

AMENDMENTS TO THE DECLARATION OF PROTECTIVE COVENANTS
for
PRISTINE POINT AT CRESTED BUTTE
Gunnison County, Colorado

1. Section 4.17.2 of the Covenants is amended to read: "Campers, campers not on a truck, mobile or motor homes, trucks other than pick-up trucks, and other large vehicles shall not be permitted on the Property except within a structure approved in writing by the Architectural Control Committee for such purposes. Owners' guests are allowed to have a camper, motor or mobile home on the property for no more than two weeks per calendar year."
2. Section 7.3 of the Covenants is amended to read: "Road and Driveway Maintenance: The Association shall maintain and repair all roads, and shared driveways within the Property, including snow removal and snow storage, until Gunnison County accepts such roads for plowing or maintenance. Owners shall be responsible for snow removal, independent from The Association, for non-shared driveways on Lots. Notwithstanding the foregoing, the Owner of Lot 18 shall be solely responsible for the cost and performance of maintenance, repair and snow removal on the road which extends from the South end of the cul-de-sac of Pristine Point Drive to Lot 18."
3. Section 8.1 of the Covenants is amended to read: "Membership in Association. There shall be one (1) Membership in the Association for each Lot, which Membership shall be appurtenant to the fee simple title to such Lot. Lots 17A and 17B shall each be considered a lot. The Owner of a Lot shall automatically be the holder of the Membership appurtenant to that Lot and the Membership for that Lot shall automatically pass with fee simple title to that Lot. If fee simple title to a Lot is held by more than one party, the Membership appurtenant to that Lot shall be shared by all such parties in the same proportionate interest and by the same type of ownership as fee simple title to the Lot is held. Declarant shall be deemed to hold a Membership with respect to each Lot owned by Declarant. Voting rights of those Owners holding a Membership shall be as set forth in the Articles of Incorporation and Bylaws of the Association."
4. Section 8.6 of the Covenants is amended to read: "Amount of Assessment for Each Lot: The amount of the Assessment for any Lot shall be one equal share per lot. The amount of the Assessment for any Lot shall not be reduced because the Lot or the Owner thereof does not receive a benefit from any costs or expenses incurred by the Association whether by choice or election of the Owner or otherwise."
5. Section 8.6.1 of the Covenants is added to read: "Amount of quarterly dues for Lot 17: The amount of Assessment for quarterly dues for Lot 17 shall be equally split between Lots 17A and 17B. This provision shall not apply to any other Assessment or Special Assessment."
6. Section 13.2 of the Covenants is amended to read: "Amendment of Declaration: With the written and recorded vote of approval of not less than a majority of the Lots then subject to this Declaration, any provision contained in this Declaration may be amended or repealed, or additional provisions may be added to this Declaration by the recording of a written instrument or instruments specifying the amendment or the repeal, as shown by the records in the office of the County Clerk and Recorder of the County of Gunnison, State of Colorado, and approved by Gunnison County. Approval by Gunnison County may not be unreasonably withheld."

Recorded with this document is the voted approval of a majority of the owners of record for Pristine Point at Crested Butte.

By:  2/16/07
Martin A. Evans, President, Pristine Point Owners' Association



BALLOT : Lot 3 The Martin and Kay Evans Living Trust

1. Shall Section 4.17.2 of the Covenants be amended to read: "Campers, campers not on a truck, mobile or motor homes, trucks other than pick-up trucks, and other large vehicles shall not be permitted on the Property except within a structure approved in writing by the Architectural Control Committee for such purposes. Owners' guests are allowed to have a camper, motor or mobile home on the property for no more than two weeks per calendar year."

For Against

2. Shall Section 7.3 of the Covenants be amended to read: "Road and Driveway Maintenance. The Association shall maintain and repair all roads, and shared driveways within the Property, including snow removal and snow storage, until Gunnison County accepts such roads for plowing or maintenance. Owners shall be responsible for snow removal, independent from The Association, for non-shared driveways on Lots. Notwithstanding the foregoing, the Owner of Lot 18 shall be solely responsible for the cost and performance of maintenance, repair and snow removal on the road which extends from the South end of the cul-de-sac of Pristine Point Drive to Lot 18."

For Against

3. Shall Section 8.1 of the Covenants be amended to read: "Membership in Association. There shall be one (1) Membership in the Association for each Lot, which Membership shall be appurtenant to the fee simple title to such Lot. Lots 17A and 17B shall each be considered a lot. The Owner of a Lot shall automatically be the holder of the Membership appurtenant to that Lot and the Membership for that Lot shall automatically pass with fee simple title to that Lot. If fee simple title to a Lot is held by more than one party, the Membership appurtenant to that Lot shall be shared by all such parties in the same proportionate interest and by the same type of ownership as fee simple title to the Lot is held. Declarant shall be deemed to hold a Membership with respect to each Lot owned by Declarant. Voting rights of those Owners holding a Membership shall be as set forth in the Articles of Incorporation and Bylaws of the Association."

For Against

4. Shall Section 8.6 of the Covenants be amended to read: "Amount of Assessment for Each Lot. The amount of the Assessment for any Lot shall be one equal share per lot. The amount of the Assessment for any Lot shall not be reduced because the Lot or the Owner thereof does not receive a benefit from any costs or expenses incurred by the Association whether by choice or election of the Owner or otherwise."

For Against

5. Shall Section 8.6.1 of the Covenants be added to read: "Amount of quarterly dues for Lot 17. The amount of Assessment for quarterly dues for Lot 17 shall be equally split between Lots 17A and 17B. This provision shall not apply to any other Assessment or Special Assessment."

For Against

6. Shall Section 13.2 of the Covenants be amended to read: "Amendment of Declaration. With the written and recorded vote of approval of not less than a majority of the Lots then subject to this Declaration, any provision contained in this Declaration may be amended or repealed, or additional provisions may be added to this Declaration by the recording of a written instrument or instruments specifying the amendment or the repeal, as shown by the records in the office of the County Clerk and Recorder of the County of Gunnison, State of Colorado, and approved by Gunnison County. Approval by Gunnison County may not be unreasonably withheld."

For Against

Please sign here:  TRUSTEE

By: Print: MARTIN H. EVANS, TRUSTEE

