

SECOND AMENDMENT TO
DECLARATION OF GRANTS, COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HERITAGE CROSSING AT THE GONDOLA CONDOMINIUMS

THIS SECOND AMENDMENT TO DECLARATION OF GRANTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR HERITAGE CROSSING AT THE GONDOLA CONDOMINIUMS (the "Second Amendment") shall be effective (the "Effective Date") upon recordation in the Office of the Clerk and Recorder of San Miguel County, State of Colorado (the "Official Records"). Unless otherwise defined herein, all capitalized words shall have the meaning ascribed in the Declaration (as hereinafter defined).

RECITALS

A. Wildair, LP, a Texas limited partnership ("Declarant") previously filed that certain Declaration of Grants, Covenants, Conditions and Restrictions for Heritage Crossing at the Gondola Condominiums on March 26, 2002, under Reception No. 347962 of the Official Records, and that certain First Amendment to Declaration of Grants, Covenants, Conditions and Restrictions for Heritage Crossing at the Gondola Condominiums on April 19, 2002, under Reception No. 348542 of the Official Records (collectively, the "Declaration").

B. Declarant previously filed (i) the Condominium Map on March 26, 2002, under Reception No. 347963 of the Official Records, and (ii) the first amendment to the Condominium Map on April 19, 2002, under Reception No. 348543 of the Official Records (such maps, collectively, the "Condominium Map").

C. Declarant desires to amend the Declaration and the Condominium Map to (i) replace Exhibit C to the Declaration, and (ii) amend certain of the Commercial Units and create additional Limited Common Elements..

D. Pursuant to the Rights Reserved by Declarant, Declarant has the right to amend the Declaration and the Condominium Map for the purposes stated herein.

AMENDMENT

1. Restricted Parking Units. Exhibit C to the Declaration is hereby deleted in its entirety and the attached Exhibit C-1 is substituted therefor.

2. Condominium Map. Sheet 5 of the Condominium Map is hereby deleted and the Condominium Map is amended to include the sheet attached hereto as Attachment I.

3. No Other Amendments. Except as otherwise provided herein, all other terms and provisions of the Declaration, and each and every other Sheet of the Condominium Map, shall remain in full force and effect.

4. Severability. If any of the provisions of this Amendment or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of this Amendment and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

5. **Conflicts.** In the event of any conflict between the terms and provisions of this Amendment and the Declaration, the terms and provisions of this Amendment shall control.

6. **Number and Gender.** Unless the context otherwise requires, the singular shall include the plural, and the plural shall include the singular, and the use of any gender shall include all genders.

7. **Applicable Law.** This Amendment is filed in the Official Records, and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Amendment shall be in the District Court of San Miguel County, Colorado.

8. **Interpretation.** The provisions of this Amendment shall be liberally construed to effectuate the purposes set forth in the Recitals hereof. This Amendment shall be construed and governed under the Laws of the State of Colorado.

9. **Captions.** All captions and titles used in this Amendment are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect the meaning of the text set forth in any paragraph, section or article hereof.

10. **Binding Agreement.** The provisions of this Amendment shall run with the Project and shall be binding on Declarant, its successors and assigns.

11. **Exhibits.** All exhibits attached to this Amendment are a part of, and are hereby incorporated into, this Amendment.

IN WITNESS WHEREOF, Declarant has executed this Declaration effective as of this 25th day of April, 2002.

WILDAIR, LP,
a Texas limited partnership
By: Wildair Management, LLC,
a Texas limited liability company, General Partner

By: Trish Kunz
Trish Kunz, Authorized Agent

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 25th day of April, 2002, by Trish Kunz, Authorized Agent of Wildair Management, LLC, a Texas limited liability company, General Partner of Wildair, LP, a Texas limited partnership, known to me by her Texas drivers license, on behalf of said partnership.

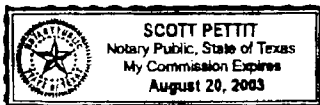
Scott Pettit

Notary Public in and for the State of Texas

Scott Pettit

(Printed Name of Notary)

My Commission Expires: 8-20-07



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EXHIBIT C-1TABLE OF ALLOCATED INTERESTS

<u>Condominium Unit Designation/ Designation of Exclusive Common Elements, if any+</u>	<u>Condominium Unit percentage share of Common Elements and Common Expenses</u>	<u>Condominium Unit percentage of Residential/ Parking or Storage Units, as applicable*</u>	<u>Unit Vote in the affairs of the Class/ Association</u>
R-1 / N/A	7%	2 P.U. 10 % / 5%	1 R.U./2 P.U.
R-2 / N/A	7%	2 P.U. 10 % / 5%	1 R.U./2 P.U.
R-3 / N/A	7%	2 P.U. 10 % / 5%	1 R.U./2 P.U.
R-4 / N/A	7%	2 P.U. 9 % / 5%	1 R.U./2 P.U.
R-5 / N/A	7%	2 P.U. 10 % / 5%	1 R.U./2 P.U.
R-6 / N/A	7%	2 P.U. 10 % / 5%	1 R.U./2 P.U.
R-7 / N/A	7%	2 P.U. 11 % / 5%	1 R.U./2 P.U.
R-8 / N/A	7%	2 P.U. 10 % / 5%	1 R.U./2 P.U.
R-9 / N/A	7%	2 P.U. 10 % / 5%	1 R.U./2 P.U.
R-10/ N/A	7%	2 P.U. 10 % / 5%	1 R.U./2 P.U.
C-1 / N/A	8%	4 P.U. 38 % / 9%	1 C.U./4 P.U.
C-2 / N/A	13%	7 P.U. 57 % / 18%	1 C.U./7 P.U.
C-3/ N/A	3%	4 P.U. 6 % / 9%	1 C.U./4 P.U.
P-6	6.4%	3 %	1 P.U.
P-7	6.4%	3 %	1 P.U.
P-8	6.4%	3 %	1 P.U.
P-9	6.4%	3 %	1 P.U.
P-10	6.3%	3 %	1 P.U.
S-1	2.8%	16 %	1 S.U.
S-2	2.8%	16 %	1 S.U.
S-3	2.8%	16 %	1 S.U.
S-4	2.9%	17 %	1 S.U.
S-5	1.7%	10 %	1 S.U.
S-6	2.3%	13 %	1 S.U.
S-7	2.2%	13 %	1 S.U.

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