

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

This AMENDMENT TO THE GENERAL DECLARATION FOR THE ALDASORO RANCH (“Amendment”) is entered and made effective this 12<sup>th</sup> day of July, 2021, by the Aldasoro Ranch Homeowners Company, a Colorado nonprofit corporation (the “HOC”).

RECITALS

A. The General Declaration for the Aldasoro Ranch was recorded on August 5, 1991, at Reception Number 272004, in the real property records of San Miguel County, Colorado. Additional documents recorded in the San Miguel County, Colorado real property records include: a First Supplement to the General Declaration for the Aldasoro Ranch, in Book 480 at Page 817, Reception Number 276225; a First Amendment to the General Declaration for the Aldasoro Ranch, in Book 492 at Page 152, Reception Number 276890; a Second Supplement to the General Declaration for the Aldasoro Ranch, in Book 492 at Page 149, Reception Number 276889; a Third Supplement to the General Declaration for the Aldasoro Ranch, in Book 505 at Page 322, Reception Number 282497; a Fourth Supplement to the General Declaration for the Aldasoro Ranch, in Book 545 at Page 70, Reception Number 298551; a Second Amendment to the General Declaration for the Aldasoro Ranch, in Book 565 at Page 783, Reception Number 306764; a Third Amendment to the General Declaration for the Aldasoro Ranch, at Reception Number 361929 and re-recorded at Reception Number 372380; a Fourth Amendment to the General Declaration for the Aldasoro Ranch, at Reception Number 372729; a Fifth Amendment to the General Declaration for the Aldasoro Ranch, at Reception Number 401002; an Amendment to the General Declaration for the Aldasoro Ranch, at Reception Number 443145; and an Amendment to the General Declaration for the Aldasoro Ranch, at Reception Number 454012. The original Declaration and the foregoing amendments shall together be referred to in this Amendment as the “Declaration”. The capitalized terms and definitions in the Declaration shall have the same meaning in this Amendment, unless otherwise provided in this Amendment.

B. The property subject to the Declaration is located in San Miguel County, Colorado, and is platted as the Aldasoro Ranch PUD/Subdivision (the “Subdivision”) and is legally described in: the Final Plat for Aldasoro Ranch Filing No. 1, recorded on August 4, 1991 in Plat Book 1 at page 1153; the Final Plat for Aldasoro Ranch Filing No. 2, recorded on January 29, 1993 in Plat Book 1 at page 1406; the Final Plat for Aldasoro Ranch Filing No. 3, recorded on April 25, 1995 in Plat Book 1 at page 1830; and a PUD Plat Amendment recorded on January 11, 2011 at Reception Number 416228 in Plat Book 1, page 4431, as may be further amended or supplemented from time to time (collectively, the “Plat”).

C. Pursuant to the Declaration, as amended by Section 9.13.1 of the 2018 Declaration Amendment, Reception Number 454012, all or any part of the Declaration may be supplemented, amended, restated, or canceled in whole or in part at any time by the vote

or agreement of the Lot Owners representing at least sixty percent (60%) of the voting rights of Members of the HOC. Therefore, the number of votes from the Lot Owners required to approve a proposed amendment to the Declaration is eighty-four (84).

D. The proposed Amendment was delivered to the Lot Owners by the physical and electronic delivery of a written ballot. At least 60% of the Lot Owners submitted written ballots in favor of the Amendment before the deadline, and thereby authorized and directed the HOC to amend the Declaration as provided for in this Amendment. The ballots are on file with the HOC.

E. The HOC and the requisite percentage of Lot Owners wish to amend the Declaration as described in this Amendment and to confirm and ratify the Declaration subject to this Amendment.

THEREFORE, the HOC adopts the following Amendment to the Declaration:

#### TERMS

1. General. All the above Recitals are true and incorporated into the Terms of this Amendment. All the Lots located within the Subdivision shall be held, sold, and conveyed subject to the Declaration, including as supplemented and modified by this Amendment, which covenants shall run with the land and be binding on the Lot Owners, their successors and assigns, the HOC and its successors and assigns, and all persons and entities now or later having any right, title, or interest in all or any part of the Subdivision.

2. Inclusion of New Section 5.1. Section 5.1, as previously set forth in Article V of the Declaration, is deleted in its entirety, and replaced with the following:

5.1 Obligation for Assessment and Other Amounts: Owner, by acceptance of any deed to a Lot within the Aldasoro Ranch, whether or not it shall be so expressed in any such deed, or other conveyance, shall be deemed to covenant and agree to pay to the Homeowners Company all assessments and the charges, fines, liquidated damages, penalties or other amounts, to be levied, fixed, established and collected as set forth in this Declaration and the Articles of Incorporation, Bylaws, Design Regulations and rules and regulations of the Homeowners Company as from time to time are in force and effect. All assessments and the charges, fines, liquidated damages, penalties, or other amounts, established and collected from the Homeowners Company as set forth in this Declaration, shall be assessed against all Lots within the Aldasoro Ranch in accordance with the legal description of such Lots as they each exist as of January 1, 2021. By way of example only, should an Owner vacate the lot line between two adjoining Lots each owned by such Owner, thus creating a single Lot, the resulting Lot shall be assessed as if it were the original two lots, and Owner shall remain responsible for all assessments levied against the resulting Lot as assessed as if the lot-line adjustment had not been made. This provision shall apply

as long as there is a single common Owner, and will also apply if the adjoining Lots are owned by legal entities (including trusts) with any common ownership.

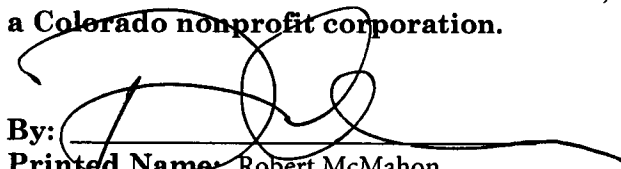
3. Severability. Invalidation of any covenant, restriction, or provision contained in this Amendment or in the Declaration by judgment or court order shall in no way affect any other provisions of this Amendment or the Declaration, which shall continue and remain in full force and effect. In all other respects, the Declaration shall remain as written.

4. Recordation. This Amendment shall become effective upon its recordation in the official records of the Office of the Clerk and Recorder for San Miguel County, Colorado.

The Aldasoro Ranch Homeowners Company acknowledges and adopts this Amendment as of the date in the introductory paragraph.

HOC:

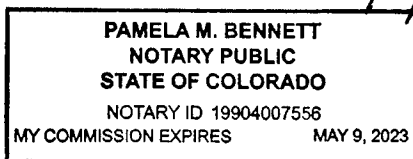
**ALDASORO RANCH HOMEOWNERS COMPANY,**  
**a Colorado nonprofit corporation.**

**By:**   
**Printed Name:** Robert McMahon  
**Title:** Vice President

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

Acknowledged, subscribed and sworn to before me the 12<sup>th</sup> day of July, 2021, by Robert McMahon, the Vice-President of the Aldasoro Ranch Homeowners Company, a Colorado nonprofit corporation.

WITNESS my hand and official seal.  
My commission expires: 5/9/23.



  
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Notary Public