

**FIRST AMENDMENT
TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR SNOWBRIDGE SQUARE**

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SNOWBRIDGE SQUARE ("First Amendment") is made and entered into as of the ____ day of _____, 2018, by the members ("Members") of Snowbridge Square Condominium Association, a Colorado non-profit corporation ("Association").

RECITALS

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Snowbridge Square (the "Declaration") was recorded in the records of Summit County on January 1, 1999, at Reception No. 586501;

WHEREAS, the Declaration provides, in Section 13.3, that the Declaration may be amended by a vote of at least seventy percent (70%) of the votes allocated to all Memberships;

WHEREAS, the amendments proposed by this First Amendment do not affect the Units subject to the Condominium Leases, such that the consent of any lessor is not required pursuant to Section 13.4;

WHEREAS, Section 5.2(b) of the Declaration ensures that Owners of Employee Housing Units receive a discount on their Assessments by exempting the Employee Housing Units from paying certain costs associated with the management of the Association;

WHEREAS, the discount established in Section 5.2(b) was intended to award Owners whose Units comply with the use restrictions established in Section 7.5(c) of the Declaration a discount in recognition of such restricted use;

WHEREAS, an Employee Housing Unit which is not occupied by a full-time employee at the Copper Mountain resort area and/or is instead rented to third parties for pecuniary gain should not receive the benefit of the discount as set forth in Section 5.2(b);

WHEREAS, the Declaration provides, in Section 5.2(b), that such section may not be amended without the written consent of CMI and the Copper Mountain Property Owners' and Lessees' Association ("POLA"); and

WHEREAS, the Members, CMI and POLA (hereinafter collectively referred to as the "Parties") wish to amend Section 5.2(b) of the Declaration, as more particularly set forth herein;

AMENDMENT

NOW, THEREFORE, the Parties hereby amend the Declaration as follows:

1. Sections 5.2(b) and (c) of the Declaration are deleted in their entirety and the following Sections 5.2(b) and (c) are substituted in their place:

"5.2 Shares of Common Expenses.

(b) Except as otherwise set forth in this Section 5.2(b), each Employee Housing Unit's Share of Common Expenses shall be calculated in the same manner as the Residential Unit's Share of Common Expenses as provided in Section 5.2(a)(i) above. In the event an Employee Housing Unit meets the criteria set forth in Section 5.2(c), the Assessments levied by the Association against such Employee Housing Unit shall not include any Common Expenses attributable to the following costs incurred by the Association for the management of the Association:

(i) Salary, wages and other benefits paid or provided by the Association to the resident manager, including payroll taxes, worker's compensation insurance, health insurance, incentive compensation and other benefits customarily provided to employees (but excluding compensation for special maintenance, repair or improvement projects);

(ii) Costs incurred by the Association related to housing the resident manager, including rent, real estate taxes, and costs for utilities, telephone, cable television, internet, water and sewer;

(iii) Professional fees and disbursements paid by the Association to lawyers and accountants; and

(iv) Management fees, bookkeeping fees and costs incurred to supervise the resident manager.

This paragraph 5.2(b) may not be amended without the written consent of CMI and the Copper Mountain Property Owners' and Lessees' Association.

(c) An Employee Unit is eligible for the discount set forth in Section 5.2(b) above only if such Employee Housing Unit complies with all of the following criteria:

(i) the Unit is the primary residence of the Owner or is used as employee housing for at least one full-time employee at the Copper Mountain resort area;

(ii) the Unit is not an investor owned unit held for rent or lease to third parties;

(iii) *the Unit meets all regulations for Employee Housing Units adopted by POLA; and*

(iv) *the Unit is annually verified by the Executive Board as being in compliance thereof, in the Executive Board's sole and reasonable discretion."*

2. Sections 5.2(d) and (e) are hereby added to the Declaration as follows:

"5.2 Shares of Common Expenses.

(d) *The Owner of an Employee Unit shall promptly furnish upon request by the Association any documentation reasonably required in order to determine whether the Employee Unit complies with the criteria set forth in Section 5.2(c) above, including but not limited to copies of any leases effecting the unit, and proof of employment of the occupants. In the event the Owner fails to provide such documentation, it shall be presumed that the Employee Unit is not in compliance with the criteria set forth in Section 5.2(c).*

(e) *Notwithstanding anything to the contrary in the Declaration, the Articles or the Bylaws, Common Expenses which are incurred by the Association for the purpose of acquiring any interest in the Residential Units, including but not limited to any financing costs, shall be treated as a Common Expense attributable to the Residential Units only. Accordingly, such costs shall not form the basis for Assessments against the Commercial Units."*

3. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Declaration.

4. All other terms and provisions of the Declaration shall remain in full force and effect.

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