

ORDINANCE NO. 9

SERIES 2010

AN ORDINANCE APPROVING AND ACCEPTING AN AMENDMENT TO THE DEED OF CONSERVATION EASEMENT RESPECTING THE NICCOLI PROPERTY GIVEN TO THE TOWN OF CRESTED BUTTE BY THE CRESTED BUTTE LAND TRUST ON THE NICCOLI CORRIDOR TRACT

WHEREAS, the Town of Crested Butte, Colorado (the "Town") is a home rule municipality duly and regularly organized and validly existing as a body corporate and politic under and by virtue of the Constitution and laws of the State of Colorado;

WHEREAS, the Town and the Crested Butte Land Trust (the "Land Trust") entered into that certain Deed of Conservation Easement recorded in the real property records of the Office of the Clerk and Recorder of Gunnison County, Colorado on November 8, 2007 at Reception No. 580138 (the "Conservation Easement") by which the Town accepted a conservation easement in and to that certain real property described therein (the "Niccoli Corridor Tract", or the "Easement Area");

WHEREAS, the Land Trust desires to amend the Conservation Easement in order to (i) increase the acreage of the Easement Area by 1.3 acres thereby reducing the acreage of the Ranch Homestead Area (as defined in the Conservation Easement); and (ii) delete certain requirements for Town approval relative to the construction of any new structures and the moving and enlargement of any existing structures within the Ranch Homestead Area, the Land Trust stating that items (i) will uphold and enhance the Conservation Values (as defined in the Conservation Easement) of the Conservation Easement and item (ii) above is inapplicable to the Easement Area;

WHEREAS, the Town staff has determined that amending the Conservation Easement as contemplated herein will uphold and enhance the Conservation Values of the Easement Area and therefore recommends to the Town Council that it make the amendments set forth below; provided that, as to (iii) above, the Land Trust first place certain restrictive covenants on the Ranch Homestead Area as identified below so that any construction and associated development on such Ranch Homestead Area must be consistent with the Restrictive Covenants; and

WHEREAS, the Town Council finds that the amendments to the Conservation Easement, in conjunction with the imposition of restrictive covenants on the Ranch Homestead Area, as contemplated herein will uphold and enhance the Conservation Values of the Easement Area consistent with the Conservation Values identified in the Baseline Inventory for the Niccoli Corridor Parcel, April 1, 2008, and, accordingly, such amendments and restrictive covenants are in the best interest of the health, safety and welfare of the Town, its residents and visitors.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO, THAT,

Section 1. Acceptance and Amendment to Easement. The Town Council hereby approves and accepts the Amendment to Deed of Conservation Easement (Niccoli Corridor Tract) attached hereto as **Exhibit "A"** (the "**Amendment**"); provided that, the Declaration of Restrictive Covenant Ranch Homestead Area is executed and recorded contemporaneously with such Amendment.

Section 2. Acceptance and Approval of Declaration of Restrictive Covenant. The Town Council hereby approves and accepts the Declaration of Restrictive Covenant Ranch Homestead Area attached hereto as **Exhibit "B"**.

Section 3. Authorization for Execution. The Town Council hereby authorizes the Mayor, the Mayor Pro tem and other appropriate Town officials to execute and deliver any and all documents necessary and convenient for the purpose of accepting and entering into the Amendment to Easement.

Section 4. Severability. If any section, sentence, clause, phrase, word or other provision of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words or other provisions of this ordinance, or the validity of this ordinance shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

Section 5. Savings Clause. Except as amended hereby, the Crested Butte Municipal Code, as amended, shall remain valid and in full force and effect. Any provision of any ordinance previously adopted by the Town which is in conflict with this ordinance is hereby repealed as of the enforcement date hereof.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS 3rd DAY OF MAY, 2010.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS 17th DAY OF MAY, 2010.

TOWN OF CRESTED BUTTE, COLORADO

By: *Leah B. Williams*
Leah B. Williams, Mayor

ATTEST:

Eileen Hughes
Eileen Hughes, Town Clerk

(SEAL)

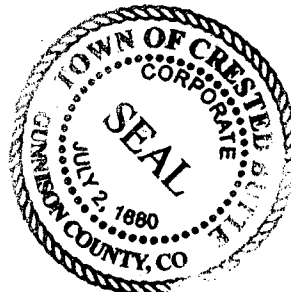


EXHIBIT "A"

**Amendment to Deed of Conservation Easement
(Niccoli Corridor Tract)**

[attach here]

AMENDMENT TO
DEED OF CONSERVATION EASEMENT
(Niccoli Corridor Tract)

THIS AMENDMENT TO DEED OF CONSERVATION EASEMENT (“**Amendment**”) is made and entered into this _____ day of _____, 2010 by and between the **CRESTED BUTTE LAND TRUST**, a Colorado nonprofit corporation, having its address at P.O. Box 2224, Crested Butte, CO 81224 (“**Grantor**”), and the **TOWN OF CRESTED BUTTE**, a Colorado home rule municipality, having its address at P.O. Box 39, Crested Butte, CO 81224 (“**Grantee**”). The following exhibits are attached hereto and are incorporated by reference:

Exhibit A-1 Plat of Alpenglow Ranch, including Description of Property

RECITALS:

- A) Grantor granted a Deed of Conservation Easement (the “**Conservation Easement**”) to Grantee, which was recorded on November 8, 2007 at Reception No. 580138 of the Gunnison County, Colorado real property records.
- B) A plat of the Alpenglow Ranch, which includes the property encumbered by the Conservation Easement, was recorded on _____, 2010, as Reception No. _____ of the records of the Gunnison County, Colorado Clerk and Recorder, a copy of which is attached hereto as **Exhibit A-1** (the “**Plat**”) and incorporated herein by reference.
- C) Grantor and Grantee wish to amend the Conservation Easement (i) to increase the area encumbered by the Conservation Easement by 1.3 acres from 31.77 acres to 33.07 acres, and thereby to reduce the size of the “Ranch Homestead Area” (referred to “**Lot 1**” on Exhibit A-1) that is not encumbered by this Easement from 5 acres to 3.7 acres; (ii) to clarify the restriction regarding road and trail construction; and (iii) to remove provisions which purported to encumber or affect the Ranch Homestead Area (Lot 1).
- D) As provided in Paragraph 28k of the Conservation Easement this Amendment has been approved by the State Board of the Great Outdoors Colorado Trust Fund (the “**Board**”). This Amendment increases the area encumbered by the Conservation Easement and is consistent with the conservation purposes of the Conservation Easement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, conditions and agreements herein contained Grantor and Grantee, intending to be legally bound, hereby agree as follows:

1. Exhibits. **Exhibit A** and **Exhibit B** attached to the Conservation Easement are hereby intentionally deleted and are replaced by Exhibit A-1, attached hereto.
2. Recital A. Recital A of the Conservation Easement is hereby deleted and replaced in its entirety by the following:

“Grantor is the sole owner in fee simple of a certain 33.07 acre tract of real property known as the “Niccoli Corridor Tract”, located in Gunnison County, Colorado, and referred to as “**Lot 2**” as more particularly described and depicted in **Exhibit A-1** attached hereto and incorporated herein by this reference.
3. Recital B. Recital B of the Conservation Easement is hereby deleted and replaced in its entirety by the following:

“The real property encumbered by this Deed of Conservation Easement is the 33.07 acre tract “**Lot 2**” described and depicted in **Exhibit A-1** (the “**Property**”).”
4. Paragraph 5d. This Conservation Easement encumbers only the Property described in **Exhibit A-1** and accordingly, Paragraph 5d of the Conservation Easement is hereby deleted in its entirety.
5. Paragraph 5i - Paving and Road and Trail Construction. The first sentence of Paragraph 5i entitled “Paving and Road and Trail Construction is hereby deleted in its entirety, and is replaced by the following (new language is shown in bold):

“Except as provided in this Paragraph 5i, no portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other paving material”.
6. Paragraph 9. This Conservation Easement encumbers only the Property described in **Exhibit A-1** and accordingly, Paragraph 9 of the Conservation Easement is hereby deleted in its entirety.
7. Declaration of Restrictive Covenant. In consideration for the Town agreeing to delete Paragraphs 5d. and 9. of the Conservation Easement as stated hereinabove, Grantor has recorded that certain Declaration of Restrictive Covenant Ranch Homestead Area (the “**Declaration**”) made by Grantor and dated _____, 2010 in the Office of the Clerk and Recorder of Gunnison County on _____, 2010 at Reception No. _____.
8. Grant of Trail Easement. At the time of recording of this Amendment the parties have also recorded a Public Trail Easement which affects the Property.
9. Complete Agreement. The Conservation Easement and this Amendment are the full and complete agreement between the parties, and may not be modified except in writing, approved by the Board and signed by each. Except to the extent modified by this Amendment the original Conservation Easement remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to Deed of Conservation Easement the day and year first above written.

GRANTOR:

By: CRESTED BUTTE LAND TRUST,
a Colorado nonprofit corporation

By: _____
Keith Bauer, President

ATTEST:

By: _____

STATE OF COLORADO)
) ss:
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by Keith Bauer as President of the Crested Butte Land Trust, a Colorado nonprofit corporation.

Witness my hand and official seal.

Notary Public

My commission expires: _____

EXHIBIT "B"

Declaration of Restrictive Covenant Ranch Homestead Area

[attach here]

**DECLARATION OF RESTRICTIVE COVENANT
RANCH HOMESTEAD AREA**

This DECLARATION OF RESTRICTIVE COVENANT (hereafter "**Covenant**") is executed this ___ day of _____, 2010, by the CRESTED BUTTE LAND TRUST, a Colorado nonprofit corporation, P.O. Box 2224, Crested Butte, CO 81224 (hereafter "**Declarant**"). The following exhibits are attached hereto and are incorporated by reference:

- Exhibit A-1 - Plat of Alpenglow Ranch, including Description of Property
- Exhibit B-1 Legal description for 3.7 acre Lot 1
- Exhibit B-2 Legal description for 33.07 acre Lot 2

**ARTICLE I.
RECITALS**

Section 1. Ownership of Property. Declarant is the owner of the 3.7 acre real property (hereafter "**Ranch Homestead Parcel**") identified as "**Lot 1**" in the Alpenglow Ranch plat recorded on _____, 2010 as Reception No. _____ of the records of the Gunnison County, Colorado Clerk and Recorder, a copy of which is attached hereto as **EXHIBIT A-1** (the "**Plat**") and incorporated herein by reference.

Section 2. Sale of Ranch Homestead Parcel. Declarant also is the owner of the "**Corridor Tract**" identified as "**Lot 2**" in **EXHIBIT A-1**. Declarant desires to sell and convey the Ranch Homestead Parcel to a third party so long as it is subject to the covenants and restrictions set forth herein. Any purchaser of the Ranch Homestead Parcel shall take and hold title subject to this perpetual Covenant.

Section 3. Declaration of Covenants. Declarant hereby makes, declares and establishes the following covenants and restrictions which shall affect and encumber the Ranch Homestead Parcel. This Covenant shall run with the Ranch Homestead Parcel and shall be binding upon all persons and entities having the right, title or interest in and to the Ranch Homestead Parcel, their heirs, successors and assigns, and their tenants, employees, guests and invitees, and shall inure to and be for the benefit of Declarant.

Section 4. Statement of Purpose. This Covenant is imposed to provide for the covenants and restriction set forth herein all of which are for the benefit of Declarant and the Corridor Tract.

**ARTICLE II.
USE OF THE RANCH HOMESTEAD PARCEL**

Section 1. Residential and Agricultural Use. The Ranch Homestead Parcel shall be used exclusively for residential and agricultural purposes, including home occupations, which, as used herein, shall mean a use conducted entirely within a residence which is incidental and secondary to the use of the residence for residential purposes and which does not change the residential character thereof. Agricultural use will not result in overgrazing of property and stubble height will be maintained at 3" or higher. No activity related to such incidental and secondary use shall interfere with the quiet and dignity of the neighborhood and only one person other than the occupants of the residence shall be employed for such use. Any structure on the Ranch Homestead Parcel may be leased by the owner to a third party, provided that such lessee shall be made aware of the terms of this Covenant, that this Covenant is not violated and that a copy of any such lease shall be provided to the Declarant within 15 days of its execution.

Section 2. Domestic Animals. No more than 2 horses, 2 dogs and 1 cat may reside on the Ranch Homestead Parcel. Domestic animals shall not be permitted to interfere with livestock or the care of livestock that occurs as part of agricultural operations on the Corridor Tract. Animals shall be confined by kenneling, leashing, fencing or other physical constraint, and enforcement by the County shall be allowed at the expense of the owner of the Ranch Homestead Parcel.

Section 3. Existing Single Family Residence. The existing single-family residence on the Ranch Homestead Parcel, which is approximately 1,100 square feet in size, shall be maintained structurally, and its exterior appearance as a historic ranch homestead shall be maintained unless it is removed and properly disposed of. The size of the existing single-family residence shall not be enlarged.

Section 4. Other Buildings. Currently on the Homestead Ranch Parcel there exists, in addition to the historic single-family residence, a Quonset hut, a barn, a shop, and a log cabin totaling approximately 3,920 square feet. Any or all of these buildings; may be removed and properly disposed of, and a new single-family residence and/or barn may be constructed, provided that (a) the total square footage of all buildings on the Ranch Homestead Parcel (including those described in Section 4(b) and 4(c), but excluding the existing historic single-family residence), shall not exceed a total of 3,920 square feet; (b) no new residential building shall exceed 2,500 square feet; and (c) no new barn shall exceed 2,000 square feet. In the discretion of the owner of Lot 1, the historic single family residence may be either (1) moved east at least 20 feet but not more than 40 feet; or (2) removed and properly disposed. If the owner of Lot 1 proposes to remove the historic single-family residence, it shall notify the Town of Crested Butte in writing, of its intent and the Town shall have thirty (30) days to respond in writing and notify the owner of Lot 1 that the Town has elected to remove the historic family residence from Lot 1 and relocate it or recycle it at the Town's sole expense and liability, in which event the structure shall be removed within 45 days after the Town gives notice of its intent to remove the structure. If the Town does not elect to remove the structure the owner of Lot 1 shall then advertise publicly for two weeks that the historic single-family residence is available for moving prior to demolition or removal of the structure. Square footage shall be computed in accordance with the International Building Code

currently in effect in Gunnison County, or any building code subsequently adopted by the County of Gunnison.

Section 5. Height of Buildings. No building on the Ranch Homestead Parcel shall be higher than 20 feet, measured as the vertical distance from the grade plane to the average height of the highest roof surface, in compliance with the Gunnison County Land Use Resolution or any replacement regulations. Steeples and spires shall not be allowed. A chimney may extend no more than 3 feet higher than the roof peak.

Section 6. Roof. No building on the Ranch Homestead Parcel shall have a reflective roof. A dull finished galvanized roof shall be permitted. The roofs of the buildings shall have minimum pitches of at least 6:12.

Section 7. Color. All buildings on the Ranch Homestead Parcel shall be predominantly earth tone colors, meaning those colors occurring naturally within the vicinity of the Ranch Homestead Parcel which when used, will tend to cause any improvement to blend into its natural summer surroundings.

Section 8. Building Envelope for New Single Family Residence. Any new single family residence or accessory buildings shall be constructed within the Building Envelope set forth in **EXHIBIT A-1 "Building Envelope"** attached hereto and incorporated herein by reference.

Section 9. Fences. Fences shall be constructed that separate the Ranch Homestead Parcel from adjoining agricultural lands. All fences on the Ranch Homestead Parcel shall be standard 4-strand barb wire or smooth wire, or wooden post and rail having a natural color. All fence wire on barbed wire and combination fences shall be placed on the side of the fence that faces livestock. It is the responsibility of the owner of the Ranch Homestead Parcel to construct, maintain and repair the fence in order to keep livestock off his/her property in accordance with C.R.S. 35-46-101 et seq. Colorado's "Fence-Out" requirements. Fencing shall be designed to minimize impact to agricultural operations. The maximum height of the perimeter highway and two connecting perimeter fences shall be four (4) feet. Interior fences and the east perimeter fence may have a maximum height of six (6) feet.

Section 10. Lighting. Lighting shall be in compliance with the Gunnison County Land Use Regulations and all lighting on the Ranch Homestead Parcel shall have full cut-off, and shall be directed downward so as to not illuminate or glare off of the Ranch Homestead Parcel.

Section 11. Berms. Berms shall be allowed on the Ranch Homestead Parcel, provided they vary in height, do not exceed 8 feet in height from natural grade, they are set back or forward from one another, with each section being no longer than 20 feet in length, and they do not substantially interfere with the view of the historic single family residence from Colorado State Highway 135.

Section 12. Reclamation and Noxious Weed Control. Within one calendar year of substantial completion of any construction, the owner of the Ranch Homestead Parcel shall revegetate the affected site in compliance with Gunnison County Land Use Regulations. Thereafter the revegetated area shall be maintained in its revegetated condition, free of noxious weeds.

Section 13. Irrigation Ditch Maintenance. The owner of any irrigation ditch crossing the Ranch Homestead Parcel shall have the right to enter the designated irrigation ditch maintenance easement, maintain the ditch, and leave natural debris on the bank.

Section 14. Tree Cutting. Trees may be cut only to control insects and disease, to control invasive non-native species, and to prevent personal injury and property damage. No other cutting of trees shall occur.

Section 15. Trail Easement. The Ranch Homestead Parcel is subject to a Public Trail Easement granted to the Town of Crested Butte and recorded on _____, 2010 at Reception No. _____ of the Gunnison County, Colorado real property records.

ARTICLE III. MAINTENANCE OF THE RANCH HOMESTEAD PARCEL

The Ranch Homestead Parcel and all improvements thereon shall be kept and maintained in a clean, safe and attractive condition and in good repair. All trash containers, propane and other tanks, shall be screened from Colorado State Highway 135 by adequate planting or fences. All rubbish and trash shall be periodically removed from the Ranch Homestead Parcel and shall not be allowed to accumulate. No unsightly objects, including without limitation abandoned or unused motor vehicles, shall be stored on the Ranch Homestead Parcel, except for construction materials during construction which shall be completed within a timely manner.

ARTICLE IV. REVIEW AND APPROVAL

Section 1. Building Permit. Any owner wishing to build a single family residence or other structure on the Ranch Homestead Parcel shall be responsible for obtaining all approvals, licenses and permits as may be required by Gunnison County, Colorado and any other entity or district having jurisdiction over the Property, prior to the commencement of construction. The plans for such improvements shall be provided to the Declarant for review of consistency with this Covenant prior to or at the time they are presented to Gunnison County. When a building permit is issued for any construction all construction shall be completed and a final Certificate of Occupancy shall be issued within 2 years of when the permit is used or such earlier period of time as is required by the permit.

ARTICLE V.

DESIGN REQUIREMENTS

Section 1. Design Requirements. Any single family residence or other structure or improvement situated on the Ranch Homestead Parcel shall comply with the requirements of this Article and this Covenant, and the Gunnison County Land Use Resolution or any replacement regulations. The more restrictive regulations or requirements shall apply.

Section 2. Building Envelope. Any building, structure or other improvement shall be constructed entirely within the designated Building Envelope, except that if the installation of a new septic system pursuant to County regulations requires that the system be constructed in whole or in part outside of the Building Envelope, then it shall be constructed as close to the Building Envelope as possible. Building plans will be submitted to Gunnison County Planning Commission, and to the Declarant, for written approval prior to construction, which approval shall not be unreasonably denied.

Section 3. International Building Code. All buildings, structures and other improvements shall meet all of the requirements, including fire protection standards, of the International Building Code, or any building code subsequently replacing said code, and any other building code or fire code of Gunnison County, Colorado and the fire protection district then having jurisdiction over the Property.

ARTICLE VI. ENFORCEMENT OF COVENANTS

Section 1. Right to Enforce. The Declarant shall have the right to enforce these Covenants.

Section 2. Notice of Violation. If the Declarant finds what it believes is a violation of this Covenant, it shall notify the offending party in writing of the nature of the alleged violation. Upon receipt of this written notice, the party receiving it shall either (a) restore the Ranch Homestead Parcel to its condition prior to the violation, or (b) provide a written explanation to the party sending the notice of the reason why the alleged violation should be permitted. If the condition described in clause (b) above occurs, or if no written explanation is provided to the sending party, the parties agree to meet as soon as possible to resolve this difference. If a resolution of this difference cannot be achieved at this meeting, the parties agree to meet with a mutually acceptable mediator to attempt to resolve the dispute. The party receiving the notice shall discontinue any activity which could continue, increase or expand the alleged violation during the negotiation and mediation process. Should mediation fail to resolve the dispute within sixty (60) days of a party's notice to the other of the alleged violation, or by such other date as the parties may mutually agree, the enforcing party may take appropriate legal action.

Section 3. Causes of Action. Every violation of this Covenant shall be deemed to be a nuisance and is subject to all the remedies providing for the abatement thereof. If a

court with jurisdiction determines that a violation of this Covenant is imminent, exists, or has occurred, an enforcing party may obtain an injunction to stop it, temporarily or permanently. The Court may also issue an order or injunction requiring an offending party to restore the Ranch Homestead Parcel to the condition that existed prior to the violation. The remedies described in this Covenant shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including the right to recover any damages for loss of scenic or environmental values.

Section 4. Ex Parte Injunction. Notwithstanding any requirement outlined in this Article, if the Declarant, in its sole and absolute discretion, determines that there is an imminent violation of this Covenant or imminent harm or danger to the Ranch Homestead Parcel, then the Declarant may request the Court (via an *ex parte* hearing if necessary) to issue an injunction to stop it temporarily or permanently. The failure of the Declarant to discover a violation or to take immediate legal action shall not bar said party from doing so at a later time.

Section 5. Costs of Enforcement. Any costs incurred by Declarant in successfully enforcing the terms of this Covenant against another party, including without limitation, costs of suit, expert and other witness fees and attorneys' fees, and any costs of restoration necessitated by a party's violation of the terms of this Covenants, shall be borne by the defaulting party.

Section 6. Declarant's Discretion. Enforcement of the terms of this Covenant shall be at the reasonable discretion of the Declarant. Any forbearance by the Declarant to exercise its rights under this Covenant in the event of any breach hereof shall not be deemed or construed to be a waiver by the Declarant of such terms or of any subsequent breach of the same or any other term of this Covenant or any of Declarant's rights under this Covenant. No delay or omission by Declarant in the exercise of any right or remedy upon any breach by another party shall impair such right or remedy or be construed as a waiver.

Section 7. Waiver of Certain Defenses. Any owner of the Ranch Homestead Parcel waives any defense of laches, estoppel or prescription, and agrees that the 1-year statute of limitation provided under C.R.S. §38-41-119, or any substitute legislation, does not apply to this Covenant and any such owner waives any rights it may have pursuant to such statute.

ARTICLE VII. DURATION OF COVENANTS

Section 1. Term. The term of this Covenant, and any amendments or supplements hereto shall be perpetual, commencing from the date of its recordation in the official records of Gunnison County, Colorado. The Declarant intends and desires that the obligations and restrictions set forth in this Covenant be enforceable pursuant to C.R.S. Section 38-30.5-101, et. seq. Alternatively, the Declarant intends and desires that the obligations and restrictions set forth in this Covenant be enforceable as a restrictive

covenant, or a covenant intended to benefit the Conserved Corridor Tract, or that such obligations and restrictions be enforceable as an equitable servitude.

Section 2. Amendment. This Covenant, or any provision hereof, may only be terminated, extended, modified or amended as to the Ranch Homestead Parcel, or any portion thereof, upon the prior written consent of the owner of the Corridor Tract (less the Ranch Homestead Parcel), and the owner of the Ranch Homestead Parcel. Any such amendments, termination, modifications and/or extensions thereto must be approved in advance in writing by the Town of Crested Butte otherwise such amendments, etc., are void *ab initio*. Any such amendment shall be by an instrument duly executed, acknowledged and recorded in the official records of Gunnison County, Colorado and upon such recording shall be for the benefit of and be binding on the parties. Any amendment, termination, or modification of this Covenant is also subject to approval by Gunnison County.

ARTICLE VIII. GENERAL PROVISIONS

Section 1. Severability. This Covenant, to the extent possible, shall be construed as to give validity to all of the provisions hereof. If any provision hereof 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.

Section 2. Construction. In interpreting words herein, unless the context shall otherwise provide or require, the singular shall include the plural, and the plural shall include the singular.

Section 3. Headings. The heading on any section or Article are included only for purposes of convenient reference and shall not affect the meaning or interpretation of this Covenant.

Section 4. Applicable Law. The proper jurisdiction and venue for any action pertaining to the interpretation or enforcement of this Covenant shall be the District Court of Gunnison County, Colorado, and each party hereto and any subsequent owner of all or a portion of the Property hereby consents to be subject to the personal jurisdiction of said Court.

Section 5. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the restrictions of use on the Ranch Homestead Parcel and supersedes all prior discussions, negotiations, undertakings, or agreements relating to the same, all of which are merged herein.

Section 6. Termination of Rights and Obligations. The rights and obligations of an owner of the Ranch Homestead Parcel under this Covenant terminate upon transfer of

that party's interest in this Covenant or the Property, except that liability for acts or omissions occurring prior to the transfer shall survive transfer.

Section 7. No Third Party Beneficiaries. This Covenant is executed by the Declarant, and is solely for the benefit of the Declarant and any subsequent owners of the Ranch Homestead Parcel, the respective heirs, beneficiaries, successors and assigns, for the purposes set forth herein. It does not create rights or responsibilities in any third party beyond the Declarant and subsequent owners of the Ranch Homestead Parcel.

Section 8. Assignment. The Declarant may assign or transfer its rights under this Covenant to another Colorado nonprofit corporation or a governmental entity.

Section 9. Authority. The Declarant covenants and warrants that it has the proper authority to enter into this Covenant.

Section 10. Recording. The Declarant may record this instrument in the official records of Gunnison County, Colorado in its sole discretion. It, or its successor may re-record this instrument at any time as may be required to preserve the party's rights in this Declaration.

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Restrictive Covenants to be effective the day and year first above written.

DECLARANT:

CRESTED BUTTE LAND TRUST,
a Colorado nonprofit corporation

By: _____
Keith Bauer, President

ATTEST:

Fred Holbrook, Secretary

(SEAL)

STATE OF COLORADO }
 } ss.
County of Gunnison }

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by Keith Bauer as President and Fred Holbrook as Secretary of the Crested Butte Land Trust, a Colorado nonprofit corporation.

Witness my hand and official seal.

(SEAL)

Notary Public
My commission expires: _____

When Recorded return to:
Crested Butte Land Trust P.O. Box 2224
Crested Butte, CO 81224