

**FEBRUARY 2026 AMENDMENT TO THE
CONDOMINIUM DECLARATION FOR
LEWISTON TOWNHOUSE CONDOMINIUM ASSOCIATION**

Pursuant to the Declarations for the Lewiston Townhouse Condominium Association (hereinafter “The Association”) and Declaration, recorded on November 13, 1979 in Larimer County, Colorado; First Supplement to the Declaration recorded on April 18, 1980; Second Supplement to the Declaration recorded on May 1, 1980; and, Third Supplement to the Declaration recorded on February 13, 1981, the voting members of The Association hereby adopt this Fourth Amendment to the Declaration this ____ day of _____, 2026, by vote of at least sixty-seven percent (67%) of the units now completed, as evidenced by the signatures of the undersigned unit owners.

- I. Article 14 OWNER’S MAINTENANCE RESPONSIBILITY FOR HIS UNIT, Section 14.3 Limited Common Elements is hereby amended and shall now read:

“14.3 Limited Common Elements. Each owner shall maintain in a neat and attractive condition the Limited Common Elements appurtenant to the owner’s unit, including any structures therein (including without limitation garages). The unit owner shall be responsible for maintaining the interior or enclosed portions thereof and such unit owner shall be responsible for painting, repair and otherwise similarly maintain such structures. Additionally, such unit owner shall be responsible for procuring, providing and furnishing at the unit owners’ sole cost and expense a policy of casualty and risk liability insurance covering the Limited Common Element(s) appurtenant to their unit per the requirements for insurance in Article 19 of this Declaration.

- II. Article 19 INSURANCE is hereby amended as follows:

Section 19.1 Standard Rates; Types of Coverage subsections (a) and (b) are hereby **deleted in their entirety**.

Section 19.1 (a) of the Declarations **shall now read:**

- (a) Coverage - Individual Insurance of Private Property. Every Unit Owner, at their own expense, shall fully insure their Unit and any Limited Common Elements appurtenant to the unit. The insurance under this subsection of Article 19 shall include property and casualty insurance for their unit. In accordance with relevant Articles of these Declarations, the proceeds of such a policy shall be used to maintain, replace, or repair the Unit and the Limited Common Elements appurtenant to their unit. Said property and casualty insurance shall be referred to as “Unit Owner Insurance” and shall be required, at a minimum, to adhere to the following:

- (i) Unit Owner Insurance will cover:

1. the Unit, the Limited Common Elements appurtenant to the Unit,

and all Improvements appurtenant thereto (the "Private Property"). Such coverage shall be sufficient to restore the Private Property, up to the boundaries of each Unit and the Limited Common Elements appurtenant thereto, as described in Article IV.

2. Unit Owner Insurance may exclude land, excavations, portions of foundations below the undersurface of the lowest basement floor, underground pilings, piers, pipes, flues and drains and other items normally excluded from property casualty insurance policies.
3. The Unit Owner Insurance will be for an amount (after application of any deductions) equal to 100 percent of the Private Property's actual cash value at the time the insurance is purchased and at each renewal date.
4. The Board is authorized to obtain appraisals periodically for the purpose of establishing replacement cost of the Property, including its individual Units, Limited Common Elements, and General Common Elements, and the cost of such appraisals shall be a Common Expense. Unit Owner Insurance shall be based on the replacement cost(s) as determined by such appraisals.
5. The Board shall determine the deductible for property casualty insurance. The maximum deductible for insurance policies as well as the deductible per unit damaged shall be approved by a majority vote of the Members at a regularly scheduled meeting of the Association.
6. Unit Owner Insurance shall afford protection against "all risks" of direct physical loss commonly insured.

- a. The difference between the total policy deductible and the deductible per unit damaged shall be paid by the Association as a Common Expense. Of the deductible portion, the deductible per Unit Owner affected shall be paid by each of the owners suffering the loss as an additional Common Expense.

- b. Insurance policies required by this Section and Section 14.3 shall provide that:

- i. the insurer waives the right to subrogation under the policy against a Unit Owner or Member of the household of a Unit Owner.
 - ii. an act or omission by a Unit Owner,

unless acting within the scope of the Unit Owner's authority on behalf of the Association, will not void the policy or be a condition of recovery under the policy.

- iii. if, at the time of a loss under the policy, there is other insurance in the name of the Association which covers the same risk covered by the Unit Owner's policy, the Unit Owner's policy provides primary insurance for the loss.
- iv. insurance proceeds designated to any insurance Trustee designated in the policy for that purpose, and otherwise to the Association as "Loss Payee", but, in any case, it is to be held in trust for each Unit Owner and the Unit Owner's mortgagee.
- v. The insurer may not cancel or refuse to renew the policy until 30 days after notice of the proposed cancellation or non-renewal has been mailed to the Association, to each Unit Owner and to each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

(ii) Association may obtain insurance

If Unit Owner fails to provide insurance on their respective unit per this section, 19.1(a), then the Board, after meeting and affirmative vote, may obtain insurance covering said Unit and assess the Unit Owner who failed to provide said insurance for the cost of the insurance covering said Unit and all costs associated with obtaining said insurance. The Board is authorized to characterize this as either an assessment, fee, or cost to be reimbursed and paid by the Unit Owner to the Association.

19.1(b) shall now read:

(b) Individual Insurance -Nothing in these Declarations shall be construed as preventing unit owners from obtaining insurance for their own benefit or for using the proceeds of such a policy to maintain, replace, or repair the limited common elements appurtenant to their unit or of any general common elements.

(g) Excepting Director and Officers insurance and risk and casualty insurance procured by the Association to cover the Common Areas and property owned by the Association, if in the Board's sole discretion an insurance policy is not unduly expensive, the Board of Directors of the Association may obtain and maintain policies written through companies licensed to do business in Colorado covering the risks set forth in sections 19.1, subsections c. through f.

Signed:

I, _____, hereby certify that I am the President of the Lewiston Townhouse Condominium Association and that the foregoing 1st Amendment to the Bylaws of the Lewiston Townhome Condominium Association were duly adopted by the Board of Directors of the Association at a meeting of the Board of Directors of the Association held on the _____, day of _____, 202__.

CERTIFICATION

I, _____, hereby certify that I am the Secretary of the Lewiston Townhouse Condominium Association and that the foregoing 1st Amendment to the Bylaws of the Lewiston Townhome Condominium Association were duly adopted by the Board of Directors of the Association at a meeting of the Board of Directors of the Association held on the _____, day of _____, 202__.

SECRETARY