FIRST AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS OF ALPENROSE DEVELOPMENT CO. AND ITS BYLAWS

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF ALPENROSE DEVELOPMENT CO. AND ITS BYLAWS (this "Amendment") amends (1) the declaration titled "Declaration of Covenants and Restrictions of Alpenrose Development Co." that was recorded on January 25, 1978, at Reception No. 172853 and any previous amendments or supplements thereto (collectively, the "Timeshare Declaration"), pursuant to the Colorado Common Interest Ownership Act (CCIOA), C.R.S. §§ 38-33.3-101, *et. seq*.; and (2) the bylaws titled "By-Laws of Alpenrose Unit Week Association" recorded on January 25, 1978, at Reception No. 172856 and any previous amendments or supplements thereto, all in the records of the Clerk and Recorder of Summit County, Colorado.

Background

A. Capitalized terms used in this Amendment and not otherwise defined herein have the same meaning as provided in CCIOA, the Condominium Declaration, or the Timeshare Declaration.

B. French Corner was established as a condominium project pursuant to the declaration titled "Condominium Declaration for French Corner Condominiums" recorded on December 21, 1973, at Reception No. 138909 as amended by the first amendment thereto recorded on March 27, 1974, at Reception No. 140445 (relating to insurance) and the second amendment thereto recorded January 25, 1978, at Reception No. 172854 (authorizing the establishment of a timeshare regime) (collectively, the "Condominium Declaration");

C. French Corner consists of eighteen Condominium Units numbered 101-106, 201-206, and 301-306, and associated Common Elements;

D. A timeshare regime was created in certain Condominium Units at French Corner pursuant to a timeshare declaration titled "Declaration of Covenants and Restrictions of Alpenrose Development Co." recorded on January 25, 1978, at Reception No. 172853 (the "Timeshare Declaration");

E. As originally recorded, the Timeshare Declaration imposed the timeshare regime on Condominium Units 103, 106, 201, 302, and 305;

F. A first supplement to the Timeshare Declaration recorded on March 29, 1978, at Reception No. 174671 expanded the timeshare regime to Condominium Units 204 and 301;

G. A second supplement to the Timeshare Declaration recorded on July 20, 1978, at Reception No. 178087 expanded the timeshare regime to Condominium Units 101, 102, 104, 105, 202, 203, 205, 206 and 304;

H. Title to the Unit Weeks in Unit 304 was later consolidated in a single owner such that that unit was removed from the timeshare regime;

I. Accordingly, the timeshare regime is currently active in fifteen Condominium Units, namely 101-106, 201-206, 301, 302, and 305 (omitting Units 303, 304 and 306 that are wholly-owned) (collectively, the "Timeshare Units");

A. The Condominium Declaration designates the French Corner Association, a Colorado nonprofit corporation (the "Condominium Association"), as French Corner's unit owner association;

B. Pursuant to the Timeshare Declaration, the timeshare regime is governed by the Timeshare Association;

C. The Bylaws are the bylaws of the Timeshare Association under applicable law;

J. Pursuant to Section 8 of the Timeshare Declaration and Section 6.5 of the Bylaws, those instruments may each be amended at any regular or special meeting of the Timeshare Association by the affirmative vote of Voting Members casting not less than 51% of the total votes of the Members;

K. This Amendment was duly adopted at a special meeting of the Members.

Amendment

NOW, THEREFORE, the Timeshare Declaration and the Bylaws are amended as follows:

1. Termination of Rights Relating to Management Firm and Management Agreement. Under Sections 1(m) and (n) of the Timeshare Declaration, the term "Management Firm" is defined by reference to a Management Agreement that was supposedly attached to the Timeshare Declaration. In turn, various provisions of the Timeshare Declaration refer to the rights and responsibilities of the Management Firm under the Management Agreement or otherwise. However, no such Management Agreement was attached to the Timeshare Declaration, and no Management Firm has ever been established. Accordingly, all provisions relating to the Management Firm or the Management Agreement are deemed void ab initio, and any rights or responsibilities vested in the Management Firm shall be vested in the Timeshare Association. For the avoidance of doubt, nothing herein shall prevent the Timeshare Association from employing one or managers under the terms of such management agreements as it shall determine.

2. Representation of Timeshare Units. Section 7 of the Timeshare Declaration concerning voting in the affairs of the Condominium Declaration is hereby deleted in its entirety and replaced with the following new Section 7:

The Timeshare Association is hereby appointed to represent the Timeshare Units in all matters coming before the Condominium Association or otherwise relating thereto for which approval of a Condominium Unit is required or permitted. Neither the Timeshare Association nor any person associated therewith shall have any liability to the Unit Week Owners in relation to it exercising its powers under this provision.

3. Continuation and/or Termination of Timeshare Regime. Section 12 of the Timeshare Declaration concerning termination of the timeshare regime is hereby deleted in its entirety and replaced with the following new Section 12:

a. Potential Continuation of Timeshare Regime.

i. The "Continuation Date" shall be October 1, 2027, or such earlier date as the Timeshare Association shall establish by mailed notice to the Unit Week Owners at their last known addresses.

ii. On or before the Continuation Date, the Timeshare Association acting through its Board of Directors may elect, in its sole discretion, to continue the timeshare regime in Condominium Unit 101, 102, 103 and 104 (or any of them) after the Termination Date (as defined below). Any Condominium Unit in which the timeshare regime is slated to continue shall be known as a "Legacy Unit."

iii. If the Timeshare Association elects to continue the regime, then it shall adopt rules and regulations establishing the terms and conditions under which it shall deed the Unit Weeks in one or more Legacy Units to new owners after the Termination Date and such other matters as it shall determine. Such rules and regulations may permit Eligible Owners (as defined below) to forego distributions from the sale of the remaining Timeshare Units in exchange for receiving ownership of a Unit Week in a Legacy Unit.

iv. If the Timeshare Association elects to continue the timeshare regime, then it shall record an amendment to the Timeshare Declaration describing the Legacy Unit(s) to which the timeshare regime shall still apply and such other matters as the Timeshare Association shall determine.

v. If the Timeshare Association elects to continue the timeshare regime, then, as of the Continuation Date, it shall set aside as a "Legacy Fund" from the funds in its operating and reserve accounts an amount of which the numerator is the number of Legacy Units in which the regime will continue and the denominator is the number of Timeshare Units remaining as part of the timeshare regime. The balance of the funds in the operating and reserve accounts shall be known as the "Termination Fund."

vi. The Legacy Fund shall be used to fund management and operations of the Legacy Unit(s) and the Termination Fund shall be used to fund all other operations (subject to distribution to the Eligible Owners as provided below). Any segregation of such expenses shall be determined by the Timeshare Association acting through the Board of Directors in its sole and absolute discretion.

vii. Other than the Legacy Fund, all expenses regarding the Legacy Unit(s) must be borne by those owners who receive Unit Weeks therein as of the Termination Date.

viii. In its sole and absolute discretion, the Timeshare Association acting through its Board of Directors may elect to remove one or more Legacy Units from the timeshare regime prior to deeding Unit Weeks therein even after the Continuation Date. Following any such removal, the Legacy Unit shall be regarded as a regular Timeshare Unit for purposes of the below termination process (and the Legacy Fund and Termination Fund will be adjusted to reflect the removal). By way of example, such removal might become necessary if there is insufficient interest on the part of the owners to permit the timeshare regime to continue viably in one or Legacy Units.

b. Termination of Timeshare Regime.

i. The "Termination Date" shall be January 1, 2028, or such earlier date as the Timeshare Association shall establish by mailed notice to the Unit Week Owners at their last known addresses.

ii. Except as regards any Legacy Unit(s), the timeshare regime created under the Timeshare Declaration shall terminate as of the Termination Date, subject only to winding up.

iii. As of the Termination Date, all Unit Weeks, including those in any Legacy Unit(s), shall be deemed vested in the Timeshare Association such that it shall be the owner in fee simple of the Timeshare Units (including any Legacy Unit(s)) as wholly-owned Condominium Units.

iv. As of the Termination Date, all personal property in the Timeshare Units (the "Personal Property") shall be deemed owned by the Timeshare Association to the extent it is not already.

v. As of the Termination Date, no former Unit Week Owner shall have any right of possession relating to any Unit Week or Timeshare Unit except as may be separately granted regarding any Legacy Unit(s).

vi. During the winding up period, the Timeshare Association may lease or rent any Timeshare Unit on such terms and conditions as it shall

determine.

vii. The term "Eligible Owner" shall refer to an owner who has submitted a valid Notice of Claim (as defined below).

viii. The "Determination Date" shall be February 15, 2028, or such other date as the Timeshare Association shall establish by mailed notice to the Unit Week Owners at their last known addresses that also establishes a Termination Date different than January 1, 2028.

ix. On or before the Determination Date, any person claiming to have been a Unit Week Owner on the Termination Date shall deliver a notice thereof (a "Notice of Claim") to the Timeshare Association's attorney, The Klug Law Firm, LLC, by at least one of the following means:

i. Mail to PO Box 6683, Breckenridge CO 80424;
ii. E-mail to noah@thekluglawfirm.com; or
iii. Facsimile to 800-675-1349.

x. Any Notice of Claim shall state the name of the Unit Week Owner, describe the Unit Week that the Unit Week Owner claims to own, and include an e-mail address at which such Unit Week Owner agrees to receive all notices relating to the termination of the timeshare regime.

xi. The validity of any Notice of Claim is subject to confirmation by the Timeshare Association in its sole discretion. If a person claims to own multiple Unit Weeks, then each such Unit Week shall be deemed to be a separate Notice of Claim.

xii. The Timeshare Association is not required to submit Notices of Claim for any Unit Weeks that it owns on the Termination Date.

xiii. During the winding up period, any action under the Timeshare Declaration or the Bylaws that refers to Owners of Unit Weeks shall be deemed to refer to those former Owners of Unit Weeks who have submitted valid Notices of Claim.

xiv. After the Termination Date, and except as provided below, the Timeshare Association shall sell the Timeshare Units (other than any Legacy Unit(s)) individually or in bulk for fair market value. The Timeshare Association may also sell the Personal Property or otherwise dispose of it. The timing, terms, and conditions of the disposition of the Timeshare Units and Personal Property shall be as determined by the Timeshare Association in its sole discretion. Without limitation to the foregoing, the Timeshare Association may pay such brokerage commissions and incur such other expenses as it deems necessary to effect the sale of the Timeshare Units.

xv. Upon the sale of a given Timeshare Unit and/or any Personal Property associated with that Timeshare Unit, the proceeds after payment of the expenses of sale and such other operating expenses as the Timeshare Association shall be subject to distribution to the Eligible Owners who submitted Notices of Claim relating to Unit Weeks in that Timeshare Unit based on 1.9165% for Unit Weeks 1-51 and 2.2585% for Unit Week 52 (as set forth in Section 5 of the Timeshare Declaration). All remaining proceeds for Unit Weeks owned by the Timeshare Association, including Maintenance Weeks, shall be held as the "Common Fund."

xvi. The Timeshare Association may use the Common Fund to fund its ongoing operations as needed (but not those of any Legacy Unit(s), which after the Continuation Date, should be funded by the Legacy Fund and/or Maintenance Fees paid by those powers who acquire Unit Weeks therein).

xvii. Upon the sale of the final Timeshare Unit and Personal Property, the balance of funds in the Common Fund shall be distributed to the Eligible Owners pro rata based on the fraction of which 1 is the numerator and total number of Eligible Owners is the denominator. This distribution formula operates to the effect that any distributions relating to Unit Weeks that were owned by the Timeshare Association as of the Termination Date will be distributed to the Eligible Owners pro rata.

xviii. Each Eligible Owner is required to ensure that the Timeshare Association always has valid contact information for that Eligible Owner. If the Timeshare Association is unable to contact an Eligible Owner for any reason despite reasonable efforts to do so, then that Eligible Owner will no longer be considered an Eligible Owner and his, her, or its interest will be regarded as owned by the Timeshare Association for distribution purposes.

xix. During the winding up period, all Unit Weeks Owners shall pay Maintenance Fees and other assessments to the Timeshare Association pro rata in such amounts as it shall determine to meet its operating needs.

xx. Notwithstanding anything herein to the contrary, if the Timeshare Association determines that the Unit Week to which any Notice of Claim relates is delinquent in paying Maintenance Fees or assessments under the Timeshare Declaration, including those payable after the Termination Date, then the Timeshare Association can either require the Unit Week Owner to bring such Maintenance Fees or assessments current forthwith as a condition of the Notice of Claim being deemed valid or deduct the amount of any Maintenance Fee or assessment as it shall determine from a distribution that would otherwise be payable.

xxi. Upon the sale of the last Timeshare Unit, the Timeshare Association shall

pay any outstanding expenses and make a final distribution to the Eligible Owners of any of its remaining funds. It shall then cease to operate without the necessity of adopting a plan of dissolution or filing articles of dissolution. However, if deemed necessary by the Board of Directors, the Timeshare Association may file articles of dissolution pursuant to C.R.S. § 7-134-103 without necessity for complying with C.R.S. § 7-134-102 or any similar process.

xxii. For the avoidance of doubt, the termination process shall not apply to any Timeshare Unit that is withdrawn from the timeshare regime before the Termination Date because it has become wholly owned. The Timeshare Association shall quitclaim such Timeshare Unit to its owner for the purpose of evidencing that the Timeshare Association no longer has a claim thereto (including as relates to the Maintenance Weeks).

xxiii. Prior to the Termination Date, the Timeshare Association may sell any Unit Weeks owned by it to any third party on such terms and conditions as it shall determine in its sole discretion. The Timeshare Association may also grant a right of first refusal or options to any third party to purchase one or more Condominium Units from the Timeshare Association after the Termination Date.

c. Miscellaneous.

i. Time is of the essence hereof.

ii. The Timeshare Association and any persons relating thereto shall not be liable in relation to any matters relating to this Amendment or the continuation or termination of the timeshare regime other than an action to enforce compliance with the provisions of the continuation and/or termination process under this Amendment or any other contract with the Association. Any Unit Week Owner who brings a legal action relating to the termination process, including any challenge to the validity if this Amendment, shall be deemed to forfeit any right to a distribution or any other form of compensation and shall be liable to the defending party or parties in such action for costs and attorney's fees incurred in relation thereto.

iii. The Timeshare Association may assign any of its rights and responsibilities under this provision to any third-party on such terms and conditions as it shall determine.

4. Unit Weeks Owned by Association. Notwithstanding any provision of the Timeshare Declaration or the Bylaws to the contrary, the Timeshare Association, acting through the Board of Directors, is entitled to cast votes for any Unit Weeks that it owns other than Maintenance Weeks. However, the Timeshare Association shall not be required to pay any

Maintenance Fees or assessments relating to such Unit Weeks.

5. Date of Annual Meeting. Section 2.3 of the Bylaws is hereby amended to the extent it requires the annual meeting to be held at any particular time. Rather, the date of the annual meeting shall be as determined by the Board of Directors. For the avoidance of doubt, no action shall be deemed invalid because it was taken outside of the time contemplated in Section 2.3 of the Bylaws.

6. Number and Qualification of Board Managers. Section 3.1 of the Bylaws is amended to the effect that the Board of Managers can, by majority vote, increase the number of the Board of Managers to seven (with the additional four members to be elected at the next regular or special meeting of the Timeshare Association following such vote).

7. Due Date of Maintenance Fees and Other Assessments. Notwithstanding any provision of the Timeshare Declaration or the Bylaws to the contrary, Maintenance Fees and other assessments payable to the Timeshare Association are due and payable on such date and time as shall be determined by the Timeshare Association acting through the Board of Directors and never require consent or approval of the Owners of Unit Weeks other than through the budget process.

8. Continuing Operation. Except as provided in this Amendment, the Timeshare Declaration as amended and supplemented shall continue in full force and effect.

9. Consolidation of Ownership in Timeshare Units. The Timeshare Association or its designee is permitted to attempt to consolidate ownership in Timeshare Units such that those Timeshare Units may be withdrawn from the timeshare regime as wholly owned units. The expenses of the consolidation process shall be common expenses. Upon the Timeshare Association acquiring title to a Condominium Unit before the Termination Date, it may sell, lease, or otherwise use the Condominium Unit as it shall determine. After the Termination Date, the Timeshare Association shall dispose of any Condominium Units that it owns as if it had acquired them through termination of the timeshare regime. The Timeshare Association shall have the broadest possible powers to carry out consolidation of the ownership in Timeshare Units. Without limitation to the generality of the foregoing, the Timeshare Association shall have power of attorney to deed any Unit Weeks to itself or its designee upon payment to the Owner thereof of such price as the Timeshare Association shall reasonably determine. The Timeshare Association may also exchange the ownership of one Unit Week for ownership of another Unit Week in a different Timeshare Unit upon written notice to the affected Owner. The Timeshare Association shall become the Owner without further notice of any Unit Week for which Maintenance Fees are at least three years past due and whose title Owner has not used during the same three-year period. Compliance with this Section shall be deemed to satisfy C.R.S. § 7-126-302.

[Certifications Follow.]

Certifications:

The foregoing Amendment is hereby certified by the President and Secretary of Alpenrose Unit Week Association, a Colorado nonprofit corporation, as follows:

Signature:_____
Printed Name:
President

State of _____) ss.
County of _____)

Before me this ___ day of _____, 2026, personally appeared _____ as President of Alpenrose Unit Week Association, a Colorado nonprofit corporation, who acknowledged the foregoing instrument.

Witness my hand and seal.

_____
Notary Public

My Commission Expires:

SEAL

The Klug Law Firm, LLC

Signature:_____
Printed Name:
Secretary:

State of _____) ss.
County of _____)

Before me this ___ day of _____, 2026, personally appeared _____ as Secretary of Alpenrose Unit Week Association, a Colorado nonprofit corporation, who acknowledged the foregoing instrument.

Witness my hand and seal.

_____
Notary Public

My Commission Expires:

SEAL

The Klug Law Firm, LLC