



SECOND SUPPLEMENT TO CONDOMINIUM
DECLARATION AND ANNEXATION AGREEMENT
FOR SAVANNAH CONDOMINIUM

THIS SECOND SUPPLEMENT TO CONDOMINIUM DECLARATION AND ANNEXATION AGREEMENT is made this 17 day of NOVEMBER, 2004, by AMBER COMMUNITIES, INC., a Colorado Corporation, (hereinafter referred to as "Amber").

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Amber executed and has caused to be recorded a Condominium Declaration for Savannah Condominiums (the "Declaration") on July 27, 2004 under Reception #B4133216, of the records of the Clerk and Recorder of Arapahoe County, Colorado; and

WHEREAS, in Section 34(b) of the Declaration, Amber, for itself, its successors and assigns expressly reserved the right to annex from time to time certain real property to the Condominium Project and to subject such additional property to the terms and provisions of the Declaration; and

WHEREAS, Amber has completed the construction of one additional building and other improvements on the real property situated in the County of Arapahoe, Colorado; which property is described on Exhibit "A", attached hereto and incorporated by reference herein; and

WHEREAS, Amber desires to annex such property to the Declaration pursuant to Section 34(b) thereof;

NOW, THEREFORE, Amber does hereby publish and declare that the following terms, conditions, covenants, easements, restrictions, uses, limitations and obligations shall be deemed to run with the land and shall be a burden and benefit to Amber, its successors and assigns and to any person acquiring or owning an interest in the real property and improvements described on Exhibit "A", their grantees, successors, heirs, executors, administrators, devisees or assigns:

1. Annexation of Property. Pursuant to Section 34(b) of the Declaration, the Property described in Exhibit "A" attached hereto is hereby annexed to the "Project", as defined in Section 4(a)(5) of the Declaration, and is hereby submitted to Condominium Ownership and shall hereafter be held, sold, conveyed, encumbered, leased, rented, occupied and improved subject to the terms and provisions of the Declaration. The Property described in Exhibit "A" shall consist of twenty-four (24) additional and separate Condominium Units.

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2. Limited Common Elements. A portion of the common elements described on the **Second Supplement** to the Condominium Map for Savannah Condominiums is reserved for the exclusive use of the Owners of the respective Units and such areas are referred to as "limited common elements". Any balcony, patio or deck which is or are accessible from, associated with and adjoin a Unit shall, without further reference thereto, be used in connection with such Unit to the exclusion of the use thereof by the other Owners of the common elements, except by invitation. Similarly, certain air conditioning equipment which may be situated on the exterior walls or roof of a Building and which shall serve only one (1) Unit, shall be a limited common element, appurtenant to such Unit and shall be maintained, repaired and operated solely by the Owner, or Owners of such Unit. Certain parking space(s) are assigned by Amber on **Exhibit "C"** attached hereto and incorporated herein by this reference and are appurtenant to the Unit purchased and are for the exclusive use of the Owner of such Unit. Further, in accordance with **Section 4(a)(4)** of the Declaration, Amber reserves the right to construct and assign carport and garage spaces on the Property described on **Exhibit A.**

3. Supplement to Condominium Map. Pursuant to **Section 4(a)(6)** of the Declaration a **Second Supplement** to the Condominium Map depicting the location of each Unit submitted hereby, both horizontally and vertically, together with such other information as is required by the provisions of **Section 6** of the Declaration shall be recorded prior to the first conveyance of any of the Units shown thereon. Such Map shall be termed "**Second Supplement to Condominium Map for Amber Condominiums.**" After the **Second Supplement to the Condominium Map and the Second Supplement to the Condominium Declaration** for Amber Condominiums have been filed for record in the office of the Clerk and Recorder of the County of Adams, Colorado every contract, deed, lease, mortgage, trust deed, will or other instrument may legally describe a Condominium Unit as follows:

Condominium Unit No. _____, Building No. _____
Savannah Owners Association, Inc., in accordance with
The Declaration recorded on July 27, 2004, Reception
#B4133216 of the County of Arapahoe
records, together with the exclusive right to use the
following limited common elements: parking, garage
or carport space number(s) _____ and storage space
number(s) _____.

Each such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect not only the Unit but also the appurtenant limited common elements, appurtenant undivided interest in the common elements and all other appurtenant property and property rights and incorporate all of the rights and burdens incident to the ownership of a

Condominium Unit and all the limitations thereon as described in the Declaration and Supplements thereto, Condominium Map and Supplements to the Condominium Map. Each such description shall be construed to include a non-exclusive easement for ingress and egress to and from an Owner's Unit and use of all the limited common elements appurtenant to said Unit as well as all the general common elements.

4. Modification of Undivided Interests. Upon the recording in the records in the office of the Clerk and Recorder of County of Arapahoe, State of Colorado, of this Second Supplement to the Condominium Declaration and Annexation Agreement and of the Second Supplement Condominium Map for the Savannah Condominiums, the undivided interest in the common elements appurtenant to each Condominium Unit in Savannah Condominiums shall be modified in accordance with Section 4(a)(5) of the Declaration. The undivided interest in and to the common elements to each Unit submitted to the Project under the Declaration, and this Second Supplement is modified as set forth on Exhibit "D" attached hereto and incorporated herein by this reference. The storage spaces which are limited common elements appurtenant to each Unit are also limited common elements.
5. Easements. Each Owner shall have the non-exclusive right, and easement together with all other Owners of Units at Savannah Condominiums to use all the general common elements, open spaces, recreational facilities, grass and landscaping areas and all other areas in the Project which are not herein specifically designated to the use of less than all the Owners. This easement shall be irrevocable and shall be for the purposes of ingress and egress, recreational and social use and shall apply to all of the Property hereinbefore, hereby and hereinafter committed to this Condominium Project.
6. Reservation. Amber reserves the right to annex further property to this Condominium Project as provided in Section 4(a)(5) of the Condominium Declaration for Savannah Condominiums.
7. Assessments for Common Expenses. The common expense assessments for each Unit within the entire Project shall be determined as provided in Section 20(a) of the Condominium Declaration for Savannah Condominiums. The square footage of each Condominium Unit submitted to the Project hereby is set forth on Exhibit "B".
8. General. (a) The provisions contained in this Second Supplement and Annexation Agreement to the Condominium Declaration for Savannah Condominiums shall be in addition and supplemental to the provisions contained in the recorded Condominium Declaration for Savannah Condominiums. All provisions of the Condominium Declaration for Savannah Condominiums, and any amendments and supplements thereto, except those specifically modified

herein, shall be applicable to the real property described on Exhibit "A" and incorporated by reference in this Second Supplement.

(b) If any of the provisions of this instrument 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 Supplement, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

(c) The provisions of this instrument shall be in addition and supplemental to the Condominium Ownership Act of the State of Colorado and to all other provisions of law.

(d) That whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, Amber has duly executed this Second Supplement to the Declaration for Savannah Owners Association, Inc. this 17 day of NOVEMBER, A.D., 2004.

AMBER COMMUNITIES, INC.
A Colorado Corporation

By Deborah M. Hill
Vice President

STATE OF COLORADO
COUNTY OF ARAPAHOE

The above and foregoing instrument was acknowledged before me, a Notary Public, this 17 day of NOVEMBER, 2004 by Deborah M. Hill, Vice President and _____, as _____ of AMBER COMMUNITIES, INC., a Colorado Corporation.

Witness my hand and official seal.

My commission expires: 7-28-08

Eileen Szakmary
Notary Public

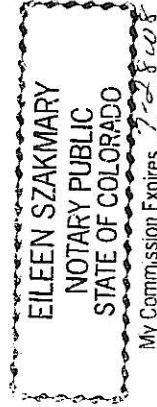


EXHIBIT A
SAVANNAH CONDOMINIUMS
SECOND SUPPLEMENT LEGAL DESCRIPTION

A PORTION OF LOT 1, BLOCK 1, SOUTHCREEK SUBDIVISION FILING NO. 6 AS RECORDED AT RECEPTION NO. B3208724 IN THE LAND RECORDS OF ARAPAHOE COUNTY, COLORADO, LOCATED IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF JAMISON AVENUE (60 FOOT WIDE) FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 32 BEARS N61°41'26"W, A DISTANCE OF 1438.86 FEET;

THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID SOUTHERLY LINE,

1. 223.62 FEET ALONG SAID SOUTHERLY LINE AND A CURVE TO THE LEFT CONTAINING A RADIUS OF 510.00 FEET, AN INTERIOR ANGLE OF 25°07'22", AND A CHORD OF 221.83 FEET WHICH BEARS S82°04'40"E, TO A POINT;

2. N85°21'38"E, A DISTANCE OF 57.18 FEET TO A POINT OF CURVATURE; 22.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT CONTAINING A RADIUS OF 470.00 FEET, AN INTERIOR ANGLE OF 02°44'00", AND A CHORD OF 22.42 FEET WHICH BEARS N86°43'38"E TO THE POINT OF BEGINNING;

THENCE 284.43 FEET ALONG THE ARC OF CURVE TO THE RIGHT CONTAINING A RADIUS OF 470.00 FEET, AN INTERIOR ANGLE OF 34°40'25", AND A CHORD OF 280.11 FEET WHICH BEARS S74°34'11"E TO THE NORTHEAST CORNER OF SAID LOT 1 BLOCK 1;

THENCE ALONG THE EASTERLY LINE OF SAID LOT 1, BLOCK 1, THE FOLLOWING TWO (2) COURSES;

1. S35°21'08"W, A DISTANCE OF 168.41 FEET TO A POINT;
2. S48°24'42"W, A DISTANCE OF 51.88 FEET TO A POINT;

THENCE RUNNING THROUGH SAID LOT 1, BLOCK 1, THE FOLLOWING SIX (6) COURSE:

1. N41°35'18"W, A DISTANCE OF 31.00 FEET TO A POINT;
2. N08°49'18"E, A DISTANCE OF 54.71 FEET TO A POINT;
3. N81°10'42"W, A DISTANCE OF 109.85 FEET TO A POINT;
4. N86°07'09"W, A DISTANCE OF 28.65 FEET TO A POINT;
5. N03°52'51"E, A DISTANCE OF 135.55 FEET TO A POINT OF CURVATURE;
6. 16.65 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT CONTAINING A RADIUS OF 25.00 FEET, AN INTERIOR ANGLE OF 38°10'05", AND A CHORD OF 16.35 FEET WHICH BEARS N22°58'53"E, TO THE POINT OF BEGINNING.

CONTAINING 40944 SQUARE FEET OR 0.9399 ACRES OF LAND, MORE OR LESS

EXHIBIT C
 SAVANNAH CONDOMINIUMS
 SECOND SUPPLEMENT PARKING SPACES
 BUILDING 2

ADDRESS	PARKING SPACES
15700 E. JAMISON DR ENGLEWOOD, CO 80112.	
UNIT #101	42
UNIT #201	44
UNIT #301	46
UNIT #102	35
UNIT #202	34
UNIT #302	32
UNIT #103	41
UNIT #203	43
UNIT #303	45
UNIT #104	40
UNIT #204	33
UNIT #304	31
UNIT #105	47
UNIT #205	50
UNIT #305	52
UNIT #106	58
UNIT #206	56
UNIT #306	54
UNIT #107	49
UNIT #207	51
UNIT #307	53
UNIT #108	59
UNIT #208	57
UNIT #308	55

EXHIBIT D
 SAVANNAH CONDOMINIUMS
 SECOND SUPPLEMENT PERCENTAGE INTEREST IN COMMON
 ELEMENTS
 BUILDING 2

ADDRESS	% INTEREST
14700 E. 104 TH AVE.	
UNIT #101	1/36
UNIT #102	1/36
UNIT #103	1/36
UNIT #104	1/36
UNIT #105	1/36
UNIT #106	1/36
UNIT #107	1/36
UNIT #108	1/36
UNIT #201	1/36
UNIT #202	1/36
UNIT #203	1/36
UNIT #204	1/36
UNIT #205	1/36
UNIT #206	1/36
UNIT #207	1/36
UNIT #208	1/36
UNIT #301	1/36
UNIT #302	1/36
UNIT#303	1/36
UNIT#304	1/36
UNIT #305	1/36
UNIT #306	1/36
UNIT #307	1/36
UNIT#308	1/36