

AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR  
ALPINE MOUNTAIN RANCH

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ALPINE MOUNTAIN RANCH (this "Amendment") is made effective as of the date of recording in the real property records of Routt County, Colorado, by Alpine Mountain Ranch at Steamboat Springs, LLLP (the "Declarant") and Eden Park Drive Associates Limited Partnership, an Owner.

RECITALS

A. This Amendment is to the Declaration of Covenants, Conditions, Restrictions and Easements for Alpine Mountain Ranch dated December 19, 2006, and recorded in the Office of the Clerk and Recorder of Routt County, Colorado, on December 29, 2006, under Reception No. 650155 (the "Original Declaration"). The Original Declaration has been amended by an amendment previously recorded in the Office of the Clerk and Recorder of Routt County, Colorado, on July 18, 2007, at Reception No. 660742, and by an amendment previously recorded in the Office of the Clerk and Recorder of Routt County, Colorado, on January 6, 2017, at Reception No. 775982. The Original Declaration, as amended by previously recorded amendments, is referred to herein as the "Declaration."

B. Pursuant to Section 17.2 of the Declaration, approval of the Declarant during the Declarant Control Period and of sixty-seven percent (67%) of the total voting interests in the Alpine Mountain Ranch Association (the "Association") is required in order to amend the Declaration.

C. The undersigned is the Declarant, and Declarant together with Owner Eden Park Drive Associates Limited Partnership who consents to the amendments contained herein, are the owners of sixty-seven percent (67%) of the lots representing sixty-seven (67%) percent of the total voting interests in the Association.

D. Declarant desires to amend sections of the Declaration as set forth below, and Eden Park Drive Associates Limited Partnership consents to the amendments set forth herein.

AMENDMENT

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Amendment to Section 10.9 of the Declaration. Section 10.9 of the Declaration is amended to read as follows:

10.9 Real Estate Transfer Assessment. Upon the occurrence of any transfer, as defined below, the transferee under such transfer shall pay to the Association a real estate transfer assessment (the "Real Estate Transfer Assessment") equal to the fair market value, as defined below, of the Lot subject to transfer, multiplied by the hereinafter described Real Estate Transfer Assessment Rate, which rate shall be two percent (2%) and which shall be imposed by the Executive Board. In no event shall the Real Estate Transfer Assessment Rate exceed two percent (2%) of the fair market value of the property being transferred. The Association is hereby authorized to use any portion of the entirety of the Real Estate Transfer Assessment collected pursuant to this Section 10.9 for any purpose provided for under Section 10.2. [Remainder of paragraph, but not remainder of Section 10.9, deleted by amendment].

2. Amendment to Section 14.8 of the Declaration. Section 14.8 of the Declaration is amended to read as follows:

Section 14.8 Termination of Development Rights. The rights reserved to Declarant for itself, its successors and assigns for the development of the Expansion Property ("Expansion and Development Rights") shall expire on December 31, 2036, unless voluntarily relinquished by Declarant.

3. Except as herein expressly amended and modified hereby, all the terms and provisions of the Declaration remain unchanged and in full force and effect.

4. In case of any conflict between the terms of this Amendment and the Declaration, the provisions hereof shall prevail. Capitalized terms herein, unless otherwise defined, shall have the same meaning as set forth in the Declaration.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment as of the 15 day of June, 2021.

[SIGNATURE PAGES FOLLOW]

Alpine Mountain Ranch at Steamboat Springs, LLLP, a Colorado limited liability limited partnership

By: Steamboat Alpine Development, LLC, a Colorado limited liability company

Its: General Partner

By: [Signature]  
Name: ANDREW P. DALY  
Title: General Partner

STATE OF Colorado )  
County of Eagle ) ss.

The foregoing instrument was acknowledged before me this 15 day of June, 2021, by Andrew P. Daly, as general partner of Steamboat Alpine Development, LLC, a Colorado limited liability company, General Partner of Alpine Mountain Ranch at Steamboat Springs, LLLP, a Colorado limited liability limited partnership.

Witness my hand and official seal.  
My commission expires: August 21, 2021

Stephanie L Chachere  
Notary Public

**STEPHANIE LOIS CHACHERE**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
**NOTARY ID 20134052681**  
**MY COMMISSION EXPIRES 08/21/21**

