



When recorded, return to:

Taylor Morrison of Colorado, Inc.
1420 W. Canal Ct., Suite 170
Littleton, Colorado 80120
Attention: Pete Klymkow

SUPPLEMENTAL DECLARATION AND ANNEXATION OF ADDITIONAL LAND FOR SKYESTONE VILLAS

This Supplemental Declaration and Annexation of Additional Land for Skyestone Villas (this "Supplemental Declaration"), is made effective this 15th day of February, 2017, by Taylor Morrison of Colorado, Inc., a Colorado corporation ("Declarant"), acting in its capacity as "Declarant" under the Declaration (as defined below).

A. Declarant executed the Declaration of Covenants, Conditions and Restrictions for Skyestone Community Association, Inc. (the "Declaration") and recorded said document on December 19, 2013 in the official records of the City and County of Broomfield, Colorado, as Reception No. 2013-017133.

B. Sections 1.1 and 10.2 of the Declaration authorize Declarant to record Supplemental Declarations causing portions of the Annexable Property to be subject to the Declaration and setting forth additional covenants, conditions and restrictions applicable to such portions of Skyestone.

C. Declarant intends, without obligation, to develop a portion of the Annexable Property described on Exhibit "A" attached hereto (the "Parcel") in accordance with certain supplemental covenants, conditions and restrictions as set forth herein.

D. Declarant wishes to annex certain Common Areas within the Parcel into the Declaration, as set forth herein.

NOW, THEREFORE, Declarant hereby declares that all portions of the Parcel, if and to the extent annexed into the Declaration, shall be held, sold and conveyed subject to the following restrictions, covenants, conditions, terms and provisions:

1. **Incorporation into Declaration.** This Supplemental Declaration is hereby incorporated into and made a part of the Declaration. Unless otherwise defined in this Supplemental Declaration, every capitalized term used in this Supplemental Declaration shall have the meaning established for such term in the Declaration. In the event of any conflict between the terms of the Declaration and the terms of this Supplemental Declaration, the terms of this Supplemental Declaration shall control. The Declaration should be reviewed in detail (along with all other recorded documents affecting the Parcel) before the purchase of any property within the Parcel.

2. **Annexation.** Each of the following common area tracts (individually, a "Tract" and collectively, the "Tracts") is hereby annexed into the Declaration: Tracts A3, B, F, G, CC, RR



and TT, as shown on Great Western Park Filing No. 4 Replat H, Final Plat (Skystone) recorded on February 6, 2017 as Reception No. 2017-001615 in the official records of the City and County of Broomfield, Colorado. Only the Tracts are annexed into the Declaration by this Supplemental Declaration. Lots and additional Common Areas within the Parcel may be annexed into the Declaration in accordance with the terms of the Declaration. Pursuant to Section 10.2 of the Declaration, a Lot may be annexed by recording a Supplemental Declaration or automatically by recording a deed from Declarant to a non-Declarant conveying a Lot. Upon annexation of a Lot into the Declaration, the annexed Lot shall be deemed to be subject to all of the terms of this Supplemental Declaration, regardless of whether or not this Supplemental Declaration is specifically referenced in the instrument annexing such Lot.

3. **Neighborhood Designation.** Pursuant to Section 6.9 of the Declaration, Declarant hereby assigns each of the Lots within the Parcel, effective upon annexation of such Lot into the Declaration, to a new Neighborhood to be known as the "Villas Neighborhood". Lots within the Parcel may be subject to one or more Neighborhood Assessments levied by the Association with respect to relevant Neighborhood Expenses, including without limitation snow removal services and maintenance of the Common Drive Improvements, Lot Landscaping, Sidewalks and Sidewalk Landscaping, as described in Section 5 below. The amount of such Neighborhood Assessments will be established by the Association in accordance with the terms of the Declaration. Declarant reserves the right to re-designate the boundaries of the Villas Neighborhood, or combine two or more existing Neighborhoods, in accordance with the terms of the Declaration.

4. **Identification of Common Areas.** Each of the Tracts, once conveyed to and accepted by the Association, shall be Common Area, to be maintained by the Association.

5. **Special Maintenance Issues.** The Association will provide special maintenance services within the Parcel as described in this Section. The costs of those maintenance services are not included in the Base Assessment and will be funded through Neighborhood Assessments against Lots within the Parcel.

a. **Common Drive Improvements.** The Builder constructing homes within the Lots shall be responsible for installing the Common Drive Improvements (as defined below). Following completion of such construction, the Builder constructing homes within the Lots shall maintain the Common Drive Improvements until such maintenance is assumed by the Association. Thereafter, the Association shall maintain the Common Drive Improvements. As used in this Supplemental Declaration, the term "Common Drive Improvements" means, collectively, the shared access roads that provide access from the public street to the private driveways and garages of certain Lots to be located within the access easements established within the Lots and certain Common Areas, as shown on a Plat (the "Common Drive Easements"), including paving, curb and gutter, driveway ramps, storm drains, catch basins, scuppers, spillways and related concrete work, but excluding utility lines serving the Lots.

b. **Snow Removal.** The Association shall provide snow removal services for the following areas located within each Lot within the Parcel: (i) the Common Drive Improvements, (ii) the private driveways for each Lot (as initially installed by Declarant or the Builder constructing a Dwelling Unit on the Lot) that provide access to the Lot's garage from the adjacent public street or Common Drive Improvements, as applicable, (iii) the Sidewalks (as defined below), and (iv) the walkways (as initially installed by Declarant or the Builder

constructing a Dwelling Unit on the Lot) from each Dwelling Unit to the Sidewalks. Except for the areas specifically identified in this Section 5(b), the Owner of a Lot shall be solely responsible for all snow removal on the Owner's Lot, including porches and patios.

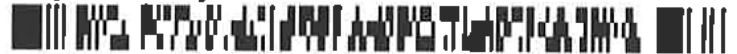
c. **Front, Side and Rear Yard Landscaping.** The Builder constructing homes within each Lot shall be responsible for installing the front, side and rear yard landscaping within each such Lot, including retaining walls and the associated irrigation system, in accordance with the landscaping plans for the Parcel approved by Declarant (the "Lot Landscaping"). The Lot Landscaping includes enhanced landscaping areas that extend beyond the boundaries of certain Lots into the adjacent Common Areas. The Builder constructing homes within each Lot shall maintain the Lot Landscaping until such maintenance is assumed by the Association. Thereafter, the Association shall maintain the Lot Landscaping. The Lot Landscaping as initially installed by Declarant or the Builder constructing a Dwelling Unit on the Lot shall not be modified from the approved landscaping plans. However, the Reviewer (as defined in Article IV of the Declaration) may authorize an Owner to plant annual bulbs and flowers in designated areas within the Owner's Lot, provided that the Owner of that Lot shall be solely responsible for maintaining all such plantings.

d. **Sidewalk Trees and Sidewalk Landscaping.** Declarant intends that all public streets within the Parcel will have a sidewalk running generally parallel to the adjacent public street (collectively, the "Sidewalks"), that a landscaped area will be located between some (but not all) of the Sidewalks and the parallel public street (collectively, the "Sidewalk Landscape Area"), and that landscaping will be installed within each Sidewalk Landscape Area, consisting of trees and shrubs and/or ground cover and the associated irrigation system (collectively, the "Sidewalk Landscaping"). The Builder constructing homes within each Lot (i) shall be responsible for installing the Sidewalks and any Sidewalk Landscaping (if applicable) adjacent to the Lot or Common Area on which the Builder constructs Improvements, (ii) shall maintain the Sidewalks adjacent to Common Areas and all Sidewalk Landscaping (where applicable) until such maintenance is assumed by the Association, and (iii) shall maintain the Sidewalks adjacent to the Builder's Lots until the applicable Lot is conveyed to an Owner with a Dwelling Unit constructed thereon. Thereafter, (A) the Association shall maintain only the Sidewalks adjacent to Common Areas, (B) each Lot Owner shall maintain the portion of the Sidewalks adjacent to that Owner's Lot, and (C) the Association shall maintain all Sidewalk Landscaping (whether such Sidewalk Landscaping is located adjacent to Common Area or a Lot).

e. **Water for Landscaping.** Maintenance of the Lot Landscaping and the Sidewalk Landscaping shall include paying for water service for the associated irrigation system.

f. **Depiction of Maintenance Areas.** The locations of the areas where the Association will provide maintenance and/or snow removal services are generally depicted on Exhibit "B" attached hereto. Additionally and for further clarification, Exhibit B includes a "Typical Lot Layout" which depicts a typical configuration of the Lots and associated maintenance areas as described in this Section 5. However, the actual locations will be as installed by the Builder constructing Dwelling Units on the Lots or Declarant, as applicable.

g. **Responsibility for Repair and Replacement.** As provided in Section 5.4 of the Declaration, responsibility for maintenance assigned pursuant to this Supplemental



Declaration includes responsibility for repair and replacement as necessary to maintain the applicable improvement to a level consistent with the Community-Wide Standard.

6. **Private Lot Fence Restrictions.** No Private Lot Fences (as defined below) shall be permitted on Lots within the Parcel. Construction of Private Lot Fences would interfere with the plan of development for the Parcel and performance of the Association's maintenance obligations under Section 5. The Reviewer may authorize variances from the restrictions on Private Lot Fences, in accordance with Section 4.5 of the Declaration, in cases where the Reviewer determines that a proposed Private Lot Fence would not interfere with the Association's maintenance obligations under Section 5. For purposes of this Supplemental Declaration, the term "Private Lot Fence" shall mean a privacy wall (or view fence) constructed on, or adjacent to (a) the common boundary of a Common Area and an adjoining Lot, or (b) the common boundary of two adjoining Lots. The term Private Lot Fence does not include, and nothing in this Section shall be deemed to prohibit, any improvements installed by Declarant or a Builder.

7. **Additional Disclosures.**

a. **Parking Restrictions.** Designated visitor parking areas are provided within the Tracts. No parking is permitted within the Common Drive Easements. Any vehicle parked on an Common Drive Easement is subject to being towed by the Association at the expense of the owner of the vehicle.

b. **Trash Collection.** The Owners or Occupants of the Lots are required, on applicable refuse collection days, to place their refuse barrel within a refuse collection area that will be designated by the Association, which may be located within or adjacent to the public street at the entry to the applicable Common Drive Easement or another location designated by the Association in the immediate vicinity of the Owner's Lot.

c. **Modifications to Dwelling Unit.** Declarant has not investigated the suitability of any modifications or additions ("Modifications") to the originally constructed Dwelling Unit and appurtenances on each Lot. Each Owner of a Dwelling Unit agrees and covenants to ensure the structural integrity, suitability and soundness of workmanship of any Modifications, as well as compliance of any Modifications with building codes or other governmental requirements. For example, if a Dwelling Unit has a basement, the basement may not be suitable for finishing as living space, whether constructed with a slab on-grade floor or structurally supported floor, and the Owner agrees not to make any Modifications to the basement without complying with the provisions of this paragraph. In addition, if a Dwelling Unit has a basement, the basement (as initially constructed by Declarant or the Builder constructing a Dwelling Unit on the Lot) is not suitable for plumbing or connecting plumbing to the public sewer system. By accepting a deed to a Dwelling Unit in the Parcel, each Owner specifically covenants and agrees that: (a) if such Owner's Dwelling Unit has a basement, such Owner shall not install any plumbing in the basement without a building permit from the City and any other necessary approvals from the City or other governing authorities for such plumbing; and (b) such Owner shall indemnify, protect, defend and hold Declarant and its officers, employees, contractors and agents, free and harmless from and against any and all claims, damages, losses, or other liability (including, without limitation, attorneys' fees) arising from (i) installation of plumbing in a basement, or (ii) any breach of this Section.



8. **Binding Effect.** This Supplemental Declaration shall run with the land within the Parcel (to the extent annexed into the Declaration), shall be binding on all parties having or acquiring any right, title or interest in the Parcel or any part thereof, and their respective heirs, successors and assigns, and shall be enforceable in accordance with and as a part of the Declaration.

9. **Amendment.** This Supplemental Declaration may be amended as to the entire Parcel (or any portion thereof) only by a duly recorded instrument signed by both the Owner(s) of the Parcel (or the relevant portion thereof) and Declarant.

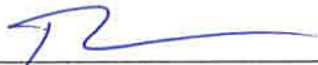
[Signature Page Follows]



IN WITNESS WHEREOF, Declarant has executed the foregoing instrument as of the date first set forth above.

DECLARANT:

Taylor Morrison of Colorado, Inc., a Colorado corporation

By: 
Name: Phillip R. Cross
Title: Vice President

STATE OF COLORADO)
) ss.
County of Arapahoe)



The foregoing instrument was acknowledged before me on this 15th day of February, 2017, by Phillip R. Cross, as Vice President of Taylor Morrison of Colorado, Inc., a Colorado corporation, being authorized so to do, on behalf thereof.



Notary Public

My Commission Expires:
5/11/2019



Exhibit "A"

Legal Description of the Parcel



EXHIBIT "A"

GREAT WESTERN PARK FILING NO. 4 REPLAT H

SECTION 8, TOWNSHIP 2 SOUTH, RANGE 69 WEST
OF THE 6TH PRINCIPAL MERIDIAN
CITY AND COUNTY OF BROOMFIELD
STATE OF COLORADO

TAYLOR MORRISON OF COLORADO, INC. BEING THE OWNER OF LOTS 1 AND 2 OF BLOCK 2, AND TRACT CC OF GREAT WESTERN PARK - FILING NO. 4, REPLAT C AS RECORDED IN RECEPTION NO. 2013004766 AND LOTS 1-22 OF BLOCK 3, LOTS 1-16 OF BLOCK 4, AND TRACTS A2, A3, B, F, AND G OF GREAT WESTERN PARK - FILING NO. 4 AS RECORDED IN RECEPTION NO. 2009004077 OF BROOMFIELD, COLORADO, CLERK AND RECORDER'S OFFICE, BEING SITUATED IN A PORTION OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO.

CONTAINING AN AREA OF 24.403 ACRES, (1,063,003 SQUARE FEET), MORE OR LESS



Exhibit "B"

Depiction of Special Maintenance Areas and Typical Lot Configuration



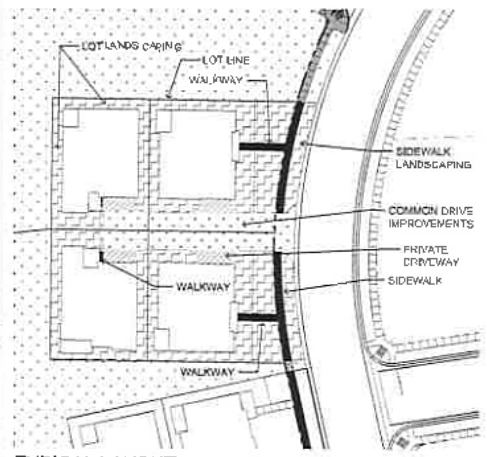
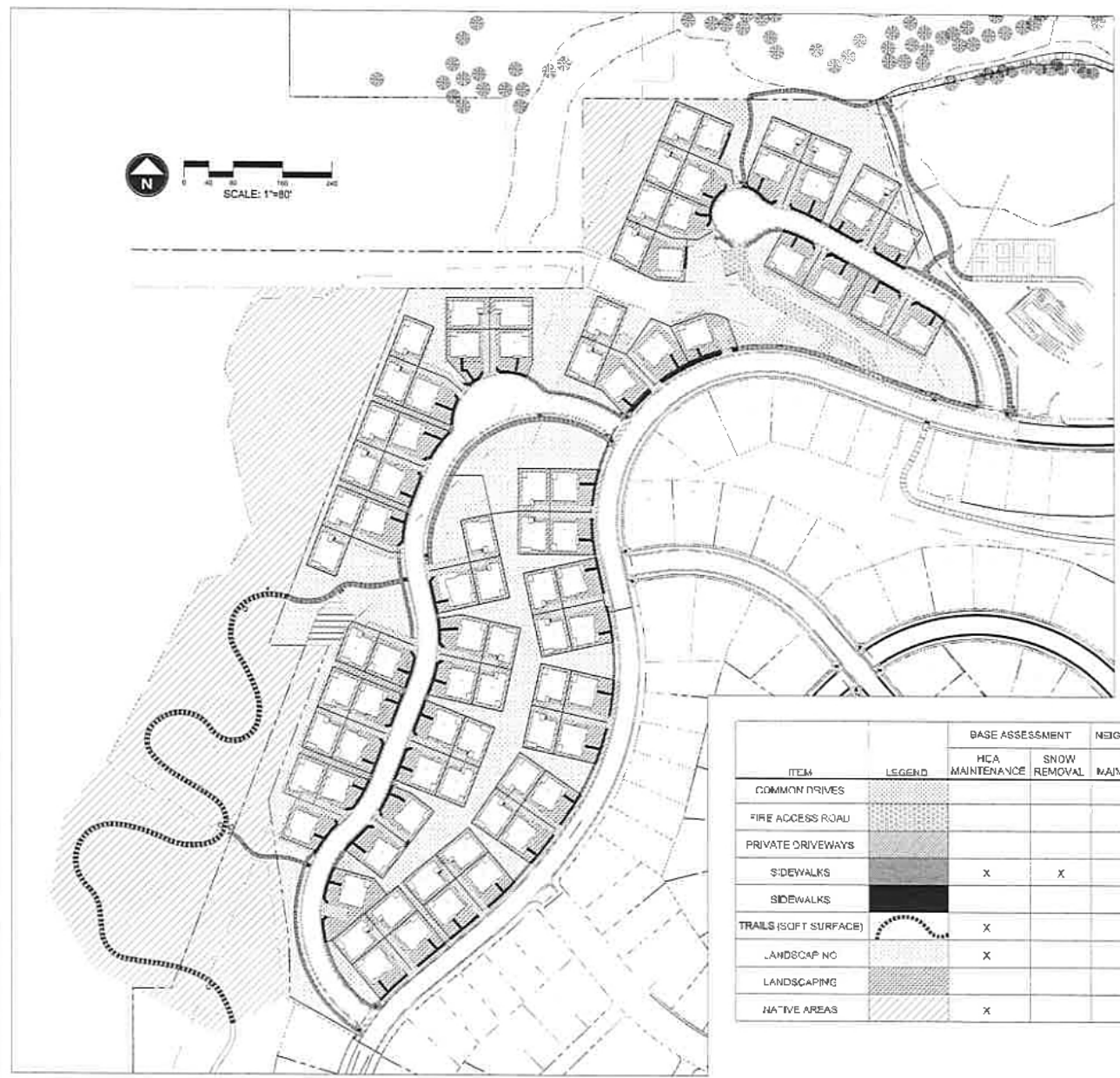
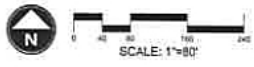
SKYESTONE
MASTER PLANNED COMMUNITY

HOA
EXHIBIT
CITY & CO. OF BROOMFIELD, CO



DATE: DECEMBER 2016
PROJECT: #170
DRAWN BY: EL
CHECKED BY: SL
HOA/DOC: EXHIBIT
REVISIONS:

SHEET TITLE:
EXHIBIT
SHEET NUMBER:
B



TYPICAL LAYOUT

ITEM	LEGEND	BASE ASSESSMENT		NEIGHBORHOOD ASSESSMENT		REPAIRS/REPLACEMENT RESPONSIBILITY	
		HCA MAINTENANCE	SNOW REMOVAL	HCA MAINTENANCE	SNOW REMOVAL	HOA	HOMEOWNER
COMMON DRIVES				X	X	X	
FIRE ACCESS ROAD				X	X	X	
PRIVATE DRIVEWAYS				X	X		X
SIDEWALKS		X	X			X	
SIDEWALKS					X		X
TRAILS (SOFT SURFACE)		X				X	
LANDSCAPING		X				X	
LANDSCAPING				X		X	
NATIVE AREAS		X					