

AFTER RECORDING RETURN TO:
Altitude Community Law P.C.
555 Zang Street, Suite 100
Lakewood, CO 80228
Attn: DAF

**FOURTH AMENDMENT TO THE SECOND AMENDED AND RESTATED
DECLARATOIN OF PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE GREENS AT DALTON**

THIS FOURTH AMENDMENT is made this 7 day of February, 2025

RECITALS

A. Greens at Dalton Owners did cause to be recorded that certain Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of The Greens at Dalton Owners Association, in the real property records of the County of La Plata, State of Colorado, at Reception No. 1174521, on July 23, 2020 as has been amended from time to time (the "Declaration").

B. The Declaration provides for and allows for this Fourth Amendment to the Declaration of Covenants, Conditions, and Restrictions of The Greens at Dalton (the "Amendment") at Article 12, which provides as follows:

Amendment of this Declaration and termination of this common interest community shall be as set forth in the Act.

C. The Act requires the consent of no less than 51% of all owners in the community.

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 Adjust insurance requirements for the owners and the Association.

G. The undersigned, being the President of the Association, hereby certify that Owners representing at least 51% 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) Addition. The following is added as Article 6, Section 6.5:

6.5 Supplemental Assessment. The Association shall have the right to add to any Owner's Assessment as provided in this Article the following:

(a) Those amounts expended by the Association for the benefit of any individual Lot or any occupant thereof, including but not limited to: Unit insurance; improvement, repair, replacement and maintenance specific to a Lot; improvement, repair, replacement and maintenance caused by the negligent or willful acts of any Owner, their guest, employee, licensee, lessee or invitee as set forth in this Declaration; and

(b) Any extraordinary maintenance, repair, improvement and replacement costs of any area which the Association maintains required on fewer than all the Lots; and

(c) All fines and costs assessed against an Owner pursuant to the Governing Documents.

(b) Repeal and Replacement. Article 11, Section 11.1.1 is here by deleted in its entirety and replaced as follows:

(a) Physical Damage Insurance on Improvements. To the extent reasonably available, the Association shall obtain insurance providing all risk coverage or the nearest equivalent available for the full replacement cost, without deduction for depreciation, for all insurable improvements located on the Common Elements and may, if approved by a majority of all owners, obtain all risk coverage on the Lots.

(b) The Executive Board, on behalf of the Association may also obtain any additional endorsements which it deems advisable and in the best interests of the Association.

(c) The insurance described in this Section shall be inflation coverage insurance, if such insurance is available, which shall represent 100% of the replacement value exclusive of land, foundation, excavation and other items normally excluded from coverage.

(d) The Association's insurance policy may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance equals at least the replacement cost of the insured property.

(C) Repeal and Replacement. Article 11, Section 11.3 is hereby deleted in its entirety and replaced as follows:

(a) Owner's Insurance. Unless approved as set forth in Article 11.1.1 of this Limited Amendment above, each Owner shall be responsible for maintaining insurance which covers their Lot and improvements thereon. Such insurance shall include, but shall not be limited to, physical damage to the components to the Lot and dwelling constructed thereon, furnishings and personal or other property in the Unit and liability insurance for injury, death or damage in the dwelling or upon the Lot. Any such policy shall be written that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished thereby. On an annual basis, each Owner shall deliver to the Association evidence of insurance on the Unit meeting the minimum requirements set forth herein.

(b) Each policy of insurance obtained by the Owner shall contain the following provisions:

- i. Name the Association as an additional interested party on such policy;
- ii. Contain a deductible no greater than 2% of the face value of the policy.
- iii. Shall contain inflation coverage insurance, if such insurance is available, which shall represent 100% of the replacement value exclusive of land, foundation, excavation and other items normally excluded from coverage.
- iv. Shall contain law and ordinance rider sufficient to cover all changes in construction laws and ordinances.
- v. If an Owner (i) fails to obtain the insurance required above, (ii) allows such insurance to lapse or (iii) fails to provide proof of insurance to the Association, upon no less than 10 days written notice, the Association may obtain, on the Owner's behalf and at the Owner's sole cost and expense a policy that complies with this Section.
- vi. Home Owners have full responsibility for maintaining adequate coverage for their dwelling, contents and liability at all times. The Association in no way assumes liability for each owner maintaining proper Home Owner's insurance coverage that complies with this Article 11.

(d) **Repeal and Replacement.** Article 11, Section 11.4 is hereby deleted in its entire and replaced as follows:

11.4 **Damage or Destruction.** In the event of damage or destruction of any improvement on the properties due to any cause to which insurance proceeds are available, the Owner shall provide any insurance proceeds to the Association related to the exterior of the dwelling attributable to the loss, and the Association shall promptly apply such proceeds towards the repair and reconstruction of the improvements damaged or destroyed.

II. No Other Amendments. Except as specifically amended herein, the Declaration shall remain unchanged and in full force and affect.

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

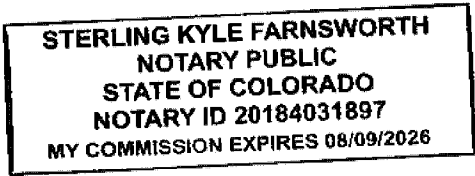
**THE GREENS AT DALTON OWNERS
ASSOCIATION, a Colorado nonprofit corporation**

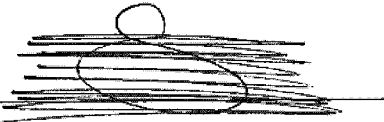
By:  - President

STATE OF COLORADO)
) ss.
COUNTY OF La Plata)

The foregoing was acknowledged before me this 7 day of February,
2025, by Steven Ted Hood, as President of The
Greens at Dalton Owners Association, a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: 8.9.2026





Notary Public