

**MINUTES
PRISTINE POINT OWNERS' ASSOCIATION
BOARD OF MANAGERS WORK SESSION
318 ELK AVENUE SUITE 24, CRESTED BUTTE, COLORADO 81224**

Date and Time: Thursday July 7, 2016 2:00 pm

Those Present: Kurt Giesselman
Chuck McGinnis
Dick Matthews
Rob Harper - Toad Property Management

This work session was called to discuss matters relating to the maintenance of shared driveways in Pristine Point. The discussion expanded into responsibility for snow plowing and a review of all previous Covenant and Easement agreements.

Dick pointed out that there are some small sections of shared driveways in PPOA North that were not being handled in the same manner as shared driveways in PPOA South.

Following a thorough discussion it was agreed that a compromise agreement would be immediately implemented by the Board as a rule change, while a subsequent Third Amendment to the Covenants would be sought at the 2017 Annual Meeting, to formalize the rules change.

The main points of the agreed upon rules change were:

Snow Plowing

1. The Association will retain responsibility for snow removal from private streets and from shared driveways in PPOA South. The Association will also accept responsibility for snow removal from the small sections of shared driveways in PPOA North.
2. Kurt will call Rocky Mountain Trees and negotiate a price for 2017 snow removal from the PPOA North shared and private driveways that will be comparable to PPOA South rates.
3. Kurt will also negotiate 2017 rates for all PPOA South private roads, private driveways and shared driveways. Kurt will strive to adjust Rocky Mountain's snow plowing schedule to include PPOA North driveways before doing the remainder of MLP.
4. Snow removal costs for all private driveways in PPOA North and South will continue to be the responsibility of owners.

Road Maintenance

1. In keeping with the perceived wishes of a majority of PPOA Owners, the responsibility for shared driveway maintenance will revert to lot owners who benefit from shared driveways on their lots per the terms of the August 17th, 2004 Easement Agreement.
2. As an exception to this responsibility, the Board agreed to accept a one-time restoration of the shared driveway crossing Lots 6, 7, 8, and 9 to bring it back to its original

condition, just as the shared driveway for Lots 3, 4, and 5 was previously restored. The Board will send a letter to Bob Mothershead with a proposal to pay half of the cost of a complete restoration of his shared driveway based on an estimate cost of \$3,750. The Board would also accept paying for a lesser repair if Bob thinks this might be more acceptable to owners.

3. Following this one-time maintenance project, shared driveway maintenance will be the responsibility of the owners along the shared driveways in both PPOA North and South.

A Third Amendment to the Covenants will be drafted by the Association attorney. After review and endorsement by the Board, the proposed Amendment will be brought before the owners at the 2017 Annual Meeting. A Notary Public will be present at the meeting to facilitate approval by owners. Once approved by the owners this amendment will be recorded with Gunnison County. Kurt asked that the Association attorney take this opportunity to assess the declarations and make any further changes required to be compliant with CCIOA.

Prior to the 2017 Annual Meeting, a letter describing the proposed Third Amendment, with a valid rationale for the proposed changes, will be mailed to all owners. Follow-up contact with Owners, before the meeting may be considered.

Prepared by Rob Harper, Toad Property Management, Inc.