



28/141-

AMENDMENT
AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS,
AND RESTRICTIONS
FOR
THE RIVERWALK AT EDWARDS

THIS AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE RIVERWALK AT EDWARDS (the "Amendment") is made effective as of the date of its recording in the real property records of Eagle County, Colorado.

RECITALS

A. This Amendment is to that certain Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions for The Riverwalk at Edwards dated October 29, 1996, and recorded in the Office of the Clerk and Recorder of Eagle County, Colorado, on October 30, 1996, in Book 710 at Page 41, under Reception No. 606020 (the "Master Declaration"). Any capitalized term used herein without separate definition shall have the meaning ascribed to such term in the Master Declaration.

B. Pursuant to Section 15.1 of the Master Declaration, approval of 75% of all Owners other than the Declarant and 75% of all First Mortgagees is required in order to amend the Master Declaration. Such provision in the Declaration regarding the necessary percentage of Owners has been revised by Colorado statute effective June 6, 2005, which has revised the percentage approval in the Declaration to 67% of all Owners.

C. As evidenced by their execution of this Amendment below, the required number of Owners (being all of the Building Associations subject to the Master Declaration) and the required number of the First Mortgagees desire to amend certain provisions of the Master Declaration as more particularly described herein, and by this Amendment do hereby make such amendments. The Declarant joins in this Amendment in order to evidence its agreement to the terms, provisions and amendments contained herein.

NOW, THEREFORE, the provisions of the Master Declaration are hereby amended as follows:

ARTICLE II
DEFINITIONS

1. Allocated Interests. The provisions of Section 2.3 are deleted in their entirety and replaced with the following:

Allocated Interest. "Allocated Interest" shall mean the interest allocated to each Developed Lot expressed as a percentage as set forth in Exhibit B attached hereto and incorporated herein by reference. Allocated Interests govern voting rights, assessment obligations and ownership interests for all Developed Lots.

2. Assessments. The provisions of Section 2.5 are deleted in their entirety and replaced with the following:

Assessments. "Assessments" shall mean the type of assessments described in Article V below, including Annual, Special, Default, Real Estate Transfer and Civic Assessments. Any reference to an "Assessment" in this Declaration shall be deemed to include a reference to each of the Annual, Special, Default, Real Estate Transfer and Civic Assessments. Any reference to "Annual, Special and Default Assessments" contained in this Declaration shall be deemed to also include a reference to Real Estate Transfer and Civic Assessments.

3. Sharing Ratio. Section 2.38, the definition of "Sharing Ratio", is deleted in its entirety. All subsequent Sections in Article II shall continue to be numbered as they are currently numbered, as if Section 2.38 were in existence. All references in the Master Declaration to "Sharing Ratio" are hereby changed to "Allocated Interest".

4. Additional Definitions. The following additional Sections are hereby included in Article II of the Master Declaration:

Section 2.41. First Mortgage. "First Mortgage" means a Mortgage that has priority of record over all other recorded liens except those liens made superior by statute (such as general ad valorem tax liens and special assessments) and liens of other associations.

Section 2.42. First Mortgagee. "First Mortgagee" means the Mortgagee under a First Mortgage.

Section 2.43. Mortgage. "Mortgage" means an unpaid and outstanding mortgage, deed of trust or other security instrument recorded in the Office of the Clerk and Recorder of Eagle County, Colorado, which encumbers a Lot or a Condominium Unit.

Section 2.44. Mortgagee. "Mortgagee" means any person or entity named as a mortgagee or beneficiary under any Mortgage, or any successor to the interest of any such person under such Mortgage.

Section 2.45. Net Floor Area. "Net Floor Area" means the sum of the gross horizontal areas of the several floors of a Building measured from the exterior face of exterior walls, or from the centerline of a wall separating two Buildings, but excluding any space where floor-to-ceiling height is less than four and one-half (4.5) feet and excluding any space where adjacent exterior grade (ground level) is higher than twelve (12) inches below the ceiling structure of the space in question, less fifteen percent (15%) of such gross area, and as identified on the "Floor Area" map of each Building submitted to Eagle County, Colorado, as a requirement of the Planned Unit Development Control Document for the Riverwalk at Edwards.

Section 2.46. Condominium Unit Owner. "Condominium Unit Owner" means the owner of any Condominium Unit within the Project.

Section 2.47. Civic Assessment Payee. "Civic Assessment Payee" shall have the meaning given that term in Section 5.7A of this Master Declaration.

ARTICLE III
THE MASTER ASSOCIATION

5. Voting Interest of Lots. The last sentence of Section 3.1 of the Master Declaration is deleted in its entirety and replaced with the following:

Each Owner of a Developed Lot or a Building Association shall be entitled to cast a number of votes on Master Association matters equal to the Allocated Interest of such Owner's or Building Association's Developed Lot (as such Allocated Interest may be adjusted from time to time as provided in Section 3.6 hereinbelow) to be exercised by the Owner of the Developed Lot or the Board of Directors of the Building Association. However, no Owner of a Lot that is not a Developed Lot shall be entitled to vote on association matters until the Lot becomes a Developed Lot as provided in this Master Declaration. In order to vote the interest of a Building Association at any meeting of the Master Association, the individual purporting to exercise such vote must be in possession of an original valid proxy granted by the Building Association and executed by the President of the Building Association

6. Enforcement of Rules and Regulations. Section 3.4 of the Master Declaration is hereby amended by adding the following to the end thereof:

Each Owner of a Lot and Building Association agrees that it shall enforce The Riverwalk at Edwards Rules and Regulations with respect to owners and occupants of their respective Lots, Buildings, and Condominium Units for the benefit of the Master Association.

7. Revisions to Exhibit B When New Buildings Completed. The Master Declaration is hereby amended by the addition of a new Section 3.6 thereto, as follows:

Section 3.6. Notice of Allocated Interest. It is acknowledged that Allocated Interests will change as new Buildings are completed within the Project, thereby converting Lots into Developed Lots. Therefore, at such time as a Lot converts to a Developed Lot, the Owner thereof or Building Association shall provide to the Master Association a map sufficient to permit the Board to determine the Allocated Interest of such Developed Lot. The Master Association shall, after the conversion of any Lot into a Developed Lot and at any other time reasonably determined by the Board, upon the affirmative vote of a majority of the members of the Board, calculate and determine the Allocated Interests for the various Developed Lots and place of record in the office of the Clerk and Recorder of Eagle County, Colorado, a copy of the Notice of Allocated Interests in the form attached hereto as Exhibit C, completed with the then-current Allocated Interests. The Allocated Interest for each Developed Lot, as evidenced by the recording of the Notice of Allocated Interests, shall be presumed to be correct unless made in bad faith or shown to be clearly in error. Upon the recording of a Notice of Allocated Interests, the Allocated Interests of the Developed Lots shown on Exhibit B thereto shall be deemed to be the Allocated Interests shown on Exhibit B to this Master Declaration, and thereafter the Exhibit B

attached to this Master Declaration or to any previously recorded Notice of Allocated Interests shall be of no further force and effect, except to evidence Allocated Interests applicable to Developed Lots prior to the date of the Notice. Action taken pursuant to this Section 3.6 shall be effective to amend Exhibit B, and no other action of the Owners or Mortgagees shall be required to effect same.

ARTICLE V ASSESSMENTS

8. Obligation. The provisions of Section 5.1 of the Master Declaration are hereby amended by deleting the “and” prior to (3) in line six and adding the following to the end thereof:

; and (4) Real Estate Transfer Assessments upon the conveyance of real property subject to this Master Declaration. In addition, each Civic Assessment Payee covenants and agrees to pay to the Master Association the Civic Assessments assessed upon the "Local Sales" (hereinafter defined) pursuant to Section 5.7A hereinbelow, and to be used for any proper Master Association purpose.

9. Apportionment of Annual Assessments. The provisions of Section 5.5 of the Master Declaration are hereby deleted in their entirety and replaced with the following:

Section 5.5. Apportionment of Annual Assessments. Each Owner of a Developed Lot and Building Association shall be responsible for that Owner's or Building Association's share of the Common Expenses, which shall be divided among the Developed Lots on the basis of the Allocated Interest of each of the Developed Lots then subject to assessment. It is understood that no Lot shall be subject to assessment under this Master Declaration until such Lot is a Developed Lot as defined in this Master Declaration, and that a Developed Lot shall be subject to assessment under this Master Declaration from and after the date on which the relevant Lot becomes a Developed Lot notwithstanding the date on which a Notice of Allocated Interests is recorded which determines the Allocated Interest of the Developed Lot. Common Expenses may, in the discretion of the Board, be paid in part from the proceeds of the Civic Assessment, and if so, only that portion of the Common Expenses not paid by proceeds of the Civic Assessment shall be allocated to the Owners and Building Associations pursuant to this Section 5.5.

10. Correction of Certain Section Numbers and Amendment of Section 5.8. Sections 5.7 and 5.8 were inadvertently referenced in the Master Declaration as Sections 6.7 and 6.8. Such Sections are hereby re-numbered to be Sections 5.7 and 5.8. Further, Section 5.8, as renumbered, is amended in line two to add the phrase “ Real Estate Transfer” after the word “Special,”.

11. Civic Assessments. A new Section 5.7A is hereby included in the Master Declaration, and is inserted between Sections 5.7 and 5.8, as follows:

Section 5.7A. Civic Assessments. The Board of Directors shall regularly levy upon and collect from each Owner of a Lot (if the Lot has

not been improved with a Building containing Condominium Units) and each Condominium Unit Owner (each such Owner and Condominium Unit Owner is hereinafter referred to as a "Civic Assessment Payee") an assessment (the "Civic Assessment") in regard to all sales, leases or rentals, commencing ten (10) days after recording this Amendment in the Office of the Clerk and Recorder of Eagle County, Colorado, of (a) tangible personal property made by such Civic Assessment Payee or such Civic Assessment Payee's Lessee or made, consummated, conducted, transacted or occurring within the geographical boundaries of The Riverwalk at Edwards PUD which are subject to the Colorado Emergency Retail Sales Tax Act of 1935 (Colorado Revised Statutes, 1973, Title 39, Article 26), as amended (the "Tax Act"); and (b) other tangible personal property made, consummated, conducted, transacted or occurring within the geographical boundaries of The Riverwalk at Edwards PUD, including, without limitation, the sales of food normally exempted from net sales on line 3b(1) of the Colorado Real Estate Tax Return (Colorado Department of Revenue Form DR0100), as amended. However, the Civic Assessment shall not apply to any gross receipts from sales in connection with (i) any event sponsored by the Master Association, or (ii) any event sponsored by an organization exempt from the provisions of the Tax Act, but only to the extent such gross receipts relate to purchases by the organization for official organization business that are therefore exempt from the provisions of the Tax Act. All sales which are subject to Civic Assessment shall be referred to herein as "Local Sales". All taxes payable on Local Sales pursuant to the Tax Act shall be referred to hereinafter as the "Colorado Sales Tax". Each such Civic Assessment Payee's Civic Assessment shall be determined by multiplying (a) such Civic Assessment Payee's Local Sales that are included within such Civic Assessment Payee's or such Civic Assessment Payee's Lessee's Net Taxable Sales (as defined for purposes of the computation of the Colorado Sales Tax) plus such Civic Assessment Payee's or such Civic Assessment Payee's Lessee's gross receipts from the sale of tangible personal property not covered by the Colorado Sales Tax, including sales of food as described above, times (b) the Civic Assessment Rate determined by the Board of Directors from time to time, but not to exceed one percent (1.0%). As of the date of this Amendment, the Civic Assessment Rate shall be one-half of one percent (0.5%). Each such Civic Assessment Payee's Civic Assessment shall be due and payable without notice to the Master Association each time and at such time as such Civic Assessment Payee or such Civic Assessment Payee's Lessee is required to remit or pay Colorado Sales Tax to the State of Colorado. Each such Civic Assessment Payee shall also deliver to the Master Association without notice true and complete copies of all written reports, returns, statements, records and declarations, including any supplements or amendments thereto (all of which are referred to herein as "Reports") made or provided to the state of Colorado by such Civic Assessment Payee or such Civic Assessment Payee's Lessee's in connection with any Local Sales under the provisions of the Tax Act at such time as such Reports are required to be made to the State of Colorado. If any subsequent adjustments, additions or modifications are made to any Colorado Sales Tax remitted or paid or Report made by any

Civic Assessment Payee or such Civic Assessment Payee's Lessee to the State of Colorado, such Civic Assessment Payee shall within 30 days thereafter so notify the Master Association and provide it with true and complete copies of all Reports or other written material issued or received by such Civic Assessment Payee or such Civic Assessment Payee's Lessee in regard thereto. If any adjustment increases the amount of Colorado Sales Tax a Civic Assessment Payee or such Civic Assessment Payee's Lessee is required to remit or results in a refund of such tax, such Civic Assessment Payee shall accordingly pay an appropriate Civic Assessment or receive an appropriate refund from the Master Association of any excess Civic Assessments previously paid.

12. Real Estate Transfer Assessments. A new Section 5.7B is hereby included in the Master Declaration, and is inserted between Sections 5.7A and 5.8, as follows:

Section 5.7B. Real Estate Transfer Assessment. Upon the occurrence of any transfer, as defined below, the transferee under such transfer shall pay to the Master Association a real estate transfer assessment (the "Real Estate Transfer Assessment") equal to the fair market value, as defined below of the Unit subject to transfer, multiplied by the hereinafter described Real Estate Transfer Assessment Rate, which rate shall be determined from time to time by the Board of Directors, in its discretion and by an act of a majority of the directors. Any such Real Estate Transfer Assessment must be placed of record by the Master Association in the Office of the Clerk and Recorder of Eagle County, Colorado, prior to the enactment of such levy. As of the date of this Amendment, the "Real Estate Transfer Assessment Rate" shall be one percent (1.0%) all transfers subject to the terms, conditions and exclusions as described in this Section 5.7B. The Board of Directors may lower the Real Estate Transfer Assessment Rate by giving notice of any such change by placing a memorandum of same of record in the Office of the Clerk and Recorder of Eagle County, Colorado, and provided, further, that in no event shall the Real Estate Transfer Assessment Rate exceed the percentage set forth above. Notwithstanding the foregoing and in addition to other exemptions from the applicability of the Real Estate Transfer Assessment set forth below, transfers of real property pursuant to bona fide contracts for sale executed by both the buyer and the seller as of November 1, 2005 or thirty (30) days after recording this Amendment in the Office of the Clerk and Recorder of Eagle County, Colorado, whichever is later, shall be exempt from the Real Estate Transfer Assessment so long as the closing of the transfer of the Unit pursuant to such contract occurs on or before December 31, 2005 or ninety (90) ninety days after recording this Amendment in the Office of the Clerk and Recorder of Eagle County, Colorado, whichever is later.

5.7B.1. Definitions.

5.7B.1.1. Transfer. For purposes of this Section 5.7B, "transfer" means and includes, whether in one transaction or in a series of related transactions, any conveyance, assignment, lease or other transfer of beneficial ownership of any Unit, including but not limited to (i) the

conveyance of fee simple title to any Unit (including any conveyance arising out of an installment land contract or a lease containing an option to purchase), (ii) the transfer, in one transaction or a series of related transactions, of 50 percent or more of the outstanding shares of the voting stock of a corporation (other than Declarant) which, directly or indirectly, owns one or more Units, and (iii) the transfer, in one transaction or a series of related transactions, of 50 percent or more of the interest in net profits or net losses of any partnership, limited liability company, joint venture or other entity (each referred to hereinafter as a "Business Association") which, directly or indirectly, owns one or more Units, but "transfer" shall not mean or include the transfers excluded under Subsection 5.7B.2.

5.7B.1.2. Transferee. For purposes of this Section 5.7B, "transferee" means and includes all parties to whom any interest in a Unit passes by a transfer, and each party included in the term "transferee" shall have joint and several liability for all obligations of the transferee under this Section.

5.7B.1.3. Fair Market Value. In the case of a transfer that is in all respects a bona fide sale, "fair market value" of the Unit subjected to transfer shall be the consideration, as such term is defined below, given for the transfer. In the case of a transfer that is a long-term lease not exempt under Subsection 5.7B.2 or is otherwise not in all respects a bona fide sale, fair market value of the Unit subjected to transfer shall be determined by the Master Association. A transferee may make written objection to the Master Association's determination within fifteen (15) days after the Master Association has given notice of such determination, in which event the Master Association shall obtain an appraisal, at the transferee's sole expense, from a real estate appraiser of good reputation, who is qualified to perform appraisals in Colorado, who is familiar with Eagle County real estate values, and who shall be selected by the Master Association. The appraisal so obtained shall be binding on both the Master Association and the transferee. The above provisions to the contrary notwithstanding, where a transferee does not make a full report of a transfer within fifteen (15) days after the time required by this Section for making such report, the transferee shall be deemed to have waived all right of objection concerning fair market value, and the Master Association's determination of such value shall be binding.

5.7B.1.4. Consideration. For purposes of this Section 5.7B, "consideration" means and includes the total of money paid (or purchase price) and the fair market value of any property delivered, or contracted to be paid or delivered, in return for the transfer of any Unit, and includes any money or property paid or delivered to obtain a contract right to purchase any Unit, and the amount of any note, contract indebtedness (including without limitation, obligations which could be characterized as contingent land gain), or rental payment reserved in connection with such transfer, whether or not secured by any lien, mortgage, or other encumbrance, given to secure the transfer price, or any part thereof, or remaining unpaid on the property at the time of transfer, whether or not

assumed by the transferee. The term "consideration" does not include the amount of any outstanding lien or encumbrance for taxes, special benefits or improvements in favor of the United States, the State of Colorado, or a municipal or quasi-municipal governmental corporation or district.

5.7B.2 Exclusions. The Real Estate Transfer Assessment shall not apply to any of the following, except to the extent that they are used for the purpose of avoiding the Real Estate Transfer Assessment:

5.7B.2.1 any transfer to the United States, or any agency or instrumentality thereof, the state of Colorado, any county, city and county, municipality, district or other political subdivision of the State of Colorado;

5.7B.2.2 any transfer to or from the Master Association;

5.7B.2.3 any transfer, whether outright or in trust, that is for the benefit of the transferor or his or her relatives, but only if there is no more than nominal consideration for the transfer. For the purposes of this exclusion, the relatives of a transferor shall include all lineal descendants of any grandparent of the transferor, and the spouses of the descendants. Any person's stepchildren and adopted children shall be recognized as descendants of that person for all purposes of this exclusion. For the purposes of this exclusion, a distribution from a trust shall be treated as a transfer made by the grantors of the trust, in the proportions of their respective total contributions to the trust;

5.7B.2.4 any transfer arising solely from the termination of a joint tenancy or the partition of property held under common ownership, except to the extent that additional consideration is paid in connection therewith;

5.7B.2.5 any transfer or change of interest by reason of death, whether provided for in a will, trust or decree of distribution;

5.7B.2.6 any transfer made (i) by a majority-owned subsidiary to its parent corporation or by a parent corporation to its majority-owned subsidiary, or between majority-owned subsidiaries of a common parent corporation, in each case for no consideration other than issuance, cancellation or surrender of the subsidiary's stock; or (ii) by a partner, member or a joint venturer (each, a "Business Association Member") to a Business Association in which the Business Association Member has not less than a 50 percent interest, or by a Business Association to a Business Association Member holding not less than a 50 percent interest in such Business Association, in each case for no consideration other than the issuance, cancellation or surrender of the interests in the Business Association, as appropriate; or (iii) by a corporation to its shareholders, in connection with the liquidation of such corporation or other distribution of property or dividend in kind to shareholders, if the Unit is transferred generally pro rata to its shareholders, and no consideration is paid other than the cancellation of such corporation's stock; or (iv) by a

Business Association to its Business Association Members, in connection with a liquidation of the Business Association or other distribution of property to the Business Association Members, if the Unit is transferred generally pro rata to its Business Association Members, and no consideration is paid other than the cancellation of the Business Association Members' interests; or (v) to a corporation or Business Association where such entity is owned in its entirety by the persons transferring the Unit and such persons have the same relative interests in the transferee entity as they had in the Unit immediately prior to such transfer, and no consideration is paid other than the issuance of each such persons' respective stock or other ownership interests in the transferee entity; or (vi) by any person(s) or entity(ies) to any other person(s) or entity(ies), whether in a single transaction or a series of transactions where the transferor(s) and the transferee(s) are and remain under common ownership and control as determined by the Board of Directors in its sole discretion applied on a consistent basis; provided, however, that no such transfer or series of transactions shall be exempt unless the Board of Directors finds that such transfer or series of transactions (x) is for no consideration other than the issuance, cancellation or surrender of stock or other ownership interest in the transferor or transferee, as appropriate, (y) is not inconsistent with the intent and meaning of this Subsection 5.7B.2.6, and (z) is for a valid business purpose and is not for the purpose of avoiding the obligation to pay the transfer Assessment. In connection with considering any request for an exception under Subsection 5.7B.2.6 (vi), the Board of Directors may require the applicant to submit true and correct copies of all relevant documents relating to the transfer setting forth all relevant facts regarding the transfer, stating that in their opinion the transfer is exempt under this Subsection 5.7B.2.6 (vi), and setting forth the basis for such opinion;

5.7B.2.7 any transfer made solely for the purpose of confirming, correcting, modifying or supplementing a transfer previously recorded, making minor boundary adjustments, removing clouds on titles, or granting easements, rights-of-way or licenses;

5.7B.2.8 any transfer pursuant to any decree or order of a court of record determining or vesting title, including a final order awarding title pursuant to a condemnation proceeding, but only where such decree or order would otherwise have the effect of causing the occurrence of a second assessable transfer in a series of transactions which includes only one effective transfer of the right to use or enjoyment of a Unit;

5.7B.2.9 any lease of any Unit (or assignment or transfer of any interest in any such lease) for a period of less than thirty (30) years;

5.7B.2.10 any transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation, including transfers in connection with foreclosure of a deed of trust or mortgage or transfers in connection with a deed given in lieu of foreclosure;

5.7B.2.11 the subsequent transfer(s) of a Unit involved in a "tax free" or "tax deferred" trade under the Internal Revenue Code wherein the interim owner acquires property for the sole purpose of reselling that property after the trade. In these cases, the first transfer of title is subject to transfer Assessment, and subsequent transfers will only be exempt as long as a transfer Assessment has been paid in connection with the first transfer of such Unit in such exchange;

5.7B.2.12 the transfer of a Unit without consideration (other than potential tax benefit) to an organization which is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code, as amended (or any comparable statute), provided that the Board of Directors specifically approves such exemption in each particular case;

5.7B.2.13 any transfer made by a corporation or other entity, for consideration, (1) to any other corporation or entity which owns 100 percent of its equity securities (a "Holding Company"), or (2) to a corporation or entity whose stock or other equity securities are owned, directly or indirectly, 100 percent by such Holding Company;

5.7B.2.14 any transfer from a partially-owned direct or indirect subsidiary corporation to its direct or indirect parent corporation where consideration is paid for, or in connection with, such transfer; however, unless such transfer is otherwise exempt, such exemption shall apply only to the extent of the direct or indirect beneficial interest of the transferee in the transferor immediately prior to the transfer. For example, if corporation A owns 60 percent of corporation B, and corporation B owns 100 percent of corporation C and corporation C conveys a Unit to corporation A for \$200,000, 60 percent of the transfer Assessment would be exempt and a transfer Assessment would be payable only on \$80,000 (i.e., 40 percent of the \$200,000 consideration); and

5.7B.2.15 the consecutive transfer of a Unit wherein the interim owner acquires such Unit for the sole purpose of immediately reconveying such Unit, but only to the extent there is no consideration to the interim owner and such interim owner receives no right to use or enjoyment of such Unit, provided the Board of Directors specifically approves such exemption in each particular case. To the extent that consideration is paid to, or for the benefit of, the interim owner, the additional consideration shall be a transfer subject to Assessment. In these cases, the first transfer of title is subject to the transfer Assessment and subsequent transfers will only be exempt as long as a transfer Assessment has been paid in connection with the first transfer of such Unit in such consecutive transaction and only to the extent there is no consideration to the interim owner.

**ARTICLE XII
DAMAGE OR DESTRUCTION**

13. Disbursement of Funds for Repair and Reconstruction. The last sentence of Section 12.5 of the Master Declaration is hereby deleted in its entirety and replaced with the following:

If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners and/or Building Associations in proportion to the contributions each Owner and/or Building Association made as Special Assessments, then in shares proportional to each Lot's Allocated Interest, first to the Mortgagees, if any, and then to the Owners and/or Building Associations, as their interests appear.

**ARTICLE XV
MORTGAGEE'S RIGHTS**

14. Approval Requirements. Section 15.1 of the Master Declaration is hereby amended by deleting the introductory sentence thereof and replacing same with the following:

Unless at least a majority of all First Mortgagees (on the basis of one vote for each First Mortgage held by each First Mortgagee) have given their prior written approval, the Master Association shall not be entitled to:

**ARTICLE XVI
DURATION OF THESE COVENANTS AND AMENDMENT**

15. Amendment. The provisions of Section 16.2 of the Master Declaration are hereby amended by the deletion of the first sentence thereof.

EXHIBITS

16. Exhibit B. Exhibit B to the Master Declaration is hereby deleted and replaced with Exhibit B attached hereto and incorporated herein and in the Master Declaration by this reference.

17. Exhibit C. The Master Declaration is hereby amended by the addition of an Exhibit C thereto, in the form of Exhibit C attached hereto and incorporated herein and in the Master Declaration by this reference.

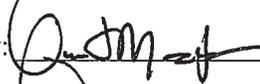
GENERAL PROVISIONS

18. Except as herein expressly amended and modified hereby, all the terms and provisions of the Master Declaration remain unchanged and in full force and effect.

19. In case of any conflict between the terms of this Amendment and the Master Declaration, the provisions hereof shall prevail.

IN WITNESS WHEREOF, the undersigned has executed this Amendment effective as of the date set forth in the first paragraph hereof.

THE RIVERWALK AT EDWARDS PROPERTY OWNERS ASSOCIATION, INC.

By: 

William MacFarlane, President

CERTIFICATION

The undersigned officer of THE RIVERWALK AT EDWARDS PROPERTY OWNERS ASSOCIATION, INC., a Colorado nonprofit corporation, hereby certifies that all necessary Owners and First Mortgagees have consented to this Amendment to Declaration of Covenants, Conditions and Restrictions for The Riverwalk at Edwards as required by Section 15.1 of the Master Declaration.

THE RIVERWALK AT EDWARDS PROPERTY OWNERS ASSOCIATION, INC.

By: 

William MacFarlane, President

STATE OF COLORADO)

) ss.

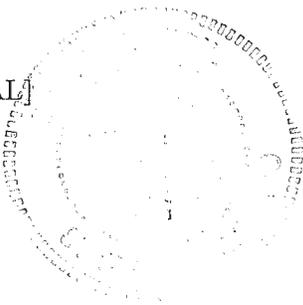
COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this 18th day of NOVEMBER, 2005, by William MacFarlane as President of THE RIVERWALK AT EDWARDS PROPERTY OWNERS ASSOCIATION, INC., a Colorado nonprofit corporation.

WITNESS my hand and official seal.

My commission expires: November 21, 2007

[SEAL]




Notary Public



**EXHIBIT B
ALLOCATED INTERESTS**

	Square Footage	% Square Footage
Amber Building	44,550.20	11.454569530%
Bank Building	14,920.42	3.836278811%
Crystal Building	20,175.70	5.187495420%
Diamond Building	30,708.00	7.895518339%
Emerald Building	21,104.70	5.426356191%
1st & Main Building	36,223.60	9.313667387%
River Centre Buildin	43,118.20	11.086379408%
Theatre Building	10,923.60	2.808632413%
Topaz Building	18,689.40	4.805343899%
Village Market Build	31,176.80	8.016054323%
Opal Building	32,715.70	8.411730146%
Garnet Building	37,616.18	9.671721996%
Quartz Building	19,167.00	4.928142504%
Ruby Building	27,840.00	7.158109632%
	388,929.50	100.00%

EXHIBIT C
FORM OF NOTICE OF ALLOCATED INTERESTS

NOTICE
OF
ALLOCATED INTERESTS

This Notice of Allocated Interests (the "Notice") is made as of _____, 20____, by The Riverwalk at Edwards Property Owners Association, Inc., a Colorado nonprofit corporation (the "Master Association").

WITNESSETH:

WHEREAS, the Master Association is the property owners' association formed pursuant to that certain Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions for The Riverwalk At Edwards dated October 29, 1996, and recorded in the Office of the Clerk and Recorder of Eagle County, Colorado, on October 30, 1996, in Book 710 at Page 41, under Reception No. 606020, as amended from time to time (the "Master Declaration") (all capitalized terms herein shall have the meaning as defined in the Master Declaration, unless otherwise defined herein); and

WHEREAS, in Section 3.6 of the Master Declaration, the Master Association is required to periodically calculate and determine the Allocated Interests for the various Developed Lots and record a notice of allocated interests in the real estate records of Eagle County, Colorado, evidencing same; and

WHEREAS, by majority vote of the Board of the Master Association at a meeting held on _____, 20____, the Master Association calculated and determined the Allocated Interests for the various Developed Lots within the Master Association as described on Exhibit B attached hereto and incorporated herein by this reference.

NOW, THEREFORE, the Master Association hereby records this Notice to evidence that it has calculated and determined the Allocated Interests for the various Developed Lots within the Master Association and that the Allocated Interests are as described on Exhibit B attached hereto, as of the date of this Notice. Any prior recorded Notices of Allocated Interests recorded by the Master Association are hereby revoked and terminated in all respects, except to evidence Allocated Interests applicable to Developed Lots prior to the date of this Notice.

IN WITNESS WHEREOF, the Master Association has executed this Notice of Allocated Interests as of the date first above written.

THE RIVERWALK AT EDWARDS PROPERTY OWNERS ASSOCIATION, INC., a Colorado nonprofit corporation

By: _____
Name: _____
Title: _____

STATE OF COLORADO)

) ss.

COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of THE RIVERWALK AT EDWARDS PROPERTY OWNERS ASSOCIATION, INC., a Colorado nonprofit corporation.

WITNESS my hand and official seal.

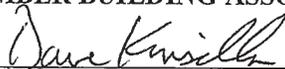
My commission expires: _____.

[SEAL]

Notary Public

IN WITNESS WHEREOF, the undersigned has executed this Amendment effective as of the date set forth in the first paragraph hereof.

RIVERWALK AMBER BUILDING ASSOCIATION

By: 
Name: DAVE KINSELLA
Title: PRESIDENT

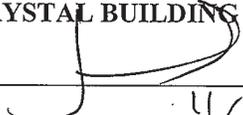
IN WITNESS WHEREOF, the undersigned has executed this Amendment effective as of the date set forth in the first paragraph hereof.

RIVERWALK BANK BUILDING CONDOMINIUMS, INC.

By: Linda Hill
Name: Linda Hill
Title: President

IN WITNESS WHEREOF, the undersigned has executed this Amendment effective as of the date set forth in the first paragraph hereof.

RIVERWALK CRYSTAL BUILDING ASSOCIATION

By: 
Name: 11/1/05 John Sarba
Title: President

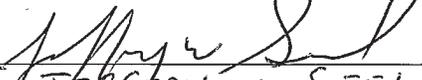
IN WITNESS WHEREOF, the undersigned has executed this Amendment effective as of the date set forth in the first paragraph hereof.

RIVERWALK DIAMOND BUILDING ASSOCIATION

By: 
Name: Mr. Schmidt
Title: President, R.D.B. Ass

IN WITNESS WHEREOF, the undersigned has executed this Amendment effective as of the date set forth in the first paragraph hereof.

RIVERWALK EMERALD BUILDING ASSOCIATION

By: 
Name: JEFFERY W SEEL
Title: PRESIDENT

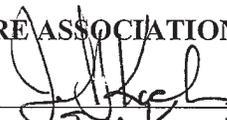
IN WITNESS WHEREOF, the undersigned has executed this Amendment effective as of the date set forth in the first paragraph hereof.

1ST & MAIN CONDOMINIUM ASSOCIATION

By: *Samuel M. Trezza*
Name: *Samuel M. Trezza*
Title: *President*

IN WITNESS WHEREOF, the undersigned has executed this Amendment effective as of the date set forth in the first paragraph hereof.

RIVER CENTRE ASSOCIATION

By: 
Name: Jeff Koch
Title: secretary / Treasure

IN WITNESS WHEREOF, the undersigned has executed this Amendment effective as of the date set forth in the first paragraph hereof.

RIVERWALK THEATRE BUILDING CONDOMINIUM ASSOCIATION, INC.

By:  _____

Name: Steve Lindstrom

Title: Pres.

IN WITNESS WHEREOF, the undersigned has executed this Amendment effective as of the date set forth in the first paragraph hereof.

RIVERWALK TOPAZ BUILDING ASSOCIATION

By: K Marchetti
Name: Kew Marchetti
Title: President

IN WITNESS WHEREOF, the undersigned has executed this Amendment effective as of the date set forth in the first paragraph hereof.

**RIVERWALK VILLAGE MARKET BUILDING
CONDOMINIUM ASSOCIATION, INC.**

By: Todd Horn
Name: [Signature]
Title: pres

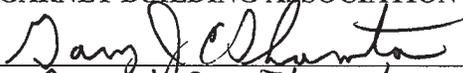
IN WITNESS WHEREOF, the undersigned has executed this Amendment effective as of the date set forth in the first paragraph hereof.

RIVERWALK OPAL BUILDING ASSOCIATION

By: Keith Countryman
Name: KEITH COUNTRYMAN
Title: HOA PRESIDENT

IN WITNESS WHEREOF, the undersigned has executed this Amendment effective as of the date set forth in the first paragraph hereof.

RIVERWALK GARNET BUILDING ASSOCIATION

By: 
Name: Gary J. Thornton
Title: President

IN WITNESS WHEREOF, the undersigned has executed this Amendment effective as of the date set forth in the first paragraph hereof.

RIVERWALK QUARTZ BUILDING ASSOCIATION

By: Riverwalk Associates LLP
Name: Dulcie Christie
Title: Declarant