

AMENDMENT TO LAND USE RESTRICTION AND  
COMMON INTEREST AGREEMENT

This Amendment ("Amendment") to that Eagle Peak Ranches Land Use Restriction and Common Interest Agreement filed for record with the Archuleta County Clerk and Recorder's office on August 6, 2007 under Reception No. 20706916 (the "Agreement") is made by the current Owners of at least 67% of all Parcels subject to the Agreement and is made effective as of the first day of February 1, 2007 notwithstanding the dates of actual signature of any of those owners.

Amendment

NOW, THEREFORE, the undersigned Owners, being the owners of 67% of all Parcels subject to the Agreement, amend the Agreement as follows:

1. Section 2(b). Section 2(b) of the Agreement is hereby amended in its entirety to read as follows:

"b) Parcel – Each platted, lettered/numbered and recorded division of the Property or, for the limited purpose of Article 6 below, any other parcel of property subject to the terms of the Old Roadway Maintenance Agreement, as such is depicted in the records of the Archuleta County Clerk and Recorder's Office."

2. Section 4.2. The first sentence of Section 4.2 of the Agreement is hereby deleted in its entirety and the second and third sentences of Section 4.2 are hereby amended in their entirety to read as follows:

"If any Owner wishes to exclude the Parcel he or she controls from participation in the HOA's common grazing arrangement for any upcoming calendar year, he or she must notify the Governing Committee of such decision by mail and by no later than 30 days in advance of the beginning of the upcoming calendar year. Any Owner not providing notice of non-participation by such deadline shall be deemed to have assented to including their Parcel in any arrangement or agreement thereafter negotiated and agreed to by the HOA for the upcoming calendar year."

3. Section 4.3. Section 4.3 of the Agreement is hereby amended in its entirety to read as follows:

"Once the manager of the HOA has determined the number of Parcels that will participate in the HOA's common grazing arrangement for the upcoming calendar year, he or she will attempt to negotiate a grazing arrangement on the Property for the next calendar year with one or more cattle grazers and will attempt to contract with one or more operators to graze cattle on the available Parcels as a whole. In selecting and contracting with the specific cattle grazer or grazers, the manager shall

Return to:  
MIKE DEVOOGHT  
P O BOX 5175  
Pagosa Springs, CO 81147

consider the compensation being offered to the HOA, but shall also consider any additional factors it believes to be relevant to the overall welfare of the Property and the Owners.

4. Section 4.4. Section 4.4 of the Agreement is hereby amended in its entirety to read as follows:

"All revenues derived from the HOA's common grazing arrangements, after accounting for the expenses of maintaining and operating such arrangement, shall be applied directly to the HOA's road maintenance fund as provided for in Article 6 below. In order to properly allocate each participating Owner's share of the revenues to their individual account within the road maintenance fund, the manager shall divide the net revenues received pursuant to the common grazing arrangement by the total acres of all participating Parcels to determine the revenues received per acre, and then shall allocate to the account of each participating Owner a corresponding share of the revenues based upon the number of acres contained in that owners participating Parcel or Parcels. Since all owners of parcels in Eagle Peak Ranches are subject to the Old Roadway maintenance agreement and in order to ensure that all participating and all non-participating owners, as well as owners of parcels in Eagle Peak who are not members of the HOA are assessed an equivalent amount to fund their share of the road maintenance fund, the manager will also assess a pro-rata, per-acre amount against all non-participating owners and against all owners of parcels who are not members of the HOA but who are still subject to the Old Road Maintenance agreement as if they had participated in the common grazing agreement. Such parties shall promptly pay any billing and in any event, such billing shall be paid no later than by the fifteenth of the month following receipt. Any failure to pay such billing shall be treated pursuant to the terms of Section 6.5 below. In addition, the manager shall issue to each Owner an accounting of the revenues attributed to such Owner based upon their share of the net revenues so that they may document with the county assessor the agricultural use of their Parcel."

5. Section 7.1. Section 7.1 of the Agreement is hereby amended in its entirety to read as follows:

"The covenants and restrictions contained in this Agreement shall run with and bind the land for twenty years from the effective date of this Agreement and shall automatically be extended for successive ten year periods unless an instrument revoking or terminating the Agreement is signed by no less than 67% of the Owners of all Parcels located in the Property."

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8/17/2009 10:00 AM  
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June Madrid  
Archuleta County

6. Section 7.2. Section 7.2 of the Agreement is hereby amended in its entirety to read as follows:

"Sections 1-5 and Sections 7 and 8 of this Agreement may be amended at any time with the written consent of no less than 67% of the Owners."

7. Capitalized Terms. Capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement unless the context otherwise provides.

8. No Other Changes. All other terms, conditions, covenants and restrictions contained or set forth in the Agreement shall remain in full force and effect.

\* \* \* \* \*

IN WITNESS WHEREOF, the undersigned Owners agree to amend that Eagle Peak Ranches Land Use Restriction and Common Interest Agreement filed for record with the Archuleta County Clerk and Recorder's office on August 6, 2007 under Reception No. 20706916 and have set their hands as set forth below indicating such agreement.

6. Section 7.2. Section 7.2 of the Agreement is hereby amended in its entirety to read as follows:

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Lot 16B Owners: (Assessor Parcel # 558313300112)

Craig J. Binney  
Binney, Craig J

Carolann Schalk  
Schalk, Carolann

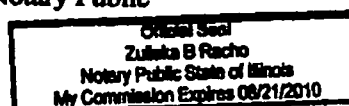
STATE OF ILLINOIS )  
County of LAKE ) SS.

The foregoing instrument was acknowledged before me this 20th day of June, 2009 by CRAIG BINNEY AND CAROLANN SCHALK

Witness my hand and official seal.

My commission expires: 8/21/2010

Zuleika B. Racho  
Notary Public



6. Section 7.2. Section 7.2 of the Agreement is hereby amended in its entirety to read as follows:

"Sections 1-5 and Sections 7 and 8 of this Agreement may be amended at any time with the written consent of no less than 67% of the Owners."

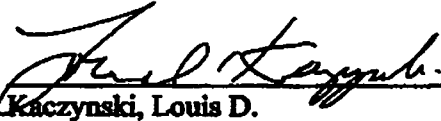
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Lot 2 Owner: (Assessor Parcel # 558129200120)

  
Kaczynski, Louis D.

STATE OF MICHIGAN )  
 ) SS.  
County of BAY )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of June, 2009 by ANNETTE M. LAFAVE.

Witness my hand and official seal.

My commission expires: 12-24-2011

  
Notary Public

ANNETTE M. LAFAVE  
NOTARY PUBLIC, BAY COUNTY, MICHIGAN  
MY COMMISSION EXPIRES DECEMBER 24, 2011  
ACTING IN BAY COUNTY, MICHIGAN

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Lot 13A Owner: (Assessor Parcel # 558324100138)

Freebird Ventures, LLC

By:

Thomas W. Marshall  
Name and Title:

STATE OF

County of

Colorado )  
Archuleta ) SS.

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of July, 2009 by Thomas W. Marshall.

Witness my hand and official seal

My commission expires: 2/24/2011

Notary Public

[Signature]  
[Notary Seal]

6. Section 7.2. Section 7.2 of the Agreement is hereby amended in its entirety to read as follows:

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Lot 12A Owners: (Assessor Parcel # 558119100140)

Sean D Coston  
Coston, Sean D

Jennifer Coston  
Coston, Jennifer

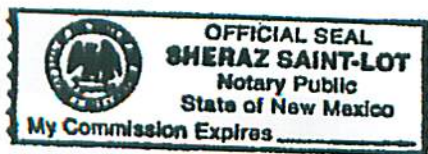
STATE OF NEW MEXICO )

County of BERNALILLO ) SS.

The foregoing instrument was acknowledged before me this 19 day of JUNE, 2009 by SHERAZ SAINT-LOT.

Witness my hand and official seal.

My commission expires: 6-28-13



Sheraz Saint-Lot  
Notary Public

6. Section 7.2. Section 7.2 of the Agreement is hereby amended in its entirety to read as follows:

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IN WITNESS WHEREOF, the undersigned Owners agree to amend that Eagle Peak Ranches Land Use Restriction and Common Interest Agreement filed for record with the Archuleta County Clerk and Recorder's office on August 6, 2007 under Reception No. 20706916 and have set their hands as set forth below indicating such agreement.

Lot 12C Owners: (Assessor Parcel # 558119200144)

Frank Perry  
Perry, Frank

Margaret Perry  
Perry, Margaret

STATE OF MT )  
County of BRAVILLI ) SS.

The foregoing instrument was acknowledged before me this 5 day of June, 2009 by KELLY A. HANSEN.

Witness my hand and official seal.  
My commission expires: 3-1-2013.



NOTARY PUBLIC-MONTANA  
Residing at Victor, Montana  
My Comm. Expires 3-1-2013

Kelly A. Hansen  
Notary Public



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\* \* \* \* \*

IN WITNESS WHEREOF, the undersigned Owners agree to amend that Eagle Peak Ranches Land Use Restriction and Common Interest Agreement filed for record with the Archuleta County Clerk and Recorder's office on August 6, 2007 under Reception No. 20706916 and have set their hands as set forth below indicating such agreement.

Lot 3A Owners: (Assessor Parcel # 558130100132)

William E. Wolter  
Wolter, William E.

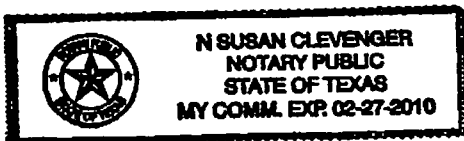
Maureen Wolter  
Wolter, Maureen

STATE OF TEXAS )  
County of HARRIS ) SS.

The foregoing instrument was acknowledged before me this 26 day of June, 2009 by WILLIAM E. WOLTER AND MAUREEN WOLTER

Witness my hand and official seal.

My commission expires: 02-27-2010



Susan Clevenger  
Notary Public

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Archuleta County

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Lot 4B Owner: (Assessor Parcel # 558130100131)

*Linda Marie Green*

Green, Linda Marie

STATE OF Texas )  
County of Denton ) SS.

The foregoing instrument was acknowledged before me this 10 day of July, 2009 by her.

Witness my hand and official seal.

My commission expires: April 14, 2011



*[Signature]*  
Notary Public

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Lots 6, 7, 8, 9 and 14 Owners:  
(Assessor Parcel #'s 558313100105 and 558120200118)

[Signature]  
Huft, John M.

[Signature]  
Huft, Teresa Ann

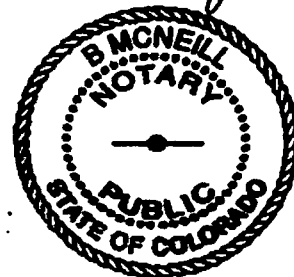
STATE OF Colorado )  
County of Archuleta ) SS.

The foregoing instrument was acknowledged before me this 15 day of July, 2009 by John M. Huft & Teresa Ann Huft

Witness my hand and official seal.

My commission expires: 07/22/12

[Signature]



6. Section 7.2. Section 7.2 of the Agreement is hereby amended in its entirety to read as follows:

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Lots 1 and 1C Owners: (Assessor Parcel #'s 558129300134 and 558129300121)

James W. Scott  
Scott, James W.

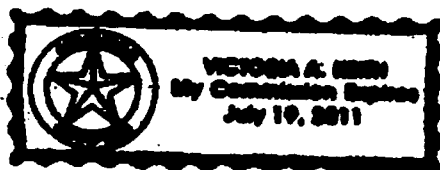
Jean C. Scott  
Scott, Jean C.

STATE OF Texas )  
County of Harris ) SS.

The foregoing instrument was acknowledged before me this 26th day of June, 2009 by James W. Scott and Jean C. Scott

Witness my hand and official seal.  
My commission expires: 7-19-2011

Victoria A. Keen  
Notary Public



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**Lots 4C and 5 Owners:** (Assessor Parcel #'s 558119400136, but excluding any portion of such parcel that was not originally included in the Eagle Peak Ranches or subject to the Old Road Maintenance Agreement)

Dirt Poor, LLC

By:

[Signature] member  
Name and Title:

[Signature]  
Nichols, Gary

[Signature]  
Nichols, Sara

STATE OF Colorado )  
County of Archuleta ) SS.



The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of July, 2009 by Gary & Sara Nichols.

Witness my hand and official seal.

My commission expires: May 21, 2011

[Signature]

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Lot 3 Owners: (Assessor Parcel # 558130100133)

Freeman, Nancy Widmer

JJ&J Family Partners Ltd.

By: [Signature], General Partner  
Name and Title: JJ&J Family Partners, Ltd

STATE OF Texas )  
County of Denton ) SS.

The foregoing instrument was acknowledged before me this 23 day of June, 2009 by Robert S. Widmer, Jr.

Witness my hand and official seal.

My commission expires: 4-8-2010



[Signature]

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Lot 16A 1 and 2 Owners: (Assessor Parcel #'s 558313300114 and 558313300114)

  
Kern, Robert W.

  
Kern, Leslie D

STATE OF Colorado )  
County of Archuleta ) SS.

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of May, 2009 by Robert W. Kern and Leslie D. Kern

Witness my hand and official seal.  
My commission expires: 9-10-09

  
Notary Public

KAREN L. BUNNING  
NOTARY PUBLIC  
STATE OF COLORADO

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Lot 15 Owners: (Assessor Parcel # 558313400110)

Thompson Family Trust

By: Ronald L Thompson TTE  
Name and Title:

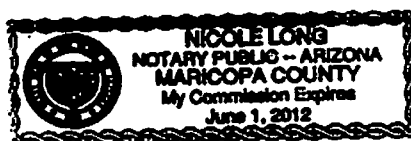
STATE OF ARIZONA )  
County of MARICOPA ) SS.

The foregoing instrument was acknowledged before me this 1ST day of JUNE, 2009 by RONALD THOMPSON.

Witness my hand and official seal.

My commission expires: JUNE 1, 2012.

Nicole Long  
Notary Public





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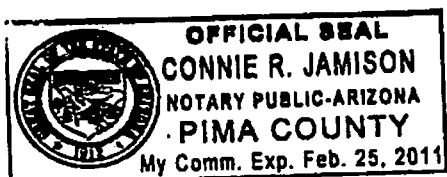
Lot 11 Owner: (Assessor Parcel # 558119200126)


  
La Due, Charles

STATE OF ARIZONA )  
County of PIMA ) SS.

The foregoing instrument was acknowledged before me this 24 day of JUNE, 2009 by CHARLES F. LA DUE.

Witness my hand and official seal.  
My commission expires: 2/25/2011



  
Notary Public



20906193 8/17/2009 10:00 AM  
18 of 18 CIA RS91.00 DS0.00

June Madrid  
Archuleta County

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Lot 17A and B Owners: (Assessor Parcel # 558313300111)

DeVooght, Mike

DeVooght, Marianne