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Taryn Power – Summit County Recorder

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**SECOND AMENDMENT
TO THE
CONDOMINIUM DECLARATION
FOR
APRES SHORES**

THIS SECOND AMENDMENT TO THE CONDOMINIUM DECLARATION FOR APRES SHORES (“Second Amendment”) is made this 17th day of June, 2024, by Apres Shores, LLC, a Colorado limited liability company (“Declarant”). All capitalized terms used herein shall have the meanings defined in the Declaration, unless otherwise defined or modified herein.

RECITALS

WHEREAS, Declarant has heretofore caused to be recorded a Condominium Declaration for Apres Shores on December 12, 2023 at Reception No. 1322138 (the “Original Declaration”) in the County of Summit, Colorado real property records;

WHEREAS, the Original Declaration was amended by that certain First Amendment to the Condominium Declaration for Apres Shores (the “First Amendment”), which was recorded on March 6, 2024 as Reception No. 1326342 in the County of Summit, Colorado real property records. The Original Declaration as amended shall be collectively referred to herein as the “Declaration.”

WHEREAS, all capitalized terms used herein shall have the meaning as defined in the Declaration, unless otherwise defined or modified herein;

WEHREAS, in Article 16 of the Declaration, Declarant expressly reserved for itself the right, without consent, to convert all or any part of the Property or Condominium Project identified as the Future Building Areas on the Map into Units and Limited Common Elements, to combine Units, to subdivide Units, and to convert Units into Common Elements by subjecting all or any portion of the Future Building Areas to the Declaration and the provisions of the Declaration by one or more duly recorded Amendments to the Declaration and Supplements to the Map;

WHEREAS, Declarant wishes to convert a portion of the Future Building Areas into Units and Common Elements and submit to the Declaration all of the property subject to that certain Condominium Map of Apres Shores Condominiums – Building B (the “Building B Map”) (such property hereinafter referred to as the “Building B Area”), upon which Declarant has constructed 12 additional Condominium Units and Common Elements, as shown on the Building B Map; and

WHEREAS, Declarant wishes to reserve the right for itself and any successors and assigns to further convert all or any part of the Property or Condominium Project in the future pursuant to the provisions of Article 16 of the Declaration.

NOW, THEREFORE, Declarant hereby declares that the Property and the Building B Area shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, and easements and the covenants, conditions, restrictions, and easements contained in the Declaration,

which are for the purpose of protecting the value and desirability of the Property and the Building B Area and which shall run with the land and be binding on all parties and heirs, successors, and assigns of parties having any right, title, or interest in all or any part of the Property or the Building B Area.

1. General. The terms and provisions contained in this Second Amendment shall be in addition and supplemental to the terms and provisions 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 Second Amendment and to the Building B Area. The definitions used in the Declaration are hereby expanded and shall hereafter and in the Declaration be deemed to encompass and refer to the Property as defined in the Declaration and the Building B Area as defined herein. For example, "Unit" shall mean the Units described in the Declaration plus the additional Units described herein and on the Building B Map. Reference to the "Property" shall mean the Property and the Building B Area, reference to "Common Elements" shall mean the Common Elements described in the Declaration plus the additional Common Elements depicted on the Building B Map, and reference to the "Declaration" shall mean the Declaration as amended by this Second Amendment. All ownership and other rights, obligations, and liabilities of Owners of original Units are hereby modified as described herein.

2. Conversion of Building B Area. The Building B Area is hereby and, upon the recording of this Second Amendment and the Building B Map shall be, converted into Units and Common Elements, and each Unit in the Building B Area shall be subject to all of the covenants, conditions, restrictions, and easements as contained in the Declaration.

3. Effect of Conversion. Assessments by the Association as provided in Article 10 of the Declaration, upon the recording of this Second Amendment and the Building B Map, shall be assessed to the Units in proportion to their Allocated Interests in the Common Elements, as determined by application of the formula set forth in Section 4.2 of the Declaration and shown in Exhibit A attached hereto and incorporated herein by this reference (whether such Unit is part of the Building B Area or part of the original definition of the Property), and the Allocated Interests of the Units shall be adjusted as of the date of recording of this Second Amendment and the Building B Map. Exhibit C attached to the Declaration is hereby amended in its entirety to include the Units listed and to modify the percentage interests as described on Exhibit A attached hereto. Notwithstanding any inclusion of additional Units under the Declaration, each Owner (regardless of whether such Owner is the owner of a Unit which is part of the Building B Area or part of the original definition of the Property) shall remain fully liable with respect to such Owner's obligation for the payment of the Common Expenses of the Association, including the expenses for any new Common Elements, costs, and fees, if any. The recording of this Second Amendment shall not alter the amount of the Common Expenses assessed to a Unit prior to such recording.

4. Description of Units. After this Second Amendment and the Building B Map have been filed for record in the office of the Clerk and Recorder of the County of Summit, any contracts to convey, instruments of conveyance of Condominium Units, and every other instrument affecting title to a Condominium Unit shall describe it as follows:

Unit _____, Apres Shores, according to the Condominium Declaration for Apres Shores recorded December 12, 2023, under Reception No. 1322138, together with any recorded amendments and supplements thereto, and the Condominium Map, Apres Shores Condominiums – Building D recorded December 12, 2023, under Reception No. 1322139, the Condominium Map, Apres Shores Condominiums – Building C recorded March 1, 2024, under Reception No. 1326198, and the Condominium Map, Apres Shores Condominiums – Building B recorded June 13, 2024, under Reception No. 1332226, all as recorded in the office of the Clerk and Recorder of Summit County, Colorado (with applicable information inserted therein).

5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

6. Conflicts between Documents. In case of conflict between the Declaration, as amended hereby, and the articles of incorporation or bylaws of the Association, the Declaration as amended shall control.

Executed as of the date first set forth above.

APRES SHORES, LLC,
a Colorado limited liability company



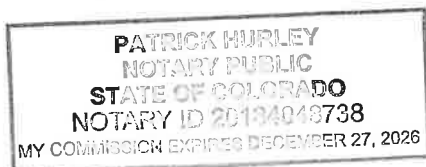
Nick Pellar, Member

STATE OF COLORADO)
)
COUNTY OF SUMMIT) ss.

The foregoing instrument was acknowledged before me this 19th day of June, 2024, by Nick Pellar, as Member of Apres Shores, LLC, a Colorado limited liability company.

Witness my hand and official seal.
My commission expires 12/27/2026

[SEAL]





Notary Public

**EXHIBIT A
TO
SECOND AMENDMENT**

Table of Allocated Interests

<u>UNIT</u>	<u>FLOOR AREA OF UNITS</u>	<u>ALLOCATED INTEREST</u>	<u>VOTING INTEREST</u>
B11	1004	2.462%	1/42
B12	1038	2.545%	1/42
B13	1038	2.545%	1/42
B14	1004	2.462%	1/42
B21	1027	2.519%	1/42
B22	1078	2.644%	1/42
B23	1078	2.644%	1/42
B24	1027	2.519%	1/42
B31	1240	3.041%	1/42
B32	722	1.771%	1/42
B33	722	1.771%	1/42
B34	1240	3.041%	1/42
C11	980	2.403%	1/42
C12	629	1.542%	1/42
C13	639	1.567%	1/42
C14	639	1.567%	1/42
C15	629	1.542%	1/42
C16	980	2.403%	1/42
C21	1016	2.492%	1/42
C22	1036	2.541%	1/42
C23	1054	2.585%	1/42
C24	1041	2.553%	1/42
C25	1047	2.568%	1/42
C26	1016	2.492%	1/42
C31	1080	2.648%	1/42
C32	684	1.677%	1/42
C33	1054	2.585%	1/42
C34	1054	2.585%	1/42
C35	684	1.677%	1/42
C36	1080	2.648%	1/42
D11	1004	2.462%	1/42
D12	1038	2.545%	1/42
D13	1038	2.545%	1/42
D14	1004	2.462%	1/42
D21	1027	2.519%	1/42
D22	1078	2.644%	1/42
D23	1078	2.644%	1/42
D24	1027	2.519%	1/42

D31	1240	3.041%	1/42
D32	722	1.771%	1/42
D33	722	1.771%	1/42
D34	1240	3.041%	1/42
TOTALS	40,778	100%	1