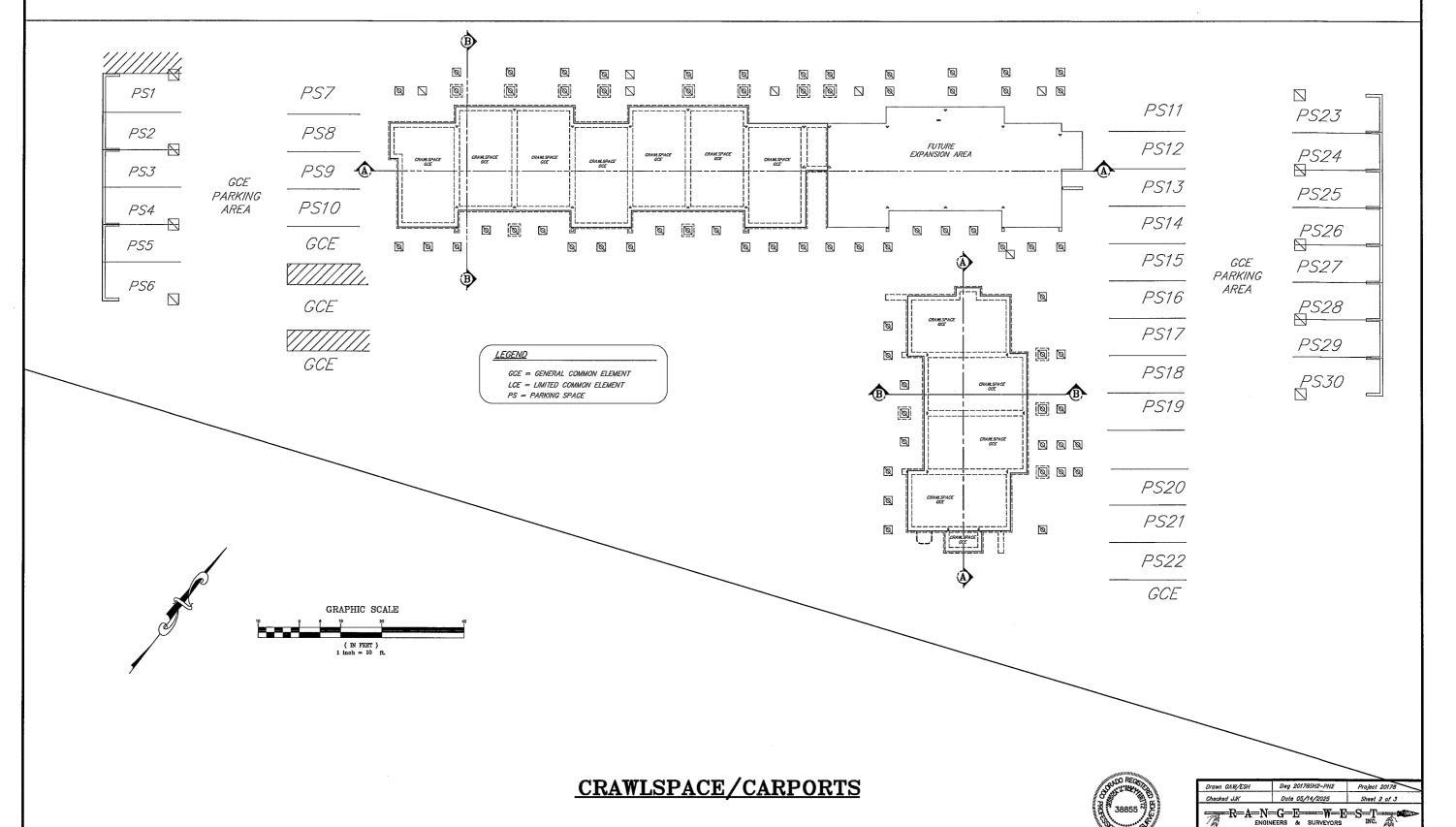


A CONDOMINIUM MAP OF BASECAMP LOFTS + STUDIOS - PHASE 2

UNITS 112-115 & 212-215

LOCATED ON LOT 1, BLOCK A, DISCOVERY INTERCHANGE WEST TOWN OF FRISCO, SUMMIT COUNTY, COLORADO SHEET 2 of 3



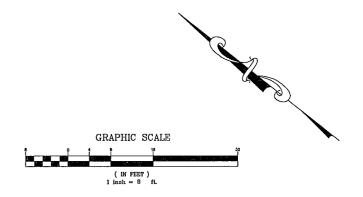
P.O. Box 589 Silverthorne, CO 80498 970-468-6281

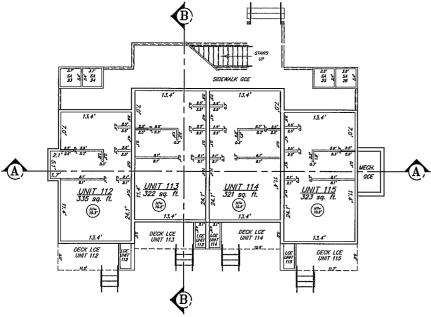
NOTE: ACCORDING TO COLORADO LAIK, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY MININT TRIBLE YOURS AFTER YOU MIST DISCOVER SUCH DEFECT. IN HO EVENT HAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENTED MORE THAN THEY PERSE FROM THE DATE OF THE CERTIFICATION SHOWN HEREOUL A CONDOMINIUM MAP OF

BASECAMP LOFTS + STUDIOS - PHASE 2

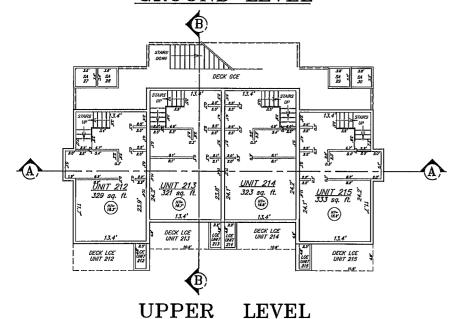
UNITS 112-115 & 212-215

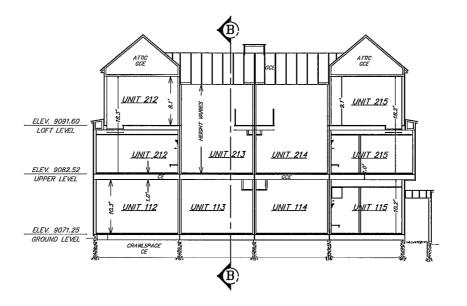
LOCATED ON LOT 1, BLOCK A, DISCOVERY INTERCHANGE WEST TOWN OF FRISCO, SUMMIT COUNTY, COLORADO SHEET 3 of 3



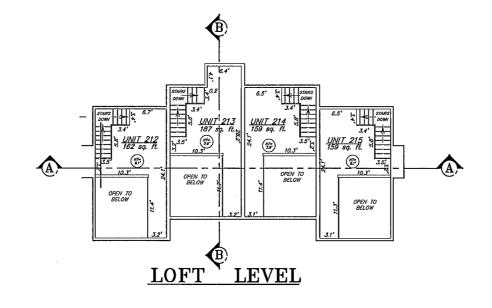


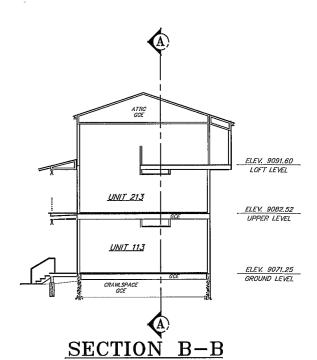






SECTION A-A





<u>LEGEND</u>

GCE = COMMON ELEMENT

LCE = LIMITED COMMON ELEMENT



Drawn GAW/ESH	Dwg 20178SH3-PH2	Project 20178
Checked JJK	Date 05/14/2025	Sheet 3 of 3
	=G=E==₩=E	

HOTE: ACCORDING TO COLORADO LAIK YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT IN NO CHENT LAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN THE YEARS FROM THE DATE OF THE CENTIFICATION SHOWN REPECT.

May 30, 2025 185 Lusher Court Frisco, CO 80443

Town of Frisco PO Box 4100 1 East Main Street Frisco, CO 80443

Subject: Basecamp Lofts + Studios Sale Notice

To whom it may concern:

I (We) desire to sell Lofts + Studios, First Amendment to Condo Declaration, Studios 112 – 115 & Lofts 212 – 215 (the "Units").

I (We) understand that I (We) may offer, advertise, or list for sale my (our) Units in any way we choose; however, for the first thirty (30) days after the above date, the Units shall not be sold, transferred or conveyed to any person, entity or entities other than a household where at least one person works 30 hours per week in the Ten Mile Basin or a business operating in the Ten Mile Basin as defined in Paragraph 13.3 of the Condominium Declaration of Basecamp Lofts + Studios Basecamp Lofts + Studios. After such date, I (We) are free to sell, transfer or convey without concern for the Sale Notice.

Thank you,

WION!

FIRST AMENDMENT TO CONDOMINIUM DECLARATION OF BASECAMP LOFTS + STUDIOS

Name of Common Interest Community: BASECAMP LOFTS + STUDIOS

Type of Common Interest Community: CONDOMINIUM

Name of the Association: BASECAMP LOFTS + STUDIOS

ASSOCIATION, INC.

Person Executing the Amendment: BASECAMP RESIDENCES LLC

FIRST AMENDMENT TO CONDOMINIUM DECLARATION OF BASECAMP LOFTS + STUDIOS

THIS FIRST AMENDMENT TO CONDOMINIUM DECLARATION OF BASECAMP LOFTS + STUDIOS (this "First Amendment") is made as of June ____, 2025, by BASECAMP RESIDENCES LLC, a Colorado limited liability company ("Declarant"). This First Amendment amends and modifies the Condominium Declaration dated February 17, 2025, and recorded February 19, 2025, at Reception No. 1346884, in the records of the Clerk and Recorder of Summit County, Colorado (the "Declaration").

RECITALS

- A. Pursuant to Section 16.1, 16.2.1 and 16.2.5 of the Declaration, Declarant has the right to: (i) create Units and Common Elements within those portions of the Project identified as the "Future Expansion Area", (ii) to file for recording an amendment to the Declaration and Map describing the new Units, and (iii) revise Exhibit B to reflect adjusted Expense Sharing Ratios and Voting Interests following the creation of new Units, revise Exhibit D to reflect a new allocation of Storage Areas, and revise Exhibit E to reflect a new allocation of Parking Spaces.
- B. Declarant now desires to create additional Units within the Community, so Declarant must amend and supplement the Declaration and Map, including amending various Expense Sharing Ratios, Voting Interests, Storage Area allocations, and Parking Space allocations.
 - C. By this First Amendment and the Declaration, the new Units are hereby created.

AMENDMENTS

The following provisions of the Declaration are amended and modified as provided in this First Amendment. All terms with initial capitalization that are not defined in this First Amendment have the definitions ascribed to such terms in the Declaration.

- 1. Exhibit B of the Declaration is hereby deleted in its entirety and replaced with **Exhibit B** attached to this First Amendment.
- 2. Exhibit D of the Declaration is hereby deleted in its entirety and replaced with **Exhibit D** attached to this First Amendment.
- 3. Exhibit E of the Declaration is hereby deleted in its entirety and replaced with **Exhibit E** attached to this First Amendment.
- 4. Except as expressly modified herein, all terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has set its hands and seals on the day and year first set forth above.

DECLARANT:	BASECAMP RESIDENCES LLC, a Colorado limited liability company
	By:
STATE OF COLORADO) COUNTY OF)	
COUNTY OF)	55.
	acknowledged before me this day of June, 2025, by David G. np Residences LLC, a Colorado limited liability company.
Witness my hand and official s	seal.
	Notary Public
	My commission expires:

EXHIBIT B

to

Condominium Declaration of Basecamp Lofts + Studios

Voting Interest and General Expense Sharing Ratio

UNIT	GROSS FLOOR AREA	VOTES	EXPENSE SHARING RATIO*
101	333	3.33	3.91%
102	316	3.16	3.71%
103	316	3.16	3.71%
104	314	3.14	3.68%
105	314	3.14	3.68%
106	315	3.15	3.70%
112	335	3.35	3.93%
113	322	3.22	3.78%
114	321	3.21	3.77%
115	323	3.23	3.79%
201	478	4.78	5.61%
202	492	4.92	5.77%
203	471	4.71	5.53%
204	468	4.68	5.49%
205	490	4.90	5.75%
206	471	4.71	5.53%
207	472	4.72	5.54%
212	491	4.91	5.76%
213	508	5.08	5.96%
214	482	4.82	5.65%
215	492	4.92	5.77%

TOTALS: 8524 85.24 100.02%

^{*}Expense Sharing Ratios are approximate for the purposes of this Exhibit B. Exact expense sharing ratios are calculated as set forth in Section 9.2

EXHIBIT D

to

Condominium Declaration of Basecamp Lofts + Studios

Allocation of Storage Areas

Storage Area	Unit
Number	Allocation
SA1	Unit 101
SA2	Unit 102
SA3	Unit 103
SA4	Unit 104
SA5	Unit 105
SA6	Unit 106
SA7	Unit 107
SA8**	***
SA9	Unit 201
SA10	Unit 202
SA11	Unit 203
SA12	Unit 204
SA13	Unit 205
SA14	Unit 206
SA15	Unit 207
SA 23	Unit 112
SA 24	Unit 113
SA 25	Unit 114
SA 26	Unit 115
SA 27	Unit 212
SA 28	Unit 213
SA 29	Unit 214
SA 30	Unit 215

^{**}To be assigned upon completion of future Project phases

EXHIBIT E

to

Condominium Declaration of Basecamp Lofts + Studios

Allocation of Parking Spaces

Parking Space	Allocated to
Number	Unit Number
PS1	201
PS2	202
PS3	203
PS4	204
PS5	205
PS6	207
PS7	101
PS8	102
PS9	103
PS10	104
PS11**	**
PS12**	**
PS13	105
PS14	106
PS15	107
PS16**	**
PS17**	**
PS18**	**
PS19**	**
PS20	112
PS21	113
PS22	114
PS23	206
PS24**	**
PS25**	**
PS26	212
PS27	213
PS28	214
PS29	215
PS30	115

^{**}To be assigned upon completion of future Project phases

LANDLORD CONSENT TO FIRST AMENDMENT TO CONDOMINIUM DECLARATION AND SUPPLEMENT TO CONDOMINIUM MAP OF BASECAMP LOFTS + STUDIOS

ALPINE INN LLC, a Colorado limited liability company, the owner of the Property and Landlord under the Ground Lease dated May 27, 2022 and recorded on February 18, 2025 at Reception No. 1346785 in the records of the Summit County Clerk and Recorder relating to the Property hereby consents to the recording of the First Amendment to the Condominium Declaration of Basecamp Lofts + Studios and the Supplement to the Condominium Map for Basecamp Lofts + Studios (Phase 2), as well as the imposition of the covenants affecting the Property contained therein. All capitalized terms contained herein shall have the same meaning assigned to them in the foregoing Declaration.

		LPINE INN LLC, a blorado limited liability company
	Ву	
		Lester Warpecha, Manager
STATE OF COLORADO)	
) ss.	
COUNTY OF SUMMIT)	
Supplement to Condominium	m Map of Ba Lester Warp	at to First Amendment to Condominium Declaration and assecamp Lofts + Studios was acknowledged before me this secha as Manager of Alpine Inn LLC.
		Notary Public
		My commission expires:

LENDER CONSENT TO CONDOMINIUM DOCUMENTS FOR BASECAMP LOFTS + STUDIOS

MidWestOne Bank ("Grantee"), deed of trust beneficiary pursuant to a Deed of Trust dated May 16, 2023 and recorded on May 23, 2023 at Reception No. 1311291 of the records of the Clerk and Recorder of the County of Summit, Colorado, upon the subject Property, hereby consents to the recording of the First Amendment to the Condominium Declaration of Basecamp Lofts + Studios (the "*Amendment*") and the Supplement to the Condominium Map for Basecamp Lofts + Studios (Phase 2) (the "*Map Supplement*"), which Amendment and Map Supplement shall run with the land and be binding upon all owners thereof, and the rights of Grantee shall be subordinated thereto, so that the terms of the Amendment and Map Supplement shall apply as though recorded prior to the said Deed of Trust, and the rights pursuant to said Deed of Trust are modified hereby.

LENDER CONSENT TO CONDOMINIUM DOCUMENTS FOR BASECAMP LOFTS + STUDIOS

Housing Investors, LLC ("Grantee"), deed of trust beneficiary pursuant to a Deed of Trust dated May 17, 2023 and recorded on May 23, 2023 at Reception No. 1311296 of the records of the Clerk and Recorder of the County of Summit, Colorado, upon the subject Property, hereby consents to the recording of the First Amendment to the Condominium Declaration of Basecamp Lofts + Studios (the "Amendment") and the Supplement to the Condominium Map for Basecamp Lofts + Studios (Phase 2) (the "Map Supplement"), which Amendment and Map Supplement shall run with the land and be binding upon all owners thereof, and the rights of Grantee shall be subordinated thereto, so that the terms of the Amendment and Map Supplement shall apply as though recorded prior to the said Deed of Trust, and the rights pursuant to said Deed of Trust are modified hereby.

	Housing Investors, LLC a Colorado limited liability company
	By:
STATE OF COLORADO)) ss
COUNTY OF)
to the Condominium Map fo	rst Amendment to the Condominium Declaration and the Supplement or Basecamp Lofts + Studios (Phase 2) was acknowledged before me 2025, by David G. O'Neil, as Manager of Housing Investors bility company.
Witness my hand and	d official seal.
	Notary Public
	My commission expires: