



**After recording, please return to:**

Robert P. Detrick, Esq.  
Polsinelli, PC  
1401 Lawrence Street, Suite 2300  
Denver, Colorado 80202

**First  
Supplemental Covenant to  
Community Enrichment Covenant  
for  
Baseline Enriched**

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(KB Homes and David Weekely – Phase 1)

This First Supplemental Covenant to Community Enrichment Covenant for Baseline Enriched (this “**Supplemental Covenant**”) is made this 25th day of April, 2019 (the “**Effective Date**”) by NP Development, Inc., a Colorado corporation (“**Founder**”).

**RECITALS**

A. Founder recorded in the official real property records of the Clerk and Recorder of the City and County of Broomfield, Colorado (the “**Official Records**”) that certain Community Enrichment Covenant for Baseline Enriched recorded on March 18, 2019 at Reception No. 2019002578 (as the same may be supplemented and amended from time to time, the “**Covenant**”).

B. Founder owns the real property located in the City and County of Broomfield, Colorado described on Exhibit A attached hereto (each, a “**Lot**”, and together the “**Lots**”).

C. The Covenant reserves the right to Founder to subject additional property to the provisions of the Covenant, thereby including additional property within Baseline Enriched.

D. Founder now desires to subject each of the Lots to the Covenant thereby including the Lots in Baseline Enriched.

**COVENANT**

NOW THEREFORE, Founder hereby declares as follows:



**ARTICLE 1**  
**Interpretation**

1.1 **Definitions.** Capitalized terms used but not defined in this Supplemental Covenant shall have the meanings assigned to such terms in the Covenant.

1.2 **Incorporation.** The provisions of the Covenant, including Section 10.1 of the Covenant, shall apply to the Lots as if fully set forth in this Supplemental Covenant. In the event of any conflict between the terms of the Covenant and this Supplemental Covenant, this Supplemental Covenant shall control.

**ARTICLE 2**  
**Annexation**

2.1 **Annexation.** Founder, as the present owner of each Lot, for itself, its successors and assigns, hereby declares that each Lot is a part of the Property under the Covenant, and, in accordance therewith, each Lot is hereby made is subject to the Covenant as amended and supplemented by this Supplemental Covenant. In accordance with the foregoing, each Lot will be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to, and be benefited by, the restrictions and other provisions set forth in the Covenant as amended by this Supplemental Covenant, for the duration thereof.

2.2 **General Plan.** Founder, for itself, its successors and assigns, hereby declares that the each Lot is and shall henceforth be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the Covenant and the provisions of this Supplemental Covenant, all of which are equitable servitudes in furtherance of, and the same shall constitute a part of a general plan for, the subdivision, ownership, improvement, sale, use and occupancy of the Property in order to enhance the value, desirability and attractiveness of the Property. This Supplemental Covenant and all of the provisions set forth herein shall run with each Lot and all parts thereof, shall be binding upon all Persons having or acquiring any interest in such Lot, shall inure to the benefit of and be binding upon the Lots and every interest therein, and shall inure to the benefit of, be binding upon, and be enforceable by Founder and its successors in interest, the Owners of the Lots and their successors in interest, and BECCA and their successors in interest.

**ARTICLE 3**  
**Miscellaneous**

3.1 **Assignment of Founder Rights.** Founder may assign any or all of its rights under this Supplemental Covenant by a written instrument evidencing such assignment recorded in the Official Records.

3.2 **Amendment of Supplemental Covenant.** This Supplemental Covenant is deemed part of the Covenant and can be amended only in the same manner as the Covenant may be amended.



3.3 Limitations on Liability. The Founder and each owner, agent or employee of Founder shall not be liable to any Person for any action or for any failure to act under or in connection with this Supplemental Covenant if the action or failure to act was in good faith and without malice.

3.4 No Representations or Warranties. No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by Founder, any of its Affiliates, or any of their respective members, managers, officers, agents or employees in connection with any portion of the Lots, or any improvement thereon or thereunder, or Lot's physical condition, zoning, compliance with applicable laws, fitness for intended use, or any matters related to the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation of the Lots, unless and except as may be specifically set forth in writing.

3.5 No Public Dedication. Nothing contained in this Supplemental Covenant will be deemed to be a gift or dedication of any portion of the Property to or for the general public or for any public purpose whatsoever.

3.6 Severability. Each of the provisions of this Supplemental Covenant will be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial enforceability of any provision or portion thereof will not affect the validity or enforceability of any other provision of this Supplemental Covenant or any provision of the Covenant.

3.7 Captions for Convenience. All captions and titles of headings of Articles and Sections in this Supplemental Covenant are for the purpose of reference and convenience and are not to be deemed to limit, modify or otherwise affect any of the provisions of this Supplemental Covenant or to be used in determining the intent or context thereof.

3.8 Incorporation of Exhibits. All exhibits attached to this Covenant are hereby incorporated into and made part of this Covenant.

3.9 Surrender of Founder's Rights. Founder will have the right, at any time and from time to time, without the consent of the Owner or other Person, to surrender or relinquish any right or power granted to or reserved by Founder in this Supplemental Covenant by recording in the Official Records an instrument referring to this Supplemental Covenant and setting forth the rights or powers, or both, being surrendered or relinquished by Founder.

[The remainder of this page is intentionally left blank. The signature page follows.]



**IN WITNESS WHEREOF**, the undersigned has caused this Supplemental Covenant to be executed as of the date set forth below to be effective as of the later to occur of the Effective Date or the date this Supplemental Covenant is recorded in the Official Records.

**FOUNDER:**

NP Development, Inc., a Colorado corporation

*KEN*

By: *[Signature]*

Name: Michael S. Warren

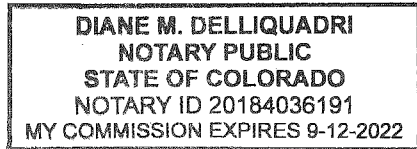
Title: Senior Vice President & General Counsel

STATE OF COLORADO )  
 )ss.  
CITY AND COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 24th day of April, 2019, by Michael S. Warren, Senior Vice President & General Counsel of NP Development, Inc., a Colorado corporation.

Witness my hand and official seal.

My Commission Expires: 9-12-2022



*Diane M. Delliquadri*  
Notary Public



## EXHIBIT A

### Legal Description of the Lots

Each of the following lots according to the North Park Filing No. 6 Final Plat recorded in the official real property records of the City and County of Broomfield, Colorado on February 28, 2019 at Reception No. 2019001878:

- Lots 1 through 12, Block 1
- Lots 28 through 31, Block 1
- Lots 29 through 42, Block 2
- Lots 52 through 85, Block 2
- Lots 51 through 66, Block 5