

EXAMINED

FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
RIVERWALK RECREATION ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS:

A. Talley Corporation, a Colorado corporation, executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions of Riverwalk Recreation Association, recorded July 23, 1985, in Book 4503, at Page 543 in the office of the Clerk and Recorder of Arapahoe County, Colorado, as amended ("Declaration").

B. Talley Corporation assigned all of its rights as Declarant under the Declaration to BCORP HOLDINGS (CENTENNIAL), INC., a Colorado corporation ("Declarant"), pursuant to that certain Assignment of Declarant Rights, recorded SEPTEMBER 26, 1994 in Book 7716 at Page 763 in the office of the Clerk and Recorder of Arapahoe County, Colorado; and

C. In addition to receiving an assignment of Declarant rights under the Declaration, Declarant owns fee simple title to certain real property within the Properties subject to the Declaration, including the private road leading from Prince Street into the Properties, the gatehouse located thereon, and the clubhouse facility located to the southwest of and adjacent to such road.

D. Article VIII, Section 1(b) of the Declaration provides that any material provision contained in the Declaration concerning, among other things, voting rights may be amended or added to the Declaration by the recording of a written instrument executed by at least sixty-seven percent (67%) of Class A members, sixty-seven percent (67%) of the Class B members, sixty-seven percent (67%) of the Class C member, and fifty-one percent (51%) of the First Mortgagees. Except as otherwise specified in the Declaration, Article IX, Section 6 thereof requires the approval of fifty-one percent (51%) of the Members of each class for an amendment to the Declaration.

E. Declarant, as nominee, is the sole Class C member. The undersigned represent at least sixty-seven percent of the Class A members and fifty-one percent of the First Mortgagees. There are no Class B members.

F. Declarant, and the undersigned, desire to amend the Declaration to include the contents of this First Amendment.

NOW THEREFORE, the undersigned hereby state and declare as follows:

Section 8. Design Review Fee. The Design Review Committee may, in its guidelines or rules, provide for the payment of a fee to accompany each request for approval of any proposed Improvement to Properties. The Design Review Committee may provide that the amount of such fee shall be uniform for similar types of any proposed Improvement to Properties or that the fee shall be determined in any other reasonable manner, such as based upon the estimated cost of the proposed Improvement to Properties.

Section 9. Decision of Committee. The decision of the Design Review Committee relating to either a preliminary or final submission shall be made within thirty (30) days after receipt by the Design Review Committee of all materials required by the Design Review Committee unless such time period is extended by mutual agreement. The decision shall be in writing and, if the decision is not to approve a proposed Improvement to Properties, the reasons therefor shall be stated. The decision of the Design Review Committee shall be promptly transmitted to the Applicant at the address furnished by the Applicant to the Design Review Committee.

Section 10. Appeal to Association Board. If the Design Review Committee denies, imposes conditions on, or refuses approval of a proposed Improvement to Properties, the Applicant may appeal to the Board of Directors by giving written notice of such appeal to the Association within twenty (20) days after such denial or refusal. The Board of Directors shall decide whether or not the proposed Improvement to Properties or the conditions imposed by the Design Review Committee shall be approved, disapproved or modified at a hearing after notice to the Applicant, provided that any such determination to any Applicant may be appealed by said Applicant to a court of law.

Section 11. Failure of Committee to Act on Plans. Any request for approval of a proposed Improvement to Properties shall be deemed approved unless disapproval or a request for additional information or materials is transmitted to the Applicant by the Design Review Committee within thirty (30) days after the date of receipt by the Design Review Committee of all required materials.

Section 12. Certificate of Compliance. Upon completion of the Improvement to Properties, the Applicant's architect, engineer or any other professional consultant approved by the Design Review

after the date of recording of this First Amendment to Declaration, Declarant shall convey to the City of Littleton, or if not accepted by it, to the Association that portion of Declarant's Property consisting of the private road into the Properties and, Declarant shall convey to the Association the gatehouse located thereon. Until such conveyance is completed, all Owners are hereby granted a right to use such private road for access to and from the Properties. In addition, on or before the date on which Declarant's reserved right to appoint the Board of Directors expires, pursuant to Article III, Section 3 above, Declarant shall convey to the Association that portion of Declarant's Property consisting of the clubhouse as more particularly described in Article I. Until such time as Declarant conveys portions of Declarant's Property to the Association, Declarant, as owner of Declarant's Property, shall retain all rights of ownership incident to Declarant's Property, including without limitation, the right to control and limit the use of the clubhouse located thereon, at its sole discretion. Furthermore, Declarant reserves the right, after conveyance to the Association of the private road and gatehouse referenced above, to refurbish and enhance the gatehouse structure, provided that such improvements shall be at Declarant's sole cost and expense."

Further, Article VI, Section 4 of the Declaration is hereby amended by the addition of the following language before the last sentence of Section 4:

"Declarant shall also have the right, at its sole discretion, to use any portions of the Common Property as sales and/or other offices and to staff such offices with employees or agents of Declarant. This right to operate sales offices shall expire conterminously with the expiration of Declarant's reserved right to appoint the Board of Directors."

19. The reference in the first sentence of Article VIII, Section 2 to the Master Association is hereby amended to refer to the Association.

20. Article VIII, Section 3 of the Declaration is hereby amended to read in full as follows:

Audit. At any time after that date on which the Properties have been expanded pursuant to Article IX, Section 4 below to include three hundred (300) or more Townhomes and/or Condominium Units, the Association shall provide an audited financial statement for the

enjoyment of Common Property including, but not limited to the right of the Association (i) to establish reasonable charges for the use of any facilities located on the Common Property by Members or non-Members, (ii) to rent or otherwise allow the exclusive use of any portion of the Common Property to a specific individual Member or non-Member for such purposes and such time-periods as the Board of Directors deems appropriate; and (ii) to terminate, either temporarily or permanently, staffing of the guardhouse located on the private entrance way into the Properties. Any such rules and regulations shall be reasonable and uniformly applied. Rules and regulations shall be effective only upon adoption by resolution of the Board of Directors. Written notice of the adoption, amendment or repeal of any rule or regulation shall be posted at the Association office, and copies of the currently effective rules and regulations shall be made available to each Member upon request and payment of the copying cost. Each Member shall comply with such rules and regulations and shall see that guests and invitees of such Member comply with the rules and regulations. Rules and regulations shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of conflict between the rules and regulations and the provisions of this Declaration, the provisions of this Declaration shall prevail; and".

9. The third paragraph of Article III, Section 2 of the Declaration is hereby amended to read in full as follows:

"Class C. The Class C Member shall be Declarant and shall be entitled to one vote for each Apartment Unit, Lot or Condominium Unit which it owns."

10. Article III, Section 3 of the Declaration is hereby amended to read in full as follows:

"Reservation. Notwithstanding the foregoing voting rights, Declarant hereby reserves for itself the right to appoint the Board of Directors of the Association until the date which is fifteen (15) years from the recording date of this First Amendment to the Declaration in the office of the Clerk and Recorder for Arapahoe County, Colorado, or until four months after Declarant has conveyed to a first Owner other than Declarant the last Apartment Unit, Lot, Condominium Unit or other property subject to this Declaration which Declarant owns, whichever event shall first occur. The Board of Directors shall have such powers and duties and shall serve for such terms of office as

are set forth in the Articles of Incorporation and Bylaws of the Association."

11. Article III, Section 4 of the Declaration is hereby amended by the addition of the following sentence at the end of such Section:

"Notwithstanding the foregoing, so long as Declarant shall have the right to appoint the Board of Directors, as provided in Section 3 above, the Board of Directors of the Association shall consist of three (3) members."

12. Article III, Section 5 of the Declaration is hereby deleted in full.

13. Article IV, Section 2 of the Declaration is hereby amended to read in full as follows:

"Purpose of Assessments. The assessments levied by the Association shall be used to promote the health, safety, welfare and recreation of the residents of the Properties, for all of the purposes and activities which may be required of the Association or which the Association may be empowered to pursue pursuant to this Declaration, the Articles of Incorporation or Bylaws of the Association, including without limitation for the improvement or maintenance of the Common Property, including without limitation the appurtenances and improvements thereto and thereon, as well as any other real or personal property not owned, but maintained, by the Association including, but not limited to, portions of rights-of-way owned by the City of Littleton and adjacent to portions of the Properties, and recreational facilities the use of which the Association contracts with third parties for Members. Such assessments may also be used for the provision of shuttle bus service and the operation and maintenance of retail facilities."

14. Subsections (a) and (b) of Article IV, Section 3 of the Declaration are hereby amended, and a new Subsection (c) is inserted, to read in full as follows:

"Maximum Monthly Assessment.

a. Commencing on the first day of the month following the date this First Amendment to Declaration is recorded in the office of the Clerk and Recorder for Arapahoe County, Colorado, and continuing for a period of eleven months thereafter (such approximate twelve-month period, the "First Assessment Year"), the maximum monthly assessment shall be Twenty Dollars (\$20.00) per

Lot, Condominium Unit or Apartment Unit. Commencing on the first day of the month following the First Assessment Year, and on each anniversary date of the First Assessment Year thereafter, for a total of four additional years, the maximum monthly assessment shall be increased Two Dollars (\$2.00) per year, such that in the fifth year following the first monthly assessment, the maximum monthly assessment for such year shall be Twenty-Eight Dollars (\$28.00) per Lot, Condominium Unit or Apartment Unit. Notwithstanding the foregoing, if during such five year period Declarant's reserved right to appoint the Board of Directors shall have expired as a result of Declarant conveying the last Apartment Unit, Lot, Condominium Unit or other property subject to this Declaration owned by Declarant, then on the first day of the month following such final conveyance of Declarant's property, the monthly assessment shall be increased, if necessary, to an amount sufficient to fund in full the expenses of the Association, without the benefit of Declarant underwriting any such deficiencies.

b. If, at the expiration of the fourth year following the First Assessment Year Declarant continues to own any property subject to this Declaration, then the maximum monthly assessment thereafter for each Condominium Unit, Lot or Apartment Unit, until Declarant's reserved right to appoint the Board of Directors shall expire, shall not exceed an amount equal to (i) the percentage of the total acreage of the Properties which have been built-out multiplied by the total annual costs of the Association pro-rated for one month, then divided by (ii) the number of Condominium Units, Lots and Apartment Units then existing. So, for example, if sixty percent (60%) of the Properties have been built-out, for a total of 300 units, and the total costs of the Association equals \$200,000 for the year, then the maximum monthly assessment shall be 60% multiplied by \$16,666.66 divided by 300, equalling \$ 33.33. At least one month before the expiration of the fourth year, and each year thereafter so long as Declarant continues to own property subject to this Declaration, Declarant shall provide written notice to the Association of the percentage of build-out of the Properties, which percentage shall be the portion of the acreage within the Properties upon which Declarant has completed the construction of Condominium Units, Townhomes and/or Apartment Buildings divided by the total acreage within the Properties, excluding Common Property.



immediately preceding fiscal year, free of charge to any First Mortgagee of a Townhome or Condominium Unit, or any insurer or guarantor of such a First Mortgage, within a reasonable time after written request therefor by any such party. So long as the Properties include less than three hundred (300) Townhomes and/or Condominium Units, fifty-one percent (51%) or more of the First Mortgagees shall be entitled to have such an audited financial statement prepared at their expense if one is not otherwise available."

21. Article IX, Section 4(b) of the Declaration is hereby amended to read in full as follows:

"Notwithstanding the foregoing, the Declarant may annex to this Declaration additional property within those parcels of real property described on Exhibit C attached hereto and incorporated herein by this reference, until that date which is fifteen (15) years after the date on which this First Amendment to the Declaration is recorded in the office of the Clerk and Recorder of Arapahoe County, Colorado, without the consent of any Owner or First Mortgagee, subject to a determination by the VA or HUD that the annexation is in accord with the general provisions heretofore approved by them, as follows:

(i) The Declarant may annex additional Lots, Apartment Areas, Common Property, and/or other property, except Condominium Units and Common Elements within that parcel of real property described on Exhibit C, which annexation(s) shall be effective by recording an annexation of additional land in the office of the Clerk and Recorder of Arapahoe County, Colorado, which document shall provide for annexation to this Declaration of the property described in such annexation of additional land and may include such other provisions as deemed appropriate by the Declarant. All provisions of this Declaration, including without limitation those provisions regarding obligations to pay assessments to the Association and any right to cast votes as members of the Association, shall apply to annexed property immediately upon recording an annexation of additional land with respect thereto, as aforesaid.

(ii) The Declarant may annex additional Condominium Units and/or Common Elements within that parcel of real property described on the attached Exhibit C, which annexation(s) shall be effective in stages: (A) first, by the recording in the office of the Clerk and Recorder of Arapahoe County, Colorado of

noncompliance by the Association by giving written notice of such request to the Association and the Applicant within thirty (30) days after delivery to the Applicant of a notice of noncompliance from the Design Review Committee. In either event, the Association shall decide whether or not there has been such noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same at a hearing after notice to the Applicant, provided that such determination which assigns liability to any Applicant may be appealed by said Owner to a court of law.

Section 17. Correction of Noncompliance. If the Association determines that a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of receipt by the Applicant of the ruling of the Association. If the Applicant does not comply with the Association's ruling within such period, the Association may, at its option, record a notice of noncompliance against the real property on which the noncompliance exists, may remove the noncomplying Improvement to Properties, or may otherwise remedy the noncompliance; and the Applicant shall reimburse the Association, upon demand, for all expenses incurred therewith. If such expenses are not promptly repaid by the Applicant or Owner to the Association, then such amount shall be added to and become part of the assessment to which such Owner's Lot or Condominium Unit is subject and shall become a lien against such Owner's Lot or Condominium Unit as provided in Article IV of this Declaration. The right of the Association to remedy or remove any noncompliance shall be in addition to all other rights and remedies which the Association may have at law, in equity or under this Declaration.

Section 18. No Implied Waiver or Estoppel. No action or failure to act by the Design Review Committee or by the Association shall constitute a waiver or estoppel with respect to future action by the Design Review Committee or the Association with respect to any Improvement to Properties. Specifically, the approval by the Design Review Committee of any improvement to Properties shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar Improvement to Properties or any similar proposals, plans, specifications or other materials submitted with respect to any other Improvement to Properties.

Committee shall reasonably request showing the nature, kind, shape, height, width, color, materials, and location of the proposed Improvement to Properties. The Applicant shall be entitled to receive a receipt for the same from the Design Review Committee or its authorized Agent. The Design Review Committee may require submission of additional plans, specification or other information prior to approving or disapproving the proposed Improvement to Properties. Until receipt by the Design Review Committee of all required materials in connection with the proposed Improvement to Properties, the Design Review Committee may postpone review of any materials submitted for approval.

Section 6. Criteria for Approval. The Design Review Committee shall approve any proposed Improvement to Properties only if it deems in its reasonable discretion that the Improvement to Properties in the location indicated will not be detrimental to the appearance of the surrounding areas of the Properties as a whole; that the appearance of the proposed Improvement to Properties will be in harmony with the surrounding areas of the Properties; that the Improvement to Properties will not detract from the beauty, wholesomeness and attractiveness of the Properties or the enjoyment thereof by Owners; and that the upkeep and maintenance of the proposed Improvement to Properties will not become a burden on the Association. The Committee may condition its approval of any proposed Improvement to Properties upon the making of such changes therein as the Design Review Committee may deem appropriate.

Section 7. Committee Guidelines or Rules. The Design Review Committee shall have the power to adopt guidelines or rules relating to the procedures, materials to be submitted and additional factors which will be taken into consideration in connection with the approval of any proposed Improvement to Properties (the "Design Criteria"). The Design Criteria may specify circumstances under which the strict application of limitations may be waived in whole or in part because strict limitations or restrictions would be unreasonable or unduly harsh under the circumstances. Such guidelines or rules may waive the requirement for approval of certain Improvements to Properties or exempt certain Improvements to Properties from the requirement for approval, if such approval is not reasonably required to carry out the purposes of this Declaration.

Further, Section 6(c) of Article IX is hereby amended to read in full as follows:

"Declarant hereby reserves and is granted the right and power to record technical amendments to this Declaration, the Articles of Incorporation and Bylaws of the Association at any time prior to the conveyance of all Lots, Apartment Areas and Condominium Units by Declarant to the first Owners thereof other than Declarant or fifteen (15) years from the date this First Amendment to Declaration is recorded in the office of the Clerk and Recorder of Arapahoe County, Colorado, whichever occurs first, for the purposes of correcting spelling, grammar, dates, typographical errors or as is otherwise necessary to clarify the meaning of the provisions of this Declaration."

24. The Declaration is hereby amended by the inclusion of the following provisions as Article X of the Declaration:

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ARTICLE X
DESIGN REVIEW COMMITTEE APPROVAL

Section 1. Approval of Improvements Required.
There is hereby constituted a committee to approve all Improvements of Properties, as defined below (the "Design Review Committee"). The approval of the Design Review Committee shall be required for any Improvement to the Properties except for any improvement to Properties made by Declarant and except as prior approval may be waived or certain improvements to Properties may be exempted in writing or under written guidelines or rules promulgated by the Design Review Committee because approval in such case or cases is not reasonably required to carry out the purposes of this Declaration. Notwithstanding the authority granted by this Declaration to the Design Review Committee in this Article X to grant approval, waiver or variances with respect to Improvements to Properties, no such approvals, waivers or variances shall affect in any way the Owner's obligation to comply with all governmental laws and requisitions affecting the property concerned, including, but not limited to, zoning ordinances or requirements imposed by any governmental authority having jurisdiction.

Section 2. Improvement to Properties Defined.
"Improvement to Properties," requiring approval of the Design Review Committee, shall mean and include, without limitation: (a) the construction, installation, erection or expansion of any building, structure or other improvements, including utility facilities;

(b) the demolition or destruction, by voluntary action, of any building, structure or other improvements; (c) the grading, excavation, filling or similar disturbance to the surface of the land including, without limitation, change of grade, change of ground level, change of drainage pattern or change of stream bed; (d) landscaping, planting, clearing or removing of trees, shrubs, grass or plants; and (e) any change or alteration of any previously approved Improvement to Properties including any change of exterior appearance, color or texture.

Section 3. Membership of Committee. The Design Review Committee shall initially consist of three (3) members, all of whom shall be appointed by Declarant. Declarant shall have the continuing right to appoint all three (3) members of the Committee until the conveyance by Declarant of the last Lot, Condominium Unit, or other property owned by Declarant within the Properties to the first Owner other than Declarant. After such event the Association shall appoint all members of the Design Review Committee.

Members of the Design Review Committee may, but shall not necessarily, be Members. Members of the Design Review Committee appointed by Declarant may be removed at any time by Declarant. Members of the Design Review Committee appointed by the Association may be removed at any time by the Association and shall serve for such terms as may be designated by the Association or until resignation or removal by the Association. During the period while Declarant has rights to appoint members of the Design Review Committee, Declarant shall give the Association written notice of the appointment or removal of any member of the Committee.

Section 4. Address of Committee. The address of the Design Review Committee shall be at the principal office of the Association.

Section 5. Submission of Plans. Prior to commencement of work to accomplish any proposed Improvement to Properties, Owner, or its designee ("Applicant") shall submit to the Design Review Committee at its offices such time schedules, descriptions, surveys, site plans, drainage plans, exterior elevation drawings, building plan or plans, wall sections, roof plan, structural drawings, mechanical and electrical drawings, landscaping plans, graphics and exterior furnishings, specifications and samples of materials and colors as the Design Review

Committee shall deliver to the Committee a Certificate of Compliance.

Section 13. Inspection of Work. The Design Review Committee or its duly authorized representative shall have the right to inspect any Improvement to Properties prior to or after completion, provided that the right of inspection shall terminate thirty (30) days after the Design Review Committee shall have received a Certificate of Compliance from the Applicant.

Section 14. Notice of Noncompliance. If, as a result of inspections or otherwise, the Design Review Committee finds that any Improvement to Properties has been done without obtaining the approval of the Design Review Committee or was not done in substantial compliance with the description and materials furnished to, and any conditions imposed by, the Design Review Committee or was not completed within two (2) years after the date of approval by the Design Review Committee, the Design Review Committee shall notify the Applicant in writing of the noncompliance, which notice shall be given, in any event, within thirty (30) days after the Design Review Committee receives a Certificate of Compliance from the Applicant. The notice shall specify the particulars of the noncompliance and shall require the Applicant to take such action as may be necessary to remedy the noncompliance.

Section 15. Failure of Committee to Act after Completion. If, for any reason other than the Applicant's act of neglect, the Design Review Committee fails to notify the Applicant of any noncompliance within thirty (30) days after the receipt by the Design Review Committee of a written Certificate of Compliance from the Applicant, the Improvement to Properties shall be deemed in compliance if the Improvement to Properties was, in fact, completed as of the date of Certificate of Compliance.

Section 16. Appeal to Association of Finding of Noncompliance. If the Design Review Committee gives any notice of noncompliance, the Applicant may appeal to the Association by giving written notice of such appeal to the Association and Design Review Committee within thirty (30) days after receipt of the notice of noncompliance by the Applicant. If, after a notice of noncompliance, the Applicant fails to commence diligently to remedy such noncompliance, the Design Review Committee shall request a finding of

a Statement of Intention to Annex, which document shall declare the number of additional Condominium Units which Declarant intends to annex to this Declaration, and which shall provide that, upon the recordation of a supplemental Condominium Map of such property in the office of the Clerk and Recorder of Arapahoe County, Colorado, showing the Condominium Units described in such Statement of Intention to Annex, all of the property described in such supplemental Condominium Map shall be annexed for all purposes to this Declaration; and (B) second, upon the recording of such supplemental Condominium Map, as aforesaid, all of the property described therein shall thereupon, for all purposes, be annexed to this Declaration and be subject to all provisions contained herein. In addition, Declarant hereby reserves the right, for a period of fifteen years from the date of recording of this First Amendment to Declaration, to designate any portion of the Properties which it owns as Common Property and thus to subject such property to the terms of this Declaration, such designation to be by deed conveying such property to the Association."

Further, the real property described on Exhibit C of the Declaration is hereby deleted in full, and replaced with the real property described on Attachment 1 (revised Exhibit C), attached to and incorporated into this First Amendment.

22. Article IX, Section 6(a) is hereby amended by the addition of the following language at the end of Section 6(a):

"This Declaration may be terminated or revoked during the first twenty (20) year period, and during subsequent extensions thereof, by an instrument approved in writing by not less than sixty-seven percent (67%) of the Members of each class."

23. The second sentence of Article IX, Section 6(b) of the Declaration is hereby amended to read in full as follows:

"Each such amendment of this Declaration or of the Articles of Incorporation or Bylaws shall be made, if at all, by Declarant prior to the conveyance of all Lots, Apartment Areas and Condominium Unit by Declarant to the first Owners thereof other than Declarant or fifteen (15) years from the date this First Amendment to Declaration is recorded in the office of the Clerk of Recorder of Arapahoe County, Colorado, whichever occurs first; and each such amendment must contain thereon the written approval of the Veterans Administration or the Federal Housing Administration of the U.S. Department of Housing and Urban Development."

necessary to meet each such shortfall in Association assessments, such pro rata share to be based on the number of Lots, Apartment Units and Condominium Units not subject to assessment which are owned by each Declarant."

17. Article IV, Section 8 of the Declaration is hereby amended to read in full as follows:

"Date of Commencement of Monthly Assessments. The initial monthly assessment pursuant to this First Amendment shall commence on the first day of the month following the date this First Amendment to Declaration is recorded in the office of the Clerk and Recorder for Arapahoe County, Colorado. The monthly assessments shall be due and payable on the first day of each month thereafter, unless otherwise determined by the Board of Directors. If a purchaser who is not Declarant purchases an Apartment Building, Condominium Unit or Lot which prior to the transfer was not assessed the usual rate pursuant to Article 4, Section 7 above, the monthly common expense assessment due for the month of closing from such purchaser shall be deemed to be the full amount due for the month from an Owner other than Declarant, pro-rated based upon the number of days remaining in the month of closing, including the closing date. On the date of the first transfer of a Townhome or Condominium Unit to the first Owner other than Declarant, the purchaser may be required to prepay the estimated monthly common assessments for the first two (2) months following the closing in order to allow the Association time to begin billing the purchaser for the amount of the monthly assessment. Such prepayment shall be in addition to, and distinct from, the contribution of working capital which shall also be payable at closing."

18. Article VI, Section 4 of the Declaration is hereby amended by the addition of the following language to the beginning of Section 4:

"As of the date of recording of this First Amendment to Declaration, the Association does not own any Common Property. Declarant hereby reserves the right, at any time during the period in which Declarant controls the Board of Directors pursuant to its reserved right contained in Article III, Section 3, in its sole discretion, to convey to the Association any portion of Declarant's Property for use as Common Property, including without limitation the clubhouse more particularly described in Article I above. Notwithstanding the foregoing, on or before 120 days

1. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration.

2. The name of the Association is hereby amended to be "Riverwalk Master Association."

3. The defined term "Common Property" contained in Article I, Section 7 of the Declaration, and all other references to such term in the Declaration, are hereby deleted.

4. The defined term "Declarant" contained in Article I, Section 10 is hereby amended to read in full as follows:

"'Declarant' shall mean and refer to BCORP HOLDINGS (CENTENNIAL), INC., a Colorado corporation, as nominee, its successors and assigns, if and for such purposes as such successors and assigns should be designated as Declarant under this Declaration in a notice duly executed and recorded in Arapahoe County, Colorado by BCORP HOLDINGS (CENTENNIAL), INC."

5. Article I of the Declaration is hereby amended by the addition of the following definition:

"'Declarant's Property' shall mean and refer to all of that certain real property owned in fee by Declarant located within the Properties, including without limitation, the private road leading from Prince Street into the Properties, the gatehouse located thereon, and the clubhouse facility located to the southwest of and adjacent to such road."

6. The defined term "Master Association" contained in Article I, Section 15 of the Declaration, and all other references to such term in the Declaration, are hereby deleted.

7. The defined term "Recreational Property" contained in Article I, Section 20 of the Declaration is hereby amended to the defined term "Common Property" and all references in the Declaration to "Recreational Property" shall hereinafter refer to "Common Property."

8. Subsection 2(c) of Article II is hereby amended to read in full as follows:

"The right of the Association to adopt, amend, repeal and enforce such rules and regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association and the use and

Section 19. Committee Power to Grant Variances. The Design Review Committee may authorize variances from compliance with any of the provisions of this Declaration or the Design Criteria, including restrictions upon height, size, or placement of structures or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the Design Review Committee. If any such variance is granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance.

Section 20. Compensation of Members. Members of the Design Review Committee shall be entitled to receive reasonable compensation for services rendered as deemed appropriate by the Board of Directors, including without limitation reimbursement of out-of-pocket expenses incurred by them in the performance of their duties hereunder.

Section 21. Meetings of Committee. The Design Review Committee shall meet from time to time as necessary to perform its duties hereunder. The Design Review Committee may, from time to time, by resolution in writing adopted by a majority of the members, designate a Committee representative (who may, but need not, be one of its members) to take any action or perform any duties for or on behalf of the Design Review Committee, except the granting of approval to any Improvement to Properties and granting of variances ("Committee Representatives"). The action of such Committee Representative within the authority of such Committee Representative or the written consent or the vote of a majority of the members of the Design Review Committee shall constitute action of the Design Review Committee.

Section 22. Records of Actions. The Design Review Committee shall report in writing to the Association all final action of the Design Review Committee and the Association shall keep a permanent record of such reported action.

c. Commencing on the first month following the assessment year in which Declarant's reserved right to appoint the Board of Directors expires, the maximum monthly assessment shall not increase more than ten percent (10%) per year from the previous year's actual monthly assessment, unless such increase shall have the assent of two-thirds of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 30 days not more than 60 days in advance of such meeting setting forth the purpose therefor.

Further, the existing Subsection (c) of Section 3 is hereby amended to be Subsection (d) of Section 3; Subsection (d) of Section 3 is hereby amended to be Subsection (e) of Section 3; and Subsection (e) of Section 3 is hereby amended to be Subsection (f) of Section 3.

15. The reference in the first sentence of Article IV, Section 5 of the Declaration to "Section 3(b)" is hereby amended to refer to "Section 3(c)."

16. The second, third and fourth sentences of Article IV, Section 7 of the Declaration are hereby amended to read in full as follows:

"Declarant shall be exempt from the payment of all monthly and special assessments until the expiration of Declarant's reserved right to appoint the Board of Directors. Upon the expiration of Declarant's reserved right to appoint the Board of Directors, Declarant shall pay all monthly and special assessments on the Apartment Units, Lots and Condominium Units it owns at the same rate as all other Members. In the event that, prior to termination of Declarant's reserved right to appoint the Board of Directors, assessments for monthly common expenses fail to equal or exceed the actual expenses incurred by the Association during any particular annual assessment period, exclusive of expenses which the Association has budgeted or set aside for reserves, then Declarant shall pay a sufficient amount to meet any such shortfall so long as Declarant shall have no obligation for any such shortfall caused by any decrease in assessments, including without limitation, the levying of any assessment in an amount less than the maximum for any common expense assessment period, unless the same has previously been approved in writing by Declarant. In the event there is more than one Declarant, then, subject to the conditions stated herein, each such Declarant shall pay a pro rata share of the amount

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal this 11th day of August, 1994.

BCORP HOLDINGS (CENTENNIAL), INC.,
a Colorado corporation

By: *Gary M. Begg*
Gary M. Begg, President


STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 11th day of August, 1994, by Gary M. Begg, as President of BCorp Holdings (Centennial), Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 5/11/96

Dorothy J. Jamieson
Notary Public



Section 23. Estoppel Certificates. The Association shall, upon the reasonable request of any interested party and after confirming any necessary facts with the Design Review Committee, furnish a certificate with respect to the approval or disapproval of any Improvement to Properties or with respect to whether any Improvement to Properties was made in compliance herewith. Any person, without actual notice to the contrary, shall be entitled to rely on said certificate with respect to all matters set forth therein.

Section 24. Nonliability for Committee Action. There shall be no liability imposed on the Design Review Committee, any member of the Committee, any Committee Representative, the Association, any member of the Board of Directors of the Association or Declarant for any loss, damage or inquiry arising out of or in any way connected with the performance of the duties of the Design Review Committee unless due to the willful misconduct or bad faith of the party to be held liable. In reviewing any matter, the Committee shall not be responsible for reviewing, nor shall its approval of an Improvement to Properties be deemed approval of the Improvement to Properties from the standpoint of safety, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations.

Section 25. Construction Period Exception. During the course of actual construction of any permitted structure or Improvement to Properties, and provided construction is proceeding with due diligence, the Design Review Committee shall temporarily suspend the provisions contained in this Declaration and/or the Design Standards as to the property upon which the construction is taking place to the extent necessary to permit such construction; provided, that, during the course of any such construction, nothing is done which will result in a violation of any of the provisions of this Declaration upon completion of construction and nothing is done which will constitute a nuisance or unreasonable interference with the use and enjoyment of other property."

26. As amended hereby, the Declaration is hereby ratified and confirmed in its entirety.