



**THIRD AMENDMENT TO THE DECLARATION OF  
PROTECTIVE COVENANTS FOR  
PRISTINE POINT AT CRESTED BUTTE**

This Third Amendment to the Declaration of Protective Covenants for Pristine Point at Crested Butte ("Third Amendment") is made and adopted as of September 15, 2017 2016 by the undersigned, Pristine Point Owner's Association, Inc., a Colorado nonprofit corporation ("PPOA"), the home owners association for Pristine Point at Crested Butte.

**1. FACTS AND PURPOSES.**

1.1. Pristine Point at Crested Butte was platted according to the Plat of Pristine Point at Crested Butte recorded October 8, 1997 in the offices of the Clerk and Recorder of County of Gunnison, State of Colorado at Reception No. 478904 (the "Pristine Point").

1.2. The Declaration of Protective Covenants for Pristine Point at Crested Butte was recorded October 8, 1997 at Reception No. 478905 ("Declaration").

1.3. An Amendment to the Declaration was recorded June 23, 1998 at Reception No. 484514 in the offices of the Clerk and Recorder of Gunnison County, State of Colorado ("First Amendment").

1.4. A second Amendment to the Declaration was recorded April 11, 2007 at Reception No. 574346 in the offices of the Clerk and Recorder of Gunnison County, State of Colorado ("Second Amendment").

1.5. Pursuant to Section 13.2 of the Declaration, any provision contained in the Declaration may be amended or repealed, or additional provisions may be added to this Declaration upon the approval by a majority of the owners as shown in the records in the office of the Clerk and Recorder of Gunnison County, State of Colorado and Gunnison County and Gunnison County.

1.6. Accordingly, a majority of the members of the PPOA and Gunnison County have agreed to amend the Declaration as follows:

**2. AMENDMENT.** Section 7.3 is hereby amended as follows:

7.3 **Road and Driveway Maintenance.** The Association shall maintain and repair all private roads within the Property, including snow removal and snow storage, until Gunnison County accepts such roads for snow plowing and maintenance. The Association shall provide snow removal for all shared driveways within the Property. Lot Owners shall be responsible for snow removal, independent from the Association, for the non-shared portion of driveways on their respective Lots. Lot Owners on shared driveways will be responsible for all other maintenance or improvement of shared driveways subject to the conditions described in Article 6 of the Easement Agreement approved by the Members of the Association on August 17th, 2004. 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 on Pristine Point Drive to Lot 18.



IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to the Declaration of Protective Covenants for Pristine Point at Crested Butte

**ASSOCIATION:**

PRISTINE POINT OWNER'S ASSOCIATION,  
INC., a Colorado nonprofit corporation

By: Kurt M. Gieselman  
Name: Kurt M. Gieselman  
Title: President

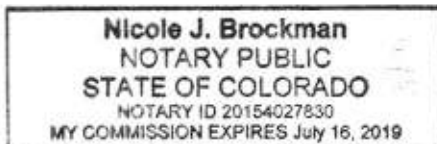
By: Charles R. McGinnis  
Name: CHARLES R. MCGINNIS  
Title: Secretary

STATE OF COLORADO     )  
  )ss.  
County of Gunnison     )

The foregoing was acknowledged before me on this the 15<sup>th</sup> day of September, 2017 by Kurt Gieselman as President and Charles McGinnis as Secretary of Pristine Point Owner's Association, Inc., a Colorado nonprofit corporation

Witness my hand and official seal.

My commission expires: July 16, 2019



[Signature]  
Notary Public



BALLOT

The undersigned, being a member of the PRISTINE POINT OWNERS' ASSOCIATION, INC., a Colorado nonprofit corporation, by virtue of owning Lot No. 18, Pristine Point at Crested Butte, County of Gunnison, State of Colorado hereby votes as follows: (PLEASE MARK YOUR VOTE WITH AN "X")

1. **Proposal to approve the Third Amendment to the Declaration of Protective Covenants for Pristine Point at Crested Butte amending section 7.3 of the Declaration of Protective Covenants for Pristine Point at Crested Butte as follows:**

7.3 **Road and Driveway Maintenance.** The Association shall maintain and repair all private roads within the Property, including snow removal and snow storage, until Gunnison County accepts such roads for snow plowing and maintenance. The Association shall provide snow removal for all shared driveways within the Property. Lot Owners shall be responsible for snow removal, independent from the Association, for the non-shared portion of driveways on their respective Lots. Lot Owners on shared driveways will be responsible for all other maintenance or improvement of shared driveways subject to the conditions described in Article 6 of the Easement Agreement approved by the Members of the Association on August 17th, 2004. 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 on Pristine Point Drive to Lot 18.

☒ **FOR** ☐ **AGAINST**

With respect to this proposal:

1. The total number of Lots entitled to vote is 19;
2. The number of affirmative responses needed to enact the amendment is 10;
3. Fifty-one percent (51%) of the property owners must vote FOR the proposed amendment for it to be approved;
4. The Association must receive your ballot by June 30, 2017, in order for your vote to be counted; and
5. The ballot may not be revoked.

Dated this 20 day of July, 2017.

Signature: [Signature]

Printed Name of Lot Owner: DLCTM LTD

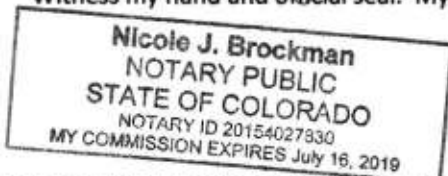
Capacity if not an individual: \_\_\_\_\_

STATE OF Colorado

County of Gunnison )ss.

The foregoing instrument was acknowledged before me on this the 20<sup>th</sup> day of July, 2017 by David Hoch

Witness my hand and official seal. My commission Expires: July 16, 2019



[Signature]  
Notary Public

**PLEASE SIGN AND DATE THIS BALLOT IN THE PRESENCE OF A NOTARY PUBLIC AND RETURN IT TO:**

Pristine Point Owner's Association, Inc. c/o Toad Property Management, Inc.

P.O. Box 2776, 318 Elk Avenue, Suite 24

Crested Butte, Colorado 81224

Fax: (970) 349-2773 Email: Rob@ToadPropertyManagement.com



BALLOT

The undersigned, being a member of the PRISTINE POINT OWNERS' ASSOCIATION, INC., a Colorado nonprofit corporation, by virtue of owning Lot No. 1, Pristine Point at Crested Butte, County of Gunnison, State of Colorado hereby votes as follows: (PLEASE MARK YOUR VOTE WITH AN "X")

1. Proposal to approve the Third Amendment to the Declaration of Protective Covenants for Pristine Point at Crested Butte amending section 7.3 of the Declaration of Protective Covenants for Pristine Point at Crested Butte as follows:

7.3 **Road and Driveway Maintenance.** The Association shall maintain and repair all private roads within the Property, including snow removal and snow storage, until Gunnison County accepts such roads for snow plowing and maintenance. The Association shall provide snow removal for all shared driveways within the Property. Lot Owners shall be responsible for snow removal, independent from the Association, for the non-shared portion of driveways on their respective Lots. Lot Owners on shared driveways will be responsible for all other maintenance or improvement of shared driveways subject to the conditions described in Article 6 of the Easement Agreement approved by the Members of the Association on August 17th, 2004. 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 on Pristine Point Drive to Lot 18.

X FOR

\_\_\_\_ AGAINST

With respect to this proposal:

1. The total number of Lots entitled to vote is 19;
2. The number of affirmative responses needed to enact the amendment is 10;
3. Fifty-one percent (51%) of the property owners must vote FOR the proposed amendment for it to be approved;
4. The Association must receive your ballot by June 30, 2017, in order for your vote to be counted; and
5. The ballot may not be revoked.

Dated this 26 day of June, 2017.

Signature: Charles R McGinnis & Catherine McGinnis

Printed Name of Lot Owner: Charles R McGinnis & Catherine McGinnis

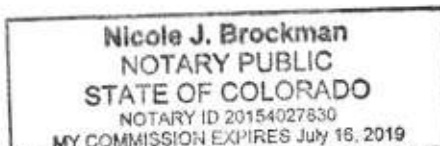
Capacity if not an individual: \_\_\_\_\_

STATE OF Colorado )

County of Gunnison ) ss.

The foregoing instrument was acknowledged before me on this the 26 day of June, 2017 by Charles McGinnis

Witness my hand and official seal. My commission Expires: July 16, 2019



[Signature]  
Notary Public

PLEASE SIGN AND DATE THIS BALLOT IN THE PRESENCE OF A NOTARY PUBLIC AND RETURN IT TO:

Pristine Point Owner's Association, Inc. c/o Toad Property Management, Inc.

P.O. Box 2776, 318 Elk Avenue, Suite 24

Crested Butte, Colorado 81224

Fax: (970) 349-2773 Email: Rob@ToadPropertyManagement.com



BALLOT

The undersigned, being a member of the PRISTINE POINT OWNERS' ASSOCIATION, INC., a Colorado nonprofit corporation, by virtue of owning Lot No. 2, Pristine Point at Crested Butte, County of Gunnison, State of Colorado hereby votes as follows: (PLEASE MARK YOUR VOTE WITH AN "X")

1. **Proposal to approve the Third Amendment to the Declaration of Protective Covenants for Pristine Point at Crested Butte amending section 7.3 of the Declaration of Protective Covenants for Pristine Point at Crested Butte as follows:**

7.3 **Road and Driveway Maintenance.** The Association shall maintain and repair all private roads within the Property, including snow removal and snow storage, until Gunnison County accepts such roads for snow plowing and maintenance. The Association shall provide snow removal for all shared driveways within the Property. Lot Owners shall be responsible for snow removal, independent from the Association, for the non-shared portion of driveways on their respective Lots. Lot Owners on shared driveways will be responsible for all other maintenance or improvement of shared driveways subject to the conditions described in Article 6 of the Easement Agreement approved by the Members of the Association on August 17th, 2004. 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 on Pristine Point Drive to Lot 18.

X FOR \_\_\_\_\_ AGAINST

With respect to this proposal:

1. The total number of Lots entitled to vote is 19;
2. The number of affirmative responses needed to enact the amendment is 10;
3. Fifty-one percent (51%) of the property owners must vote FOR the proposed amendment for it to be approved;
4. The Association must receive your ballot by June 30, 2017, in order for your vote to be counted; and
5. The ballot may not be revoked.

Dated this 30<sup>th</sup> day of June, 2017.

Signature: Kurt M Giesselman

Printed Name of Lot Owner: Kurt M Giesselman

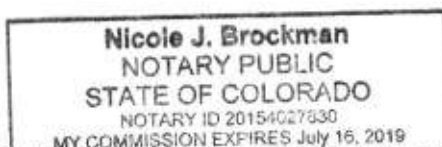
Capacity if not an individual: Trustee

STATE OF Colorado

County of Gunnison )ss.

The foregoing instrument was acknowledged before me on this the 30<sup>th</sup> day of June, 2017 by Kurt M Giesselman

Witness my hand and official seal. My commission Expires: July 16, 2019



[Signature]  
Notary Public

**PLEASE SIGN AND DATE THIS BALLOT IN THE PRESENCE OF A NOTARY PUBLIC AND RETURN IT TO:**

Pristine Point Owner's Association, Inc. c/o Toad Property Management, Inc.

P.O. Box 2776, 318 Elk Avenue, Suite 24

Crested Butte, Colorado 81224

Fax: (970) 349-2773 Email: Rob@ToadPropertyManagement.com





BALLOT

The undersigned, being a member of the PRISTINE POINT OWNERS' ASSOCIATION, INC., a Colorado nonprofit corporation, by virtue of owning Lot No. 3, Pristine Point at Crested Butte, County of Gunnison, State of Colorado hereby votes as follows: (PLEASE MARK YOUR VOTE WITH AN "X")

1. **Proposal to approve the Third Amendment to the Declaration of Protective Covenants for Pristine Point at Crested Butte amending section 7.3 of the Declaration of Protective Covenants for Pristine Point at Crested Butte as follows:**

7.3 **Road and Driveway Maintenance.** The Association shall maintain and repair all private roads within the Property, including snow removal and snow storage, until Gunnison County accepts such roads for snow plowing and maintenance. The Association shall provide snow removal for all shared driveways within the Property. Lot Owners shall be responsible for snow removal, independent from the Association, for the non-shared portion of driveways on their respective Lots. Lot Owners on shared driveways will be responsible for all other maintenance or improvement of shared driveways subject to the conditions described in Article 6 of the Easement Agreement approved by the Members of the Association on August 17th, 2004. 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 on Pristine Point Drive to Lot 18.

✓ FOR

\_\_\_\_ AGAINST

With respect to this proposal:

1. The total number of Lots entitled to vote is 19;
2. The number of affirmative responses needed to enact the amendment is 10;
3. Fifty-one percent (51%) of the property owners must vote FOR the proposed amendment for it to be approved;
4. The Association must receive your ballot by June 30, 2017, in order for your vote to be counted; and
5. The ballot may not be revoked.

Dated this 20 day of July, 2017.

Signature: [Signature]

Printed Name of Lot Owner: DAVID LIGHT

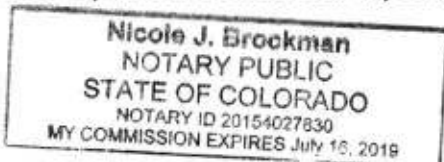
Capacity if not an individual: \_\_\_\_\_

STATE OF Colorado

County of Gunnison ss.

The foregoing instrument was acknowledged before me on this the 20<sup>th</sup> day of July, 2017 by David Light

Witness my hand and official seal. My commission Expires: July 16, 2019



[Signature]  
Notary Public

**PLEASE SIGN AND DATE THIS BALLOT IN THE PRESENCE OF A NOTARY PUBLIC AND RETURN IT TO:**

Pristine Point Owner's Association, Inc. c/o Toad Property Management, Inc.

P.O. Box 2776, 318 Elk Avenue, Suite 24

Crested Butte, Colorado 81224

Fax: (970) 349-2773 Email: Rob@ToadPropertyManagement.com



BALLOT

The undersigned, being a member of the PRISTINE POINT OWNERS' ASSOCIATION, INC., a Colorado nonprofit corporation, by virtue of owning Lot No. 4, Pristine Point at Crested Butte, County of Gunnison, State of Colorado hereby votes as follows: (PLEASE MARK YOUR VOTE WITH AN "X")

1. **Proposal to approve the Third Amendment to the Declaration of Protective Covenants for Pristine Point at Crested Butte amending section 7.3 of the Declaration of Protective Covenants for Pristine Point at Crested Butte as follows:**

7.3 **Road and Driveway Maintenance.** The Association shall maintain and repair all private roads within the Property, including snow removal and snow storage, until Gunnison County accepts such roads for snow plowing and maintenance. The Association shall provide snow removal for all shared driveways within the Property. Lot Owners shall be responsible for snow removal, independent from the Association, for the non-shared portion of driveways on their respective Lots. Lot Owners on shared driveways will be responsible for all other maintenance or improvement of shared driveways subject to the conditions described in Article 6 of the Easement Agreement approved by the Members of the Association on August 17th, 2004. 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 on Pristine Point Drive to Lot 18.

☒ FOR

☐ AGAINST

With respect to this proposal:

1. The total number of Lots entitled to vote is 19;
2. The number of affirmative responses needed to enact the amendment is 10;
3. Fifty-one percent (51%) of the property owners must vote FOR the proposed amendment for it to be approved;
4. The Association must receive your ballot by June 30, 2017, in order for your vote to be counted; and
5. The ballot may not be revoked.

Dated this 20<sup>th</sup> day of July, 2017.

Signature: [Signature]

Printed Name of Lot Owner: DAVID LIGHT

Capacity if not an individual: \_\_\_\_\_

STATE OF Colorado

County of Gunnison )ss.

The foregoing instrument was acknowledged before me on this the 20<sup>th</sup> day of July, 2017 by DAVID LIGHT

Witness my hand and official seal. My commission Expires: July 16, 2019

Nicole J. Brockman  
NOTARY PUBLIC  
STATE OF COLORADO

NOTARY ID 20154027830  
MY COMMISSION EXPIRES July 16, 2019

[Signature]  
Notary Public

**PLEASE SIGN AND DATE THIS BALLOT IN THE PRESENCE OF A NOTARY PUBLIC AND RETURN IT TO:**

Pristine Point Owner's Association, Inc. c/o Toad Property Management, Inc.

P.O. Box 2776, 318 Elk Avenue, Suite 24

Crested Butte, Colorado 81224

Fax: (970) 349-2773 Email: Rob@ToadPropertyManagement.com



**BALLOT**

The undersigned, being a member of the PRISTINE POINT OWNERS' ASSOCIATION, INC., a Colorado nonprofit corporation, by virtue of owning Lot No. 5, Pristine Point at Crested Butte, County of Gunnison, State of Colorado hereby votes as follows: **(PLEASE MARK YOUR VOTE WITH AN "X")**

**1. Proposal to approve the Third Amendment to the Declaration of Protective Covenants for Pristine Point at Crested Butte amending section 7.3 of the Declaration of Protective Covenants for Pristine Point at Crested Butte as follows:**

**7.3 Road and Driveway Maintenance.** The Association shall maintain and repair all private roads within the Property, including snow removal and snow storage, until Gunnison County accepts such roads for snow plowing and maintenance. The Association shall provide snow removal for all shared driveways within the Property. Lot Owners shall be responsible for snow removal, independent from the Association, for the non-shared portion of driveways on their respective Lots. Lot Owners on shared driveways will be responsible for all other maintenance or improvements of the Association on August 17th, 2004. 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 on Pristine Point Drive to Lot 18.

✓ **FOR**

       **AGAINST**

With respect to this proposal:

1. The total number of Lots entitled to vote is 19;
2. The number of affirmative responses needed to enact the amendment is 10;
3. Fifty-one percent (51%) of the property owners must vote FOR the proposed amendment for it to be approved;
4. The Association must receive your ballot by June 30, 2017, in order for your vote to be counted; and
5. The ballot may not be revoked.

Dated this 31 day of MAY, 2017.

Signature: \_\_\_\_\_

Printed Name of Lot Owner: LARRY M. ELMORE

Capacity if not an individual: \_\_\_\_\_

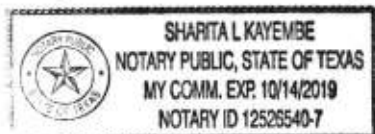
STATE OF Texas

County of Tarrant )ss.

The foregoing instrument was acknowledged before me on this the 31 day of May, 2017 by \_\_\_\_\_

SHARITA L. KAYEMBE

Witness my hand and official seal. My commission Expires: 10.14.2019



[Signature]  
Notary Public

**PLEASE SIGN AND DATE THIS BALLOT IN THE PRESENCE OF A NOTARY PUBLIC AND RETURN IT TO:**

Pristine Point Owner's Association, Inc. c/o Toad Property Management, Inc.  
P.O. Box 2776, 318 Elk Avenue, Suite 24  
Crested Butte, Colorado 81224  
Fax: (970) 349-2773 Email: Rob@ToadPropertyManagement.com



BRITISH MUSEUM  
NATURAL HISTORY  
DEPARTMENT OF  
ZOOLOGY  
LONDON



Fax: (970) 349-2773 Email: [Rob@ToadPropertyManagement.com](mailto:Rob@ToadPropertyManagement.com)

**BALLOT**

The undersigned, being a member of the PRISTINE POINT OWNERS' ASSOCIATION, INC., a Colorado nonprofit corporation, by virtue of owning Lot No. 13, Pristine Point at Crested Butte, County of Gunnison, State of Colorado hereby votes as follows: **(PLEASE MARK YOUR VOTE WITH AN "X")**

**1. Proposal to approve the Third Amendment to the Declaration of Protective Covenants for Pristine Point at Crested Butte amending section 7.3 of the Declaration of Protective Covenants for Pristine Point at Crested Butte as follows:**

**7.3 Road and Driveway Maintenance.** The Association shall maintain and repair all private roads within the Property, including snow removal and snow storage, until Gunnison County accepts such roads for snow plowing and maintenance. The Association shall provide snow removal for all shared driveways within the Property. Lot Owners shall be responsible for snow removal, independent from the Association, for the non-shared portion of driveways on their respective Lots. Lot Owners on shared driveways will be responsible for all other maintenance or improvement of shared driveways subject to the conditions described in Article 6 of the Easement Agreement approved by the Members of the Association on August 17th, 2004. 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 on Pristine Point Drive to Lot 18.

✓ **FOR**                      **AGAINST**

**With respect to this proposal:**

1. The total number of Lots entitled to vote is 19;
2. The number of affirmative responses needed to enact the amendment is 10;
3. Fifty-one percent (51%) of the property owners must vote FOR the proposed amendment for it to be approved;
4. The Association must receive your ballot by June 30, 2017, in order for your vote to be counted; and
5. The ballot may not be revoked.

Dated this 30 day of June, 2017.

Signature: Richard C. Meltzer

Printed Name of Lot Owner: Richard L. Matthews

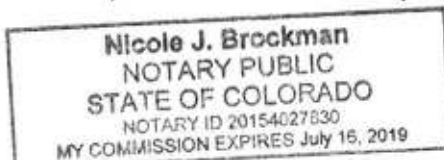
Capacity if not an individual: \_\_\_\_\_

STATE OF Colorado

County of Glenison ) ss.

The foregoing instrument was acknowledged before me on this the 30<sup>th</sup> day of June, 2017 by Richard Mathews

Witness my hand and official seal. My commission Expires: June 16, 2010



Notary Public

**PLEASE SIGN AND DATE THIS BALLOT IN THE PRESENCE OF A NOTARY PUBLIC AND RETURN IT TO:**

Pristine Point Owner's Association, Inc. c/o Toad Property Management, Inc.

P.O. Box 2776, 318 Elk Avenue, Suite 24

Crested Butte, Colorado 81224

Fax: (970) 349-2773 Email: [Rob@ToadPropertyManagement.com](mailto:Rob@ToadPropertyManagement.com)



BALLOT

The undersigned, being a member of the PRISTINE POINT OWNERS' ASSOCIATION, INC., a Colorado nonprofit corporation, by virtue of owning Lot No. 73 Streaky Creek Pristine Point at Crested Butte, County of Gunnison, State of Colorado hereby votes as follows: (PLEASE MARK YOUR VOTE WITH AN "X") #14

1. **Proposal to approve the Third Amendment to the Declaration of Protective Covenants for Pristine Point at Crested Butte amending section 7.3 of the Declaration of Protective Covenants for Pristine Point at Crested Butte as follows:**

7.3 **Road and Driveway Maintenance.** The Association shall maintain and repair all private roads within the Property, including snow removal and snow storage, until Gunnison County accepts such roads for snow plowing and maintenance. The Association shall provide snow removal for all shared driveways within the Property. Lot Owners shall be responsible for snow removal, independent from the Association, for the non-shared portion of driveways on their respective Lots. Lot Owners on shared driveways will be responsible for all other maintenance or improvement of shared driveways subject to the conditions described in Article 6 of the Easement Agreement approved by the Members of the Association on August 17th, 2004. 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 on Pristine Point Drive to Lot 18.

X FOR

\_\_\_\_ AGAINST

With respect to this proposal:

1. The total number of Lots entitled to vote is 19;
2. The number of affirmative responses needed to enact the amendment is 10;
3. Fifty-one percent (51%) of the property owners must vote FOR the proposed amendment for it to be approved;
4. The Association must receive your ballot by June 30, 2017, in order for your vote to be counted; and
5. The ballot may not be revoked.

Dated this 8 day of June, 2017

Signature: Robert Gore

Printed Name of Lot Owner: Robert Gore

Capacity if not an individual: \_\_\_\_\_

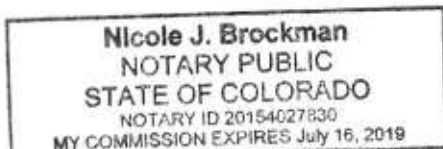
STATE OF Colorado

County of Gunnison )ss.

The foregoing instrument was acknowledged before me on this the 8 day of June, 2017 by \_\_\_\_\_

Robert Gore

Witness my hand and official seal. My commission Expires: July 16, 2019



[Signature]  
Notary Public

**PLEASE SIGN AND DATE THIS BALLOT IN THE PRESENCE OF A NOTARY PUBLIC AND RETURN IT TO:**

Pristine Point Owner's Association, Inc. c/o Toad Property Management, Inc.

P.O. Box 2776, 318 Elk Avenue, Suite 24

Crested Butte, Colorado 81224

Fax: (970) 349-2773 Email: Rob@ToadPropertyManagement.com



The undersigned, being a member of the PRISTINE POINT OWNERS' ASSOCIATION, INC., a Colorado nonprofit corporation, by virtue of owning Lot No. 15, Pristine Point at Crested Butte, County of Gunnison, State of Colorado hereby votes as follows: **(PLEASE MARK YOUR VOTE WITH AN "X")**

7.3 **Road and Driveway Maintenance.** The Association shall maintain and repair all private roads within the Property, including snow removal and snow storage, until Gunnison County accepts such roads for snow plowing and maintenance. The Association shall provide snow removal for all shared driveways within the Property. Lot Owners shall be responsible for snow removal, independent from the Association, for the non-shared portion of driveways on their respective Lots. Lot Owners on shared driveways will be responsible for all other maintenance or improvement of shared driveways subject to the conditions described in Article 6 of the Easement Agreement approved by the Members of the Association on August 17th, 2004. 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 on Pristine Point Drive to Lot 18.

✓ **FOR**                      **AGAINST**

1. The total number of Lots entitled to vote is 19;
2. The number of affirmative responses needed to enact the amendment is 10;
3. Fifty-one percent (51%) of the property owners must vote FOR the proposed amendment for it to be approved;
4. The Association must receive your ballot by June 30, 2017, in order for your vote to be counted; and
5. The ballot may not be revoked.

Dated this 30 day of June, 2017.

Signature: Ted Smith

Printed Name of Lot Owner: W. Jackson Moore

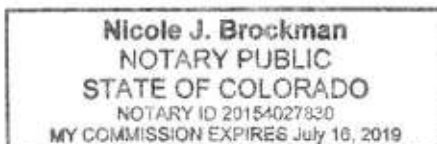
Capacity if not an individual: \_\_\_\_\_

STATE OF Colorado )

County of Gunnison ) ss.

The foregoing instrument was acknowledged before me on this the 30 day of June, 2017 by Henson Moore

Witness my hand and official seal. My commission Expires: July 16, 2019



  
Notary Public

**PLEASE SIGN AND DATE THIS BALLOT IN THE PRESENCE OF A NOTARY PUBLIC AND RETURN IT TO:**

Pristine Point Owner's Association, Inc. c/o Toad Property Management, Inc.

P.O. Box 2776, 318 Elk Avenue, Suite 24

Crested Butte, Colorado 81224

Fax: (970) 349-2773 Email: [Rob@ToadPropertyManagement.com](mailto:Rob@ToadPropertyManagement.com)





Fax: (970) 349-2773 Email: [Rob@ToadPropertyManagement.com](mailto:Rob@ToadPropertyManagement.com)



**TOAD PROPERTY MANAGEMENT, INC.**  
**P.O. BOX 2776**  
**CRESTED BUTTE, CO 81224**  
**(970) 349-2773**

May 18, 2017

To all Pristine Point Owners

Re: Third Amendment to Declaration of Protective Covenants for Pristine Point at Crested Butte

For the last few years, your Board has wrestled with inconsistencies and confusion over our rules and regulations concerning our shared driveways; and we have received complaints regarding cost-sharing from several owners. By the attached proposed Third Amendment to the Declaration of Protective Covenants for Pristine Point at Crested Butte ("Declaration"), we hope to finally put this issue to rest at this year's Annual Meeting.

The reason for much of the confusion relates to two separate documents: first, the Easement Agreement dated August 17, 2004, recorded August 17, 2004, at Reception No. 545224, ("Easement Agreement") and second, the Second Amendment to the Declaration recorded April 11, 2007 at Reception No. 574346 ("Second Amendment") in the real estate records of Gunnison County, Colorado.

The Easement Agreement was approved by 100 percent of PPOA owners and accomplished the following:

1. Accepted the as-built locations of lots, roads and driveways;
2. Established grants of easement for the shared driveways;
3. Established rules for construction, maintenance (including snow removal) and repair of shared driveways.
4. Confirmed the Association's responsibility for snow removal on the shared driveways.
5. Established that owners who benefit from shared driveway access would be responsible for other maintenance and repairs like pothole and erosion repairs.
6. Provided a process by which owners on shared driveways could decide among themselves on any capital improvements (i.e. paving) that they agree upon. The Agreement was crafted by our legal counsel and supplemented the original Declaration.

The Second Amendment to the Declaration was put forward by the PPOA Board without the benefit of legal counsel. It proposed six separate amendments to the Declaration, one dealing with shared driveways. The shared driveway amendment reversed the responsibilities for snow removal and maintenance repairs. In hindsight, we believe the rationale for these changes were not properly explained. However, the Second Amendment received enough votes to pass and this is what is causing the confusion. We do not believe it currently represents the will of a majority of PPOA owners.

Consequently, in addition to our regular business scheduled for the Annual Meeting, your Board of Managers is advocating passage of a Third Amendment to the Declaration to settle this issue. This Amendment will restore the full consensus of the Easement Agreement. A copy of the Third Amendment is attached. Under the provisions of the Declaration, any amendment to the Declaration requires the consent of a majority of the Lots subject to the Declaration, which would be 10 Lots and the approval of Gunnison County. One property owner



for each Lot in the Association as of June 30, 2017 is entitled to vote on the matters set forth on the enclosed Ballot. If approved, Article 7.3 will be changed in its entirety as set forth in the Third Amendment.

If anyone would like a copy of the Easement Agreement, please contact our manager, Rob Harper at Toad Property Management.

You will note that we retain wording in the Third Amendment which confirms our intentions to eventually convince Gunnison County to accept ownership of the private roads. Our consistent attempts to achieve this goal have been unsuccessful to date. We will not give up on this goal and we will continue to monitor personnel changes and the politics of our County Commissioners.

With respect to this proposed Third Amendment to the Declaration:

1. The total number of Lots entitled to vote is 19;
2. The number of affirmative responses needed to enact the amendment is 10;
3. Fifty-one percent (51%) of the property owners must vote FOR the proposed amendment for it to be approved;
4. The Association must receive your ballot by June 30, 2017, in order for your vote to be counted; and
5. The ballot may not be revoked.
6. If the proposed Amendment is approved by the Lot owners, it will be submitted to Gunnison County for approval.

YOUR VOTE IS VERY IMPORTANT. Please indicate your vote by signing, dating, and returning the enclosed ballot via fax to (970) 349-2773 or in the enclosed postage-paid envelope to the Association. The ballot must be received by not later than 1 pm, June 30, 2017, or hand delivered at the Annual Meeting, or your vote will not be counted.

We will also have a Notary Public present at the Annual Meeting. All information and voting documents are included in this transmittal and we ask that you promptly return your ballot, or plan to attend the Annual Meeting.

Your Board urges you to approve the Third Amendment to the Declaration. If you have any questions, or desire any further explanation, please contact us by mail, e-mail, or phone.

Best regards,

Rob Harper  
Toad Property Management, Inc.  
Manager of Pristine Point Owners Association



**BALLOT**

The undersigned, being a member of the PRISTINE POINT OWNERS' ASSOCIATION, INC., a Colorado nonprofit corporation, by virtue of owning Lot No. \_\_\_\_\_, Pristine Point at Crested Butte, County of Gunnison, State of Colorado hereby votes as follows: **(PLEASE MARK YOUR VOTE WITH AN "X")**

**1. Proposal to approve the Third Amendment to the Declaration of Protective Covenants for Pristine Point at Crested Butte amending section 7.3 of the Declaration of Protective Covenants for Pristine Point at Crested Butte as follows:**

**7.3 Road and Driveway Maintenance.** The Association shall maintain and repair all private roads within the Property, including snow removal and snow storage, until Gunnison County accepts such roads for snow plowing and maintenance. The Association shall provide snow removal for all shared driveways within the Property. Lot Owners shall be responsible for snow removal, independent from the Association, for the non-shared portion of driveways on their respective Lots. Lot Owners on shared driveways will be responsible for all other maintenance or improvement of shared driveways subject to the conditions described in Article 6 of the Easement Agreement approved by the Members of the Association on August 17th, 2004. 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 on Pristine Point Drive to Lot 18.

\_\_\_\_\_ **FOR**

\_\_\_\_\_ **AGAINST**

With respect to this proposal:

1. The total number of Lots entitled to vote is 19;
2. The number of affirmative responses needed to enact the amendment is 10;
3. Fifty-one percent (51%) of the property owners must vote FOR the proposed amendment for it to be approved;
4. The Association must receive your ballot by June 30, 2017, in order for your vote to be counted; and
5. The ballot may not be revoked.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Signature: \_\_\_\_\_

Printed Name of Lot Owner: \_\_\_\_\_

Capacity if not an individual: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )ss.

County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017 by \_\_\_\_\_

\_\_\_\_\_  
Witness my hand and official seal. My commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**PLEASE SIGN AND DATE THIS BALLOT IN THE PRESENCE OF A NOTARY PUBLIC AND RETURN IT TO:**

Pristine Point Owner's Association, Inc. c/o Toad Property Management, Inc.

P.O. Box 2776, 318 Elk Avenue, Suite 24

Crested Butte, Colorado 81224

Fax: (970) 349-2773 Email: Rob@ToadPropertyManagement.com



**THIRD AMENDMENT TO THE DECLARATION OF  
PROTECTIVE COVENANTS FOR  
PRISTINE POINT AT CRESTED BUTTE**

This Third Amendment to the Declaration of Protective Covenants for Pristine Point at Crested Butte ("Third Amendment") is made and adopted as of \_\_\_\_\_, 2016 by the undersigned, Pristine Point Owner's Association, Inc., a Colorado nonprofit corporation ("PPOA"), the home owners association for Pristine Point at Crested Butte.

**1. FACTS AND PURPOSES.**

1.1. Pristine Point at Crested Butte was platted according to the Plat of Pristine Point at Crested Butte recorded October 8, 1997 in the offices of the Clerk and Recorder of County of Gunnison, State of Colorado at Reception No. 478904 (the "Pristine Point").

1.2. The Declaration of Protective Covenants for Pristine Point at Crested Butte was recorded October 8, 1997 at Reception No. 478905 ("Declaration").

1.3. An Amendment to the Declaration was recorded June 23, 1998 at Reception No. 484514 in the offices of the Clerk and Recorder of Gunnison County, State of Colorado ("First Amendment").

1.4. A second Amendment to the Declaration was recorded April 11, 2007 at Reception No. 574346 in the offices of the Clerk and Recorder of Gunnison County, State of Colorado ("Second Amendment").

1.5. Pursuant to Section 13.2 of the Declaration, any provision contained in the Declaration may be amended or repealed, or additional provisions may be added to this Declaration upon the approval by a majority of the owners as shown in the records in the office of the Clerk and Recorder of Gunnison County, State of Colorado and Gunnison County and Gunnison County.

1.6. Accordingly, a majority of the members of the PPOA and Gunnison County have agreed to amend the Declaration as follows:

**2. AMENDMENT.** Section 7.3 is hereby amended as follows:

7.3 **Road and Driveway Maintenance.** The Association shall maintain and repair all private roads within the Property, including snow removal and snow storage, until Gunnison County accepts such roads for snow plowing and maintenance. The Association shall provide snow removal for all shared driveways within the Property. Lot Owners shall be responsible for snow removal, independent from the Association, for the non-shared portion of driveways on their respective Lots. Lot Owners on shared driveways will be responsible for all other maintenance or improvement of shared driveways subject to the conditions described in Article 6 of the Easement Agreement approved by the Members of the Association on August 17th, 2004. 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 on Pristine Point Drive to Lot 18.





IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to the Declaration of Protective Covenants for Pristine Point at Crested Butte

**ASSOCIATION:**

PRISTINE POINT OWNER'S ASSOCIATION,  
INC., a Colorado nonprofit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Secretary

STATE OF COLORADO     )  
                                  )ss.  
County of Gunnison     )

The foregoing was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as President and \_\_\_\_\_ as Secretary of Pristine Point Owner's Association, Inc., a Colorado nonprofit corporation

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



BALLOT

The undersigned, being a member of the PRISTINE POINT OWNERS' ASSOCIATION, INC., a Colorado nonprofit corporation, by virtue of owning Lot No. \_\_\_\_\_, Pristine Point at Crested Butte, County of Gunnison, State of Colorado hereby votes as follows: **(PLEASE MARK YOUR VOTE WITH AN "X")**

**1. Proposal to approve the Third Amendment to the Declaration of Protective Covenants for Pristine Point at Crested Butte amending section 7.3 of the Declaration of Protective Covenants for Pristine Point at Crested Butte as follows:**

**7.3 Road and Driveway Maintenance.** The Association shall maintain and repair all private roads within the Property, including snow removal and snow storage, until Gunnison County accepts such roads for snow plowing and maintenance. The Association shall provide snow removal for all shared driveways within the Property. Lot Owners shall be responsible for snow removal, independent from the Association, for the non-shared portion of driveways on their respective Lots. Lot Owners on shared driveways will be responsible for all other maintenance or improvement of shared driveways subject to the conditions described in Article 6 of the Easement Agreement approved by the Members of the Association on August 17th, 2004. 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 on Pristine Point Drive to Lot 18.

\_\_\_\_\_ **FOR**

\_\_\_\_\_ **AGAINST**

With respect to this proposal:

1. The total number of Lots entitled to vote is 19;
2. The number of affirmative responses needed to enact the amendment is 10;
3. Fifty-one percent (51%) of the property owners must vote FOR the proposed amendment for it to be approved;
4. The Association must receive your ballot by June 30, 2017, in order for your vote to be counted; and
5. The ballot may not be revoked.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Signature: \_\_\_\_\_

Printed Name of Lot Owner: \_\_\_\_\_

Capacity if not an individual: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

)ss.

County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017 by \_\_\_\_\_

Witness my hand and official seal. My commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**PLEASE SIGN AND DATE THIS BALLOT IN THE PRESENCE OF A NOTARY PUBLIC AND RETURN IT TO:**

Pristine Point Owner's Association, Inc. c/o Toad Property Management, Inc.  
P.O. Box 2776, 318 Elk Avenue, Suite 24  
Crested Butte, Colorado 81224  
Fax: (970) 349-2773 Email: Rob@ToadPropertyManagement.com



BALLOT

The undersigned, being a member of the PRISTINE POINT OWNERS' ASSOCIATION, INC., a Colorado nonprofit corporation, by virtue of owning Lot No. 17 B, Pristine Point at Crested Butte, County of Gunnison, State of Colorado hereby votes as follows: (PLEASE MARK YOUR VOTE WITH AN "X")

1. **Proposal to approve the Third Amendment to the Declaration of Protective Covenants for Pristine Point at Crested Butte amending section 7.3 of the Declaration of Protective Covenants for Pristine Point at Crested Butte as follows:**

7.3 **Road and Driveway Maintenance.** The Association shall maintain and repair all private roads within the Property, including snow removal and snow storage, until Gunnison County accepts such roads for snow plowing and maintenance. The Association shall provide snow removal for all shared driveways within the Property. Lot Owners shall be responsible for snow removal, independent from the Association, for the non-shared portion of driveways on their respective Lots. Lot Owners on shared driveways will be responsible for all other maintenance or improvement of shared driveways subject to the conditions described in Article 6 of the Easement Agreement approved by the Members of the Association on August 17th, 2004. 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 on Pristine Point Drive to Lot 18.

\_\_\_\_\_ FOR

X AGAINST  
(We live on a County Road)

With respect to this proposal:

1. The total number of Lots entitled to vote is 19;
2. The number of affirmative responses needed to enact the amendment is 10;
3. Fifty-one percent (51%) of the property owners must vote FOR the proposed amendment for it to be approved;
4. The Association must receive your ballot by June 30, 2017, in order for your vote to be counted; and
5. The ballot may not be revoked.

Dated this 6-24 day of 6-24, 2017.

Signature: \_\_\_\_\_

Printed Name of Lot Owner: Margaret Schaffer

Capacity if not an individual: \_\_\_\_\_

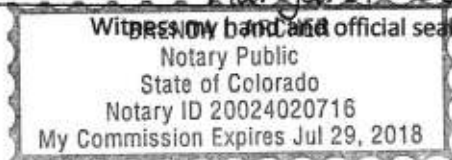
STATE OF CO

County of Gunnison

The foregoing instrument was acknowledged before me on this the 5 day of July, 2017 by \_\_\_\_\_

Margaret Schaffer

Witness my hand and official seal. My commission Expires: 7/29/2018



Brenda A. Aron  
Notary Public

**PLEASE SIGN AND DATE THIS BALLOT IN THE PRESENCE OF A NOTARY PUBLIC AND RETURN IT TO:**

Pristine Point Owner's Association, Inc. c/o Toad Property Management, Inc.

P.O. Box 2776, 318 Elk Avenue, Suite 24

Crested Butte, Colorado 81224

Fax: (970) 349-2773 Email: Rob@ToadPropertyManagement.com

