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MOUNTAIN EDGE CONDOMINIUMS AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS

These Mountain Edge Condominiums Amended and Restated Declaration of Protective Covenants (these "Covenants") shall be effective upon recordation and are made and adopted by the Mountain Edge Condominium Association, Inc., a Colorado nonprofit corporation (the "Association") and amend and restate that certain Condominium Declaration for Mountain Edge Condominiums as recorded in the real property records of Gunnison County, Colorado at Reception No. 361771 (the "Original Declaration"), that certain First Amended Condominium Declaration for Mountain Edge Condominiums as recorded in the real property records of Gunnison County, Colorado at Reception No. 370835, that certain document recorded in the real property records of Gunnison County, Colorado at Reception No. 370935, and that certain Amendment to First Amended Declaration for Mountain Edge Condominiums as recorded in the real property records of Gunnison County, Colorado at Reception No. 696422 and any and all other amendments to the Original Declaration (collectively, the "Amended Original Declaration"). The Amended Original Declaration is superseded, amended, and replaced by these Covenants. These Covenants are adopted upon the unanimous affirmative, written consent and vote of the Owners pursuant to paragraph 18 of the Amended Original Declaration and C.R.S. § 38-33.3-217(1)(a)(I) and the unanimous consent and agreement of all recorded first and second mortgages and beneficiaries of all first and second deeds of trust pursuant to paragraph 18 of the Amended Original Declaration and C.R.S. § 38-33.3-217(1)(b). **These Covenants shall be indexed in the grantee's index in the name of Mountain Edge Condominiums and in the name of Mountain Edge Condominium Association, Inc., a Colorado nonprofit corporation, and in the grantor's index in the name of Mountain Edge Condominium Association, Inc., a Colorado nonprofit corporation and each of the individual owners who executed an approval as recorded herewith.** The Amended Original Declaration is amended and restated as follows:

ARTICLE 1: Dedication

Section 1.1. Property Dedicated. The following covenants, restrictions and easements, shall be binding upon and affect the real property more particularly described as:

> Condominium Map of Mountain Edge Condominiums, Phase 1, Building A according to the map thereof recorded in the real property records of Gunnison County, Colorado at Reception No. 361770 as supplemented, amended or otherwise affected by documents recorded in the real property records of Gunnison County, Colorado at Reception Nos. 445312 and 447993 (the "Map" and all real property described on the Map being the "Property").

Section 1.2. Dedication. These Covenants shall run with the Property and shall be binding upon all persons and entities having any right, title or interest in and to the Property or any Units, units, tracts, or parts thereof, their heirs, successors and assigns and their tenants, employees, guests, agents and invitees and shall inure to and be for the benefit of each Owner of a Unit within

the Property. These Covenants are imposed for the benefit of all Owners and all future owners of Units and areas located within the Property and to provide for the preservation of values of the Property and to provide and preserve the covenants, easements, restrictions, assessments, liens and all other matters set forth in the Covenants, all of which are for the benefit of the Property. The benefits and burdens of these Covenants shall run with the land and shall be binding upon and inure to the benefit of all current and future owners of the Property.

ARTICLE 2: Definitions

Section 2.1. "Association" means Mountain Edge Condominiums Association, Inc., a Colorado nonprofit corporation.

Section 2.2. "Building" means the building shown on the Map, as amended.

Section 2.3. "CCIOA" means the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, *et seq.*, as amended.

Section 2.4. "Common Elements" means all of the real property and improvements shown on the Map except for the Units. The Common Elements include the Limited Common Elements (which may also be referred to in these Covenants and on the Map as "L.C.E." or "LCE") and all General Common Elements (which may also be referred to as "G.C.E." or "GCE" in these Covenants or on the Map) and all areas designated as common area or open space, which are to be treated as GCE if not specifically labeled as LCE.

Section 2.5. "Common Expenses" means expenditures made or liabilities incurred by the Association. Common Expenses include, without limitation, the costs of insurance, utilities paid by the Association because they are not separately metered to the Units, costs of repair and upkeep for the Building and parking lot, snow removal, and fees and costs for association managers and other contractors.

Section 2.6. "General Common Elements" means all of the Common Elements that are not Limited Common Elements.

Section 2.7. "Governing Documents" means the Map, these Covenants, the Articles of Incorporation of the Association, the Bylaws of the Association, and all of the rules, regulations, policies, procedures and other resolutions of the Association. The rules, regulations, policies and procedures of the Association are referred to herein as the "Regulations."

Section 2.8. "Limited Common Elements" means a portion of the Common Elements allocated by these Covenants or the Map for the exclusive use of one or more Units, but fewer than all of the Units. The Limited Common Elements include those parts of the Common Elements limited to or reserved for the exclusive use of the Owners of one or more, but less than all, Units. The Limited Common Elements also include any and all balconies which are accessible only from within, and which adjoin only a single Unit. The Limited Common Elements include, without limitation, all chimneys and flues.

Section 2.9. "Owner" means the owner or owners of a Unit.

Section 2.10. "Unit" means an individual air space unit as shown on the Map. The Unit includes interior finished surfaces, but does not include the unfinished interior surfaces of the perimeter walls, windows, doors, ceilings and bearing walls of such Unit. Specifically, but without limitation, the exterior windows and exterior doors are not a part of a Unit, but the interior finishes of the doors and windows are part of the Unit. The Unit also includes the utilities for such Unit where they enter that Unit's finished surfaces. All fixtures and equipment installed within the Unit commencing at the point where the utility lines, pipes, wires, conduits or systems enter the Unit are a part of the Unit, including without limitation any and all water heaters and boilers in the Unit. The Unit also includes the fee simple interest and title in and to the Unit, together with the undivided percentage interest in the General Common Elements appurtenant to the Unit and all appurtenant Limited Common Elements for such Unit.

ARTICLE 3: CCIOA Provisions

Section 3.1. Condominium. The name of the common interest community is Mountain Edge Condominiums. Mountain Edge Condominiums is a condominium. Mountain Edge Condominiums is located in Gunnison County, Colorado.

Section 3.2. Identification of Elements; General Matters. The Units are more particularly described on the Map, which is incorporated herein by this reference. The only Limited Common Elements are those shown on the Map and, in addition, those reserved by these Covenants. Such Limited Common Elements may only be used by the Owner of the Unit for which such Limited Common Elements are designated except for purposes of maintenance and repair of other Units and the Common Elements. The allocation of voting rights, ownership of GCE, and assessment liability are set forth on **Exhibit A**, which is incorporated herein by this reference. All recorded easements, licenses, and similar matters are set forth on the Map. Mountain Edge Condominiums is subject to CCIOA and the Association is entitled to exercise all rights, privileges, and powers granted to associations under CCIOA and any other Colorado law. If any portion of the Common Elements now or hereafter encroaches upon a Unit or Units, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. If any portion of a Unit now encroaches upon the Common Elements or upon an adjoining Unit or Units, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist.

ARTICLE 4: Uses and Limitations

Section 4.1. General Use. The use of the Units may be further limited or defined by the Association's Governing Documents; provided, however, that the Property, including the Units, shall be used exclusively for single family residential use. The Association's Regulations may allow, allow with limitations, or prohibit matters such as in-home occupations; provided, however that the Regulations may not permit any activities or improvements prohibited by these Covenants. The General Common Elements shall be owned in common by all of the Owners and remain undivided except as may otherwise be provided in these Covenants. Subject to the Regulations, each Owner may use the General Common Elements and such Owner's Limited Common

Elements for the purposes for which they are intended, without hindering or encroaching upon the lawful rights of other Owners. No Unit may be further subdivided. No interest in the Common Elements may be conveyed by an Owner separate and apart from the conveyance of the Owner's Unit.

Section 4.2. Specific Restrictions. The following uses are not permitted by any Owner, including any guest, invitee, licensee, or renter of any Owner, on the Property including on or at any Unit:

a. Timesharing including multiple ownership structures that operate like timeshares. Timeshares are prohibited.

Section 4.3. Regulations. All Owners and their tenants and guests are required to comply with all Governing Documents, including without limitation the Regulations. Each Owner shall be liable for any violation of the Governing Documents, including without limitation the Regulations, by his or her tenants, guests, and all other persons on the Property at the request of, or upon the permission of, such Owner. Each Owner shall be required to maintain insurance of a type and in the amounts to be set forth in the Regulations, if required by the Regulations. The Regulations may set forth additional limitations on the activities that may be engaged in by Owners, including without limitations their guests and tenants, in Units and the Common Elements, including specifically and without limitation any restrictions as may be required or recommended to reduce the premiums for insurance on the Common Elements or Units or to otherwise increase the insurability of the Common Elements or Units.

Section 4.4. Standards for Upkeep and Design. As part of the Association's Regulations, the Association shall provide rules, regulations, policies and procedures establishing the standards for those exterior items allowed to be placed, stored or maintained by Owners.

Section 4.5. Maintenance by Owners, Utilities, and Insurance. Each Owner shall maintain his or her Unit in good condition as defined in the Regulations. Owners are prohibited from altering, impacting or otherwise disturbing or damaging the Common Elements except that Owners may make repairs or modifications of the Common Elements upon prior, written approval by the Association. Each Owner shall pay all utilities separately metered for such Owner's Unit. Each Owner shall maintain insurance for such Owner's Unit and the contents thereof as is sufficient to pay for the replacement thereof.

Section 4.6. Standards to Ensure Compatible Uses; Nuisance. All Units will be used for single family residential purposes only. Except for parking and as may be permitted in the Regulations, Owners are not permitted to engage in outside storage. All parking must comply with the Association's Regulations, which may limit parking, establish locations for parking, and other matters relating to parking. All Units shall be used in a manner consistent with the residential area. No nuisance shall be allowed, permitted, or occur in any Unit or Building, nor shall any activity be allowed, permitted or occur in any Unit or Building which is, or arises from, any unreasonable, unwarranted or unlawful use of any Unit or Building and which activity is the source of annoyance to residents or which interferes with the peaceful possession and proper use of any other Unit by

its residents. Smoking, whether of tobacco or marijuana or other substances, is prohibited in any Unit or any Building. Any such smoking shall constitute a nuisance.

Section 4.7. Domestic Animals. Each Owner shall be permitted to have not more than two domesticated dogs or cats or combination thereof; provided, however, that the board of managers of the Association may allow a greater number upon a showing of good cause. All domesticated animals shall be kept under control at all times, including through kennels, leashes, and other forms of effective restraint. Fish and other, similar confined pets that will not be outdoors at any time are permitted.

Section 4.8. Mechanic's Liens. No labor performed or materials furnished and incorporated in a unit with the consent or at the request of an Owner shall be the basis of filing a lien against the Unit of any other Owner or the Common Elements owned by other Owners. Each Owner shall indemnify and hold harmless each of the other Owners of and from any and all claims arising out of or relating to any labor performed or materials furnished to such indemnify Owner's Unit.

ARTICLE 5: Duties and Powers

Section 5.1. Association Duties. The Association shall be responsible for all upkeep, repair and replacement of the Common Elements. The Association shall be responsible for all parking lot maintenance and snow removal. The Association shall obtain insurance for the Common Elements with such coverage as required by CCIOA and, if no such requirements exist, with such coverage and in such amounts as are customary to other condominium associations in the area. Notwithstanding the foregoing, however, an Owner shall be responsible for and shall pay for all costs and expenses to repair, fix or replace any damage to the Common Elements caused by that Owner, including without limitation that Owner's agents, tenants, guests and contractors.

Section 5.2. Association Powers. Subject to the specific provisions of these Covenants and the bylaws of the Association, the Association may:

a. Adopt and amend bylaws, policies, procedures and rules and regulations, including a schedule of fines and enforcing the same through a fine process promulgated by the Association;

b. Adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for Common Expenses;

c. Hire and terminate managing agents and other employees, agents, and independent contractors;

d. Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or on behalf of owners of the Units;

e. Make contracts and incur liabilities;

f. Regulate the use, maintenance, repair, replacement, and modification of the Common Elements;

g. Cause additional improvements to be made as a part of the Common Elements;

h. Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property, except that the Common Elements may be conveyed or subjected to a security interest only pursuant to law;

i. Grant easements, leases, licenses, and concessions through or over the Common Elements;

j. Impose and receive any payments, fees, or charges for the use, rental, or operation of the Common Elements;

k. Impose charges for late payment of assessments, recover reasonable attorney fees and other legal costs for collection of assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated;

l. Impose reasonable charges for the preparation and recordation of amendments to these Covenants or statements of unpaid assessments;

m. Provide for the indemnification of its officers and executive board and maintain directors' and officers' liability insurance;

n. Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;

o. Obtain and maintain insurance on the Common Elements;

p. Adopt and amend rules, regulations, policies and procedures regarding domestic or other household pets, subject to such limitations as may be imposed by any other governing entity;

q. Provided that they cannot be inconsistent with the Covenants and Map, adopt and amend the Regulations through the Association's board of managers, including policies, procedures, rules and regulations: (1) permitted or required by CCIOA, (2) as contemplated by these Covenants, and/or (3) as otherwise governing all use of the Property and construction and maintenance of improvements on the Property;

r. Access, pass through, and otherwise enter into any Unit for purposes of maintenance, repair, and replacement of any Limited Common Element and any General Common Element;

s. Exercise any other powers necessary and proper for the governance and operation of the Association.

Section 5.3. Membership. Every person or entity holding an ownership interest in any Unit, and by whatever means acquired, shall automatically become a member of the Association (hereinafter, "Member"), in accordance and in compliance with these Covenants, the articles of incorporation for the Association, and the bylaws for the Association. If ownership of any Unit is jointly held or held in any sort of fractional ownership, then the appertaining membership shall also be jointly held. Notwithstanding the foregoing, however, there shall not be more than one membership for each Unit. Membership shall be appurtenant to and may not be separated from the ownership of any Unit.

Section 5.4. Voting Rights; Common Expense Liabilities. All voting rights of the Association are allocated to the Owner of each Unit in a percentage of votes equal to the percentage ownership of the General Common Elements as allocated on **Exhibit A** for such Owner's Unit. If a membership is jointly held, all holders are entitled to participate in the affairs of the Association, but must act unanimously with respect to any vote to be cast for their membership. If the holders of a membership interest that is jointly held fail to act unanimously, they will be treated as having abstained. The Association shall be entitled to presume that the vote, if properly cast, is the united expression of such joint owners, and shall not be required to otherwise inquire as to the authority of any one joint holder to act on behalf of the others. Any designation of a proxy to act for joint holders of a membership must be signed by all such holders. The Common Expenses of the Association shall be allocated to each Owner in a percentage equal to the percentage ownership of the General Common Elements as allocated on **Exhibit A** for that Owner's Unit.

Section 5.5. Division and Sale of General Common Elements; Lease. To the fullest extent permitted by law, the Association, acting through its board of managers, may convert the manager's office, housekeeping office & storage, spa area, the management office, and any other existing room, storage or closet that is currently General Common Element, all as shown by the Map, into one or more new Units (the "New Units") or additions to any existing Units ("Unit Additions") by the following process in addition to any other process required by Colorado law and the Town of Mt. Crested Butte, Colorado: (1) a supplemental map shall be prepared identifying the New Unit(s) or Unit Addition(s), (2) a supplement to these Covenants shall be prepared reallocating the percentage ownership of the General Common Elements and thereby reallocating the voting interests and allocated common expense assessment liability with each Unit assigned a percentage ownership of the General Common Elements equal to a fraction with the numerator the total square footage of the Unit and the denominator the total square footage of all Units, and (3) these supplements shall be provided to the Association's membership either at a meeting or by ballot and shall be approved if approved by the Owners of Units to which at least 67% of the votes in the Association are allocated. Accordingly, an amendment to the Map and Covenants for New Units or Unit Additions only requires approval by the Owners of Units to which at least 67% of the votes in the Association are allocated. In addition, the Association, acting through its board of managers, may lease to an Owner the manager's office, housekeeping office & storage, the management office, spa area, and any other existing room, storage or closet for a term not to exceed 99 years without the necessity of amending these Covenants or the Map; provided, however, that the Owners must be provided with an opportunity to veto such lease at the next annual membership meeting of the Association after such lease is executed if such lease was not previously approved by the Owners. In addition, the Association, acting through its board of managers, may lease to a

person or entity who is not an Owner the manager's office, housekeeping office & storage, the management office, spa area, and any other existing room, storage or closet for a term not to exceed 10 years without the necessity of amending these Covenants or the Map; provided, however, that the Owners must be provided with an opportunity to veto such lease at the next annual membership meeting of the Association after such lease is executed if such lease was not previously approved by the Owners. Any proceeds from the sale or lease of any Common Elements shall be retained by the Association and used to fund capital projects unless the members of the Association otherwise direct at a meeting of the membership.

Section 5.6. Association as Attorney-In-Fact. Each Owner does hereby irrevocably appoint the Association as such Owner's attorney-in-fact to deal with the improvements to the condominium project upon their condemnation, damage, destruction, or obsolescence. All Owners irrevocably constitute and appoint the Association their true and lawful attorney in their name, place and stead for the purpose of dealing with any improvements within the condominium project upon their condemnation or damage, destruction, or obsolescence, all as is hereinafter provided. As attorney-in-fact, the Association by its President and Secretary, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or other instrument with respect to the interest of an Owner which are necessary and appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in the succeeding subparagraphs means restoring the improvements to substantially the same condition in which they existed prior to the damage, with each Unit and the Common Elements having substantially the same vertical and horizontal boundaries as before.

a. In the event of damage or destruction due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the improvements, shall be applied by the Association, as attorney-in-fact, to cause the repair and reconstruction of the improvements.

b. If the insurance proceeds are insufficient to repair and reconstruct the improvements, and if such damage is determined to be not more than sixty percent (60%) of all the improvements in the condominium project, not including land (but including landscaping, roads, and including utilities to the extent their replacement is not the responsibility of a utility company), such damage or destruction shall be promptly repaired and reconstructed by the Association, as attorney-in-fact, using the proceeds of insurance and the proceeds of Assessments if the insurance proceeds are insufficient. The Association shall have full authority, right, and power as attorney-in-fact, to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an Owner to pay any Assessment.

c. If the insurance proceeds are insufficient to repair and reconstruct the damaged improvements, and if such damage is determined to be more than sixty percent (60%) of all the improvements in the condominium project, including landscaping, roads, and utilities when replacement is not the responsibility of a utility company, but not including land, and if the Owners representing sixty-seven (67%) or more ownership of the General Common Elements, do not voluntarily, within one

hundred (100) days thereafter make provisions for reconstruction, the Association shall forthwith record a notice setting for such fact or facts, and upon the recording of such notice by the Association, the entire Property, including the damaged part and the undamaged part, shall be sold by the Association, as attorney-in-fact, for all the Owners, free and clear of the other provisions contained in these Covenants, the Map, and other Governing Documents; provided, however, assessments shall not be abated for the period prior to sale and, after the sale, Owners shall remain personally liable for assessments made prior to the sale. The insurance settlement proceeds and any sale proceeds shall be distributed to the Owners, after payment of all expenses and costs for the Association to wind up its affairs, in accordance with their respective percentage ownership of the General Common Elements less any deductions for amounts owed to the Association from a given Owner.

d. If any portion of the Common Elements are condemned or taken by eminent domain, then: (i) all compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award", shall be payable to the Association as attorney-in-fact, and (ii) the Condemnation Award shall be apportioned among the Owners based on each Owner's percentage interest in the General Common Elements, less any amounts owed to the Association by an Owner and after paying all costs and expenses for the Association to wind up its affairs.

ARTICLE 6: Enforcement; Lien Rights

Section 6.1. Assessments. Each Owner is personally obligated to pay to the Association Common Expense assessments, regular assessments, special assessments, and delinquent assessments imposed by the Association together with, to the fullest extent permitted by law, all interest and late fees thereon and the Association's reasonable attorney's fees (collectively, "Assessments"). The Association shall have a lien on each Unit to secure the prompt and timely payment of all Assessments on each Unit. When a Unit is owned by multiple owners, each owner shall have joint and several liability for all Assessments against such Unit. Any Assessments which are not paid when due shall be delinquent. The Association shall have a lien upon the Units for any and all Assessments. The Association shall have such lien rights and assessment rights and other rights as are set forth in CCIOA. The priority of the Association's lien on the Units shall be as set forth in CCIOA. The Association shall have all lien rights for unpaid dues and all other lien rights provided to common interest community associations under CCIOA, including without limitation all lien rights under C.R.S. § 38-33.3-316. The Association's lien for Assessments is perfected by the recordation of these Covenants and shall not require any further action to be perfected. If an Assessment is not paid by the due date stated in the notice of Assessment, such Assessment is delinquent. Delinquent Assessments shall bear interest from the date of delinquency at the lesser of the maximum rate permitted by applicable law or eighteen percent (18%) per annum, and the Association may assess a monthly late charge thereon in such amount or at such rate as may be established by the Association from time to time in the Regulations. In addition to any other remedy provided by law, the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against such Owner's Unit, and in the event of any such action and to the fullest extent permitted by law, all interest, costs, reasonable costs of collection, and reasonable attorneys' fees of any such action shall be added to the amount

of such Assessment. To the maximum extent permitted by law, all late charges, penalties, interest, reasonable costs of collection, costs of appeal, and reasonable attorneys' fees of the Association incurred with respect to the delinquent Owner shall be part of, and included in, the Association's lien on such delinquent Owner's Unit. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his or her Unit. The Association shall keep a summary of assessments collected and expenses paid. Acceptance of ownership of a Unit is acceptance of these Covenants by such Owner and constitutes the Owner's agreement to be bound by these Covenants and all Governing Documents.

Section 6.2. Waiver. Each Owner individually and for their family members, owners, and their agents, employees, tenants, guests and invitees expressly covenants and agrees that no cause of action nor claim of any kind shall lie or be taken against the Association, or the members of the board of managers of the Association or the duly appointed representative(s) or agent(s) of said Association for any personal injury, property or other economic damage arising from or in connection with the use of the Common Elements by any person, or of any property within the Property unless caused by an intentional or reckless act or omission of the Association. Furthermore, notwithstanding any other provision of these Covenants or any other document of the Association, to the fullest extent permitted by law, the Association shall not be liable for any injury or damages suffered within a Unit or the Limited Common Elements.

Section 6.3. Limited Common Elements. Notwithstanding any other provision of these Covenants to the contrary and to the fullest extent permitted by law, any expense, cost, fee, liability or damages incurred because of, on behalf of, or in the maintenance or repair or replacement of a Limited Common Element shall be assessed solely to the Owner of the Unit to which such Limited Common Element is appurtenant.

ARTICLE 7: Duration; Amendment; Miscellaneous

Section 7.1. Duration. These Covenants shall be perpetual in duration. These Covenants shall run with the Property.

Section 7.2. Termination. The conditions, restrictions, stipulations, agreements and covenants herein contained may not be waived, abandoned, terminated or amended except upon the approval of the Association and the Owners of the Units consistent with CCIOA.

Section 7.3. Amendment. Except as provided in Section 5.5 above, these Covenants and the Map may be amended only in accordance with the provisions for amendment set forth in CCIOA and upon the approval of the Owners of the Units to which more than at least 67% of the votes in the Association are allocated and such amendment shall be effective against the holders of mortgages and holders of deeds of trust encumbering the Units, notwithstanding the fact that such holders have not approved such amendment. Except as provided in Section 5.5 above, the allocations of General Common Elements, voting rights, and Common Expenses cannot be altered except upon unanimous consent of the Members.

Section 7.4. Construction; Severability. These Covenants, to the extent possible, shall be construed so as to give validity to all of the provisions hereof. If any provision of these Covenants

is determined to be invalid, unenforceable or prohibited by any court, the same shall not affect any other provision or section hereof and all other provisions and sections shall remain in full force and effect. If a provision is otherwise void, invalid or unenforceable, then to the fullest extent permitted by law it shall be construed as being in effect and binding to the fullest extent permitted by law. Each provision of these Covenants is distinct and severable.

Section 7.5. Jurisdiction and Venue. The exclusive proper jurisdiction and venue for any action pertaining to the interpretation or enforcement of these Covenants or the Map shall be the County Court or District Court of Gunnison County, Colorado.

Section 7.6. Enforcement. Any action to enforce any provision of these Covenants may be brought by the Association, its representatives, successors and assigns, and/or by any of the Owners.

Section 7.7. No Waiver. The failure to enforce or obtain compliance as to any violation shall not be deemed a waiver of the right to do so for any subsequent violation or the right to enforce any part of such documents.

Section 7.8. Attorney Fees and Costs. In the event of any legal action to interpret or enforce any of the provisions of these Covenants or to restrain the violation of these Covenants, whether judicial, nonjudicial or administrative, the prevailing party shall be awarded all reasonable costs, fees and expenses incurred by it in such action, including all reasonable attorneys' fees that it may incur.

Section 7.9. Reconciliation. In the event of any conflict between these Covenants and the Map, these Covenants control and prevail.

IN WITNESS WHEREOF, the Association has executed these Covenants as of the 30th day of September, 2026.

Mountain Edge Condominium Association, Inc., a Colorado nonprofit corporation

By: _____
HASSAN MALIK, President

CERTIFICATION

I, HASSAN MALIK, as President of Mountain Edge Condominium Association, Inc., a Colorado nonprofit corporation, hereby certify that these Covenants are adopted upon the unanimous affirmative, written consent and vote of the Owners pursuant to paragraph 18 of the Amended Original Declaration and C.R.S. § 38-33.3-217(1)(a)(I) and the unanimous consent and agreement of all recorded first and second mortgages and beneficiaries of all first and second deeds of trust pursuant to paragraph 18 of the Amended Original Declaration and C.R.S. § 38-33.3-217(1)(b).

Mountain Edge Condominium Association, Inc., a Colorado nonprofit corporation

By: _____
Hassan Malik, President

STATE OF OH)
) ss.
COUNTY OF SUMMIT)

This document was acknowledged before me this 30 day of September, 2026 by Hassan Malik as President of Mountain Edge Condominium Association, Inc., a Colorado nonprofit corporation.
Witness my hand and official seal.
My commission expires: 1/28/28.

_____
Notary Public

CHRISTINA MARIE MCCROSSIN
Notary Public
State of Ohio
My Comm. Expires
January 28, 2028

EXHIBIT A

Unit		Square Footage	Percentage Interest in General Common Elements
Terrace Level	A-T-101	980.89	4.2%
Terrace Level	A-E-102	990.95	4.2%
Ground Level	A-G-101	965.18	4.1%
	A-G-102	1,118.93	4.8%
	A-G-103	998.71	4.3%
First Floor	A-101	981.03	4.2%
	A-102	1,130.59	4.8%
	A-103	1,036.11	4.4%
	A-104	900.26	3.8%
	A-105	845.47	3.6%
	A-106	855.91	3.7%
	A-107	1,008.29	4.3%
Second Floor	A-201	1,137.37	4.8%
	A-202	1,234.43	5.3%
	A-203	1,134.59	4.8%
	A-204	886.66	3.8%
	A-205	825.66	3.5%
	A-206	832.43	3.6%
	A-207	997.01	4.3%
Third Floor	A-304	1,065.63	4.6%
	A-305	1,009.23	4.3%
	A-306	1,249.56	5.3%
	A-307	1,234.65	5.3%
		23,419.54 sq. ft.	100%