

NON-CARPETED FLOOR ADDENDUM

The Enclave Condominium Association (the “**Association**”) prohibits the installation of non-carpeted floors in units located within the Enclave Condominiums (the “**Project**”) except with special permission from the Association and then only under specific circumstances. Owner has asked for permission to install non-carpeted floors in the Unit identified in the Modification Agreement to which this Hardwood Floor Addendum (this “**Addendum**”) is attached. All terms used in this Addendum shall have the meaning established in the Modification Agreement.

Upon written approval by the Association of this Addendum, as evidenced by the signature of its president below, Owner may install the non-carpeted floor shown on the Approved Plans, under the terms and conditions set forth herein. Owner may not install the non-carpeted floor shown on Approved Plans unless and until this Addendum has been signed by the President of the Association. Owner’s installation, maintenance and use of the non-carpeted floor shall be subject to all of the terms and conditions of this Addendum.

Only flooring systems that meet a Sound Transmission Class (STC) and Impact Insulation Class (IIC) of 60 shall be permitted. Nail-down flooring shall not be permitted.

Only flooring systems using one of, or a combination of, the following three underlayment systems shall be permitted in units wishing to install non-carpeted flooring. Owner agrees to follow all installation instructions of the proposed non-carpeted flooring system.

1. Neoprene or fiberglass elastomer pads (or pucks) placed on a specific on center grid spacing. Available in ½", 1", or 2" thick pads. Kinetics Noise Control. The minimum required for this system would be the 1" pad system. With a ¾" plywood substrate the build up thickness of this system is 1 ¾" plus the thickness of the finish material.
2. RIM material. Rollout fiberglass material with preinstalled elastomer pads on a spaced grid. Available in ½", 1", or 2" thick pads. Kinetics Noise Control. The minimum required for this system would be the ½" pad system. With a ¾" plywood substrate the build up thickness of this system is 1 ¼" plus the thickness of the finish material.
3. Rugupol QTrbm®. A recycled rubber composite pad. Available in 5 mm (0.2"), 10 mm (0.4") and 15 mm (5/8") thicknesses. Dodge-Regupol. The minimum required for this system would be the 15 mm thick system. With a 5/8" plywood substrate the build up thickness of this system is a nominal 1.2" plus the thickness of the finish material.

To secure the performance required by this Addendum, Owner will, within five (5) business days, deposit \$15,000 with The Enclave Association, Inc., as “**Escrow Agent**.” Owner’s failure to pay the \$15,000 payment as required by the preceding sentence or to abide by the requirements of this Addendum, will cause the Association's permission for the non-carpeted floor to be immediately revoked without further action by the Association.

The \$15,000 will serve as either complete or partial liquidated damages, should other owners or guests of The Enclave Condominiums in Snowmass Village, Colorado (the “**Project**”), complain about excessive noise emanating from the Unit(s) from the date of this Addendum through and including the second anniversary of the complete installation of the non-carpeted floor (referred to herein as the “**Escrow Termination Date**”).

In the event an owner or guest of the Project complains (each such person a “**Complainant**”), in writing or orally, about excessive noise emanating from the Unit, the Association shall provide notice thereof to Owner. Owner will then have 20 days in which to correct the condition causing excessive noise to emanate from the Unit. The notice will be delivered to the Owner by email, and such delivery will serve as satisfactory and complete notice to Owner. The 20-day cure period will begin as of the calendar day following the date of the email.

If, within the cure period, Owner fails to satisfactorily reduce the noise emanating from the Unit, as determined by the Complainant and the Association in their exercise of reasonable discretion, the Association shall be authorized to enter into the Unit to perform any repairs or modifications to the Unit it deems reasonably necessary, including, without limitation, to remove the non-carpeted flooring in the Unit and to replace it with carpeting and pad matching what is commonly installed in other Units in the Project. If the carpeting or pad used in the other Units is no longer available for purchase, the Association shall be authorized to select carpet and/or padding it deems reasonably equivalent to the carpet and padding most recently installed in the Project, in its exercise of reasonable discretion, which carpeting and pad may be installed by the Association in replacement of the non-carpeted flooring.

Owner will pay all costs reasonably incurred by the Association in exercising its rights and obligations under this Addendum. The Association shall request payment of said costs from the funds held by the Escrow Agent. The Escrow Agent will provide a copy of the request to Owner. No later than two (2) business days following the date of the request, the Escrow Agent shall pay to the Association the amount requested, up to the total amount held by the Escrow Agent pursuant to this Agreement. Should the amount of the request exceed the amount then held by the Escrow Agent pursuant to this Agreement, Owner will pay the unpaid amount of the request within 30 days of the date of an invoice for the same from the Association.

If, prior to the Escrow Termination Date, a Complainant requests compensation for some or all of his or her lodging costs in the Project on the basis that excessive noise emanated from the Unit, Owner will reimburse the party who paid compensation to the Complainant within 30 days of the date of any invoice for the same.

Within 30 days of any invoice from the Association or the relevant vendor, Owner shall pay all costs of establishing and maintaining the escrow account required by this Addendum, including, without limitation, all legal fees expended by the Association in the administration and enforcement of this Addendum.

Unless a payment or claim is then being processed pursuant to this Agreement, any moneys remaining in the Escrow Account on the Escrow Termination Date will be paid to Owner by check or wire transfer.

AGREED AND ACCEPTED THIS ____ DAY OF _____, 202__.

OWNER:

NAME OF OWNER: _____

By: _____

Name:

Title:

APPROVED BY THE ENCLAVE ASSOCIATION, INC.,
a Colorado nonprofit corporation

By: _____

Mel Blumenthal
President

_____ Date