

**AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE PEAKS AT REDLANDS MESA**

This Amendment to the Declaration of Covenants, Conditions and Restrictions of The Peaks and Redlands Mesa (the "Amendment") is made pursuant to Section 12.6 of the Declaration of Covenants, Conditions and Restrictions of The Peaks at Redlands Mesa recorded in the records of the Mesa County Clerk and Recorder (the "Clerk") on March 10, 2017, at Reception No. 2792723, as amended (the "Declaration"), and C.R.S. § 38-33.3-217, and is effective upon the date of recording in the Clerk's records.

RECITALS

The land upon which the common interest community created by the Declaration and the plat of the Peaks and Redlands Mesa recorded in the records of the Clerk on March 10, 2017 at Reception No. 2792722 (the "Plat") is located was owned in full by North Peak, Inc., prior to the subdivision and all of the units shown on the Plat and referenced in the Declaration are presently owned by North Peak, Inc.

North Peak Inc. is the sole Member of the Association and holds all of the allocated voting rights.

Pursuant to Article IV of the Bylaws of The Peaks at Redlands Mesa Homeowners Association, a Colorado nonprofit corporation (the "Association"), C.R.S. §7-127-105, and C.R.S. §38-33.3-308, North Peak, Inc., as the sole Member of the Association entitled to notice, determined to waive written notice of any meeting of the Members to be held for the purpose of considering and voting on certain amendments to the Declaration as provided in this Amendment.

Pursuant to C.R.S. §38-33.3-217, North Peak, Inc., as the holder of 100% of the allocated voting rights, approved the following amendments.

THEREFORE, the Members of the Association make the following amendments to the Declaration:

Article VII, Section 7.2 of the Declaration are amended by deleting the existing provision and replacing it, in full, with the following:

Leases. Any lease agreements between an Owner and a tenant shall provide that such lease shall be subject in all respects to the provisions of this Declaration and the Articles of Incorporation and Bylaws of the Association, and that any failure by tenant to comply with the terms and provisions of such

