

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
AUTUMN GLENN SUBDIVISION**

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF AUTUMN GLENN SUBDIVISION ("Second Amendment") is made as of February 8, 2007, by the undersigned, being the President of the Home Owners Association and having the approval of 75% of current lot owners in Autumn Glenn Subdivision.

1. PARTY WALL means each wall or fence, including the foundations thereof, which is built as a part of the original improvements on a Lot within the Planned Community and constructed on the boundary line between adjoining lots. Such wall or fence, including foundations thereof, which constitutes a Party Wall shall be shared, owned and used in common by the Owners.

2. Party Walls. The Owner shall possess, in fee simple, that portion of the Party Wall, as defined herein, lying within his or her Lot. Each Owner having a Party Wall is hereby granted a mutual reciprocal easement for repair or replacement of said Party Wall. No Owner shall commit or omit any act, the result of which is infringement of the adjoining Owner's rights in the Party Wall absent written agreement between such Owners.

3. In the event that any portion of any structure originally constructed by Declarant, including any party Wall, shall protrude over an adjoining Lot, such structure shall not be deemed to be an encroachment upon the adjoining Lot nor shall any action be maintained for the removal of or for damage because of such protrusion. The foregoing shall also apply to any replacements of any Party Wall if the same are constructed substantially in conformity with the original Party Wall constructed by Declarant.

4. If a Party Wall is in need of repair or is destroyed or damaged by any casualty, the Owners for Lots abutting such Party Wall jointly shall repair, restore or reconstruct it substantially to its original form, and they shall contribution proportion to such Owner's use of such Party Wall to the cost of repair, restoration or reconstruction thereof without the prejudice, however, to the right of any such Owner under any rules of law regarding liability for negligent or willful acts or omissions.

5. Notwithstanding any other provision of this Article, an Owner who by his or her negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. The right of any Owner to any contribution from any such Owner under this article shall be appurtenant to the land and shall pass to such Owner's successors in title; provided however, the right of such Owners to any contribution shall in any event be subordinate to the First Mortgages of any Lots.

6. Destruction or damage to the Party Wall shall not cause the termination of any rights of any of the adjoining Owners thereto, and such Owners will retain those rights herein set forth concerning any reconstruction or replacement of a Party Wall.

Dated this day and year first above written.

AUTUMN GLENN, LLC  
By: *Darren Davidson*  
President Home Owners Association

STATE OF COLORADO )  
  ) ss.  
COUNTY OF MESA        )

The foregoing instrument was acknowledged before me this 8 day of February, 2007, by Autumn Glenn, LLC, by *Darren Davidson*, the President of the Home Owners Association, Autumn Glenn Subdivision.

WITNESS my hand and official seal.  
My commission expires: 9/29/2010  
*Carol Washington*  
Notary Public

