

**FIRST SUPPLEMENTAL NEIGHBORHOOD DECLARATION
FOR THE LAKES AT CENTERRA
(Luxury Patio Homes Neighborhood)**

C R Development, Inc., a Colorado corporation ("Declarant") hereby makes this FIRST SUPPLEMENTAL NEIGHBORHOOD DECLARATION FOR THE LAKES AT CENTERRA ("First Supplemental Neighborhood Declaration") this 4th day of DECEMBER, 2014, and states and declares as follows:

RECITALS

A. Declarant is the "Declarant" under that certain Master Declaration of Covenants, Conditions and Restrictions For The Lakes at Centerra recorded on January 28, 2014 at Reception Number 20140004607 in the offices of the Clerk and Recorder of Larimer County, Colorado which was re-recorded on January 29, 2014 at Reception Number 20140004761 in the offices of the Clerk and Recorder of Larimer County, Colorado ("Master Declaration").

B. The Master Declaration contemplates the recording of supplemental declarations from time to time for the purpose of establishing additional covenants, conditions and restrictions applicable to real property subject to the Master Declaration, or creating exceptions, deletions or modifications from the covenants, conditions and restrictions contained in the Master Declaration, or creating Neighborhoods in the Community.

C. This First Supplemental Neighborhood Declaration is a "Supplemental Declaration" referred to in the Master Declaration.

D. Wonderland at Centerra, LLC, a Colorado limited liability company ("Wonderland") is the owner of the real property described on Exhibit A attached hereto and incorporated herein by this reference (hereafter the "Neighborhood Property").

E. Declarant and Wonderland desire to subject the Neighborhood Property to the provisions of this Supplemental Declaration.

NOW THEREFORE, in consideration of the premises, the covenants and agreements hereinafter set forth, Declarant states and declares as follows:

ARTICLE 1
Definitions

1.1 **Definitions.** Except as the context otherwise requires, and unless otherwise expressly provided herein, all capitalized terms in this First Supplemental Neighborhood Declaration shall have the same meaning as the defined terms in the Master Declaration.



25126848

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ARTICLE 2
Creation of Neighborhood

2.1 Creation of Neighborhood and Name of Neighborhood. Declarant, for itself and its successors and assigns, hereby declares that the Neighborhood Property shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions, restrictions and other terms and provisions set forth in the Master Declaration and this First Supplemental Neighborhood Declaration, which shall run with, inure to the benefit of, and be binding upon on all parties and the heirs, successors and assigns of parties having any right, title or interest in all or any part of the Neighborhood Property. The Neighborhood shall be named the Luxury Patio Homes Neighborhood. All references in this Supplemental Declaration to "Neighborhood" shall mean the Luxury Patio Homes Neighborhood.

ARTICLE 3
Responsibilities in Neighborhood

3.1 Association Maintenance Responsibilities. The Association shall be responsible for the care of, maintenance, repair and replacement of front yard landscaping originally installed by a Builder for each Lot in the Neighborhood, including tree lawns between sidewalks and adjacent roads, if any. For purposes of this Section 3.1, the front yard shall mean that area of the Lot outside of the fence enclosing the side and rear yards on the Lot to the front sidewalk, as installed by the Builder. If there is no such fence installed by the Builder, the front yard shall mean that area of the Lot in front of an imaginary line parallel to the front Lot line and extending from each front corner of the Dwelling Unit situated on the Lot to the side Lot lines. For any Lot that is bordered by two different roads, the front Lot line shall be deemed to be the Lot line parallel to the front of the Dwelling Unit. Without limiting the scope of the foregoing provisions, the Association shall be responsible for mowing; weeding; fertilizing; pruning and trimming of trees, shrubs and bushes, perennials, ground covers and turf; mulching, sweeping or other removal of grass clippings and fallen leaves; activation of the irrigation system in the spring and blow out and otherwise winterization of the irrigation system in the fall, and generally shall keep the front yard landscaping improvements in a safe, healthy, attractive and desirable condition. The Association shall not be responsible for maintenance, repair and replacement of any concrete flatwork, retaining walls or other landscape structures. The Association may advise the homeowner of the Dwelling Unit about irrigation watering times and recommend adjustments and/or repairs to the irrigation system. The homeowner of the Dwelling Unit will be responsible for the operation, maintenance, repair and replacement of the irrigation system except as specifically provided above.

3.2 Association Snow Removal Responsibilities. The Association shall be responsible for removing snow at such depths and accumulations determined by the Board and consistent with other areas in the Lakes at Centerra, from the following areas on each Lot in the Neighborhood: driveways, front walkways paralleling roads adjacent to the Lot, walkways leading to the front

entrance of the Dwelling Unit on the Lot so as to provide a clear path from the front door of the Dwelling Unit to the driveway or walkway paralleling the adjacent road. The Neighborhood may reserve through the collection of assessments a fund as a planning mechanism for abnormal snow events in the future years. The fund is intended to avoid a special assessment.

3.3 Owners' Responsibilities. Except for the care, maintenance, repairs and replacement of landscaping and snow removal provided by the Association as set forth in Sections 3.1 and 3.2 above, the Owners of each Lot shall be responsible, at their sole expense, for all care, maintenance, repair and replacement of their respective Lots and the Dwelling Units and Improvements located thereon in a clean, safe, attractive and sightly condition. Such care, maintenance, repair and replacement shall include, without limitation, concrete flatwork on the Lot, retaining walls and other landscaping structures, the irrigation system other than as set forth in Section 3.1 above, and fences. Owners shall obtain approval of the Design Review Committee before constructing, erecting, placing, planting, applying, installing or modifying any Improvements on the Owner's Lot as provided in the Master Declaration. The Design Review Committee may deny any request for any Improvement if such request will increase the cost burden of the Association. Owners shall bear all costs of providing irrigation water to their Lots.

3.4 Easement Granted to Association. Consistent with, and without limiting the generality of the provisions of Sections 3.1 and 3.2 above, the Association shall have non-exclusive easements over and across each Lot as may be necessary or appropriate for the Association to perform duties and functions which it is obligated or permitted to perform on such Lot.

ARTICLE 4 Neighborhood Assessments

4.1 Neighborhood Assessments. For the additional Neighborhood services to be provided by the Association as provided in Article 3 above, Declarant and the Association shall determine the Neighborhood Assessments in accordance with Section 5.4 of the Master Declaration. In addition to the actual cost of providing the services identified in Article 3 above, the Neighborhood Assessments shall include a reasonable amount for the cost of the Association's overhead expense. Until a new Neighborhood budget is adopted by the Board, the initial Neighborhood Assessments shall be fixed at \$85.00 per Lot in the Neighborhood. Future Neighborhood assessments will be affixed in accordance with the Master Declaration, which may be changed from time to time. Until the Neighborhood Assessment revenue generated from Owners is sufficient to adequately fund the estimated Neighborhood Expenses provided for in the approved Neighborhood budget, the Builder of the Dwelling Units in the community shall pay any deficit between the budgeted revenue and the revenue generated from Owners' assessments. If there is more than one Builder of Dwelling Units in the Neighborhood, the deficit shall be allocated among the Builders according to the number of Lots owned by each at the time the Neighborhood budget is approved by the Board.

ARTICLE 5
Reservation of Declarant Rights

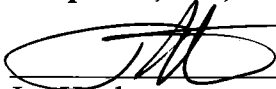
5.1 Reservation of Declarant Rights. Declarant reserves all Special Declarant Rights set forth in the Master Declaration, including, without limitation, to expand or add Lots to the Neighborhood.

IN WITNESS WHEREOF, the undersigned have caused this Supplemental Declaration to be executed effective the day and year first above written.

DECLARANT:

C R Development, Inc., a Colorado corporation

By: _____

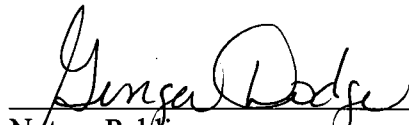


Jay Hardy
Vice President of Community Development

State of Colorado)
) ss.
County of Larimer)

The foregoing instrument was acknowledged before me on the 4th day of December 2014 by Jay Hardy as Vice President of Community Development of C R Development, Inc., a Colorado corporation.

Witness my hand and official seal.
My commission expires: 2/25/2017

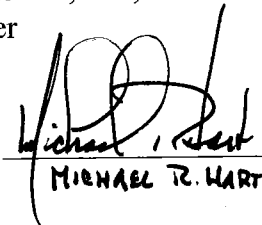


Notary Public



Wonderland at Centerra, LLC, a Colorado limited liability company, as the owner of the Neighborhood Property hereby agrees and gives its consent that the Neighborhood Property shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered, improved and bound by the covenants, conditions, restrictions and other terms and provisions set forth in the above and foregoing First Supplemental Neighborhood Declaration, which shall run with, inure to the benefit of, and be binding upon on all parties and the heirs, successors and assigns of parties having any right, title or interest in all or any part of the Neighborhood Property.

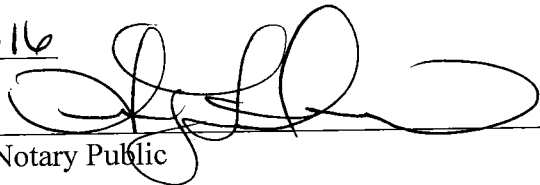
Wonderland at Centerra, LLC, a Colorado limited liability company
By: CDL Homes, Inc., a Colorado corporation, its sole member

By:  VICE PRESIDENT
MICHAEL R. HART Title

State of Colorado)
) ss.
County of Denver)

The foregoing instrument was acknowledged before me on the 5 day of December 2014 by Michael R. Hart as Vice President of CDL Homes, Inc., a Colorado corporation, as sole member of Wonderland at Centerra, LLC, a Colorado limited liability company.

Witness my hand and official seal.
My commission expires: 02/27/2016


Notary Public

AMY LEA IRVIN
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES 02/27/2016

EXHIBIT A
Legal Description of the Neighborhood Property

Lots 1 through 15, inclusive
Block 10
and
Lots 1 through 3, inclusive
Block 12

MILLENNIUM NORTHWEST FOURTH SUBDIVISION to the City of Loveland, County of Larimer, State of Colorado, according to the Plat recorded January 15, 2014 at Reception No. 20140002625 in the office of the Clerk and Recorder of Larimer County, Colorado, as modified by that Plat Modification Certificate recorded July 16, 2014 at Reception No. 20140038429 in the office of the Clerk and Recorder of Larimer County, Colorado