

SECOND AMENDMENT TO SEWER SERVICE AGREEMENT
(St. Finnbar Property)

THIS SECOND AMENDMENT (this "Amendment") is made and entered into of the date of the last signature hereto (the "Effective Date"), by and between the RANCH AT ROARING FORK HOMEOWNERS ASSOCIATION, INC., a Colorado non-profit corporation (the "Ranch Association") and the ST. FINNBAR HOMEOWNERS ASSOCIATION, INC. a Colorado non-profit corporation (the "St. Finnbar Association") (collectively, the "Parties").

RECITALS

WHEREAS, the Ranch Association and St. Finnbar Land Company (the "Developer") entered into that certain Sewer Service Agreement dated August 4, 1999 and recorded in the public records of Garfield County, Colorado on August 19, 1999 at Reception No. 550717 (the "Sewer Agreement"), and the First Amendment to the Sewer Service Agreement recorded January 23, 2006 as Reception No. 690968 ("First Amendment") which relates to the provision of sewer service to the property described in Exhibit A to the Sewer Agreement (the "St. Finnbar Property");

WHEREAS, pursuant to paragraph 7 of the Sewer Agreement, the St. Finnbar Association is the Developer's successor-in-interest to the Sewer Agreement;

WHEREAS, paragraph 13.c (Time Limits for Purchase and Construction of Taps) of the Sewer Agreement provides that any sewer taps purchased pursuant to the Sewer Agreement "must be connected and put into service by December 31, 2020";

WHEREAS, the Developer purchased 26.5 EQRs (taps) pursuant to the Sewer Agreement and, as of the date of this Amendment, only 7 EQRs (taps) have been connected to the Sewer System by owners of lots of the St. Finnbar Property;

WHEREAS, the St. Finnbar Association has requested and the Ranch Association has agreed to extend the date by which any taps previously purchased pursuant the Sewer Agreement must be connected and put into service, in exchange for consideration provided for herein; and

WHEREAS, the Parties desire to set forth their agreement regarding such amendment to the Sewer Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants herein contained, the Parties agree as follows:

1. Recitals. The foregoing recitals are incorporated herein.
2. Time Limit to Connect Sewer Taps. Paragraph 13.c of the Sewer Agreement is hereby amended to permit any taps previously purchased pursuant to the Sewer Agreement to be connected and put into service as follows and on the following conditions:
 - a. The St. Finnbar Association may extend the time to connect and put into service any unconnected sewer taps until December 31, 2022 by providing the Ranch Association

written notice of intent to extend the time limit to connect (“Extension Notice”) and payment to the Ranch Association of an extension fee equal to \$2,500.00 per unconnected sewer EQR tap (the “Extension Fee”) on or before December 31, 2020.

- b. Upon receipt of such Extension Notice and payment of the Extension Fee, the Ranch agrees that the unconnected sewer taps for which the Extension Fee has been paid may be connected and put into service by the extension date of December 31, 2022.
 - c. In the event there are any remaining sewer taps for which the Extension Fee has been paid but have not been connected by December 31, 2022, the St. Finnbar Association may obtain a second extension of time to connect and put into service any remaining unconnected sewer taps until December 31, 2024 by providing a second Extension Notice and payment of a second Extension Fee (\$2,500 per unconnected EQR) to the Ranch Association on or before December 31, 2022.
 - d. Beginning January 1, 2025, for all connected sewer taps and then-unconnected sewer taps the for which the right to connect has been extended to December 31, 2024, the St. Finnbar Association shall pay service charges as though such taps are connected pursuant to Paragraph 13.d of the Sewer Agreement. St. Finnbar shall maintain the right to connect and put into service any unconnected sewer taps for so long as the service charges are paid pursuant to the Sewer Agreement.
 - e. Any unconnected taps for which the right to connect to the Sewer System is not extended pursuant to this Amendment shall be extinguished as of the applicable time to connect above and the St. Finnbar Association shall have no right to connect such unextended taps to the Sewer System. The Ranch Association will have no obligation to provide additional taps to the St. Finnbar Association or owners of lots of the St. Finnbar Property except to the extent of then existing unused and uncommitted available capacity and upon purchase of a new sewer tap from the Ranch Association.
3. Notice. Notices under Paragraph 17 of the Sewer Agreement are updated as follows:

Notice to Ranch Association: Ranch at Roaring Fork Homeowners’ Association, Inc.
14913 State Highway 82
Carbondale, Colorado 81623

With Copy to: Jeffrey J. Conklin
Karp Neu Hanlon, P.C.
323 W. Main Street, Suite 301
Aspen, Colorado 81611
(970)945-2261
jjc@mountainlawfirm.com

Notice to St. Finnbar Association: _____

4. Definitions. Except as specifically defined in this Amendment, all capitalized terms shall have that meaning as set forth in the Sewer Agreement.
5. Sewer Agreement; Recordation. This Agreement supersedes all contradictory terms in the Sewer Agreement and First Amendment. All other terms, covenants and conditions under the Sewer Agreement and First Amendment shall remain in full force and effect. This Amendment shall be recorded in the public records of Garfield County, Colorado and shall be deemed to run with the land.
6. Binding Effect. This Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.
7. Severability. If any term or provision of this Amendment shall be held to be invalid or unenforceable, the remaining terms and provisions of this Amendment shall continue to exist and shall be valid and enforceable to the fullest extent permitted by law.
8. Authority to Execute. Each party warrants that it has been duly authorized to execute and bind the party to the terms of this Amendment on the date of such party's execution
9. Attorney Fees. In any dispute, litigation or legal proceeding between the Parties regarding this Amendment the substantially prevailing party shall be entitled to recover its costs, expenses and reasonable attorney's fees from non-prevailing party.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment to Sewer Service Agreement as of the Effective Date.

~ Signature Pages Follow ~

RANCH AT ROARING FORK HOMEOWNERS
ASSOCIATION, INC.

Date: oct 12, 20

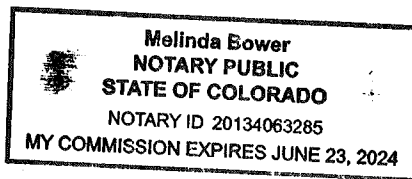
By: [Signature]
As: PRESIDENT

State of Colorado)
) ss.
County of Garfield)

The foregoing instrument was acknowledged before me this 12 day of October, 2020,
by Brian Pettet.

WITNESS my hand and official seal.

[Signature]
Notary Public



ST. FINNBAR HOMEOWNERS ASSOCIATION,
INC.

Date: 10/15/2020

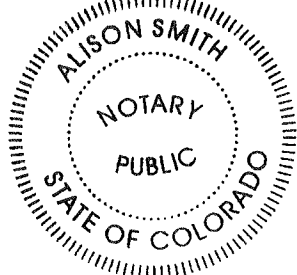
By: [Signature]
As: 108890000

State of Colorado)
County of Garfield) ss.

The foregoing instrument was acknowledged before me this 15th day of October, 2020,
by Brett Soma.

WITNESS my hand and official seal.

Alison Smith
Notary Public



my commission expires 3/12/22