

**SECOND AMENDMENT
TO THE DECLARATION OF PROTECTIVE COVENANTS
ROARING JUDY RANCH – PHASE I & PHASE II**

THIS SECOND AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR ROARING JUDY RANCH II, PHASE I & PHASE II (this "Second Amendment") shall be effective upon recordation and is made and adopted by the Roaring Judy Ranch Association, a Colorado nonprofit corporation (the "Association") upon the written consent and agreement of the record owners of at least 66 2/3 percent of the tracts within the subdivision to amend the Declaration of Protective Covenants – Roaring Judy Ranch recorded on August 31st, 1989 at Reception No. 415613 in the Office of the Gunnison County Clerk and Recorder ("Phase I Declaration") and the Declaration of Protective Covenants – Roaring Judy Ranch – Phase II recorded on June 27, 1990 at Reception No. 421082 in the Office of the Gunnison County Clerk and Recorder ("Phase II Declaration") as the Phase I Declaration and the Phase II Declaration were amended by that certain Amendment to the Declaration of Protective Covenants Roaring Judy Ranch – Phase I & Phase II recorded in the real property records of Gunnison County, Colorado as Reception No. 608114 (the "First Amendment"). The Phase I Declaration, Phase II Declaration and First Amendment are collectively referred to herein as the "Declaration of Protective Covenants".

The Covenants are amended to add the following sections to the Phase I Declaration and the Phase II Declaration:

26. RENTALS. Notwithstanding any other provision of the Declaration of Protective Covenants, no tract shall be leased or rented for a term of less than one year. Short term rentals, being rentals or leases for less than one year in duration, are expressly prohibited. Short term rentals include, without limitation, rentals and leases that may be terminated in less than one year from the start thereof without resulting in either party being in breach.

This amendment does not change or modify the terms of paragraph 3 of the Declaration of Protective Covenants.

Executed this day of _____, 2011 _____.

Roaring Judy Ranch Association,
a Colorado nonprofit corporation

By: _____
_____, President

February 15, 2016

To: The Members of the Roaring Judy Ranch Association
From: John L. Murchison
Re: Road Recovery Fee

At the annual members meeting this summer the road recovery fee was briefly discussed. The primary point made was that the policy supporting the assessment has not been in writing in a manner that assures that all members know how the assessment works.

The board later met and spent a considerable amount of time talking about various approaches that can be taken. At the conclusion of the discussion, we decided to leave the approach the same way that has been in the past with one exception. The exception is that even when a tract owner or his predecessors have paid the full \$4,000, additional construction requiring permit from Gunnison County and involving any amount of excavation will trigger an additional assessment of \$2,000.

As a result the assessment policy is now as follows:

ANY TRACT OWNER BUILDING A HOME SHALL PAY A ROAD RECOVERY FEE OF \$4,000. ANY OWNER who has built a home (or whose predecessor built a home) and who engages in additional construction shall pay a fee of \$4,000 less the amount previously paid by the owner and/or his predecessor.

If a tract owner and/or his predecessor have previously paid \$4,000 and engages in additional construction, such tract owner will pay an additional \$2,000 road recover fee. "Additional construction" will be any construction requiring permits from Gunnison County and which involves any amount of excavation.

If you sell your property you should disclose this information to the buyer.

I will now add more than you want to know and, if so, feel free to ignore the rest of this memorandum.

Everyone is apparently in agreement that large construction projects result in damage to the roads and that the tract owner conducting the construction should pay for that damage.

We also recognized that the current assessment approach has obvious deficiencies. Primarily it does not take into account variables that affect the actual damage, for example, the magnitude of the construction, how much of the Association roads are actually impacted and time of year and road conditions when construction activities occur. We discussed formulas that would attempt to address these and other issues and decided that they were probably more complicated than the members of the Association would want. Additionally we recognize that it is not practical to make the damage assessment after the fact since an owner usually will want to know the amount of the assessment before beginning construction.

In summary, the assessment policy is by no means perfect but, at least for the time being, the board concluded that this current policy is probably the best way to proceed.

Please email me if you want to discuss: jlmurchison@yahoo.com US 3933746.1
US 3923756.1