

After recording return to:
Brownstein Hyatt Farber Schreck, LLP
410 17th St., Suite 2200
Denver, CO 80202
Attn: Gregory A. Vallin, Esq.

**SECOND AMENDMENT
TO
PROTECTIVE COVENANTS AND EASEMENTS OF CANDELAS**

THIS SECOND AMENDMENT TO PROTECTIVE COVENANTS AND EASEMENTS OF CANDELAS (this "Amendment") is made effective as of the 6th day of November, 2014, by ARVADA RESIDENTIAL PARTNERS, LLC, a Colorado limited liability company ("Master Developer").

RECITALS

A. Master Developer executed those certain Protective Covenants and Easements of Candelas, which were recorded in the records of the Clerk and Recorder of Jefferson County, Colorado (the "Jefferson County Records") on March 26, 2012 at Reception No. 2012032029 (as previously amended and supplemented, the "Covenants"), affecting certain real property described therein (the "Property") located in the City of Arvada, County of Jefferson, State of Colorado. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Covenants.

B. Section 6.3.2 of the Covenants permits Master Developer to amend the Covenants without the consent or approval of any other Owner or any other Person in order to correct clerical, typographical or technical errors, or to clarify the Covenants or any provision thereof.

C. As of the date hereof, the Covenants contain an ambiguity with respect to the date by which landscaping must be installed on the side and back yards of each Unit by the Owner thereof, which Master Developer desires to clarify as more fully set forth herein.

NOW THEREFORE, pursuant to the powers retained by Master Developer under Section 6.3.2 of the Covenants, Master Developer declares as follows:

1. Landscaping. Section 3.13 of the Covenants shall govern with respect to the landscaping requirements of an Owner (other than Master Developer or a Builder) to install landscaping on the side and back yards of such Owner's Unit.

2. Clarification to Section 2.7 of the Covenants/Prosecution of Work After Approval. In order to clarify that the more specific terms of Section 3.13 of the Covenants control over the more general terms of Section 2.7 of the Covenants, Section 2.7 of the Covenants is hereby restated in its entirety as follows:

"After approval of any proposed Improvement, the proposed Improvement shall be accomplished as promptly and diligently as possible and in complete conformity with all conditions and requirements of the approval. Except for the Master Developer or Builders, and except for landscaping which shall be completed within the timeframe provided in Section 3.13 hereof, failure to complete the proposed Improvement within one (1) year after the date of approval of the application or to complete the Improvement in complete conformance with the conditions and requirements of the approval, shall constitute noncompliance; provided, however, that the

Authorized Entity may grant extensions of time for completion of any proposed Improvements. Non-compliance with any provision of these Covenants may result in any of the remedies that are provided for in Section 6.1 of these Covenants.”

IN WITNESS WHEREOF, Master Developer has executed this Amendment to be effective as of the date and year first written above.

MASTER DEVELOPER:

ARVADA RESIDENTIAL PARTNERS, LLC,
a Colorado limited liability company

By: _____

[Signature]
Brian Daly, Vice President

STATE OF COLORADO)

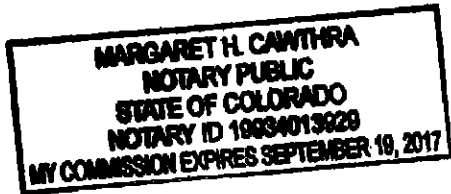
) ss.

CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 5th day of November, 2014, by Brian Daly, as Vice President of Arvada Residential Partners, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: _____



[Signature]

Notary Public