

Legals

legals@crestedbuttenews.com • phone: 970.349.0500 ext. 105 • fax: 970.349.9876 • www.crestedbuttenews.com

**—TAX LIEN SALE NUMBER 20180120—
NOTICE OF PURCHASE OF PROPERTY AT TAX LIEN SALE
AND OF APPLICATION FOR ISSUANCE OF TREASURER'S DEED**

To Every Person in Actual Possession or Occupancy of the hereinafter Described Land, Lot or Premises, and to the Person in Whose Name the same was Taxed or Specially Assessed, and to all Persons having Interest of Title of Record in or to the said Premises and To Whom It May Concern, and more especially to: **Jeffrey C Oulton and Kari A Oulton and Razor Creek Ranch LLC**
You and each of you are hereby notified that on the 1st day of November 2018, the then County Treasurer of Gunnison County, in the State of Colorado, sold at public tax lien sale to Razor Creek Ranch LLC the following described property situate in the County of Gunnison, State of Colorado, to-wit:
**Schedule Number: 368934002036
Legal Description: .252A IN BLK 3 WHITE PINE B762 P214**
and said County Treasurer issued a certificate of purchase therefore to Razor Creek Ranch LLC.
That said tax lien sale was made to satisfy the delinquent property (and special assessment) taxes assessed against said property for the year 2017;

That said property was taxed or specially assessed in the name(s) of Jeffrey C Oulton and Kari A Oulton for said year 2017;
That said Razor Creek Ranch LLC on the 30th day of September 2021, the present holder of said certificate (who) has made request upon the Treasurer of said County for a deed to said property;
That a Treasurer's Deed will be issued for said property to Razor Creek Ranch LLC at 2:00 o'clock p.m., on the 15th day of June 2022 unless the same has been redeemed;
Said property may be redeemed from said sale at any time prior to the actual execution of said Treasurer's Deed.
This Notice of Purchase will be published in Crested Butte News on February 25, 2022, March 4, 2022 and March 11, 2022.
Witness my hand this 25th day of February 2022
Debbie Dunbar
Gunnison County Treasurer

Published in the *Crested Butte News*. Issues of February 25, March 4 and 11, 2022. #022502

District Court, Gunnison County, Colorado Court Address: 200 East Virginia Avenue Gunnison, CO 81230	▲ COURT USE ONLY ▲
In the Matter of the Estate of Timothy John Dobert, also known as Timothy J. Dobert, Tim Dobert, and Thomas J. Dobert,	
Deceased Attorney: Kathleen L. Fogo, Kathleen L. Fogo, P.C. P.O. Box 7200 Gunnison, CO 81230 Phone Number: 970-641-0312 E-mail: kathy@fogolaw.com Fax Number: 970-812-4907 Atty. Reg. #: 24612	
NOTICE TO CREDITORS BY PUBLICATION PURSUANT TO §15-12-801, C.R.S.	

NOTICE TO CREDITORS

Timothy John Dobert, Deceased
Case Number
All persons having claims against the above-named estate are required to present them to the Personal Representative or to the District Court of Gunnison County, Colorado on or before **June 24, 2022**, or the claims may be forever barred.
Michael Kutik,
Personal Representative
c/o Kathleen L. Fogo, P.C.
Attorney for Personal Representative
P.O. Box 7200, Gunnison, CO 81230

Published in the *Crested Butte News*. Issues of February 18, 25 and March 4, 2022. #021801

**—DOWNTOWN DEVELOPMENT AUTHORITY—
MARCH 7, 2022 ~ 4:30 P.M.
REGULAR MEETING
MT. CRESTED BUTTE, COLORADO**

The Downtown Development Authority will be holding a work session on March 7, 2022 at 4:30 P.M. regarding the Mt. Crested Butte Town logo and a regular meeting at 6:00 P.M.. This work session will be held via zoom. The zoom information can be found on the Mt. Crested Butte website at <https://mtcrestedbuttecolorado.civicweb.net/Portal/>
Please go to <https://mtcrestedbuttecolorado.civicweb.net/portal/> or contact Mt. Crested Butte Town Hall at (970) 349-6632 for the agenda. Subscribe to the Town website to receive notifications when agendas are posted here: <https://mtcrestedbuttecolorado.civicweb.net/Portal/Subscribe.aspx>

Published in the *Crested Butte News*. Issue of March 4, 2022. #030403

—FINDING OF NO SIGNIFICANT IMPACT—

TO ALL INTERESTED GOVERNMENTAL AGENCIES AND PUBLIC GROUPS:
As required by guidelines for the preparation of environmental impact statements, an environmental review has been performed on the proposed action below:
Project: Crested Butte South Metropolitan District – Wastewater Treatment Plant Expansion
Location: Gunnison County, Colorado
Project No.: 142551 W-B
Total Cost: \$5,244,000
Project Description
The proposed project consists of improving the existing treatment facility headworks and upgrading the existing activated sludge treatment train for increased hydraulic capacity and redundancy. The project will be funded

by a Water Pollution Control Revolving Fund loan in the amount of \$4,000,000 at an interest rate of 2.25%. The project will increase the user rates by \$3.31 per month.
The review process did not indicate that significant environmental impacts would result from the proposed action. Consequently, a preliminary decision not to prepare an Environmental Impact Statement (EIS) has been made. The action is taken on the basis of a careful review of the engineering report, environmental assessment, and other supporting data that are on file in the Water Quality Control Division of the Colorado Department of Public Health and Environment and are available for public review upon request.
Comments supporting or disagreeing with this decision may be submitted for

consideration to:
Matt Alms, Compliance Specialist
Colorado Department of Public Health and Environment
WQCD-GLU-B2
4300 Cherry Creek Drive South
Denver, CO 80246-1530
After evaluation of the comments received, the Division will make a final decision; however, no administrative decision will be taken on the project for at least 30 calendar days after publication of the Finding of No Significant Impact.
/s/ Nicole Rowan
Nicole Rowan
Division Director
Water Quality Control Division

Published in the *Crested Butte News*. Issue of March 4, 2022. #030402

deadline tuesday at noon

**—AGENDA—
TOWN OF CRESTED BUTTE
REGULAR TOWN COUNCIL MEETING
MONDAY, MARCH 7, 2022**

Meeting Information to Connect Remotely:
The public may connect to the meeting with the following address:
<https://us02web.zoom.us/j/89169966883>
Or Telephone: Dial: US: +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799
Webinar ID: 891 6996 6883
Public comments may be submitted at any time to the entire Council via email at towncouncil@crestedbutte-co.gov.
The times are approximate. The meeting may move faster or slower than expected.
6:00 WORK SESSION
Briefing from the Town Attorneys.
7:00 REGULAR COUNCIL MEETING CALLED TO ORDER BY MAYOR OR MAYOR PRO-TEM
7:02 APPROVAL OF AGENDA
7:04 CONSENT AGENDA
1) February 22, 2022 Special Town Council Meeting Minutes.
Staff Contact: *Town Clerk Lynelle Stanford*
2) ARTumn Festival Special Event Application Closing the 1st and Elk Parking Lot, Except for the ADA and Electric Vehicle Charging Parking, on Saturday, September 24, 2022 and Sunday, Sep-

tember 25, 2022.
Staff Contact: *Town Clerk Lynelle Stanford*
3) CBMBA Trail Proposal Comment Letter.
Staff Contact: *Recreation, Open Space, and Trails Supervisor Joey Carpenter*
4) Resolution No. 2, Series 2022 - A Resolution of the Crested Butte Town Council Approving a Revocable License Agreement with Faust Builders, LLC for Improvements in the Public Right of Way at 502 Teocalli Ave.
Staff Contact: *Parks, Recreation, Open Space, and Trails Director Janna Hansen*
5) Resolution No. 6, Series 2022 - A Resolution of the Crested Butte Town Council Authorizing the Town of Crested Butte to Apply for a State of Colorado Department of Local Affairs 1271 IHOI Catalytic Round of Funding for the Crested Butte Sixth and Butte and Paradise Park Affordable Housing Project.
Staff Contact: *Community Development Director Troy Russ*
The listing under Consent Agenda is a group of items to be acted on with a single motion. The Consent Agenda is designed to expedite Council business. The Mayor will ask if any citizen or council member wishes to have any specific item discussed.

You may request that an item be removed from Consent Agenda at that time, prior to the Council's vote. Items removed from the Consent Agenda will be considered under New Business.
7:06 PUBLIC COMMENT
Citizens may make comments on item not scheduled on the agenda. Those commenting should state their name and physical address for the record. Comments may be limited to five minutes.
7:12 STAFF UPDATES
7:17 LEGAL MATTERS
7:22 PRESENTATION
1) Annual Report from Mountain Express Managing Director Jeremy Herzog.
7:35 PUBLIC HEARING
1) Wastewater Treatment Plant Improvements Project.
Staff Contact: *Public Works Director Shea Earley*
7:45 NEW BUSINESS
1) 2022 Elk Avenue Configuration Implementation Direction.
Staff Contact: *Community Development Director Troy Russ*
8:15 2) Parking Management Program and Neighborhood Traffic Mitigation Discussion.

Staff Contact: *Community Development Director Troy Russ*
8:45 3) Memorandum of Understanding for an Assessment of Town Water and Sanitary Sewer Infrastructures Capabilities to Serve the Whetstone Workforce Housing Development between the Town of Crested Butte and Gunnison County.
Staff Contact: *Public Works Director Shea Earley*
9:00 COUNCIL REPORTS AND COMMITTEE UPDATES
9:05 OTHER BUSINESS TO COME BEFORE THE COUNCIL
9:10 DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE
• Monday, March 21, 2022 - 6:00PM Work Session - 7:00PM Regular Council
• Monday, April 4, 2022 - 6:00PM Work Session - 7:00PM Regular Council
Wednesday, April 6, 2022 - 9:00AM to Noon - Community Compass Regional Retreat
9:15 ADJOURNMENT

Published in the *Crested Butte News*. Issue of March 4, 2022. #030406

**NOTICE OF PUBLIC HEARING FOR
WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT
CRESTED BUTTE, COLORADO
MARCH 7, 2022 ~ 7 P.M.
LOCATION: CRESTED BUTTE TOWN HALL
ADDRESS: 507 MAROON AVENUE, CRESTED BUTTE, COLORADO
TOPIC: WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT**

On date of meeting use Town Website for Online access (Zoom link or if council is open to public; rules change due to local COVID numbers).
A Public hearing will be conducted to inform residents and solicit public input, written or oral, regarding the Wastewater Treatment Plant Improvements Project – Project Needs Assessment (PNA). The PNA is a report detailing the project as proposed, including project necessity, alternatives, and components. The PNA also describes how the project is being funded. This report has been submitted

to the Colorado Department of Public Health and Environmental (CDPHE) as part of the qualification process for a State Revolving Fund Loan.
Wastewater Treatment Plant Improvements Project involves updating the Solids Process Building equipment, upgrading the compost building, and the construction of a new Secondary Treatment and Operations Building over the Aeration tank with administration offices and workshop. Odor Control will be updated for the benefit of the Crested Butte community. The final environmental

determination was deemed a Categorical Exclusion (CatEX), therefore not requiring an Environmental Assessment. Discussion at the Public Hearing will include the Solids Equipment alternatives including the preferred option, projected rate increases and construction impacts. Impacts include additional traffic adjacent to the Wastewater Treatment plant, in addition to any other construction or environmental impacts that will be covered at the hearing.
Owner anticipates that the Project's total construction price will be approximately

\$12,000,000, which is anticipated to be funded through a combination of State Revolving Loan Funds (SRF Funding), Department of Local Affairs Energy and Mineral Impact Grant funds, and capital reserves. SRF specifications include Disadvantaged Business Enterprise (DBE's) and using Gunnison County Davis Bacon wages that will be locked once the Guaranteed Maximum Price (GMP) contract is signed.
Copies of the PNA are available for public review prior to the Public Hearing online under Projects : <https://www.crestedbutte-co.gov/>

The point of contact for the Town of Crested Butte is Carolyn de Groot, P.E., Town Engineer, (970) 349-5338 x124.
This Advertisement is issued by:
Owner: Town of Crested Butte, Public Works
By: Carolyn de Groot, P.E.
Title: Town Engineer
Date: Feb. 2, 2022

Published in the *Crested Butte News*. Issues of February 4, 18 and March 4, 2022. #020404

—NOTICE—
MARCH 1, 2022

PLEASE TAKE NOTICE: In accordance with Colorado Revised Statutes Section 38-33.3-217(1)(b)(I), as the mortgagee of a Townhome unit in The Links at Skyland, a Common Interest Community, County of Gunnison, State of Colorado, you are hereby notified that The Links at Skyland Association proposes to adopt the attached Amendment to Declaration of The Links at Skyland, a Common Interest Community ("Amendment"). If you do not deliver to The Links at Skyland Association a negative response within 60 days after the date of this Notice, you shall be deemed to have approved the attached Amendment, as provided in Colorado Revised Statutes Section 38-33.3-217(1)(b)(II). The Links at Skyland Association, a Colorado nonprofit corporation By: **David Leinsdorf**, David Leinsdorf, Attorney P. O. Box 187 Crested Butte, CO 81224 (970) 349-6111

The Amendment to Declaration of The Links at Skyland, a Common Interest Community, is published following this Notice and may also be obtained from The Links at Skyland Association, 350 Country Club Drive, #110A, Crested Butte, CO 81224. Phone (970) 349-6281

**AMENDMENT
TO
DECLARATION OF
THE LINKS AT SKYLAND,
A COMMON INTEREST COMMUNITY**

The Links at Skyland Association, a Colorado nonprofit corporation, hereby certifies, in accordance with Section 17.2 of the Declaration of the Links at Skyland, a Common Interest Community, bearing Reception No. 467904 in the office of the Gunnison County Clerk and Recorder ("Declaration"), that the following Amendment has been approved by Owners of Townhomes holding not less than sixty-seven percent (67%) of the votes possible to be cast under the Declaration at a meeting of the Owners called for that purpose:

Article 8 and Article 9 of the Declaration are hereby revised to read as follows:

**ARTICLE 8
MAINTENANCE**

Section 8.1 Maintenance by Owners. Each Owner shall maintain and keep in repair the interior of his Townhome, including the fixtures thereof to the extent current repair shall be necessary in order to avoid damaging other Owners, and the surfaces (excluding the roofing elements) of Limited Common Elements allocated to the Townhome. All fixtures and equipment installed within the Townhome commencing at a point where the utilities enter the Townhome shall be maintained and kept in repair by the Owner of such Townhome. An Owner shall do no act or work that will impair the structural soundness or integrity of the Common Elements or impair any easement. Each Owner shall be responsible for the maintenance of all interior walls of his Townhome, and the surface materials thereon such as plaster, drywall, paneling, wallpaper, paint; surface materials for all walls, ceilings, and floors; doors and windows (including all component parts of the window system within the Townhome), and garage door operating system. Excluded are exterior side of front door and garage door which shall be the responsibility of the Association.

Section 8.2 Owner's Failure to Maintain or Repair. In the event that a Townhome (including the allocated Limited Common Element) is not properly maintained and repaired, and if the maintenance responsibility for the unmaintained portion of the Townhome lies with the Owner of the Townhome, or in the event that the Townhome is damaged or destroyed by an event of casualty of an Owner who does not take reasonable measures to diligently pursue the repair and reconstruction of those portions of the damages or destroyed Townhome for which the Owner is responsible to substantially restore to the same condition in which they existed prior to the damage or destruction, then the Association, after notice to the Owner and with the approval of the Executive Board shall have the right to enter upon the Townhome to perform

such work as is reasonably required to restore the Townhome to a condition of good order and repair. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Townhome, upon demand. All unreimbursed costs shall be a lien upon the Townhome until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid Assessment levied in accordance with Article 10 of this Declaration.

Section 8.3 Maintenance by Association. The Association shall be responsible for the maintenance and repair of the Common Elements, whether located inside, or outside of Townhomes which (unless necessitated by damage caused by the negligence, misuse or tortious act of an Owner or Owner's Agent as set forth in Section 8.4 below), shall be the Common Expense of all Owners. This maintenance shall include, but shall not be limited to, upkeep, repair and replacement, of common area landscaping (except replacement of gardens in front of each unit), exterior walls, roofs, gates, signage, irrigation systems, sidewalks, driveways, streets, and improvements, if any (which shall include without limitation snow removal services unless performed by another private or public organization formed for such purposes), located in the Common Elements. In the event the Association does not maintain or repair the Common Elements, Declarant shall have the right, but not the obligation, to do so at the expense of the Association.

Section 8.4 Association Maintenance as Common Expense. The cost of maintenance and repair by the Association shall be a Common Expense of all of the Owners, to be shared by each Owner according to the Allocated Interests therefor set forth on Exhibit B. Damage to the interior or any part of a Townhome resulting from the maintenance, repair, emergency repair or replacement of any of the Common Elements or as a result of emergency repairs within another Townhome at the instance of the Association shall also be Common Expense of all of the Owners. However, if such damage is caused by negligent or tortious acts of an Owner, members of the Owner's family, or the Owner's agent, employee, invitee, licensee or tenants (Collectively "Owner's Agents"), then such Owner shall be responsible and liable for all of such damage and the cost thereof, which must be timely paid.

Section 8.5 Easement for Maintenance. Each Owner and the Association shall have the irrevocable right, to be exercised by the Manager, the Executive Board or officers or employees of the Association, to have access to each townhome from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Elements or another Townhome. In the event insurance proceeds under Article 9 are payable to an Owner but the maintenance responsibility of the area to which such proceeds relate is the Association's, the Association shall complete any such repair or replacement at the Owner's expense.

Section 8.6 Association's right to Grant Owner's Maintenance Area. The Association reserves the right to grant the maintenance responsibility of certain areas on each Townhome to the Owner, the Owner is obligated to accept said maintenance responsibility, provided said assignment is done in a uniform and nondiscriminatory manner.

Section 8.7 Limited Common Element Damage. In the event of damage or destruction of a Limited Common Element from the negligence or tortious acts of an Owner or an Owner's guests or invitees, the then Owners of the Townhomes to which the Limited Common Element is attributable shall bear the expense to repair or rebuild the Limited Common Element to its previous condition.

Section 8.8 Association Power. The Association shall have the right and power to prohibit storage or other activities deemed unsafe, unsightly, unreasonably noisy or otherwise offensive to the senses and perceptible from another Townhome or the Common Elements. No Owner shall make any

addition or other alternation to any portion of the Common Elements without the express consent of the Executive Board.

**ARTICLE 9
INSURANCE**

Section 9.1 General Insurance Provisions. The Association shall acquire and pay for, out of the Assessments levied under Article 10 below, the following insurance policies carried with reputable insurance companies authorized to do business in Colorado:

9.1.1 Hazard Insurance Coverage:

Association. The Association shall obtain insurance for fire, with extended coverage, vandalism, malicious mischief, all-risk, blanket valuation, replacement cost, agreed amount, special condominium, 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 of the Townhomes and Common Elements, from the unfinished bare surfaces outward, including all unfinished interior perimeter walls and ceiling, roof, studs, all structural members, exterior wall finish, sub-flooring, windows, exterior doors (front, deck, garage), exterior lighting, Common Elements (roofs, interior and exterior vertical and horizontal beams and columns, exterior facade of building, parking areas), Limited Common Elements (decks, porches, landscaping including timber terraces and timber enclosures around supporting columns, driveways), building excavations and foundations. Maximum deductible amounts for such policy shall be the lesser of ten thousand dollars (\$10,000) or one percent (1%) of the replacement value of buildings. Such hazard insurance policy must be written by an insurance carrier that has an "A" or better rating category.

9.1.2 Comprehensive Liability: Association. Comprehensive general public bodily injury liability and property damage liability insurance for the Project in such amounts as the Executive Board deems desirable, provided that such coverage shall be for at least one million dollars (\$1,000,000) for bodily injury, including deaths and property damage arising out of a single occurrence with an aggregate limit of two million dollars (\$2,000,000), insuring the Association, the Executive Board, the Manager or managing agent, or both, if any, and their respective agents and employees, and the Owners from liability in connection with the operation, maintenance and use of Common Elements and must include a "severability of interest" clause or specific endorsement. Such coverage shall also include legal liability arising out of lawsuits related to employment contracts of the Association and such other risks as are customarily covered with respect to housing projects similar to the Project in the area including automobile liability insurance if appropriate.

The insurance policies may be carried in blanket policy form naming the Association as the insured, for the use and benefit of and as attorney-in fact for the Owners. Each Owner shall be an insured person under the policy with respect to liability arising out of such Owner's interest in the Common Elements or membership in the Association. Each Mortgagee and its successors or assigns shall be a beneficiary of the policy in the percentages of Common Expenses for the Townhome which the Mortgage encumbers. The insurance company shall waive its rights of subrogation under the insurance policy against any Owner or member of the Owner's household. No act or omission by any Owner, unless acting within the scope of such Owner's authority on behalf of the Association, shall void the insurance policy or be a condition to recovery under the insurance policy. If, at the time of a loss under an insurance policy described above there is other insurance in the name of the Owner covering the same risk covered by the policy, the Association's policy shall provide primary insurance.

9.1.3. Hazard and Comprehensive Liability Coverage: Owner. Owner is responsible for all Hazard Insurance coverage for the improvements to the building from the unfinished bare

surfaces inward, including interior walls and floors, partitions, decorated and finished surfaces of all interior walls, floors, and ceilings, interior doors, garage door operating system, and other elements or materials comprising a part of the Townhomes and including any fixtures, equipment (including Boiler Heating System), or other personal property within the Townhomes. Owner is responsible for all Comprehensive Liability coverage for the interior of the townhome, and the exterior of the townhome concerning the Limited Common Elements associated therewith; and workman's compensation insurance covering work within each Townhome or on the Limited Common Elements associated therewith. The minimum requirement for Comprehensive Liability Insurance coverage is one million dollars (\$1,000,000) per occurrence. Proof of coverage required to be sent to the Association the beginning of each fiscal year (July 1 - June 30).

Section 9.2 Certificates of Insurance: Cancellation. Certificates of Insurance shall be issued to each Owner and Mortgagee upon request. All Certificates policies of required insurance to be earned under this Article 9 shall provide a standard non-contributory mortgagee clause in favor of each First Mortgagee of a Townhome and shall provide that such policy cannot be canceled by the insurance company without at least thirty (30) days prior written notice to each Owner and each First Mortgagee whose address is shown in the records maintained pursuant to the Association's documents. If the insurance described in this Article 9 is not reasonably available, or if any policy of such insurance is canceled or not renewed without a replacement policy therefore having been obtained, the Association promptly shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Owners and to all First Mortgagees.

Section 9.3 Insurance Proceeds. Any loss covered by the property insurance policy described in Section 9.1 must be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a security interest. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Owners and Mortgagees as their interests may appear. Subject to the provisions of Section 9.5 below, the proceeds must be disbursed first for the repair or restoration of the damaged property, and the Association, Owners and Mortgagees are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged property has been completely repaired or restored or the regime created by this Declaration is terminated.

Section 9.4 Insurer Obligation. An insurer that has issued an insurance policy for the insurance described in Sections 9.1 and 9.7 shall issue certificates or memoranda of insurance to the Association and, upon request, to any Owner or Mortgagee. Unless otherwise provided by statute, the insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association and to each Owner and Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last-known addresses.

Section 9.5 Repair and Replacement. Any portion of the Common Elements for which insurance is required under this Article which is damaged or destroyed must be repaired or replaced promptly by the Association unless:

9.5.1 The common interest community created by this Declaration is terminated in which case the approval must first be obtained of fifty-one percent (51%) of First Mortgagees of Townhomes subject to. First Mortgages (which percentage is measured by votes allocated to such Townhomes);

9.5.2 Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;

9.5.3 There is a vote not to rebuild by (a) eighty percent (80%) of the

Owners entitled to vote and fifty-one percent (51%) of First Mortgagees of Townhomes subject to First Mortgages (which percentage is measured by votes allocated to such Townhomes) and (b) every Owner and First Mortgagee of a Townhome or assigned Limited Common Element that will not be rebuilt; or

9.5.4 Prior to the conveyance of any Townhome to a person other than Declarant, the Mortgagee holding a Mortgage on the damaged portion of the Common Elements rightfully demands all or a substantial part of the insurance proceeds.

The cost of repair or replacement of Common Elements in excess of insurance proceeds and reserves is a Common Expense. If all the Common Elements are not repaired or replaced, the insurance proceeds attributable to the damaged Common Elements must be used to restore the damaged area to a condition compatible with the remainder of the Project, and except to the extent that other persons will be distributees, the insurance proceeds must be distributed to all the Owners or Mortgagees, as their interests may appear in proportion to each Townhome's Common Expenses Allocated Interests.

Section 9.6 Common Expenses. Premiums for insurance that the Association acquires and other expenses connected with acquiring such insurance are Common Expenses provided, however, that if the Association's fire and extended coverage insurance covers fixtures, equipment or other property within some but not all of the Townhomes (as required by any Agency including FNMA or FHLMC), the Association reserves the right to charge the Owner of such Townhomes for which the Association provides additional insurance coverage, as amount equal to the premium attributable to such additional insurance coverage.

Section 9.7 Fidelity Insurance. The Association shall maintain fidelity insurance to protect against dishonest acts on the part of its officers, directors, trustees and employees and on the part of all others including any manager hired by the Association, who handle or are responsible for handling the funds belonging to or administered by the Association, in such amounts as are deemed appropriate by the Executive Board.

Section 9.8 Workers' Compensation Insurance. The Executive Board shall obtain workers' compensation or similar insurance with respect to its employees, if applicable, in the amounts and forms as may now or hereafter be required by law.

Section 9.9 Other Insurance. The Association shall maintain flood insurance if any part of the Project is located within a Special Flood Hazard Area on a Flood Insurance Rate Map, equal to the lesser of one hundred percent (100%) of the insurance value of the Project or the maximum coverage available under the appropriate National Flood Insurance Program. The Association shall also maintain insurance to the extent reasonably available and in such amounts as the Executive Board may deem appropriate on behalf of Directors against any liability asserted against a Director or incurred by him in his capacity of a arising out of his status as a Director. The Executive Board may obtain insurance against such other risks of a similar or dissimilar nature as it shall deem appropriate with respect to the Association's responsibilities and duties or as requested by any Agency. Dated the 1st day of March, 2022.

The Links at Skyland Association, a Colorado nonprofit corporation

By: **Anne Gray**,
Anne Gray, President
Secretary's Certification
The undersigned, Beth D. Brady, Secretary of The Links at Skyland Association, a Colorado nonprofit corporation, hereby certifies that the foregoing Amendment was approved by a sufficient number of Owners at a meeting held for that purpose on the 1st day of March, 2022.
By: **Beth D. Brady**
Beth D. Brady, Secretary

Published in the *Crested Butte News*.
Issues of March 4 and 11, 2022.
#030401

deadline is tuesday at noon • legals@crestedbuttenews.com • 970.349.0500 ext. 105

**—GUNNISON WATERSHED SCHOOL DISTRICT—
REGULAR MEETING
MARCH 7, 2022
CRESTED BUTTE LIBRARY**

This meeting will be conducted in person and by distance using the video conferencing platform ZOOM Webinar. Please check the GWSD website for further instructions.

- 5:30 I. Call to Order**
 II. Roll Call
 III. Pledge of Allegiance
 IV. Approval of Agenda—**ACTION ITEM**
 V. Commendations, recognition of visitors, and public comment
**Visitors who wish to address the Board, please make known at the beginning of the meeting via Zoom or if in-person, please complete the public participation form.*
 VI. Administrative Action Summaries
 A. Successful Students
 • 2022-23 School Calendar-Dr. Nichols
 B. Strong Employees
 • Workforce shortages update-Dr. Nichols
 C. Engaged Community
 D. Healthy Finances
 E. Functional Facilities
 • Scope of facilities project-Dr. Nichols
 VII. **Action Items**
 A. Consent Grouping
Note: Items under the consent grouping are considered routine and will be enacted under one motion. There will not be separate discussion of these items prior to the time the board votes unless a Board Member requests an item be clarified or even removed from the grouping for separate consideration.
 The Superintendent recommends approval of the following:
 1. Board of Education Minutes
 a. February 14, 2022—Regular meeting

2. Finance
 Approve for payment, as presented by the Business Manager, warrants as indicated:
 a. General Account # 40711-40832
 b. Payroll Direct Deposit # 50730-51117
 3. Personnel*
 a. Stephanie Sandstrom-Permanent Substitute-CBCS
 b. Susan Barrett-Request for LOA for the 2022-2023 school year-District
 c. Jessica McNary-Request for LOA for the 2022-23 school year-Lake
 d. Ben McLoughlin-Transitional year 2022-23
 e. Evan Lukassen-Transitional year 2022-23
 f. Renee Brekke-Ebbott-Return from LOA for the 2022-23 school year
 g. Meredith O'Connor-Return from LOA for the 2022-23 school year
 h. Sarah Strong-Return from LOA for the 2022-23 school year
 i. Elizabeth Vachon-Resignation-Eighth grade math-GMS (end of 2021-22 school year)
 j. Amy Debnam-Resignation-2nd grade-CBES
 4. Correspondence
 B. New Business
 C. Old Business
 1. Second reading of policy:
 a. KDB-Public's Right to Know/Freedom of Information
 VIII. Comments from the public
**Visitors who wish to address the Board, please make*

- known via Zoom or if in-person, please complete the public participation form.*
 IX. Items introduced by Board Members
 X. Board Committee assignments for the 2021-22 school year
 A. District Accountability Committee- Mrs. Roberts
 B. School Accountability Committees- Mr. Martineau, Mrs. Mick, Mrs. Brookhart
 C. Gunnison County Education Association Negotiations- Mr. Taylor
 D. Gunnison County Education Association 3X3- Mr. Martineau
 E. Fund 26- Mrs. Mick
 F. Gunnison Valley Community Foundation- Mrs. Mick
 G. Gunnison Memorial Scholarship- Mrs. Roberts
 H. Health Insurance Committee- Mr. Taylor
 XI. Forthcoming Agendas/Meeting Dates and Times
 A. Monday, March 28, 2022—Work Session@5:30pm Gunnison
 B. Monday, April 11, 2022—Regular meeting@5:30pm Crested Butte
 C. Monday, April 25, 2022—Work Session@5:30pm Gunnison
 D. Monday, May 9, 2022—Regular meeting@5:30pm Gunnison
 E. Monday, May 23, 2022—Regular meeting@5:30pm Crested Butte
 XII. Adjournment
 Published in the *Crested Butte News*. Issue of March 4, 2022. #030404

**—NOTICE OF CANCELLATION—
AND
CERTIFIED STATEMENT OF RESULTS
§1-13.5-513(6), 32-1-104, 1-11-103(3) C.R.S.**

NOTICE IS HEREBY GIVEN by the Crested Butte South Metropolitan District, Gunnison County, Colorado, that at the close of business on the sixty-third day before the election, there were not more candidates for directors than offices to be filled, including candidates filing affidavits of intent to be write-in candidates; therefore, the election to be held on May 3rd, 2022 is hereby canceled pursuant to section 1-13.5-513(6) C.R.S.

The following candidates are hereby declared elected:
 Margaret Dethloff 3 Year Term Until May 2025
 Benita Bellamy 3 Year Term Until May 2025
/s/ Ronnie W. Benson
 (Signature of the Designated Election Official)
 Ronnie W. Benson
 (DEO's Printed Name)

Contact Person for the District: Ronnie W. Benson
 Telephone Number of the District: 970-349-5480
 Address of the District: PO BOX 1129 Crested Butte, CO 81224
 District Facsimile Number: 970-349-0590
 District Email: info@cbsouthmetro.net

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Classifieds

classifieds@crestedbuttenews.com • phone: 970.349.0500 ext. 105 • fax: 970.349.9876 • www.crestedbuttenews.com

FOR RENT

ROOM AVAILABLE IN GUNNISON until May 26 for a female in 120 year old Victorian house. \$975 including utilities, no pets, beautiful hardwood floors and trim, sauna, garden. 847-769-7800 or liskorinternational@gmail.com. (3/4/32).

ROOM FOR RENT in Gunnison with family. \$600/mo. Month to month. 970-646-1209. (3/11/13).

HOUSE FOR RENT IN IRWIN TOWNSITE 970-209-0408. (3/4/7).

TWO GUNNISON UNITS AVAILABLE APRIL 1: New construction. One two bedroom, one bath \$1200 and one three bedroom, two bath \$1800. No pets. Contact Kerry Young, cbsouthkerry@gmail.com. (3/4/28).

LET US HELP YOU TAKE CARE OF YOUR PROPERTY: Crested Butte Lodging offers hassle free, full services for long term and short term rentals. Inquire with our office for more information. Call 970-349-2449 or email reservations@crestedbuttelodging.com. (3/4/37).

ONE ROOMMATE WANTED IN MT. CB to share large 3BD/2BA condo with one other professional. Furnished, garage, guest room, walking distance to CMBR. Utilities included! \$1600/mo. Flexible terms, would be great for a travel medical professional or remote worker. No couples, no additional pets, no smoking. mtcbkscondo@gmail.com. (3/11/50).

COMMERCIAL RENTALS

ELK AVENUE IMMEDIATE MOVE-IN: Beautiful office space - 600 SF overlooking Elk, bright and sunny! 970-349-2773. (3/4/15).

OFFICE SPACE AVAILABLE: Quiet and professional. Downtown Crested Butte. 3rd and Elk, 2nd floor. Well lit, nice views. Private bathroom. \$550/month including utilities. Email chris@laggisconstruction or call Chris at 970-209-0485. (3/25/32).

BEST LOCATION IN TOWN: Prime Elk Avenue retail space available in April. Located in the Somrak Plaza building. 1,061 sf. Below the T-shirt shop. 349-2773. (3/4/25).

COMMERCIAL RENTALS

OFFICE SPACE FOR RENT: 271 sq.ft. office space located on the 3rd floor of Silver Queen building located at 115 Elk Avenue. Large windows with mountain view and small deck. Available ASAP. Call Priscila at 970-349-7550 for details. (3/4/38).

OFFICE SPACE IN BUTTE PLAZA: Second floor space available on Elk Ave in early April - 478 SF. 970-349-2773. (3/4/18).

GREAT COMMERCIAL SPACE: Garage Space at 235 N. Main with good lighting and easy access to alley, \$950 monthly including utilities. 847-769-7800 or liskorinternational@gmail.com. (3/4/25).

THE TOWN OF CRESTED BUTTE is advertising the 13.6 acre grazing lease at Town Ranch. Horses only, no cattle. Maximum seven animals on the property at any one time. For more information, please reach out to Recreation, Open Space & Trails Supervisor Joey Carpenter at jcarpenter@crestedbutte-co.gov or 970-349-5338 x108. (3/18/49).

OFFICE SPACE ABOVE MOUNTAIN EARTH: 171 SF, Simple and quiet space! 970-349-2773. (3/4/12).

GALLERY SPACE with shared kitchen and entrance at 235 N. Main 1200 sf. for \$1250 monthly with fireplace and including utilities. 847-769-7800 or liskorinternational@gmail.com. (3/4/25).

OFFICE SPACE IN BUTTE PLAZA: Ground floor office space available immediately - 344 SF. 970-349-2773. (3/4/14).

FOR SALE

FOR SALE \$1000 OBO: Body-Solid Pro Dual Leg Extension & Curl Machine. It's slightly used, but basically brand new. Sells for \$3467 new. https://www.thefitnessoutlet.com/body-solid-pro-dual-leg-extension-curl-machine/. 908-347-4567. (3/4/25).

FOR SALE

SIFTING ENCLOSED LITTER BOX: Large, 4 piece litter box w/ enclosed lid, 2 bins and sifter with Zeolite replaceable air filter. \$20. 970-275-8910. (3/4/23).

ORTHOPEDIC FOLDING WEDGE PILLOW from Bed, Bath & Beyond. 10" tall x 12" wide, 16" folded, 31" extended; like new, very clean, \$35. Call 275-8910. (3/4/pd/24).

ROOFING MATERIAL: Titanium PSU 30 Synthetic Roofing Underlayment. About 25' used of 72' roll. Paid \$130, will sell for \$75. Call 970-275-8910. (3/4/pd/22).

REAL ESTATE

ACREAGE LOCATED in Gold Basin Light Industrial Park, Gunnison, Colorado. 6 acre parcel or less, amount negotiable depending on size & term. Long term lease up to 10 years with a twenty year option. Smaller lots available at negotiated price. Contact Dan at 970-922-9910. (3/4/43).

GUNNISON \$463,000: 304 Joseph Lane Unit A. Move-in ready standalone Van Tuyl 2018 cottage for sale by owner. Open house Feb. 26 and Mar. 5 1-4pm. 3 bed/1.75 bath, 1 car detached. 1156 sq.ft. Details on Zillow.com. Agents welcome. (3/4/40).

CB SOUTH: 81 Janet Place, Lot 7, Block 22. Filing 3. Cul-de-sac. \$249,000. 970-901-9736. (3/4/14).

EMPLOYMENT

MARKETING MANAGER: Forever Our Rivers funds nonprofits that support healthy rivers. We're hiring a marketing professional to lead a cause-related marketing strategy. Visit foreverour-rivers.org. for position details. (3/4/27).

EMPLOYMENT

WESTERN COLORADO UNIVERSITY is hiring full-time Custodian I (starting pay \$15/hour) and Custodial Trainee (no experience needed) positions. Benefits include Colorado PERA retirement, tuition benefits, paid time off, and low-cost insurance plans. To view the full job announcement and apply, visit https://www.governmentjobs.com/careers/colorado or email HR@western.edu. AA/EOE. (3/4/51).

NOW HIRING MASSAGE THERAPISTS for a fast growing locally owned business. Flexible hours and fantastic pay. Must be professional and reliable. Call Kim at 970-964-9358 or email at info@mtnlifemassage.com. (3/4/30).

SNOW SHOVELERS NEEDED in CB South. \$30/hr. Crested Yeti Property Management 970-888-9384. (3/4/13).

FRONT DESK MANAGER—NORDIC INN, MT. CRESTED BUTTE, COLORADO: The Nordic Inn is looking for a personable and detail-oriented individual to work our full time, year round front desk manager position. Located on Mt. Crested Butte, less than a 5-minute walk from CBMR base, the Nordic Inn is the oldest hotel in operation on the mountain. We have guests who have been returning to stay with us for decades because of our uniqueness, location, and hardworking staff who are dedicated to making all guests feel as if the Nordic is their own home. (3/4/93).

FULL-TIME HOUSEKEEPING MANAGER: Pay range \$25 or more DOE. Duties include ordering, inventory management and overseeing staff cleaning condominiums and common areas. Benefits include health insurance, paid vacation, 401(k) and cell phone. Send resume or request more information by emailing wanda@crestedbuttelodging.com. You may also stop by our office in the 3 Seasons building at 701 Gothic in Mt CB to complete an application. We can be reached at 970-349-2400. M-F, 9-5. (3/11/73).

INTERESTED IN WORKING WITH FLOWERS and a great team? Rocky Mountain Trees & Landscaping is hiring retail Garden Center team members. Please contact Heather at gardencenter@rockymountaintrees.com. (3/4/26).

EMPLOYMENT

JOIN THE FUN AT MARCHITELLI'S: Hostesses and bussers needed. Please stop by 411 Third Street and talk to Michael or call 970-209-8712. (3/4/pd/22).

GROUP SALES MANAGER: The Elevation Hotel & Spa in Mt. Crested Butte, CO is hiring a full-time, year-round Group Sales Manager. Benefits include health and dental insurance, paid time off, gym membership, and 25% off hotel services. Possible onsite housing available for the right candidate. Apply online at boxerproperty.com/jointheteam. (3/25/49).

TOP TIER CONSTRUCTION is hiring roofers and roof laborers. No experience necessary. Will train. Competitive pay. 970-209-2918. (3/4/17).

COOK — HOUSING AVAILABLE: 9380 Tavern at the Elevation Hotel & Spa in Mt. Crested Butte, CO is hiring a full-time or part-time seasonal Cook. Benefits include a gym membership and 25% off hotel services. Possible onsite housing available for the right candidates. Apply online at boxerproperty.com/jointheteam. (3/25/46).

DOLLY'S SHUTTLE is looking for a very part-time driver. Must have a clean driving record, years of mountain driving experience and possibly available on some weekends and some holidays! Pay starts at \$18 PLUS gratuity. Ideal candidate is perhaps a partially retired/retired person looking to fill up a few hours of your week! Email cbshuttle@gmail.com for more info. (3/4/60).

SHAWN HARVEYS DENTAL OFFICE is looking to hire for two positions. We are looking for a dental assistant and looking for front office clerical help. It can be full or part time for both positions. Also, experience isn't required but would be helpful. Please send your resumes to shawnharveydentistry@gmail.com. (3/4/50).

SOUPÇON is seeking bartender/backwaiters and dishwashers for the upcoming summer season. Front of house applicants need bartending skills; fine dining experience is a plus. FOH applicants need to send a resume to soupconHR@gmail.com. Dishwasher applicants may apply in person or call 970-349-5448 between 2-4 p.m. (3/4/47).

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