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**SECOND AMENDMENT
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
THE RIVERWALK VILLAGE MARKET BUILDING CONDOMINIUM ASSOCIATION**

WHEREAS, Eagle II Developers, Inc., a Colorado corporation (the "Declarant"), recorded the Declaration of Covenants, Conditions, and Restrictions of The Riverwalk Village Market Building Condominium Association on February 21, 1995 in Book 661 at Page 906 of the records of the County Clerk and Recorder of Eagle County, State of Colorado (the "Declaration"); and

WHEREAS, the Declarant recorded an Amendment to the Declaration on March 9, 1995 in Book 662 at Page 911 of the records of the County Clerk and Recorder of Eagle County, State of Colorado (the "Amendment"); and

WHEREAS, the undersigned Owners and the Declarant, holding at least sixty-seven percent (67%) of the Condominium Units in The Riverwalk Village Market Building (the "Building"), have determined that the Declaration should be amended by making certain revisions thereto as hereinafter provided in this Second Amendment.

NOW, THEREFORE, the Declaration is amended as follows:

1. Article XVIII shall be inserted to read as follows:

"ARTICLE XVIII

MASTER ASSOCIATION

Each Owner, my virtue of accepting a deed to a Unit, recognizes that (a) the Unit is subject to the Master Declaration and the Master Documents and all conditions, covenants, and restrictions contained therein, and (b) by virtue of ownership, the Owner automatically becomes subject to the Master Declaration and the rules and regulations as provided in the Master Documents. Each Owner, by virtue of accepting a deed to a Unit, acknowledges that he/she/it has received and reviewed copies of the Master Documents. The Owner agrees to perform all obligations required of them by the rules and regulations of the Master Association, as they may from time to time exist, including, but not limited to, the obligation to pay any and all assessments as required under the Master Declaration which shall be assessed to The Riverwalk Village Market Building Association."

2. Correspondingly with Paragraph 3 above, the following definitions shall be inserted:

1.21 Master Articles or Master Articles of Incorporation. "Master Articles" or "Master Articles of Incorporation" shall mean the Articles of Incorporation of The Riverwalk at Edwards Property Owners Association, Inc. which were filed with the Secretary of State on October 5, 1995, to create the Master Association, as amended from time to time.

1.22 Master Association. "Master Association" shall mean The Riverwalk at Edwards Property Owners Association, Inc., a nonprofit membership corporation, or any successor of the Master Association by whatever name, charged with the duties and obligations set forth in this Master Declaration.

wpr:1996.15a(September 13, 1996)

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1.23 Master Bylaws. "Master Bylaws" shall mean the Bylaws of The Riverwalk at Edwards Property Owners Association, Inc. which establish the methods and procedures of its operation, as amended from time to time.

1.24 Master Declaration. "Master Declaration" shall mean that Declaration entitled the "Declaration of Covenants, Conditions and restrictions for The Riverwalk at Edwards Property Owners Association, Inc.", recorded at Book 665, Page 400, Reception No. 561424, incorporated in its entirety herein by this reference, including any amendments thereto. Those owning Units in this Building shall be bound by all of the terms and conditions of the Master Declaration.

1.25 Master Documents. "Master Documents" shall mean the basic documents creating and governing all or part of The Riverwalk at Edwards, as they may be amended from time to time, including, but not limited to, the Master Declaration, the Master Articles of Incorporation, and the Master Bylaws, and any other procedures, regulations or policies adopted under such documents by the Master Association."

Except as herein specified, all provisions, restrictions, covenants, and conditions contained in the Declaration shall remain in full force and effect; provided that in the event the provisions of this Second Amendment shall in any way conflict with said Declaration or the First Amendment, the provisions of this Second Amendment shall control.

EXECUTED this 19 day of February, 1996.


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01210

Print Name William L. Williams
Signature: [Handwritten Signature]

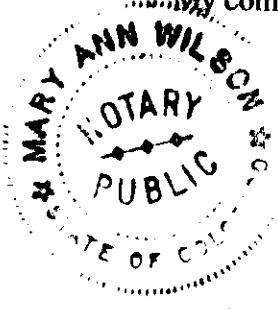
Date: 10-2-96 Unit No. Village Market

% Ownership 33 of units

STATE OF Colorado
COUNTY OF Bayle

The foregoing instrument was acknowledged, subscribed and sworn to before me this 2 day of October, 1996, by William L. Williams

My commission expires: 6-12-99



[Handwritten Signature]
Notary Public

Print Name RICHARD C. RODGERS

Signature: [Handwritten Signature]
Lender for above unit

Date: 10-2-96

STATE OF Colorado
COUNTY OF Bayle

The foregoing instrument was acknowledged, subscribed and sworn to before me this 2 day of October, 1996, by Richard C. Rodgers

My commission expires: 6-12-99



[Handwritten Signature]
Notary Public



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00100

Print Name William L Williams
Signature: [Signature]
Date: 10-2-96 Unit No. C-1
% Ownership 9 of Cond. Unit

STATE OF } Colorado
 } SS
COUNTY OF } La Plata

The foregoing instrument was acknowledged, subscribed and sworn to before me
this 2 day of October, 1996, by William L Williams



My commission expires: 6-10-99

[Signature]
Notary Public

Print Name RICHARD S. RODGERS
Signature: [Signature]
Lender for above unit
Date: 10-2-96

STATE OF } Colorado
 } SS
COUNTY OF } La Plata

The foregoing instrument was acknowledged, subscribed and sworn to before me
this 2 day of October, 1996, by Richard C Rodgers



My commission expires: 6-10-99

[Signature]
Notary Public

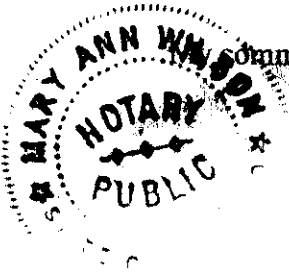
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00150

Print Name William L. Williams
Signature: [Handwritten Signature]
Date: 10-2-96 Unit No. C-3
% Ownership 5 of Condo Assoc.

STATE OF } Colorado
 } SS
COUNTY OF } Boyle

The foregoing instrument was acknowledged, subscribed and sworn to before me
this 2 day of October, 1996, by William L. Williams



My commission expires: 6-10-99

[Handwritten Signature]
Notary Public

Print Name RICHARD G. RODGERS
Signature: [Handwritten Signature]
Lender for above unit
Date: 10-2-96

STATE OF } Colorado
 } SS
COUNTY OF } Boyle

The foregoing instrument was acknowledged, subscribed and sworn to before me
this 2 day of October, 1996, by Richard G. Rodgers



My commission expires: 6-10-99

[Handwritten Signature]
Notary Public



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00101

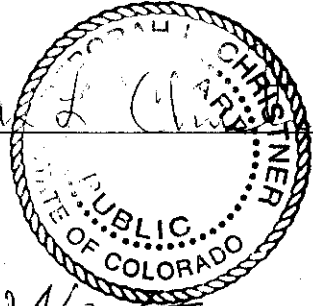
Print Name DAVID L. MARTINEZ
Signature: *David L. Martinez*
Date: 2/11/97 Unit No. 209
% Ownership 100%

STATE OF }
 } ss
COUNTY OF }

The foregoing instrument was acknowledged, subscribed and sworn to before me
this 11 day of February, 1997, by David L. Martinez.

My commission expires: 4-1-2000

Salvador A. Christner
Notary Public



Print Name A. Leonard Nacht
Signature: *A. Leonard Nacht*
Lender for above unit
Date: February 11, 1997

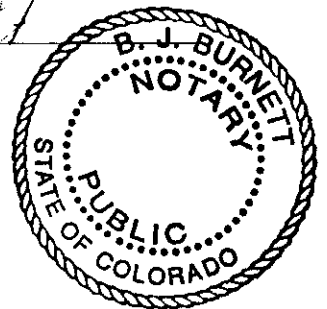
STATE OF }
 } ss
COUNTY OF }

The foregoing instrument was acknowledged, subscribed and sworn to before me
this 11th day of February, 1997, by A. Leonard Nacht

My commission expires:

2001
1-8-2001

B. J. Burnett
Notary Public



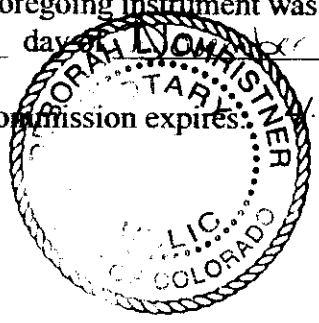
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00143

Print Name TRACY A Horn Bossow
Signature: Tracy A Horn Bossow
Date: 11-12-96 Unit No. 210
% Ownership 4 of unit Assoc
50% of Unit

STATE OF }
 } ss
COUNTY OF }

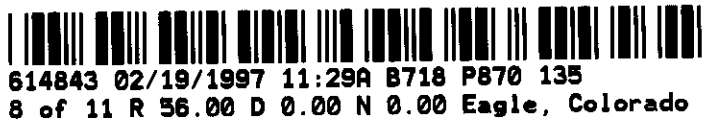
The foregoing instrument was acknowledged, subscribed and sworn to before me
this 12th day of November, 1996, by Tracy A. Horn Bossow
My commission expires: 1-1-2000



Richard J. Christ
Notary Public

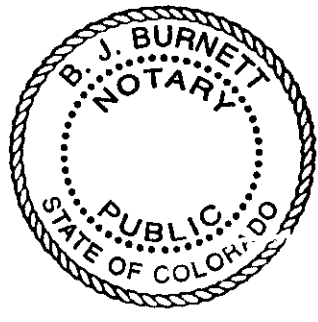
Print Name Eagle II Developers, Inc.
Signature: [Signature]
Lender for above unit
Date: 2-10-97

STATE OF }
 } ss
COUNTY OF }



The foregoing instrument was acknowledged, subscribed and sworn to before me
this 10 day of February, 1997, by A. Leonard Nacht

My commission expires:
1-3-2001



B. J. Burnett
Notary Public

00137

Print Name GRACE HANSON CORN
DEANE L. KNOX
Signature: [Signature]
Date: 1-2-97 Unit No. 211
% Ownership (5) 21

STATE OF }
FLORIDA } SS
COUNTY OF }
COLLIER }

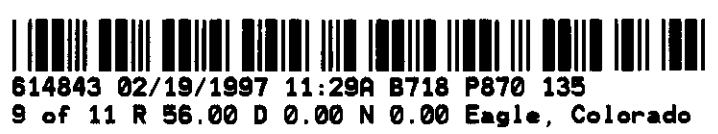
The foregoing instrument was acknowledged, subscribed and sworn to before me
this 2nd day of January, 1997 by Deane L. Knox
Identification - Drivers License
My commission expires: April 30, 1999



[Signature]
Notary Public

Print Name FIRST BANK OF VAIL
Andrew H. Hancock
Signature: [Signature]
Lender for above unit
Date: 1-28-97

STATE OF }
COUNTY OF } SS



The foregoing instrument was acknowledged, subscribed and sworn to before me
this 28th day of JAN, 1997 by ANDREW H. HANCOCK

My commission expires: 11-24-98

[Signature]
Notary Public

00165

Print Name _____

Signature: _____

Date: _____ Unit No. _____


% Ownership _____

*3rd of
Condo Assoc.*

STATE OF }
 } ss
COUNTY OF }

The foregoing instrument was acknowledged, subscribed and sworn to before me
this 21st day of October, 1996, by Tara M Barvin

My commission expires: Aug 17, 1998



Notary Public

Print Name STEPHEN M. HATHAWAY

Signature: 
Lender for above unit


Date: 10/21/96

STATE OF }
 } ss
COUNTY OF }


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The foregoing instrument was acknowledged, subscribed and sworn to before me
this 21 day of October, 1996, by Stephen M. Hathaway

My commission expires: Aug. 17, 1998


Notary Public

00140

