

**FIRST AMENDMENT OF THE CONDOMINIUM DECLARATION
FOR THE ENCLAVE CONDOMINIUMS,
SNOWMASS VILLAGE, COLORADO**

This First Amendment of the Condominium Declaration for The Enclave Condominiums (this "**First Amendment**") is made by The Enclave Association, Inc., a Colorado nonprofit corporation (the "**Association**"), as of the 26th day of February, 2021, for the purposes recited herein.

RECITALS

A. The Association is the unit owners association, as defined in the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, *et seq.* (the "**Act**"), for The Enclave Condominiums (the "**Project**") located at 0360 Wood Road in Snowmass Village, Colorado.

B. The Project was initially established in January of 1980 by a Condominium Map recorded in the real property records of Pitkin County, Colorado ("**Recorded**") in Plat Book 8 at Page 71 as Reception No. 221163 (the "**Original Map**") and Condominium Declaration for The Enclave Condominiums, Recorded in Book 382 at Page 369 as Reception No. 221162 (the "**Original Declaration**"). Additional Condominium Units were added to the Project in March of 1980 by the Recording of a Supplemental Condominium Map for the Enclave Condominiums, Recorded in Plat Book 8 at Page 92 as Reception No. 222424, and as further defined and described in the Supplemental Declaration for The Enclave Condominiums (Phase II), Recorded in Book 384 at Page 823 as Reception No. 222425 and re-Recorded March 14, 1980 in Book 384 at Page 926 as Reception No. 222469. On July 16, 2021, a Second Supplemental Condominium Declaration for the Enclave Condominiums was Recorded at Reception No. 678625, and a Second Supplemental Condominium Map for the Enclave Condominiums was Recorded in Plat Book 130, Page 74, as Reception No. 678626. The documents referred to in the preceding sentence are referred to herein as the "**Second Supplemental Condominium Documents**."

C. Together, all of the documents listed in Recital B, above, are referred to collectively in this First Amendment as the "**Existing Condominium Documents**."

D. The Second Supplemental Condominium Documents memorialized the Members' approval of the incorporation of the "Balance of Parcel N" (as defined therein) into the Enclave Condominiums as a General Common Element.

E. The Association has entered into a Development and Sale of the Enclave Expansion Parcel and for the Renovation of its Existing Physical Plant (the "**Development Agreement**"), including a Purchase and Sale Addendum, with RA Enclave, LLC, an Indiana limited liability company (the "**Developer**"), which was executed as of February 12, 2021. The Development Agreement requires the Association to convey the "**Expansion Parcel**", as defined and depicted in the Subdivision Exemption Plat attached hereto as **Exhibit A**. The obligations of the Association under the Development Agreement were contingent on the approval of the Development Agreement by the Members of the Association as provided in the Original Declaration.

F. At a lawfully conducted meeting held on February 26, 2021 (the "**Membership Meeting**"), the Members of the Association ratified the Development Agreement, including, without



RECEPTION#: 682482, R: \$63.00, D: \$0.00
DOC CODE: AMEND DEC
Pg 1 of 11, 11/10/2021 at 09:17:31 AM
Janice K. Vos Caudill, Pitkin County, CO

limitation, the sale of the Expansion Parcel to the Developer. The Members' approval was memorialized in a Ratification Agreement, a copy of which is attached hereto as **Exhibit B**.

G. To effect the purposes of the Development Agreement, the Expansion Parcel must be established as a separate "lot" as provided in Section 16A-5-500 through -530 of the Land Use and Development Code of the Town of Snowmass Village, Colorado (referred to herein as "**Subdivision Exemption Approval**").

H. At the Membership Meeting, the Members of the Association approved this First Amendment, including Section 4, below, establishing the Expansion Parcel as a separate lot, and the other covenants of this First Amendment, and directed the President of the Association, after the Town of Snowmass Village (the "**Town**") has granted Subdivision Exemption Approval, to sign this First Amendment and, if necessary or advisable in the opinion of the Association's attorney, an amendment of the condominium map which substantially conforms to Exhibit A, attached hereto, and to Record this First Amendment and, if necessary or advisable as provided above, an amendment of the condominium map.

NOW THEREFORE, for the purposes recited above, the Association does hereby declare and acknowledge that the Existing Condominium Documents shall be modified as follows:

1. First Amendment Controls. The provisions of this First Amendment shall supersede and take precedence over any part, or parts, of the Existing Condominium Documents which are in conflict with the covenants found herein.
2. Defined Terms. Any terms found in this First Amendment which are not defined herein shall have the definition ascribed to them in the Existing Condominium Documents.
3. Incorporation of Recitals as Enforceable Covenants. The statements set forth in the Recitals section of this First Amendment are hereby incorporated herein as enforceable provisions and representations of the Association and its Members.
4. Establishment of the Expansion Parcel as a Separate Lot. Concurrent with the Recording of an Exemption Plat pursuant to the Town's Subdivision Exemption Approval, the Expansion Parcel shall be established as a separate lot with the boundaries and in the location memorialized by the Exemption Plat Recorded pursuant to the Subdivision Exemption Approval. If necessary or advisable in the opinion of the Association's attorney, an amendment of the condominium map which substantially conforms to Exhibit A, attached hereto, or other document which memorializes the dimensions and location of the Expansion Parcel, may be recorded to effect the purposes of this Section 4. The Expansion Parcel shall be subject in all respects to the Development Agreement, and upon conveyance thereof in accordance with the Development Agreement, shall be deemed severed and withdrawn from the Enclave Condominiums, subject to Developer's obligation to consolidate the improvements to be constructed on the Expansion Parcel into the Enclave Condominiums, as required by Section 9 of the Development Agreement.
5. Permanent and Temporary Easements. The Board of Directors (the "**Board**") shall have authority to grant to the Developer or others such permanent or temporary easements and licenses over the Common Elements as may be reasonably necessary or advisable to carry out

construction of the Expansion Improvements, related to demolition or construction of the improvements located or to be located within the existing Project (the “**Existing Project Improvements**”) or for the construction, operation or maintenance of improvements to be constructed on the Expansion Parcel (the “**Expansion Parcel Improvements**”). The Board shall have authority to vacate or modify easements or to terminate or modifies licenses as the Board deems to be in the best interests of the Association. The authority granted herein is in addition to, and not in limitation of, the authority granted to the Board under the Declaration, the Association’s Bylaws, the Act and other applicable law. It is contemplated that the Board will grant permanent utility easements and temporary easements and licenses hereunder for purposes of construction, access and staging to contractors and others. The rights established in this section include, without limitation, authority of the Board to grant rights to demolish the existing improvements located within Unit 100 (the existing employee unit), the existing exercise room, the existing conference room, the existing Arrivals Center and the existing parking structures and associated retaining walls, as necessary to construct the Existing Project Improvements.

6. Headings. The section, subsection, paragraph and/or other headings of this First Amendment are for convenience only and in no way limit or enlarge the scope or meaning of the language found therein.

7. No Other Modifications. Except as modified herein, the Existing Condominium Documents shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

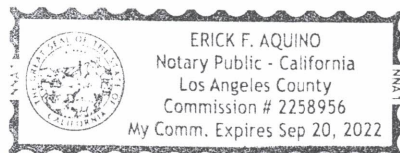
State of California

County of Los Angeles }

On 10/12/21 before me, Erick F. Aquino, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Mel Blumenthal
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: First Amendment of the Condominium Declaration

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

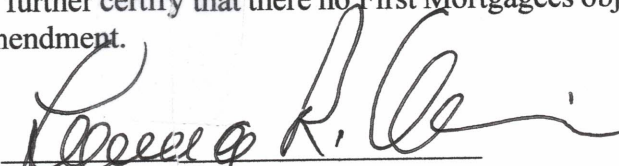
☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

CERTIFICATE

I, Laurence R. Klein, Secretary of The Enclave Association, Inc., a Colorado nonprofit corporation, do hereby certify that Condominium Unit Owners holding 70% or more of the voting interests in The Enclave Condominiums voted in favor of the actions memorialized in this First Amendment of the Condominium Declaration for the Enclave Condominiums, Snowmass Village, Colorado, at a duly noticed meeting. I further certify that there no First Mortgagees objected to the actions memorialized in said First Amendment.

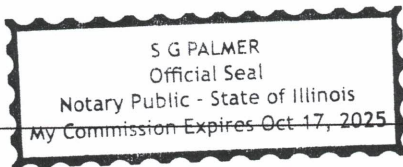


Laurence R. Klein
Secretary

STATE OF IL }
County of Cook } ss.
}

The above and foregoing Certificate for the First Amendment of the Condominium Declaration of The Enclave Condominiums, Snowmass Village, Colorado, was acknowledged before me this 19 day of October, 2021, by Laurence R. Klein as Secretary of The Enclave Association, Inc., a Colorado nonprofit corporation.

Witness My Hand and Official Seal



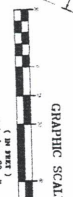


Notary Public

Peak Surveying, Inc.
EST. 1982



DELTA ANGLE	CHORD BEARING	CHORD LENGTH
15-21.19°	S84.713.5° W	14.53
45-01.04°	S59.54.49° W	26.38
44-31.35°	N11.39.10° E	27.04

[illegible][illegible]

THE ENCLAVE CONDOMINIUMS ASSOC.
TOWN OF SNOWMASS VILLAGE, COLORADO
SUBDIVISION EXEMPTION PLAT
THE ENCLAVE CONDOMINIUMS
& PARCEL N SUBDIVISION

Project NO.	15061
1 OF	

1. NAME _____
 2. ADDRESS _____
 3. CITY _____
 4. STATE _____
 5. ZIP _____
 6. DATE _____

RATIFICATION AGREEMENT

THIS RATIFICATION AGREEMENT (this "**Agreement**") is entered into by the Members of The Enclave Association, Inc. (the "**Association**"), Colorado nonprofit corporation, the unit owners of The Enclave Condominiums in Snowmass Village, Colorado (the "**Enclave**"), and is effective as of the date Members holding 70% or more of the Undivided Interests in the Common Elements of the Enclave Condominiums have executed a counterpart of this Agreement (the "**Effective Date**"), all as defined applicable Colorado law and in the Declaration for The Enclave Condominiums (the "**Declaration**") recorded in the real property records of Pitkin County, Colorado on January 18, 1980 in Book 382 at Page 369 as Reception No. 221162, as it has been amended from time to time. Terms used in this Agreement have the meanings provided in the Declaration.

RECITALS

- A. On behalf of the Association, the President of the Association, as of February 12, 2021, signed an Agreement for the Development and Sale of the Enclave Expansion Parcel and for the Renovation of the Enclave's Existing Physical Plant (the "**Development Agreement**") and a Purchase and Sale Addendum (the "**PSA**"), both with RA Enclave, LLC, an Indiana limited liability company ("**Developer**").
- B. The Development Agreement and PSA both involve, among other things, the sale by the Association of an "**Expansion Parcel**" to the Developer.
- C. The Expansion Parcel is identified as the shaded area on the preliminary Subdivision Exemption Plat of the Enclave Condominiums and Parcel N Subdivision which is attached to this Agreement as Exhibit A.
- D. When the Expansion Parcel is conveyed to the Developer, it will be a Common Element of the Enclave.
- E. A Notice of Special Meeting of the Members of the Association to be held on February 26, 2021 was sent to all Members on Monday, February 15, 2021. Copies of the Development Agreement and PSA were distributed to all of the Members of the Association along with the notice.
- F. The terms and conditions of the Development Agreement and PSA, including those related to the sale of the Expansion Parcel to the Developer, were explained and discussed at the special meeting of the Members of the Association on February 26, 2021.

NOW, THEREFORE, the undersigned Members of the Association do hereby ratify the Development Agreement and the PSA in their entireties. The Development Agreement and PSA, including, without limitation, the sale of the Expansion Parcel to Developer, are hereby ratified by the undersigned in all respects and confirmed.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement.

SIGNATURE PAGE OF RATIFICATION AGREEMENT

[THIS SIGNATURE PAGE SHOULD BE USED IF YOUR UNIT IS OWNED BY A TRUST, CORPORATION, LIMITED LIABILITY COMPANY OR SIMILAR ENTITY]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ENCLAVE UNIT NUMBER(S): _____

NAME OF ENTITY WHICH OWNS THE UNIT(S):¹ _____

By: _____
Signature of Signer for Entity
Name of Signer:

By: _____
Signature of Signer for Entity
Name of Signer:

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2021, by _____, as
_____ of _____.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

¹ If the Unit(s) is owned by an entity, a Statement of Authority must also be signed, notarized and provided to the Association. A copy of a blank Statement of Authority has been provided with this Ratification Agreement.

SIGNATURE PAGE OF RATIFICATION AGREEMENT

[THIS SIGNATURE PAGE SHOULD BE USED IF YOUR UNIT IS OWNED BY INDIVIDUAL PERSONS -- NOT A TRUST, CORPORATION, LIMITED LIABILITY COMPANY OR SIMILAR ENTITY]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ENCLAVE UNIT NUMBER(S): _____

By: _____
Signature of Signer
Name of Signer: _____

By: _____
Signature of Signer
Name of Signer:

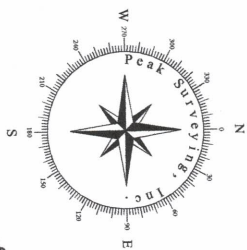
STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____.

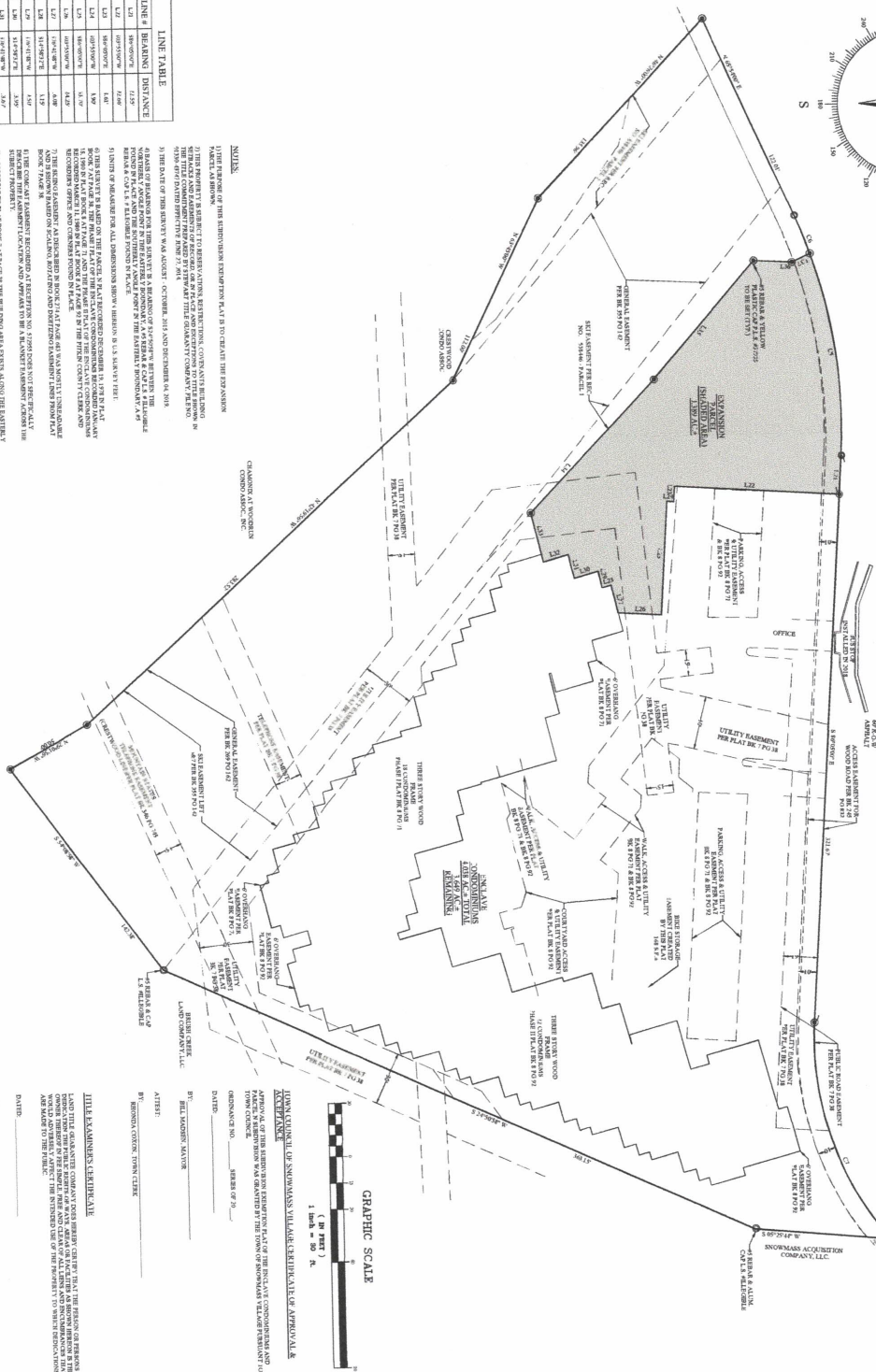
Witness my hand and official seal.

My commission expires: _____.

Notary Public



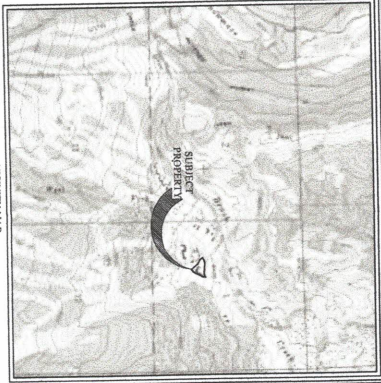
SUBDIVISION EXEMPTION PLAT
THE ENCLAVE CONDOMINIUMS AND PARCEL N SUBDIVISION
ACCORDING TO THE PARCEL N SUBDIVISION PLAT RECORDED DECEMBER 19, 1978 IN PLAT BOOK 7 AT PAGE 38, THE
PHASE I CONDOMINIUM MAP RECORDED JANUARY 18, 1980 IN PLAT BOOK 8 AT PAGE 71
AND THE PHASE II SUPPLEMENTAL CONDOMINIUM MAP RECORDED MARCH 11, 1980 IN PLAT BOOK 8 AT PAGE 92
TOWN OF SNOWMASS VILLAGE, COUNTY OF PITKIN, STATE OF COLORADO



LINE #	BEARING	INSTANCE
L1	S 89° 59' 59" W	12.50'
L2	S 89° 59' 59" W	12.50'
L3	S 89° 59' 59" W	12.50'
L4	S 89° 59' 59" W	12.50'
L5	S 89° 59' 59" W	12.50'
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L7	S 89° 59' 59" W	12.50'
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L11	S 89° 59' 59" W	12.50'
L12	S 89° 59' 59" W	12.50'
L13	S 89° 59' 59" W	12.50'

NOTES:
1) THE BOUNDARY OF THE SUBDIVISION EXEMPTION PLAT IS TO BE TAKEN AS THE EXISTING
FACTS AND RECORDS.
2) THE PARCEL N SUBDIVISION PLAT IS TO BE TAKEN AS THE EXISTING FACTS AND RECORDS.
3) THE DATE OF THE SUBDIVISION EXEMPTION PLAT IS OCTOBER 31, 2013 AND DECEMBER 31, 2014.
4) THE DATE OF THE SUBDIVISION EXEMPTION PLAT IS OCTOBER 31, 2013 AND DECEMBER 31, 2014.
5) THE DATE OF THE SUBDIVISION EXEMPTION PLAT IS OCTOBER 31, 2013 AND DECEMBER 31, 2014.
6) THE DATE OF THE SUBDIVISION EXEMPTION PLAT IS OCTOBER 31, 2013 AND DECEMBER 31, 2014.
7) THE DATE OF THE SUBDIVISION EXEMPTION PLAT IS OCTOBER 31, 2013 AND DECEMBER 31, 2014.
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9) THE DATE OF THE SUBDIVISION EXEMPTION PLAT IS OCTOBER 31, 2013 AND DECEMBER 31, 2014.
10) THE DATE OF THE SUBDIVISION EXEMPTION PLAT IS OCTOBER 31, 2013 AND DECEMBER 31, 2014.
11) THE DATE OF THE SUBDIVISION EXEMPTION PLAT IS OCTOBER 31, 2013 AND DECEMBER 31, 2014.
12) THE DATE OF THE SUBDIVISION EXEMPTION PLAT IS OCTOBER 31, 2013 AND DECEMBER 31, 2014.
13) THE DATE OF THE SUBDIVISION EXEMPTION PLAT IS OCTOBER 31, 2013 AND DECEMBER 31, 2014.

THE ENCLAVE CONDOMINIUMS AND PARCEL N SUBDIVISION
TOWN OF SNOWMASS VILLAGE, COUNTY OF PITKIN, STATE OF COLORADO
APPROVED AS TO FORM: [Signature]
APPROVED AS TO CONTENT: [Signature]



LINE #	BEARING	INSTANCE
L1	S 89° 59' 59" W	12.50'
L2	S 89° 59' 59" W	12.50'
L3	S 89° 59' 59" W	12.50'
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L10	S 89° 59' 59" W	12.50'
L11	S 89° 59' 59" W	12.50'
L12	S 89° 59' 59" W	12.50'
L13	S 89° 59' 59" W	12.50'

THE ENCLAVE CONDOMINIUMS AND PARCEL N SUBDIVISION
TOWN OF SNOWMASS VILLAGE, COUNTY OF PITKIN, STATE OF COLORADO
APPROVED AS TO FORM: [Signature]
APPROVED AS TO CONTENT: [Signature]