

**SEVENTH SUPPLEMENT
TO
MASTER DECLARATION FOR RIVERFRONT VILLAGE**

**Expansion of Club Recreational Facilities Easement
Lot 1 Amenities**

This Seventh Supplement to Master Declaration for Riverfront Village (this "Seventh Supplement") is executed June 7, 2021, by Riverfront Village Hotel, LLC, a Delaware limited liability company ("Hotel Unit Owner"), EW Riverfront East Investor, LLC, a Delaware limited liability company ("Developer"), and Riverfront Village Master Association, a Colorado nonprofit corporation (the "Master Association").

WITNESSETH:

WHEREAS, that certain Master Declaration for Riverfront Village was recorded November 14, 2006, at Reception No. 200631239 in the Eagle County, Colorado real property records (the "Records"), which Declaration has been supplemented by the First Supplement to Master Declaration recorded July 7, 2011, at Reception No. 201112834, by the Second Supplement to Master Declaration recorded December 22, 2011, at Reception No. 201123886, by the Third Supplement to Master Declaration recorded December 23, 2013, at Reception No. 201325100, by the Fourth Supplement to Master Declaration recorded June 21, 2018, at Reception No. 201810535, the Fifth Supplement to Master Declaration recorded August 27, 2018, at Reception No. 201814523, and by the Sixth Supplement to Master Declaration recorded October 18, 2018, at Reception No. 201817899, each as recorded in the Records (collectively, the "Declaration")

WHEREAS, Hotel Unit Owner is similarly defined as the "Hotel Unit Owner" under the Declaration, and the Hotel Unit Owner owns all of the real property and facilities subject to the Club Recreational Facilities Easement as defined in the Declaration;

WHEREAS, Developer is the owner of Lot 1, Riverfront Subdivision, according to the plat recorded on June 15, 2006 at Reception No. 200615950 in the Records ("Lot 1");

WHEREAS, the Master Association is the owners' association representing the interests of Owners under the Declaration;

WHEREAS, Section 5.8 of Declaration sets forth procedures pursuant to which real property, improvements and/or facilities may be added to or withdrawn from Shared Easements (all capitalized terms used herein shall have the meaning as defined in the Declaration, unless otherwise defined herein), and the applicable Shared Easement may be thereby expanded or reduced, subject to any conditions to such alteration proposed by the Shared Easement Owner and approved by each Class of Directors representing the interests of each Class of Members benefited by the applicable Shared Easement;


Land Title
50061513

WHEREAS, pursuant that certain Acknowledgment and Agreement between Developer and the Master Association of even date herewith and recorded in the Records contemporaneously with this Seventh Supplement (the "Acknowledgment and Agreement"), Developer and the Master Association have agreed to expand the Club Recreational Facilities Easement to include a swimming pool, hot tubs and associated restrooms to be constructed on Lot 1 (the "Lot 1 Amenities") as described in this Seventh Supplement, subject to certain conditions as described herein;

WHEREAS, the Club Recreational Facilities Easement benefits the following Classes of Members: the Hotel Residential Members, the Vacation Club Members, the Riverfront Residential Members and the Hotel Unit Owner;

WHEREAS, Class Directors representing each benefited Class of Members and the Hotel Unit Owner have approved this Seventh Supplement in the manner set forth in Section 5.8 of the Master Declaration for the alteration of Shared Easements; and

WHEREAS, Developer has executed this Seventh Supplement evidencing its approval to the construction and conveyance obligations as related to the Lot 1 Amenities set forth in Section 1 of this Seventh Supplement below; the Hotel Unit Owner has executed this Seventh Supplement evidencing its approval to accepting the conveyance of the Lot 1 Amenities and to the expansion of the Club Recreational Facilities Easement as described herein; and the Master Association has executed this Seventh Supplement evidencing that such expansion of the Club Recreational Facilities Easement was approved by Class Directors representing the interests of each Class of Members benefited by the Club Recreational Easement as described in the Recital immediately above.

NOW, THEREFORE, the Club Recreational Facilities Easement is hereby modified as follows:

1. Construction and Conveyance of Lot 1 Amenities. As described in the Acknowledgment and Agreement, Developer has agreed (a) to attach to Lot 1 an obligation to construct the Lot 1 Amenities as part of the development of Lot 1, and (b) upon completion of construction of the Lot 1 Amenities, to convey to the Hotel Unit Owner an ownership or other property interest (e.g., easement interest) as reasonably determined by Developer in and to the Lot 1 Amenities (the "Lot 1 Amenities Conveyance"). Notwithstanding the foregoing or any contrary provision herein or in the Acknowledgment and Agreement, Developer has full and absolute authority over the development and timing of development of Lot 1, including, without limitation, the specific plans and specifications, construction methods and other matters related to the Lot 1 Amenities (other than certain specific obligations as related to the sizing of the swimming pool and spa pool(s) as set forth in the Acknowledgment and Agreement).

2. Expansion of Club Recreational Facilities Easement. Effective immediately and automatically upon and at the time of the Lot 1 Amenities Conveyance, the Club Recreational Facilities Easement shall be automatically expanded to annex and include the Lot 1 Amenities

(the "Expanded Easement Area"), together with a right of pedestrian access thereto as reasonably determined by Developer. Upon the Lot 1 Amenities Conveyance, the Expanded Easement Area shall thereafter be subject to all of the covenants, conditions, restrictions and reservations pertaining to the Club Recreational Facilities Easement as set forth in the Declaration, and the Operating Expenses and Capital Expenses applicable to such Expanded Easement Area shall be charged to the Master Association as provided in Section 5.4.2 of the Declaration.

3. Vacation Club Recreational Facilities Easement Inoperable. The Hotel Unit Owner, Developer and the Master Association acknowledge and agree that the intent of this Seventh Supplement and of the expansion of the Club Recreational Facilities Easement effected hereby is to replace the Vacation Club Recreational Facilities Easement as described in the Declaration. Accordingly, all of the provisions of Section 5.5 of the Declaration, which sets forth provisions applicable to the Vacation Club Recreational Facilities Easement, are hereinafter deemed wholly inoperable and of no force or effect.

4. No Representation. Nothing in this Seventh Supplement shall be deemed to require or restrict in any manner the ownership, development, operations or other matters relative to Lot 1 and/or the Expanded Easement Area except as expressly set forth in this Seventh Supplement or in the Declaration relative to the Club Recreational Facilities Easement. Without limiting the generality of the foregoing, the Hotel Unit Owner, or other future owner of the Expanded Easement Area, reserves all rights and interests in the Expanded Easement Area, such as, but not limited to, the right (i) to conduct commercial operations and/or to utilize the Expanded Easement Area and to employ the related Club Recreational Facilities as part of the Hotel Unit Owner's operation of a hotel, spa and private fitness and health club as reserved in the Declaration, and/or (ii) to alter, modify, improve or relocate any or all of the Club Recreational Facilities that are part of the Expanded Easement Area in the manner described in the Declaration.

5. Binding Effect. The benefits and burdens of this Seventh Supplement shall bind and benefit the Hotel Unit Owner, its successors and assigns (including, without limitation, the record owner of the Excluded Easement Area), Developer, its successors and assigns (including, without limitation, the record owner of Lot 1) and the Master Association, its successors and assigns.

6. General. The terms and provisions contained in this Seventh Supplement shall be in addition and supplemental to the terms and provisions contained in the Declaration. All terms and provisions of the Declaration, including all definitions, except those terms and provisions specifically modified herein, shall be applicable to this Seventh Supplement. The definitions used in the Declaration are hereby expanded and shall hereafter and in the Declaration be deemed to encompass and refer to this Seventh Supplement. For example, reference to the "Club Recreational Facilities Easement" shall mean the areas described in the Declaration as expanded hereby, and reference to the "Declaration" shall mean the Declaration as supplemented by this Seventh Supplement. The rights, obligations and liabilities of Owners are hereby modified as described herein.

7. Conflicts Between Documents. In case of conflict between the Declaration, as supplemented hereby, and the Articles or Bylaws of the Association, the Declaration as supplemented shall control.

Executed as of the date and year first written above.

HOTEL UNIT OWNER:

RIVERFRONT VILLAGE HOTEL, LLC, a
Delaware limited liability company

By: East West Hotel Holdings, LLC,
a Delaware limited liability company
Its: Manager

By: RVH Management, Inc., a Colorado corporation,
Its: Manager

By: _____
Name: Colleen Weiss
Title: VP

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this 7th day of June, 2021, by Colleen Weiss, as Vice President of RVH Management, Inc., Manager of East West Hotel Holdings, LLC, Manager of Riverfront Village Hotel, LLC.

WITNESS my hand and official seal.

My commission expires: 7-21-2024
[SEAL]

CAROL GLASSON
Notary Public
State of Colorado
Notary ID # 19964001334
My Commission Expires 07-21-2024

Carol Glasson
Notary Public

MASTER ASSOCIATION:

RIVERFRONT VILLAGE MASTER ASSOCIATION,
a Colorado non-profit corporation

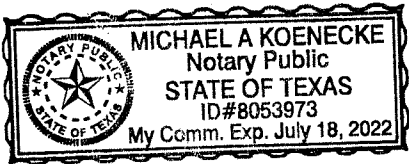
By: RICHARD D. SPURR
Name: [Signature]
Title: PRESIDENT

STATE OF ~~COLORADO~~ ^{TEXAS})
 DALLAS) ss.
COUNTY OF ~~EAGLE~~)

The foregoing instrument was acknowledged before me this 29 day of May, 2021, by RICHARD D. SPURR, as PRESIDENT of Riverfront Village Master Association.

WITNESS my hand and official seal.

My commission expires: _____
[SEAL]



[Signature]
Notary Public