

" WHEREAS, the Association Covenants state at Section 4.1: "Every Owner shall have a right and nonexclusive easement of use, access and enjoyment in and to the Common Area, subject to: . . . 4.1.3 The right of the Board to adopt rules regulating the use and enjoyment of the Common Area, including rules restricting use of recreational facilities within the Common Area to occupants of Units and their guests and rules limiting the number of guests who may use the Common Area. . . . 4.1.6 The right of the Board to permit use of any recreational facilities situated on the Common Area by persons other than Owners, their families, lessees and guests with or without the payment of use fees established by the Board . . . Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees and social invitees, subject to reasonable Board regulation. . . ."

" AND WHEREAS Article 7 of the Association Covenants states: " . . . 7.2 Right of Association to Regulate Use. The Association, acting through the Board shall have the power to regulate use of the Association Properties by Members and, to the extent within the power of the Association, the public to further enhance the overall rights of use and enjoyment of all Members. . . 7.4 Each Member shall be liable to the Association . . . for any damage to Association Properties . . . and for any cost, expense or liability incurred by the Association . . . to the extent not covered by insurance, which may be caused by the negligent conduct or intentional conduct of such Member or Related User . . ." The term "related User" is defined in Section 3.11 of the Covenants as " . . . anyone . . . coming onto the Community Area pursuant to permission granted by [an] Owner."

THEREFORE, the Board of Directors of Fox Meadow Homeowners Association adopts the following policy.

1. Members may use the Common Areas on an unscheduled basis for normal recreational purposes, along with members of their families and a limited number of social guests. Members shall be liable to the Association for any damage to Association Properties, and for any cost, expense or liability incurred by the Association, to the extent not covered by the Association's insurance (including deductibles on Association insurance policies), which may be caused by the negligent or intentional conduct of the Members, their families or guests.
2. Regular or scheduled use of the Common Areas by Members and their guests or invitees, including but not limited to events such as wedding receptions, activities of businesses run by the Members or organized athletic team practices or games, shall only be allowed after acceptance of a written application for permission submitted to the Association's Board of Directors. Such Application shall be on forms provided by the Association, shall include an agreement to indemnify and hold the Association harmless from any injury, claim or damage caused by the activity or event; and shall be accompanied by proof of insurance showing the Association as an additional insured, and with coverage amounts at least equal to \$2,000,000.00 for injury or death and at least equal to the deductible on the Association's insurance policy for property damage.

Greg W Thomas, 8/31/16
President

APPLICATION FOR PERMISSION TO USE FOX MEADOW HOA COMMON AREA

The undersigned wishes to use the following portion of the Association's common areas for the following purposes.

The times and or period during which the property would be so used is : _____

1. The undersigned will indemnify the Association and hold it harmless against any claims or loss due to personal injury or death that result from the use of the common areas.
1. The undersigned will obtain public liability insurance from a company authorized to provide such insurance in the State of Colorado, in an amount not less than \$2,000,000 for each occurrence of injury or death and \$5,000.00 for each instance of property damage, and shall provide The Association with a certificate of insurance prior to use of the Common Areas evidencing compliance with this paragraph, and which shall provide not less than thirty (30) days prior written notice to The Association of any cancellation or material change in the insurance. The certificate will show the Association as a named insured on the policy