

**LIMITED AMENDMENT TO THE
DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND
EASEMENTS FOR RED CANYON TOWNHOMES, A COLORADO COMMON
INTEREST COMMUNITY**

THIS AMENDMENT is made this 24th day of May, 2023.

RECITALS

A. Red Canyon Townhomes, LLC created RED CANYON TOWNHOMES OWNERS ASSOCIATION ("Community") by recording a Declaration of Covenants, Conditions and Restrictions of Red Canyon Townhomes Owners Association, in the real property records of the County of Eagle, State of Colorado, at Reception No. 644048, on January 6, 1998 (the "Original Declaration").

B. The Declaration was subsequently On March 16, 1998 a First Amendment to the Conditions, Covenants, Restrictions and Easements for Red Canyon Townhomes was recorded with the Eagle County Clerk and Recorder at Reception No. 649714. A Second Amendment to the Declaration of Conditions, Covenants, Restrictions and Easements for Red Canyon Townhomes was recorded with the Eagle County Clerk and Recorder on at May 4, 1998 at Reception No. 654805. A Third Amendment to the Declaration of Conditions, Covenants, Restrictions and Easements for Red Canyon Townhomes was recorded with the Eagle County Clerk and Recorder on September 29, 1998 at Reception No. 671048. A Fourth Amendment to the Declaration of Conditions, Covenants, Restrictions and Easements for Red Canyon Townhomes was recorded with the Eagle County Clerk and Recorder on November 12, 1999 at Reception No. 714518. A Fifth Amendment to the Declaration of Conditions, Covenants, Restrictions and Easements for Red Canyon Townhomes was recorded with the Eagle, County Clerk and Recorder on September 22, 2000 at Reception No. 739852; a Sixth Amendment to the Declaration of Conditions, Covenants, Restrictions and Easements for Red Canyon Townhomes was recorded with the Eagle, County Clerk and Recorder on January 3, 2005 at Reception No. 902291 with the Sixth Amendment being re-recorded on December 12, 2009 at Reception No. 200927235 (hereinafter collectively referred to as the "Declaration"). The terms used herein shall have the meanings as defined in the Declaration, and as otherwise defined or modified herein; and

C. The Declaration provides for and allows for this Limited Amendment to the Declaration of Covenants, Conditions, and Restrictions of Red Canyon Townhomes Owners Association (the "Amendment") in Article 14, Section 14.03, which provides as follows:

Except in cases of amendments that may be executed by the Declarant or the Association pursuant to the provisions of this Declaration or the Act,

this Declaration may be amended only by vote or agreement of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

D. All Owners are aware of the provisions of the Declaration allowing for amendment, by virtue of the record notice of the Declaration, by acts and disclosures, newsletters or notices of the Association and by other means.

E. This Limited Amendment has been prepared and determined by the Association and by the Owners that have approved this Limited Amendment to be reasonable and not burdensome.

F. The purpose of this Limited Amendment is to amend provisions of the insurance requirements between the Association and the Owner.

G. The undersigned, being the President of the Association, hereby certify that Owners representing at least 67 of the Association votes have consented and agreed to this Limited Amendment.

H. As amended by this Limited Amendment, this amendment shall become part of and incorporated into the "Declaration."

NOW THEREFORE,

I. Amendments. The Declaration is hereby Amended as follows:

(a) Repeal and Replacement. Article 10, Section 10.01 (a) is hereby deleted in its entirety and replaced as follows:

(a) The Association shall obtain and maintain at all times, as a Common Expense, property insurance as required herein. The Association's property insurance policy shall provide coverage for, on a replacement cost basis, to allow for rebuilding the exterior components of the Units; partition and party walls and interior partition walls, and components located within the walls (including framing, plumbing, electrical and mechanical components and all insulation); and all portions of the Common Elements. The Association is not required to obtain property insurance for finishes to surfaces of walls, floors, or ceilings within the Unit (including, but not limited to texture, paint, wallpaper, paneling other wall coverings and window coverings, tile, carpet or floor coverings). Further the Association is not required to obtain property insurance for cabinetry, fixtures, appliances, equipment within or serving exclusively the Unit (for example, air conditions, including condensers, and lines running

from/to such equipment or any betterments, improvements, or additions to Unit made by Owners or their predecessors.

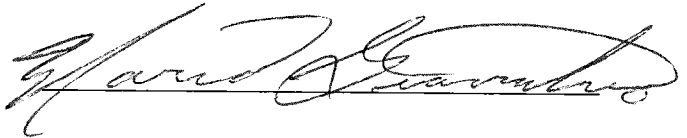
(b) Repeal and Replacement. Article 10, Section 10.04 is hereby deleted in its entirety and replaced as follows:

Each Owner will obtain and maintain in full force and effect a homeowners policy (Colorado HO-6 policy or equivalent) covering the Condominium Unit to the extent not otherwise covered by the Association's insurance, including without limitation its fixtures, equipment, finishes to surface of walls, floors and ceilings, floor and wall coverings, betterments, improvements and additions, the Owner's personal property and providing liability coverage for bodily injury, property damage and loss assessments by the Association. The Association shall have no liability for the failure of any Owner to obtain or maintain the insurance provided herein.

II. No Further Amendments. Except as expressly amended herein, the Declaration shall remain unamended and in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed by the undersigned.

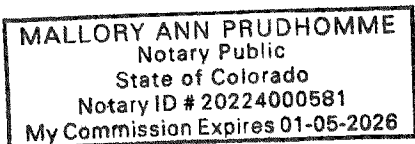
RED CANYON TOWNHOMES OWNERS ASSOCIATION, a Colorado nonprofit corporation

By: 

STATE OF COLORADO)
) ss.
COUNTY OF Engle)

The foregoing was acknowledged before me this 24th day of May, 2023 by Mario S. Guzman, as president of Red Canyon Townhomes Owners Association.

Witness my hand and official seal.
My commission expires: 1/5/2024





Notary Public