

**SECOND SUPPLEMENT TO
CONDOMINIUM DECLARATION
FOR
EAGLE RIVER COMMERCIAL CENTER**

This Second Supplement to Condominium Declaration for Eagle River Commercial Center (the "Second Supplement to Declaration") is made as of APRIL 9th, 2001, by Eagle River Development, LLC, a Colorado limited liability company (the "Declarant").

WITNESSETH:

WHEREAS, Declarant has heretofore caused to be recorded a Condominium Declaration for Eagle River Commercial Center on August 30, 1999, at Reception No. 707025, as amended and supplemented from time to time (collectively, the "Declaration") in the Eagle County, Colorado real property records; and

WHEREAS, in Article 19 of the Declaration, Declarant expressly reserved for itself the right to expand the Property (all capitalized terms used herein shall have the meanings as defined in the Declaration, unless otherwise defined or modified herein) by annexing and submitting all or a portion of the Expansion Property to the terms and conditions of the Declaration and creating additional Units and/or Common Elements by one or more duly recorded Supplemental Declarations and Supplemental Maps; and

WHEREAS, Declarant wishes to submit to the Property the property described in Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as the "Phase 3 Property"), upon which Declarant has constructed one (1) additional Building containing eight (8) Units and Common Elements (the "Phase 3 Improvements"), the Phase 3 Improvements being shown on that certain Condominium Map, Eagle River Commercial Center - Phase 3, recorded contemporaneously herewith in the real property records of Eagle County, Colorado (the "Phase 3 Map"); and

WHEREAS, Declarant wishes to reserve the right for itself to further expand the Property in the future to include additional Units and to further expand the Common Elements.

NOW, THEREFORE, Declarant hereby declares that both the Property and the Phase 3 Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements and the covenants, conditions, restrictions and easements contained in the Declaration, which are for the purpose of protecting the value and desirability of the Property and the Phase 3 Property and which shall run with the land and be binding on all parties and heirs, successors and assigns of parties having any right, title, or interest in all or any part of the Property or the Phase 3 Property.

1. General. The terms and provisions contained in this Second Supplement to Declaration shall be in addition and supplemental to the terms and provisions contained in the Declaration. All terms and provisions of the Declaration, including all definitions, except those terms and provisions specifically modified herein, shall be applicable to this Second Supplement

to Declaration and to the Phase 3 Property. The definitions used in the Declaration are hereby expanded and shall hereafter and in the Declaration be deemed to encompass and refer to the Property as defined in the Declaration and the Phase 3 Property as defined herein. For example, "Unit" shall mean the Units described in the Declaration plus the additional Units described herein and on the Phase 3 Map. Reference to the "Property" shall mean both the Property and the Phase 3 Property, reference to "Common Elements" shall mean the Common Elements described in the Declaration plus the additional Common Elements depicted on the Phase 3 Map and reference to the "Declaration" shall mean the Declaration as supplemented by this Second Supplement to Declaration. All ownership and other rights, obligations and liabilities of Owners of original Units are hereby modified as described herein.

2. Annexation of Phase 3 Property. The Phase 3 Property is hereby and, upon the recording of this Second Supplement to Declaration and the Phase 3 Map shall be, annexed into the Property, and each Unit in the Phase 3 Improvements shall be subject to all of the covenants, conditions, restrictions and easements as contained in the Declaration.

3. Effect of Expansion. Assessments by the Association as provided in Article 8 of the Declaration, upon the recording of this Second Supplement to Declaration and the Phase 3 Map, shall be divided among the Units according to the interest allocations and formula set forth on Exhibit B attached hereto and incorporated herein by reference (whether such Unit is part of the Phase 3 Improvements or part of the original definition of the Property), and Exhibit B to the Declaration is hereby amended in its entirety to read in accordance with Exhibit B hereto. Notwithstanding any inclusion of additional Units under the Declaration, each Owner (regardless of whether such Owner is the owner of a Unit which is part of the Phase 3 Improvements or part of the original definition of the Property) shall remain fully liable with respect to such Owner's obligation for the payment of the Common Expenses of the Association, including the expenses for any new Common Elements, costs and fees, if any. The recording of this Second Supplement to Declaration shall not alter the amount of the Common Expenses assessed to a Unit prior to such recording.

4. Assessment Surcharge. In view of the additional services and benefits available to Units located within the Phase 3 Improvements, vis-a-vis other Units in the Eagle River Commercial Center, including, without limitation, separate restroom facilities and increased parking, all Units located within the Phase 3 Property shall be assessed, in addition to the regular Assessments as determined in accordance with the Declaration, an amount equal to twenty-five percent (25%) of such regular Assessment. Such additional Assessment will be considered an Assessment for all purposes in accordance with the Declaration, including, without limitation, the Association's rights and remedies in the event of delinquency as set forth in Article 8 of the Declaration.

5. Reservation. Declarant hereby reserves the right for itself to further expand the Property in the future to include additional Units and to expand the Common Elements.

6. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

7. Conflicts Between Documents. In case of conflict between the Declaration, as supplemented hereby, and the articles of incorporation or bylaws of the Association, the Declaration as supplemented shall control.

EAGLE RIVER DEVELOPMENT, LLC, a Colorado limited liability company

By: [Signature]
Name: ROBERT WARNER JR
Title: Manager

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this 9th day of April, 2001, by Robert Warner, Jr. as Manager of Eagle River Development, LLC, a Colorado limited liability company.

Witness my hand and official seal.
My commission expires: 11/08/03



[Signature]
Notary Public

Warner\supp2-ERCommCntr

My Commission Expires 11/08/2003



758606
Page: 3 of 6
06/04/2001 04:49P

EXHIBIT A

Legal Description

Building 5 and Common Elements (depicted as "C.E.") as shown on the Condominium Map, Eagle River Commercial Center-Phase 3, recorded June
4, 2001 at Reception No. 758467, Eagle County, Colorado.



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Page: 4 of 6
06/04/2001 04:49P

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EXHIBIT B

OWNERS' INTERESTS IN COMMON ELEMENTS

<u>Unit No.*</u>	<u>Area</u>	<u>Use</u>	<u>Percentage Interest in Common Elements Appurtenant to the Unit**</u>
101	260	Storage	0.52124%
102	280	Storage	0.56134%
103	280	Storage	0.56134%
104	130	Management Office	0.26062%
105	1200	Residential	2.40573%
106	1150	Storage	2.30549%
107	1440	Storage	2.88687%
108	1440	Storage	2.88687%
109	1440	Storage	2.88687%
110	1460	Storage	2.92697%
111	1460	Storage	2.92697%
112	1460	Storage	2.92697%
113	1800	Residential	3.60859%
114	410	Storage	0.82196%
115	570	Storage	1.14272%
116	570	Storage	1.14272%
201	668	Storage	1.33919%
202	665	Storage	1.33317%
203	668	Storage	1.33919%
204	1460	Storage	2.92697%
205	1460	Storage	2.92697%
206	1460	Storage	2.92697%
207	1490	Storage	2.98711%
301	1450	Storage	2.90692%
302	1470	Storage	2.94701%
303	1470	Storage	2.94701%
304	1460	Storage	2.92697%
305	660	Storage	1.32315%
306	670	Storage	1.34320%
307	670	Storage	1.34320%
308	680	Storage	1.36324%
309	670	Storage	1.34320%
310	660	Storage	1.32315%
311	1460	Storage	2.92697%
312	1460	Storage	2.92697%



313	1460	Storage	2.92697%
314	1460	Storage	2.92697%
501	1370	Multi use	2.74654%
502	1370	Multi use	2.74654%
503	1370	Multi use	2.74654%
504	1370	Multi use	2.74654%
505	1370	Multi use	2.74654%
506	1370	Multi use	2.74654%
507	1370	Multi use	2.74654%
508	1370	Multi use	2.74654%

TOTAL: 49881 100.0000%

*As depicted on the Condominium Map, Eagle River Commercial Center, Phase 1, recorded at Reception No. 705354, Eagle County, Colorado, with respect to Units 101 through 116, inclusive, and Units 201 through 207, inclusive, and on the Phase 2 Map recorded at Reception No. 737613, Eagle County, Colorado with respect to Units 301 through 314, inclusive, and on the Phase 3 Map with respect to Units 501 through 508, inclusive.

** The formula for computing the percentage undivided interests in the Common Elements is a Unit's square footage as a percentage of the aggregate square footage of all Units, which percentages herein are conclusive and binding on all Owners.

