

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

Alteration of Shared Easement Area – Hotel Services Easement

This Sixth Supplement to Master Declaration for Riverfront Village (this “Sixth Supplement”) is made effective as of October 9, 2018, by Riverfront Village Hotel, LLC, a Delaware limited liability company (“Hotel Unit Owner”), and Riverfront Village Master Association, a Colorado nonprofit corporation (the “Master Association”).

WITNESSETH:

WHEREAS, that certain Master Declaration for Riverfront Village was recorded on 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, and by the Fifth Supplement to Master Declaration recorded August 27, 2018, at Reception No. 201814523, 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 comprising the Excluded Easement Area and the Expanded Easement Area, each as defined below;

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of Declaration sets forth procedures pursuant to which real property, improvements and/or facilities may be added to or withdrawn from Shared Easements (all capitalized terms used herein shall have the meaning as defined in the Declaration, unless otherwise defined herein), and the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;

WHEREAS, the Hotel Unit Owner and the Master Association desire that the Hotel Services Easement be removed from the Excluded Easement Area and be added to the Expanded Easement Area, as more fully described in this Sixth Supplement;

WHEREAS, the Hotel Services Easement benefits the following Classes of Members: the Hotel Residential Members, the Vacation Club Members and the

Commercial Members, and each such Class of Members need to approve this Sixth Supplement to satisfy the requirements of Section 5.8 of the Declaration;

WHEREAS, each benefited Class of Members has approved this Sixth Supplement, as follows: (a) the Class Director currently seated on the Executive Board of the Master Association and representing the interests of the Vacation Club Members, (b) the Class Director currently seated on the Executive Board of the Master Association and representing the interests of the Hotel Residential Members, and (c) while the full Executive Board of the Master Association has not been seated as contemplated by Section 4.4 of the Declaration and, therefore, no Class Director currently represents the Commercial Members, the Hotel Unit Owner owns 100% of the Commercial Units, is the only Commercial Member to the Master Association and is executing this Sixth Supplement to evidence the approval of the Commercial Members, which approvals are within the intent of the procedures set forth in Section 5.8 of the Master Declaration for the alteration of Shared Easements;

WHEREAS, the Hotel Unit Owner has executed this Sixth Supplement evidencing its approval of the relocation of that portion of the Hotel Services Easement as described herein, both as the Owner of such areas and on behalf of the Commercial Members, and the Master Association has executed this Sixth Supplement evidencing that such relocation of the Hotel Services Easement has been approved by the Class Director representing the Hotel Residential Members and the Class Director representing the Vacation Club Members.

NOW, THEREFORE, the Hotel Services Easement is hereby modified as follows:

1. Reduction of Hotel Services Easement. Upon recordation of this Sixth Supplement in the Records, the Hotel Services Easement is hereby reduced to exclude that area depicted on Exhibit A attached hereto and incorporated herein (the "Excluded Easement Area"), and the Excluded Easement Area is hereafter deemed excluded and fully removed from all covenants, conditions, restrictions and reservations pertaining to the Hotel Services Easement as set forth in the Declaration, and the Hotel Unit Owner is hereafter be responsible for all costs applicable to the Excluded Easement Area. The future use of the Excluded Easement Area is limited to retail, library, meeting room, business center, office space (for hotel staff), storage, game/movie room, café, owner/guest lounge (including Starwood Preferred Guest use), check-in, concierge and/or a combination of such uses and related ancillary uses. The foregoing use limitation is deemed to benefit the Hotel Residential Members only and may be modified at any time or from time to time by action of the Class Directors representing the interests of the Hotel Residential Members, together with the written approval of the Hotel Owner (or any future owner of the Excluded Easement Area).

2. Expansion of Hotel Services Easement. Contemporaneously with the foregoing reduction of the Hotel Services Easement as set forth above, upon recordation of this Sixth Supplement in the Records, the Hotel Services Easement is hereby expanded to annex and include that area depicted on Exhibit B attached hereto and incorporated herein (the "Expanded Easement Area"), and the Expanded Easement Area is hereafter subject to all of the covenants, conditions, restrictions and reservations pertaining to the Hotel

Services 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 and the Hotel Unit Owner as provided in Section 5.6.2 of the Declaration.

3. No Representation. Nothing in this Sixth Supplement shall be deemed to require or restrict in any manner the operations, ownership or other matters relative to the Excluded Easement Area and the Hotel Unit Owner, or other future owner of such space, reserves the absolute discretion with respect to the Excluded Easement Area.

4. Ownership of Excluded Easement Area. The benefits and burdens of this Sixth Supplement as related to the Excluded Easement Area and the Expanded Easement Area shall benefit and bind the record owner of the Excluded Easement Area and the Expanded Easement Area, respectively.

5. General. The terms and provisions contained in this Sixth 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 Sixth 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 Sixth Supplement. For example, reference to the "Hotel Services Easement" shall mean the areas described in the Declaration as modified herein, and reference to the "Declaration" shall mean the Declaration as supplemented by this Sixth Supplement. The rights, obligations and liabilities of Owners are hereby modified as described herein.

6. Reservation. The Hotel Unit Owner reserves all rights and interests in the Expanded Easement Area as set forth in the Declaration, including, without limitation, the right to utilize the Expanded Easement Area.

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 Welss
Title: VP

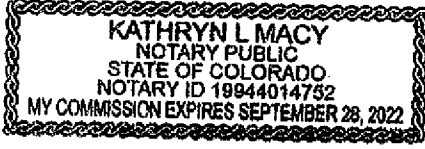
STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this 9th day of October, 2018, by Colleen Welss, 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: 9.28.22
[SEAL]

Kathryn L Macy
Notary Public



MASTER ASSOCIATION:

RIVERFRONT VILLAGE MASTER ASSOCIATION,
a Colorado non-profit corporation

By: *[Signature]*
Name: CHRISTINA V. WRIGHT
Title: VICE PRESIDENT

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this 9th day of October, 2018, by Christina V Wright, as Vice President of Riverfront Village Master Association.

WITNESS my hand and official seal.

My commission expires: 9.28.22
[SEAL]

[Signature]
Notary Public

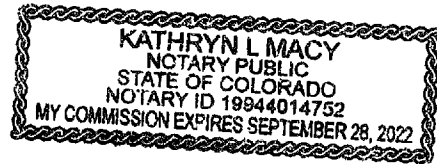








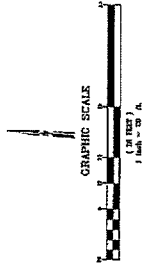
EXHIBIT A

Depiction of Excluded Easement Area

**FINAL PLAT AND CONDOMINIUM MAP
 RIVERFRONT RESORT & SPA
 LOT 2, RIVERFRONT SUBDIVISION
 TOWN OF AVON
 EAGLE COUNTY, COLORADO**

- NOTES:**
1. THE AREA OF LOT 2 IS 47,786.51 SQ. FT. AS SHOWN ON THE PLAT AND SUBDIVISION MAP.
 2. THE AREA OF LOT 2 IS 47,786.51 SQ. FT. AS SHOWN ON THE PLAT AND SUBDIVISION MAP.
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 10. THE AREA OF LOT 2 IS 47,786.51 SQ. FT. AS SHOWN ON THE PLAT AND SUBDIVISION MAP.

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|---|----------------------------------|
|  | OLD APARTMENT BUILDING FOOTPRINT |
|  | HOTEL TERRACE FOOTPRINT |
|  | EXISTING ACCESS EASEMENT |
|  | HOTEL ACCESS EASEMENT |
|  | HOTEL ACCESS EASEMENT SUPPORT |
|  | OTHER |



**EXHIBIT A
 EXCLUDED AREA**

**LEVEL 1 (LOBBY) OVERALL
 ELEV = 7437.0'**



**SHEET
 14**

JOB INTERLOCK

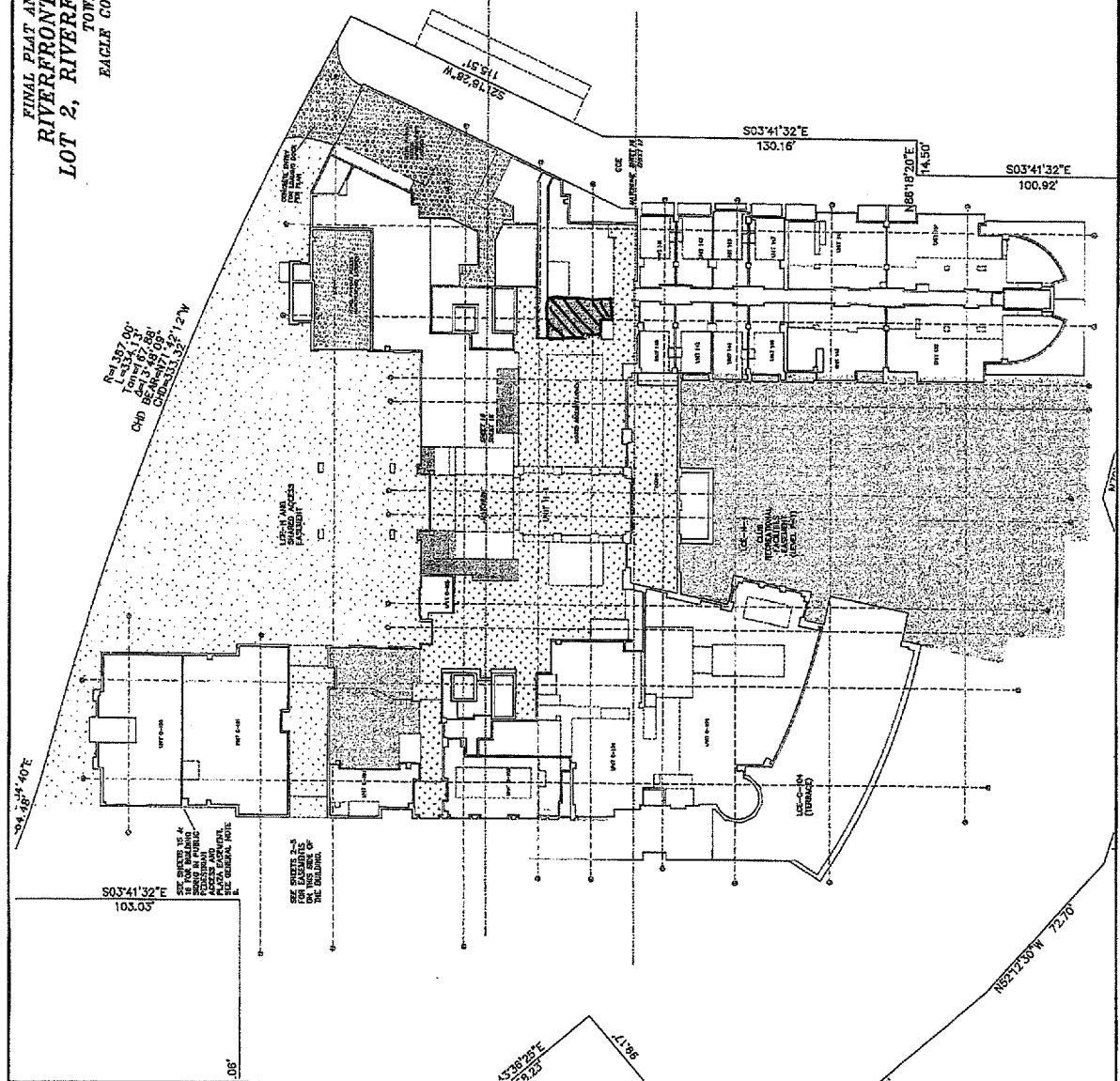


EXHIBIT B

Depiction of Expanded Easement Area

