

County of Jefferson Clerk and Recorder:

Index in:

- The grantee's index under "The Ken-Caryl Ranch Townhouse" and "Sunset Ridge on the Ken-Caryl Ranch" (the names of the Community) and "The Ken-Caryl Ranch Townhouse Association" (the name of the association);
- The grantor's index under "The Ken-Caryl Ranch Townhouse Association." (the name of the Association); and
- The grantor's index for each of any other persons executing this Amendment.

**LIMITED AMENDMENT TO THE
SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS**

THIS LIMITED AMENDMENT ("Amendment") to Supplemental Declaration of Covenants and Restrictions is made on this 31st day of October, 2023, by The Ken-Caryl Ranch Townhouse Association ("Association"), a Colorado nonprofit corporation.

RECITALS

A. The Writer Corporation, a Colorado corporation, recorded the Supplemental Declaration of Covenants and Restrictions on May 8, 1979 Reception No. 79040260 in the real property records of Jefferson County, Colorado ("Declaration").

B. Article X, Section 2 of the Declaration provides that it may be amended by an instrument signed by not less than 75% of the Lot Owners. Pursuant to C.R.S. 38-33.3-217 of the Colorado Common Interest Ownership Act ("Act"), any provision in the Declaration that purports to specify a percentage larger than 67% is declared void as contrary to public policy. And until amended, such provision shall be deemed to specify a percentage of 67%. As such, the Declaration may be amended by 67% of the total votes in the Association.

C. The Owners in the community desire to amend certain portions of the Declaration relevant to insurance obligations in the community.

D. Pursuant to the Act, this Limited Amendment has been approved by 67% of the total Owner vote. Alternatively, pursuant to C.R.S. § 38-33.3-217(7), a court order has been entered by the District Court for Jefferson County, Colorado approving this Limited Amendment.

NOW, THEREFORE, the Declaration is hereby amended as follows:

I. **Repeal and Restatement.** Article X, Section 7(A) of the Declaration is amended by deleting that section in its entirety and substituting the following in its place:

A. Insurance.

(i) **By the Subassociation.** The Subassociation's insurance will cover the Common Properties. The Board or its agent may obtain and maintain, to the extent that such insurance is reasonably available, considering the availability, cost, risk coverage provided

by such insurance, a policy of property insurance covering the structure(s) located on each Lot. The Subassociation's insurance policy will be a "bare walls" policy that will rebuild the building structures from the studs behind the drywall out. The Subassociation's insurance policy will exclude the finished surfaces of perimeter and partition walls, floors, and ceilings within the dwelling units or other structures (i.e., paint, wallpaper, paneling, other wall coverings and window coverings, tile, carpet and any floor covering) as well as land, excavations, foundations, and other matters normally excluded from such property policies. The Subassociation's policy will also exclude appliances, improvements and betterments made by Owners.

The Subassociation will use reasonable efforts to secure a blanket property insurance policy providing "special form" coverage in an amount equal to full replacement cost, before application of deductibles. If "special form" coverage is not reasonably available at reasonable cost, the Subassociation will obtain, at a minimum, broad form covered causes of loss, in like amounts. The Subassociation has the right to increase the level of coverage under its policy from the standard outlined in this Section by written Board resolution. If the level of coverage is changed, the Association will make such information available to all Owners by posting the information on the Association's website, if any or by other written correspondence to the Owners.

(ii) By Owners. Every Owner is obligated to obtain and maintain at all times insurance covering those portions of the Lot to the extent not insured by the Subassociation's policies, including, but not limited to, finished surfaces (of walls, floors and ceilings), flooring, cabinetry, fixtures, and appliances, betterments and improvements. Each Owner is also responsible for obtaining insurance covering his or her personal property and coverage for liability arising within the Lot. The Subassociation has no liability for an Owner's failure to maintain required insurance. Upon request, the Owner will furnish a copy of insurance policies to the Subassociation.

(iii) Deductibles. Unless otherwise specified in written guidelines or a written Board resolution, any required deductible on the Subassociation's policy will be a maintenance expense to be paid by the person(s) who would be responsible for the repair or maintenance of the loss in the absence of insurance. If the loss affects more than one Lot or a Lot and the Common Properties, the Board may equitably apportion the cost of the deductible among the parties suffering loss in proportion to the total cost of repair. However, if the insurance policy provides that the deductible will apply to each Lot separately or to each occurrence, each Owner will be responsible for paying the deductible pertaining to his or her Lot, if any. If any Owner(s) fails to pay the deductible required under this section, the Subassociation may pay the deductible and assess the cost to the Owner as an assessment.

III. No Other Amendments. Except as amended by the terms of this Limited Amendment, the Declaration shall remain in full force and effect.

IV. Effective Date. This Limited Amendment shall be effective upon recording.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned, being the President and Secretary of The Ken-Caryl-Ranch Townhouse Association, hereby certify that the Association has obtained the approval of Owners representing at least 67% of the total votes. Alternatively, pursuant to C.R.S. § 38-33.3-217(7), a court order has been entered by the District Court for Jefferson County, Colorado approving this Limited Amendment.

THE KEN-CARYL RANCH TOWNHOUSE ASSOCIATION,
a Colorado nonprofit corporation

By: *Kathryn A. Dawn*
President

Attest: *[Signature]*
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing Limited Amendment to the Supplemental Declaration of Covenants and Restrictions is made by *Kathryn A. Dawn* as President of The Ken-Caryl Ranch Townhouse Association, a Colorado nonprofit corporation, on this *31st* day of *October*, 2023.

[Signature]
Notary Public

My Commission expires: *10.13.2027*

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

JACKIE YOGELINE MENDEZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234039015
MY COMMISSION EXPIRES 10/13/2027

The foregoing Limited Amendment to the Supplemental Declaration of Covenants and Restrictions is made by *Richard White* as Secretary of The Ken-Caryl Ranch Townhouse Association, a Colorado nonprofit corporation, on this *31st* day of *October*, 2023.

[Signature]
Notary Public

My Commission expires: *10.13.2027*

JACKIE YOGELINE MENDEZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234039015
MY COMMISSION EXPIRES 10/13/2027