

**AMENDMENT TO THE GENERAL DECLARATION  
FOR THE ALDASORO RANCH**

**THIS AMENDMENT TO THE GENERAL DECLARATION FOR THE ALDASORO RANCH** (“**Declaration Amendment**”), made effective as of June 26, 2018 (“**Effective Date**”), is made by The Aldasoro Ranch Homeowners Company, a Colorado nonprofit corporation (“**HOC**”). The HOC hereby states as follows:

**RECITALS**

A. The Aldasoro Ranch PUD/Subdivision (“**Community**”) exists in accordance with the certain documents, including, without limitation, following described documents (“**Governing Documents**”):

(1) General Declaration for the Aldasoro Ranch, recorded on August 5, 1991 in Book 480 at page 817; First Supplement recorded on April 9, 1992 in Book 490 at page 413; Second Supplement recorded on May 15, 1992 in Book 492 at page 149; First Amendment recorded on May 15, 1992 in Book 492 at page 152; Second Amendment recorded on August 6, 1996 in Book 565 at page 783; Third Supplement to Declaration recorded on January 29, 1993 in Book 505 at page 322; Fourth Supplement to Declaration recorded on April 25, 1995 in Book 545 at page 70, the Third Amendment thereto recorded November 13, 2003 at Reception no. 361929, as re-recorded February 9, 2005 at Reception no. 372380, the Fourth Amendment thereto recorded February 22, 2005 at Reception no. 372729, the Fifth Amendment thereto recorded April 17, 2008 at Reception no. 401002, the Declaration Amendment recorded on July 12, 2016 at Reception No. 443145, as may be further amended or supplemented from time to time (“**Declaration**”);

(2) Final Plat for Aldasoro Ranch Filing No. 1, recorded on August 5, 1991 in Plat Book 1 at page 1153; Final Plat for Aldasoro Ranch Filing No. 2, recorded on January 29, 1993 in Plat Book 1 at page 1406; Final Plat for Aldasoro Ranch Filing No. 3, recorded on April 25, 1995 in Plat Book 1 at page 1830 as further amended or supplemented; and PUD Plat Amendment recorded on January 11, 2011 in Plat Book 1, Page 4431 Reception No. 416228, as may be further amended or supplemented from time to time (“**Plat**”);

(3) The Articles of Incorporation, the Bylaws for The Aldasoro Ranch Homeowners Company, a Colorado nonprofit corporation (“**Homeowners Company**”), the Aldasoro Ranch Governance Policies, the Aldasoro Ranch Rules and Regulations, the Aldasoro Ranch Policies and Procedures (Appeals of Review Board Actions and Decisions), the Water Operations Rules and Regulations and any other adopted policies, rules and regulations adopted by the Homeowners Company; and

(4) The Amended and Restated Design Review Rules and Regulations of the Aldasoro Ranch Subdivision/PUD (“**Design Regulations**”).

B. The Community consists of certain platted residential lots (“**Lots**”), each separately owned by a “**Lot Owner**”, and certain “**Open Space Parcels**” or “**Common Areas**”, roads and other infrastructure, owned, operated, managed and maintained by the HOC. The Lots and Open Space Parcels are as depicted and described in the Aldasoro Ranch Governing Documents.

C. The Homeowners Company and the requisite percentage of Lot Owners wish to amend the Declaration for the purposes stated and provided for herein.

D. The terms, conditions and provisions set forth in the existing Declaration and Plats are hereby ratified and confirmed, subject to the amendments provided for herein.

E. Capitalized terms used in this Declaration Amendment, unless otherwise defined herein, shall have the meaning ascribed to the term in the Declaration.

**NOW THEREFORE**, the Homeowners Company does hereby publish these modifications and supplementations the General Declarations, as follows:

1. **Status of Declarant.**

1.1. In accordance with the (i) Transfer and Turnover Agreement dated April 16, 2008 (“**Turnover Agreement**”) and (ii) the Assignment of Rights dated April 16, 2008 and recorded on August 15, 2017 in Reception No.449885 (“**Declarant Assignment**”) and such other documents and instruments contemplated by the Turnover Agreement and Declarant Assignment, the Declarant (Aldasoro Ltd, a Colorado limited partnership) did assign, transfer and convey certain “Assigned Rights” (as defined in the Declarant Assignment) to the Homeowners Company, which Assigned Rights included, without limitation, any and all of its rights and interests arising in, under and otherwise in connection with the Governing Documents, except for certain “Excluded Transfers” (as defined in the Declarant Assignment).

1.2. Any and all references to the Declarant in the Declaration and the Plats are hereby changed to read and mean the Homeowners Company.

1.3. Any and all rights, duties and obligations of the Declarant (except for the Excluded Transfers, shall be exercised by the Homeowners Company.

2. **New Section 1.3.** New Section 1.3 of the Declaration is hereby included within the Declaration and shall provide as follows:

1.3. **Homeowners Company.** The HOC has been formed as a Colorado nonprofit corporation under the Colorado Revised Nonprofit Corporation Act to manage the affairs of the Community. The HOC shall serve as the governing body for all of the Owners for the protection, improvement, alteration, maintenance, repair, replacement, administration and operation of real and personal property owned, operated and/or managed by the HOC, including, without limitation, open space, roads, water system and such other real and personal property owned and/or managed by the HOC (“**HOC Property**”), the levying and collection of Assessments for Common Expenses and other expenses of the Association, and such other matters as may be provided in this Declaration, the Articles, Bylaws, and any rules, regulations and policies.

3. **New Section 1.4.** New Section 1.4 of the Declaration is hereby included within the Declaration and shall provide as follows:

1.4. **Board of Directors.** The business and affairs of the HOC shall be managed by its Board of Directors. The number, term, and qualifications of the members of the Board of Directors shall be fixed in the Articles of Incorporation or the Bylaws. The directors shall be elected by the members at the annual meeting. Each director shall hold office until the election or appointment of his or her successor. At the time of their election and continuing through their term as a director, each director shall have an ownership interest in a Lot in the Aldasoro Ranch. The number of directors may be changed by amendment of the Articles of Incorporation in the manner set forth therein. Each director shall serve for a term of three years or until a successor has been duly elected and qualified.

Directors shall be limited to uninterrupted Board membership of two three-year terms, with the following exceptions: a) the immediate past President shall continue as a member of the Board of Directors for one year following the expiration of his or her service in the office of President without regard to the number of his or her prior consecutive terms as a director; and b) an initial appointment as a director to serve the remainder of an unexpired term shall not count toward the two consecutive term limit. Directors are expected to attend meetings of the Board of Directors and failure to attend at least 75% of the meetings, in the absence of good cause shown and agreed to by the other Directors, shall be grounds for removal by the other Directors. The Board of Directors shall have all of the powers, authority and duties granted or delegated to it by the Colorado Common Interest Ownership Act, the Colorado Non-profit Corporation Act, the Declaration, the Articles or Bylaws.

4. **Section 3.14.** Section 3.14 of the Declaration is hereby amended and restated in its entirety and shall henceforth provide as follows:

3.14. **Charges for Functions. Reimbursement Expenses.** The Homeowners Company, with respect to any Function taken by and through its Board of Directors, the Review Board or other duly appointed boards or committees, shall impose and collect fees, assessments and charges for providing any service as required or permitted by any Function on a regular or irregular basis to an Owner to assist the Homeowners Company in offsetting the costs and expenses incurred by the Homeowners Company in performing such Function. The foregoing notwithstanding, an Owner submitting any application with the Homeowners Company seeking the review and action on any matter, including, without limitation, any design review application, relocation or enlargement of a Designated Building Site or variation to a Building Height, shall be required to reimburse the Homeowners Company for the actual costs incurred by the Homeowners Company in reviewing and acting on the application, including, the consulting fees, costs and expenses incurred by the Homeowners Company for experts retained the Homeowners Company (such as architects, engineers, surveyors, attorney and others consultants) to assist in its review and action on an application submitted by the Owner. Any and all Reimbursable Expenses (as defined below in Section 8.12) must be promptly paid by the Owner to the Homeowners Company. All fees, assessments or charges established under this Section 3.14 shall be reasonable and shall be uniformly applied, knowing that costs and expenses may vary from application to application and Site to Site. Each Owner shall be obligated to and shall pay any such fees, assessments and charges for such services and Reimbursable Expenses. The Charges for Functions and Reimbursable Expenses are deemed to be Assessments, which may be collected and enforced in the manner provided for in Article V.

5. **Section 7.3.** Section 7.3 of the Declaration is hereby amended to delete the reference to a prohibition against modular structures on any Lot.

6. **Section 7.17.** Section 7.17 of the Declaration is hereby amended and restated in its entirety and shall henceforth provide as follows:

7.17. **FENCING.** No fences (including, without limitation, snow fences), walls or other barriers shall be permitted without the prior written approval of the HOC, through the Design Review Board. All fences (including, without limitation, snow fences) within Colorado Department of Parks and Wildlife (CPW) mapped Wildlife Habitat Areas shall

comply with LUC Sections 5-405 A. X. except for fencing authorized by CPW to exclude elk from areas within the Aldasoro Ranch to provide for aspen regeneration long enough for aspen saplings to grow to a point where they are less likely to be snapped off or deformed by a bull elk "horning" the tree during rut. The HOC may allow the use of cages (i.e., not fences) on private lots and cages and limited localized fencing on common open space to protect aspen regeneration from elk browsing and barking. No more than 4% of all aspen habitat or approximately 20 acres of the total aspen habitat, which is estimated to be approximately 475 acres of the 1515 acre Aldasoro Ranch property shall be fenced at any time. Fencing and cages shall be configured and spatially located to avoid meaningful restriction of big game movements. Fencing and cages shall be designed to be of adequate height and sturdiness to exclude mature deer and elk from gaining access. The areas of fencing and cages shall be checked regularly to check on its status and condition and repaired if necessary to prevent wildlife from getting trapped within the fencing or caging. The HOC shall promptly release any such trapped wildlife that can be released without harming the animal and report the occurrence to the CPW and County. The HOC shall promptly notify CPW of any trapped wildlife that cannot be released without harming the animal. Any injured or dead wildlife shall be reported to the CPW and County so that the CPW can work with the HOC to address and avoid future circumstances leading to trapped or killed animals. Fencing and cages shall be removed as soon as it is determined by The Aldasoro Ranch Home Owners Company in consultation with its Wildlife Biologist and Colorado Parks & Wildlife that the area has regenerated and can withstand elk access. A Development Permit, which may be referred to CPW, is required for fencing of common areas and private lots to exclude elk and promote aspen regeneration. The HOC will provide San Miguel County with a year-end summary report to San Miguel County concerning the nature and extent of the fencing and caging occurring on Aldasoro Ranch in connection with the vegetation regeneration program. The HOC will work with CPW and the County to resolve any issues or problems arising from the use of the proposed fencing and cages.

7. **Section 7.22.** Section 7.22 of the Declaration is hereby amended and restated in its entirety and shall henceforth provide as follows:

7.22. **Antennas and Satellite Dishes.** If an Owner wishes to install an antenna or satellite dish to receive video programming, internet service or similar services, the Owner shall notify the Association in writing of the proposed installation and location thereof at least ten (10) days before the installation. The antenna or satellite dish installation and location shall comply with all fire, electrical and other applicable safety codes, and the installing Owner shall to the extent feasible install the antenna in a location that minimizes its visibility from neighboring Lots or Association Property. The installing Owner may in the discretion of the DRB may be required to paint the antenna or satellite dish so that it blends into the background against which it is mounted and to plant and maintain such reasonable landscaping as will screen the antenna, to the extent feasible, from neighboring Lots and Association Property. Provided always, that in the event that in any particular situation any of the foregoing requirements or restrictions cause an unreasonable delay or cost in the installation, maintenance or use of the antenna, or prevent the reception of acceptable quality signals, said requirements or restrictions shall be invalid as they apply to that particular situation. Satellite dishes that exceed one (1) meter in diameter, and MDS antennas that exceed one (1) meter in diameter or diagonal measurement shall not be allowed within the Community. Antennas that are not used to receive video programming shall only be permitted within the Community if they

receive the prior written approval of the Association as to design, location and screening from neighboring Lots and Association Property.

8. **Inclusion of New Section 7.34.** New Section 7.34 of the Declaration is hereby included within the Declaration and shall provide as follows:

7.34. **Use of Solar Energy Systems.** The use of solar energy systems (both passive and active) within the Community is authorized, provided such systems comply with governmental guidelines for residential uses and meet the same architectural criteria as are applied to other Improvements within the Community, and are approved in advance by the Association and are sited in a location that minimizes potential glare to neighboring Lots and Community roads and open space.

9. **Inclusion of New Section 7.35.** New Section 7.35 of the Declaration is hereby included within the Declaration and shall provide as follows:

7.35. **Restrictions Concerning the Use of Salt Licks.** The placement, distribution and/or use of salt licks within Aldasoro Ranch is prohibited.

10. **Section 8.3.1.** Section 8.3.1 of the Declaration is hereby amended and restated in its entirety and shall henceforth provide as follows:

8.3.1. **Establishment of Design Review Board.** The Design Review Board is hereby established and shall consist of five regular members, each of whom shall be appointed by the Board of Directors. At the time of his/her appointment to the DRB, a member of the DRB shall have an ownership interest in a Lot in the Aldasoro Ranch. The term of each member of the Design Review Board shall be limited to uninterrupted Board membership of two three-year terms, with the following exceptions: (a) an initial appointment as a member of the Design Review Board to serve the remainder of an unexpired term shall not count toward the two consecutive term limit. The terms of the member of the Design Review Board shall be staggered. Any member of the Design Review Board may be removed only by the Board of Directors, which shall occur upon the delivery of written notice to the appointee; no cause is required to be stated for the removal. A successor or successors appointed to fill any vacancy created for any reason shall serve the remainder of the term of the former member. A member of the Design Review Board or an immediate family member shall not simultaneously be a member of the Board of Director.

11. **Section 8.4.5.** New Section 8.4.5 is hereby included within the Declaration and shall provide as follows:

8.4.5 **Appeals of Actions of the Design Review Board; Board of Director Review of Design Review Board Actions.** In furtherance of the provisions of Section 8.4.2, an appeal of an action of the Design Review Board to the Board of Directors and/or the review of an action of the Design Review Board by the Board of Directors as part of a "call up" review are limited to the following matters: (a) an action concerning a Building Site Relocation or Enlargement, (b) an action allowing a height increase on a Lot that is restricted by a Building Height Limitation covenant, (c) an action approving a waiver or variance from any standard of the design review rules and regulations, and (d) an action by the owner of a Lot whose application submitted to the Design Review Board was denied or granted with contested conditions. In addition, the Board of Directors may exercise its "call up" review authority in situations or circumstances where the Board of Directors preliminarily determines that matters included as part of an application being reviewed by the Design Review Board could potentially violate or

otherwise be inconsistent with San Miguel County laws, regulations and codes and/or with the terms and conditions granted by San Miguel County in connection with the Aldasoro Ranch PUD/Subdivision. The HOC shall adopt policies concerning the manner, method and procedures for initiating, processing and acting on appeals to or reviews of actions of the Design Review Board by the Board of Directors.

12. **Section 8.12.** Section 8.12 of the Declaration is hereby amended to insert the following provisions at the end of existing Section 8.12.

In addition to the imposition and collection of the Review Fee, the Review Board or the Homeowners Company Board (as the case may be if the case of an appeal to or review by the Homeowners Company Board) may in its discretion retain experts (such as architects, engineers, surveyors, attorney and others) to assist in its review and action on an application submitted by the Owner, including, without limitation, any design review application, relocation or enlargement of a Designated Building Site or variation to a Building Height. Any and all fees, costs and expenses incurred by the Review Board or the Homeowners Company Board (as the case may be) for procuring such work, advice or other assistance shall be deemed to be a “**Reimbursable Expenses**”, which must be promptly reimbursed by the Owner/Applicant to the Homeowners Company as such costs and expenses are incurred by the Homeowner’s Company and as may be further provided for in the Design Regulations.

13. **Section 9.13.** Section 9.13 is hereby amended and restated in its entirety and shall henceforth provide as follows:

9.13. **Amendment of Declaration and Plat.**

9.13.1. This Declaration and the Plat may be amended as follows: (a) by the vote or agreement of Owners to which more than sixty percent (60%) of the votes in the Homeowners Company are allocated, or (b) for purposes of correcting clerical, typographical, or technical errors.

9.13.2. No consent of any mortgage or trust deed holder shall be required to accomplish any amendment or supplement to this Declaration, the Plat or any of the Governing Documents.

9.13.3. An amendment to this Declaration shall be duly executed by the President and Secretary of the Association and recorded in the Official Records.

9.13.4. The reference to the Plat and the Declaration in any instrument shall be deemed to include any recorded supplements or amendments to the Plat or the Declaration, whether or not specific reference is made thereto.

14. **Amendments to Section 9.14.** The provisions of Section 9.14(ii) requiring the approval or consent of either the Declarant or the Board of Directors of the Homeowners Company is hereby deleted. The rights of the County to review and approve amendments to certain sections of the Declarations shall remain unchanged and in full force and effect.

15. **Inclusion of New 9.15.** New Section 9.16 of the Declaration is hereby included within the Declaration and shall provide as follows:

9.15. **Governing Law; Jurisdiction.** The laws of the State of Colorado shall govern the interpretation, validity, performance, and enforcement of this Declaration. Any legal action brought in connection with this Declaration shall be commenced on in a court of competent jurisdiction in San Miguel County, Colorado, and by acceptance of a deed to a Lot each Lot Owner voluntarily submits to the jurisdiction of such court.

16. **Inclusion of New 9.16.** New Section 9.16 of the Declaration is hereby included within the Declaration and shall provide as follows:

9.16. **Costs and Attorneys' Fees.** In any action or proceeding involving the interpretation or enforcement of any provision of this Declaration, the substantially prevailing party shall recover its reasonable expert witness, attorneys' fees and costs and expenses incurred in connection therewith.

17. At least 67% of the Lots Owners have executed certain written "**Owner Consents**" consenting to and authorizing and directing the Association to amend the Declaration as provided for in this Declaration Amendment. The Owner Consents are on file with the Homeowners Company.

18. Except as amended by the terms of this Declaration Amendment, the Declaration and the Plat shall otherwise remain in full force and effect. Nothing contained herein shall otherwise change, waive, terminate, modify, supplement or annul any other provisions of the Declaration except as specifically provided for herein.

19. This Declaration Amendment shall become effective upon its recordation in the Official Records of Clerk and Recorder for San Miguel County, Colorado.

IN WITNESS WHEREOF, the Homeowners Company and the Declarant have each executed this Amendment as of the Effective Date.

**Aldasoro Ranch Homeowners Company,  
a Colorado nonprofit corporation**

By: Kevin Holbrook Date: 6/26/18  
Printed Name: Kevin Holbrook  
Title: PRESIDENT

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF SAN MIGUEL )

Acknowledged, subscribed and sworn to before me this 26 day of June, 2018, by Kevin Holbrook, the President of the Aldasoro Ranch Homeowners Company, a Colorado nonprofit corporation.

Witness my hand and official seal.

Carla Jean Slate  
Notary Public

My commission expires: March 10, 2019

