



FIRST AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PRAIRIE VILLAGE

CWB

LON J. L'HEUREUX ("Declarant") executes this First Amendment to Declaration of Covenants, Conditions and Restrictions for Prairie Village ("First Amended Declaration") this 10th day of AUGUST, 2004.

RECITALS

A. Declarant executed and caused to be recorded the Declaration of Covenants, Conditions and Restrictions for Prairie Village ("Declaration") on October 18, 2002, as Reception No. 2345858 of the records of the Office of the Clerk and Recorder of Boulder County, Colorado.

B. Article XIII of the Declaration reserves to the Declarant the right to unilaterally amend the Declaration to clarify the Declaration's provisions or correct error.

C. The purpose of this First Amended Declaration is to make clear the definition of "party wall" and to clarify the effect of encroachments on adjoining Lots and general common elements

AMENDMENT

Article 2.6 of the Declaration is amended to read in its entirety as follows:

2.6 Relationship between Lots.

(a) Structural Party Walls.

Each Owner grants to the Owner of each adjacent Lot the right and easement to maintain and to utilize any exterior or interior wall of a Building which forms a party wall between them. A wall will be considered a party wall only if it provides structural support, fire protection or sound separation for the Buildings, or parts of a Building, on more than one Lot. Maintenance of the surface of the party wall shall be the sole responsibility of the Owner whose Building faces such wall. Each Owner shall be liable and responsible if, in connection with that



Owner's use and maintenance of the party wall, the Owner damages the adjacent Owner's Lot or the wall itself. The cost of any other repairs to the party wall shall be shared by the adjacent Owners.

(b) Exterior Walls along a Lot Line.

An exterior wall which supports the Building on only one Lot, or which encloses a courtyard on one Lot, shall not be considered a party wall, and the Owner of the Lot shall be responsible for maintenance of the wall. The Owner shall have an easement over the adjoining Lot as reasonably necessary to maintain the wall. The Owner of the adjoining Lot shall not drill holes in the wall, paint the wall or make any other use of the wall which may damage the wall

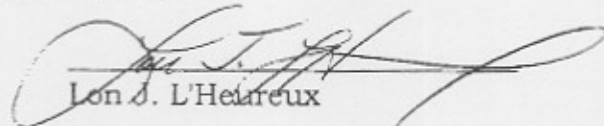
(c) Easements for Encroachments.

If any portion of the improvements on a Lot, including without limitation, utilities, driveways, fences, roof overhangs, trees, shrubs and landscaping, encroaches upon the general common elements, or upon an adjoining Lot, a valid easement for the encroachment and for the maintenance of same, shall and does exist. An easement is granted for any improvements constructed on the Common Elements which encroach on any Lot, whether due to any minor deviation from the subdivision plat of Prairie Village or the settling or shifting of any land or improvements. Such encroachments and easements shall not be considered or determined to be encumbrances either on the general common elements or the Lots.

(d) Maintenance of Common Elements.

To the extent reasonably necessary, an easement is granted over any Lot for maintenance of the Common Elements.

IN WITNESS WHEREOF, the Declarant has executed this First Amendment to Declaration of Covenants, Conditions and Restrictions for Prairie Village the day and year first above written.


Lon J. L'Heureux

