

Upon recording, return to:  
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**SECOND AMENDMENT TO CONDOMINIUM DECLARATION  
FOR  
GROUSE GLEN AT VAIL CONDOMINIUMS**

This Second Amendment to Condominium Declaration for Grouse Glen at Vail Condominiums (the "Second Amendment") is made by Grouse Glen at Vail, a Colorado nonprofit corporation ("Association").

WITNESSETH:

WHEREAS, the Condominium Declaration for Grouse Glen at Vail Condominiums was recorded on July 14, 1981 in Book 325 at Page 925, and as Reception No. 222289 in the Office of the Clerk and Recorder for Eagle County, Colorado (the "Initial Declaration");

WHEREAS, the Initial Declaration was amended by that certain First Amendment to Condominium Declaration for Grouse Glen at Vail Condominiums recorded on February 11, 1992 in Book 572 at Page 619, and as Reception No. 468736 in the Office of the Clerk and Recorder for Eagle County, Colorado (the "First Amendment");

WHEREAS, the Initial Declaration and the First Amendment were further amended by that certain First Supplemental Condominium Declaration for Grouse Glen at Vail Condominiums recorded on February 14, 1992 in Book 572 at Page 908, and as Reception No. 469025 in the Office of the Clerk and Recorder for Eagle County, Colorado (the "First Supplement");

WHEREAS, the Initial Declaration, as amended by the First Amendment and the First Supplement, are referred to collectively as the "Declaration";

WHEREAS, all capitalized terms used herein shall have the meanings as defined in the Declaration, unless otherwise defined or modified herein;

WHEREAS, Paragraph 17 of the Declaration provides that Subparagraph 10(a) of the Declaration may be amended upon approval of the owners of 100% of the general common elements and all first lienors;

WHEREAS, C.R.S Section 38-33.3-217(1)(a)(I) provides as a matter of law that the Declaration may be amended by the affirmative vote or agreement of unit owners of units to which no more than 67% of the votes in the Association are allocated, and the Association has obtained such affirmative vote or agreement of the requisite unit owners;

WHEREAS, the Association, in compliance with the requirements of C.R.S. Section 38-33-3-217(1)(b) has: (i) sent a dated, written notice and a copy of this Second Amendment by

certified mail to each first mortgagee at its most recent address as shown on the recorded deed of trust or recorded assignment thereof, and (ii) caused the dated notice, together with information on how to obtain a copy of this Second Amendment, to be printed in full at least twice, on separate occasions at least one week apart, in a newspaper of general circulation in the Eagle County, the county in which Grouse Glen at Vail Condominiums is located;

WHEREAS, all first lienors have either consented to this Second Amendment or are deemed to have approved it under C.R.S. Section 38-33.3-217(1)(b)(II);

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association hereby amends the Declaration as follows:

1. Amendment of Subparagraph 10(a). Subparagraph 10(a) of the Initial Declaration is hereby amended and restated in its entirety as follows:

(a) *Except as set forth in subparagraphs 7(c) and 10(l) herein, each owner shall pay his pro-rata share of the common expenses, which proration shall be made on the basis of the Sharing Ratios in effect on the date such common expense is assessed.*

2. Addition of New Subparagraph 10(l). The following new Subparagraph 10(l) is hereby added and inserted into the Declaration as follows:

(l) *For common expenses listed in this subparagraph, each owner shall pay his pro rata share, which proration shall be equal for each Unit with the owner of each Unit being responsible for one-eleventh (1/11<sup>th</sup>) of such common expenses. Budgets prepared, and statements issued to the owners, by the Board shall separately identify total expenses under this subparagraph from those paid on the basis of Sharing Ratios under subparagraph 10(a). Except as expressly modified by this subparagraph, all other provisions of Paragraph 10 shall apply to expenses under this subparagraph. Expenses governed by this subparagraph are:*

*(i) the Association's share of any assessment, including without limitation any special assessment, of the Recreation and Parking Association, including any portion for garbage collection;*

*(ii) all costs of constructing, repairing and maintaining (including snow and ice removal) any parking spaces of the Association not located in or part of the Recreation and Parking Facilities;*

*(iii) all costs of constructing, repairing and maintaining (including snow and ice removal) the walkways of the Association; and*



**CERTIFICATE OF BOARD OF DIRECTORS**

The undersigned, being all of the directors and officers of the Grouse Glen at Vail, a Colorado corporation, hereby approve this Second Amendment to Condominium Declaration for Grouse Glen at Vail Condominiums and also certify that (a) this Second Amendment was properly approved by affirmative vote or agreement of unit owners of units to which at least 67% of the votes in the Association are allocated, and (b) all first lienors have either consented to this Second Amendment or are deemed to have approved it under C.R.S. Section 38-33.3-217(1)(b)(II).

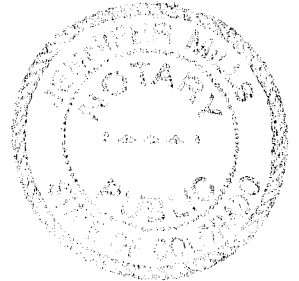
Wyatt McCallie  
WYATT MCCALLIE, President

STATE OF Colorado )  
COUNTY OF Denver ) ss.

The foregoing instrument was acknowledged before me this 19th day of March, 2013, by Wyatt McCallie, as President of the Grouse Glen at Vail, a Colorado non-profit corporation.

WITNESS my hand and official seal.  
My commission expires 7-15-2015.  
[SEAL]

[Signature]  
Notary Public





*Ernie Atlas*

ERNIE ATLAS, Vice President/Treasurer

STATE OF New Mexico

COUNTY OF Santa Fe ) ss.

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of March, 2013, by Ernie Atlas as Vice President/Treasurer of the Grouse Glen at Vail, a Colorado non-profit corporation.

WITNESS my hand and official seal.  
My commission expires 3/23/2015.  
[SEAL]

*Carrie Taylor*

Notary Public