

**Indexing Note:**

Please index in the County's grantee index under "Eagle's Ridge Ranch" and "Eagle's Ridge Ranch at Lakota Canyon Homeowners Association" and in the grantor index under "Malo Development Company- Lakota, LLC."

**SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR EAGLE'S RIDGE RANCH AT LAKOTA CANYON RANCH**

**THIS SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR EAGLE'S RIDGE RANCH AT LAKOTA CANYON RANCH** (this "Second Amendment") dated as of March 12, 2026, shall be effective upon recordation and is made by **Malo Development Company- Lakota, LLC.**, a Colorado limited liability company, with respect to that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Eagle's Ridge Ranch at Lakota Canyon Ranch dated to be effective as of June 2, 2023 and recorded on June 2, 2003 as Reception No. 985449, Garfield County, Colorado, as amended by the First Amendment to Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Eagle's Ridge Ranch at Lakota Canyon Ranch dated to be effective as of June 16, 2023 and recorded on June 19, 2023 as Reception No. 986884, Garfield County, Colorado (collectively, the "**Declaration**"). All capitalized terms used but not otherwise defined in this First Amendment shall have the meaning set forth in the Declaration.

WHEREAS, Malo Development Company- Lakota, LLC., a Colorado limited liability company, is the "*Declarant*" under the Declaration;

WHEREAS, pursuant to Section 23.03 of the Declaration, Declarant has reserved to itself the right and power to modify and amend the Declaration; and

WHEREAS, as provided for herein, Declarant desires to amend Section 11.04 and Section 11.16 of the Declaration regarding the Association's and each Owner's obligations to maintain insurance.

NOW THEREFORE, Declarant hereby amends the Declaration as follows:

1. Amendment to Section 11.04. Section 11.04 of the Declaration is hereby amended and restated in its entirety to provide as follows:

*"Section 11.04 Property Damage Insurance. Subject to Section 11.15 and Section 11.16, below, the Association shall obtain and maintain in full force and effect property damage insurance on all insurable improvements located on or constituting part of the Property (including, without limitation, the Common Elements, but specifically excluding the improvements comprising any Individual Air Space Unit-Improved as defined in Section 2.28 hereof and specifically excluding any furniture, wall coverings,*

*improvements, additions or other personal property supplied or installed by Owners), together with all fixtures, building service equipment and common personal property and supplies of the Association, and heating equipment and other service machinery contained therein and covering the interests of the Owners and their Mortgagees, as their interests may appear (the "Association's Property Insurance Scope"). The insurance shall be carried in an amount equal to full replacement value (i.e., 100% of the current "replacement cost" exclusive of land, foundation, excavation, depreciation on personal property and other items normally excluded from coverage), and shall include a replacement cost endorsement and an agreed amount endorsement waiving the requirement of coinsurance. Such insurance shall afford protection against at least the following:*

*(a) Loss or damage caused by fire and other hazards covered by the standard extended coverage endorsement with the standard "all-risk" endorsement including but not limited to sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage;*

*(b) Such other risks as shall customarily be covered with respect to projects similar in construction, location and use to the Project. The Executive Board shall obtain property damage insurance covering any personal property owned by the Association."*

2. Amendment to Section 11.15. Section 11.15 of the Declaration is hereby amended and restated in its entirety to provide as follows:

*"Section 11.15 Insurance Obtained by Owners. It shall be the responsibility of each Owner, at such Owner's expense, to maintain physical damage insurance on all insurable improvements located on or constituting part of the Individual Air Space Units-Improved and replacements thereof, including, but not limited to, the value of structural upgrades or fixtures supplied by the Owner, such Owner's personal property and furnishings. Owner shall also be responsible for public liability insurance covering such Owner's Individual Air Space Unit. ACCORDINGLY, EACH OWNER SHALL PURCHASE A CONDOMINIUM UNIT OWNER'S POLICY COVERING ALL SUCH OWNER'S PERSONAL PROPERTY AND HOUSEHOLD GOODS OR BUSINESS ASSETS, AS APPLICABLE, AND FURTHER COVERING UPGRADES AND BETTERMENTS MADE TO THE UNIT'S INITIALLY INSTALLED IMPROVEMENTS INCLUDING BUT NOT LIMITED TO PLUMBING FIXTURES, LIGHTING FIXTURES, AND BUILT-IN APPLIANCES AND FIXTURES INSTALLED WITHIN THE UNIT AFTER ORIGINAL CONSTRUCTION. THIS POLICY SHALL ALSO PROVIDE PERSONAL LIABILITY COVERAGE FOR THE UNIT AND ITS OWNERS. In addition, an Owner may obtain such other and additional insurance coverage on and in relation to the Owner's Condominium Unit as the Owner in the Owner's sole discretion shall conclude to be desirable. However, none of such insurance coverages obtained by such Owner shall affect any insurance coverage obtained by the Association or cause the diminution or termination of that insurance coverage, nor shall such insurance coverage of an Owner result in apportionment of insurance proceeds as between policies of insurance of the Association and the Owner. An Owner shall be liable to the Association for the amount of any such diminution of*

*insurance proceeds to the Association as a result of insurance coverage maintained by the Owner, and the Association shall be entitled to collect the amount of the diminution from the Owner as if the amount were a default Assessment, with the understanding that the Association may impose and foreclose a lien for the payment due. Any insurance obtained by an Owner shall include a provision waiving the particular insurance company's right of subrogation against the Association and other Owners.*

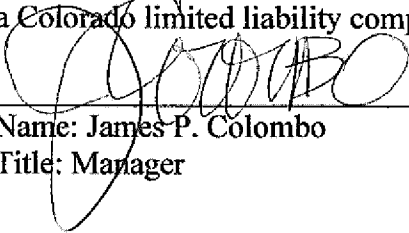
*The Executive Board may require an Owner who purchases additional insurance coverage for the Owner's Condominium Unit (other than coverage for the Owner's personal property) to file copies of such policies with the Association within thirty (30) days after purchase of the coverage to eliminate potential conflicts with any master policy carried by the Association."*

2. Miscellaneous. This Second Amendment will be governed by and interpreted in accordance with the laws of the State of Colorado. Except as specifically set forth in this Second Amendment, the Declaration remains unchanged and in full force and effect. This Second Amendment shall hereafter be interpreted for all purposes as part of the Declaration.

Executed as of the 18 day of MARCH, 2026.

Malo Development Company- Lakota, LLC.,  
a Colorado limited liability company

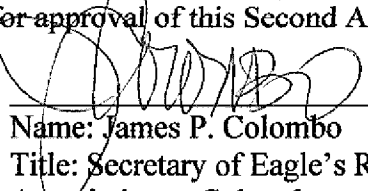
By:

  
Name: James P. Colombo  
Title: Manager

#### ACKNOWLEDGMENT OF SECRETARY

The undersigned, as Secretary of Eagle's Ridge Ranch at Lakota Canyon Homeowners Association, a Colorado nonprofit corporation, certifies that the required number of consents or votes for approval of this Second Amendment was obtained.

By:

  
Name: James P. Colombo  
Title: Secretary of Eagle's Ridge Ranch at Lakota Canyon Homeowners Association, a Colorado nonprofit corporation

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Eagle )

The foregoing instrument was acknowledged before me this 18 day of March, 2026, by James P. Colombo as Manager of Malo Development Company- Lakota, LLC., a Colorado limited liability company, a Colorado limited liability company.  
WITNESS my hand and official seal.

My commission expires: 02-11-2030

[SEAL]

Mayra Rodriguez  
Notary Public

**KAYLA S RODRIGUEZ TARIO**  
Notary Public  
State of Colorado  
Notary ID # 20264004703  
My Commission Expires 02-11-2030