

Amended and Restated

PROTECTIVE COVENANTS OF FOX ESTATES SUBDIVISION

WHEREAS the Amended and Restated Covenants for Fox Estates recorded on November 8, 2024 at Reception Number 857090 incorrectly states the Reception Number of the document being amended, this document correctly states the Reception Number of the Document being 224664.

WHEREAS the Amended and Restated Covenants for Fox Estates recorded on November 8, 2024 at Reception Number 857090 names Fox Estates Community Association but the attached affidavits name Fox Estates Community. This document correctly references Fox Estates Community, a Colorado nonprofit registered with the Secretary of State on July 31, 2024.

WHEREAS the Owners of the real property known as Fox Estates, Filing Numbers 1 and 2, desire to fully amend and restate the original Protective Covenants of Fox Estates, Filing Number One, as recorded at Reception Number 224664, File No. 6919 on May 28, 1970 with the Routt County, Colorado Clerk and Recorder's Office and wish to further establish certain restrictions, conditions and covenants pertaining to the use, occupancy and improvements which may be erected in this Subdivision, a map of which has heretofore been filed at Reception No. 224669, File No. 6918 on May 28, 1970 and at Reception Number 674361, File No. 13851 on May 14, 2008 with the Routt County, Colorado Clerk and Recorder's Office, which restrictions, conditions and covenants are for their benefit, as well as their respective grantees and successors and assigns, (hereinafter collectively called "Owners" or individually an "Owner"). The purpose of these conditions, covenants, and restrictions are to insure the use of the property for attractive residential purposes only, to provide for the ability of the Association to collect Common Assessments and/or Special Assessments for common purposes of the Subdivision, to prevent nuisances, to prevent the impairment of the attractiveness, to preserve the true natural environment and thereby to secure to each site Owner of Fox Estates, Filing Numbers 1 and 2 the full benefit and enjoyment of his/her home. Anything tending to detract from the attractiveness and value of the property for residential purposes will not be permitted.

NOW, THEREFORE, as memorialized by the attached affidavits, the Owners, for themselves and their respective grantees, successors and assigns, do hereby impose, create, establish, publish, acknowledge, declare and agree with, to and for the benefit of all persons who may hereafter purchase or lease, and from time to time sell all or hold any of the lots in Fox Estates, Filing Numbers 1 and 2 (hereinafter "Fox Estates"), subject to the following restrictions, covenants and conditions (hereinafter called "Covenants"), all of which shall be deemed to run with the land and to inure to the benefit of and be binding upon the Declarants hereof, their respective grantees, successors and assigns.

WHEREAS, these covenants may be amended by written consent of the Owners of sixty (60%) percent of the Lots included within the boundaries of Fox Estates, Filing Number 1 and 2. The Owners have voted to so amend and restate these covenants on the date first referenced above.

WHEREAS the Owners hereby establish FOX ESTATES COMMUNITY INC. (hereinafter called the "Association"). Anyone who owns a Lot in Fox Estates, Filing Numbers 1 and 2 shall be a Member of the Association from this point forward until they sell their Lot. Owners agree to be bound by these Covenants. Each Lot within Fox Estates carries one vote that the Owner may vote at the Annual Meeting of Owners and at Special Meetings of Owners. Owners may vote by written proxy designating a representative.

I. DEFINITIONS (unless the context shall expressly provide otherwise)

- a) "Act" means the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101, et. al. In the event the Act is repealed, the Act, on the effective date of these Covenants, shall remain applicable to this Declaration.
- b) "Annual Meeting" means the general membership meeting and election of directors required to be held each December. 20% of Owners will constitute a quorum, and a majority of Owners present in person or by proxy will carry any vote.
- c) "Association" means Fox Estates Community Association Inc., a Colorado nonprofit corporation.
- d) "Association Documents" means these Covenants as well as the Bylaws, Articles of Incorporation, Rules and Regulations, and Responsible Governance Policies, and any other documents created and approved by the Association.
- e) "Board of Directors" or "Board" means the governing body of the Association as provided in these Covenants and the Act.
- f) "Common Assessments" means the recurring quarterly invoiced assessment to cover Common Expenses.
- g) "Common Elements" means those portions of a building, land, improvements or amenities owned or managed by the Association that are used by all the Lot Owners, who share in the Common Expenses of their operation and maintenance.
- h) "Common Expenses" means and includes expenses of administration, operation, and management of the Community, and the expense of maintenance, repair or replacement of the Common Elements that benefit all Owners. All expenditures related to the Common Well are considered Common Expenses.
- i) "Common Well" means the water well, pumps, storage tanks, and all related infrastructure or other improvements maintained by the Association for the distribution of water to all 26 Lots within Fox Estates Filing Numbers 1 and 2. The Common Well is one of the Common Elements.
- j) "Community" or "Subdivision" means the land, the buildings, all improvements and structures shown on Fox Estates Filing Numbers 1 and 2, as well as any real or personal property owned by the Association.
- k) "Covenants" and "Declaration" mean this instrument and all amendments to this instrument hereafter recorded in the real property records of Routt County, Colorado.
- l) "Direct Assessment" means expenses incurred by the Association that are attributable to one or more Owners (but less than all Owners) that will be charged solely to the Owner(s) responsible, to protect the rest of the Owners from sharing the relevant expense as such expense only benefits the applicable Owner(s).
- m) "Dwelling" means a private residential building.
- n) "Lot" means any of the 26 Lots shown in Fox Estates, Filing Number 1, Reception #6918, as amended by Fox Estates Filing Number 2, Reception #674361, per the Routt County, Colorado Clerk and Recorder's office.
- o) "Owner" or "Member" means any individual, corporation, partnership, association, trust, or other legal entity which is the record Owner of an undivided fee simple interest in any lots in Fox Estates. All Owners shall be Members of the Association.
- p) "Special Assessment" means each Owner's share of the Common Expenses which may exceed usual expenses for the Association as reflected in the budgets adopted and approved by the Owners at

the Annual Meeting of Owners. Special Assessments are payable on a basis specified by the Board of Directors. Special Assessments will be shared equally amongst each Owner of a Lot with a Dwelling and Owners of vacant Lots for which a tap fee has been paid.

- q) "Special Meeting" means a general membership meeting for any purpose that may be called in addition to the Annual Meeting. 20% of Owners will constitute a quorum, and a majority of Owners present in person or by proxy will carry any vote.
- r) "Structure" means a building, driveway, fence, outbuilding, wall, foundation, walkway, gazebo, patio, deck, utility line, or other fixture or improvement affixed or situated on a Lot with the intent that it remains indefinitely.
- s) "Tap Fee" means a charge for connecting a Lot to the Community water system.

II. ASSOCIATION POWERS The Association shall have, subject to the limitations contained in these Covenants and the Act, the powers necessary for the administration of the affairs of the Association and the upkeep of the Community and Common Elements which shall include, but not be limited to, the power to:

- a) adopt and amend Bylaws and Rules and Regulations and any Responsible Governance Policies, provided that proposed Bylaws, Rules and Regulations, and/or Responsible Governance Policies are distributed to Owners at least two weeks prior to an open meeting for adoption.
- b) adopt and amend budgets for revenues, expenditures, and reserves.
- c) collect Common Assessments and Special Assessments for Common Expenses from Owners and collect Direct Assessments when warranted.
- d) hire and discharge independent contractors.
- e) institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of these Covenants, the Bylaws or the Rules and Regulations in the Association's name on behalf of the Association or two or more Owners on matters affecting the Community.
- f) receive notices, join in any litigation or administrative proceeding, and execute all documents in the Association's name, on behalf of the Association, or on behalf of the two or more Owners, in connection with any change in zoning, annexation, subdivision approval, building permit, or other type of governmental approval required to accomplish or maintain the purposes of these Covenants.
- g) regulate the use, management, testing, maintenance, repair, replacement, and modification of the Common Well.
- h) acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a security interest only pursuant to the requirements of the Act.
- i) impose a reasonable charge for late payment of Common Assessments, Special Assessments and Direct Assessments, recover costs of enforcement for collection of Common Assessments Special Assessments and Direct Assessments and other actions to enforce the powers of the Association, regardless of whether suit was initiated and, after notice and hearing, levy reasonable fines for violations of these Covenants, the Bylaws, and the

Rules and the Regulations of the Association.

- j) impose a reasonable charge for the preparation and recordation of amendments to these Covenants or for preparation of statements of unpaid Common Assessments, Special Assessments and Direct Assessments.
- k) provide for the indemnification of the Association's Board of Directors and maintain Board of Directors and Officers liability insurance.
- l) receive Common Assessments, Special Assessments, and Direct Assessments.
- m) exercise any other powers conferred by these Covenants.
- n) exercise any other power that may be exercised in Colorado by legal entities of the same type as the Association.
- o) exercise any other power necessary and proper for the governance and operation of the Association.

III. BOARD OF DIRECTORS

a) Number, Tenure and Qualifications

1) The business and affairs of the Association shall be managed by a Board of Directors consisting of three directors, each of whom shall be an individual Lot Owner, or a partner, trustee, officer, director, or twenty-five percent (25%) shareholder, member, or other owner of an entity Owner. In the event there are less than three Owners available for Board seats, a lower number is permissible until more volunteers become available, when the vacancy will be filled as described in subparagraph b). If there is an even number of Directors, the most senior director will be the tie breaker, if necessary.

2) Directors shall be elected by the Members at the Annual Meeting of Owners for 2-year terms. To provide continuity, the Directors' terms will be staggered. In even numbered years an even number of Board seats will be filled. In odd numbered years the remaining Board seats will be filled. In the first year the Board will decide which director will be elected for a one-year term and the other two will be elected for two-year terms.

3) If the Board fails to call an Annual Meeting and election in December, any two Owners may call a Special Meeting for the election of Directors, with no quorum requirement. Incumbent Directors will be ineligible for re-election at said meeting.

b) Resignation/Vacancies

1) A director may resign at any time by giving written notice to the president of the Board. Such resignation shall take effect at the time specified in the notice. The acceptance of such resignation by the president shall not be necessary to make it effective. Any vacancy occurring in the Board of Directors (by reason of resignation or death, may be filled by the affirmative vote of a majority of the directors then in office. A director elected to fill a vacancy shall be elected to fill the unexpired portion of the vacant term.

c) Removal/Replacement

1) A director may be removed from the Board at any time by a vote of 67% of the homeowners present and voting at the Annual Meeting or at a Special Meeting duly called for that purpose. Such removal shall take effect at the time of the vote. The resulting vacancy will be filled by the majority vote of Owners present at the meeting. A director elected to fill said vacancy shall be elected to fill the unexpired portion of the vacant term.

d) General Powers

1) The Board of Directors shall have and may exercise all the powers of the Association except such as are expressly conferred upon the Members, either in their capacity as Members of the Association or as Owner(s) of Lots, by law, or by the Articles of Incorporation or Bylaws.

e) General Responsibilities. The Board of Directors:

1) Shall abide by the Association Documents in all their dealings.

2) Will produce and present an annual budget for Owner approval at the Annual Meeting of Owners. Based on projected funding needs for operating expenses, capital projects and future replacement needs, the Board of Directors may recommend changes to the amount of Common Assessments or Special Assessments for the following calendar year. Such recommendations will be approved by a majority vote of the Owners in attendance at the Annual Meeting or any Special Meeting called to further revise or adopt the annual budget.

3) Will establish a date in December for the annual Owner's meeting and mail or email meeting notices to all Members not less than two weeks prior nor more than two months prior to the meeting. The meeting notice shall include the proposed budget.

4) Will call a Special Meeting at the direction of the Association's President, a majority of the Board of Directors, or if petitioned by homeowners holding 20% or more of the total votes in the Association, and mail or email meeting notices to all Members not less than two weeks prior nor more than two months prior to the meeting.

5) Will Keep accurate minutes of all Annual Meetings, Special Meetings, Board meetings and Committee Meetings. Draft minutes shall be made available to all Members no more than two weeks after the meeting, and upon request thereafter.

6) Will maintain full and accurate books and records showing all billings, receipts, and expenses or disbursements of the Association. Any Member may inspect such records at any reasonable time.

7) Will produce invoices/statements for Common Assessments, Special Assessments, and Direct Assessments.

f) Additional Powers and Responsibilities. In addition to its general powers and responsibilities, the Board of Directors shall have the authority and the responsibility, acting through the Association's officers:

1) To administer and enforce the Association Documents, conditions, restrictions,

easements, uses, limitations, obligations, and all other provisions set forth in these Covenants submitting the property to the provisions of the State of Colorado.

- 2) To establish, make, amend, and enforce compliance with such reasonable rules as may be necessary for the operation and use of the property of the Association.
 - 3) To maintain in good order, condition and repair all items of personal property used in the enjoyment of the Community.
 - 4) To obtain and maintain insurance in connection with the property of the Association, as well as Directors and Officers Liability insurance or other reasonable insurance as may be legally required or deemed necessary.
 - 5) To fix, determine, levy and collect Common Assessments and Special or Direct Assessments to be paid by the Owners to meet the expenses as defined herein and to create a contingency reserve, therefore. All Owners shall be obligated to pay the Common Assessments, Special Assessments, and Direct Assessments imposed by the Board of Directors of the Association. Common Assessments shall be invoiced quarterly by default; Owners may opt for an annual invoice. The Board shall establish billing cycles, due dates and late fees for Common Assessments, Special Assessments, and Direct Assessments in the Bylaws. Special Assessments may be levied whenever in the opinion of the Board it is necessary or advisable to do so (i) to meet increased operating or maintenance expenses, or costs, (ii) to provide for additional capital expenses, or (iii) because of emergencies. However, if the proposed additional expenditure is more than \$5,000 such expenditure may be incurred only after consent of the majority of Owners of the privately owned Lots included within the boundaries of Fox Estates, Filing Numbers 1 and 2. Special Assessments shall be in itemized statement form that shall set forth, in detail, the various expenses for which the assessments are being made.
 - 6) To collect promptly all delinquent Common Assessments, Special Assessments or Direct Assessments by suit or otherwise and to enjoin or seek damages from an Owner as is provided herein and allowed by applicable law.
 - 7) To protect and defend the Association from loss and damage by suit or otherwise.
 - 8) To borrow funds and incur liabilities to pay for any expenditure or outlay authorized by the Articles of Incorporation or the Bylaws; to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary or advisable.
 - 9) To enter contracts within the scope of their duties and powers.
 - 10) To establish a bank account(s) for the Association's treasury and for all separate funds which are required or may be deemed advisable by the Board of Directors.
 - 11) To prepare and deliver to each Member at the Annual Meeting, a balance sheet and income statement showing all receipts, expenses or disbursements since the date of the last such statement and present a proposed budget for the upcoming fiscal year.
- g) Managing Agent. The Board of Directors may employ a managing agent for the Association at a compensation established by the Board to perform such duties and services as the Board may authorize.
- h) Regular Board of Directors Meetings

- 1) Regular meetings of the Board of Directors may be held at such places within the State of Colorado, and at such times as the Board may from time to time by vote determine.
 - 2) Meetings may be held in person, via teleconference or virtually, or a combination thereof.
 - 3) Only business on the agenda may be transacted at a regular meeting.
 - 4) The Board shall mail or email meeting notices to all members not less than three (3) days prior or more than two (2) weeks prior to the meeting. The meeting notice shall include the agenda.
 - 5) After a Board motion has been seconded, and before a vote is taken, Owners or their representatives will be allowed to comment on the motion. Up to ten minutes will be allowed, divided evenly between the participants who want to comment.
 - 6) The regular meeting of the Board of Directors for the election of officers may be held without call or formal notice immediately after, and at the same place as, the Annual Meeting of Owners, or any Special Meeting of members at which a Board of Directors is elected.
- i) **Special Board of Directors Meetings**
 - 1) The Board may hold Special Meetings as they deem necessary. Special meetings of the Board of Directors may be held in accordance with subparagraph h) above.
 - j) **Quorum**
 - 1) A majority of the number of directors shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time. When a quorum is present at any meeting, a majority of the directors in attendance shall, except where a larger number is required by law, by the Articles of Incorporation or by the Bylaws, decide any question brought before such meeting.
 - k) **Waiver of Notice**
 - 1) Board members shall not waive notice of a meeting, and no business shall be conducted if notice in accordance with subparagraph h) above has not been adhered to.
 - l) **Informal Action by Directors**
 - 1) Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all Owners.

IV. USE

- a) All Lots in Fox Estates Filings 1 and 2 shall be vacant or used and occupied only for residential purposes. Only one single-family Dwelling may be constructed on a Lot.
- b) No Lot or Dwelling may be used for any business, commercial or industrial use that would necessitate employee/customer/client traffic within the Subdivision.

V. SHORT-TERM RENTALS

- a) Short-term rentals, sometimes referred to as nightly rentals or vacation home rentals, are defined as the rental of a Dwelling unit for a term or time-period of less than one month. Renting a Dwelling on a short-term basis is prohibited within the Community.

VI. EASEMENTS AND RIGHTS-OF-WAY

- a) Easements and rights-of-way as are depicted on the map for this Subdivision for roads, public or quasi-public utility service are reserved for the common use and benefit of said utilities and the public (if such is delineated for public use). No fence, wall, hedge, barrier, or other improvement shall be erected or maintained along, on, across or within the area reserved for easements and rights-of-way.

VII. SIGNS

- a) No signs, billboards, poster boards or advertising structure of any kind shall be erected or maintained on any Lot for any purpose whatsoever, except for realtor and political signs as well as signage reasonably necessary for the identification of residences.

VIII. SEWAGE

- a) Each structure designed for occupancy by human beings shall have a sewage facility which shall be approved by all applicable governmental and quasi-governmental agencies. At such time as this Subdivision is included within a sewage disposal or sanitation district, the Owners of the properties included within this Subdivision shall forthwith become participating subscribers to the service and members of said district.

IX. TRASH AND GARBAGE

- a) Each Owner shall provide suitable receptacles for the collection of refuse. Such receptacles shall be screened from public view and protected from disturbance or dispersal. Trash receptacles set out for collection should not be placed out overnight and should be retrieved in a timely manner.
- b) No trash, ashes or other refuse may be thrown or dumped on any land within Fox Estates, Filing Numbers 1 and 2, and no incinerator or other device for the burning of refuse shall be constructed, installed, or used. Dumped trash and garbage shall be removed at the expense of the Lot Owner at reasonable times so as not to allow an unreasonable accumulation thereof.

X. UNLICENSED, INOPERABLE VEHICLES

- a) Nonoperational and unlicensed vehicles must be garaged or kept screened by adequate planting or fencing to conceal them from neighboring and higher Lots and streets.

XI. ANIMALS

- a) The only animals which shall be allowed to be kept, raised, bred, maintained or housed in said Community shall be dogs, cats, fish, birds and other similar small domesticated household pets. Moreover, by way of illustration, no livestock or farm animals, or very large, domesticated animals (e.g. horse, etc.), or exotic animals (tame snake, cougar, etc.) shall be allowed.

XII. TREES

- a) Owners are responsible to fell and remove dead trees in a timely manner to help mitigate wildfire danger.

XIII. SET BACK REQUIREMENTS

- a) No building, structure, fence or tower may be built or installed closer than 19.5 feet from

a property line between two Lots.

XIV. ARCHITECTURAL REVIEW

- a) Any large exterior painting project or any project that requires a building permit must be approved by the Board of Directors prior to applying for the permit. Renderings showing the planned improvements must be submitted, and the exterior color, the materials to be used, and the landscaping must be compatible with existing structures in the Community. If the Owner and the Board cannot come to an agreement, a Special Meeting of the Owners will be called and a vote of Owners present in person or by proxy will determine if the project will be allowed.

XV. LANDSCAPING AND GARDENING

- a) All surface areas disturbed by construction shall be returned promptly to their natural condition and replanted in native grasses, except where such areas are to be improved by the construction of gardens, lawns, homes, garages, and exterior living areas.

XVI. TEMPORARY STRUCTURES

- a) No temporary structure shall be permitted in the Community except as may be necessary during construction.

XVII. CONTINUITY OF CONSTRUCTION

- a) All structures commenced in the Community shall be prosecuted diligently to completion and shall be completed within twenty-four (24) months of commencement, except in hardship situations and the Board of Directors approves the same.

XVIII. NUISANCE

- a) No noxious, annoying or offensive activity shall be pursued, nor shall anything be done or permitted which shall constitute a public nuisance within the Community. Not by way of limitation, but by way of illustration, this shall mean and include wandering or barking domesticated animals or the discharge of fireworks or firearms of any type or nature.

XIX. FENCES

- a) No fences, walls, gates, or other barriers, except for those surrounding gardens or domesticated animal pens, shall be permitted except by consent of the Board of Directors.

XX. TOWERS AND ANTENNAE

- a) No towers for radio or television antennae shall be higher than ten (10) feet above the highest point of the roof line of the house on which it shall be erected. Any such antennas or tower shall be limited to the same height as above provided if it is not constructed on the roof of the home.

XXI. UNDERGROUND UTILITY LINES

- a) All water, gas, electric, and telephone pipes and lines and all other utility facilities within Fox Estates, Filing Number One must be buried underground.

XXII. STORAGE TANKS

- a) No elevated tanks of any kind shall be erected, placed, or permitted upon any building site, except any tank for use in connection with the heating or cooling of a residence which must be kept screened by adequate planting or fencing to conceal them from neighboring and higher Lots and streets.

XXIII. COAL

- a) The use of coal as a fuel for burning in a furnace or fireplace is not allowed. No coal can be stored or stockpiled on any Lot within the Community.

XXIV. SUBDIVISION OF LOTS

- a) No Lot may be subdivided for any purpose whatsoever.

XXV. OWNERS RIGHTS AND RESPONSIBILITIES

a) Ownership - Title

- 1) A Lot may be held and owned by more than one person as joint tenants or as tenants in common, or in any real property tenancy relationship recognized under the laws of the State of Colorado.

- b) Each Lot is allowed one vote which will not be divided or prorated regardless of how the lot is owned. All lots have equal votes. Cumulative voting is not allowed.

- c) Common Assessments and Special Assessments will be divided equally among all lots with dwelling units.

- d) All vacant Lots will be subject to a Tap Fee equal to future Special Assessments for infrastructure improvements, adjusted for inflation based on the Consumer Price Index for All Urban Consumers (CPI-U).

e) Non-Partitionability of Common Elements

- 1) The Common Elements shall be owned in common by all of the Owners and shall remain undivided, and no Owner shall bring any action for partition or division of the general Common Elements.

f) Access to Common Elements

- 1) Every Owner and the Owner's family, guests, invitees and tenants shall have access to the Common Elements, including the Community Well, regardless of any unpaid assessments, so long as such use is in accordance with the purpose for which such Common Elements are intended, and so long as such use does not hinder or encroach upon the lawful rights of the Owner of any other Lot.

g) Use of Property

- 1) Each Owner of a Lot shall be entitled to the exclusive use and possession of such Lot, except for duly recorded easements. Access and use of easements shall be limited to that stated on the recorded document.

h) Use and Occupancy

- 1) Each Lot shall be used and occupied principally for residential purposes by the Owner, by the Owner's family, guests, invitees and tenants.

i) Owners' Maintenance Responsibility of Lot.

- 1) Each Owner is responsible for the maintenance and repair of their Lot and Dwelling and to abide by stated architectural controls. If an Owner fails to maintain their Lot and/or Dwelling in accordance with the requirements described in this Declaration or in accordance with Rules and Regulations properly approved and published by the Board, or in accordance with any other restrictions outlined in any

Association Document, then the Association may take action to enforce compliance. Any costs associated therewith shall be assessed against the Lot as a Direct Assessment.

j) Compliance with provisions of Covenants and Bylaws of the Association

- 1) Each Owner shall comply strictly with the provisions of these Covenants, the Articles of Incorporation and Bylaws of the Association, and the decisions, rules and regulations of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damage or injunctive relief or both, maintainable by the Managing Agent or Board of Directors in the name of the Association on behalf of the Owners or, in a proper case, by an aggrieved Owner.

k) Assessment for Common Expenses

- 1) All Owners shall be obligated to pay the Common Assessments, Special Assessments, and Direct Assessments imposed by the Board of Directors of the Association to meet the budgeted Common Expenses or other direct costs owed by Owners. The Board of Directors shall establish the billing cycle, due dates and late fees in the Bylaws or elsewhere in other governing documents or via appropriate Board action. The Common Assessments and Special Assessments made for Common Expenses shall be based upon the cash requirements deemed to be such aggregate sum as the Board of Directors of the Association shall from time to time determine is to be paid by all Lot Owners, to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the general Common Elements. The omission or failure of the Board of Directors to fix the Common Assessments or Special Assessments for any month, quarter, or year shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay.

l) Insurance

- 1) The Association will not insure any individual Lot or other property within the Subdivision except for Association property.

m) Owners' Personal Obligation for Payment of Assessments

- 1) The amount of any Common Assessments, Special Assessments or Direct Assessment shall be the personal and individual debt of the Owner thereof. No Owner may be exempt from liability for any Common Assessments or Special Assessments or Direct Assessments by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his/her/its real property interest. In the event of default in the payment of any Common Assessments or Special or Direct Assessments, the Owner shall be obligated to pay late fees, interest and such other charges as are provided by the Bylaws or other rules, regulations, or policies of the Association. At a minimum, the Association shall be allowed to collect interest at the rate of eight percent (8%) per annum on any unpaid Special Assessments or Direct Assessments. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same.

n) **Assessment Lien.** All sums assessed but unpaid for the share of Common Assessments, Special Assessments, and/or Direct Assessments chargeable to any Lot shall constitute a lien on such Lot superior to all other liens and encumbrances, except only for:

- 1) Real property taxes and similar governmental assessments, and
- 2) All sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrance.

To evidence such lien, the Board of Directors or the Managing Agent shall prepare a written notice of lien setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot and a description of the property. Such a notice shall be signed by one of the Board of Directors or by one of the officers of the Association or by the Managing Agent and shall be recorded in the office of the Clerk and Recorder of the County of Routt- Colorado. Such lien for the Common Assessments, Special Assessments, and/or Direct Assessments shall attach from the date of the failure of payment of the assessment. Such lien may be enforced by the foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property subsequent to the recording of a notice or claim thereof. In any such proceedings, the Owner shall be required to pay the costs, expenses and attorney's fees incurred for filing the lien, and in the event of foreclosure proceedings, the additional costs, all expenses and reasonable attorney's fees incurred. The Owner of the Lot being foreclosed shall be required to pay to the Association the Common Assessments, Special Assessments, and/or Direct Assessments for the Lot during the period of foreclosure, plus legal fees and collection expenses, and the Association shall be entitled to obtain a receiver to collect the same.

Any encumbrancer holding a lien on a Lot may pay, but shall not be required to pay, any unpaid Common Assessments, Special Assessments, or Direct Assessments remaining unpaid for longer than twenty-five days after the same are due, and upon payment such encumbrancer shall have a lien on such Lot for the amount paid of the same rank as the lien of his or its encumbrance.

o) **Liability for Common Assessments, Special Assessments, or Direct Assessments upon Transfer of Property is Joint**

- 1) The grantee of a property shall be jointly and severally liable with the grantor for all unpaid Common Assessments or Special Assessments or Direct Assessments against the latter for his/her/its proportionate share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee, therefore.

p) **Mortgaging a Property - Priority**

- 1) Any Owner shall have the right from time to time to mortgage or encumber his/her/its interest by deed of trust, mortgage or other security instrument. A first mortgage shall be one which has first and paramount priority under applicable law. The Owner of a Lot may create junior mortgages on the following conditions:

- a. That any such junior mortgages shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, obligations, lien for Common Expenses, and other obligations created by these Covenants, the Articles of Incorporation and the Bylaws of the Association.
- b. That the mortgagee under any junior mortgage shall release, for the purpose of restoration of any improvements upon the mortgaged premises, all of his/her/its right, title and interest in and to the proceeds under all insurance policies upon said premises which insurance policies were effected and placed upon the mortgaged premises by the Association. Such release shall be furnished forthwith by a junior mortgage upon written request of one or more of the Board of Directors of the Association.

XXVI. SEVERABILITY

- a) Should any part or parts of these Covenants be declared invalid or unenforceable by any court of competent jurisdiction, such a decision shall not affect the validity of the remaining Covenants.

XXVII. EFFECT AND DURATION OF COVENANTS

- a) The conditions, restrictions, stipulations, agreements, and covenants contained herein shall be for the benefit of, and binding upon, each tract and Lot in Fox Estates, Filing Numbers 1 and 2, and each Owner of Lots therein, its successors, assigns, representatives, and heirs, and shall continue in full force and effect into perpetuity.

XXVIII. AMENDMENT

- a) These Covenants shall not be waived, abandoned; terminated, or amended except by written consent of the Owners of sixty (60%) per cent of the Lots included within the boundaries of Fox Estates, Filing Numbers 1 and 2 as the same may then be shown by the plat on file in the office of the Clerk and Recorder of Routt County, Colorado, as such is updated from time to time.

XXIX. ENFORCEMENT

- a) If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for the Board of Directors or any person or persons owning real property in Fox Estates, Filing Numbers 1 and 2, to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain and/or enjoin the person violating or threatening to violate them, and to recover damages, actual and punitive, for such violations.

The attached affidavits signed by the owners of Lots 2 and 3, Lots 4 and 5, Lot 6, Lot 9, Lot 10, Lot 11, Lot 12, Lot 13, Lot 14, Lot 15, Lot 16, Lot 17, Lot 18, Lots 19 and 20, Lot 21, Lot 22, Lot 23, Lot 24, and Lot 25 exceed the super majority requirement of 60% of the 26 lots that comprise Fox Estates, Filing Number One and Filing Number two, as required to confirm approval of this document.

STATE OF COLORADO

COUNTY OF ROUTT

AFFIDAVIT

I, Christopher Shurling (print name), a lawful owner of a lot in Fox Estates in the County of Routt, State of Colorado, with the commonly known address of 32545 McKinna Creek Rd solemnly swear or affirm:

That I approve the Amended and Restated Covenants for Fox Estates naming Fox Estates Community, a Colorado non-profit, as the community association.

Under penalty of perjury, I declare and affirm that the above stated facts are true and correct.

Name (signature) [Signature]

Date: 9/18/24

NOTARY ACKNOWLEDGEMENT

Subscribed to and sworn to before me on this 18th day of September, 2024

[Signature]

Notary Public

My Commission Expires on: 11.6.2024

J. SCOTT NORRIS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064045557
MY COMMISSION EXPIRES 11/08/2026 (Seal)

STATE OF COLORADO

COUNTY OF ROUTT

AFFIDAVIT

I, Jori Jo Livingston (print name), a lawful owner of a lot in Fox Estates in the County of Routt, State of Colorado, with the commonly known address of 321635 McQueen Creek Rd. solemnly swear or affirm:

That I approve the Amended and Restated Covenants for Fox Estates naming Fox Estates Community, a Colorado non-profit, as the community association.

Under penalty of perjury, I declare and affirm that the above stated facts are true and correct.

Name (signature) [Handwritten Signature]
Date: 10/15/24

NOTARY ACKNOWLEDGEMENT

Subscribed to and sworn to before me on this 15th day of October, 2024

[Handwritten Signature]
Notary Public

My Commission Expires on: 11.6.2026

J. SCOTT NORRIS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084046557
MY COMMISSION EXPIRES 11/08/2028 (Seal)

STATE OF COLORADO

COUNTY OF ROUTT

AFFIDAVIT

I, DAVID FOUNTAIN (print name), a lawful owner of a lot in Fox Estates in the County of Routt, State of Colorado, with the commonly known address of 33623 KM KINNIS CREEK ROAD solemnly swear or affirm:

That I approve the Amended and Restated Covenants for Fox Estates naming Fox Estates Community, a Colorado non-profit, as the community association.

Under penalty of perjury, I declare and affirm that the above stated facts are true and correct.

Name (signature) David Fountain

Date: 9-18-24

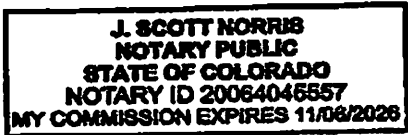
NOTARY ACKNOWLEDGEMENT

Subscribed to and sworn to before me on this 18 day of SEPT, 2024

[Signature]

Notary Public

My Commission Expires on: 11.6.2026



(Seal)

STATE OF COLORADO

COUNTY OF ROUTT

AFFIDAVIT

I, MARGARET LYNN KIRBY (print name), a lawful owner of a lot in Fox Estates in the County of Routt, State of Colorado, with the commonly known address of 32715 MCKINLEY CREEK ROAD SEANOR SPRINGS ^{CO 80487} solemnly swear or affirm:

That I approve the Amended and Restated Covenants for Fox Estates naming Fox Estates Community, a Colorado non-profit, as the community association.

Under penalty of perjury, I declare and affirm that the above stated facts are true and correct.

Name (signature) *Margaret Kirby*
Date: SEPT 18, 2024

NOTARY ACKNOWLEDGEMENT

Subscribed to and sworn to before me on this 18 day of September, 2024

[Signature]
Notary Public

My Commission Expires on: 11.6.2026

J. SCOTT NORRIS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 2006934557
MY COMMISSION EXPIRES 11/08/2026 (Seal)

STATE OF COLORADO

COUNTY OF ROUTT

AFFIDAVIT

I, Richard Parks (print name), a lawful owner of a lot in Fox Estates in the County of Routt, State of Colorado, with the commonly known address of 32805 McKinnis Creek Rd, SB, CO 80487 solemnly swear or affirm:

That I approve the Amended and Restated Covenants for Fox Estates naming Fox Estates Community, a Colorado non-profit, as the community association.

Under penalty of perjury, I declare and affirm that the above stated facts are true and correct.

Name (signature) [Signature]

Date: 9-18-24

NOTARY ACKNOWLEDGEMENT

Subscribed to and sworn to before me on this 18 day of Sept., 2024

[Signature]
Notary Public

My Commission Expires on: 11.6.2026

J. SCOTT NORRIS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064045557
MY COMMISSION EXPIRES 11/08/2026

(Seal)

STATE OF COLORADO

COUNTY OF ROUTT

AFFIDAVIT

I, Jessica Underwood (print name), a lawful owner of a lot in Fox Estates in the County of Routt, State of Colorado, with the commonly known address of 32835 McKinnis Creek Rd, SS CO 80487 solemnly swear or affirm:

That I approve the Amended and Restated Covenants for Fox Estates naming Fox Estates Community, a Colorado non-profit, as the community association.

Under penalty of perjury, I declare and affirm that the above stated facts are true and correct.

Name (signature) *Jessica Underwood*
Date: 9/18/24

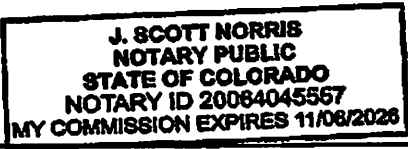
NOTARY ACKNOWLEDGEMENT

Subscribed to and sworn to before me on this 18 day of September, 2024

[Signature]

Notary Public

My Commission Expires on: 11.06.2026



(Seal)

STATE OF COLORADO

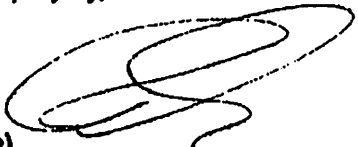
COUNTY OF ROUTT

AFFIDAVIT

I, BRADLEY MOULDER (print name), a lawful owner of a lot in Fox Estates in the County of Routt, State of Colorado, with the commonly known address of 32805 McKEINNS CREEK RD solemnly swear or affirm:

That I approve the Amended and Restated Covenants for Fox Estates naming Fox Estates Community, a Colorado non-profit, as the community association.

Under penalty of perjury, I declare and affirm that the above stated facts are true and correct.

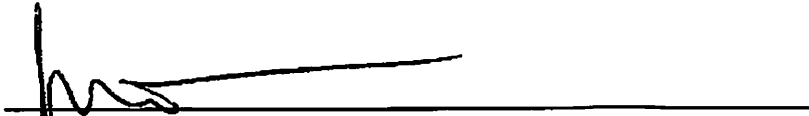


Name (signature) _____

Date: 9-18-24

NOTARY ACKNOWLEDGEMENT

Subscribed to and sworn to before me on this 18th day of Sept., 2024



Notary Public

My Commission Expires on: 11-6-2026

J. SCOTT NORRIS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084045557
MY COMMISSION EXPIRES 11/08/2026

(Seal)

STATE OF COLORADO


COUNTY OF ROUTT

AFFIDAVIT

We, (I) BRIAN D. THORNTON JERRY E. THORNTON (print name(s))
hereby solemnly swear of affirm:

- 1. We (I) are/am lawful owners of a Lot in the subdivision commonly known as Fox Estates in the County of Routt, State of Colorado.
- 2. We (I) do hereby approve the Amended and Restated Covenants for Fox Estates naming Fox Estates Community, a Colorado non-profit, as the community association.

Under penalty of perjury, We (I) hereby declare and affirm that the above stated facts are true and correct.

Name (signature) 

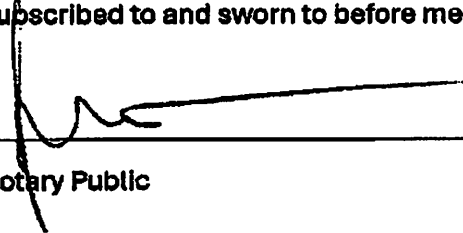
Date: SEPTEMBER 18, 2024

Name (signature) 

Date: SEPTEMBER 18, 2024

NOTARY ACKNOWLEDGEMENT

Subscribed to and sworn to before me on this 18th day of SEPTEMBER, 2024


Notary Public

My Commission Expires on: 11.6.2026

| | |
|---|--------|
| <p>J. SCOTT NORRIS NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20064045557 MY COMMISSION EXPIRES 11/08/2026</p> | (Seal) |
|---|--------|

STATE OF COLORADO

COUNTY OF ROUTT

AFFIDAVIT

I, REED C SAAFER (print name), a lawful owner of a lot in Fox Estates in the County of Routt, State of Colorado, with the commonly known address of 32915 McKinnis Creek Rd solemnly swear or affirm:

That I approve the Amended and Restated Covenants for Fox Estates naming Fox Estates Community, a Colorado non-profit, as the community association.

Under penalty of perjury, I declare and affirm that the above stated facts are true and correct.

Name (signature) Reed C Safer
Date: 9/18/24

NOTARY ACKNOWLEDGEMENT

Subscribed to and sworn to before me on this 18 day of September, 2024

[Signature]
Notary Public

My Commission Expires on: 11.6.2026

**J. SCOTT NORRIS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064045557
MY COMMISSION EXPIRES 11/06/2026** (Seal)

STATE OF COLORADO

COUNTY OF ROUTT

AFFIDAVIT

I, Lauri Higgins (print name), a lawful owner of a lot in Fox Estates in the County of Routt, State of Colorado, with the commonly known address of 32855 McQuinn Creek Rd solemnly swear or affirm:

That I approve the Amended and Restated Covenants for Fox Estates naming Fox Estates Community, a Colorado non-profit, as the community association.

Under penalty of perjury, I declare and affirm that the above stated facts are true and correct.

Name (signature) [Signature]

Date: 9/15/2024

NOTARY ACKNOWLEDGEMENT

Subscribed to and sworn to before me on this 18th day of Sept, 2024

[Signature]

Notary Public

My Commission Expires on: 11.6.2026

J. SCOTT NORRIS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084046557
MY COMMISSION EXPIRES 11/06/2028

(Seal)

STATE OF COLORADO

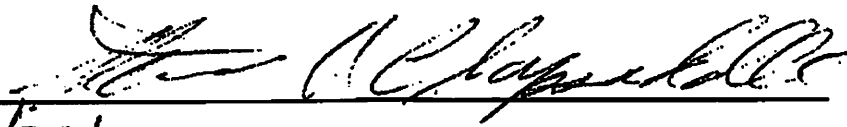
COUNTY OF ROUTT

AFFIDAVIT

I, Thomas A. Clapsaddle (print name), a lawful owner of a lot in Fox Estates in the County of Routt, State of Colorado, with the commonly known address of 32985 McKinnis Creek Road solemnly swear or affirm:

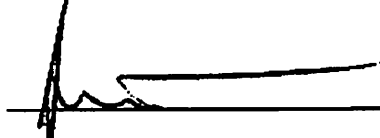
That I approve the Amended and Restated Covenants for Fox Estates naming Fox Estates Community, a Colorado non-profit, as the community association.

Under penalty of perjury, I declare and affirm that the above stated facts are true and correct.

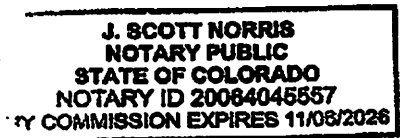
Name (signature) 
Date: 9/18/24

NOTARY ACKNOWLEDGEMENT

Subscribed to and sworn to before me on this 18th day of September, 2024


Notary Public

My Commission Expires on: 11.6.2024



(Seal)

STATE OF COLORADO

COUNTY OF ROUTT

AFFIDAVIT

I, Patricia Moor (print name), a lawful owner of a lot in Fox Estates in the County of Routt, State of Colorado, with the commonly known address of 32978 Makin's Cr Rd, Steamboat CO 80487 solemnly swear or affirm:

That I approve the Amended and Restated Covenants for Fox Estates naming Fox Estates Community, a Colorado non-profit, as the community association.

Under penalty of perjury, I declare and affirm that the above stated facts are true and correct.

Name (signature) [Signature]
Date: 12/1/24

NOTARY ACKNOWLEDGEMENT

Subscribed to and sworn to before me on this 1st day of October, 2024

[Signature]
Notary Public

My Commission Expires on: 11.6.2024

**J. SCOTT NORRIS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064045557
MY COMMISSION EXPIRES 11/08/2026** (Seal)

STATE OF COLORADO

COUNTY OF ROUTT

AFFIDAVIT

I, Jenny Brooks (print name), a lawful owner of a lot in Fox Estates in the County of Routt, State of Colorado, with the commonly known address of 32958 McKinnis Creek Road solemnly swear or affirm:

That I approve the Amended and Restated Covenants for Fox Estates naming Fox Estates Community, a Colorado non-profit, as the community association.

Under penalty of perjury, I declare and affirm that the above stated facts are true and correct.

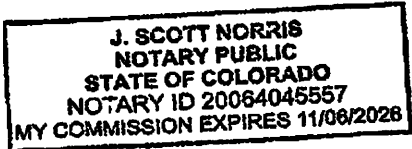
Name (signature) Jenny Brooks
Date: 9/18/2024

NOTARY ACKNOWLEDGEMENT

Subscribed to and sworn to before me on this 16 day of SEPTEMBER, 2024

[Signature]
Notary Public

My Commission Expires on: 11.6.2024



(Seal)

STATE OF COLORADO

COUNTY OF ROUTT

AFFIDAVIT

We, (I) KEVIN E GILMAN (print name(s))
hereby solemnly swear of affirm:

1. We (I) are/am lawful owners of a ~~lot~~ ^{LOTS 19 + 20} in the subdivision commonly known as Fox Estates in the County of Routt, State of Colorado.

2. We (I) do hereby approve the Amended and Restated Covenants for Fox Estates naming Fox Estates Community, a Colorado non-profit, as the community association.

Under penalty of perjury, We (I) hereby declare and affirm that the above stated facts are true and correct.

Name (signature) KEVIN E GILMAN

Date: 12/10/24

Name (signature) _____

Date: _____

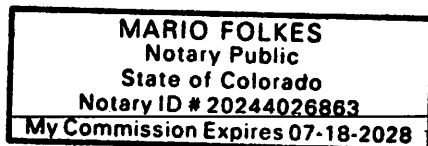
NOTARY ACKNOWLEDGEMENT

Subscribed to and sworn to before me on this 10th day of December, 2024

[Signature]

Notary Public

My Commission Expires on: 07-18-2028



(Seal)

My Commission Expires 07-18-2028
Notary ID # 20244050803
State of Colorado
Notary Public
MARIO FOLKES

STATE OF COLORADO

COUNTY OF ROUTT

AFFIDAVIT

I, JOHN KOVACH (print name), a lawful owner of a lot in Fox Estates in the County of Routt, State of Colorado, with the commonly known address of 32 E 18 McKinis Ct Rd solemnly swear or affirm:

Stephen Cox
That I approve the Amended and Restated Covenants for Fox Estates naming Fox Estates Community, a Colorado non-profit, as the community association.

Under penalty of perjury, I declare and affirm that the above stated facts are true and correct.

Name (signature) [Signature]
Date: 9/18/24

NOTARY ACKNOWLEDGEMENT

Subscribed to and sworn to before me on this 18th day of September, 2024

[Signature]
Notary Public

My Commission Expires on: 11.6.2026

J. SCOTT NORRIS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084045557
~~MY COMMISSION EXPIRES 11/06/2025~~ (Seal)

STATE OF COLORADO

COUNTY OF ROUTT

AFFIDAVIT

I, Karen Anderson (print name), a lawful owner of a lot in Fox Estates in the County of Routt, State of Colorado, with the commonly known address of 32763 McKinnis Creek Dr solemnly swear or affirm:

That I approve the Amended and Restated Covenants for Fox Estates naming Fox Estates Community, a Colorado non-profit, as the community association.

Under penalty of perjury, I declare and affirm that the above stated facts are true and correct.

Name (signature) Karen Anderson
Date: 9-18-24

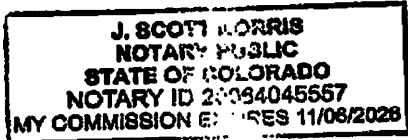
NOTARY ACKNOWLEDGEMENT

Subscribed to and sworn to before me on this 18th day of September, 2024

[Signature]

Notary Public

My Commission Expires on: 11.6.2026



(Seal)

STATE OF COLORADO

COUNTY OF ROUTT

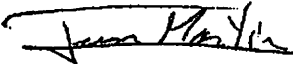
AFFIDAVIT

We, (I) Jesus Martin Roman, Manager of 32728 MCC LCC (print name(s))
hereby solemnly swear of affirm:

1. We (I) are/am lawful owners of a Lot in the subdivision commonly known as Fox Estates in the County of Routt, State of Colorado.

2. We (I) do hereby approve the Amended and Restated Covenants for Fox Estates naming Fox Estates Community, a Colorado non-profit, as the community association.

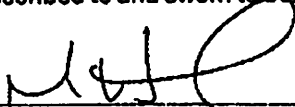
Under penalty of perjury, We (I) hereby declare and affirm that the above stated facts are true and correct.

Name (signature) 
Date: 9/23/24

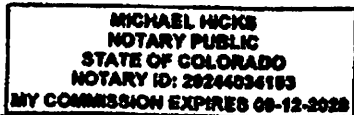
Name (signature) _____
Date: _____

NOTARY ACKNOWLEDGEMENT

Subscribed to and sworn to before me on this 23rd day of SEPTEMBER, 2024


Notary Public

My Commission Expires on: 9/12/2028



(Seal)

STATE OF COLORADO

COUNTY OF ROUTT

AFFIDAVIT

I, ARNOLD VIGRANDE (print name), a lawful owner of a lot in Fox Estates in the County of Routt, State of Colorado, with the commonly known address of 32713 M. Kinnis C&K Rd Steamboat Spitz solemnly swear or affirm:

That I approve the Amended and Restated Covenants for Fox Estates naming Fox Estates Community, a Colorado non-profit, as the community association.

Under penalty of perjury, I declare and affirm that the above stated facts are true and correct.

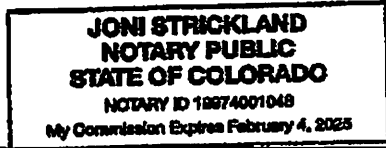
Name (signature) [Signature]
Date: 9-27-24

NOTARY ACKNOWLEDGEMENT

Subscribed to and sworn to before me on this 27th day of September, 2024

[Signature]
Notary Public

My Commission Expires on: 2.4.2025



(Seal)

STATE OF COLORADO

COUNTY OF ROUTT

AFFIDAVIT

I, Chris Noecker (print name), a lawful owner of a lot in Fox Estates in the County of Routt, State of Colorado, with the commonly known address of 32678 McKinnis Creek Rd. solemnly swear or affirm:

That I approve the Amended and Restated Covenants for Fox Estates naming Fox Estates Community, a Colorado non-profit, as the community association.

Under penalty of perjury, I declare and affirm that the above stated facts are true and correct.

Name (signature) _____

Date: 9/19/24

NOTARY ACKNOWLEDGEMENT

Subscribed to and sworn to before me on this 18th day of September, 2024

Notary Public

My Commission Expires on: 11 6 . 2026

J. SCOTT NORRIS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084045567
MY COMMISSION EXPIRES 11/06/2026

(Seal)