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Kathleen Neel-Summit County Recorder 03/29/2011 12:11 DF:0.00



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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) 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

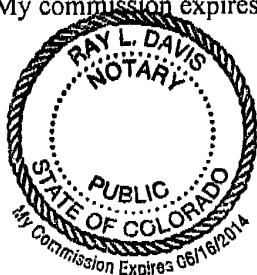
By: Joan Lavell
President

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