

**FIRST AMENDMENT TO  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
RED FOX MEADOW**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Red Fox Meadow ("Amendment") is made effective as of the date recorded with the Clerk and Recorder of Larimer County, Colorado ("Clerk and Recorder").

**Recitals**

A. The Declaration of Covenants, Conditions and Restrictions for Red Fox Meadow was recorded with the Larimer County Clerk and Recorder on May 30, 1996, at Reception No. 96038239 (the "Declaration").

B. Article XV, Section 15.1(b), of the Declaration provides that the Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of Members representing sixty-seven percent (67%) of the total vote in the Association.

C. As reflected in the Certification appearing at the end of this Amendment, this Amendment has received the prior approval, by affirmative vote and/or written consent of Members representing at least sixty-seven percent (67%) of the vote in the Association.

**Amendment**

I. Article XI (INSURANCE, DAMAGES AND TAKINGS), Section 11.1 (Association's Insurance), subsections (a)(i) and (ii), which currently reads:

(a) Required Coverages. The Association, acting through the Board or its duly authorized agent, shall obtain and continue in effect all of the following types of insurance if reasonably available or, if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) Property insurance upon the Common Elements and all fixtures, improvements and alterations situated thereon or constituting a part thereof, the Units and all fixtures, improvements and alterations situated thereon or constituting a part thereof, and any personal property of the Association situated in the Common Elements or used in the operation or maintenance thereof, in such amounts, against such risks, and containing such provisions as the Board may reasonably determine from time to time, but at a minimum insuring against all risks of direct physical loss for 100% of the full replacement cost of the Common Elements, the Units and such personal property (excluding land, excavations, foundations and other items normally excluded from property policies) less a

deductible in an amount not to exceed the lesser of \$10,000 or one percent (1%) of the policy face amount, at the time such insurance is purchased and at each renewal date. In the event that, as a result of improvements or alterations made to a Unit by its Owner, the premium for the property insurance policy described above is increased to an amount in excess of what such premium would have been had such Owner not made such improvements or alterations, the Board may assess the amount of such increase in premium against such Unit as a Specific Assessment pursuant to Section 7.5.

is amended to read as follows:

(a) **Required Coverages.** The Association, acting through the Board or its duly authorized agent, shall obtain and continue in effect all of the following types of insurance if reasonably available or, if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) Property insurance upon the Common Elements and all fixtures, improvements and alterations situated thereon or constituting a part thereof and any personal property of the Association situated in the Common Elements or used in the operation or maintenance thereof, in such amounts, against such risks, and containing such provisions as the Board may reasonably determine from time to time, but at a minimum insuring against all risks of direct physical loss for 100% of the full replacement cost of the Common Elements and such personal property (excluding land, excavations, foundations and other items normally excluded from property policies) less a deductible in an amount not to exceed the lesser of \$10,000 or one percent (1%) of the policy face amount, at the time such insurance is purchased and at each renewal date.

2. Article XI (INSURANCE, DAMAGES AND TAKINGS), Section 11.2 (Owner's Insurance), which currently reads:

11.2 Owner's Insurance.

(a) **Required Coverages.** Each Owner will obtain and continue in effect, at such Owner's own expense, the following types of insurance coverage:

(i) Property insurance upon all personal property within such Owner's Unit, in such amounts, against such risks, and containing such provisions as the Owner may reasonably determine from time to time.

(ii) Bodily injury and property damage liability insurance for the benefit of such Owner and such additional insureds as it may elect to name, in such amounts and with such coverage as are from time to time customarily maintained by prudent owners similar property; provided that such liability insurance will (i) have a combined single occurrence limit of not less than \$100,000; and (ii) insure all of the named and additional insured parties against liability for negligence

resulting in death, bodily injury or property damage arising out of or in connection with the operation, use, ownership or maintenance of such Owner's Unit.

(b) Policy Requirements. Any insurance carried pursuant to this Section 11.2 shall (i) permit a waiver of claims among, and provide for a waiver of subrogation by, the insurer as to claims against the Association, its directors, officers, employees and agents, each Owner and the members of such Owner's household, each Mortgagee, any other person for whom the Association or any Owner or Mortgagee may be responsible; and (ii) be written as a primary policy, not contributing with and not supplemental to the cover that the Association may carry.

is amended to read as follows:

#### 11.2 Owner's Insurance.

(a) Required Coverages. Each Owner will obtain and continue in effect, at such Owner's own expense, the following types of insurance coverage:

(i) Property insurance upon the Owner's Unit and all fixtures, improvements and alterations situated thereon or constituting a party thereof, at a minimum insuring against all risks of direct physical loss for 100% of the full replacement cost of the Owner's Unit and all fixtures, improvements and alterations situated thereon or constituting a party thereof.

(ii) Property insurance upon all personal property withing such Owner's Unit, in such amounts, against such risks, and containing such provisions as the Owner may reasonably determine from time to time.

(iii) Bodily injury and property damage liability insurance for the benefit of such Owner and such additional insureds as it may elect to name, in such amounts and with such coverage as are from time to time customarily maintained by prudent owners similar property; provided that such liability insurance will (i) have a combined single occurrence limit of not less than \$100,000; and (ii) insure all of the named and additional insured parties against liability for negligence resulting in death, bodily injury or property damage arising out of or in connection with the operation, use, ownership or maintenance of such Owner's Unit.

(b) Policy Requirements. Any insurance carried pursuant to this Section 11.2 shall (i) permit a waiver of claims among, and provide for a waiver of subrogation by, the insurer as to claims against the Association, its directors, officers, employees and agents, each Owner and the members of such Owner's household, each Mortgagee, any other person for whom the Association or any Owner or Mortgagee may be responsible; and (ii) be written as a primary policy, not contributing with and not supplemental to the cover that the Association may carry.

3. Article XI (INSURANCE, DAMAGES AND TAKINGS), Section 11.3 (Damage and Destruction), Subsection (b) (Units), which currently reads:

(b) Units.

(i) Any damage or destruction to a Unit shall be promptly repaired or reconstructed by the Association.

(ii) The Association shall not be relieved of this obligation to repair or reconstruct by the fact that insurance proceeds are not sufficient to cover the cost of such repair or construction. If the insurance proceeds are insufficient to properly repair or reconstruct the damaged Unit, the excess cost shall be assessed as a Special Assessment equally against all Units in accordance with Section 7.4, without a vote of the Members.

(iii) Each Unit will continue to be subject to Assessments following any damage to any portion of the Unit, without abatement as a result of such damage.

is amended to read as follows:

(b) Units.

(i) Any damage or destruction to a Unit shall be promptly repaired or reconstructed by the Owner.

(ii) The Owner shall not be relieved of this obligation to repair or reconstruct by the fact that insurance proceeds are not sufficient to cover the cost of such repair or construction. If the insurance proceeds are insufficient to properly repair or reconstruct the damaged Unit, the Association may, but is not obligated to, repair or reconstruct the Unit and the cost shall be assessed as a Specific Assessment against the damaged Unit in accordance with Section 7.5.

(iii) Each Unit will continue to be subject to Assessments following any damage to any portion of the Unit, without abatement as a result of such damage.

4. Article VIII (MAINTENANCE), Section 8.1 (Maintenance of Units), Subsection (i), which currently reads:

(b) Maintenance of Units. To provide and maintain harmony for all of the Units located within the planned community, the Association shall maintain and keep in good repair:

(i) the exterior of each Unit, including, without limitation, roofs, gutters, downspouts, exterior building surfaces and perimeter fences, but excluding glass in doors or windows, screened surfaces, patios, decks, doors, door frames or hardware.

(ii) all landscaping, sprinkler systems, sidewalks and driveway upon the front of each Unit from the curb to the front foundation, and with respect to any Unit which

has a side fronting upon a public street, the side of such Unit from the curb to the side foundation; and

- (iii) trees located in the rear of each Unit.

The maintenance obligation of the Association shall extend to maintenance and repair required by ordinary wear and tear or acts of nature and shall not apply to maintenance, repair or reconstruction resulting as a consequence of the conduct of any Owner or its Permittees except to the extent of insurance proceeds received by the Association for the purpose of such maintenance, repair or reconstruction. In the event any repair, maintenance or reconstruction resulting from the conduct of any Owner or its Permittee for which the Association does not receive insurance proceeds, the Board shall have the right to charge the cost of such repair, maintenance or reconstruction to such Owner by a Specific Assessment as provided in Section 7.5(b).

is amended to read as follows:

b) Maintenance of Units. To provide and maintain harmony for all of the Units located within the planned community, the Association shall maintain and keep in good repair:

- (i) the exterior of each Unit, including, without limitation, roofs, gutters, downspouts, exterior building surfaces and perimeter fences, but excluding glass in doors or windows, screened surfaces, patios, decks, doors, door frames or hardware; except in situations where insurance proceeds to the Owner are not sufficient to cover the cost of such repair or construction of a damaged Unit, in which case the repair of the entire Unit shall be the sole responsibility of the Owner pursuant to Section 11.3(b).

- (ii) all landscaping, sprinkler systems, sidewalks and driveway upon the front of each Unit from the curb to the front foundation, and with respect to any Unit which has a side fronting upon a public street, the side of such Unit from the curb to the side foundation; and

- (iii) trees located in the rear of each Unit.

The maintenance obligation of the Association shall extend to maintenance and repair required by ordinary wear and tear and shall not apply to maintenance, repair or reconstruction resulting as a consequence of the conduct of any Owner or its Permittees or where insurance proceeds to the Owner are not sufficient to cover the cost of such repair or construction of a damaged Unit, in which case the repair of the entire Unit shall be the sole responsibility of the Owner pursuant to Section 11.3(b). In the event any repair, maintenance or reconstruction resulting from the conduct of any Owner or its Permittee or where insurance proceeds to the Owner are not sufficient to cover the cost of such repair or construction of a damaged Unit, should the Board decide to make the repairs, which it is not obligated to do, the Board shall have the right to charge the cost of such repair, maintenance or reconstruction to such Owner by a Specific Assessment as provided in Section 7.5(b).

5. Unless otherwise defined in this Amendment, capitalized terms used in this Amendment have the definitions given to them in the Declaration.

6. Except as amended by this Amendment, all provisions of the Declaration remain in full force and effect.

Dated this 4<sup>th</sup> day of November 2025.

Red Fox Meadow Homeowners Association, a  
Colorado nonprofit corporation

By: Douglas R. Donaldson  
Doug Donaldson, President

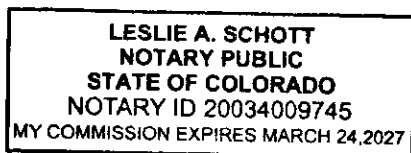
ATTEST:

By: Christine Ahrens-Greene  
Christine Ahrens-Greene, Secretary

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF LARIMER    )

The forgoing instrument was acknowledged before me this 4 day of November 2025 by Doug Donaldson, as President, and Christine Ahrens-Greene, as Secretary, of Red Fox Meadow Condominium Association, a Colorado nonprofit corporation.

Witness my hand and official seal.



[Signature]  
Notary Public

## CERTIFICATION

The undersigned, being the Secretary of Red Fox Meadow Homeowners Association, a Colorado nonprofit corporation ("Association"), certifies as follows:

1. The foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions for Red Fox Meadow ("Amendment") has received the prior approval, by affirmative vote and/or written consent of Members representing at least sixty-seven percent (67%) of the vote in the Association.

2. Doug Donaldson is the duly elected President and I am the duly elected Secretary of the Association. By proper corporate action of the Association, Doug Donaldson and I have been authorized to execute the foregoing Amendment.

Dated this 4<sup>th</sup> day of November 2025.

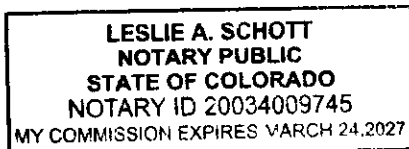
Red Fox Meadow Homeowners Association, a  
Colorado nonprofit corporation

By: Christine Ahrens-Greene  
Christine Ahrens-Greene, Secretary

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF LARIMER     )

The foregoing instrument was subscribed and sworn to before me this 4<sup>th</sup> day of November 2025 by Christine Ahrens-Greene as Secretary of Red Fox Meadow Homeowners Association, a Colorado nonprofit corporation.

Witness my hand and official seal.



Leslie A. Schott  
Notary Public