



FURTHER AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHERRY CREEK CROSSING

This Further Amendment to the Declaration of Covenants, Conditions and Restrictions for Cherry Creek Crossing, recorded December 3, 1999, at Reception No. 099182700 of the real property records of El Paso County, Colorado (the "Declaration") is made, as of the date and year identified below, by Colorado Springs 382, an Arizona limited partnership, as "Declarant" under the Declaration:

RECITALS

(A) Article XX, Section 20.2 of the Declaration states that Declarant may amend the Declaration as allowed therein;

(B) The Declarant hereby exercises its power to amend the Declaration as provided therein.

NOW THEREFORE, the Declarant hereby amends the Declaration as follows:

(1) Section 3.6 is hereby added to the Declaration:

Section 3.6. Declarant's Rights Notwithstanding any provision of the Declaration and/or the Articles of Incorporation, Bylaws or Rules of the Cherry Creek Crossing Property Owners Association, Inc. (the "Association"), any and all of the Declarant's rights under the Declaration and/or those Articles of Incorporation, Bylaws or Rules, shall continue for five years from the date hereof, through and including December 3, 2014; such rights include, without limitation, any and all rights under Sections 3.1, 5.5, 8.1, 11.1 and 18.1 of said Declaration. Any contrary provision of the Articles, Bylaws and/or Rules is subject to said Declaration. During the five years described in this Section 3.6, the Declarant relinquishes control over the Association's funds to the resident member(s) of the Board of Directors.

(2) Section 11.1 is hereby deleted, and the following is substituted in its place:

Section 11.1 Design Review Committee. A Design Review Committee consisting of three (3) or more persons shall be appointed by the Declarant during the period of the Declarant's Class B Membership and thereafter shall be appointed by the Board of Directors and shall be responsible to the Board. At least one member of the Design Review

Committee shall be a resident of the subdivision. Notwithstanding any provision of the Declaration, Articles of Incorporation, Bylaws, or Rules, the Declarant, its successors, assigns or affiliates may in its sole discretion, promulgate, amend, terminate, and/or grant variances to the Design Guidelines during Declarant's Class B Membership; thereafter but not before such time, the Board of Directors shall have such powers.

- (3) Section 18.4 is hereby deleted, and in its place is inserted the following:

18.4 Notwithstanding any provision hereof, any provision containing rights of the Declarant, as set forth in the Declaration, Articles of Incorporation, Bylaws, or Rules may not be amended without the prior written consent of the Declarant, and the rights contained in this Section 18.4 shall only terminate upon the termination of the Declarant's Class B Membership.

- (4) Section 19.2 is hereby amended to add the following subsection (f) to "Exempt Claims":

f. Notwithstanding any provision hereof, any lawsuit or other proceeding by or against the Declarant and/or the Association and/or Board shall be exempt from the provisions of this Article XIX, unless the Declarant and/or Association and/or Board, as applicable suing or sued party, agrees in writing to comply with the provisions of this Article XIX, and furthermore any Notice under this Article XIX shall toll and waive any applicable statute of limitations for six (6) months after the date of such Notice.

- (9) Section 12.3 is hereby amended to add the following subsection (k), all of which pertains solely to the Lots abutting the western or northern boundaries of Filing No. 2:

k. Livestock animals on Five Acre Lots. "Animals" as specified below shall be permitted only upon the Lots abutting the western or northern boundaries of Filing No. 2, and shall be conditioned upon the granting by Declarant of 0.042857 acre-feet of water rights not to exceed a total for all Lots of .6 acre-feet of water per year and not to exceed a total for all Lots of 28 horses, as permitted by the decree of the Water Court in Consolidated Case No. 96CW191 (District Water Court, Water Division 2) and Case No. 96CW168 (District Court, Water Division 1).

(i) No more than two(2) horses may be kept only on any Lot abutting the western or northern boundaries of Filing No. 2 for which livestock water has been allocated by Declarant; and, the total livestock water consumption shall not exceed the water allocation of 0.04286 acre-feet per Lot per year. Animals that are not weaned are not considered animals for purposes of this section and "animals" shall refer only to horses as used herein.

(ii) Stable facilities. A Lot owner shall provide stable facilities for animals kept on the owner's Lot(s). Stables, barns, corrals, or other enclosures will be of finished construction, completely enclosed, and complementary to the design, color and construction of the house. In any case, no stable, barn, corral, or other enclosure shall be placed on any Lot prior to the beginning of construction of a house on the Lot, except in cases of multiple contiguous Lot ownership, wherein a house has been constructed on one of the several Lots. No stable, corral, or any structure for the housing or feeding of animals shall be located closer than one hundred (100') feet to any subdivision street. Plans for stable facilities (including any barn, stable, corral or paddock) must be submitted to and receive the prior written approval of the Design Review Committee of the Association.

(iii) Pastures. A Lot owner may provide pastureland on the owner's Lot(s) for the Lot owner's animals. Grazing that results in defoliation (i.e., grazing to bare dirt) of any portion of a Lot owner's pastureland is strictly prohibited.

(iv) Feed. It is the responsibility of the Lot owner to provide primary feed, including, but not limited to, hay, grain and supplements, to any horse kept on the Lot owner's property. "Primary feed" specifically does not include native grasses and other native plants growing on the owner's Lot(s).

(v) Other livestock. A Lot owner may not keep other species of livestock (as defined by the Association's Board of Directors in its sole discretion) on the Lot owner's property unless permitted by the Board, and only in accordance and with rules, regulations and standards adopted from time to time by the Design Review Committee of the Association.

(vi) Land management practices. Lot owners shall comply with generally accepted land management practices for the maintenance of stable facilities and pastures, and shall comply with covenants, rules, regulations and standards for land management as adopted from time to time by the Design Review Committee of the Association.

(vii) Animals shall be kept within the Lot boundaries. All animals either owned by a Lot owner or for which the Lot owner is legally responsible shall be kept within the boundaries of the owner's Lot(s) unless accompanied while off the Lot, by, and under the control of, the Lot owner, a member of the Lot owner's family, or a designee of the Lot owner. No animals will be permitted permanently or temporarily on the street side of any residence, nor within one hundred (100) feet of any public streets or roads within the subdivision.


(viii) Fencing. Notwithstanding any provision herein to the contrary, and for Lots abutting the northern and western boundaries of the subdivision, walls, fences and gates shall be permitted on front, rear and side property lines and for cross fencing. Details of fence materials and construction guidelines shall be provided in the Design Review Guidelines.

IN WITNESS WHEREOF, the undersigned has executed this Further Amendment this first day of December 2009.

DECLARANT:

Colorado Springs 382 L.P.

an Arizona limited partnership

By: 

Nathan K. Miller, as

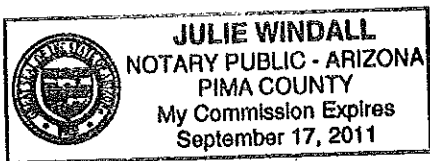
Manager of IBEX Advisors, LLC,

Its General Partner

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing Amendment was acknowledged before me this first day of December 2009, by Nathan K. Miller, as Manager of IBEX Advisors, LLC, General Partner of Colorado Springs 382 Limited Partnership, an Arizona limited partnership.

Witness my hand and official seal.



Julie Windall
Notary Public

My commission expires:

September 17, 2011