

AFTER RECORDING RETURN TO:
HindmanSanchez P.C.
5610 Ward Road, Suite 300
Arvada, CO 80002
Attn: DAF

**SECOND AMENDMENT
TO THE
DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE SEASONS AT KEYSTONE**

THIS AMENDMENT is made this 17th day of March, 2011.

RECITALS

A. Keystone/Intrawest, L.L.C., a Delaware limited liability company, created the Seasons at Keystone Community ("Community") by recording a Declaration of Covenants, Conditions and Restrictions for the Seasons at Keystone in the real property records of the County of Summit, State of Colorado, at Reception Number 708298, on January 17, 2003; and that First Amendment to the Declaration of Covenants, Conditions and Restrictions for the Seasons at Keystone dated January 13, 2010 recorded in the real property records of the County of Summit, State of Colorado at Reception Number 930876 (the "Original Declaration").

B. The Original Declaration provides for and allows for this Second Amendment to the Declaration of Covenants, Conditions and Restrictions for the Seasons at Keystone (the "Amendment") in Article XVIII, Section 18.03(a), which provides in pertinent part as follows:

Except for provisions of this Declaration regarding the rights and obligations of Declarant, which may not be amended without Declarant's prior written consent, and subject to the rights or Mortgagees under Article XVI above, Owners may amend any provision of this Declaration at any time by a vote of at least 67 percent of the votes allocated to all Memberships. If the necessary votes and consent are obtained, the Association shall cause an amendment to be recorded in the Summit County Records in accordance with the terms and conditions of the Act. Notwithstanding the foregoing, the Owners may not amend this Declaration during the Declarant Control Period without Declarant's prior written consent, which consent Declarant may withhold in its sole discretion.

C. All Owners are aware of the provisions of the Original Declaration allowing for amendment, by virtue of the record notice of the Original Declaration, by acts and disclosures, newsletters or notices of the Association and by other means.

D. This Amendment has been prepared and determined by the Association and by the Owners that have approved this Amendment to be reasonable and not burdensome.

E. The purpose of this Amendment is to amend the restrictions concerning the keeping and maintenance of Pets within the Community.

F. The undersigned, being the President of the Association, hereby certifies that Owners representing at least 67% of the votes in the Association have voted in favor of this Amendment at a duly called and held meeting of the Association on November 20, 2010. No Mortgagee approval is required for this Amendment. Additionally, the Declarant Control Period has expired. Accordingly, the consent of the Declarant is not required for this Amendment.

G. As amended by this Amendment, the Original Declaration is referred to as the "Declaration."

NOW THEREFORE,

I. Amendments. The Original Declaration is hereby amended as follows:

(a) **Repeal and Restatement**. Article X, Section 10.16 is hereby repealed in its entirety and the following Article X, Section 10.16 is substituted:

10.16 Pets.

(a) No Owner may keep any livestock or wild animal within the Condominium. An Owner may keep up to two domestic pets, such as dogs and cats, (and offspring not more than three months old) in its Unit, but only in accordance with the terms and conditions of this Section 10.16.

(b) No persons other than Owners and their immediate families (limited to parents and children) may have domestic pets on the Property. Owners and their immediate families are responsible for all clean up and removal of animal waste on or around the Property.

(c) All dogs must be kept within an Owner's Unit and shall not be permitted on other portions of the Property unless the dog is leashed and under the control of a responsible individual. Dogs may not be left unattended on a Unit's deck or patio. No kennels, dog runs or other facilities for pets shall be permitted on any portion of the Property.

(d) Owners or immediate family shall not allow dogs to create a noise nuisance. If a noise nuisance is reported to property management, the Owner or immediate family will be asked to immediately remedy the problem.

(e) No Owner shall allow its dogs to run freely. When the dog of an Owner or the Owner's immediate family leaves the Owner's Unit, the dog must be leashed and under the control of a responsible individual. Leashes shall be no longer than twelve feet in length.

(f) Dogs and other pets must be fed within an Owner's Unit. Dogs and other pets may not be fed outside an Owner's Unit.

(g) The Association shall enforce the covenants, conditions and restrictions set forth in this Section 10.16. The covenants, conditions and restrictions set forth in this Section 10.16 may also be enforced by Summit County, Colorado and the Colorado Department of Wildlife. If an Owner (or the Owner's immediate family or the Owner's Guests [including renters]) violate any of the covenants, conditions and restrictions set forth in this Section 10.16, the Association may remove the pet from the Property and/or fine the Owner \$50 for any second violation and \$100 for each subsequent violation, in addition to pursuing any and all other rights and remedies the Association has under this Declaration.

II. No Other Amendments. Except as amended by the terms of this Amendment, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed by the undersigned.

The Seasons at Keystone Association, Inc.
a Colorado nonprofit corporation

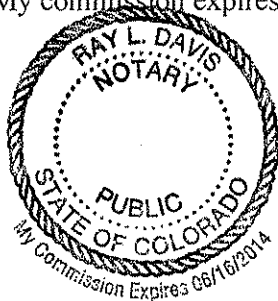
By: Joan Lavell
President

STATE OF COLORADO)
) ss.
COUNTY OF Boulder)

The foregoing was acknowledged before me this 17 day of March, 2011, by Joan Lavell, as President of The Seasons at Keystone Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 6/16/2014



Ray L. Davis
Notary Public