

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

THIS FOURTH AMENDMENT ("Fourth Amendment") to the General Declaration for The Aldasoro Ranch, San Miguel County, Colorado is made effective as of this 22 day of February, 2005 ("**Effective Date**") is made by the Aldasoro LTD, a Colorado limited partnership ("**Declarant**").

RECITALS

A. Aldasoro LTD, a Colorado limited partnership, as "**Declarant**", executed and recorded in the Office of the Clerk and recorder for San Miguel County, Colorado ("**Official Records**") the following documents which are collectively referred to as the "**General Declaration**":

- (1) General Declaration for the Aldasoro Ranch, recorded on August 5, 1991 in Book 480 at page 817;
- (2) First Supplement recorded on April 9, 1992 in Book 490 at page 413;
- (3) Second Supplement recorded on May 15, 1992 in Book 492 at page 149;
- (4) First Amendment recorded on May 15, 1992 in Book 492 at page 152;
- (5) Third Supplement recorded on January 29, 1993 in Book 505 at page 322;
- (6) Fourth Supplement recorded on April 25, 1995 in Book 545 at page 70;
- (7) Second Amendment recorded on August 6, 1996 in Book 565 at page 783;
- (8) Third Amendment recorded on 11/13/03 Reception No. 361929 and rerecord on 02/09/05 Reception No. 372380

B. The General Declaration affected, covenanted and restricted all of that certain real property described in the General Declaration, including all supplements and amendments thereto and depicted on each map or plat for the Aldasoro Ranch, referenced by the General Declaration ("**Aldasoro Ranch Property**").

C. Paragraph 9.13 of the General Declaration enables either the Declarant or at least 75% of the members of the Board of Directors to change, waive, terminate, modify, supplement or annul certain provisions of the General Declaration without the approval of the San Miguel County Board of Commissioners ("**BOCC**").

D. The has determined that the General Declarations shall be modified and supplemented as provided for in this Fourth Amendment ("**General Declaration Modifications**").

E. The General Declaration Modifications do not require approval by the BOCC.

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

1. Article Five of the General Declarations is hereby modified and amended to revise Section 5.9.1 to provide as follows:

5.9.1. **Imposition of Assessment.**

- (A) There is hereby imposed an assessment (“**Real Estate Transfer Assessment**”) on all Transfers whether by deeds, instruments, writings, leases, or any other documents or otherwise by which any lands, tenements or other interests in a Site located in the Aldasoro Ranch are sold, granted, let, assigned, transferred, exchanged, or otherwise conveyed to or vested in a Purchaser, or Purchasers thereof, or any other person or Persons, except as may be specifically exempted by this Declaration.
- (B) A Transfer subject to Real Estate Transfer Assessment shall also include a sale, conveyance, or Transfer of an interest or a right in a corporation, limited liability company, partnership, limited partnership, joint venture, trust, ownership entity or other association or organization where such organization or association owns a Site or Sites located in the Aldasoro Ranch. The Real Estate Transfer Assessment for such Transfers shall be based upon the fair market value of the Site or Sites at the time of the Transfer and the percentage interest being conveyed.
- (C) The Real Estate Transfer Assessment shall be due and payable at the time of any such Transfer and contemporaneously therewith as hereinafter specified.

2. Article Seven of the General Declarations is hereby modified and amended to include new Section 7.32, which provides as follows:

“7.32. **No Timeshares or Interval Ownership Allowed.** Unless expressly authorized in writing by the Board of Directors in its sole discretion in advance of the initiation of such usage, no form of timeshare or interval ownership, club membership and/or use program of any form or kind shall ever be created or allowed in connection with any Site within the Aldasoro Ranch, and any such attempted ownership or use program shall be null and void and unenforceable and the Board of Directors shall have the right to impose fines and penalties, enjoin the same and pursue all other available remedies. Under no circumstances shall the Board of Directors be authorized to approve an interval form of ownership, club membership and/or use program in which more than four different and unrelated individuals or entities either:

- (a) Own a Site;
- (b) have an option, contract or some other right to own and/or possess a Site;
- (c) have a lease or other agreement authorizing them to use or occupy a Site;
- (d) have rights or interests in a club or entity, which rights authorizing them to use or occupy a Site; or
- (e) have some other right of ownership, usage or occupancy of .

3. Article VII of the General Declarations is hereby modified and amended to include new Section 7.33, which provides as follows:

“7.33. **Rental of Sites.** Any Owner shall have the right to Lease his Unit only under the following conditions:

- 7.33.1. All Leases shall be in writing, and must cover the entire residence, i.e., no Leases of bedrooms alone or otherwise covering less than all of the residence shall be permitted, other than a room in an allowed caretaker unit.
- 7.33.2. A Lease shall not include instances where an Owner allows use and occupancy of their Sites by guests for no consideration.
- 7.33.3. An Owner shall not be allowed to Lease or otherwise rent or allow occupancy of their Site under a Lease, Management Agreement, Club Membership plan or other similar arrangement for more than a total of six times in any calendar year.
- 7.33.4. All Leases shall provide (i) that the terms of the Lease and the tenant's (Occupant's) use of the residence shall be subject in all respects to the provisions of this Declaration and the Articles, the Bylaws, the Rules and Regulations (ii) that the Occupant has received and reviewed copies of said documents, and (iii) that any failure by the Occupant to comply with any of the aforesaid documents, in any respect, shall be a default by Occupant under the Lease and a default by Occupant and Owner under said documents which may be enforced against Occupant and/or Owner by the Executive Board.
- 7.33.5. The Owner shall notify the Association immediately upon the leasing of his residence and shall provide the Association with a copy of the Lease and with the name and mailing address of the Occupant and the mailing address (if changed) of the Owner.
- 7.33.6. Each Owner who leases a residence shall be responsible for assuring compliance by the Occupant with all of the provisions of this Declaration, the Articles, the Bylaws, the Rules and Regulations, and the Design Guidelines, and shall be jointly and severally responsible with the Occupant for any violations thereof by the Occupant.
- 7.33.7. Each Lease shall expressly provide that the Association (via the Executive Board) shall have the right to give the Occupant written notice that the Occupant is in violation of one or more of the documents listed in subsection (c) above, which notice shall specify a period of time (as determined by the Board) in which the Occupant may cure the violation. If there are three notice of violations by Tenants of the Site, the Lease shall provide that the Owner gives to the Association an irrevocable power of attorney to act on the Owner's behalf to give such statutory notices to the Occupant and to take such other actions as may be necessary or appropriate to terminate the Lease and to evict the Occupant from the Premises. If a Lease does not contain such provisions, the Owner hereby irrevocably appoints the Association as its attorney-in-fact to act on its behalf as set forth herein, which power shall be deemed coupled with an interest.
- 7.33.8. The Board may promulgate further Rules and Regulations which govern the leasing of a Site.

