

LIMITED AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BEAR CREEK AT ESTES SUBDIVISION (A SMALL COMMON INTEREST PLANNED COMMUNITY)

THIS AMENDMENT is made this 14th day of August, 2021.

RECITALS

A. Bear Creek at Estes HOA Inc., a Colorado nonprofit corporation ("Association"), recorded a certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bear Creek at Estes Subdivision (a Small Common Interest Planned Community), in the real property records of the County of Jefferson, State of Colorado, at Reception No. 2016022534, on March 10, 2016 (the "Declaration").

B. The Declaration provides for and allows for this Limited Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bear Creek at Estes Subdivision (a Small Common Interest Planned Community) (the "Amendment") in Article XII, Section 13.03(a), which allows for amendment to the Declaration with at least 67% of the Members approval or written consent.

C. All Owners are aware of the provisions of the Declaration allowing for amendment, by virtue of the record notice of the Declaration, by acts and disclosures, newsletters or notices of the Association and by other means.

D. This Amendment has been prepared and determined by the Association and by the Owners that have approved this Amendment to be reasonable and not burdensome.

E. The purpose of this Amendment is to allow for Owners to maintain bee hives on their lots with ACC approval.

F. The undersigned, being the President and Secretary of the Association, hereby certify that 67% of the Owners have approved or provided written consent to this Amendment. Alternatively, the Association has obtained approval for this proposed Amendment pursuant to the terms and conditions of the Colorado Common Interest Ownership Act.

NOW THEREFORE,

I. Amendments. The Declaration is hereby amended as follows:

(a) Repeal and Replacement. Article Xi, Section 11.07 is hereby repealed in its entirety and replaced with the following:

Section 11.07 Household Pets and Animals: Horses.

No animals, livestock, horses, birds, poultry, reptiles or insects of any kind shall be raised, bred, kept or boarded in the Community; with the exception that the Owners of each Lot may keep a reasonable number of bona fide household pets (including dogs, cats or other domestic animals), and a reasonable number of bee hives, so long as such pets or bees are not kept for any commercial purpose and are not kept in such number or manner as to create a nuisance to any resident of the Community. All animals and pets shall be kept in compliance with any leash laws of the applicable jurisdictions or other applicable governmental laws, ordinances, or other provisions related to pets and/or bees. An Owner's right to keep household pets and bees shall be coupled with the responsibility to pay for any damage caused by such pets or bees, as well as any costs incurred by the Association as a result of such pets or bees, and any such costs and damages shall be subject to all of the Association's rights with respect to the collection and enforcement of Assessments as provided in Article IV of this Declaration (Assessments). In addition, horses shall be allowed only on the following basis: if any Owner owns more than one contiguous Lot, then that Owner may have horses up to 2 horses per Lot owned by such Owner for so long as such Lots are commonly owned; provided that any horse barn and any equipment located on one of the Lots is reasonably screened from view of the other homes on the Property (in a manner approved by the Architectural Control Committee) and is compliant with Section 11.11(a) of this Declaration and all fences and any barn (or other appropriate horse enclosure) are completed and in place before horses are allowed on the Lots. Commercial boarding operation, commercial riding or commercial horse lessons shall be strictly prohibited. Any horses on the Lots must be owned by the Owner of a Residential Dwelling located on one of the Lots, or a relative of such Owner, as evidenced by the horses' registration with the Colorado State Brand Inspector.

In the event an Owner claims an Owner who is keeping bees is doing so in a negligent manner, the two owners shall endeavor to resolve such claim between themselves and the Association shall have no enforcement authority of such dispute.

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

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

BEAR CREEK AT ESTES HOA, INC., a
Colorado nonprofit corporation

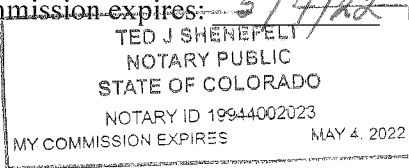
By: *John Kurowski*
President

By: *Greg Hartmann*
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing was acknowledged before me this 14th day of AUGUST,
2021, by JOHN KUROWSKI, President of Bear Creek at Estes HOA, Inc.,
a Colorado nonprofit corporation.

Witness my hand and official seal.

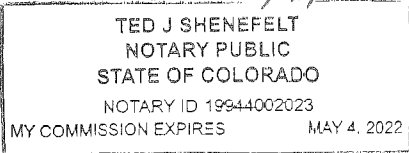
My commission expires: 5/4/22


Ted J. Shenefelt
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing was acknowledged before me this 14th day of AUGUST,
2021, by GREGO HARTMANN, Secretary of Bear Creek at Estes HOA, Inc.,
a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 5/4/22


Ted J. Shenefelt
Notary Public

AFTER RECORDING RETURN TO:
Altitude Community Law P.C.
555 Zang Street, Suite 100
Lakewood, CO 80228