

When recorded return to:
Saint Aubyn Homes, LLC
212 N. Wahsatch Ave., Suite 301
Colorado Springs, CO 80903

**AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MOUNTAIN'S EDGE**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MOUNTAIN'S EDGE ("Amendment") is made on the date set forth below and is made by Saint Aubyn Homes, LLC, a Colorado limited liability company ("Declarant").

WITNESSETH:

WHEREAS, the Declarant has executed and caused the Declaration of Covenants, Conditions and Restrictions for Mountain's Edge ("Declaration") to be recorded on February 8, 2021, at Reception No. 20210014037, in the office of the Clerk and Recorder of Larimer County, Colorado; and

WHEREAS, the Colorado Common Interest Ownership Act under Section 38-33.3-217(1), Colorado Revised Statutes, allows the Declaration to be amended by the vote or agreement of Owners holding at least sixty-seven percent (67%) of the Allocated Interests in the votes of the Association, and Section 13.3 of the Declaration allows the Declarant to amend the Declaration at any time before the closing of the sale and conveyance of the first Lot to a third party other than a Declarant; and

WHEREAS, the Declarant holds all of the interests in the Declaration and the Lots that are or that may become part of the Community and subject to the Declaration, and no Lots have been conveyed to any third party; and

WHEREAS, Declarant desires to amend to the Declaration as more particularly provided herein.

NOW, THEREFORE, the Declarant states as follows:

1. The recitals set forth above are incorporated into and made a part of this Amendment.

2. The Declaration is hereby amended to add a new Section 9.15 to Article 9 to read as follows:

9.15 Working Capital Contributions. Each Person who purchases a Lot having a completed residential dwelling unit constructed thereon shall make a non-refundable contribution to the Association in an amount equal to one thousand

dollars (\$1000.00) or such other amount has established by the Board from time to time. Said contribution shall be collected and transferred to the Association at the time of closing of the sale of each Lot for the use and benefit of the Association, including, without limitation, to meet unforeseen expenditures or to purchase equipment, property or services. Such contribution to the working capital fund shall not relieve an Owner from making regular payments of assessments as the same become due.

2. Except as expressly provided in this Amendment, the Declaration remains in full force and effect and is not hereby otherwise amended and has not been otherwise modified or amended by any oral agreements or otherwise. In the case of any conflict between this Amendment and the Declaration, this Amendment shall control. Capitalized terms used but not defined in this Amendment shall have the meanings assigned to such terms in the Declaration, as appropriate. The Declaration, as amended by this Amendment, is affirmed, confirmed and ratified.

23rd IN WITNESS WHEREOF, the undersigned has executed this Declaration this day of February, 2021.

DECLARANT:

Saint Aubyn Homes, LLC,
a Colorado limited liability company

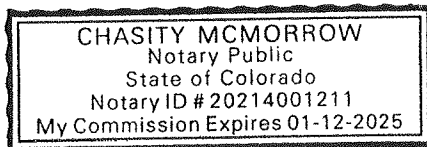
By: [Signature]
Name: JEFF MARK
Title: PRESIDENT

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 23rd day of February, 2021, by Jeff Mark, as President of Saint Aubyn Homes, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 01-12-2025



[Signature]
Notary Public