

Amendment to
Declaration of Conditions Covenants, Restrictions and Easements for
JACKSON RANCH

State of Colorado
County of El Paso

Recitals

- A. Four Gates Land Development LLC, a Colorado limited liability Company as "Declarant," by Declaration of Conditions, Covenants, Restrictions and Easements for Jackson Ranch, dated February 2, 2015 and recorded February 4, 2015 at reception 215010695 in the real estate records of the Clerk and Recorder of El Paso County, Colorado (the "Protective Covenants" which term shall also include any amendments thereto) submitted certain property described therein to such covenants and restrictions.
- B. Section 8.9 of the Protective Covenants provides that Owners of at least two-thirds of the Lots may amend any one section of these Covenants (except Sections 1.09, 1.11, 6.01 [and to the extent controlled by the Water Decree, the provisions of Section 6.01 through 6.08 inclusive] and 8.14) or add a new section to these Covenants, provided an instrument certifying such approval certified by the President and Secretary of the Association is filed for record with the Clerk and Recorder of El Paso County.

NOW THEREFORE, in consideration of the acceptance hereof by the several purchasers, grantees (his, her, their or its heirs, executors, administrators, personal representatives, successors and assigns, and all persons or concerns claiming by, through or under such grantees) of deeds to Lots, the following amendments are adopted and effective upon filing for record of this Amendment with the Clerk and Recorder of El Paso County.

- A. **Revised Section 1.1.** Section 1.1 Property Uses shall be amended to read as follows:

Section 1.1 Property Uses.

All single family residential Lots in the Subdivision shall be used exclusively for private residential purposes only for "custom designed homes" as determined herein. No dwelling erected or maintained within the Subdivision shall be used or occupied for any purpose other than for a single-family dwelling. No trade, business profession, commercial activity or other activity conducted for gain shall be carried on or within any Lot, except as provided in Section 1.07 and Quiet Home Businesses.

Quiet Home Businesses shall mean businesses that (1) limit deliveries to common couriers such as Federal Express and UPS, (2) restrict off-street parking to no more than two vehicle spaces and regular on-street parking to no more than two occasions per week, (3) limit staff other than residents of the Lot to no more than three, (4) curtail customer, vendor and business associate visits to no more than thirty total vehicle visits per week, (5) do not produce noise beyond normal household noise, (6) have no outdoor storage, (7) do not regularly park visibly commercial vehicles on the Lot except in a garage, and (8) retain the residential neighborhood nature of the Subdivision.

The following are prohibited, regardless of whether pursuant to a valid license: marijuana cultivation, marijuana establishment, marijuana product manufacturing, marijuana testing, medical marijuana center, retail marijuana store, sales of marijuana or marijuana products, marijuana-related signs, and marijuana-related Quiet Home Business. Marijuana plants are prohibited except these covenants do prohibit persons twenty-one years of age or older in compliance with Colorado law from possessing, growing, processing, or transporting no more than six marijuana plants, with three or fewer being mature, flowering plants, and possession of the marijuana produced by the plants on the premises where the plants were grown, provided that the growing takes place in an enclosed, locked space, is not conducted openly or publicly, and no marijuana or marijuana product is made available for sale.

The construction of separate guest quarters may be allowed on a Lot on a case-by-case basis if approved by the Approving Authority and the appropriate zoning authority, subject to any conditions in such approvals. No Lot shall be used for a human services home, human service residence, human services facilities and human services shelter, health care support facility, hospice, or youth home, generally as such facilities and uses are defined in the zoning code of the El Paso County, or if not so defined, the zoning code of the City of Colorado Springs. In-home child care shall be permitted provided the operation is licensed under regulations of the State of Colorado and has no more than four children at any one time who are not residents of the Lot.

Chickens, but not mature roosters, shall be permitted on a case by case basis as household pets not for commercial use provided that they are kept in enclosures approved by the Approving Authority, and further provided they are kept in clean and sanitary conditions, and further provided that the Approving Authority may be revoke the permission to have chickens on a case by case basis if it determines they are a nuisance.

B. Tract B Defined. Tract B shall be defined as the real estate included in the legal description of the Preliminary Plan for Jackson Ranch attached on the Exhibit hereto.

C. New Section 6.10. New section 6.10 shall be added after Section 6.09 as follows.

Section 6.10. Pond on Lot 3, Jackson Ranch Filing No. 2.

The Owner of Lot 3, Jackson Ranch Filing No. 2, is advised that the property may be adversely impacted by stormwater impounded by the existing stock pond and dam embankment, and may be responsible for obtaining water rights associated with such water retention/storage structure. The Owner of Lot 3, Jackson Ranch Filing No. 2, but not the Association or Declarant (except as Owner) is responsible for the hazards and responsibilities related to potential water storage, seepage and overtopping. The Owner should refer any questions about maintenance or water storage rights issues related to this pond and dam embankment to the State Engineer. No improvements shall be placed within the high water line of the stock pond reservoir or in the spillway or downstream spillway channel. If development activities associated with this subdivision result in required modifications, repairs, enlargements to, or replacement of, any dam, spillway, spillway channel, or other water detention or retention facility located within, or associated with this development, the Owner of Lot 3, Jackson Ranch Filing No. 2, not the

