

**ELEVENTH AMENDMENT TO THE AMENDED AND RESTATED  
CONDOMINIUM DECLARATION FOR THE TELLURIDE LODGE**

**THIS ELEVENTH AMENDMENT TO THE AMENDED AND RESTATED CONDOMINIUM DECLARATION FOR THE TELLURIDE LODGE** (the "**Declaration Amendment**"), is made and effective as of July 26, 2022 ("**Effective Date**"), by the Telluride Lodge Association, a Colorado nonprofit corporation ("**Association**"). The Association hereby states as follows:

1. The Telluride Lodge, a condominium community ("**Community**") exists in accordance with the following described documents ("**Governing Documents**"):

a. Amended and Restated Condominium Declaration recorded on February 15, 2007 in Reception No. 390757 as amended by: (1) the Amendment to the Amended and Restated Condominium Declaration recorded on October 8, 2010 in Reception No. 414621; (2) the Second Amendment to the Amended and Restated Condominium Declaration recorded on October 31, 2012 in Reception No. 425396; (3) the Third Amendment to the Amended and Restated Condominium Declaration recorded on March 6, 2015 in Reception No. 436660; (4) the Fourth Amendment to the Amended and Restated Condominium Declaration recorded on June 11, 2015 in Reception No. 437919; (5) the Fifth Amendment to the Amended and Restated Condominium Declaration recorded December 31, 2015 in Reception No. 440816; (6) the Sixth Amendment to the Amended and Restated Condominium Declaration recorded April 6, 2017 in Reception No. 447995; (7) the Seventh Amendment to the Amended and Restated Condominium Declaration recorded February 9, 2018 in Reception No. 452215; (8) the Eighth Amendment to the Amended and Restated Condominium Declaration recorded October 8, 2018 in Reception No. 455199; (9) the Ninth Amendment to the Amended and Restated Condominium Declaration recorded October 31, 2018 in Reception No. 455633; (10) the Tenth Amendment to the Amended and Restated Condominium Declaration recorded July 29, 2019 in Reception No. 459358, and any other amendment or supplement to the Declaration (collectively referred to as the "**Declaration**"):

b. Condominium Map recorded on January 9, 1973 in Map Book 1 at page 13 ("**Original Map**") and the following described amendments to the Map (collectively "**Map Amendments**"): (1) the Subdivision Map of Condominium Unit F-f-537-538 recorded September 6, 1985 in Map Book 1 at page 587; (2) the Map of Unit B-e (314-315) recorded December 22, 1989 in Map Book 1 at page 971; (3) the Map of Unit D-f (416-417) recorded June 14, 1993 in Map Book 1 at page 1497; (4) the Map of Unit C-F (302-303) recorded December 8, 1993 in Map Book 1 at page 1598; (5) the Map of Unit E-f (402-403) recorded May 8, 1995 in Map Book 1 at page 1841; (6) the Map of Unit H-f (502-503) recorded November 19, 1996 in Map Book 1 at page 2158; (7) the Map of Unit G-f (517-518) recorded June 24, 1997 in Map Book 1 at page 2256; (8) the Map of Unit E-e (400-401) recorded April 17, 1998 in Map Book 1 at page 2358; (9) the Map of Unit C-e (300-301) recorded July 16, 1998 in Map Book 1 at page 2402; (10) the Map of Units G-c-515 and G-c-516 recorded July 6, 2001 in Map Book 1 at page 2902; (11) the Map of Units A-c-329 and A-c-330 recorded March 21, 2002 in Map Book 1 at page 2994; (12) the Map of Unit D-e (420-421) recorded on August 20, 2004 in Map Book 1 at page 3349; (13) Map of Unit 510 recorded on October 21, 2004 in Map Book 1 at page 3364; (14) Map of Units G-c (521-522) recorded on December 15, 2004 in Map Book 1 at page 3404; (15) Map of Units G-e-519-520 recorded on August 26, 2005 in Map Book 1 at page 3532; (16) Map of Unit 407 recorded on February 3, 2006 in Map Book 1 at page 3620; (17) Map of Unit E-b-404 recorded on November 17, 2006 in Map Book 1 at page 3755; (18) Map of Unit D-f-417 recorded on November 21, 2006 in Map Book 1 at page 3757; (19) Map of Units B-e (320-321) recorded on January 18, 2007 in Map Book 1 at page 3800; (20) Map of Unit E-a-405 recorded on February 20, 2008 in Map Book 1 at page 3935; (21) the Map of Units 303, 308, 326, 329, 330, 333, 337-338, 409, 410, 411, 412, 418-419, 422, 423, 424, 503, 504, 505, 506, 508, 509, 512, 517, 518, 523, 524, 526, 535, 536 and 537 recorded October 8, 2010 in Map Book 1 at page 4368 in Reception No. 414622; (22) the Map of Units 334, 416, 541 and 542 recorded on October 31, 2012 in Map Book 1 at page 4545 in Reception No. 425395; (23) the Map of Unit 336 recorded on March 6, 2015 in Map Book 1

at page 4715 in Reception No. 436659; (24) the Map of Unit 332, 413 & 425 recorded June 11, 2015 in Map Book 1 at page 4729 in Reception No. 437918; (25) the Map of Units 403, 528, 308 and 309 recorded December 31, 2015 in Map Book 1 at page 4784 in Reception No. 440815; (26) the Map of Unit C-e 301 recorded April 6, 2017 in Map Book 1 at page 4917 in Reception No. 447994; (27) the Map of Unit G-520 recorded February 9, 2018 in Map Book 1 at page 4978 in Reception No. 452216; (28) the Map of Unit C-d-308 recorded October 8, 2018 in Reception No. 455198; (29) the Map of Unit H-p-510 recorded October 31, 2018 in Reception No. 455632; (30) the Map of Unit F-b-527 recorded July 29, 2019 in Reception No. 459357, and any other amendment or supplement to the Original Map (The Original Map and the Map Amendments are collectively referred to as the “**Map**”); and

c. The Articles of Incorporation and the Bylaws for the Telluride Lodge Association, a Colorado nonprofit corporation (“**Association**”).

2. The Community consists of certain Common Elements, Limited Common Elements and Units as depicted and described in the Governing Documents, which Units are each separately owned by certain “**Unit Owners**” and which Common Elements, including Limited Common Elements, are managed and administered by the Association for and on behalf of the Unit Owners.

3. The Association, with the requisite approval and consent of the Unit Owners, wish to amend, restate and modify the existing provisions of Section 3.6 of the Declaration and replace the language of Section 3.6 in its entirety as follows

3.6. **Subdivision or Assemblage of Units and Common Elements.** An Owner and the Association may subdivide or otherwise divide, assemble and otherwise modify the boundaries of Units and/or Common Elements only in strict accordance with the provisions contained in this Section. In addition, any relocation of boundaries shall be done in accordance with the procedures set forth in the Act, in particular Sections 212 and 213.

3.6.1. **Subdivision of a Unit into Multiple Units.** For purposes of this Section, the term “**Subdividable Units**” shall mean only the following described Units: Units 316-317, 318-319, 339-340, 341-342, 414-415, 418-419, 500-501, 519-520 and 539-540.

3.6.1.1. An Owner of a Subdividable Unit shall have the right, upon obtaining written, prior permission of the Association, to subdivide Owner’s Subdividable Unit into two Units, meaning an Owner may divide the mapped boundaries of his/her Subdividable Unit into more than one Unit, utilizing the same external boundaries of the mapped Subdividable Unit.

3.6.1.2. An Owner seeking to divide a Subdividable Unit shall prepare and present the Board with plans and specifications demonstrating that the proposed division will not affect the structural integrity of any Building or affect ingress or egress to any other Unit. The plans and specifications shall also provide that the utilities serving the resulting Units must be separated and each Unit will be served by individual utilities that must be located and installed in each particular Unit.

3.6.1.3. An Owner seeking to divide a Subdividable Unit shall obtain any and all required approvals from the Town of Telluride, including any condominium subdivision approvals, building permits and the like (“**Town Approvals**”). In addition, an Owner seeking to divide a Subdividable Unit shall pay any additional tap fees to the Town of Telluride resulting from such division.

3.6.1.4. Upon completion of any construction and the obtaining of all required Town Approvals, an Owner seeking to divide a Subdividable Unit shall prepare an amendment to the Declaration and the Map, demonstrating the resulting Units and complying with this Section 3.6.1. The Declaration Amendment and Map Amendment shall be signed by the Owner and the Association and shall be recorded in the office of the Clerk and Recorder of San Miguel County, Colorado. Any such condominium subdivision shall not be effective for any purpose until a Declaration Amendment and Map Amendment (including modifications to **Exhibit "A"** of this Declaration for the purpose of modifying the Allocated Share of the Common Expenses and Allocated Share of the Common Elements for each of the Units in The Telluride Lodge as indicated on **Exhibit "A"** resulting from the creation of the Subdividable Unit) has been duly signed by the Association and Owner and thereafter recorded in the office of the Clerk and Recorder of San Miguel County, Colorado by the Owner. All costs of preparation and filing of Declaration Amendment and Map Amendment shall be paid by the Owner or Owners so subdividing Units. The filing of a Declaration Amendment and Map Amendment shall not alter the Allocated Voting Rights assigned to the Unit. No increase in other Unit Owner's Allocated Interests shall occur without their written approval.

3.6.1.5. Upon the completion of the subdivision of a Subdividable Unit, the Allocated Share of the Common Expenses shall be increased as provided for in Section 2.2, while the Allocated Share of Common Elements and the Allocated Voting Rights will stay the same and not be modified, enlarged or decreased.

3.6.1.6. No other Unit, other than a Subdividable Unit may be subdivided.

3.6.1.7. The division and use of a Subdividable Unit shall further comply with the Rules and Regulations.

**3.6.2. Incorporation of Common Elements into a Unit or Designation as Limited Common Element.**

3.6.2.1. An Owner ("**Proposing Owner**") may propose and seek approval from the Association to add and include a portion of the adjacent Common Elements ("**Expansion Space**") under certain circumstances to his/her Unit and/or to designate such space as a Limited Common Element. For purposes of this Section 3.6.2, the term Expansion Space shall mean and refer to the situations, conditions and circumstances described below. The Proposing Owner shall comply with the following procedures when seeking permission to incorporate Expansion Space within the Proposing Owner's Unit or designation as a Limited Common Element. No changes shall be made which would, as determined by a qualified licensed professional, impair the structural integrity, electrical systems, or mechanical systems, or lessen the support, of any portion of the common interest community. All costs associated with a Unit Expansion shall be borne by the Proposing Owner. The Expansion Space that may be reviewed and acted upon by the Association, through the Board pursuant to this Section 3.6.2 includes the following:

(a) **Expansions of Upper Units.** The Board has authority to review and act upon an application by a Proposing Owner of an upper story Unit ("**Upper Unit**") proposing an upward expansion or extension of certain portions of the buildings designated as a Common Element into the enclosed expansion space above a Unit ("**Upper Unit Expansion**"), which space is proximate to the Upper Unit ("**Upper**

**Unit**). The Board has authority to approve an Upper Unit Expansion to a point ("**Upper Unit Expansion Point**") within the existing interior finished or unfinished face of the ceiling. In addition, the Board has authority to allow a Proposing Owner to reconfigure the roof of a building and the ceiling within an Upper Unit, provided that the changes do not negatively impact the structural components of the building.

(b) **Expansions of Lower Units.** The Board has authority to review and act upon an application by a Proposing Owner of a lower, ground floor level Unit ("**Lower Unit**") proposing a downward and/or outward expansion or extension of certain portions of the buildings designated as a Common Element ("**Lower Unit Expansion**") under the following circumstances:

(i) An expansion in a downward direction incorporating the area within the existing building footprint to a point and depth framed by the existing footprint ("**Lower Unit Expansion Point**"), which is of a distance that is necessary and appropriate to enable a person to be able to reasonably stand and walk within the space and in all events, which shall be designed and constructed in a manner that meets applicable federal, state and local laws, rules, codes and regulations ("**Applicable Law**");

(ii) An expansion in a downward and/or outward direction below the exterior deck area assigned to the Lower Unit, which area is framed by the existing footprint of the exterior deck area, both at a ground floor level and/or below ground to a point that does not extend to a depth lower than the Lower Unit Expansion Point;

(iii) An expansion in a downward and/or outward direction along the southerly portion of a building to enable the installation of an enclosed or unenclosed access stairwell, which provides access to a crawl space or finished portion of a Lower Unit otherwise allowed in this Subsection 3.6.2.1;

(iv) An ability to excavate and install a window well or similar opening ("**Window Well**") to enable ingress/egress to the area of the Lower Unit Expansion, to the minimum extent such improvement is required by Applicable Law. A Window Well may be approved on the south, east or west (but not the north) side of the Building and Unit. A Window Well shall have dimensions provided for by applicable Town Codes to enable ingress and egress. Window Wells shall be insured and maintained by the Owner of the Unit installing the improvement, including appropriate snow removal to prevent accumulation of snow within the well. When considering the request to install a Window Well, the Board shall not approve such improvements if the Board determines that the Window Well would unreasonably interfere with another Owners' reasonable use and enjoyment of their Units, particularly in terms of impact to another Unit's and/or Owner's ability to use or access open space/recreation areas. If the Board approves the Window Well, the Board has the discretion to either cause the portion of the Window Well to be

included within the boundaries of the Unit associated with the Lower Unit Expansion or to designate the Window Well as a Limited Common Element, which shall be addressed in a Map Amendment as provided for in Section 3.6.2.8. The Owner of the Unit to whom the Window Well was either integrated into the Unit or designated as a Limited Common Element is responsible for undertaking all repair and maintenance of the Window Well and reimbursing the Association should it undertake any such repair or maintenance; and

(v) An ability to install and use an unenclosed external stairway located only on the south side of a Lower Unit to enable access to a deck associated with a Lower Unit, which shall be designed to meet Applicable Law and designated as a Limited Common Element. When reviewing and acting upon a request for an external stairway, the Board shall evaluate the dimensions and siting of the improvements necessary to enable it to function for its intended uses and purposed and comply with applicable Town Codes.

(vi) The Board is not authorized to approve any expansion, enlargement, covering and/or enclosure of an existing deck associated with the Lower Unit or to approve an additional deck for a Lower Unit which already has a deck in place.

(c) **Outward/Horizontal (Pop Out) Expansions of Upper Units and Lower Units.** The Board has authority to review and act upon an application by the Owner of an Upper Unit or a Lower Unit proposing an outward/horizontal expansion or extension of certain portions of the buildings designated as a Common Element for the purpose of expanding the interior flat wall space proximate to a living room, bedroom, kitchen or bathroom in either an Upper Unit or a Lower Unit (“**Horizontal Unit Expansion**”). This Horizontal Unit Expansion is sometimes referred to as a “pop out.” A Horizontal Unit Expansion:

(i) Is allowed to occur in an easterly, westerly or southerly facing wall, but not further than the easterly, westerly, southernly original footprint wall;

(ii) may include an ability to expand a Lower Unit outward commencing from the lowest level of a Lower Unit through the upper ceiling of a Lower Unit, including any area associated with a Lower Unit Expansion allowed by Section 3.6.2.1(b)(i);

(iii) may include an ability to expand an Upper Unit outward commencing from the floor and extending to the ceiling of an Upper Unit, including any area associated with an Upper Unit Expansion allowed pursuant to Subsection 3.6.2.1(a)(1).

(iv) Shall not include an enclosure of the surface area of any deck

3.6.2.2. The Proposing Owner shall submit a complete application to the Association that will be reviewed and acted upon by the Board, in its sole discretion and in accordance with the requirements, restrictions, and limitations of this Section 3.6.

3.6.2.3. An application seeking Association review and action on Expansion Space shall contain the following information if deemed necessary by the Board:

(a) An accurate survey, prepared and stamped/certified by a licensed surveyor, showing the existing dimensions of the Unit and Common Elements that are the subject of the application and the resulting dimensions that would result if the application is approved.

(b) Copies of plans, specifications and drawings showing any and all construction activities that is proposed and would be implemented if the application were approved.

(c) A signed statement by a Colorado licensed engineer or architect, addressed to the Association, stating that the proposed construction will not affect any of the following: (1) the structural integrity of any buildings, structures, Units or Common Elements in the Community, (2) utilities serving any Units or Common Elements in the Community, and (3) ingress and egress to any other Units or Common Elements in the Community. The signed statement shall also state that the proposed renovations do comply with all design requirements contained in The Telluride Lodge governing documents and shall comply with all applicable requirements contained in the Town of Telluride Design Guidelines, Land Use Code, Building Code and Municipal Code. The Proposing Owner is responsible for obtaining all required Town plan and permit approvals for the renovation ("**Town Approvals**").

(d) Such other or additional information or documents required to be submitted to the Association pursuant to The Telluride Lodge Homeowners Association Guidelines.

3.6.2.4. The Board, in its sole discretion, based upon the unique facts of a particular application for any Unit Expansion, require that the Proposing Owner obtain the signed consents for the proposed application from the Owners of each Unit that adjoins the Unit being proposed for renovation and/or 51% of the Owners of Units within the Building(s) containing the Unit and Common Elements proposed for renovation. Any consent shall provide that the Owner has reviewed and consents to the proposed plans and specifications and the conversion of Common Elements into the Proposing Owner's Unit.

3.6.2.5. The Board shall review a complete application at its next available regularly scheduled meeting where sufficient time is available or at a special meeting called to review the application. The Board shall include the review of the application on its regularly published agenda. The application will be available for review by Owners in the Associations' business office during normal business hours.

3.6.2.6. After considering the application at a duly held meeting and allowing for comment by the Proposing Owner and any other interested Owners, the Board shall approve or deny, the application. The Board shall approve the application only if it determines that the proposed renovations associated with a proposed Unit

Expansions meets the following requirements, as determined solely by the Board, in the sole judgment of the Board:

(a) The Unit Expansion complies with the requirements, limitations and restrictions provided for in this Section 3.6.2.

(b) The Unit Expansion will not interfere with other Owner's reasonable use and enjoyment of their Units, in terms impacts to another Units structural integrity, utility services, ingress and egress, views, ability to use or access open space/recreation areas.

(c) The Owner has demonstrated the ability to comply with all obligations and requirements contained in the Declarations.

(d) The Owner has agreed to post a bond in an amount reasonably determined by the Board to insure the prompt and timely initiation and completion of all work proposed in the application.

3.6.2.7. Should the Board vote to approve the application, the Board shall require the Proposing Owner to comply with the following conditions and requirements:

(a) Prior to commencing work, the Proposing Owner shall post cash, a bond or other security acceptable to the Board to secure the Proposing Owner's performance under the approval. The amount, term and other elements relating to the security shall be determined by the Board and shall be as provided for in The Telluride Lodge Homeowners Association Guidelines.

(b) Prior to commencing work, the Proposing Owner shall provide the Association with a copy of signed and issued plans and permits from the Town of Telluride authorizing all of the work proposed by the Proposing Owner. Proposing Owner is responsible for all fees, taxes, costs and expenses relating to the Town Approvals, including any tap fees.

(c) Proposing Owner shall be responsible for obtaining any consent which its lender, if any, may require prior to the commencement of the work.

(d) Construction, operation, repair and maintenance of the improvements shall be undertaken in a manner that reasonably minimizes disturbance to the natural condition of the surface area of the Community and shall not cause any disturbance to the natural condition of the surface area of the Community to be re-sodded and/or re-contoured as may be necessary to return such area as nearly as practicable to its condition prior to the construction of the Easement Area.

(e) Appropriate safety measures and devices, including signage, shall be installed at appropriate locations.

(f) All work will be done expeditiously, with as minimal impact as possible to other Unit Owners in a professional workmanlike manner. Work shall proceed as provided for in The Telluride Lodge Homeowners Association Guidelines.

(g) Proposing Owner shall comply with all applicable federal, state and local laws, rules, regulations and safety standards in connection with Proposing Owner's activities hereunder, including, without limitation, the construction, use, operation, maintenance, repair, replacement and service of Proposing Owner's equipment and appurtenances hereunder.

(h) Proposing Owner hereby, jointly and severally, agree to indemnify, defend and save harmless the Association and its directors, officers, employees, successors and assigns and each Owner in the Community and their successors and assigns from any mechanics' liens, expense, cost, claim, action, liability, loss, damage or suit whatsoever (including attorney's fees and costs) (collectively, the Claims and individually, a "Claim") arising out of, or in any way connected with, the construction, installation, maintenance, repair, replacement, use or existence of the improvements.

(i) During the term of the construction of the improvements, the Proposing Owner shall keep and maintain, at their sole cost and expense, a commercial general liability insurance coverage for the Association containing minimum limits per occurrence as reasonably determined by the Board.

(j) Such other and further conditions determined by the Board to mitigate or address other impacts of the Unit Expansion.

3.6.2.8. Within thirty days of the completion of the improvements to the Expansion Space, the Proposing Owner, at its cost and expense, shall cause to be prepared:

(a) A Map Amendment showing the new boundaries of the Unit and affected Common Elements in form acceptable to the Association. The Map Amendment must match the approved plans and drawings submitted to the Association. The Map Amendment must include a signature block for the Association and the Town of Telluride, in addition to other signatures required by applicable law.

(b) A Declaration Amendment reallocating the Allocated Interests to reflect the modifications to the boundaries of the Proposing Owners Unit. The Declaration Amendment and Map Amendment shall be signed by the Owner and the Association and shall be recorded in the office of the Clerk and Recorder of San Miguel County, Colorado. Any such modification shall not be effective for any purpose until a Declaration Amendment and Map Amendment (including modifications to **Exhibit "A"** of the Declaration for the purpose of modifying the Allocated Share of the Common Expenses for each of the Units in The Telluride Lodge as provided for in Section 2.2 resulting from the creation of the Subdividable Unit, except that the Allocated Share of Common Elements and the Allocated Voting Rights will stay the same and not be modified, enlarged or decreased.) has been duly signed by the Association and Owner and thereafter recorded in the office of the Clerk and Recorder of San Miguel County, Colorado by the Owner. All costs of preparation and filing of Declaration Amendment and Map Amendment shall be paid by the Owner or Owners so subdividing Units. The filing of a Declaration Amendment and Map Amendment shall not alter the Allocated Voting Rights assigned to the Unit. No increase in other Unit Owner's Allocated Interests shall occur without their written approval.



(c) When the Map Amendment and Declaration Amendment have been prepared, fully executed and are ready for recordation, the Association will execute and deliver to the Proposing Owner, its quitclaim deed for the portion of the Common Elements which was approved for inclusion within the Unit of the Proposing Owner. Proposing Owner shall cause the Map Amendment, Declaration Amendment and quitclaim deed to be recorded at Proposing Owners cost and expense.

(d) Alternatively, the Association, in its discretion, may elect to prepare amendments to the Condominium Map and Condominium Declaration to reflect changes to the Unit and Common Elements resulting from the Unit Expansion, which would be paid for by the Proposing Owner(s).

3.6.2.9. The duties and obligations of a Unit Owner to maintain and repair their Unit and any Limited Common Element assigned to their Unit as provided for in Sections 3.13 and 3.14 of the Declaration shall continue to apply to space integrated into a Unit or converted to a Limited Common Element as a result of a Unit Expansion. The Proposing Owner shall reimburse the Association for any fees, costs or expenses, if any, that the Association may incur in connection with any maintenance or repair of any Limited Common Element that results from a Unit Expansion.

3.6.2.10. The Association and the Proposing Owner shall obtain and maintain insurance on the reconfigured Unit, including the portion of the Common Elements included within the Unit and/or designated as a Limited Common Elements to a Unit, as provided for in this Declaration. The Proposing Owner shall reimburse the Association for any additional fees, charges or premiums incurred by the Association for insurance coverage shall be reimbursed by the Proposing Owner for any additional insurance premiums incurred by the Association for insuring the reconfigured Unit and/or areas designated as a Limited Common Elements for a Unit.

3.6.2.11. A Proposing Owner may elect to submit a draft application to the Board for the proposed assemblage to get a prior determination by the Board as to whether the application has merit or may confront problems leading to a denial.

3.6.2.12. All costs incurred in connection with any such subdivision or assemblage of Units and Common Elements allowed herein shall be borne by the Owner or Owners of the affected Units, including all costs incurred by the Association in connection therewith.

3.6.2.13. In connection with any such relocation of boundaries, the Owners of the affected Units shall have the right, with the prior written approval of the Board of the Association, to re-designate, as part of a Unit or as a Limited Common Element, any portion of the Common Elements or any walls, floors or other separations between the affected Units, which may be necessary or appropriate to accomplish such combination or division; provided, however, that the exercise of the rights granted herein shall be subject to the prior written consent of any first Mortgagee having an interest in any such affected Units.

3.6.2.14. The Expansion Space shall be subject to the restrictions contained in the Renovation Guidelines and any applicable Rules and Regulations, including, without limitation, the following:

A. The Expansion Space shall not be further subdivided and/or sold as a separate Unit.

B. The owner will not seek to obtain a unique address.

C. The owner will not separate utilities for the expanded space from the existing unit, except in the instances of separating a Subdividable Unit as provided for in Section 3.6.1.2

D. The owner will not separate the unit and reside in one portion while renting the other as a separate unit.

E. The owner will not construct a second kitchen in the Expansion Space.

4. Any and all existing improvements which constitute an area of Unit Expansion that have been reflected in a recorded amendment to the Map through and as of the Effective Date of this Amendment are hereby ratified, approved and deemed to be consented to by the Association.

5. The current Table of Allocated Interests, attached as Exhibit A, reflecting the current, cumulative status of each Unit in the Community in terms of Unit Square Footages, Allocated Share of the Common Elements, Allocated Share of the Common Expenses and Allocated Voting Rights for all Units within the Community through the Effective Date is hereby ratified, approved and deemed to be consented to by the Association.

6. The Association, through its Board of Directors, has secured the approval of at least two-thirds of the Allocated Voting Rights in the Community, thus authorizing the Association to approve the reallocation and conveyance of Common Elements into Unit or the conversion of general common elements to limited common elements as set forth in this Section 3.6 in connection with the Association's review and action on an application for a Unit Expansion, without the need to obtain further consents by Unit Owners at the time an individual Declaration Amendment and Map Amendment addressing a Unit Expansion are being executed and recorded. The consents by the Unit Owners further authorize and direct the Association to execute and record this Declaration Amendment approving this Amendment and any and all such other and further actions contemplated hereunder.

7. Except as amended by the terms of this Declaration Amendment, the Declaration shall otherwise remain in full force and effect.

APPROVED AS OF THE EFFECTIVE DATE.

Telluride Lodge Association,  
a Colorado nonprofit corporation

By: [Signature]

Date: July 26, 2022

Name: Andrew Davis

Title: HOA President

State of Arizona )  
  )ss.

County of Maricopa

Subscribed to and acknowledged before me this 26 day of JULY, 2022, by ANDREW DAVIS as the HOA PRESIDENT of the Telluride Lodge Association, a Colorado nonprofit corporation.

Witness my hand and official seal.

Jesse Doyle Scott  
Notary Public JESSE DOYLE SCOTT  
Notary Public - Arizona  
Maricopa County  
Commission # 620471  
My Commission Expires July 19, 2026

My commission expires JULY 19, 2026

**EXHIBIT "A"**  
**Condominium Declaration**  
**(ALLOCATED INTERESTS)**

<b>Condo Unit #</b>	<b>Building</b>	<b>Original/Initial Unit Square Footage</b>	<b>Original and Current Allocated Share of the Common Elements</b>	<b>Current Unit Square Footage (As of Effective Date of this Declaration Amendment)</b>	<b>Current Allocated Share of Common Expenses (As of Effective Date of this Declaration Amendment)</b>	<b>Allocated Voting Rights</b>
300	300	597	0.7541	786.00	0.6652	1
301	300	577	0.7290	1162.20	0.9836	1
302	300	764	0.9646	921.30	0.7797	1
303	300	728	0.9191	1419.50	1.2013	1
304	300	711	0.8982	763.92	0.6465	1
305	300	751	0.9487	781.21	0.6611	1
306	300	711	0.8982	739.41	0.6258	1
307	300	751	0.9487	772.97	0.6542	1
308	300	955	1.2065	1594.50	1.3494	1
309	300	939	1.1863	1061.40	0.8983	1
310	300	547	0.6910	563.31	0.4767	1
311	300	779	0.9841	1064.82	0.9011	1
312	300	711	0.8982	748.80	0.6337	1
313	300	751	0.9487	1091.25	0.9235	1
314	300	605	0.7637	801.43	0.6782	1
315	300	569	0.7194	1109.00	0.9385	1
316	300	893	1.1278	0.00	0.0000	1
317	300	598	0.7559	1630.66	1.3800	1
318	300	643	0.8126	0.00	0.0000	1
319	300	531	0.6705	1393.73	1.1795	1
320	300	620	0.7831	1325.00	1.1213	1
321	300	554	0.7000	1231.00	1.0418	1
322	300	955	1.2065	987.87	0.8360	1
323	300	939	1.1863	1034.40	0.8754	1
324	300	533	0.6734	657.40	0.5564	1
325	300	516	0.6519	509.68	0.4313	1
326	300	778	0.9828	1451.60	1.2285	1
327	300	711	0.8982	786.40	0.6655	1
328	300	751	0.9487	1049.44	0.8881	1
329	300	587	0.7410	1129.50	0.9559	1
330	300	587	0.7421	1197.30	1.0133	1
331	300	955	1.2065	979.24	0.8287	1
332	300	939	1.1863	1482.30	1.2545	1
333	300	711	0.8982	1350.10	1.1426	1
334	300	751	0.9487	1196.00	1.0122	1
335	300	711	0.8982	711.75	0.6023	1

<b>Condo Unit #</b>	<b>Building</b>	<b>Original/Initial Unit Square Footage</b>	<b>Original and Current Allocated Share of the Common Elements</b>	<b>Current Unit Square Footage (As of Effective Date of this Declaration Amendment)</b>	<b>Current Allocated Share of Common Expenses (As of Effective Date of this Declaration Amendment)</b>	<b>Allocated Voting Rights</b>
336	300	751	0.9487	1311.90	1.1102	1
337	300	785	0.9923	0.00	0.0000	1
338	300	706	0.8914	2668.80	2.2586	1
339	300	643	0.8121	0.00	0.0000	1
340	300	531	0.6710	1402.68	1.1871	1
341	300	608	0.7677	0.00	0.0000	1
342	300	566	0.7154	1532.30	1.2968	1
400	400	600	0.7579	790.00	0.6686	1
401	400	574	0.7252	756.00	0.6398	1
402	400	765	0.9667	945.50	0.8002	1
403	400	726	0.9170	1287.10	1.0893	1
404	400	711	0.8982	709.51	0.6005	1
405	400	751	0.9487	1103.67	0.9340	1
406	400	711	0.8982	766.24	0.6485	1
407	400	751	0.9487	1309.00	1.1078	1
408	400	955	1.2065	986.99	0.8353	1
409	400	939	1.1863	1418.50	1.2005	1
410	400	547	0.6910	968.20	0.8194	1
411	400	779	0.9841	1275.80	1.0797	1
412	400	711	0.8982	1242.10	1.0512	1
413	400	751	0.9487	1107.80	0.9375	1
414	400	608	0.7681	0.00	0.0000	1
415	400	566	0.7150	1528.65	1.2937	1
416	400	743	0.9390	1376.00	1.1645	1
417	400	748	0.9447	1374.77	1.1635	1
418	400	752	0.9502	0.00	0.0000	1
419	400	422	0.5329	1554.90	1.3159	1
420	400	605	0.7646	1372.40	1.1614	1
421	400	569	0.7185	1255.40	1.0624	1
422	400	955	1.2065	1519.20	1.2857	1
423	400	939	1.1863	1644.60	1.3918	1
424	400	547	0.6910	971.40	0.8221	1
425	400	779	0.9841	1384.80	1.1719	1
500	500	598	0.7552	0.00	0.0000	1
501	500	576	0.7279	1448.93	1.2262	1
502	500	708	0.8938	934.29	0.7907	1

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503	500	784	0.9899	1507.50	1.2758	1
504	500	711	0.8982	1346.30	1.1394	1
505	500	751	0.9487	1332.00	1.1273	1
506	500	711	0.8982	1329.10	1.1248	1
507	500	751	0.9487	1350.00	1.1425	1
508	500	955	1.2065	1615.10	1.3668	1
509	500	939	1.1863	1346.30	1.1394	1
510	500	533	0.6734	1028.00	0.8700	1
511	500	516	0.6519	510.51	0.4320	1
512	500	835	1.0549	1315.50	1.1133	1
513	500	711	0.8982	762.34	0.6452	1
514	500	751	0.9487	953.85	0.8072	1
515	500	475	0.6007	806.00	0.6821	1
516	500	698	0.8824	1184.00	1.0020	1
517	500	639	0.8075	1435.70	1.2150	1
518	500	852	1.0762	1274.70	1.0788	1
519	500	597	0.7545	805.00	0.6813	1
520	500	577	0.7286	804.00	0.6804	1
521	500	598	0.7558	1336.00	1.1306	1
522	500	576	0.7273	1267.00	1.0722	1
523	500	955	1.2065	1569.40	1.3282	1
524	500	939	1.1863	1650.00	1.3964	1
525	500	547	0.6910	563.31	0.4767	1
526	500	779	0.9841	1422.00	1.2034	1
527	500	711	0.8982	757.80	0.6413	1
528	500	751	0.9487	1314.00	1.1120	1
529	500	667	0.8421	0.00	0.0000	1
530	500	507	0.6410	1425.62	1.2065	1
531	500	955	1.2065	987.00	0.8353	1
532	500	939	1.1863	1033.36	0.8745	1
533	500	711	0.8982	854.30	0.7230	1
534	500	751	0.9487	781.32	0.6612	1
535	500	711	0.8982	1307.30	1.1064	1
536	500	751	0.9487	1292.40	1.0937	1
537	500	746	0.9418	1557.10	1.3178	1
538	500	746	0.9419	1008.30	0.8533	1

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539	500	673	0.8503	0.00	0.0000	1
540	500	501	0.6328	1286.97	1.0891	1
541	500	597	0.7546	1345.00	1.1383	1
542	500	577	0.7285	1267.00	1.0722	1
		<b>79,157.00</b>	<b>100.0000</b>	<b>118,162.90</b>	<b>100.0000</b>	