

**SECOND AMENDMENT TO THE CONDOMINIUM DECLARATION  
FOR  
WINFIELD ARMS CONDOMINIUMS**

This SECOND AMENDMENT TO CONDOMINIUM DECLARATION FOR WINFIELD ARMS CONDOMINIUMS is entered into this 7<sup>th</sup> day of January, 2010 by WINFIELD ARMS CONDOMINIUM ASSOCIATION, INC., a Colorado not-for-profit corporation ("Association").

WHEREAS, on November 9, 1983, W/J Ranch, Inc., the declarant of the Winfield Arms Condominiums, recorded the Condominium Declaration for Winfield Arms Condominiums in the Office of the Pitkin County Clerk and Recorder as Reception No. 254857 (the "Declaration"), which Declaration governs the use of certain real property located in the City of Aspen, Colorado described as Lots D, E, F, and the West twenty-five feet (25') of Lot G, Block 70, City and Townsite of Aspen (the "Property"); and

WHEREAS, on December 29, 1989, the successor in interest to W/J Ranch, One Nineteen East Cooper Associates, recorded the First Amendment to the Condominium Declaration for Winfield Arms Condominiums in the Office of the Pitkin County Clerk and Recorder as Reception No. 316603 (the "First Amendment"); and

WHEREAS, among other items, the First Amendment amended the Declaration and Condominium Map to designate "the garage spaces as shown on the basement floor plan as separate individual units appurtenant to specific residential units", "the spaces shown as gravel parking area . . . as separate individual parking spaces appurtenant to the specific Residential Units" and the "entrance and exit to the garage . . . to be a limited common element for the use and benefit of the individual garage space owners."; and

WHEREAS, the First Amendment stated that the garage spaces and the gravel parking spaces "may be transferred by the owners of existing residential units to which they are appurtenant to other residential units"; and

WHEREAS, of the parking spaces (garage spaces and gravel parking spaces) have been conveyed to the Association, the deeds to which were recorded in the public records of Pitkin County at Reception Nos. \_\_\_\_\_ and \_\_\_\_\_; and

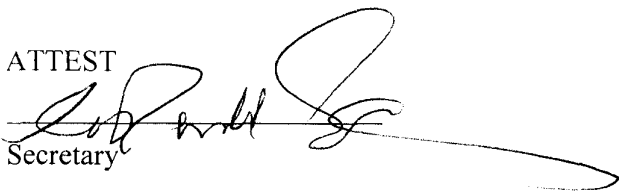
WHEREAS, the Association and Owners wish to amend the Declaration and First Amendment thereto to identify the parking spaces together with the entrance and exit to the garage as general common elements and to specify that the members of the Winfield Arms Condominium Association give its Board of Managers authority to lease such spaces to Association members on a long-term basis, as provided herein.

NOW THEREFORE, the Association and Owners hereby publish and declare that the following amendment shall be made to the Declaration and First Amendment thereto described

President

ATTEST

Secretary



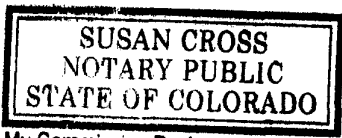
\* In accordance with Section 16 of the Declaration, this Second Amendment has been duly approved by the affirmative vote of the Owners of at least 18 of 26 of the Units in the Winfield Arms Condominiums and all of the holders of any recorded mortgage or deed of trust covering or affecting any or all Units.

STATE OF COLORADO )

) ss.

COUNTY OF PITKIN )

The foregoing instrument was acknowledged before me this 14 day of April, 2010, by Philip Poplan as President and Ron Erickson as Secretary of the Winfield Arms Condominium Association.



Notary Public

(Seal)

My commission expires: 1/22/2014

above.

1. Parking Spaces Designated as General Common Elements. The parking spaces at Winfield Arms Condominiums, spaces G-1 through G-12 and spaces P-1 through P-12 and the entrance and exit to the garage, as described and depicted on Exhibit A to the First Amendment are hereby designated as general common elements. The condominium map referred to in Section 1(j) of the Declaration and depicted on Exhibit A to the First Amendment is amended to depict the parking spaces as general common elements and to remove any reference to any unit to which said parking spaces were previously appurtenant.

2. Authority to Enter Into Leases. The Board of Managers of the Winfield Arms Condominium Association shall have the authority to enter into long or short-term leases or other use agreements for the parking spaces with members of the Association. The Board of Managers shall also have the authority to promulgate Rules and Regulations to implement the parking space leases and/or other use agreements. The lease rights to a parking space appurtenant to a unit shall automatically transfer upon the sale of a unit to the successor-in-interest to such unit.

3. Special Assessments for Parking Space Lessees. The Board of Managers shall have the authority to impose special assessments against the lessees of the parking spaces to fund or recover expenses related to: operation, maintenance or repair of the parking spaces, utilities used to heat or illuminate the parking spaces, and taxes if any specifically related to the parking spaces. The Board of Managers may separately assess the lessees of the parking spaces for expenses. The special assessments shall constitute a lien against the unit associated with the parking space lease in the same manner as an assessment for common expenses as described in the Declaration.

4. References to Governing Body. References to the governing body of the Winfield Arms Condominium Association in Association documents as the Board of Managers and/or Board of Directors are used interchangeably and refer to the same body.

5. No Further Modifications. Except as expressly modified herein, all provisions of the Declaration and First Amendment thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Winfield Arms Condominium Association, Inc. has caused this Second Amendment to be signed by its duly authorized officers this 7<sup>th</sup> day of January, 2010.

WINFIELD ARMS CONDOMINIUM  
ASSOCIATION, INC.

By: \_\_\_\_\_