



After recording, please return to:

Cathy Jorgensen
McWhinney
2725 Rocky Mountain Ave., Suite 200
Loveland, CO 80538

**FIRST
SUPPLEMENTAL COVENANT
TO
DISPUTE RESOLUTION COVENANT**

This First Supplemental Covenant to Dispute Resolution Covenant for Baseline Residential (this "**Supplemental Covenant**") is made this 16th day of December, 2019 (the "**Effective Date**") by and between NP Development, Inc., a Colorado corporation ("**Founder**"), and McWhinney CCOB Land Investments, LLC, a Colorado limited liability company ("**Owner**").

RECITALS

A. Founder is the "Founder" under that certain Dispute Resolution Covenant recorded on April 4, 2019 at Reception No. 2019003272 in the official real property records of the Clerk and Recorder of the City and County of Broomfield, Colorado (as the same may be supplemented and amended from time to time, the "**Covenant**") and holds all rights of "Founder" under the Covenant.

B. Owner is the owner of the real property described on Exhibit A attached hereto and incorporated herein by this reference (hereafter the "**Annexed Property**").

C. The Covenant allows Founder to subject additional real property to the provisions of the Covenant.

D. Founder and Owner hereby desire to subject the Annexed Property to the provisions of the Covenant.

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 shall apply to the Annexed Property 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, Districts and Designations

2.1 **Annexation.** Founder, for itself, its successors and assigns, hereby declares that the Annexed Property is a part of the Property under the Covenant, and, in accordance therewith, the Annexed Property is hereby made subject to the Covenant as amended and supplemented by this Supplemental Covenant. In accordance with the foregoing, the Annexed Property 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. Without limiting the generality of the foregoing, the Annexed Property is made subject to Founder's Rights stated in the Covenant.

2.2 **General Plan.** Each of Founder and Owner, for itself, its successors and assigns, hereby declares that the Annexed Property 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. Unless otherwise provided herein, this Supplemental Covenant and all of the provisions set forth herein shall run with the Annexed Property and all parts thereof, shall be binding upon all Persons having or acquiring any interest in such Annexed Property, shall inure to the benefit of and be binding upon the Annexed Property 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 Owner of the Annexed Property and its successors in interest, and the Baseline Community Association and its 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 real property records of the Clerk and Recorder of the City and County of Broomfield, Colorado (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 **Enforcement.** The enforcement of the restrictions in this Supplemental Covenant may be by Persons as provided in, in the manner set forth in, and subject to the limitations, terms and conditions of, the Covenant.



3.4 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.

3.5 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 or Owner, any of their Affiliates, or any of their respective shareholders, members, managers, officers, agents or employees in connection with any portion of the Annexed Property, or any improvement thereon or thereunder, or Annexed Property'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 Annexed Property, unless and except as may be specifically set forth in writing.

3.6 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.

3.7 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.

3.8 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.

3.9 Incorporation of Exhibit. The exhibit attached to this Supplemental Covenant is hereby incorporated into and made part of this Supplemental Covenant.

3.10 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.

3.11 Counterparts. This Supplemental Covenant may be executed in one or more counterparts, each of which shall be deemed an original and use of which, when taken together, shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the undersigned have 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

By: 

Name: Troy C. McWhinney

Title: Chief Investment Officer

OWNER

McWhinney CCOB Land Investments, LLC,
a Colorado limited liability company

By: McWhinney Real Estate Services,
Inc., a Colorado corporation,
Manager

By: 

Name: Michael S. Warren

Title: Senior Vice President & General Counsel

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

The foregoing instrument was acknowledged before me this 16th day of December, 2019, by Troy C. McWhinney, Chief Investment Officer of NP Development, Inc., a Colorado corporation.

Witness my hand and official seal.

My Commission Expires: _____

DIANA J. GROSS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20014024503
MY COMMISSION EXPIRES 8-24-2021

Notary Public

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

The foregoing instrument was acknowledged before me this 16th day of December, 2019, by Michael S. Warren, as Senior Vice President & General Counsel of McWhinney Real Estate Services, Inc., a Colorado corporation, Manager of McWhinney CCOB Land Investments, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My Commission Expires: 6/30/2021

SHERYL A HANEBRINK
Notary Public
State of Colorado
Notary ID #20054025846
My Commission Expires 06-30-2021

Notary Public



EXHIBIT A
Legal Description of the Annexed Property

LOT 1, BLOCK 9, NORTH PARK FILING NO. 6, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, ACCORDING TO THE PLAT THEREOF RECORDED IN THE REAL PROPERTY RECORDS OF THE CITY AND COUNTY OF BROOMFIELD, COLORADO ON FEBRUARY 3, 2017 AT RECEPTION NO. 2017001565.

Unofficial Copy