



After recording, please return to:

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

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR BASELINE RESIDENTIAL**

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for Baseline Residential (“**Second Amendment**”) is made to be effective as of April 24, 2019 by NP Development, Inc., a Colorado corporation (“**Founder**”).

RECITALS

A. Founder is the owner of the Property (as defined in the Declaration) located in the City and County of Broomfield, Colorado (the “**City**”) described on the North Park Filing No. 6 Final Plat recorded in the official real property records of the City on February 28, 2019 at Reception No. 2019001878 (the “**Plat**”).

B. Founder is the “**Founder**” under that certain Declaration of Covenants, Conditions and Restrictions for Baseline Residential recorded in the official real property records of the City on March 18, 2019 at Reception No. 2019002577 (as the same may be supplemented and amended from time to time, the “**Declaration**”), which Declaration imposes certain covenants, conditions, restrictions, and assessments on the Property (as defined in the Declaration).

C. By that certain First Amendment to Declaration of Covenants, Conditions and Restriction for Baseline Residential recorded in the official real property records of the City on April 4, 2019 at Reception No. 2019003273 (the “**First Amendment**”), Founder provided, among other things, notice to prospective purchasers of certain lots on the Property that are within a radius of two hundred feet of the Plugged and Abandoned Well of the following: (1) the location of the Plugged and Abandoned Well, (2) the location of the maintenance and workover easement, and (3) the purpose for the well maintenance and workover easement.

D. Pursuant to Section 15.3(b) of the Declaration, Founder now desires to amend the Declaration as set forth herein.

AMENDMENT

NOW THEREFORE, for and in consideration of the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged by the Founder, Founder amends the Declaration as follows:

1. Recitals Incorporated; Conflict. The foregoing recitals are incorporated by reference and made a part of this Second Amendment. Except as modified by this Second Amendment,



the terms and provisions of the Declaration shall remain in full force and effect. In the event of any conflict between the terms of the Declaration and this Second Amendment, this Second Amendment shall control.

2. Definitions. Capitalized terms used but not defined in this Second Amendment shall have the meanings assigned to such terms in the Declaration, as appropriate.
3. New Section 6.8(a). Section 6.8(a) of the Declaration is deleted and replaced with the following new Section 6.8(a):

“(a) Obligation. Subject to the terms and conditions of Section 6.8(c), immediately upon the occurrence of any Transfer of any Site, the Transferee shall pay to the Baseline Community Association an assessment (a “**Real Estate Transfer Assessment**”) in an amount equal to the sum of: (i) an amount to pay the Baseline Community Association’s administrative expenses related to a Transfer (an “**Administrative Transfer Fee**”) in the amount of two hundred dollars (\$200) (the “**Initial Administrative Fee Amount**”) or such different amount as may be established by the Board, plus (ii) the product of: (A) the Fair Market Value of the Site that is the subject of the Transfer, multiplied by (B) the Real Estate Transfer Assessment Rate.”

4. New Section 14.2(a). Section 14.2(a) of the Declaration is deleted and replaced with the following new Section 14.2(a):

“(a) Reservation of Rights. There is hereby reserved for Founder the following rights, which may be exercised by Founder at any time and from time to time:

- (i) the right to complete improvements indicated on the Property Map, if any,
- (ii) the right to amend this Declaration to add to Baseline Residential all or any portion of the Additional Property or certain other unspecified real estate pursuant to CCIOA, subject to the provisions of Section 9.2 and Section 14.2(d),
- (iii) the right to create as many Sites within Baseline Residential as permitted by zoning laws applicable to the Property, and to create Common Elements (including Limited Common Elements) on the Property including all or any portion of the Additional Property or any other unspecified real estate, if any, that Founder may add to Baseline Residential pursuant to Section 14.2(a)(i),
- (iv) the right to subdivide any Site owned by Founder,
- (v) the right to withdraw from Baseline Residential a portion or any portion of the Property, including any Portion, provided the then-Owner of such portion, or part thereof, as appropriate, of the Property provides its Recorded consent thereto, regardless of whether any other portion of the Property is withdrawn from Baseline Residential,



(vi) the right to designate those Sites to which a Limited Common Element created, pursuant to Sections 1.5 or Section 14.2(a)(iii), are allocated,

(vii) the right to designate and re-designate each Site as a “Designated Single-family Site”, a “Designated Multi-family Site”, or a “Designated Non-residential Site” pursuant to Section 1.7, and the right to remove such designations pursuant to Section 1.7,

(viii) the right to combine any Sites, or any Portion or part of a Portion owned by Founder,

(ix) pursuant to Section 1.5, the right to convert any Site, or any Portion or part of any Portion, owned by Founder into Common Elements, and the right to convert other Sites, or any Portion or part of any Portion, into Common Elements with the consent of the Owner of such Site,

(x) the right to convert all or any portion of any Site, or any Portion or part of any Portions, into a Common Element or a Limited Common Element or to convert any Common Element into a Limited Common Element, and to designate the Sites, or any Portions or parts of any Portions, to which any such Limited Common Element are allocated pursuant to Section 1.5,

(xi) the right to amend this Declaration to conform to or take advantage of applicable law,

(xii) the right to create easements, permits, licenses and other property rights and reservations as described in Article X,

(xiii) the right to dedicate and to designate any portion of the Property owned by Founder for public or quasi-public purposes, and

(xiv) the right to exercise any and all other rights granted to, or otherwise available to, Founder pursuant to or under CCIOA.”

5. New Section 14.2(b)(iii). Section 14.2(b)(iii) of the Declaration is deleted and replaced with the following new Section 14.2(b)(iii):

“(iii) Founder hereby designates: (a) each of the portions of the Property described immediately below in Section 14.2(b)(iii)(A), 14.2(b)(iii)(B), 14.2(b)(iii)(C), 14.2(b)(iii)(D), 14.2(b)(iii)(E), and 14.2(b)(iii)(F), and (b) each individual platted lot described immediately below in Section 14.2(b)(iii)(G), 14.2(b)(iii)(H), and 14.2(b)(iii)(I) as its own “Portion” for purposes of this Declaration and for purposes of C.R.S. § 38-33.3-210 (each, a “Portion”) and subject to the rights of withdrawal from the Property:

(A) Tract I, North Park Filing 6, recorded in the Official Records on February 28, 2019 at Reception No. 2019001878.



- (B) Parcel B described on Exhibit A-1 attached hereto.
 - (C) Parcel C described on Exhibit A-1 attached hereto.
 - (D) Parcel F described on Exhibit A-1 attached hereto.
 - (E) Parcel G described on Exhibit A-1 attached hereto.
 - (F) Parcel H described on Exhibit A-1 attached hereto.
 - (G) Lots 1-12 and Lots 28-31, Block 1, North Park Filing 6, recorded in the Official Records on February 28, 2019 at Reception No. 2019001878.
 - (H) Lots 29-42 and Lots 52-85, Block 2, North Park Filing 6, recorded in the Official Records on February 28, 2019 at Reception No. 2019001878.
 - (I) Lots 51-66, Block 5, North Park Filing 6, recorded in the Official Records on February 28, 2019 at Reception No. 2019001878.”
6. New Exhibit F. Exhibit F of the Declaration is deleted and replaced with the Exhibit F attached to this Second Amendment.
7. Captions for Convenience. All captions and titles of headings of sections in this Second Amendment 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 Second Amendment or to be used in determining the intent or context thereof.

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



IN WITNESS WHEREOF, the undersigned has caused this Second Amendment to be executed as of the Effective Date.

FOUNDER:

KSW

NP Development, Inc., a Colorado corporation

By: _____

Name: Michael S. Warren

Its: 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 and 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
STATE OF COLORADO
NOTARY ID 20184036191
MY COMMISSION EXPIRES 9-12-2022

Diane M Delliquadri

Notary Public



EXHIBIT F

Oil and Gas Wells

