

**LIMITED AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PINE CREEK VILLAGE AT BRIARGATE**

THIS AMENDMENT is made this 6th day of February, 2017.

RECITALS

A. Declarant, LP47, LLC d/b/a La Plata Investments, a Colorado limited liability company submitted certain real property to the Declaration of Covenants, Conditions and Restrictions for Pine Creek Village at Briargate, as recorded in the real property records of El Paso County at Reception No. 098165891 on November 12, 1998, as amended and supplemented of record (the "Declaration").

B. Article 15, Section 15.2(a) of the Declaration provides that the Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of Voting Delegates holding at least 67% of the total Association vote. In addition, during the Development Period and for so long as the Declarant owns any Unit, the Declarant's written consent is required to any amendment to the Declaration.

C. Further, Article 12, Section 12.4 of the Declaration provides that any material amendment to any leasing provisions in the Declaration requires the consent of Voting Delegates representing at least 67% of the total votes in the Association (excluding any votes held by the Declarant), of the Declarant during the Development Period, and of Eligible Holders of first Mortgages on Units to which at least 51% of the votes of Units subject to a Mortgage appertain. Based upon the definition of Eligible Holder in Section 12.1, there are no Eligible Holders.

D. On or about December 27, 2007, LP47, LLC merged with High Valley Land Company, Inc., which became the surviving company. High Valley Land Company, Inc., as Declarant, has given its written consent to these amendments, as evidenced by its signature below. The person executing this document on behalf of Declarant represents that he/she has full authority to act on the Declarant's behalf in this matter.

E. Voting Delegates representing at least 67% of the total Association vote have approved this amendment by affirmative vote or by written consent, or a combination thereof.

NOW THEREFORE, the Declaration is hereby amended as follows:

I. Article 10, Section 10.6 is amended by adding the following paragraph:

No Owner shall be permitted to rent or lease that Owner's Unit for time-sharing, short term lodging, transient or hotel purposes, or for a period of less than ninety (90) days. No Owner may rent or lease less than the entire Lot. All rental and lease agreements shall be in writing and shall provide that the terms of such agreement shall be subject in all respects to the provisions of the Declaration, the By-Laws and Articles, or other governing document of the Association, and that any failure by the tenant or lessee to comply with the terms of such documents shall constitute a default under the lease. Other than the foregoing, there are no restrictions on the right of an Owner to rent or lease that Owners Unit. The Board may consider variances on a case by case basis.

II. The following is added as Article 10, Section 10.20:

10.20 Restriction on Marijuana Growth and Distribution. No Owner, occupant or other Person may use the Unit, any portion of the Unit or the Properties for the purpose of growing, cultivating, processing or distributing marijuana, including but not limited to, medical marijuana as a caregiver for any person not residing at that Unit. Notwithstanding the foregoing, an Owner or occupant may possess and grow up to a maximum of twelve (12) marijuana plants total in the Unit, whether the plants are medical marijuana plants, marijuana plants for personal use, or any combination thereof, with one-half (1/2) or fewer being mature, flowering plants; provided however, plants may be possessed and grown only within a primary residence and not within an accessory structure. The Owner or occupant must comply at all

times with Colorado Springs City Code Section 7.3.105P, as may be amended from time to time. No Unit may be used for the processing, production or use of hash oil, whether for personal use or distribution. The restrictions in this section may be further clarified by the Board through rules and regulations. Owner will be responsible for any costs or damages resulting from a violation of this section.

III. No Other Amendments. Except as amended by the terms of this Amendment and previous amendments or supplements, the Declaration shall remain in full force and effect.

IV. Effective Date. This Amendment shall be effective upon recording.

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

PINE CREEK VILLAGE ASSOCIATION, INC.
a Colorado nonprofit corporation

By: [Signature]
President

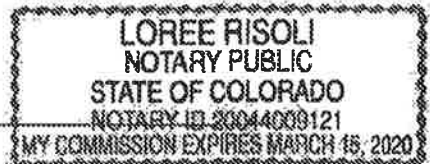
By: [Signature]
Secretary
V Pres

STATE OF COLORADO)
COUNTY OF El Paso) ss.

The foregoing was acknowledged before me this 11th day of February, 2017, by Richard Lancaster, as President of the Pine Creek Village Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: 03-15-20

[Signature]
Notary Public

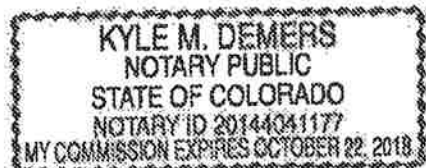


STATE OF COLORADO)
COUNTY OF El Paso) ss.

The foregoing was acknowledged before me this 21 day of Feb, 2017, by Hershel Adams, as Secretary of the Pine Creek Village Association, Inc. a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: 10/22/2018

[Signature]
Notary Public



DECLARANT'S CONSENT:

HIGH VALLEY LAND COMPANY, INC.

By: [Signature]

Name: Michael G. Rusbensen

Title: Vice President

STATE OF COLORADO)
COUNTY OF El Paso) ss.

The foregoing was acknowledged before me by Michael G. Rusbensen, as Vice President of High Valley Land Company, Inc., on this 6th day of February, 2019.

Witness my hand and official seal.
My commission expires: August 4, 2019

[Signature]
Notary Public

