

**BECKWITH MOUNTAIN RANCH  
PROPERTY OWNERS' ASSOCIATION, INC.**

**PO Box 45  
HILLSIDE, CO 81232**

April 21, 2006

Custer County Clerk and Recorder  
205 South Sixth St.  
Westcliffe, CO 81252

Dear Custer County Clerk and Recorder:

The Beckwith Mountain Ranch Property Owners' Association, Inc., a Colorado non-profit corporation, hereby amends the Declaration of Covenants, Conditions and Restrictions for the Beckwith Mountain Ranch Filings No.1, No. 2, No. 3 and No. 4 originally recorded as follows:

Beckwith Mountain Ranch Filing #1 recorded in the real property records of Fremont County at RECEPTION NUMBER 635028, Book 1221, Pages 428-440 recorded on July 14th, 1995, and

Beckwith Mountain Ranch Filing #2 recorded in the real property records of Custer County at RECEPTION NUMBER 173685, Book 305, Pages 230-239 recorded on September 3rd, 1996, and Fremont County at RECEPTION NUMBER 652451, Book 1259, Page 280-289, recorded on September 4th, 1996, and

Beckwith Mountain Ranch Filing #3 recorded in the real property records of Custer County at RECEPTION NUMBER 178107, Book 331, Pages 234-243 recorded on February 26th, 1998 and Fremont County at RECEPTION NUMBER 675025, Book 1313, Pages 109-118 recorded on March 2nd, 1998, and

Beckwith Mountain Ranch Filing #4 recorded in the real property records of Custer County at RECEPTION NUMBER 185959, Book 381, Pages 133-142 recorded on August 1st, 2000 and Fremont County at RECEPTION NUMBER 718089 recorded on August 4th, 2000.

The Covenants are amended as follows:

Article 6.11 (A): Addition to the existing Covenants:

6.11(A) This additional article is intended to supplement specific aspects of article 6.11 "Temporary Structures, Mobile or Modular Homes" contained in the Beckwith Mountain Ranch CC&R's.

(1) Except as provided below, no non-operating vehicles, no motor homes, no travel trailers, no recreational vehicles, and no commercial vehicles shall be parked, stored or maintained on any parcel unless such is for the sole use of the Owner of the parcel and is concealed within a garage or

otherwise screened from view from any roads and adjoining parcels in a manner acceptable to the Board.

(2) Exceptions. Upon application describing the vehicle and proposed location, the Board may provide conditional approval for a maximum of one recreational vehicle (RV), travel trailer, or motor home to be utilized on a parcel by the property owner for up to two years during the construction of an approved permanent dwelling when written permission is requested and received from the Board. In this case, the topography and natural terrain must be used to screen the RV, travel trailer, or motor home to the utmost and the appearance of the unit must be maintained in a manner acceptable to the Board. In no case will an RV, motor home, or a travel trailer be a substitute for a permanent dwelling.

(3) Clarification. A maximum of one recreational vehicle (RV), travel trailer, or motor home can be temporarily used for recreational purposes on a parcel by the property owner for up to 90 days total during a calendar year, without the written approval of the Board, provided the unit and property appearance are maintained consistent with other provisions of the covenants. After 90 days, the recreational vehicle, travel trailer, or motor home must be removed from the parcel to an off-site location or stored on the property within a garage or otherwise screened from view in a manner acceptable to the Board.

Article 6.19: Addition to the existing Covenants:

6.19 Approval Restrictions. The Architectural Control Board (ACB) of the Association can disapprove any dwelling, outbuilding, structure, or fence submitted for review under Article 6 of the CC&R's on any parcel that is either delinquent on any payment to the Association of dues, assessments, fines, liens or other assessed charges OR a written notice has been sent to the current or past owner of that parcel stating that the parcel is not in compliance with the recorded CC&R's and no corrective actions have been taken and approved by the Association.

Article 6.20: Addition to the existing Covenants:

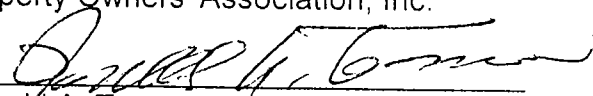
6.20 Approval for Intended Use. Dwellings, outbuildings, and other structures will be approved only for their designated use and cannot be converted to some other use without specific approval by the Architectural Control Board of the Association.

Article 7.1(c): Amendment the existing Covenants:

7.1(c) Compliance with Revised Colorado State Law. The last sentence in this subparagraph will be amended from "any amendment of the provisions of Article VI hereof shall require the written consent or affirmative vote of at least seventy-five percent (75%) of the Owners of Parcels within the Properties" to "any amendment of the provisions of Article VI hereof shall require the written consent or affirmative vote of at least sixty-seven percent (67%) of the Owners of Parcels within the Properties" to comply with the maximum limit set by the State of Colorado.

In witness whereof, the authorized representative of the Association has executed this amendment on the acknowledgement date noted below.

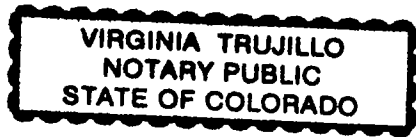
Beckwith Mountain Ranch  
Property Owners' Association, Inc.

By:   
Ronald A. Torgerson, Vice President

State of Colorado       }  
County of Custer       }

The foregoing instrument was acknowledged before me this 21 day of April 2006 by Ron Torgerson, an officer of the Beckwith Mountain Ranch Property Owners' Association, Inc.

My commission expires 2-2-10. Witness my hand and official seal.



Virginia Trujillo  
Notary Public