

**PITCHFORK OCCUPANCY AND RESALE
DEED RESTRICTION, AGREEMENT, AND COVENANT**

THIS OCCUPANCY AND RESALE DEED RESTRICTION, AGREEMENT AND COVENANT (the "Agreement") is made and entered into by COBURN DEVELOPMENT, INC., a Colorado corporation, (the "Developer"), and the TOWN OF MT. CRESTED BUTTE, COLORADO, acting by and through the Town of Mt. Crested Butte Housing Authority (the "Housing Authority"), for the benefit of the parties and enforceable by the Housing Authority.

WITNESSETH:

WHEREAS, the Developer owns the real property more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The Developer is constructing residential dwelling units on the Property for sale to persons who meet the qualification of a "Qualified Buyer", as hereinafter defined; and

WHEREAS, the consideration for approval of Developer's development plan includes the acceptance of the terms of this Agreement as binding upon the Developer, its successors and assigns; and

WHEREAS, the Developer agrees to restrict and hereby does restrict the acquisition or transfer of the "Units", as that term is defined in this Agreement, to persons who are Qualified Buyers and that this Agreement shall constitute a resale agreement as to some, but not all, of the Units, setting forth the Maximum Sales Price, as that term is defined in this Agreement, for which certain Units may be sold in the future; and

WHEREAS, by this Agreement, Developer, its successors and assigns, agrees to restrict the Units against use and occupancy inconsistent with the terms of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer, its successors and assigns, represent, covenant, and agree with the Housing Authority as follows:

I. UNITS

1.1 The terms and conditions of this Agreement shall apply to and be binding upon the 21 residential units identified on Exhibit A to be constructed upon the Property (the "Units" or "Unit"). The Units to which resale restrictions apply are identified on Exhibit A and shall be referred to herein as "Capped Units". The Units to which resale restrictions do not apply shall be referred to as "Uncapped Units". The term "Unit" or "Units" shall refer to Capped and Uncapped Units.

II. QUALIFIED BUYERS

2.1 The use and occupancy of the Units shall henceforth be limited to housing for natural persons who meet the definition of "Qualified Buyers", their families and accompanying tenants.

2.2 As used in this Agreement, a Qualified Buyer is a natural person who meets all of the following qualifications:

2.2.1 Has resided in Gunnison County, Colorado, for at least the immediately preceding one year; and

2.2.2 Is employed in Gunnison County, Colorado, and derives 80 per cent of his or her total income from wages or salary from said employment; and

2.2.3 Does not own an interest, alone or in conjunction with others, in any real property except for one parcel of real property zoned or used for commercial purposes and/or one unimproved residential lot or building site that cannot be further subdivided.

2.3 In order to be approved as a Qualified Buyer by the Housing Authority, a person must establish by competent evidence that he or she meets the qualifications. Evidence that is acceptable to establish such qualifications includes, but is not limited to, the following:

2.3.1 Rent receipts, record of mortgage payments, utility receipts, voter registration records, and payroll records.

2.3.2 Income tax returns.

2.3.3 Sworn affidavits regarding property ownership or tax roll records.

2.4 Any person who seeks to be approved as a Qualified Buyer by the Housing Authority shall submit an application therefor upon forms to be provided by the Housing Authority. The Housing Authority, acting through its administrative staff, shall either approve or disapprove such applicant in writing, stating the reason for any disapproval, within fifteen working days of its receipt of the completed application and documentary evidence of the applicant's qualifications as a Qualified Buyer. If an applicant is disapproved as a Qualified Buyer, he or she may seek a hearing before the full Housing Authority, as hereinafter provided.

III. SALE AND RESALE LIMITATIONS

3.1 The Units may be sold only to an approved Qualified Buyer, as defined in this Agreement.

3.2 After the initial sale of a Capped Unit by the Developer to a Qualified Buyer, no subsequent sale of a Capped Unit shall be for an amount greater than the "Maximum Sales Price".

3.3 For purposes of this Agreement, the Maximum Sales Price of a Capped Unit shall be the aggregate of the following amounts:

3.3.1 The seller's purchase price of the Capped Unit;

3.3.2 An amount equal to a 3 per cent per annum of the seller's purchase price, prorated at the rate of .25 per cent per month from the date of seller's purchase of the Capped Unit to the date of seller's sale of the Capped Unit;

3.3.3 An amount equal to the amount, in excess of seller's purchase price, calculated in accordance with the following formula:

$$\begin{array}{rcl}
 \text{Seller's purchase price} & \times & \text{CPI for month prior to} \\
 & & \text{date of sales contract} \\
 & & \text{CPI for month of} \\
 & & \text{Seller's purchase} \\
 & & - \\
 & & \text{Seller's purchase price}
 \end{array}$$

For purposes of this Agreement, "CPI" means the Denver-Boulder CPI-U, published by the U.S. Department of Labor, Bureau of Labor Statistics.

3.3.4 An amount equal to any special improvement district assessments paid by seller during seller's ownership of the Capped Unit.

3.3.5 An amount equal to the actual cost incurred by seller in making improvements to the Capped Unit which are eligible to add to the seller's basis in the Capped Unit pursuant to the Internal Revenue Code. Seller's contributed labor or "sweat equity" shall not be part of the cost of an eligible improvement.

3.4 Prior to the closing of a sale of a Capped Unit, the seller shall obtain the approval of the Housing Authority, acting through its administrative staff, that the sales price of the Capped Unit does not exceed the Maximum Sales Price. Seller shall submit to the Housing Authority a copy of the sales contract for the Capped Unit, verified by affidavit of the seller, as being a true and correct copy, and a calculation of the Maximum Sales Price accompanied by evidence of the cost of any improvements which seller believes qualify for inclusion in the Maximum Sales Price. At a minimum, seller shall submit receipts to verify the costs of the improvements and affidavit verifying that the receipts are valid and correct and represent costs actually paid by seller at the time the improvements were made, and a copy of any building permit required for the improvement.

3.5 The Housing Authority, acting through its administrative staff, shall either approve or disapprove the sales contract and the Maximum Sales Price calculation, in writing, and if disapproved, shall state the reason for such disapproval, within fifteen business days of the receipt of the sales contract and the accompanying materials. If the sales contract is disapproved, either the seller or buyer may request a hearing before the full Housing Authority as set forth herein.

3.6 Seller shall not permit the buyer to assume any or all of seller's customary closing costs, nor shall seller accept any other consideration which would cause an increase in the sales price of the Capped Unit, above the Maximum Sales Price so as to induce the seller to sell the Unit to such buyer.

3.7 NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTEE BY THE HOUSING AUTHORITY THAT UPON SALE OF A CAPPED UNIT, THE SELLER SHALL OBTAIN THE MAXIMUM SALES PRICE.

3.8 At the time of the closing of any sale of a Capped Unit, after the initial sale by the Developer, the seller and/or buyer, upon such terms as they may agree, shall pay an administrative fee in the amount of \$500.00 to the Housing Authority, the purpose of which is to fund the cost of administering the terms of this Agreement. The amount of the administrative fee may be amended by the Housing Authority, upon the express determination of the Housing Authority that such an amendment is necessary in order to defray the cost of administering this Agreement.

IV. OWNER RESIDENCE/RENTAL

4.1 After the initial sale of each of the Units covered by the terms and conditions of this Agreement, each subsequent owner of a Unit, by acceptance of a deed thereto, represents and warrants that the Unit, shall be used only as his or her sole and exclusive place of residence, and he or she is and shall remain a Qualified Buyer.

4.2 It is agreed that in the event an owner of a Unit ceases to have the qualifications of a Qualified Buyer, or if the owner changes his or her place of domicile or ceases to use the Unit as his or her sole and exclusive place of residence, the Unit will be offered for sale and will be sold to a Qualified Buyer as provided herein. An owner shall be deemed to have changed domicile by becoming a resident elsewhere, accepting permanent employment outside of Gunnison County, Colorado, or residing in the Unit fewer than nine months per calendar year, without the express written consent of the Housing Authority.

4.3 In the event that title to a Unit vests by descent in individuals and/or entities who are not Qualified Buyers, as that term is defined herein, the Unit shall be listed for sale and shall be sold to a Qualified Buyer as provided herein.

4.4 Upon prior written approval of the Housing Authority, an owner may rent a Unit to a Qualified Buyer. Any rental agreement of a Unit authorized by the Housing Authority shall be for a minimum term of six months and may provide for termination in the event of sale of the Unit to a

Qualified Buyer. Rental of the Unit is not intended, nor to be allowed, for the Unit to become an income-producing asset, only to allow opportunity for the owner to be absent for a period of time in contemplation of returning, or to provide income during the time when the Unit is up for sale.

4.5 The requirements of this section shall not preclude an owner from sharing occupancy of the Unit with non-owners who do not meet the requirements concerning occupancy of the Unit, or with non-owners who do not meet the requirements of a Qualified Buyer, provided that the owner continues to meet the obligations contained in this Agreement.

4.6 IN NO EVENT SHALL THE OWNER OR ANY SUBSEQUENT OWNER CREATE AN ADDITIONAL DWELLING UNIT, AS DEFINED IN THE TOWN OF MT. CRESTED BUTTE CODE, IN OR ON THE UNIT.

4.7 NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO REQUIRE THE HOUSING AUTHORITY TO PROTECT OR INDEMNIFY THE OWNER OR A SUBSEQUENT OWNER AGAINST ANY LOSSES ATTRIBUTABLE TO THE RENTAL OF THE UNIT, INCLUDING BUT NOT LIMITED TO NON-PAYMENT OF RENT OR DAMAGE TO THE PREMISES; NOR TO REQUIRE THE HOUSING AUTHORITY TO OBTAIN A TENANT MEETING THE REQUIREMENTS OF A QUALIFIED BUYER FOR THE OWNER IN THE EVENT SUCH A TENANT IS NOT FOUND BY THE OWNER.

V. FORECLOSURE

5.1 It shall be a breach of this Agreement for an owner to default in the payments or other obligations due or to be performed under a promissory note secured by a first deed of trust encumbering a Unit. Owner hereby agrees to notify the Housing Authority, in writing, of any notification owner receives from a lender, or its assigns, of past due payments or default in payment or other obligations due or to be performed under a promissory note secured by a first lien deed of trust, as described herein, within five (5) calendar days of owner's notification from lender, or its assigns, of said default or past due payments.

5.2 Upon receipt of notice as provided herein, the Housing Authority shall have the right, in its sole discretion, to cure the default or any portion thereof. In such event, the owner shall be personally liable to the Housing Authority for past due payments made by the Housing Authority, together with interest thereon at the rate specified in the promissory note

secured by the first lien deed of trust, plus one (1) per cent, and all actual expenses of the Housing Authority incurred in curing the default.

5.3 After the initial sale of the Unit by the Developer, the Housing Authority hereby agrees to release and waive its ability to enforce this Agreement in the event of foreclosure of a first lien deed of trust upon a Unit, provided that the Housing Authority and the Town of Mt. Crested Butte are provided with the option to purchase the Unit within thirty (30) days after the issuance of a public trustee's deed to the holder of the certificate of purchase for a price not to exceed the redemption price on the last day of all statutory redemption periods and any reasonable costs incurred by the grantee of the deed during the option period which are directly related to the foreclosure.

5.4 If the Housing Authority or the Town of Mt. Crested Butte are offered the property for purchase as described herein, and the Housing Authority or Town of Mt. Crested Butte decline to purchase said Unit, the Housing Authority and/or the Town of Mt. Crested Butte shall release the terms and conditions of this Agreement as to the Unit foreclosed.

5.5 In the event the Housing Authority or Town of Mt. Crested Butte exercise their option to purchase the Unit after foreclosure, the Unit may be resold to Qualified Buyers, without limitation as to price. The Housing Authority or Town of Mt. Crested Butte may also rent the property to a tenant or tenants who meet the qualifications of a Qualified Buyer.

VI. DEFAULT/BREACH

6.1 In the event the Housing Authority has reasonable cause to believe an owner is violating the provisions of this Agreement, the Housing Authority, by its authorized representatives, may inspect the Unit between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, after providing the owner with no less than 48 hours' written notice.

6.2 The Housing Authority, acting through its administrative staff, shall send a notice of violation to the owner detailing the nature of the violation and allowing the owner fifteen (15) days to determine the merits of the allegations, or to correct the violation. In the event the owner disagrees with the allegation of violation of this Agreement, the owner may request, in

writing, a hearing before the Housing Authority. If the owner does not request a hearing and the violation is not cured within the fifteen-day period, the owner shall be considered in violation of this Agreement.

6.3 Whenever this Agreement provides for a hearing before the Housing Authority, such hearing shall be scheduled by the Housing Authority within 21 days of the date of receipt of a written request for a hearing. At any such hearing, the owner or other aggrieved party may be represented by counsel and may present evidence on the issues to be determined at the hearing. An electronic record of the hearing shall be made and the decision of the Housing Authority shall be a final decision, subject to judicial review.

6.4 There is hereby reserved to the parties hereto any and all remedies provided by law for breach of this Agreement or any of its terms. In the event the parties resort to litigation with respect to any or all provisions of this Agreement, the prevailing party shall be entitled to recover damages and costs, including reasonable attorney's fees.

6.5 In the event a Unit is sold and/or conveyed without compliance with the terms of this Agreement, such sale and/or conveyance shall be wholly null and void and shall confer no title whatsoever upon the purported buyer. Each and every conveyance of a Unit, for all purposes, shall be deemed to include and incorporate by this reference the covenants herein contained, even without reference therein to this Agreement.

6.6 In the event an owner fails to cure any breach of this Agreement, the Housing Authority may resort to any and all available legal or equitable actions, including but not limited to specific performance of this Agreement.

VII. GENERAL PROVISIONS

7.1 This Agreement shall constitute covenants running with the real property described in Exhibit A, as a burden thereon, for the benefit of, and shall be specifically enforceable by the Housing Authority or the Town Council of the Town of Mt. Crested Butte and their respective successors and assigns, as applicable. Enforcement by an appropriate legal action may include, but is not limited to specific performance injunction.

7.2 Any notice, consent, approval, or request which is required to be given hereunder shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to the address provided herein or to the address of the owner. Owner shall advise the Housing Authority of any change in address, in writing. Said notices, consents, and approvals, shall be sent to the parties hereto at the following addresses, unless otherwise notified in writing.

To Developer: Coburn Development, Inc.
P.O. Box 901
Crested Butte, CO 81224

To Housing Authority: Housing Authority
Town of Mt. Crested Butte
C/o Town Manager
P.O. Drawer D
Mt. Crested Butte, CO 81225

To Subsequent Owners: At their last reported address

7.3 All exhibits attached hereto (Exhibit A), are incorporated herein and by this reference made a part hereof.

7.4 Whenever possible, each provision of this Agreement and any other related document shall be interpreted in such manner as to be valid under applicable law; but if any provision of this Agreement shall be invalid or prohibited under said applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of such document.

7.5 This Agreement and each and every related document is to be governed and construed in accordance with the laws of the State of Colorado.

7.6 Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors, and assigns of the parties.

7.7 Paragraph or section headings within this Agreement are inserted solely for convenience or reference, and are not intended to, and shall not, govern, limit, or aid in the construction of any terms or provisions contained herein.

7.8 No claim of waiver, consent, or acquiescence with respect to any provision of this Agreement shall be valid against any party hereto except on the basis of a written instrument executed by the parties to this Agreement. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

7.9 Whenever the context so requires herein, the neuter gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.

7.10 Owner and subsequent owners agree that he or she shall be personally liable for any of the transactions contemplated herein.

7.11 The parties to this Agreement agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Agreement or any agreement or document relating hereto or entered into in connection herewith.

7.12 The parties to this Agreement agree that any modifications of this Agreement shall be effective only when made by writings signed by the Housing Authority and an owner and recorded with the Clerk and Recorder of Gunnison County, Colorado.

7.13 The parties to this Agreement agree that in the event the purposes and intent of this Agreement have been fulfilled, the Town of Mt. Crested Butte, Colorado, may terminate the provisions of this Agreement, provided that no such termination shall occur before the expiration of twenty years after the completion of construction of the Units.

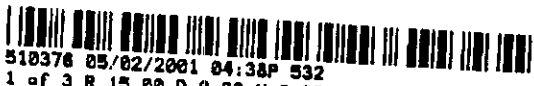
7.14 If any legal action is commenced or maintained in court, whether in law or in equity, by any party to this Agreement as to the interpretation, enforcement, construction or the determination of the rights and duties of the parties to this Agreement or any document provided for herein or related hereto, the prevailing party in any such action shall be entitled to recover reasonable attorneys' fees together with all reasonable costs and expenses incurred.

EXHIBIT A

Lot 1 (6 units)	Capped
Lot 7	Capped
Lot 51	Capped
Lot 55	Capped
Lot 2 Unit B	Uncapped
Lot 2 Unit C	Uncapped
Lot 3 Unit B	Uncapped
Lot 3 Unit C	Uncapped
Lot 9	Uncapped
Lot 35 Unit A	Uncapped
Lot 35 Unit B	Uncapped
Lot 44 Unit A1	Uncapped
Lot 44 Unit A2	Uncapped
Lot 57	Uncapped
Lot 58	Uncapped
Lot 63	Uncapped

Pitchfork, according to the plat thereof recorded as Reception No. 504415 in the records of the Gunnison County, Colorado.

Town of Mt. Crested Butte
County of Gunnison
State of Colorado



MODIFICATION OF PITCHFORK OCCUPANCY AND RESALE DEED RESTRICTION, AGREEMENT AND COVENANT

WHEREAS, Coburn Development, Inc., a Colorado corporation ("Coburn"), and the Town of Mt. Crested Butte, Colorado ("Town") recorded the PITCHFORK OCCUPANCY AND RESALE DEED RESTRICTION, AGREEMENT, AND COVENANT on November 29, 2000 as Reception No: 507107 of the Gunnison County, Colorado records ("Deed Restriction"); and

WHEREAS, Exhibit A of the Deed Restriction identified the lots and units subject to sale and resale price restrictions; and

WHEREAS, Coburn and Town have agreed to revise the lots and units subject to such sale and resale price restrictions;

NOW, THEREFORE, Coburn and the Town hereby amend such Exhibit A to read as set forth on attached Exhibit A which is incorporated herein by reference.

Except as modified hereby, the Deed Restriction is hereby reaffirmed and ratified.

COBURN DEVELOPMENT, INC., a Colorado corporation

By: William E. Coburn II
William E. Coburn, II, President

TOWN OF MT. CRESTED BUTTE, COLORADO

By: Gwen Petit
Gwen Petit, Mayor

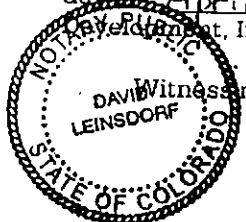
Attest:

Laura M. Jelle
Town Clerk



STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing Modification of Pitchfork Occupancy and Resale Deed Restriction, Agreement and Covenant was acknowledged before me this 30th day of April, 2001 by William E. Coburn, II as President of Coburn Development, Inc., a Colorado corporation.



Witness my hand and official seal. My commission expires: 09/13/04.

David Leinsdorf
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing Modification of Pitchfork Occupancy and Resale Deed Restriction, Agreement and Covenant was acknowledged before me this 1st day of May, 2001 by Gwen Petit as Mayor and Laura W. Wells as the Town Clerk of the Town of Mt. Crested Butte, Colorado.



Witness my hand and official seal. My commission expires: August 10, 2002

Laura W. Wells
Notary Public

510375 05/02/2001 04:38P 532
3 of 3 R 15.00 D 0.00 N 0.00 Gunnison County

EXHIBIT A

Lot 1 (6units)	Capped
Lot 7	Uncapped
Lot 51	Capped
Lot 55	Uncapped
Lot 2 Unit B	Uncapped
Lot 2 Unit C	Uncapped
Lot 3 Unit B	Uncapped
Lot 3 Unit C	Uncapped
Lot 9	Uncapped
Lot 34, 6 units	Local long-term rental
Lot 35 Unit A	Capped
Lot 35 Unit B	Capped
Lot 44 Unit A1	Uncapped
Lot 44 Unit A2	Uncapped
Lot 57	Uncapped
Lot 58	Uncapped
Lot 63	Uncapped

Pitchfork, according to the plat thereof recorded as Reception No. 504415 in the records of the Gunnison County, Colorado.

Town of Mt. Crested Butte
County of Gunnison
State of Colorado



510377 05/02/2001 04:40P 532
 1 of 2 R 10.00 D 0.00 N 0.00 Gunnison County

MODIFICATION OF PITCHFORK FINAL PLAT

WHEREAS, Coburn Development, Inc., a Colorado corporation ("Coburn"), with the approval of the Town of Mt. Crested Butte, Colorado ("Town"), recorded the Pitchfork Final Plat on August 21, 2000 as Reception No: 504415 of the Gunnison County, Colorado records ("Plat"); and

WHEREAS, SHEET 1 OF 3 of the Plat identified the lots and units subject to a deed restriction in a table labeled "DEED RESTRICTIONS"; and

WHEREAS, Coburn and Town have agreed to amend such DEED RESTRICTIONS;

NOW, THEREFORE, Coburn, with the Town's approval, hereby amends the DEED RESTRICTIONS to read as follows:

DEED RESTRICTIONS

The following lots will be subject to a deed restriction, to be recorded prior to issuance of a certificate of occupancy:

Lot 1	6 of 6 units	Local owner occupied, Resale price capped
Lot 2	2 of 4 units	Local owner occupied or local long term rental
Lot 3	2 of 4 units	Local owner occupied or local long term rental
Lot 7	Cottage	Local owner occupied
Lot 9	Cottage	Local owner occupied
Lot 34	6 of 6 units	Local long-term rental
Lot 35	2 of 2 units	Local owner occupied, Resale price capped
Lot 44	2 of 4 units	Local owner occupied or local long term rental
Lot 51	Cottage	Local owner occupied, Resale price capped
Lot 55	Cottage	Local owner occupied
Lot 57	Cottage	Local owner occupied
Lot 58	Cottage	Local owner occupied
Lot 63	Cottage	Local owner occupied

519317 03/29/2002 01:03P 532
1 of 5 R 25.00 D 0.00 N 0.00 Gunnison County

**SECOND MODIFICATION OF PITCHFORK OCCUPANCY AND RESALE
DEED RESTRICTION, AGREEMENT AND COVENANT**

WHEREAS, Coburn Development, Inc., a Colorado corporation ("Coburn"), and the Town of Mt. Crested Butte, Colorado ("Town") recorded the PITCHFORK OCCUPANCY AND RESALE DEED RESTRICTION, AGREEMENT, AND COVENANT on November 29, 2000 as Reception No: 507107 of the Gunnison County, Colorado records ("Deed Restriction"); and

WHEREAS, Exhibit A of the Deed Restriction identified the lots and units subject to sale and resale price restrictions; and

WHEREAS, Coburn with the approval of the Town revised the Deed Restriction by recording a MODIFICATION OF PITCHFORK OCCUPANCY AND RESALE DEED RESTRICTION, AGREEMENT AND COVENANT as Reception No. 510376 of the Gunnison County, Colorado records ("First Modification"); and

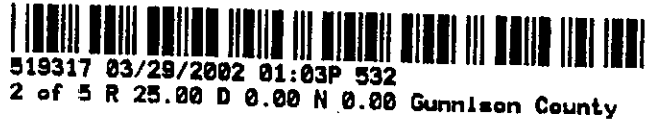
WHEREAS, Pitchfork LLC, a Colorado limited liability company, has succeeded to Coburn's interest in some of the lots and units subject to the Deed Restriction; and

WHEREAS, Coburn, Pitchfork LLC and Town have agreed to further revise the lots and units subject to such sale and resale price restrictions;

NOW, THEREFORE, Coburn, Pitchfork LLC and the Town hereby revise the Deed Restriction and First Modification as follows:

1. **Definitions.** The following terms shall have the following meanings:

1.1 "Area Median Income" or "AMI" means the Area Median Income reported annually for single persons and households of various size by the United States Department of Housing and Urban Development, or by any successor United States Government department, agency, or instrumentality, for Gunnison County, Colorado.



1.2 "Institutional Lender" means any bank, savings and loan association, or any other institutional lender which is licensed to engage in the business of providing purchase money mortgage financing for residential real property.

1.3 "Primary Residence" means the residence which the owner occupies for a minimum of ten (10) full months out of every calendar year.

2. **Transfer of AMI-Restricted Property.** The Town of Mt. Crested Butte ("Town") shall certify Qualified Buyers who are certified to buy AMI-restricted property. With the exceptions listed below, title to the AMI-restricted property may only be transferred to a person who has been certified by the Town and who also has been qualified by an Institutional Lender for a mortgage to be used to buy the AMI-restricted property. In order to qualify, a buyer's projected income must be within the percentage range of AMI listed on attached Exhibit A adjusted to reflect the family size of the buyer or buyers. If the AMI-restricted property is sold jointly to more than one buyer in the same transaction, or if the AMI-restricted property is sold to a buyer who is married or who has a domestic partner, or if the AMI-restricted property is sold to one or more buyers who have the custody of children under the age of eighteen, then (a) the buyer or buyers shall be considered to be a household for the purposes of this provision; and (b) the income of all persons in the household (which will include each buyer of the AMI-restricted property, the spouse or domestic partner of the buyer, and each buyer's child who is age eighteen or older) shall be used in determining the buyer's income.

The following transfers are exceptions to the above requirement, provided that the new owners, other than an estate, shall use the AMI-restricted property as his or her Primary Residence:

- 2.1 A transfer resulting from the death of an owner where the transfer is to the spouse or domestic partner who is also an owner.
- 2.2 A transfer to the owner's estate following his or her death for the purpose of administering the estate and distributing the assets thereof during a limited period of time.
- 2.3 A transfer resulting from the death of an owner when the transfer is to one or more children of the deceased owner.



519317 03/29/2002 01:03P 532

3 of 5 R 25.00 D 0.00 N 0.00 Gunnison County

- 2.4 A transfer by an owner where the spouse or domestic partner of the owner becomes the co-owner of the property.
- 2.5 A transfer resulting from a decree of dissolution of the marriage or legal separation or from a property settlement agreement incidental to such a decree by which a spouse who is an owner becomes the sole owner of the AMI-restricted property.
- 2.6 A transfer directly resulting from a termination of a registered domestic partnership by which a domestic partner who is an owner becomes the sole owner of the AMI-restricted property.

3. **Revision of Exhibit A.** Exhibit A of the Deed Restriction as revised by the First Modification is revised to read as set forth on attached **Exhibit A**, which is incorporated herein by reference.

Except as revised hereby, the Deed Restriction is hereby reaffirmed and ratified.

COBURN DEVELOPMENT, INC.,
a Colorado corporation

By: William E. Coburn II
William E. Coburn, II, President

PITCHFORK LLC, a Colorado
limited liability company

By: William E. Coburn II
William E. Coburn, II, Managing
Member

TOWN OF MT. CRESTED BUTTE,
COLORADO

By: Gwen Pettit
Gwen Pettit, Mayor

Attest:
Donna Arwood
Town Clerk



519317 03/29/2002 01:03P 532
4 of 5 R 25.00 D 0.00 N 0.00 Gunnison County

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing Modification of Pitchfork Occupancy and Resale Deed Restriction, Agreement and Covenant was acknowledged before me this 20th day of MARCH, 2002 by William E. Coburn, II as President of Coburn Development, Inc., a Colorado corporation and as Managing Member of Pitchfork LLC, a Colorado limited liability company.

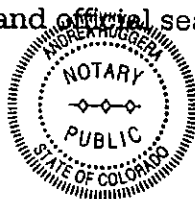


Witness my hand and official seal. My commission expires: 07/07/04

Angela H. Reeves
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing Modification of Pitchfork Occupancy and Resale Deed Restriction, Agreement and Covenant was acknowledged before me this 28th day of March, 2002 by Gwen Pettit as Mayor and Donna Arwood as Town Clerk of the Town of Mt. Crested Butte, Colorado.



Witness my hand and official seal. My commission expires: Feb 22, 2003

Andrea Ruggiera
Notary Public

MY COMMISSION EXPIRES:
February 22, 2003



519317 03/29/2002 01:03P 532

5 of 5 R 25.00 D 0.00 N 0.00 Gunnison County

EXHIBIT A

Lot 1 (6units)	Capped or Income Restricted*
Lot 61	Uncapped
Lot 40	Capped or Income Restricted*
Lot 55	Uncapped
Lot 2 Unit B	Uncapped
Lot 2 Unit C	Uncapped
Lot 3 Unit B	Uncapped
Lot 3 Unit C	Uncapped
Lot 62	Uncapped
Lot 34, 6 units	Local long-term rental
Lot 35 Unit A	Capped
Lot 35 Unit B	Capped
Lot 44 Unit A1	Uncapped
Lot 44 Unit A2	Uncapped
Lot 57	Uncapped
Lot 58	Uncapped
Lot 63	Uncapped

Pitchfork, according to the plat thereof recorded as Reception No. 504415 in the records of the Gunnison County, Colorado.

Town of Mt. Crested Butte
County of Gunnison
State of Colorado

* Coburn, Pitchfork, LLC or future owners shall have the option, when they convey title to Lot 1 and Lot 40, or any unit constructed thereon, to elect to encumber the Lot or Unit conveyed with price caps described in the Deed Restriction or with the following income restrictions, based on the Area Median Income ("AMI"):

Lot 1 Unit A	81% to 120% of AMI
Lot 1 Unit B	81% to 100% of AMI
Lot 1 Unit C	81% to 100% of AMI
Lot 1 Unit D	81% to 120% of AMI
Lot 1 Unit E	81% to 100% of AMI
Lot 1 Unit F	81% to 120% of AMI
Lot 40	81% to 120% of AMI