



979936  
1 of 2

7/9/2008 3:05 PM  
COV RS11.00 DS0.00

Linda Daley  
Laplata County Clerk

**FOURTH  
SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
TWILIGHT PEAKS MOUNTAIN VILLAGE  
Durango, Colorado**

Twilight Peaks Homeowners Association, Inc.  
46773 U.S. Highway 550, Durango, Colorado

This Fourth Supplementary Declaration of Covenants, Conditions, and Restrictions for Twilight Peaks Mountain Village is made on the date hereinafter set forth by Twilight Peaks Homeowners Association, Inc., (as successor-in-interest to Twilight Peaks, LLC) hereinafter referred to as "Declarant"

**WITNESSETH:**

WHEREAS, Declarant previously recorded on December 5, 1994, and on September 25, 1996 and on July 1, 1997, in the records of the La Plata County Clerk and Recorder, State of Colorado, certain protective covenants, conditions, rights, reservations and restrictions, herein after referred to as the Declaration which established Twilight Peaks Mountain Village (the "Village") and further established certain rights, restrictions, and obligations as described in said Declarations and on the plat maps filed for record on December 5, 1994 (Reception No. 679694) and on September 30, 1996 (Reception No. 714942) and on July 1, 1997 (Reception No. 728749) and on August 10, 2007 (Reception 962221); and

WHEREAS, Declarant deems it advisable to modify said Declarations as follows.

**ARTICLE I - SUPPLEMENTATION TO DECLARATIONS**

The following paragraph is hereby added to **ARTICLE VI – ASSESSMENTS** and shall apply to a record owner of real property in Twilight Peaks Mountain Village who sells, barter, devises, gifts, or otherwise transfers said real property subsequent to the effective date of this Supplementation, which date shall be the date of recording of this document.

6.14 Transfer Fee: Upon the sale of any improved or unimproved real property subject to these Covenants, Conditions, and Restrictions there shall be imposed upon the transferring party a

*COULAM MONK  
20 CREEKSIDE DRIVE  
DURANGO, CO 81301*

OFFICE  
GENERAL INVESTIGATIVE DIVISION  
FEDERAL BUREAU OF INVESTIGATION  
WASHINGTON, D. C.

MEMORANDUM FOR THE DIRECTOR

DATE: 10/15/54

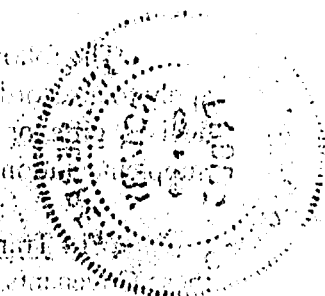
Reference is made to the report of Special Agent in Charge, New York, dated 10/15/54, captioned as above. The report contains information regarding the activities of the Communist Party, New York, and its efforts to recruit and train members in the New York area.

MEMORANDUM

The information contained in the report of the New York Office is being furnished to the Bureau for your information. It is noted that the New York Office has identified several individuals who are active in the Communist Party, New York, and who are being recruited and trained for activities in the New York area. It is suggested that the Bureau be kept advised of any further information received from the New York Office regarding these individuals.

Very truly yours,  
Special Agent in Charge

The information contained in this report is being furnished to the Bureau for your information. It is noted that the New York Office has identified several individuals who are active in the Communist Party, New York, and who are being recruited and trained for activities in the New York area. It is suggested that the Bureau be kept advised of any further information received from the New York Office regarding these individuals.



Transfer Fee equal to One Percent (1.0%) of the gross value of the transaction excluding only the value of taxes and fees, including insurance, normally incidental to the transfer of real property in La Plata County, Colorado. This provision does not dictate whether the buyer or seller shall fund the Transfer Fee, only that it shall be the responsibility of the transferring party to assure payment of the Fee.

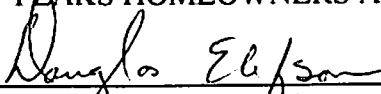
The Transfer Fee shall be paid within five (5) days of the execution of all closing documents incident to title transfer and the Transfer Fee shall be paid by wire transfer, certified check, or money order to: Twilight Peaks Homeowner's Association.

The Association shall maintain a separate accounting for all Transfer Fee funds which shall be deposited by the Association in a separate bank account to be held in trust for capital improvements of the Common Areas, as that term is defined in the Covenants, Conditions and Restrictions. Said funds are to be segregated from and not commingled with any other funds of the Association.

Transfer Fee funds shall only be used for capital improvements of the Common Elements as permitted by the Covenants, Conditions and Restrictions in conjunction with the authority and discretion granted to the Board of Directors of the Twilight Peaks Homeowner's Association.

IN WITNESS WHEREOF, the Declarant herein has executed this Fourth Supplementary Declaration and caused its name to be subscribed hereto by its President on this the 9<sup>th</sup> day of July, 2008.

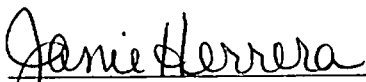
TWILIGHT PEAKS HOMEOWNERS ASSOCIATION, INC.

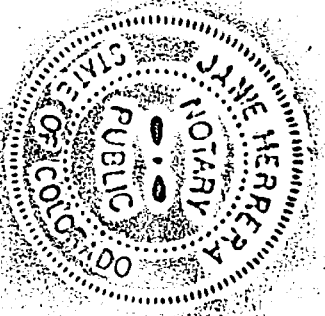
  
By: Douglas Elefson, President

STATE OF COLORADO  
COUNTY OF LA PLATA

The foregoing instrument was acknowledged before me on this 9<sup>th</sup> day of July, 2008, by Douglas Elefson as President of Twilight Peaks Homeowners Association, Inc.

WITNESS my hand and official seal.  
My commission expires 06-01-2011

  
Notary Public



...the gross value of the ... (1) ... of the ...

...the ... of the ... (2) ... of the ...

...the ... of the ... (3) ... of the ...

...the ... of the ... (4) ... of the ...

THE ... ASSOCIATION, INC.

...

STATE OF ...

...

...

...

