County records ("Agreement"); and

WHEREAS, Trappers Crossing, Ltd. recorded Declaration of Protective Covenants of Trappers Crossing at Crested Butte dated April 4, 1990 in Book 677 at Page 509 of the Gunnison County records ("Protective Covenants"); and

WHEREAS, Article 12, Section 3 of the Protective Covenants provides:

"No amendment to the Protective Covenants which amends or changes any of the terms and conditions set forth in the Agreement with the Town of Crested Butte shall become effective until (1) not less than 20 days notice has been given in writing to the Town of Crested Butte of such proposed changes or amendments and (2) such changes or amendments have been approved by the Town of Crested Butte, which approval shall not be unreasonably withheld"; and

WHEREAS, the Amendment to Declaration of Protective Covenants of Trappers Crossing at Crested Butte attached hereto as **Exhibit A** ("Amendment") must be approved by the Town under Article 12, Section 3 of the Protective Covenants;

12

NOW, THEREFORE, the Town of Crested Butte, Colorado hereby approves the Amendment, subject to the condition that no plat approving a building site reconfiguration, boundary line relocation or setback reduction shall be effective unless the Town has approved and signed such plat to confirm compliance with the standards set forth in the Amendment.

APPROVED, this 6th day of March, 2001.

TOWN OF CRESTED BUTTE, a Colorado home rule municipality

By: Linda Powers
Linda Powers, Mayor

Attest:

Lynda Jackson Petito
Lynda Jackson Petito, Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing Approval of Town of Crested Butte was acknowledged before me this 6th day of March, 2001 by Linda Powers as Mayor and Lynda Jackson Petito as Town Clerk.

Witness my hand and official seal. My commission expires: 10-25-2004



Diane M. Theaker
Notary Public

AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS
OF TRAPPERS CROSSING AT CRESTED BUTTE

The owner(s) of the Lot(s) described below hereby consent(s) to add the following provisions to the Declaration of Protective Covenants of Trappers Crossing at Crested Butte recorded in Book 677 at Page 509, of the Gunnison County, Colorado records ("Declaration"):

1. **Building Site Reconfiguration.** Notwithstanding any other provision in the Declaration to the contrary, in order to minimize impact on wetlands, minimize foliage destruction, avoid building constraints, or for other good cause, the Board shall have the discretion to reconfigure the Building Site on any Lot, subject to the following conditions:

(a) The Building Site reconfiguration shall be requested in writing by the owner of the Lot with the Building Site to be reconfigured and approved by the owners of all contiguous Lots.

(b) The reconfigured Building Site shall be no larger than the original Building Site.

(c) The reconfigured Building Site shall include at least a portion of the original Building Site.

(d) Buildings in the reconfigured Building Site will be no more obtrusive than buildings in the original Building Site, when viewed from neighboring Lots and public areas.

(e) Each applicant for a reconfigured Building Site shall submit such plats and other documentation as the Association shall reasonably require and pay to the Association a reasonable fee and reimburse all of the Association's legal and other costs incurred in connection with reviewing the application for Building Site reconfiguration.

(f) No Building Site reconfiguration shall be effective until the Association has signed and recorded a plat describing the reconfigured Building Site.

2. **Boundary Line Relocation.** Notwithstanding any other provision in the Declaration to the contrary, in order to minimize impact on wetlands, minimize foliage destruction, avoid building constraints or for other good cause, the Board shall have the discretion to relocate any boundary line between Lots, subject to the following conditions:

(a) The boundary line relocation shall be requested in writing by the owners of the Lots separated by such boundary line and approved by the owners of all Lots contiguous to the Lots separated by the relocated boundary line.

(b) No Lot shall contain less than 35 acres.

(c) Each applicant for a relocated boundary line shall submit such plats and other documentation as the Association shall reasonably require and pay to the Association a reasonable fee and reimburse all of the Association's legal and other costs incurred in connection with reviewing the application for boundary line relocation.

(d) No boundary line relocation shall be effective until the Association has signed and recorded a plat describing the relocated boundary line.

3. **Setback Reduction.** Notwithstanding any other provision in the Declaration to the contrary, the Board shall have the authority to reduce the building or improvement setback to 15 feet from any Lot line, subject to the following conditions:

(a) The setback reduction shall be requested in writing by the owner of the Lot on which the setback is reduced and approved by the owners of all contiguous Lots.

(b) Buildings subject to the reduced setback will be no more obtrusive than buildings subject to the original setback, when viewed from neighboring Lots and public areas.

(c) Each applicant for setback reduction shall submit such plats and other documentation as the Association shall reasonably require and pay to the Association a reasonable fee and reimburse all of the Association's legal and other costs incurred in connection with reviewing the application for setback reduction.

(d) No setback reduction shall be effective until the Association has signed and recorded a plat describing the reduced setback.

In accordance with Article 12, Section 2 of the Declaration, this Amendment to the Declaration of Protective Covenants shall be effective upon the recording of written consents signed by Owners of 75% or more of the Lots in Trappers Crossing.

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Lot(s) owned in Trappers Crossing, County of Gunnison, State of Colorado:

Lot(s) _____

- Filing: () Trappers Crossing at Crested Butte
- () Trappers Crossing at Wildcat
- () Trappers Crossing South

STATE OF _____)
) ss.

COUNTY OF _____)

Acknowledged before me this ____ day of _____, 2000.

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

Notary Public