

**SECOND AMENDMENT TO
THE ALDASORO RANCH
BUILDING SITE BOUNDARY COVENANTS
(FILING 1, 2 AND 3)**

THIS SECOND AMENDMENT TO THE BUILDING SITE BOUNDARY COVENANTS (FILING 1, 2 AND 3) (“Covenant Amendment”) made effective as of February 1, 2022 by the Aldasoro Ranch Homeowners Company, a Colorado nonprofit corporation. The Aldasoro Ranch Homeowners Company hereby states as follows:

Pursuant to Article I, Section 9.13.1 of the General Declaration (as amended), more than sixty percent (60%) of the Members (which would be 97 affirmative votes) voted to approve the amendment. The amendment received 127 affirmative Member votes of the 160 member Ballots sent out.

Paragraph 2 is deleted in its entirety and replaced with:

2. RESTRICTION ON CONSTRUCTION AND LOCATION. Improvements, including but not limited to excavations, buildings, decks, patios, roof overhangs, play areas, swimming pools, tennis courts, and enclosed parking areas may not be located or constructed on the Lot outside of the corresponding Building Site Boundary.

2.1 The Design Review Board (the DRB), in its sole discretion, may grant a limited exception to this covenant allowing driveways, underground utilities, limited surface parking and landscaping outside of the Building Site Boundary. The DRB shall exercise its discretion cautiously in granting such limited exceptions.

2.2 An Owner may request an enlargement of their Building Site Boundary (a “Building Site Enlargement” or “BSE”) or a relocation of their Building Site Boundary (a “Building Site Relocation” or “BSR”) (collectively, “BSE/R”) by providing written notice of the request for the BSE/R to the DRB and all Adjacent Property Owners in the form prescribed by the DRB. “Adjacent Property Owner” is an Owner of a Lot in the Community who would otherwise be entitled to notice as a Noticed Owner, whose Lot shares a common property line with the requesting Owner’s Lot or is immediately adjacent to the requesting Owner’s Lot separated only by a Subdivision Road. If all Adjacent Property Owners agree in writing to the Owner’s requested BSE/R, the DRB, in its sole discretion, may grant the BSE/R. If one or more Adjacent Property Owners opposes the Owner’s requested BSE/R an (“Opposed Request”), the DRB will not grant the Opposed Request unless an arbitrator, following the Building Site Arbitration Rules and Procedures, issues an award determining that the requested BSE/R is necessary for the development of the Lot due to unanticipated and extraordinary conditions. For purposes of this Second Amendment, the following conditions by themselves, shall not be considered unanticipated and extraordinary conditions such that a BSE/R is necessary;

- (a) Increased costs to develop the Lot; or
- (b) site conditions that were known by the Owner requesting the BSE/R at the time the

Owner acquired the Lot and/or would have been known by person exercising ordinary care, when acquiring the Lot.

2.3 Any request for BSE/R regarding the following will require extra scrutiny: (A) a relocation which would encroach upon San Miguel County's 100' Wetland Buffer Zone as identified as Lots 15, 23, 28, 48, 50, 51, and 52 in Filing 1, Lots 85, 86, 91 and 99 in Filing 2, and Lot 45 in Filing 3; (B) Lots which have been, designated in the P.U.D. in paragraphs 11.1.7 and 11.2 by the Colorado Department of Wildlife ("CDOW"), and which may encroach on wildlife habitat patterns, would require approval from CDOW and San Miguel County, those being Lots 30, 31, 35, 36 and 37 in Filing 1, Lots 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 161, 162, 163 and 164 in Filing 2 and Lots 108, 109, 110, 111, 112 and 113 in Filing 3.

2.4 Nothing in this paragraph 2 shall be construed to authorize the construction of any improvement including but not limited to excavations, buildings or landscaping within a Building Site Boundary without the prior written approval of the DRB pursuant to the Design Regulations.

Paragraph 4 of the Building Site Boundary Covenants is deleted in its entirety and is declared void *ab initio*.

IN WITNESS WHEREOF, the Aldasoro Ranch Homeowners Company has executed this Second Amendment to the Building Site Boundary Covenants for Filing 1,2 and 3 as of the Effective Date.

Aldasoro Ranch Homeowners Company,
a Colorado nonprofit corporation

BOARD OF DIRECTORS

By: [Signature] Date: 2/8/22

Printed Name: Kevin Holbrook, President

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

Acknowledged, subscribed and sworn to before me this 8th day of February, 2022, by Kevin Holbrook, President of the Board of Directors of the Aldasoro Ranch Homeowners Company, a Colorado nonprofit corporation.

Witness my hand and official seal.

[Signature] My commission expires: 5/9/23
Notary Public

