

**SECOND AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR WOODLAND PARK TOWNHOMES  
(a Planned Community of Townhomes which  
is part of Woodland Park Estates P.U.D.,  
a Planned Community)**

This Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Woodland Park Townhomes (a Planned Community of Townhomes which is part of Woodland Park Estates P.U.D., a Planned Community ("Second 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 Woodland Park Townhomes (a Planned Community of Townhomes which is part of Woodland Park Estates P.U.D., a Planned Community was recorded with the Larimer County Clerk and Recorder on August 7, 1997 at Reception No. 97051211 and the First Amendment to Declaration of Covenants, Conditions, and Restrictions for Woodland Park Townhomes (a Planned Community of Townhomes which is part of Woodland Park Estates P.U.D., a Planned Community was recorded with the Larimer County Clerk and Recorder on December 26, 2001 at Reception No. 2001119299 (collectively the "Declaration").

B. Article XIII, Section C, of the Declaration provides that it may be amended at any time by a vote of sixty-seven percent (67%) or more of the votes entitled to be cast by all Owners through a duly written and recorded instrument. Additionally, Article X, Section C(1)(f) of the Declaration provides that no amendment pertaining to insurance and fidelity bonds shall be effective until approved by fifty-one percent (51%) of the Mortgagees.

C. As reflected in the Certification appearing at the end of this Amendment, this Amendment has received the approval of at least sixty-seven percent (67%) of the votes entitled to be cast by all Owners and at least fifty-one percent (51%) of the Mortgagees.

**Amendment**

1. The Declaration is amended by adding the following Article XIV:

**ARTICLE XIV. INSURANCE**

Section A.: General. To the extent reasonably available, and practicable, the Association shall obtain and maintain the insurance described in this Article. If such insurance is not reasonably available, or practicable, and the Executive Board determines that any insurance described herein will not be provided by the Association, the Executive Board shall cause notice of that fact to be delivered to all Lot Owners. To the extent possible, the liability and property insurance policies required by this Article shall provide that:

1. Each Lot Owner is an insured person under the policy with respect to liability arising out of such Lot Owner's membership in the Association.

2. The insurer waives its rights to subrogation under the policy against any Lot Owner or member of such Owner's household.

3. No act or omission by any Lot Owner, unless acting within the scope of such Lot Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.

4. If, at the time of a loss under the policy, there is other insurance in the name of a Lot Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

Section B. Public Liability Insurance. The Association shall obtain and maintain a comprehensive policy of public liability insurance covering all of the Common Elements, insuring the Association in an amount not less than one million dollars (\$1,000,000) covering bodily injury, including death of persons, personal injury and property damage liability arising out of a single occurrence. Such coverage shall include, without limitation, legal liability of the insureds for property damage, bodily injuries, and deaths of persons in connection with the ownership, management, operation, maintenance or use of the Common Elements. Such coverage may also include, if applicable, liability for property of others, host liquor liability, water damage liability, contractual liability, workmen's compensation insurance for employees of the Association, and such other risks as shall customarily be covered with respect to similar projects. The public liability insurance policy shall insure the Association, the Executive Board, the managing agent, and their respective employees, agents, and all persons acting as agents. In addition, the Declarant shall be included as an additional insured in the Declarant's capacity as a Lot Owner and Executive Board member. The Lot Owners shall be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements. The insurance shall cover claims of one or more insured parties against other insured parties.

Section C. Fidelity Coverage. The Association shall obtain and maintain a policy providing adequate fidelity coverage or fidelity bonds to protect against dishonest acts on the part of officers, directors, trustees, and employees of the Association and all others who handle or are responsible for handling funds of the Association. Such fidelity coverage or bonds shall meet the following requirements:

1. All such fidelity coverage or bonds shall name the Association as an obligee.

2. Such fidelity coverage or bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

3. Coverage shall not be less in aggregate than two months' current assessments, plus reserves, as calculated from the current budget of the Association.

Section D. Directors' and Officers' Liability Insurance. The Association may obtain and maintain a policy providing directors and officers liability insurance, covering all directors and officers of the Association, in such amounts and containing such provisions as may from time to time be deemed necessary or desirable by the Executive Board of the Association.

Section E. Other Insurance. In addition, the Association may obtain insurance against such other risks of a similar or dissimilar nature as it may deem appropriate, or as required by the Act, to the extent that such coverage is reasonably available.

Section F. Lots and Residences. The Association shall be responsible for insuring the exterior of the buildings and all appurtenances thereto, including, but not limited to, the roofs, gutters, siding, shutters, awnings, exterior lighting, exterior windows and screens, exterior doors and storm doors, garage doors, porches, balconies, patios, pergolas, driveways, and sidewalks. The Association shall also be responsible for insuring all structural elements of the buildings including, but not limited to, foundation, structural columns and beams, subfloor as well as all chutes, flues, ducts, wires, and conduits. Each Owner shall be solely responsible for obtaining general liability and property insurance for such Owner's Lot, including the Residence and other Improvements located on the Lot. Said coverage shall include all wall, floor and ceiling finishes including, but not be limited to the following: wall or plaster board, plaster, dry wall, paneling, tiles, wallpaper, and paint. Insurance coverage on all interior furnishings and other items of personal property belonging to an Owner shall be the Owner's responsibility as well including, but not limited to, refrigerators, stoves, microwaves, washers and dryers, dishwashers, ceiling fans, internal lights, light fixtures, boilers/heating units, air conditioning units and fireplaces. Any insurance policy obtained by an Owner shall, to the extent possible at a reasonable cost, contain a waiver of the right of subrogation by the insurer as to any claims against the Association, its officers, directors, agents, and employees.

Section G. Owner Negligence. Any damage caused by the negligence, neglect or misuse by an Owner which results in the Association filing an insurance claim that is covered and subject to a deductible, then the Owner whose negligence, neglect or misuse caused the damage shall be solely responsible for paying the Association's deductible.

Section H. HO6 Insurance Coverage. The Association strongly recommends, but does not require, that each Owner obtain appropriate HO6 coverage. Owners that do not obtain such coverage will be personally liable for catastrophic damage caused by wind, rain, hail, sleet or snow that would be otherwise covered by an HO6 policy.

2. Unless otherwise defined in this Amendment, capitalized terms used in this Amendment have the definitions given to them in the Declaration.
3. Except as amended by this Amendment, all provisions of the Declaration remain in full force and effect.



CERTIFICATION

The undersigned, being the Secretary of Woodland Park Townhome Owners' Subassociation, a Colorado nonprofit corporation ("Association"), certifies as follows:

1. The foregoing Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Woodland Park Townhomes (a Planned Community of Townhomes which is part of Woodland Park Estates P.U.D., a Planned Community ("Second Amendment") has received the approval of at least sixty-seven percent (67%) of the votes entitled to be cast by all Owners and at least fifty-one percent (51%) of the Mortgagees.

2. Lynne Pearson is the duly elected president and I am the duly elected secretary of the Association. By proper corporate action of the Association, Lynne Pearson and I have been authorized to execute the foregoing Second Amendment.

Dated this 21 day of November, 2020.

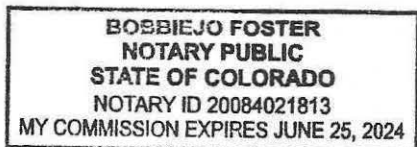
Woodland Park Townhomes Owners' Subassociation, a Colorado nonprofit corporation

By: *Pravi Joshi*, Secretary

STATE OF COLORADO )  
 ) ss.  
COUNTY OF LARIMER )

The foregoing instrument was subscribed and sworn to before me this 21 day of November, 2020 by Pravi Joshi, as Secretary of Woodland Park Townhomes Owners' Subassociation, a Colorado nonprofit corporation.

Witness my hand and official seal.



*Bobbiejo Foster*  
Notary Public