

Recpt. # 468346  
1994 May 19  
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**AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
THE ASPENS AT EAGLES NEST**

This Amendment to the Declaration of Covenants, Conditions and Restrictions of The Aspens at Eagles Nest is made this 19<sup>th</sup> day of May, 1994 by RIELLY HOMES LIMITED LIABILITY COMPANY, a Colorado limited liability company ("Declarant").

WHEREAS, Declarant filed the Declaration of Covenants, Conditions and Restrictions of The Aspens at Eagles Nest dated August 25, 1993 on August 26, 1993 at Reception No. 449465 of the Summit County, Colorado records ("Declaration").

WHEREAS, none of the Lots subject to the Declaration have been transferred and, therefore, Declarant is the owner of 100% of the Lots.

WHEREAS, Declarant has become aware of certain matters which may not have been adequately or properly addressed in the Declaration and desires to amend the Declaration in accordance with Section 10.3 thereof.

NOW, THEREFORE, Declarant, as the Owner of 100% of the Lots, hereby amends the Declaration as follows:

1. All words or terms defined in the Declaration shall have the same meaning herein as provided for in the Declaration.

2. Section 4.8 shall be deleted in its entirety and the following substituted therefor:

The Annual Assessments provided for herein shall commence as to each Lot on the day following the issuance of a Certificate of Occupancy for each such Lot. Written notice of assessments shall be sent to every Owner.

3. Section 5.6(a) shall be deleted in its entirety and the following shall be substituted therefor:

Each Lot and the Common Areas shall be subject to: all easements and rights-of-way as shown on the Plat; easements and encroachments created by construction, including those for overhangs, roofs, patios and fences; easements for utility and utility services as constructed by the Declarant; easements for vehicular and pedestrian access to and from each Residence, over, across and through driveways as constructed by Declarant on any other Lot, whether loaded completely or partially on or shared with such adjacent Lot, and for parking of

vehicles, provided that no Owner, tenant, guest or other invitee shall have any right to park any vehicle on any portion of any driveway in a location which hinders vehicular access or from the Residence located on any other Lot; easements for maintenance of all improvements and utility services; and easements for access by the Association to effect the purposes set forth in this Declaration, including, but not limited to, the promotion of the health, safety and welfare of the residents of the Property.

4. The second sentence of Section 7.3 shall be deleted in its entirety and the following shall be substituted therefor:

Thereafter, the Association shall reallocate the ownership, voting rights, and assessment ratios determined in accordance with this Declaration according to the principles employed in this Declaration at its inception as set forth in Section 4.7 of the Declaration.

5. In Section 8.1 "Two-Thirds" in the heading and in the second line shall be deleted and "Sixty-Seven Percent (67%)" shall be substituted therefor.

6. In Section 10.3 both references to "Two-Thirds" in the last sentence shall be deleted and "Sixty-Seven Percent (67%)" shall be substituted therefor.

7. In the event of any conflict between this Amendment and the Declaration, the provisions hereof shall prevail over the provisions of the Declaration.

8. Except as hereby amended, the Declaration shall remain unchanged and in full force and effect and is hereby reaffirmed and ratified.

IN WITNESS WHEREOF, Rielly Homes Limited Liability Company, a Colorado limited liability company, has caused its name to be hereunto signed and affixed by its duly authorized manager this 19<sup>th</sup> day of May, 1994.

RIELLY HOMES LIMITED LIABILITY COMPANY,  
a Colorado limited liability company

By:   
Kevin Shelden, Manager

STATE OF COLORADO )  
 ) ss:  
COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of May, 1994 by Kevin Sheldon as Manager of Rielly Homes Limited Liability Company, a Colorado limited liability company.



Witness my hand and official seal.  
My commission expires: 5/5/98

My Commission Expires May 4, 1998  
P.O. Box 157  
Boulder, Colorado 80424

Sharon R. Steiner  
Notary Public

CONSENT TO AMENDMENT  
OF  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
THE ASPENS AT EAGLES NEST

The Bank, N.A., as beneficiary of the Deed of Trust from Rielly Homes Limited Liability Company dated August 10, 1993 and recorded August 30, 1993 at Reception No. 449730 of the Summit County, Colorado records, which Deed of Trust represents the first security interest on or in all of the Lots included within The Aspens at Eagles Nest and, therefore, constitutes the only Mortgage, and as holder of 100% of the Mortgages, hereby consents to the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions of The Aspens at Eagles Nest.

THE BANK, N.A.

By: [Signature]  
Kenneth G. Trausch,  
Senior Vice President

STATE OF COLORADO )  
 ) ss:  
COUNTY OF SUMMIT )

The foregoing Consent was acknowledged before me this 19<sup>th</sup> day of May, 1994 by Kenneth G. Trausch as Senior Vice President of The Bank, N.A.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_

My Commission Expires 01-04-98  
Mary L. Moeller/Notary  
122 Sauterne Ln.  
P.O. Box 2495  
Silverthorne, CO 80498

Mary L. Moeller  
Notary Public

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