



After recording, please return to:

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

**First
Supplemental Declaration
to
Declaration of Covenants, Conditions
and Restrictions
for
Baseline Residential**

(KB Homes and David Weekley Homes - Phase 1)

This First Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Baseline Residential (this “**Supplemental Declaration**”) is made this 24th day of April, 2019 (the “**Effective Date**”) by NP Development, Inc., a Colorado corporation (“**Founder**”).

RECITALS

A. Founder is the “Founder” under that certain Declaration of Covenants, Conditions and Restrictions for Baseline Residential recorded on March 18, 2019 at Reception No. 2019002577 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 “**Declaration**”) and holds all rights of “Founder” under the Declaration.

B. Founder is the owner of each platted lot located in the City and County of Broomfield, Colorado described on Exhibit A attached hereto (each, a “**Lot**”, and together the “**Lots**”). The Lots are part of the “Additional Property” as such term is defined in the Declaration.

C. The Declaration reserves the right to Founder to record supplemental declarations from time to time for the purpose of subjecting Additional Property and other real property to the provisions of the Declaration, making certain designations affecting real property, establishing additional covenants, conditions and restrictions applicable to real property, and creating



exceptions, deletions or modifications from the covenants, conditions and restrictions contained in the Declaration as Founder desires.

D. Pursuant to Article XIV of the Declaration, Founder desires to designate each Lot as a Portion of the Property under the Declaration and to subject the Lots to the provisions of the Declaration and the provisions of this Supplemental Declaration, as each may be supplemented and amended from time to time. This Supplemental Declaration constitutes an amendment to the Declaration.

DECLARATION

NOW THEREFORE, Founder hereby declares as follows:

ARTICLE 1 **Interpretation**

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

1.2 Incorporation. The provisions of the Declaration, including Section 2.1 of the Declaration, shall apply to the Lots as if fully set forth in this Supplemental Declaration. In the event of any conflict between the terms of the Declaration and this Supplemental Declaration, this Supplemental Declaration shall control.

ARTICLE 2 **Annexation, Districts and Designations**

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 Declaration, and, in accordance therewith, each Lot is hereby made subject to the Declaration as amended and supplemented by this Supplemental Declaration. 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 Declaration as amended by this Supplemental Declaration, for the duration thereof. Without limiting the generality of the foregoing, each Lot is made subject to Founder's Rights stated in the Declaration. The allocated interests of Baseline Residential are hereby reallocated as set forth on Exhibit C attached hereto. The reallocation apportions the allocated interests in the same manner as the Declaration.

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 Declaration and the provisions of this Supplemental Declaration, 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 Declaration 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 the Baseline Community Association and its successors in interest.

2.3 Site Designations. Founder hereby designates each Lot as a Designated Single-family Site.

2.4 Delegate and Election Districts. Founder hereby:

- (a) creates a Delegate District with an odd Staggering Designation, which shall be known as "Delegate District #1-Odd",
- (b) creates Election District #1 (aka ED#1),
- (c) assigns Delegate District #1-Odd to Election District #1, and
- (d) assigns each Lot to Delegate District #1-Odd.

2.5 First Amended and Restated Planned Community Plat. The Planned Community Plat is hereby amended, restated and replaced in its entirety by the planned community plat set forth on Exhibit B attached hereto (the "**First Amended Planned Community Plat**"). The boundaries and identifying number of each Site, including each Lot, are set forth on the First Amended Planned Community Plat. The First Amended Planned Community Plat shall be deemed included within, and a part of, the Declaration. The First Amended Planned Community Plat describes: (a) the Limited Common Elements other than those described in Sections 202(1)(b) and 202(1)(d) of CCIOA, if any, and, subject to Sections 1.5 and 14.2(a)(iii) of the Declaration, sets forth the Sites to which each such Limited Common Element, if any, are allocated, (b) the real estate that is or must become Common Elements, as required by Section 205(1)(f) of CCIOA, if any, and (c) certain other matters as set forth therein.

2.6 Withdrawal. Each Lot is hereby designated its own separate and distinct Portion (as such term is defined in the Declaration), separate and apart from each other Lot and all other portions of the Property, for purposes of C.R.S. § 38-33.3-210. There is hereby reserved for Founder the right to withdraw each Lot from Baseline Residential; provided, however that no Lot shall be withdrawn from Baseline Residential unless the written consent of Founder and the then-Owner of such Lot is recorded in the official real property records of the Clerk and Recorder of the City and County of Broomfield, Colorado (the "**Official Records**"). The withdrawal of any Lot from Baseline Residential pursuant to this Section 2.6 or the Declaration shall not be conditioned upon the withdrawal of any other property from Baseline Residential and shall not require the approval of any Owner or other Person except the Founder and the then-Owner of the Lot to be withdrawn.

ARTICLE 3 **Covenants, Conditions and Restrictions**

3.1 Use. Notwithstanding anything to the contrary set forth in the Declaration or this Supplemental Declaration, no more than one residential structure or dwelling unit may be

constructed on a Lot, unless Founder consents to a greater number pursuant to a declaration expressly and specifically referencing this Section 3.1 and recorded in the Official Records.

3.2 Tree Lawns and Landscaping.

(a) Definitions.

(i) “**Hard Landscaping**” means all rocks, mulch, bark, and other landscaping materials and equipment, but excluding Soft Landscaping, Irrigation Improvements and Sidewalks.

(ii) “**Irrigation Improvements**” means irrigation pipes, sprinkler heads, drip lines, irrigation control equipment and other improvements and equipment related thereto, but excluding Sidewalks.

(iii) “**Sidewalks**” means sidewalks, lighting equipment and improvements, and other improvements and equipment related thereto located within a Tree Lawn Area.

(iv) “**Soft Landscaping**” means trees, bushes, flowers, grass, live ground cover and other vegetation.

(v) “**Tree Lawn Area**” means that portion of a Tree Lawn Lot identified on Exhibit A attached hereto as the “Tree Lawn Area”.

(vi) “**Tree Lawn Lot**” means each Lot identified on Exhibit A attached hereto as a “Tree Lawn Lot”.

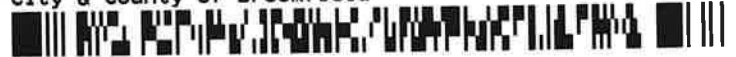
(b) Initial Installation.

(i) Metro District No. 1 shall be responsible for the initial installation of the Sidewalks.

(ii) Within six (6) months after the City and County of Broomfield, Colorado issues a temporary or final certificate of occupancy for a dwelling on a Lot, the Owner of such Lot shall install, at such Owner’s sole cost and expense, all Soft Landscaping, Hard Landscaping and Irrigation Improvements on or under such Lot as set forth on, and in accordance with, the plans therefor approved by Founder or the Design Review Committee, as appropriate.

(c) Maintenance, Repair, Removal and Replacement.

(i) Metro District No. 1 shall maintain, repair, restore, replace, remove, and add to, the Sidewalks in a neat, safe and attractive condition, in good order and repair and otherwise in accordance with the Community-wide Standard. Any or all of Metro District No. 1’s rights under this Section 3.2(c)(i) may be exercised or otherwise used by any party or parties, including, without limitation the general public, as Founder may elect from time to time (“**Designees**”). Metro



District No. 1's election to allow any Designee to exercise or otherwise use any of Metro District No. 1's rights under this Section 3.2(c)(i) shall not be deemed an assignment of such rights unless Metro District No. 1 expressly elects to assign such rights by written instrument recorded in the Official Records.

(ii) Each Owner shall keep and maintain all Soft Landscaping, Hard Landscaping and Irrigation Improvements located on or under such Owner's Lot in a neat, safe and attractive condition, in good order and repair and otherwise in accordance with the Community-wide Standard.

(iii) Irrigation Improvements or Hardscape Improvements on or under a Tree Lawn Area shall not be removed by, through or at the direction of any Owner or any occupant of a Tree Lawn Lot unless the Owner of such Tree Lawn Lot replaces the same within seven (7) days. Each Owner of a Tree Lawn Lot shall replace all Soft Landscaping within the Tree Lawn Area of such Owner's Lot that dies or becomes diseased with the same species, subspecies and variety of the same, of substantially the same size as the item removed, and in the same location as the item removed within seven (7) days after the same dies or becomes diseased, unless otherwise approved in writing by the Design Review Committee. Notwithstanding the foregoing: (A) the seven (7)-day deadline set forth in this Section 3.2(c)(iii) for replacing an item of Soft Landscaping within a Tree Lawn Area may be extended, in the sole and absolute discretion of the Design Review Committee, and (B) the seven (7)-day deadline set forth in this Section 3.2(c)(iii) for replacing an item of Soft Landscaping, Hard Landscaping or Irrigation Improvements shall be extended on a day-for-day basis for each day such Owner is precluded from performing such replacement activities due to governmental preemption of property in connection with a public emergency, or shortages of fuel, supplies, or labor, or any other cause beyond the reasonable control of such Owner; provided, however, in no event shall the deadline set forth in this clause (B) be extended for more than thirty (30) days.

(iv) If, in the judgment of the Board or any management company to which the Board delegates such authority, an Owner of a Lot fails to satisfy its obligations under this Section 3.2 and such failure continues for fourteen (14) or more days after the Baseline Community Association or such management company delivers written notice thereof to such Owner, then the Baseline Community Association or such management company may enter upon and under such Lot to perform such obligations as the Baseline Community Association or such management company deems necessary or appropriate to satisfy such obligations and all other the provisions of the Community Documents. All costs and expenses incurred by the Baseline Community Association, or such management company, in connection with performing an Owner's obligations set forth in this Section 3.2(iv) plus fifteen percent (15%) of the total amount of such costs and expenses, or such other administrative fee amount as may be established by the Baseline Community Association from time to time, may be charged to such Owner as a Default Assessment.



(d) No Alterations. Except as expressly set forth in this Supplemental Declaration or the other Community Documents, no Person other than Founder, Metro District No. 1, or Founder's or Metro District No. 1's designees shall damage, modify or remove any Sidewalk, Soft Landscaping, Hard Landscaping or Irrigation Improvements located on or under any Tree Lawn Area.

(e) Easements

(i) For Rights and Obligations. Founder, for itself and its successors and assigns, hereby reserves for Founder, and, subject to the provisions of the Declaration and this Supplemental Declaration, hereby creates and grants to the Baseline Community Association, Metro District No. 1 and each of their designees, a private, perpetual, non-exclusive easement over and under each Lot, except for the interior of any dwelling unit the plans for which have been approved in writing by the Design Review Committee, to exercise the rights granted by this Supplemental Declaration to the Baseline Community Association or Metro District No. 1, as appropriate, and to perform the obligations delegated by this Supplemental Declaration to the Baseline Community Association or Metro District No. 1, as appropriate.

(ii) Sidewalks. Subject to the provisions of the Declaration and this Supplemental Declaration, Founder hereby creates and grants a perpetual, non-exclusive easement to Metro District No. 1 over all Sidewalks pursuant to which Metro District No. 1 may allow the general public to use such Sidewalks subject the rules, regulations and policies of the Baseline Community Association and Metro District No. 1.

(iii) Snow Removal and Storage. Subject to the provisions of the Declaration and this Supplemental Declaration, Founder hereby creates and grants a perpetual, non-exclusive easement to the Baseline Community Association over, under, and across each Tree Lawn Area and Sidewalk pursuant to which the Baseline Community Association has, or may designate to any third-party of its choice, the right to plow and remove snow and ice from any Tree Lawn Area and Sidewalks and to dump and store snow and ice on any Tree Lawn Area and for purposes incidental or related thereto, including, without limitation, allow water to collect on or under the Lots, absorb into the Lots, and to drain from and flow across or under the Lots.

(iv) Benefits and Burdens. The easements granted and reserved in this Section 3.2(e), shall run with and be binding upon the Lots and the Owner of each Lot, but the benefit of the easements granted and reserved in this Section 3.2(e) are personal in nature to Baseline Community Association and Metro District No. 1 and do not run with the Lots. Any or all of Baseline Community Association's and Metro District No. 1's rights under this Section 3.2(e) may be exercised or otherwise used by any party or parties, including, without limitation the general public, as Founder may elect from time to time ("**Designees**"). Baseline Community Association's or Metro District No. 1's election to allow any



Designee to exercise or otherwise use any of Baseline Community Association's or Metro District No. 1's rights under this Section 3.2(e) shall not be deemed an assignment of such rights unless Baseline Community Association or Metro District No. 1, as the circumstances dictate, expressly elects to assign such rights by written instrument recorded in the Official Records.

ARTICLE 4 **Miscellaneous**

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

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

4.3 **Enforcement.** The enforcement of the restrictions in this Supplemental Declaration may be by Persons as provided in, in the manner set forth in, and subject to the limitations, terms and conditions of, the Declaration.

4.4 **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 Declaration if the action or failure to act was in good faith and without malice.

4.5 **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, any of its Affiliates, or any of their respective members, managers, officers, agents or employees in connection with any portion of the Subject Property, or any improvement thereon or thereunder, or Subject 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 Subject Property, unless and except as may be specifically set forth in writing.

4.6 **No Public Dedication.** Except as may be allowed by Metro District No. 1 pursuant to Section 3.2(e)(ii), nothing contained in this Supplemental Declaration 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.

4.7 **Severability.** Each of the provisions of this Supplemental Declaration 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 Declaration or any provision of the Declaration.

4.8 **Captions for Convenience.** All captions and titles of headings of Articles and Sections in this Supplemental Declaration 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 Declaration or to be used in determining the intent or context thereof.

4.9 Incorporation of Exhibits. All exhibits attached to this Supplemental Declaration are hereby incorporated into and made part of this Supplemental Declaration.

4.10 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 Declaration by recording in the Official Records an instrument referring to this Supplemental Declaration and setting forth the rights or powers, or both, being surrendered or relinquished by Founder.

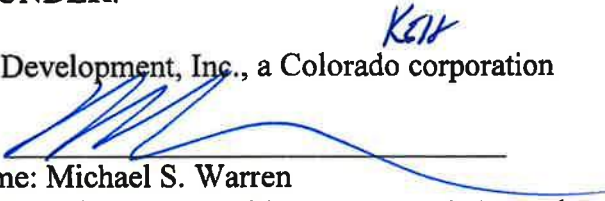
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IN WITNESS WHEREOF, the undersigned has caused this Supplemental Declaration to be executed as of the date set forth below to be effective as of the later to occur of the Effective Date or the date this Supplemental Declaration is recorded in the Official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

FOUNDER:

NP Development, Inc., a Colorado corporation

By: 

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 _____ 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
STATE OF COLORADO
NOTARY ID 20184036191
MY COMMISSION EXPIRES 9-12-2022

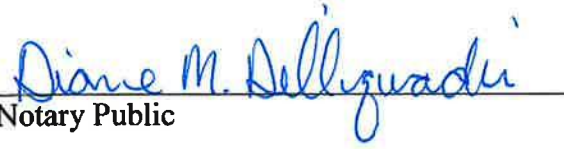

Notary Public

EXHIBIT A

Lots and Tree Lawns

For purposes of this Exhibit A, the term "Plat" means the North Park Subdivision 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.

Legal Description of Lot (all lot and block designations are as set forth on the Plat)	Designation of Tree Lawn Lots	Designation of Tree Lawn Areas
Lots 1 and 2, Block 1	Not a Tree Lawn Lot	Not applicable
Lots 3 through 12, Block 1	Tree Lawn Lot	That portion of the lot within 13.5' of the right-of-way for Shoshone Street
Lots 28 through 31, Block 1	Not a Tree Lawn Lot	Not applicable
Lots 29 through 42, Block 2	Not a Tree Lawn Lot	Not applicable
Lots 52 through 85, Block 2	Not a Tree Lawn Lot	Not applicable
Lots 51 through 54, Block 5	Tree Lawn Lot	That portion of the lot within 13.5 feet of the right-of-way for Alcott Way
Lots 55 through 66, Block 5	Tree Lawn Lot	That portion of the lot within 13.5 feet of the right-of-way for Shoshone Street



EXHIBIT B

First Amended and Restated Planned Community Plat

The First Amended and Restated Planned Community Plat is recorded in the Official Records at Reception No. 2019004017 on 4/24/19 A reduced copy of the First Amended and Restated Planned Community Plat is attached as part of this Exhibit B.

(See attached)

SITUATED IN THE WEST 1/2 AND NORTHEAST 1/4 OF SECTION 4, AND THE SOUTHEAST 1/4 OF SECTION 5,
TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M.
COUNTY OF BROOMFIELD, STATE OF COLORADO.



IN DEVELOPMENT, INC., A COLORADO CORPORATION ("TOWNOR") HEREBY DESIGNATES: (A) EACH OF THE NUMBERED PORTIONS OF LAND LISTED IN ITEMS (1) THROUGH (6) IMMEDIATELY BELOW; AND (B) EACH INDIVIDUAL PLATTED LOT INCLUDED IN THE GROUP OF LOTS LISTED IN ITEMS (7) THROUGH (8) AS ITS OWN "PORTION" FOR PURPOSES OF THE MASTER DECLARATION, AS DEFINED BELOW, AND FOR PURPOSES OF CLASS. 6 30-313-210 (LAW, A "PORTION") AND SUBJECT TO RIGHTS OF INDIVIDUALS OTHER THAN THE SUCCEEDING INTERESTED PARTIES COMMUNITY.

- [illegible]

[illegible]

THE UNDERSIGNED, FOUNDER, HEREBY EXECUTES THIS BASELINE RESIDENTIAL PLANNED COMMUNITY PLAT FOR THE PURPOSES SET FORTH HEREIN AND IN THE MASTER DEED AWAITH.

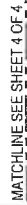
DT: _____
NAME: _____
RS: _____

1. ANDREW J. HANCOX, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE MAP SHOWN HEREON WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY AND LEGAL DESCRIPTION SHOWN HEREON ARE TRUE AND ACCURATE, IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND CONTAIN ALL APPLICABLE INFORMATION REQUIRED BY C.R.S. 38-313-308. THIS STATEMENT IS NEITHER A GUARANTEE OF WARRANTY, EITHER EXPRESS OR IMPLIED.

FOR AND ON BEHALF OF
HARRIS KIECHER SMITH
1120 LINCOLN STREET, SUITE 1000
DENVER, CO 80203
PHONE: 303.673.6100

Keep calls below. Call before you dig.	HKS HARRIS KOOCHER SMITH 1125 Lincoln Street, Suite 1000 Denver, Colorado 80203 P: 303.733.8100 F: 303.733.8111 HarrisKoocherSmith.com	NP DEVELOPMENT, INC.	FIRST AMENDED AND RESTATED BASELINE RESIDENTIAL PLANNED COMMUNITY PLAT	DATE: _____ REVISION COMMENTS: _____	PROJECT # 100111	SHEET NO. 1 OF 6
				DATE: _____ REVISION COMMENTS: _____	PROJECT # 100111	SHEET NO. 1 OF 6

SITUATED IN THE WEST 1/2 AND NORTHEAST 1/4 OF SECTION 4, AND THE SOUTHEAST 1/4 OF SECTION 5,
TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M.
COUNTY OF BROOMFIELD, STATE OF COLORADO.



- 1 AS NOTED
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T.1S. R.68W 6TH P.M.

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SITUATED IN THE WEST 1/2 AND NORTHEAST 1/4 OF SECTION 4, AND THE SOUTHEAST 1/4 OF SECTION 5,
TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M.
COUNTY OF BROOMFIELD, STATE OF COLORADO.





EXHIBIT C

Reallocation of Allocated Interests

1.1 Allocation of Votes.

(a) Allocation.

(i) Except as otherwise expressly set forth in Section 1.1(b) below or any other provision of the Declaration or the Bylaws, votes in the Baseline Community Association shall be allocated among the Sites, including each Lot (as defined in Recital B to this Supplemental Declaration), as set forth in this Section 1.1(a).

(A) Each Undesignated Site shall be allocated the number of votes equal to the Area of such Site multiplied by ten (10).

(B) Each Undeveloped, Non-assessable Single-family Site shall be allocated one (1) vote.

(C) Each Undeveloped, Assessable Single-family Site shall be allocated one (1) vote.

(D) Each Improved Single-family Site shall be allocated one (1) vote.

(E) Each Undeveloped, Non-assessable Multi-family Site shall be allocated the number of votes equal to the Area of such Site multiplied by eight (8).

(F) Each Undeveloped, Assessable Multi-family Site shall be allocated the number of votes equal to Area of such Undesignated Site multiplied by eight (8).

(G) Each Improved Multi-family Site shall be allocated the number of votes equal to the number of dwelling units for which the City has issued a temporary or permanent certificate of occupancy that are located on such Improved Multi-family Site divided by four (4).

(H) No votes shall be allocated to any Designated Non-residential Site or any Community Facility.

(ii) The number of votes allocated to any Site pursuant to Section 1.1(a)(i) above shall be the same regardless of the number of Owners of such Site.

(iii) If the number of votes allocated to any Site results in a fraction of a vote, such fraction shall be rounded to the nearest whole number (with one-half (0.5) being rounded up).



(b) Number of Votes for Election of Directors. Subject to the provisions of the Community Documents regarding matters upon which votes appurtenant to Designated Single-family Sites are cast by Delegates and the provisions of the Community Documents regarding cumulative voting, in any election of Directors, the Owner of any Voting Site shall have the number of votes equal to the product obtained by multiplying (i) the number of votes allocated to such Voting Site; and (ii) the number of Directors for which such Owner or the Delegate for such Owner, if applicable, may vote with respect to such Voting Site.

1.2 Allocation of Assessment Liability.

(a) General Assessments.

(i) Allocation of Assessment Units. The allocation among the Owners of liability for the Common Expenses (and for certain Assessments) as set forth herein is based on the Owners respective pro rata share of assessment units allocated to each Owner's Site pursuant to this Section 1.2(a)(i) ("**Assessment Units**"). Each Site, including each Lot (as defined in Recital B to this Supplemental Declaration), is allocated the number of Assessment Units equal to the number of votes in the Baseline Community Association allocated to such Site pursuant to Section 1.1, except that no votes are allocated to:

- (A) Undesignated Sites,
- (B) Undeveloped, Non-assessable Single-family Sites,
- (C) Undeveloped, Non-assessable Multi-family Sites,
- (D) Designated Non-residential Sites, or
- (E) Community Facilities.

(ii) Allocation of Liability for General Assessments. For each Fiscal Year, the Baseline Community Association shall levy and collect from each Owner a General Assessment, with respect to each Assessable Site owned by such Owner, in the amount equal to the product of: (i) the total amount of General Assessments for such Fiscal Year as set forth in the Baseline Community Association's annual budget for such Fiscal Year, and (ii) a fraction, the numerator of which is the number of Assessment Units allocated to such Assessable Site pursuant to Section 1.2(a)(i) above, and the denominator of which is the total number of Assessment Units allocated to all Assessable Sites.

(b) Allocation of Liability for Limited Assessments. Notwithstanding anything to the contrary contained in Section 1.2(a) above, if any Common Expense or other charge incurred by the Baseline Community Association is attributable to (i) the provision of any facilities or services to one or more but fewer than all of the Sites or Owners, or (ii) the management, operation, construction, maintenance, repair, replacement, alteration or improvement of a Limited Common Element, then Baseline Community Association may levy and collect an Assessment for such Common Expense or other charge against each such Site or



Owner, as appropriate, to which such facilities or services are provided or to which such Limited Common Element is appurtenant, as appropriate, in an amount equal to either: (A) the product of: (1) the amount of such Common Expense or other charge, and (2) a fraction, the numerator of which is the number of Assessments Units allocated to such Owner's Site pursuant to Section 1.1 above, and the denominator of which is the number of all Assessment Units allocated (pursuant to Section 1.1 above) to all Sites to which such Common Expense or other charge is attributable, or (B) any other equitable proportion as the Board reasonably deems appropriate.

(c) Allocation of Liability for Special Assessments. With respect to each Special Assessment, the Baseline Community Association shall levy and collect from each Owner of an Assessable Site a Special Assessment, with respect to such Assessable Site, in the amount equal to the product of: (i) the total amount of such Special Assessments, and (ii) a fraction, the numerator of which is the number of Assessment Units allocated to such Owner's Assessable Site, and the denominator of which is the number of Assessment Unites allocated to all Assessable Sites.

(d) Exemptions from Assessments.

(i) Except as set forth in Section 6.1(g) of the Declaration, but notwithstanding any other provision in the Declaration or this Supplemental Declaration, the Baseline Community Association may not levy or collect any General Assessment, Limited Assessment or Special Assessment with respect to any: (A) portion of a Site that is a Community Facility, (B) Undesignated Site, (C) Undeveloped, Non-assessable Single-family Site, (D) Undeveloped, Non-assessable Multi-family Site, or (E) Designated Non-residential Site.

(ii) Notwithstanding any other provision herein, the Baseline Community Association shall be exempt from all Assessments.