

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

This Second Amendment of the Condominium Declaration for The Enclave Condominiums (this "**Second Amendment**") is made by The Enclave Association, Inc., a Colorado nonprofit corporation (the "**Association**"), as of the 3rd day of June, 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 _____, 2021, a Second Supplemental Condominium Declaration for the Enclave Condominiums was Recorded at Reception No. _____, and a Second Supplemental Condominium Map for the Enclave Condominiums was Recorded in Plat Book _____, Page _____ as Reception No. _____. On _____, 2021, a First Amendment of the Condominium Declaration for the Enclave Condominiums was Recorded at Reception No. _____, and a Subdivision Exemption Plat for Parcel N Subdivision was Recorded in Plat Book _____, Page _____ as Reception No. _____. (The documents referred to in the preceding sentence shall be referred to herein jointly as the "**First Amendment**.")

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

D. 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 obligations of the Association under the Development Agreement were ratified by more than 70% of the Members of the Association prior to March 15, 2021.

E. The Association and Developer have entered into a First Amendment of Development Agreement (the "**First Amendment of Development Agreement**") which clarifies that the Development Agreement obligated the Association to convey to Developer Unit 100, the Enclave Condominiums ("**Unit 100**"), along with the fitness room and portions of a lower-level stairway

and hallway which serve the fitness room and Unit 100, all as shown on **Exhibit A**, attached hereto. (The area to be conveyed to Developer pursuant to the preceding sentence is referred to herein as “**Expanded Unit 100**”).

F. Because Expanded Unit 100 includes areas which are currently Common Elements, conveyance of Expanded Unit 100 to the Developer requires the approval of Members of the Association.

G. Expanded Unit 100 shall be conveyed to the Developer in two steps. At closing on the purchase and sale of the Expansion Parcel, as provided in the Development Agreement, the Association shall convey Unit 100, as it is currently configured, to the Developer. After closing, the Association shall grant the Developer a temporary easement to demolish and construct the walls and other improvements necessary to establish the Expanded Unit 100. Before or concurrent with the receipt of a certificate of occupancy from the Town of Snowmass Village for the Expanded Unit 100, the Association shall cause an amendment to the condominium map and condominium declaration for the Project (the “**Revised Condominium Documents**”) to be approved by the Members and Recorded. The Association will seek to consolidate as many of the changes as is practicable to the existing Enclave condominium documents required by the Development Agreement and this Second Amendment.

H. Section 7.2 of the Original Declaration, as amended by a subsequent approval by the Town of Snowmass Village (the “**Town**”), restricts use of the Unit 100 to employees of the Association “or an individual gainfully employed in the Town of Snowmass Village or elsewhere in Pitkin County, working an average of at least 30 hours per week, 50 weeks per year.” This requirement is referred to herein as the “**Employee Housing Restriction.**”) The Association has asked the Town to terminate this requirement. Amendment of the Existing Condominium Documents must also be approved by the Members of the Association.

I. The Developer requested that assessments levied in connection with Unit 100 be fully abated prior to its completion of construction of the Expanded Unit 100.

J. The owners of Units 113, 213 and 313 have asked the Association for compensation for the loss of views from their units caused by the construction of new buildings on the Expansion Parcel. The owners of Units 113 and 213 have asked the Association to create 332 square feet of new floor area to be consolidated into each of their units and the owner of Unit 313 has asked the Association to construct a rooftop terrace on the addition for Units 113 and 213, which rooftop terrace will be a limited common element appurtenant to Unit 313, all as shown in **Exhibit B**, attached hereto. The construction of the additions to Units 113, 213 and 313, requires the conversion of what is currently Common Elements (the land and air space to be utilized in the expansion) to Common Elements, Individual Space and Limited Common Elements appurtenant to said Individual Airspace, which conversion requires the approval of the Members.

K. At a lawfully conducted meeting held on June 3, 2021 (the “**June Membership Meeting**”), the Members of the Association approved, subject to the terms and conditions set forth in the body of this Second Amendment, each of the changes to the Existing Condominium Documents identified in Recitals E through J, above.

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. Second Amendment Controls. The provisions of this Second 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 Second Amendment which are not defined herein shall have the definition ascribed to them in the Existing Condominium Documents.

3. Approval of Changes in the Existing Condominium Documents. The Existing Condominium Documents are hereby amended as follows:

a. Expansion of Unit 100. Unit 100 shall be expanded to include the adjacent fitness room and portions of a lower-level stairway and hallway as shown in concept on Exhibit A, attached hereto.

b. Termination of Employee Housing Restriction. At the time the Town eliminates all similar use restrictions on Unit 100, the Employee Housing Restriction and any other provision of the Existing Condominium Documents which limits use of Unit 100 based on the employment status of the resident of Unit 100 shall be terminated.

c. Temporary Abatement of Assessments on Unit 100. The Board shall have full discretion to fully or partially abate assessments which otherwise be levied against Unit 100 prior to the completion of the Expanded Unit 100 and the redistribution of Allocated Interests among the new and existing Condominium Units as provided in Subsection 3.e, below. Any assessments abated by the Board pursuant to this Subsection shall be reallocated among the other existing Condominium Units in the Project.

d. Expansion of Units 113, 213 and 313. Units 113, 213 and 313 shall be expanded as described in Recital J and the real property and air space identified in Exhibit B, attached hereto, shall be converted from Common Elements to building Common Elements, Individual Space and Limited Common Elements appurtenant to said Individual Airspace, as set forth in Recital J. The cost of constructing the foundation, walls, ceilings, floors and structural elements of the additions shall be paid by the Association. The owners of Units 113 and 213 shall be required to finish the interior of the additions to their respective Individual Spaces, at their sole cost and expense.

e. Future Amendments of the Condominium Documents. Further amendment of the condominium documents will be required to define the boundaries of the "Expanded Unit 100," redefine the boundaries of Units 113 and 213 and to describe the new Common Elements (including Limited Common Elements) established with the construction of the additions to Units 113 and 213, and to establish the boundaries of new units and Common Elements (including Limited Common Elements) to be constructed on the Expansion Parcel (as defined in the First Amendment) and to redistribute the Allocated Interests (as defined in C.R.S. § 38-33.3-103(2)) in the Association to reflect the floor area of the various new and modified

Individual Spaces in the Project according to the formula found in Sections 1.15, 1.16, 2.13, 5.5, 6.1 and other relevant sections of the Original Declaration.

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

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Association has set its hand and seal on the date first stated above.

THE ENCLAVE ASSOCIATION, INC.,
a Colorado nonprofit corporation

By: _____
Mel Blumenthal
President

STATE OF COLORADO }
 }ss.
County of Pitkin }

The above and foregoing Second Amendment of the Condominium Declaration of The Enclave Condominiums, Snowmass Village, Colorado, was acknowledged before me this ____ day of _____, 2021, by Mel Blumenthal as President of The Enclave Association, Inc., a Colorado nonprofit corporation.

Witness My Hand and Official Seal

Notary Public

Table of Exhibits

Exhibit A – Before and After Floor Plans of Unit 100/Expanded Unit 100

Exhibit B – Floor Plan and Rendering of Expansion of Units 113 and 213 and Rooftop Terrace Appurtenant to Unit 313

CERTIFICATE

I, _____, 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 Second 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 this Second Amendment.

Name:

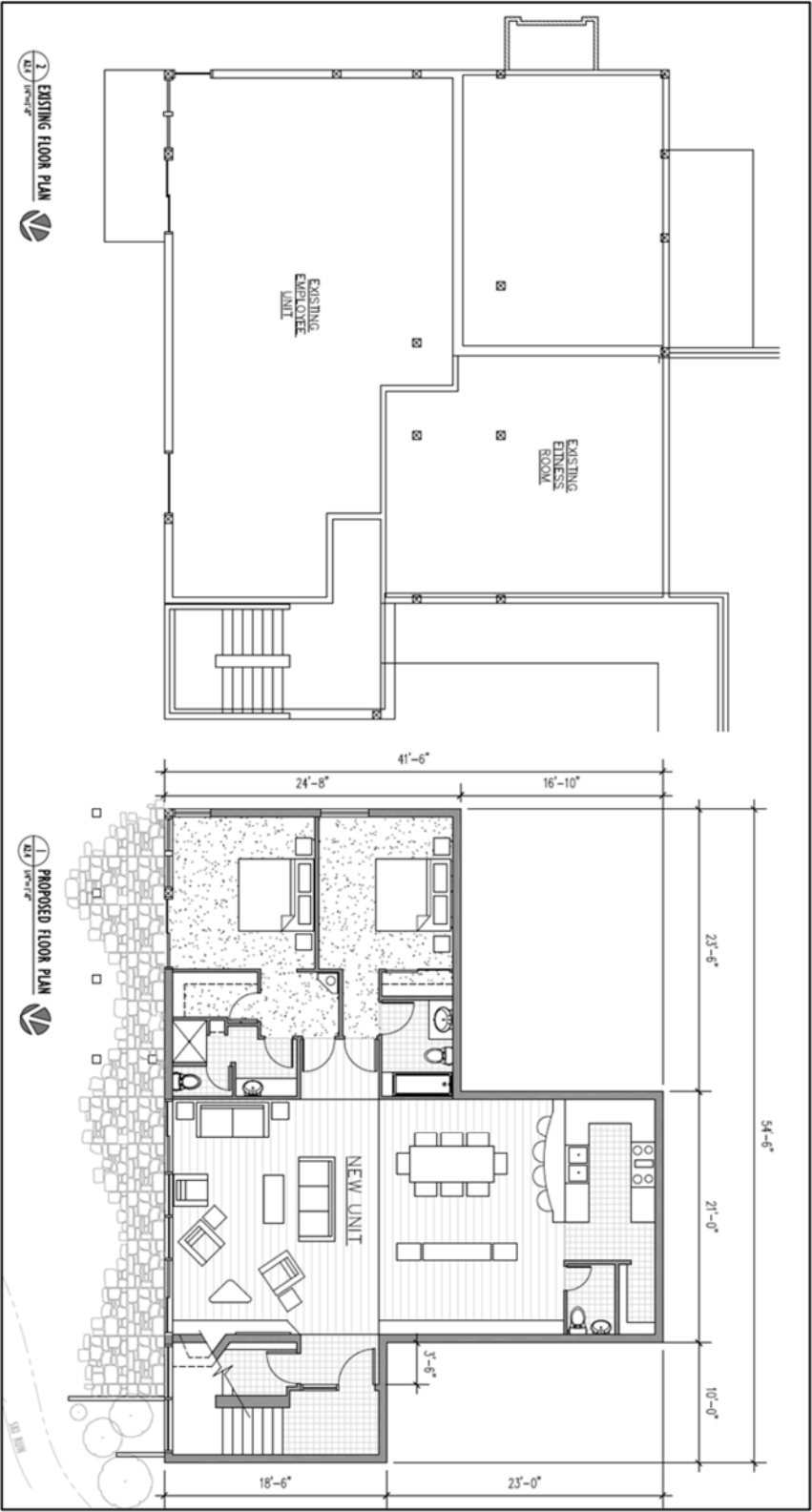
STATE OF COLORADO }
 }ss.
County of Pitkin }

The above and foregoing Certificate for the Second Amendment of the Condominium Declaration of The Enclave Condominiums, Snowmass Village, Colorado, was acknowledged before me this ____ day of _____, 2021, by _____ as Secretary of The Enclave Association, Inc., a Colorado nonprofit corporation.

Witness My Hand and Official Seal

Notary Public

Site Plan of Revised Unit 100



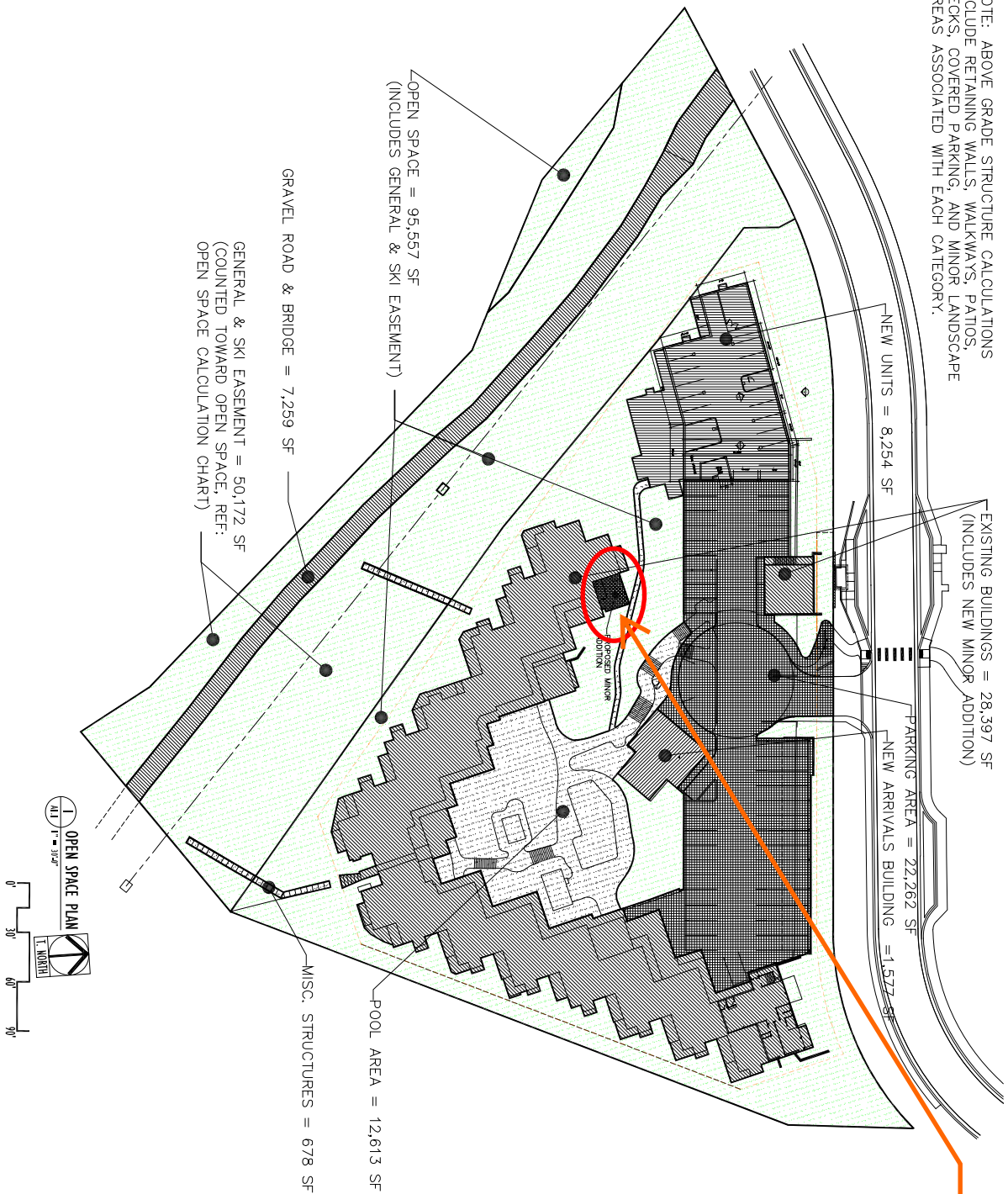
NOTE: ABOVE GRADE STRUCTURE CALCULATIONS INCLUDE RETAINING WALLS, WALKWAYS, PATIOS, DECKS, COVERED PARKING, AND MINOR LANDSCAPE AREAS ASSOCIATED WITH EACH CATEGORY.

EXISTING BUILDINGS = 28,397 SF
(INCLUDES NEW MINOR ADDITION)

NEW UNITS = 8,254 SF

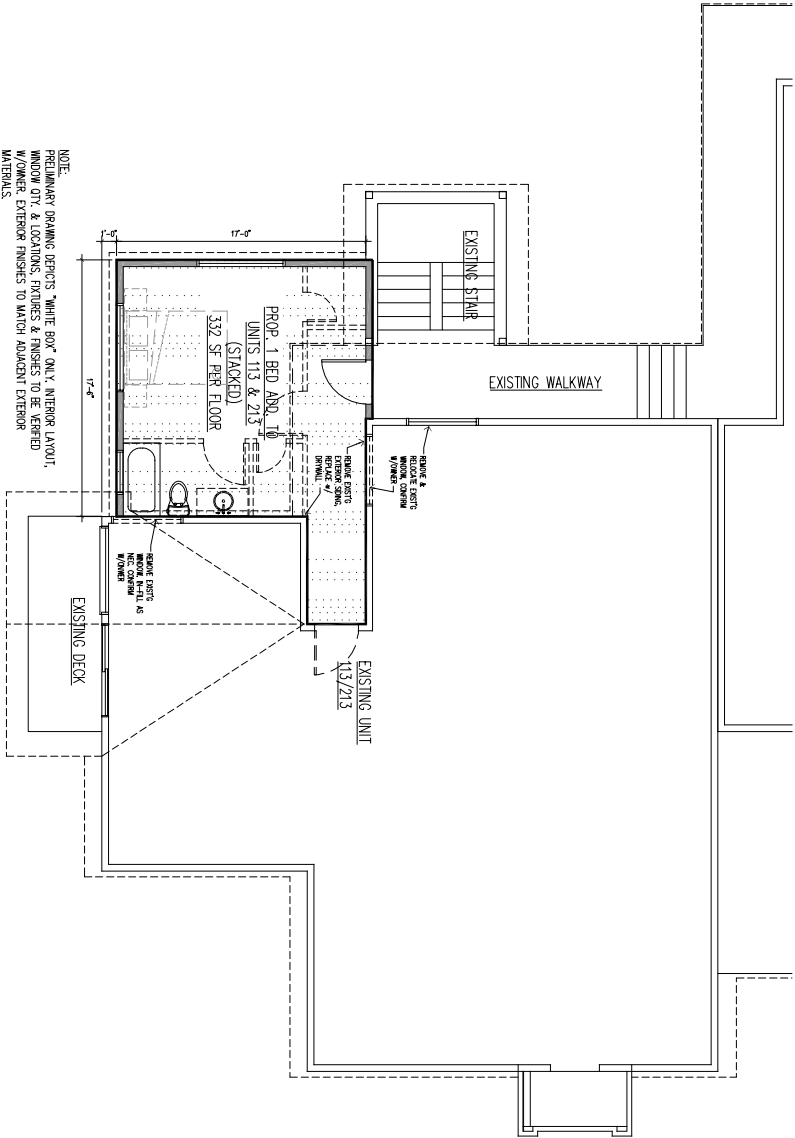
NEW ARRIVALS BUILDING

Area of Proposed Addition





2 RENDERING: UNITS 113 & 213 ADDITION WITH UNIT 313 ROOF DECK



1 FLOOR PLANS: ADDITION TO UNITS 113 and 213

NOTE:
PRIMARY DRAWING DEPICTS "WHITE BOX" ONLY INTERIOR LAYOUT,
ROOM QTY & LOCATIONS, FINISHES & FINISHES TO BE KEPT
W/OWNER. EXTERIOR FINISHES TO MATCH ADJACENT EXTERIOR
MATERIALS.

PROPOSED BEDROOM ADDITION TO UNITS 113 & 213 (2 TOTAL BEDROOMS) AND ROOF DECK TO UNIT 313



THE ENCLAVE ASSOCIATION INC.
IMPROVEMENT PROJECT: FINAL PUD APPLICATION

360 WOOD ROAD
SNOWMASS VILLAGE, COLORADO

Scale

#	DATE	ISSUED FOR
1	04/07/21	FINAL PUD APPROV.

UNIT 113 & 213 ADDITION: FLOOR PLANS

A2.11