



**AMENDMENT TO  
AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS  
FOR PITCHFORK TOWNHOMES**

This Amendment to Amended and Restated Declaration of Protective Covenants for Pitchfork Townhomes is executed with an effective date of 09/09, 2021, by Pitchfork Townhomes Association, Inc., a Colorado nonprofit corporation (“Association”), with approval of the Owners of the Units within Pitchfork Townhomes, a common interest community pursuant to the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, *et seq.* (the “Act”) and the Amended and Restated Declaration of Protective Covenants for Pitchfork Townhomes.

**RECITALS**

WHEREAS, Pitchfork Townhomes was created by the recording of a Declaration of Covenants, Conditions and Restrictions for Pitchfork Townhomes (the “Original Declaration”) at Reception No. 510711 in the office of the Clerk and Recorder of Gunnison County, Colorado which created a common interest community pursuant to the Act under the name Pitchfork Townhomes, and which encumbers the real property situated in the County of Gunnison, State of Colorado more particularly described in the Original Declaration.

WHEREAS, subsequent to the recording of the Original Declaration, a Declaration of Annexation and Amendment to the Declaration and Plat was recorded with respect to the Rocking E Building at Reception No. 511340.

WHEREAS, subsequent to the recording of the Original Declaration, a Declaration of Annexation and Amendment to the Declaration and Plat was recorded with respect to the Double W Building at Reception No. 511707.

WHEREAS, subsequent to the recording of the Original Declaration, an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Pitchfork Townhomes was recorded at Reception No. 523047 (“Amended and Restated Declaration”) which replaced in its entirety the Original Declaration.

WHEREAS, subsequent to the recording of the Amended and Restated Declaration, a Declaration of Annexation and Amendment to Amended Townhome Declaration and Plat was recorded with respect to adding 4 units to the Pitchfork Townhomes at Reception No. 523048.

WHEREAS, subsequent to the recording of the Amended and Restated Declaration, an Amendment to Correct Amended and Restated Declaration of Covenants, Conditions and Restrictions for Pitchfork Townhomes (“Corrected Declaration”) was recorded at Reception No. 524283, which corrected language in section 1.8.6 of the Amended and Restated Declaration.

WHEREAS, subsequent to the recording of the Amended and Restated Declaration, a Declaration of Annexation and Amendment to Townhome Declaration and Plat was recorded with respect to the Big Sky Building at Reception No. 550945.



WHEREAS, subsequent to the recording of the Amended and Restated Declaration, a Declaration of Annexation and Amendment to Townhome Declaration and Plat was recorded with respect to the Big Sky Building II at Reception No. 595000.

WHEREAS, the Owners and Association desire to amend certain sections of the Amended and Restated Declaration and the Corrected Declaration to reflect a change of insurance requirements regarding the interior of units including finished surfaces of all walls, floors, and ceilings, so that the responsibility for insuring the interior of units including finished surfaces of all walls, floors, and ceilings belongs to the Owners and not the Association (the "Amendment").

WHEREAS, section 15.2 of the Amended and Restated Declaration requires that any amendment to the Amended and Restated Declaration be approved by at least 67% of the Owners having votes in the Association, subject to approval by the Town of Mt. Crested Butte, and placed of record in the office of the Clerk and Recorder of the County of Gunnison, Colorado.

WHEREAS, as evidenced by an affidavit signed by the President and Secretary of the Association, 67% or more of the Owners having votes in the Association have approved the Amendment.

NOW THEREFORE, the Amended and Restated Declaration is amended as follows:

#### AMENDMENT

Section 2.2 is amended and shall read in its entirety:

Section 2.2 **Maintenance by Owners**. Except as otherwise provided herein, each Owner shall maintain, repair, and replace, as necessary, all portions of such Owner's Unit, including the finished surfaces of all interior parts of all walls, floors, and ceilings, and other elements or materials comprising a part of the interior of the Units, as well as Limited Common Elements appurtenant to such Owner's Unit. Each Owner shall maintain and keep in good repair the interior of his Unit, including the fixtures thereof and the finished surfaces of all interior parts of all walls, floors, and ceilings, and other elements or materials comprising a part of the interior of the Units to the extent repair or maintenance shall be necessary in order to avoid damaging other Units, Owners and Common Elements. All utility lines, pipes, wires, conduits, systems, fixtures and equipment serving only a single Unit, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of such Unit, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act or any work that will affect the Common Elements, or impair the structural soundness or integrity of the Common Elements. An Owner shall do no act nor any work that will impair any easement or hereditament or do any act or allow any condition to exist that will adversely affect any other Unit or its Owner.



Section 5.1.1 is amended and shall read in its entirety:

Section 5.1.1 Hazard Insurance Coverage. Insurance for fire, with extended coverage, vandalism, malicious mischief, all-risk, replacement cost, agreed amount (if the policy includes co-insurance), special townhome, building ordinance and inflation guard endorsements attached, in amounts determined by the Executive Board to represent not less than the full then current insurable replacement cost of the buildings located on the Property including all Common Elements and exterior parts of the Units, excluding all interior portions of the Units such as the finished interior surfaces of all walls, floors, and ceilings, and other elements or materials comprising a part of the interior of the Units, and fixtures, furnishings, and items of personal property. Maximum deductible amounts for such policies shall be determined by the Executive Board. The Association shall obtain insurance covering the original specifications of each Unit except for the excluded parts of the Units described above. Each Unit Owner shall be responsible for obtaining insurance covering interior portions of the Units including the finished interior surfaces of all walls, floors, and ceilings, and other elements or materials comprising a part of the interior of the Units, and fixtures, furnishings, and items of personal property, and any additions, alterations or improvements to a Unit which increase the replacement value of the Unit. In the event that a satisfactory arrangement is not made for insurance by the Unit Owner, the Unit Owner shall be responsible for any deficiency in any resulting insurance loss recovery and the Association shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements. Any additional premiums attributable to the original specifications of a Unit for which the insurance is increased as herein provided shall be a Default Assessment as provided in Article 4 hereof in the event the Association pays such premium for a Unit Owner.

Section 5.9 is amended and shall read in its entirety:

Section 5.9 Owner's Insurance. Each Owner of a Unit shall obtain and maintain insurance coverage on the interior portions of the Owner's Unit including the finished interior surfaces of all walls, floors, and ceilings, and other elements or materials comprising a part of the interior of the Units, and furnishings, fixtures and other items of personal property belonging to an Owner and any additions and alterations to a Unit which increase the Unit's replacement value above that of the original specifications for the Unit, casualty and public liability insurance coverage for each Unit and the Limited Common Elements associated therewith in a minimum amount of \$300,000 per occurrence and workman's compensation insurance covering work within each Unit or on the Limited Common Elements associated therewith. In the event an Owner fails to obtain and maintain such insurance, and an uninsured loss occurs which would have otherwise been covered under the insurance required by this paragraph, such Owner shall be liable to the Association for the loss suffered, and the Association shall be entitled to recover such amounts from the Owner in the same manner as any other debts owed to the Association.



Section 1.8.6 as stated in the Corrected Declaration is amended and shall read in its entirety:

1.8.6. "Common Expenses" means expenditures made or liabilities incurred by or on behalf of the Association, together with allocations to reserves, including but not limited to: (i) all expenses declared to be common expenses by this Declaration or the Bylaws of the Association; (ii) all other expenses of administering, servicing, conserving, managing, maintaining, repairing or replacing the Common Elements; (iii) incurred for the benefit of more than one Owner; (iv) insurance premiums for the insurance carried under Article 5; and (v) all expenses lawfully determined to be common expenses by the Executive Board. The Common Expenses may include, but shall not be limited to, water and sewer charges levied on the Common Elements, trash removal (subject to the limitations contained in Section 7.4.N below), snow removal, common wall maintenance and repairs (except for any interior surface of any common walls), roof maintenance or repairs, or common utilities and common facilities, driveway/parking area maintenance and plowing, liability insurance, fire and extended coverage insurance, landscaping and care of grounds, common lighting, exterior decoration, painting, repairs and renovations, refuse collection, water and sewer charges, wages, legal and accounting fees, management fees and all expenses and liabilities incurred under or by reason of this Declaration. Water and sewer charges levied on the individual Units shall not be Common Expenses, but rather, shall be the expense of the Unit Owner.

Except for the foregoing, the Amended and Restated Declaration shall remain unchanged.

Affidavit and Certification by Association:

Don Wiseman, as President and Secretary of the Board of Directors of the Pitchfork Townhomes Association, Inc. ("Association"), hereby swears and attests that he has received and reviewed the returned ballots from the Owners and that the above-described amendments, as written, were approved by the signatures of at least 67% of Owners having a vote in the Association, and further certifies that the above-described amendments, as written, were approved by the Board of Directors of the Association.

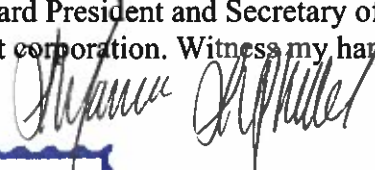
Pitchfork Townhomes Association, Inc., a Colorado nonprofit corporation

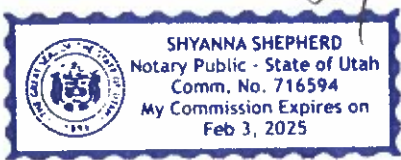
By: 

Don Wiseman, Board President and Secretary

STATE OF Utah )  
COUNTY OF Grand )

The foregoing instrument was acknowledged before me this 9 day of September 2021, by Don Wiseman, Board President and Secretary of Pitchfork Townhomes Association, Inc., a Colorado nonprofit corporation. Witness my hand and official seal. My commission expires: Feb 3, 2025.







Consent by Town of Mt. Crested Butte:

The Town of Mt. Crested Butte hereby approves the foregoing Amendment to Amended and Restated Declaration of Protective Covenants for Pitchfork Townhomes

Dated this 7 day of Oct., 2021

By:   
Isa Reeb, Town Manager

Attestation:

By:   
Tiffany O'Connell, Town Clerk

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of October, 2021, by Isa Reeb, Town Manager of the Town of Mt. Crested Butte, Colorado and Tiffany O'Connell, Town Clerk of the Town of Mt. Crested Butte, Colorado. Witness my hand and official seal. My commission expires: April 1, 2025



