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Gay Cappis, County Clerk, San Miguel County, CO

**THE ALDASORO RANCH  
BUILDING HEIGHT COVENANT  
(FILING 3)**

A. WHEREAS Aldasoro LTD., a Colorado limited partnership, is the owner of the following described real property (collectively "Height Limitation Lots") located in San Miguel County, Colorado:

Lots 8, 9, 10, 11 and 165 The Aldasoro Ranch, Filing 3, according to the plat recorded in the office of the Clerk and Recorder in Plat Book 1 at pages 1230 to 1237.

B. WHEREAS, Aldasoro LTD., wishes to preserve and enhance the views, privacy, visual impact and values of the lots located in The Aldasoro Ranch by restricting the height of improvements on each Height Limitation Lot.

NOW, THEREFORE, Aldasoro LTD., for itself, its successors and assigns covenants as follows:

1. **DESIGNATION OF BUILDING HEIGHT LIMITATION.** Nothing to the contrary withstanding contained in the Design Regulations for The Aldasoro Ranch, no improvements of any nature may be constructed on any Height Limitation Lot which exceeds an absolute height of 25 feet above the natural and undisturbed grade of the corresponding point on the ground located directly below each point on the improvement.

2. **MODIFICATION OF LIMITATION.** In extremely extraordinary circumstances that would impose a substantial hardship on an applicant, the Design Review Board of The Aldasoro Ranch Homeowners Company ("DRB"), in its sole discretion, may grant limited exception to this covenant; however, the DRB shall exercise its discretion cautiously.

3. **BURDEN ON LAND.** This covenant shall be deemed to be a covenant running to the benefit of all Owners of Sites in The Aldasoro Ranch and the Homeowners Company and shall be deemed to be a burden that touches, concerns and runs with the title to the Height Limitation Lots.

4. **ATTORNEY'S FEES.** If any Owner or the Homeowners Company initiates any action or suit to enforce the terms of this covenant, then the prevailing party shall receive, in any such action or suit, as damages, in addition to any other damages or remedies rewarded, all costs, fees and attorney's fees which the prevailing party incurs with respect to this covenant.

5. **AMENDMENT OR TERMINATION.** Aldasoro LTD. may amend, delete or terminate any or all portions of this covenant at any time. Any amendment shall be in furtherance of the purposes set forth in paragraph B above and the applicable provisions of the General

Declarations for The Aldasoro Ranch ("General Declarations") recorded in the office of the San Miguel County Clerk and Recorder in Book 480 at page 817. Any amendment to, deletion of or termination of this covenant shall only become effective upon the recording of such amendment, deletion or termination in the real property records of the office of the San Miguel County Clerk and Recorder. Nothing to the contrary withstanding, at any time on or before April 25, 2001 and upon receipt of approval from the owner of the affected lot, Aldasoro LTD., in its sole discretion, may increase the height limitation on any or all of the Height Limitation Lots.

6. **LIQUIDATED DAMAGES.** Any Owner who is adjudged by a court of competent jurisdiction to be in violation of this covenant shall be subject to the liquidated damages provisions of paragraph 9.4 of the General Declaration.

DATED: April 25, 1995

ALDASORO LTD., a Colorado limited partnership,  
by the ALDASORO DEVELOPMENT CORPORATION,  
a Colorado corporation, its sole general partner

By: Albert J. Aldasoro  
Albert J. Aldasoro, President

ATTEST:  
By: Pamela M. Story  
Pamela M. Story, Secretary



STATE OF COLORADO )  
 ) ss.  
COUNTY OF San Miguel )

The foregoing instrument was acknowledged before me this 25th day of April, 1995, by Albert J. Aldasoro as President and Pamela M. Story as Secretary for the Aldasoro Development Corporation, a Colorado corporation, the sole general partner on behalf of Aldasoro LTD., a Colorado limited partnership.

My Commission Expires: 06-06-97  
Witness my official hand and seal.



Nancy A. Hollenkamp  
Notary Public

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