



SECOND AMENDMENT TO SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION OF WESTWALL LODGE AT MT. CRESTED BUTTE

This Second Amendment to the Second Amended and Restated Condominium Declaration of WestWall Lodge at Mt. Crested Butte (the "Second Amendment") amends that certain Second Amended and Restated Condominium Declaration of WestWall Lodge at Mt. Crested Butte recorded at reception number 616574¹ (the "Original Covenants") and the Amendment to Second Amended and Restated Condominium Declaration recorded at reception number 636625 (the "First Amendment" and together with the Original Covenants, the "Declaration"). This Second Amendment is made this 6th day of June, 2022 upon the affirmative vote of the Owners to which 60% or more of votes in the WestWall Lodge at Mt. Crested Butte Condominium Association, Inc., a Colorado nonprofit corporation (the "Association") are allocated. This Second Amendment shall be indexed in the grantee's index in the name of the Association and WestWall Lodge at Mt. Crested Butte, and in the grantor's index in the name of the Association. The Declaration is amended as follows:

1. The following new Section 12.8 is hereby added to the Declaration:

Section 12.8 Property Management Company. The Association has the right, authority and power to form, organize, create, operate, maintain, merge, liquidate, dissolve and otherwise own a property management company to manage or otherwise operate all or any portion of the Property and rental of the Units (the "Property Management Company"). The Board of Directors of the Association may also be the Board of Directors of the Property Management Company. No person that is not an Owner or the Association may own or have any right, title or interest in or to the ownership of the Property Management Company. Alternatively, the Association may act as the Property Management Company and, if so acting, any reference in this section to the Property Management Company shall be to the Association. The Association may, in the discretion of the Board of Directors: (i) require that all rentals of Units, including all rentals of Units of a certain duration, be booked, managed, and otherwise occur through the Property Management Company, (ii) allow Owners to engage in rentals that do not participate with the Property Management Company, (iii) allow Owners to engage in rentals that only partially participate with the Property Management Company or only use some of the services of the Property Management Company, (iv) require Owners to utilize specific or limited services of the Property Management Company relating to rentals of Units regardless of whether the Owner procures or manages the rental directly, (v) pay on behalf of an Owner all amounts owed by an Owner to the Property Management Company and assess the Owner all such amounts paid on behalf of the Owner, which shall be a delinquent assessment of that Owner and secured by the Association's lien, (vi) establish the terms of service, provisions, fees, costs and other matters relating to the services provided by the Property Management Company for Owners, including when and how such fees

¹ All references to recording information are to documents recorded in the real property records of Gunnison County, Colorado. Capitalized terms used herein but not defined herein shall have the meaning set forth in the Original Covenants.



are paid and the right of the Property Management Company to charge for the same, (vii) prohibit all rentals of Units that are not in compliance with the section, (viii) prohibit all rentals of Units that are delinquent on assessments, (ix) prohibit all rentals of Units that are delinquent in payment of fees, costs or other charges to the Property Management Company, (x) prohibit all rentals that do not comply with the rules, regulations, policies and procedures of the Association, including without limitation any requirement that Owners participate in or otherwise utilize the Property Management Company and timely pay all amounts owed to the Property Management Company, (xi) adopt rules, regulations, policies and procedures regarding all matters set forth in this section, including without limitation further requiring, defining and limiting Owner participation in using the Property Management Company and all other matters within the discretion of the Board of Directors hereunder or reasonably relating thereto, and (xii) establish a fine for any violation of this section and any rule, regulation, policy or procedure adopted by the Board of Directors of the Association arising out of or relating to this section.

Except as expressly set forth above, the Declaration remains in full force and effect. The provisions and portions of provisions of this Second Amendment are distinct and severable. In the event of any illegality, voidness or other unenforceability of any provision or portion of any provision, the remaining provisions (including each of Section 12.8(i) through (xii) above, each of which are distinct and severable from the others) shall be and remain fully enforceable.

IN WITNESS WHEREOF, pursuant to C.R.S. § 38-33.3-217 and Section 23.6 of the Declaration, the Owners to which 60% or more of the votes in the Association are allocated have approved this Second Amendment.

WestWall Lodge at Mt. Crested Butte Condominium Association, Inc.,
 a Colorado nonprofit corporation

By: [Signature]
 Its: President

STATE OF COLORADO)
) ss.
 COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this 6th day of June, 2022, by Jeffrey Sacra as President of WestWall Lodge at Mt. Crested Butte Condominium Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.
 My commission expires: Jan. 23, 2026

[Signature]
 Notary Public

