

SUPPLEMENTAL DECLARATION FOR BRIGHTWOOD AT KEYSTONE

Brightwood LLC, a Colorado limited liability company (“Declarant”), makes this Supplemental Declaration for Brightwood at Keystone (“Supplemental Declaration”) for the purpose of expanding the Community and amending the Declaration as defined in Recital A below. All defined terms in the Declaration will have the same meaning in this Supplemental Declaration.

RECITALS

A. Declarant executed the following documents which apply to Property included in the existing Brightwood at Keystone Community, which are recorded in Summit County, Colorado:

- i. Declaration for Brightwood at Keystone recorded April 22, 2025 at Reception No. 1350464.
- ii. Condominium Map of BRIGHTWOOD AT KEYSTONE – WEST BUILDING, according to the Plat thereof recorded April 22, 2025 at Reception No. 1350465.

B. Declarant desires to expand the Community by exercising its reserved Development Rights in Article 8 of the Declaration to add the Future Expansion Area as depicted on the Condominium Map described above to the Community and submits such Expansion Area and the East Building and Common Element parking constructed on such property to the terms of the Declaration.

C. Declarant desires to amend and supplement the Declaration as provided in this Supplemental Declaration.

NOW THEREFORE, Declarant amends and supplements the Declaration as follows:

ARTICLE I STATEMENT OF PURPOSE AND DECLARATION

1. Addition of Units, Common Elements and Limited Common Elements.

a. **Condominium Map East Building.** Declarant has further subdivided the Expansion Area as provided in the Condominium Map of BRIGHTWOOD AT KEYSTONE – EAST BUILDING into twenty-seven (27) Units: 101, 102, 103, 104, 105, 106, 107, 108, 109, 201, 202, 203, 204, 205, 206, 207, 208, 209, 301, 302, 303, 304, 305, 306, 307, 308, and 309 and the Common Elements depicted on such Map, which is recorded simultaneously with this Supplemental Declaration. All Condominium Units and the Common Elements depicted on the Map of BRIGHTWOOD AT KEYSTONE – EAST BUILDING are submitted to the provisions of the Declaration.

b. **Transfer of Common Elements.** Declarant sells and conveys the Common Elements designated on the Map of BRIGHTWOOD AT KEYSTONE – EAST BUILDING and by the Declaration to the Association to enlarge this planned community.

c. **Snake River Access Parking Easement.** Declarant has constructed the Snake River Access Parking easement which is located on the Common Elements as depicted on both the existing Condominium Maps for the West Building and East Building. The Association will maintain and manage such public easement premises as Common Elements.

2 **Certificates of Surveyor and Architect.** Exhibit A-2 to the Declaration is supplemented by the Certificates of the Architect and Surveyor as set forth on Exhibit A attached to this Supplemental Declaration.

3. **Allocated Interests.** Initial Exhibit B to the Declaration is deleted in its entirety and replaced by new Exhibit B attached to this Supplemental Declaration to reallocate the Common Expense Liability and Votes in the Community.

4. **Incorporation of Declaration Provisions.** Declarant ratifies and affirms all terms and the provisions of the Declaration as amended by this Supplemental Declaration. All references to the Declaration will be deemed to include this Supplemental Declaration unless specific provisions to the contrary are made.

Brightwood, LLC, a Colorado limited liability company

By: _____
Tip Top Development, LLC, a Colorado limited liability company, Manager
Blake Shutler, Manager

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this _____ day of November, 2025, by Blake Shutler, Manager of Tip Top Development LLC, a Colorado limited liability company, as Manager of Brightwood, LLC, a Colorado limited liability company.

My commission expires: _____

[STAMP]

Notary Public

EXHIBIT A

CERTIFICATE OF SURVEYOR

I, Jessica J. Koetteritz, being a registered land surveyor in the State of Colorado, certify that the Condominium Map of BRIGHTWOOD AT KEYSTONE – EAST BUILDING and the Declaration together contain all information required by C.R.S., §§ 38-33.3-209.

Date: _____

Jessica J. Koetteritz, Registration No. 38855

CERTIFICATE OF ARCHITECT

I, Robert E. Craig, being a registered architect in the State of Colorado, certify that all structural components of all buildings containing or comprising any units thereby created are substantially completed.

Date: _____

Robert E. Craig, AIA, License No. 3013729

APPROVAL OF VAIL SUMMIT RESORTS, INC.

As required by Section 4 of the Development Covenants, Vail Summit Resorts, Inc. approves this Declaration and Map.

Vail Summit Resorts, Inc., a Colorado corporation

Date: _____

By: Shannon Buhler, VP/GM

STATE OF COLORADO)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of November, 2025 by Shannon Buhler, as _____ of Vail Summit Resorts, Inc., a Colorado corporation.

My Commission Expires: _____

Notary Public

[STAMP]

EXHIBIT B

DECLARATION ALLOCATED INTERESTS Common Expense Liability and Votes

The formula for the share of Common Expenses allocated to each Unit is set forth in §3.11 A of the Declaration:

Each Unit's percentage of liability for Common Expenses is determined by dividing a Unit's floor area in square feet by the total floor area in square feet of all Units, which area has been determined in good faith by Declarant and consistently applied to all Units without regard to the square footage of any Limited Common Elements appurtenant to the Units to determine the Common Expense Liability set forth in this Exhibit B, and subject to the exceptions provided in §7.6.

West Building

<u>Unit</u>	<u>Sq. Ft.</u>	<u>CE Liability</u>	<u>Votes</u>
101	1,217	2.01%	1
102	826	1.36%	1
103	828	1.37%	1
104-ADA	828	1.37%	1
105	1,260	2.08%	1
106	1,356	2.24%	1
107	1,265	2.09%	1
108	1,258	2.08%	1
109	1,244	2.05%	1
201	1,217	2.01%	1
202	826	1.36%	1
203	828	1.37%	1
204	828	1.37%	1
205	1,260	2.08%	1
206	1,356	2.24%	1
207	1,267	2.09%	1
208	1,255	2.07%	1
209	1,244	2.05%	1
301	1,545	2.55%	1
302	826	1.36%	1
303	828	1.37%	1
304	828	1.37%	1
305	1,619	2.67%	1
306	1,763	2.91%	1
307	1,267	2.09%	1
308	1,255	2.07%	1
309	1,562	2.58%	1

East Building

<u>Unit</u>	<u>Sq. Ft.</u>	<u>CE Liability</u>	<u>Votes</u>
101	1,098	1.81%	1
102	757	1.25%	1
103	759	1.25%	1
104	752	1.24%	1
105	1,145	1.89%	1
106	1,241	2.05%	1
107	1,164	1.92%	1
108	1,166	1.92%	1
109	1,156	1.91%	1
201	1,114	1.84%	1
202	754	1.24%	1
203	756	1.25%	1
204	756	1.25%	1
205	1,179	1.95%	1
206	1,235	2.04%	1
207	1,166	1.92%	1
208	1,169	1.93%	1
209	1,166	1.92%	1
301	1,386	2.29%	1
302	764	1.26%	1
303	752	1.24%	1
304	766	1.26%	1
305	1,462	2.41%	1
306	1,511	2.49%	1
307	1,172	1.93%	1
308	1,177	1.94%	1
309	1,410	2.33%	1
GRAND TOTAL:	60,589	100.00%	54

EXHIBIT C

Vail Summit Resort Development Covenants

Disclaimers

Section 1 **Geologically Sensitive Area.** VSR has previously disclosed and hereby discloses to Declarant and the Owners that the Property may be located in a geologically sensitive area that may be subject to rock or debris slides.

Section 2 **Mountain Activities.** The Property is located adjacent to or in the vicinity of areas used for skiing and snowboarding, biking, hiking, all-season recreational purposes and other Mountain Activities (as defined below) (**"Mountain Recreational Areas"**). The Mountain Recreational Areas are expected to generate an unpredictable amount of visible, audible and odorous impacts and disturbances from activities relating to the construction, operation, use and maintenance of the Mountain Recreational Areas (**"Mountain Activities"**). The Mountain Activities may include, without limitation: (a) movement and operation of passenger vehicles (including, without limitation, buses, vans and other vehicles transporting passengers over adjacent streets and over, around and through the Mountain Recreation-al Areas), commercial vehicles, and construction vehicles and equipment; (b) activities relating to the construction, operation and maintenance of roads, trails, ski trails, skiways and other facilities relating to the Mountain Recreational Areas (including, without limitation, tree cutting and clearing, grading and earth moving and other construction activities, construction, operation and maintenance of access roads, snow-making equipment, chairlifts, gondolas, buses or other transportation systems, operation of vehicles and equipment relating to trash removal, snow removal, snow grooming, and over-the-snow or over-the-terrain transportation purposes, and operation of safety and supervision vehicles); I activities relating to the use of the Mountain Recreational Areas (including, without limitation, skiing, snow-boarding, ski-patrol activities, and other over-the-snow activities, hiking, horseback riding, alpine slide, zipline, bicycling, golf and other recreational activities); (d) ski racing and organized events and competitions relating to the activities described in clause I above; I concerts, festivals, art and other shows and displays, fireworks displays, outdoor markets and other performances and special events; (f) lodging, cabins, restaurants, clubs, restrooms and other public use facilities; (g) public access to adjacent U.S. Forest Service lands; (h) public parking facilities and the traffic related thereto; (i) exterior lighting as necessary for the above activities, both temporary and permanent; and (j) other activities permitted by law. The Mountain Activities may occur during daytime and nighttime and may be temporarily or permanently interrupted, discontinued or modified, in whole or in part, from time to time.

Section 3 **Construction Activities.** The Property is located in an area that is or may be subject to or near ongoing construction activities as of the date hereof (collectively, **"Construction Activities"**). The Construction Activities are expected to generate an unpredictable amount of visible, audible and odorous impacts and disturbances. The Construction Activities may include, without limitation: (a) construction traffic (including, without limitation, construction vehicles, equipment and vehicles used or owned by VSR, its affiliates, adjacent landowners, and the employees, agents and contractors of any of them); and (b) construction activities (including, without limitation, grading, excavation, clearing, site work, relocation of roadways and public utilities and construction of improvements) relating to nearby properties or the Mountain Recreational Areas.

Section 4 **Commercial Activities.** A variety of commercial activities (**"Commercial Activities"**) are and may be conducted nearby and adjacent to the Property as of the date hereof (**"Commercial Activity Areas"**). The Commercial Activities are expected to generate an unpredictable amount of visible, audible and odorous impacts and disturbances. The Commercial Activities may include, without limitation: (a) operation of full-service hotel(s) and/or timeshare, vacation club or similar facilities, which may include health spa(s) with associated swimming pool(s) and other indoor or outdoor recreational facilities; (b) meetings, conferences, banquets and other group events; (c) sales and rentals of clothing,

skis, ski-related equipment, other over-the-snow equipment, bicycles, and other recreational equipment; (d) sales of tickets for chairlifts, gondolas, other transportation systems, and other activities and events conducted on the Mountain Recreational Areas; I indoor and outdoor restaurant and bar operations (including, without limitation, the sale of food and alcoholic and non-alcoholic beverages for on-site and off-site consumption and preparation of hot and cold food (through the use of barbecue grills, fire pits and other smoke and/or odor producing means) and beverages at indoor and outdoor facilities on and immediately adjacent to the Development Property; (f) sales of services relating to skiing, other over-the-snow activities, and other recreational activities (including, without limitation, tuning, waxing, repairing, mounting of bindings on, renting, storing and transporting skis, snowboards and similar equipment, ski schools and other forms of individual and group lessons, tours and excursions); (g) public use of the adjacent properties for access to the Mountain Recreational Areas, vehicle passenger drop-off and pick-up, locker room, changing room, rest room and lounge purposes in designated areas, and short-term clothing and equipment storage; (h) parking activities (including, without limitation, activities relating to valet parking or parking relating to adjacent proper-ties); (i) the installation, operation and maintenance of illuminated and non-illuminated signage; G) concerts and other outdoor and indoor entertainment, performances and special events, which may include amplified live or recorded music; (k) drone operations; (l) any operation of one or more treatment facility the County; and (m) other uses or activities permitted by law.

Section 5 Amenities Activities. A variety of activities (“**Amenities Activities**”) are to be conducted nearby and adjacent to the Property as of the date hereof (“**Amenities Activity Areas**”). The Amenities Activities are expected to generate an unpredictable amount of visible, audible and odorous impacts and disturbances. The Amenities Activities may include, without limitation, swimming pools, saunas, steam rooms, hot tubs, cold tubs, recreation facilities, fitness facilities, locker and changing rooms, bowling lanes, and other indoor and outdoor activities and services.

Section 6 Waiver and Release. Declarant and the Owners acknowledge that the Mountain Activities, the Construction Activities, the Commercial Activities, and the Amenities Activities and the impacts and disturbances generated by the Mountain Activities, the Construction Activities, the Commercial Activities, and the Amenities Activities may occur in and around the Property, may occur in the daytime or nighttime, and may be temporarily or permanently interrupted, discontinued or modified, in whole or in part, from time to time. Declarant and the Owners acknowledge that the Mountain Recreational Areas and the Commercial Activities Areas may be reconfigured from time to time and that users of such areas may trespass onto the Property (provided that nothing herein shall be deemed to provide consent on the part of Declarant or the Owners to such trespassing, and as relating to such trespassing users only, Declarant and the Owners shall retain all rights and remedies available under applicable law and equity with respect to any trespassing on the Property). Declarant and the Owners forever waive and release any claims Developer, its successors and assigns may have against VSR, VSR’s affiliates, the owner(s) and/or operator(s) of the Mountain Recreational Areas, the owner(s) and/or operator(s) of the Commercial Activity Areas, and their successors and assigns, which in any way arise out of the impacts and disturbances generated from the Mountain Activities, the Construction Activities, the Commercial Activities, or the Amenities Activities or the reconfiguration of the Mountain Recreational Areas or the Commercial Activities Areas

Section 7 Use Rights. Declarant and the Owners acknowledge that no right is created or arises from these Covenants, or from ownership of the Property, either: (a) to use the skiing facilities and recreation areas adjacent to the Property, including, without limitation, the Mountain Recreational Areas or the Commercial Activity Areas; or (b) to any waiver or discount of the prices charged for lift tickets or other fees charged to users of the Mountain Recreational Areas or the Commercial Activity Areas. Any right that Declarant or any Owner acquires to use the Mountain Recreational Areas or Commercial Activity Areas may be created or arise, if at all, only through a separate agreement with or license granted by the owners or operators of the Mountain Recreational Areas or Commercial Activity Areas and is not derived in any way through this Declaration or ownership of the Property. Notwithstanding the proximity of the Property to skiing operations conducted in the Mountain Recreational Areas, VSR does not and shall not

have any obligation to provide or assure the Property of “ski-in” or “ski-out” access in the course of the use of those skiing facilities, and Declarant and the Owners acknowledge that such access may not be available and that in any case VSR and its affiliates do not control the provision of such access. Without limitation on the generality of the foregoing, VSR specifically discloses, and Declarant and the Owners specifically acknowledge that the means and ways of access from and to Mountain Recreational Areas are presently owned and controlled by the United States Forest Service.

Section 8 No View Easement. Notwithstanding any oral, written, or other representation made to Declarant or Owners to the contrary by VSR, any real estate agency or any agent, employee or representative of VSR, or any other person, Declarant and the Owners acknowledge and agree, there is no easement or other right, express or implied, for the benefit of Declarant, the Owners or the Property for light, view or air included in or created by this Declaration or as a result of Declarant or the Owners owning the Property. Declarant and the Owners acknowledge and agree that any view, sight lines, or openings for light or air available from the Property as of the date hereof, may be blocked or altered in whole or in part in the future by virtue of natural or unnatural causes, including, without limitation, (i) future construction or expansion of commercial or residential buildings or facilities, (ii) future construction or expansion of ski lifts, gondolas, and associated lift poles and lift towers and ski operations support facilities, and placement of temporary facilities such as tents, bleachers, viewing and presentation towers and related facilities (collectively, “**Ski Operations Items**”), or (iii) natural (including, but not limited to, disease or insects such as pine beetles) or unnatural loss or alteration of vegetation or mountain slopes. **VSR HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, OBLIGATIONS OR LIABILITIES CONCERNING EASEMENTS OR OTHER RIGHTS, WHETHER EXPRESS OR IMPLIED, FOR LIGHT, AIR, OR VIEW IN THE PROPERTY; DECLARANT AND THE OWNERS HEREBY ACCEPT SUCH DISCLAIMER, AND AGREE THAT VSR AND ITS AFFILIATES SHALL NOT HAVE ANY OBLIGATION OR LIABILITY FOR, AND WAIVE ANY CLAIM AGAINST VSR OR ITS AFFILIATES, AND THEIR CONTRACTORS OR AGENTS, RELATED TO ANY LOSS OF LIGHT, AIR, OR VIEW THAT MAY AFFECT THE PROPERTY.**

Section 9 Other Properties. Declarant and the Owners acknowledge that other properties are located adjacent to and in the general vicinity of the Property (“**Other Properties**”) and that the Other Properties may be developed pursuant to the land uses permitted by applicable zoning ordinances, as may be amended from time to time (collectively, “**Ordinances**”), as well as any other governmental rules, regulations or policies in effect now or in the future which are applicable to the Other Properties. Neither VSR nor VSR’s employees, agents, officers, directors and affiliates make any representations concerning the planned uses of the Other Properties. Declarant and the Owners further acknowledge that the zoning for the Property and the Other Properties is established and governed by the Ordinances. Any amendment of those Ordinances requires approval of the County. Declarant and the Owners acknowledge that neither Declarant nor the Owners have relied upon any statements or representations regarding the Property or the Other Properties, including, without limitation, any representations made by VSR or any agents or employees of VSR or any real estate agency or any agent, except for those statements and representations expressly set forth in this Declaration, and Declarant and the Owners waive any right to appear or provide any statement or materials in opposition to any subsequent amendments to the Ordinances or proposals for development by VSR, its affiliates or their designees, pursuant to the Ordinances.

Section 10 Covenants Binding. The covenants, conditions, restrictions and acknowledgments set forth herein touch and concern the Property, are covenants running with the land, are equitable servitudes, and will be binding upon Declarant, the Owners and any person or entity claiming by, through or under Declarant or the Owners, and will inure to the benefit of VSR, its successors and assigns.