510980 05/29/2001 02:24P 491
1 of 19 R 95.00 D 0.00 N 0.00 Gunnison County

NOTICE OF REPEAL AND ADOPTION

REVISED DECLARATION OF PROTECTIVE COVENANTS FOR MERIDIAN LAKE PARK CORPORATION

PLEASE TAKE NOTICE that, on October 24, 2000, at a special meeting of the members of Meridian Lake Park Corporation, the property owners association for Meridian Lake Park Filings 1 and 2, Meridian Lake Meadows and Pristine Point at Crested Butte, the Meridian Lake, Inc. Declaration of Restrictions, Covenants, Easements, Reservations and Architectural Control recorded December 27, 1973 in Book 463 at Page 422 of the Gunnison County, Colorado records ("Original Declaration") was repealed and replaced by the Revised Declaration of Protective Covenants For Meridian Lake Park Corporation attached hereto. At the October 24, 2000 meeting, which was called for the purpose of amending the Original Declaration, the number of votes in favor of such repeal and adoption exceeded 67% of the sites and units subject to the Original Declaration.

SIGNED AND DATED at Crested Butte, Colorado this 25th day of MAY, 2001.

Meridian Lake Park Corporation, a Colorado nonprofit corporation

By: Roger Cram
Roger Cram, President

Attest:

Sherron Green, Vice President & Secretary

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing Notice of Amendment was acknowledged before me this 25th day of MAY, 2001 by Roger Cram as President and Sherron Green as Secretary of Meridian Lake Park Corporation, a Colorado nonprofit corporation.

Witness my hand and official seal. My commission expires: 07/07/04

NOTARY PUBLIC
ANGELA H. REEVES
STATE OF COLORADO

Notary Public

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REVISED DECLARATION OF PROCTECTIVE COVENANTS
FOR
MERIDIAN LAKE PARK CORPORATION

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ARTICLE I - DEFINITIONS

1.1 "Association" shall mean the nonprofit corporation described in Article VI hereof.

1.2 "Buildings" or "Improvements" means an improvement constructed upon the Land in furtherance of the plan of development set forth in the preamble hereof.

1.3 "Committee" shall mean the Architectural Control Committee described in Article VIII hereof.

1.4 "Common Area" shall mean any Site, as defined below, or portion thereof which has been conveyed by the owner thereof to the Association and accepted thereby, or any areas designated as Open Space on the Plat and reserved on such Plat, including any Improvements thereon, which areas exist for the common use of all owners, their guests and invitees.

1.5 "Common Facility" shall mean any water, sewage, other utility or other improvement which is located within the Land and which is commonly used or available for common use by all owners and which has been conveyed by the owner thereof to the Association and accepted thereby.

1.6 "Declarant" shall mean Meridian Lake, Inc., a Colorado corporation.

1.7 "Land" shall mean the real property described in the preamble hereof.

1.8 "Owner" shall mean the fee simple title holder of each respective Site or Unit.

1.9 "Plat" shall mean the plat heretofore filed as Reception No. 298305 and incorporated herein by reference, subdividing a portion of the Land described in the preamble hereof and as filed in the County records of Gunnison County, Colorado, as Meridian Lake Park Filing No. One and as approved by the Gunnison County Board of County Commissioners, together with such additional plats subdividing the remaining portions of the Land described in the preamble hereof which may be hereafter filed in the County records of Gunnison County, Colorado, as supplemental filings to Meridian Lake Park Filing No. One. "Plat" shall also include condominium maps or plats filed by an Owner subdividing or otherwise affecting Sites or Units in accordance with Section 4.1 hereunder. Association reserves the right to amend the Plat from time to time in the manner permitted by law to establish, vacate and relocate easements, access road easements and parking areas.

1.10 "Site or Unit" shall mean each separately numbered and designated parcel of land or air space as shown on the Plat for residential purposes and the improvements thereon.

1.11 "Common Expenses" shall mean the costs and expenses of managing, maintaining and operating the common areas and facilities. Each owner shall be responsible for his pro rata share of the common expenses as set forth in Section 6.6 hereof.

ARTICLE II - EASEMENTS

2.1 Generally

Easements shall be as shown upon the Plat subject to any changes in easement location approved by the Association under Section 4.1 hereof. Such approved easement changes shall be binding upon all owners and upon any other users of such easements. Such easements upon the Land shall be for the purposes of utilities, drainage, walkways, recreation and access as designated.

2.2 Interference with Easements

No improvement, structure or barricade of any kind whatsoever may be erected or placed upon any platted easement without the prior written approval of the Association.

ARTICLE III - SETBACKS

3.1 Generally

For the purpose of providing tree screen areas, open areas, and green belts, all improvements, including without limitation all buildings and parking areas, shall be set back a distance of twenty-five (25) feet from the front property lines, fifteen (15) feet from the side property line and twenty-five (25) feet from the back property line.

3.2 Architectural Control of Improvement Location

Regardless of the establishment of the overall setbacks under this Article, the Architectural Control Committee shall have and retain the full authority granted to it under Article VIII to control the placement of any improvements on the Sites or Units, and it may require in appropriate cases that improvements be set back farther or nearer than the distance established under this Article.

ARTICLE IV - SUBDIVISION AND COMBINING

4.1 No Subdivision

There shall be no subdivision of any Site, which has been designated for use as single-family residence on the Plat.

4.2 Conveyance of Sites or Units

A Site or Unit may be conveyed or sold under appropriate Colorado or Federal law. No Site or Unit may be developed or improved by the Owner thereof without the submission of such plan of development or improvement to the Association and approval of such plan by the Association as provided in Article VIII hereof. Such approval shall not be unreasonably withheld.

ARTICLE V - COMMON AREAS

5.1 Right to Use; Assessments

Title to the Common Areas and Facilities will be conveyed to the Association by Declarant, free and clear of any liens and encumbrances, except the easement and restrictions created hereby. Each Owner shall have a right and easement of use and enjoyment of the Common Areas. Such easement shall apply to the guests of Owners, and such other persons as may from time to time be authorized by the Association. The use of the Common Areas shall be subject to such rules and regulations as the Association may prescribe and may be subject to suspension of voting rights and right to use facilities as provided in the Bylaws of the Association for the failure of an Owner to pay an assessment when due or for a violation of the provisions of this Declaration.

5.2 Expenses

The Common Expenses associated with the Common Area shall be borne by the Association and shall be prorated as set forth in Article VI hereof and the Bylaws of the Association.

ARTICLE VI - ASSOCIATION

6.1 Creation

The Declarant has caused a nonprofit corporation ("Association"), "Meridian Lake Park Corporation," to be formed under the laws of the State of Colorado.

6.2 Membership

The Owner or Owners of each Site or Unit, including any Site or Unit owned by the Association, shall be entitled to one membership in the Association per Site or Unit and such membership shall continue as long as such member is an Owner. In the case of subdivision of a Site in accordance with paragraph 4.1 herein, each subdivided Site or Unit created thereby shall be entitled to one membership.

6.3 Representative of Owners

The Owner of each Site or Unit and, in the event that a Site or Unit or subdivided portions thereof are owned by more than one person, then all such Owners or the governing body representing such Owners, as appropriate, shall designate in writing to the Association the person entitled to represent and to cast the vote for such Site or Unit.

6.4 Duties

The Association shall have the duty of providing management, maintenance, repair, landscaping, and, should the same be authorized, improvements for the common areas and facilities, set forth in the Plat and described herein, and for all easements described in Article II hereof. It shall further be responsible to provide such insurance, as may be necessary or desirable with respect to the common area and with respect to such easements. The Association may employ a managing agent to perform its duties hereunder. Such agent shall have the powers and duties set forth in the Bylaws of the Association.

6.5 Costs of Association

The Association shall perform its duties and obligations upon a cost basis and shall have the right to establish appropriate cash reserves to insure the performance of its duties and obligations.

6.6 Assessments

The Common expenses incurred by the Association in its operation shall be borne by the owners upon an assessment basis. Each owner of a Site or Unit (or subdivision thereof) by acceptance of a deed therefore, whether or not so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association his respective assessment as herein provided. Each Owner shall be responsible for payment of assessments set by the Association, which assessments shall be two classes.

The first class of assessments shall be set equally upon all Sites or Units, which are vacant, unimproved land. The second class of assessments shall be set equally upon all Sites or Units, which are occupied by structures connected to the Subdivision's common water and sewerage system. The assessments made shall be based upon the cash requirements deemed to be such aggregate sum as the Board of Managers of the Association shall from time to time determine is to be paid by all of the Owners to provide for the payment of all estimated expenses incurred in connection with operation of the Common Areas and Facilities. Said estimated expenses shall be determined separately for the two classes of assessments described above, and shall be reasonably based upon common expenses accruing to all Sites and Units for the first class of assessments, and upon common expenses accruing to all Sites or Units together with those common expenses attributable to occupancy for the second class of assessments.

Such common expenses may include, but are not limited to expenses of operation, management, taxes and special assessments until separately assessed, insurance premiums on common areas and buildings thereon (including fire insurance with extended coverage, vandalism and malicious mischief insurance, public liability and other insurance) landscaping and care of grounds, common lighting and heating, repairs and renovations, trash and garbage collections, wages, common water and sewage service operating expenses and other common utility charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Resident Manager, or Board of Managers, under or by reason of this Declaration, the payment of any deficit remaining from a previous assessment period, the creation of a reasonable contingency or other reserve or surplus fund as well as other costs and expenses relating to the Common Areas. Assessments shall also include the cost of exterior maintenance expense of an Owner's Site or Unit if such maintenance is undertaken by the Association pursuant to Article X hereof. The omission or failure of the Board to fix the assessment for any assessment period shall not be deemed a waiver, modification or a release of the owners from their obligation to pay.

The assessments for estimated common expenses shall be due quarterly, in advance, and the Board of Managers or Managing Agent shall prepare and deliver or mail to each owner a statement showing the assessment due for such quarterly (3 month) period. No Owner may exempt himself from liability for his contribution towards the Common Expenses by waiver or other non-use or enjoyment of any of the Common Areas or Facilities or by abandonment of his Site or Unit, except to the extent the Board of Managers exempts the first class of assessments for vacant land from uses and costs attributable to occupied Sites and Units only.

The Board of Managers may, from time to time, impose special assessments for the purpose of substantial repairs, improvements, or additions to Common Areas and Facilities. Any such special assessment shall be imposed equally upon the owners of all Sites or Units. Such special assessment may not be imposed unless fifty-five (55%) of the owners of Sites or Units approve such special assessment at a meeting of the membership of the Association.

6.7 Lien for Assessments

All sums assessed but unpaid for the share of Common Expenses chargeable to any Site or Unit shall constitute a lien on such Site or Unit superior to all other liens and encumbrances, except for:

a. Tax and special assessment liens on the Site or Unit in favor of any assessing unit.

b. All sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrance.

If any assessment shall remain unpaid after fifteen days after the due date thereof, the Board of Managers or Resident Manager may impose a penalty on such defaulting Owner in an amount equal to one percent (1%) of such assessment. Additionally, a penalty equal to one and one-half percent (1 1/2%) of the unpaid assessment may be imposed on the first day of each calendar month thereafter so long as such assessment shall be unpaid.

To evidence the lien as above provided, the Board of Managers or Resident Manager may, but shall not be required to, prepare a written notice setting forth the amount of such unpaid indebtedness, the amount of accrued penalty thereon, the name of the Owner of the Site or Unit and a description of the Site or Unit. Such a notice shall be signed by one of the Board of Managers and may be recorded in the office of the Clerk and Recorder of Gunnison County, Colorado. Such lien for assessment shall attach from the due date of the assessment. Such lien may be enforced by foreclosure of the defaulting Owner's Site or Unit by the Association in like manner as a mortgage on real property upon the recording of a notice or claim thereof. In the event of any such foreclosure the Owner shall be liable for the amount of unpaid assessments, any penalties thereon, the costs and expenses for filing the notice or claim of lien and all reasonable attorney's fees. The Association shall have the power to bid on the Site or Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

6.8 Personal Obligation of Owner

The amount of the common expenses assessed against such Site or Unit shall also be a personal obligation of the Owner thereof at the time the assessment is due. Suit to recover a money judgment for unpaid assessments, and any penalties thereon shall be maintainable without foreclosing or waiving the lien securing same.

6.9 Payment by Encumbrancer

Any encumbrancer holding a lien on a Site or Unit may pay any unpaid assessment payable with respect to such Site or Unit, and upon such payment such encumbrancer shall have a lien on such Site or Unit for the amounts paid of the same priority as the lien of his encumbrance.

ARTICLE VII - LAND USE

7.1 Residential Use

The Land shall be restricted to single family residential use, except as otherwise provided in the original Declaration of Protective Covenants for Meridian Lake Meadows or the original Declaration for Protective Covenants for Pristine Point at Crested Butte.

7.2 Specific Restrictions

In addition to the foregoing, the following restrictions on use of the Land are imposed:

a) In General

No noxious or offensive activities shall be conducted on any Sites of Units on the Land, nor shall anything be done or be caused to be done to any of said Sites or Units that shall become or be an unreasonable annoyance or nuisance to any Owner of another Site or Unit.

b) Animals

No animals shall be kept or maintained on the Land, except the usual domestic household pets; and in such case, such household pets shall be kept confined to the Owner's Site or Unit or attached to a lease so as not to become a nuisance. No animals may be raised for commercial purposes; provided, however, that the Common Areas may be utilized by the Association for riding stables and bridle paths.

c) Limited Access

There shall be no access to any Site or Unit on the perimeter of the Land except from designated roads within the Land.

d) Fences

No fences, walls, or other barriers shall be permitted for the purpose of enclosing or demarcating Site or Unit boundaries. Other fences and the like shall be subject to architectural control under Article VIII.

e) Drainage

Since the Land is situated in mountainous terrain, there will be a substantial amount of natural surface water drainage and runoff flowing over the area. No Owner or other persons shall interfere with or redirect the natural course of any such drainage and runoff so as to cause an unnatural flow onto or across the land of another.

f) Temporary Structures

No temporary structure, excavation, basement, trailer, or tent shall be permitted on the Land, except as may be necessary during construction or as authorized by the Committee.

g) Water and Sewage

Each structure designed for occupancy or use by humans shall connect with water and sewage facilities provided for by the Mt. Crested Butte Water & Sanitation District. No private well shall be permitted on the Land, nor shall any facilities other than those provided for use by the public be used for the disposal of sewage.

h) Unsightliness

No unsightliness shall be permitted on any Site or Unit. Without limiting the generality of the foregoing:

i. All unsightly structures, facilities, equipment, objects, and conditions shall be enclosed within an approved structure.

ii. Service areas and facilities for hanging, drying, or airing clothing or fabrics shall be enclosed by an approved structure.

iii. Pipes and/or tanks for water, gas, oil, sewer, drainage, or other purposes; wires, poles, utility meters, and other utility facilities; and sewage disposal systems or devices shall be enclosed by an approved structure or shall be below the surface of the ground. If, at any time of the occupancy of any structure, connections to nearby underground electric lines or telephone lines are not available, then temporary poles or wires for electric or telephone service, as the case may be, may be installed to a reasonably necessary height provided that they shall be promptly removed at the expense of the Owner after such connections become available.

iv. The size and location of any exterior television or radio antenna shall be subject to prior written approval by the Committee, which may, in its discretion, forbid the installation of any such exterior antenna.

i) Signs

No signs or advertising devices of any nature shall be erected or maintained on any of the Land except to advertise a Lot or Site for sale; as necessary to identify the name or ownership of the particular Site or Unit and its address; except as necessary or desirable to give directors, advise of rules and regulations, or cause or warn of danger; and except as may otherwise be necessitated by law. Any signs which are permitted under the foregoing restrictions shall be erected or maintained on the Land only with prior written approval by the Committee. Approval shall be given only if such signs are of attractive design and are as small in size as is reasonably possible. Signs shall be placed or located as directed or approved by the Committee. Only signs to advertise a Lot or Site for sale may be placed on the land or building without prior written approval, provided they conform to the real estate industry standard size and have an attractive design.

j) Lawn Watering

Watering of lawns and/or gardens shall be permitted, subject to the rules and regulations of the Mt. Crested Butte Water & Sanitation District.

k) Maintenance

All Sites and Units, including all improvements thereon, shall be kept and maintained by the Owner thereof in a clean, safe, attractive, and sightly condition and in good repair. Failure to comply with this provision shall subject the Site or Unit to the provisions of Article X wherein repairs and maintenance may be made for the Owner at his expense. An Owner shall do no act or work that will impair the structural soundness of the building or impair any easement or hereditament.

l) Light, Sounds and Odors

No light shall be emitted from any Site or Unit which is unreasonable bright or causes unreasonable glare, no sound shall be emitted on any Site or Unit which is unreasonably loud or annoying, and no odor shall be emitted on any Site or Unit which is noxious or offensive to others.

m) Refuse

No refuse, including without limitation trash, garbage, lumber, grass, shrub or tree clippings, plant waste, compost, ashes, metals, bulk materials, and scrap materials shall be allowed to accumulate on any Site or Unit. Each Owner shall provide suitable covered noiseless receptacles for the collection of such refuse in preparation for regularly scheduled periodic pickup. Refuse shall be stored for such

pickup in such containers which shall, in turn, be enclosed in an approved structure so as to be screened from public view and protected from disturbance. No refuse may be thrown or dumped on any of the Land. The burning of refuse out of doors shall not be permitted. No incinerators or other devices for the burning of refuse indoors shall be constructed, installed, or used by any person except as approved by the Association.

n) Parking and Storage

Parking of vehicles on any Site or Unit is permitted only within parking spaces constructed pursuant to approval by the Committee, except that vehicles may be parked in other areas while loading and unloading. Except for automobiles, station-wagon-type vehicles, jeep-type vehicles, pickup trucks, and bicycles, other vehicles and all articles and implements, including without limitation trailers of all types, other types of trucks, self-powered or other mobile homes, boats, tractors, campers not mounted on pickup trucks, snow removal equipment, and garden maintenance equipment, shall be parked or stored on the Land only in an approved enclosed structure.

o) Hazardous Activities

No activities shall be conducted on any Site or Unit, and no improvements shall be constructed on any Site or Unit, which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Land. No open fires shall be lighted or permitted on the Land except in a contained barbecue unit while attended and in use for cooking purposes or except in a safe and well-designed interior fireplace or except such controlled and attended fires as are required for clearing or maintenance of Land.

p) Occupancy

No portion of any Site or Unit shall be used for residence, living, or sleeping purposes other than rooms designed for such purposes in a completed structure. No living or sleeping room in any structure shall be used for living or sleeping purposes by more persons that it was designed to accommodate.

q) Mining and Drilling

No Site or Unit shall be used for the purpose of mining, quarrying, drilling, boring, exploring for, or removing water, oil, gas other hydrocarbons, minerals, rocks, stones, gravel, or earth.

ARTICLE VIII - ARCHITECTURAL CONTROL

8.1 Establishment of Committee

In order to achieve the objects and purposes of the Association as set forth in the preamble of this Declaration, the construction of any and all improvements of whatever type, including alterations and additions to any existing improvements, shall be subject to prior written approval by the Architectural Control Committee. Specifically, and without limitation, the Committee shall approve the exact location of all improvements and the exterior building materials therefore; the ground floor area, the height, and the number of rooms and of units in all structures; and the number of, and the arrangement of, parking spaces as well as the design of vehicular access thereto.

8.2 Membership

The Architectural Control Committee shall consist of the Board of Managers of the Association. An architect or engineer may be employed by the Committee on a limited basis to assist in its consideration of architectural control.

8.3 Rules and Procedures

The Committee may in its discretion set forth guidelines for the assistance of Owners regarding particular aspects of the architectural control to be exercised under this Article. Further, the Committee shall adopt and reduce to writing a uniform set of rules and procedures for processing the materials submitted to it for approval. It will also list the items which will be required to be submitted to the Owner for any proposed improvements and the time(s) for such submissions. Such guidelines, rules, procedures, and lists shall be made available to all Owners and prospective owners through the Secretary of the Committee.

8.4 Submissions to Committee

The Committee may require any Owner or prospective owner to submit any or all of the following material. This list shall not be deemed to limit the Committee in requiring any other materials.

a. A preliminary report indicating the general nature of the proposed project.

b. Preliminary plans and specifications for the proposed improvements.

c. Except for the original improvements, the erection of a skeleton outline of the proposed improvement so as to determine the over-all effect of the proposed improvement with respect to height, view, and general harmony.

d. A detailed survey with contour intervals of not less than two feet, showing the location of proposed improvements, including without limitation, all structures, drives, and parking. The survey shall show all trees exceeding four inches in diameter or eight feet in height and any general wooded area, all substantial shrubs, the larger rocks, and such other detailing as the Committee may require.

e. Detailed working drawings prepared by a licensed architect or engineer to such scale as requested by the Committee and with such elevations as the Committee may deem necessary.

f. A list of exterior materials to be used and the proposed exterior colors.

8.5 Committee's Decision

The Committee shall have a period of forty-five days, except such period shall be fifteen days for any period starting in the months of March through August of each year, from the submission to it of the last material which it may request within which to approve or disapprove the proposed improvements, whether in part or in whole. The Owner or proposed owner, his architects, engineers, and/or contractors, shall meet with the Committee, upon reasonable notice of such meeting, in order to facilitate the processing and approval of improvement plans. The failure of the Committee to approve or disapprove plans within the period described in this paragraph shall constitute evidence of Committee approval. Any approval or disapproval by the Committee shall be in writing.

8.6 Majority Approval; Architect's Consent

Committee approval shall be by a majority of the Committee.

8.7 No Construction Without Approval; Title Documents

No work with respect to the construction of improvements shall be commenced unless and until written approval of the Committee has been given or through the lapse of time following submission of material as above provided. The Committee shall have the further right to enforce compliance with its rules and procedures by the filing of documents affecting title to any particular site; by requesting that the appropriate governmental authorities not grant building or other required permits or licenses; by court action for a prohibitive or mandatory injunction; or by such means as it may deem necessary or advisable.

8.8 Variance

The Committee, for good cause, may waive any of its requirements and may permit a variance under the terms of this Declaration, provided that no such waiver or variance shall be given or granted which would affect the overall objects and purposes of the Declarant in its development of the Land.

8.9 Liability

The Committee and its members shall not be liable for any action taken by it in good faith and shall be held harmless by all persons dealing with it, by the Association for any actions, except gross negligence or willful misfeasance or malfeasance.

ARTICLE IX - CONSTRUCTION OF IMPROVEMENTS

9.1 Period of Construction

All improvements constructed upon the Land shall be completed within 12 months from the date of site preparation or excavation, unless written permission granting an extension of time is obtained from the Committee or unless construction is delayed by strikes, war, riot, or acts of God. In order to assure compliance with the provisions hereof, the Association may require such assurances as it may deem advisable from the Owner, from the general contractor and/or subcontractors, and/or from the interim or permanent lender financing the cost of any improvements. At the discretion of the Association, such assurance may be a completion and construction bond with the Association named as an obligee thereunder, a per diem dollar amount of penalty for failure to make timely completion, or any other device or method commonly used to assure completion of improvements.

9.2 Failure to Construct

Upon any failure to construct improvements, the Association may specifically enforce the terms of any contractual option, which it may have to reacquire a Site.

9.3 Waiver

During the period of construction of improvements, the restrictive provisions of this declaration will be waived only to the extent necessary to permit completion of construction and only upon the assurance that there will be no such violation of any provision of this Declaration following completion of construction.

ARTICLE X - ENFORCEMENT

10.1 By Whom

The provisions of this Declaration may be enforceable by the Association, or by any Owner. An Owner shall have the right to enforce the provisions of this declaration only after giving the Association notice of an alleged violation of the provisions hereof and upon failure of the Association to initiate remedial action as hereinafter provided within thirty days after receipt of such notice. The right of enforcement conferred upon the Owner shall not be effective as to any waiver granted by the Association or the Architectural Control Committee under the provisions of this declaration.

10.2 Enforcement by Correction

The Association shall have the right to enforce all of the conditions of this Declaration relating to appearance and maintenance of any Site or Unit or of the improvements thereon by going upon the Site or Unit and correcting any violation. Any such action shall be taken in the following manner:

a. Upon receiving notice of any violation, the Association shall verify the fact by an inspection of the Site or Unit.

b. Upon verification of a violation, notice in writing shall be given to the Owner(s) of such Site or Unit, which notice shall identify the Site or Unit and the Owner thereof and shall describe the violation and shall require the Owner to correct such violation within thirty days following such notice.

c. Upon failure to correct any violation or to assure the Association that such violation will be corrected within the thirty-day period, the Association may cause the violation to be corrected. Such correction may include, but shall not be limited to, decorating or repairing improvements, removal of unsightly objects, landscaping, and removal of any vehicle or object violating the parking or storage restrictions under paragraph 7.2 hereof.

d. The correction of any violation made by the Association in accordance with these provisions shall be at the expense of the Owner. The expense shall be deemed to include not only costs actually expended, but also a normal percentage for overhead and any and all other costs of management, including reasonable attorney's fees.

e. The Association shall have a lien for any amounts expended hereunder, which lien may be filed and enforced in a manner similar to the lien of the Association for unpaid assessments as provided in paragraph 6.7 hereof.

10.3 Enforcement by Law

The enforcement of the provisions of the Declaration may also be by a proceeding in law for a prohibitive or mandatory injunction or by a suit or action to recover damages. A judgment in any action at law or in equity shall include reasonable attorney's fees. In addition thereto, the Association may exclude any Owner or the guests of any Owner from the use and enjoyment of the Common Areas and any facilities thereon.

10.4 Effect of Violation

No violation of, or any failure to comply with any provision of this Declaration nor any action to enforce such provision shall affect, defeat, render invalid, or impair any mortgage, deed of trust, or other lien on any portion of the Land which was taken in good faith and for value and perfected by recording with the Clerk and Recorder of Gunnison County, Colorado, prior to the time of recording of a notice of violation which shall identify such portion of the Land and the Owner(s) thereof and shall describe the nature of such violation or failure to comply. No such violation, failure to comply, nor action to enforce shall affect, defeat, render invalid, or impair the title or interest of the holder of, or the purchaser upon foreclosure under, any such mortgage, deed of trust, or other lien or result in any liability, personal or otherwise, to any such holder or purchaser. Any such purchaser upon foreclosure shall, however, take subject to this declaration except that any violation of, or failure to comply with, any provision of this declaration which occurred prior to the vesting of fee simple title in such purchaser shall not be deemed a violation hereof or a failure to comply herewith with respect to such purchaser, his heirs, representatives, successors, and assigns. Nothing contained in this paragraph 10.4 shall be deemed to relieve any Owner of personal liability for assessments, costs, expenses, and fees accruing or owed under this declaration and pertaining to his ownership of a portion of the Land. The Association shall have the right to obtain personal judgment against any such Owner for such liability through any court of competent jurisdiction.

ARTICLE XI - MAINTENANCE AND REPAIR OF IMPROVEMENTS

11.1 By Owner

An Owner shall maintain and keep in good repair all that part of the Land and Improvements thereon contained on such Owner's Site or Unit not required to be maintained and kept in good repair by the Association. It is the responsibility of each Owner to keep adequate fire, casualty and public liability insurance coverage on his Site or Unit.

ARTICLE XII - MISCELLANEOUS

12.1 Effect and Duration of Covenants

The provisions of this Declaration shall be for the benefit of and binding upon the Land, each Site or Unit, each Owner, and his successors, heirs, representatives, and assigns. Such provisions shall continue in full force and effect until January 1, 2010, at which time they shall be automatically extended for five successive terms of ten years each unless, at any time after January 1, 2010, the Owners of four-fifths of the Sites and Units shall, at a meeting duly called for such purpose, vote for the termination of the provisions of this Declaration. At any such meeting, each Site shall have one vote.

12.2 Estoppel Certificate

Upon payment of a reasonable fee not to exceed $25.00 and upon written request of any Owner or any person with any right, title, or interest in a Site or Unit, or intending to acquire any right, title or interest in a Site or Unit, the Association shall furnish a written statement setting forth the amount of any unpaid assessments, charges, fines, or penalties, if any, due or accrued under this declaration with respect to any Site or Unit or portion thereof. Such statement shall, with respect to the party to whom it is issued be conclusive against the Association and all other parties that no greater or other unpaid amounts were then due or accrued.

12.3 Limited Liability

Neither the Association nor any agent or employee thereof shall be liable to any party for any action or for any failure to act with respect to any matter under this declaration if the action taken or failure to act was in good faith or was without malice.

12.4 Severability

Invalidity or unenforceability of any provision of this declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of any provision.

12.5 No Waiver

Failure to enforce any provision of this declaration shall not operate as a waiver of any such provision nor of any other provision hereof.

12.6 No Partition

The Common Areas shall be owned in common by all of the Owners of the Site or Unit and shall remain undivided and no Owner shall bring any action for partition or division of the Common Areas.

12.7 Mechanic's Lien Rights and Indemnification

Subsequent to the completion of any improvements, no labor performed or materials furnished and incorporated on a Site or Unit with the consent or at the request of an Owner or his agent or his contractor or subcontractor shall be the basis for the filing of a lien against any other Site or Unit not expressly consenting to or requesting the same, or against the Common Areas. Each Owner (indemnitor) shall indemnify and hold harmless each of the other Owners and the Association from and against all liability arising from the claim of any lien against the Land of any other Owner or against the Common Areas for construction performed or for labor, materials, services or other products.

12.8 Right to Mortgage

Any Owner shall have the right from time to time to mortgage or encumber his interest by deed of trust, mortgage or other security instrument. A first mortgage or encumbrance shall be one which has first and paramount priority under applicable law. The Owner of a Site or Unit may create junior mortgages on the following conditions: (i) that any such junior mortgages shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, obligations, lien for common expenses, and other obligations created by this Declaration and by the Bylaws; (ii) that the mortgagee under any junior mortgage shall release, for the purpose of restoration of any improvements upon the mortgaged premises, all of his right, title and interest in and to the proceeds under all insurance policies upon the said premises which insurance policies were effected and placed upon the mortgaged premises by the Association. Such release shall be furnished forthwith by a junior mortgagee upon written request of the Association and, if such request is not granted, such release may be executed by the Association as attorney-in-fact for such junior mortgagee.

12.9 Amendment

The owners shall have the right to amend, delete, or supplement any provision of this Declaration by means of any affirmative vote given by the Owners of sixty-seven percent (67%) of the Sites and Units. Such vote shall be taken at a meeting called for such purpose. At any such meeting, each Site and Unit shall have one vote.

12.10 Filings 3 and 4

Since the original Meridian Lake, Inc. Declaration of Restrictions, Covenants and Easements, Reservations and Architectural Control were recorded in 1973, Filing 3 of Meridian Lake Park has been platted as Meridian Lake Meadows ("Meadows") and Filing 4 of Meridian Lake Park has been platted as Pristine Point at Crested Butte ("Pristine Point"). Lots in the Meadows are subject to the Declaration of Protective Covenants for Meridian Lake Meadows recorded as Reception No. 464995 and lots in Pristine Point are subject to the Declaration of Protective Covenants for Pristine Point at Crested Butte recorded as Reception No. 478905 of the Gunnison County records. Nothing herein shall be deemed to change or restrict the use of Meadows and/or Pristine Point lots from what was permitted at the time the Meadows and Pristine Point Declarations were recorded.

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19 of 19 R 95.00 D 0.00 N 0.00 Gunnison County

Signed and dated at Crested Butte, Colorado, as of October 24, 2000.

ATTEST:

Sherron Green, Vice President & Secretary

MERIDIAN LAKE PARK CORPORATION, a Colorado nonprofit corporation

By: Roger Cram
Roger Cram, President

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing Revised Declaration of Protective Covenants for Meridian Lake Park Corporation was acknowledged before me this 25th day of MAY, 2001 by Roger Cram as President and Sherron Green as Secretary of Meridian Lake Park Corporation, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 07/07/04

NOTARY PUBLIC
ANGELA H. REEVES
STATE OF COLORADO

Notary Public

STATE OF COLORADO

DEPARTMENT OF
STATE

CERTIFICATE

I, NATALIE MEYER, Secretary of State of the State of Colorado hereby certify that the prerequisites for the issuance of this certificate have been fulfilled in compliance with law and are found to conform to law.

Accordingly, the undersigned, by virtue of the authority vested in me by law, hereby issues A CERTIFICATE OF INCORPORATION TO MERIDIAN LAKE PARK CORPORATION, A NONPROFIT CORPORATION.

Dated: MARCH 12, 1990

Natalie Meyer

SECRETARY OF STATE