

FIRST SUPPLEMENTAL DECLARATION

FOR

ASPEN, MOUNTAIN VIEW,

OAK RIDGE I,

EAGLE COUNTY, COLORADO

This First Supplemental Declaration is made this 2ND day of
APRIL, 1981, by BASALT MOUNTAIN ASSOCIATES, a Colorado
general partnership.

I.

CERTAIN DEFINITIONS

1.1 Declarant. Declarant shall mean Basalt Mountain
Associates, a Colorado general partnership, consisting of Richard
M. Jennings, Walter Strenger and Hermann Reinert.

1.2 Master Declaration. Master Declaration shall mean that
certain Master Declaration of Protective Covenants for the Resi-
dential Areas of Aspen, Mountain View, Eagle County, Colorado,
made and executed by Declarant, dated APRIL 2ND, 1981,
and recorded APRIL 14TH, 1981, in the records in the
office of the County Clerk and Recorder of Eagle County, Colorado,
in Book 321 at Page 619.

1.3 Supplemental Declaration. The First Supplemental
Declaration shall mean this Supplemental Declaration.

II.

DECLARATION - PROPERTY AFFECTED

2.1 Declaration. Declarant, as owner of all of the here-
inafter described real property, hereby declares, for itself,
its successors and assigns, that all of said property shall, at
all times, be owned, held, used and occupied subject to all of
the provisions, covenants, conditions and restrictions contained
in the Master Declaration except as is hereinafter specifically
stated in this First Supplemental Declaration, each of which is

hereby adopted and incorporated herein by this reference, and to the additional provisions, covenants, conditions and restrictions contained in this Supplemental Declaration.

2.2 Other Supplemental Declarations. The hereinafter described property shall not be subject to any of the provisions, covenants, conditions or restrictions contained in any other Supplemental Declaration or instrument prepared or recorded with respect to any other property unless and except to the extent any such provision, covenant, condition or restriction is herein or hereafter specifically adopted and made applicable to the hereinafter described property.

2.3 Property Affected. The real property herein referred to is more particularly described as:

Lots 1 and 2 and 5 through 19, constituting and forming a part of Aspen, Mountain View, Oak Ridge I, Eagle County, Colorado according to the plat thereof dated FEB. 25, 1981, and recorded APRIL 14th, 1981, in the office of the County Clerk and Recorder of Eagle County, Colorado in Plat Book ____ at Page ____, Reception Number ____, (hereinafter called "Oak Ridge").

Lots 3 and 4 shall not be subject to any of the provisions, covenants, conditions or restrictions, contained in the Master Declaration or this Supplemental Declaration nor shall the owner or owners thereof be members of the Association or entitled to any of the rights, benefits, privileges or facilities of the Association or Aspen, Mountain View, unless and until by instrument duly executed and recorded, the owner or owners of said lots accept and agree to be bound by the Master Declaration or this Supplemental Declaration.

2.4 Amendment or Revocation. As provided in Paragraph 3.5 of the Master Declaration, this Supplemental Declaration may be amended or repealed, with the written consent of Declarant, by the recording of a written instrument, specifying the amendment or the repeal, executed by Declarant and by the owners of not less than eighty (80%) percent of the members then subject to this Supplemental Declaration, including any such Lots owned by Declarant. No such amendment or repeal shall be effective with

respect to the holder or successor or assign of the holder of a mortgage or deed of trust recorded prior to recording of the instrument specifying the amendment or repeal unless more than eighty (80%) percent of such holders execute said instrument.

III.

LAND CLASSIFICATIONS

3.1 Lots. Each numbered lot of the Property shown on the recorded plat of the Property is and shall be a Lot as that term is defined and used in the Master Declaration.

3.2 Common Areas. A portion of the Property shown on the recorded plat marked "Common Area" shall be or constitute Common Area as that term is defined and used in the Master Declaration.

3.3 Easements. None of the Property shall be and constitute Greenbelt Area as that term is defined and used in the Master Declaration. Any portion of the Property encumbered by any easement specified in the Dedication on the recorded plat of the Property may be utilized and improved to the extent reasonably necessary to proper use and enjoyment of the easement for the purpose(s) designated thereon only as permitted under the Master Declaration.

IV.

SUPPLEMENTAL PROVISIONS APPLICABLE TO LOTS

4.1 Residence Floor Area. The minimum floor area required of any residence structure which may be constructed on a Lot shall be as provided in the Master Declaration.

4.2 Height Limits. No residence structure or other structure, or above-ground improvement on a Lot shall rise more than the height limits shown on Building Envelope Map for Oak Ridge I. All such height limits shall be measured vertically from any point of the existing grade to the highest point of the roof at that point of existing grade, unless otherwise specified on the Building Envelope Map, which is attached hereto and made a part hereof.

4.3 Building Location Requirements. All above-ground improvements on any Lot except permitted landscaping and necessary crossings by access drives, bridges or paths and except improvements necessary or desirable in connection with any easements referred to herein or in the dedication on the recorded Plat of the Property or other easements approved by the Owner of the Lot and by Declarant, shall be located within the building envelope established for that Lot as shown on the map attached hereto and identified as the Building Envelope Map for the Property.

4.4 Areas designated for specific recreation areas, if any, are shown on the map attached hereto and identified as the Building Envelope Map for the Property.

V.

ADDITIONAL PROVISIONS APPLICABLE TO PROPERTY

5.1 Reserved Right To Enter For Development. Declarant, in continuation of its development in the area, shall at any time up to and including DECEMBER 31, 1984, have and retain the right to enter upon any Lot to clear to remove trees, shrubs and growing plants and to do such development work as may be necessary or desirable in connection with the installation of drainage or utilities facilities; in connection with the completion and finishing of roads, including grading, banking and paving; in connection with planting or landscaping work on any nearby or adjacent parcels of property; in connection with the filling and grading of any nearby or adjacent parcels of property; or in connection with any improvements necessary or desirable in connection with any easements referred to in the Master Declaration or in the Dedication on the recorded Plat of the Property or other easements approved by the owner of the Property affected and by Declarant, provided the same is accomplished without cost or expense to the owner of the Lot and no damage is done to any improvements thereon.

OK has Reserved Right to
Enter for Enforcement

5.2 Provisions Herein Incorporated in Deeds. Each provision, covenant, condition and restriction contained in this Supplemental Declaration and contained in the Master Declaration shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any of the Property is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument.

IN WITNESS WHEREOF Declarant has executed this Supplemental Declaration the day and year first above written.

BASALT MOUNTAIN ASSOCIATES, a
Colorado general partnership

By

Richard M. Jennings
Richard M. Jennings, General
Partner

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 2ND day of APRIL, 1981, by Richard M. Jennings, General Partner of Basalt Mountain Associates, a Colorado general partnership, for and as the act of the partnership.

My commission expires: December 16, 1984.

Witness my hand and official seal.

Susan A. Chappin
Notary Public

