

Note to Boulder County Clerk and Recorder: Please index in the Grantee's index under Prairie Village South and Prairie Village South Homeowners Association, Inc. and in the Grantor's index under Melody Homes, Inc.

When recorded, return to:

Carolyn Mitchell
Melody Homes, Inc.
9555 S. Kingston Court, Suite 200
Englewood, CO 80112-5943

**FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF PRAIRIE VILLAGE SOUTH**

Melody Homes, Inc., a Delaware corporation ("Declarant"), executes this First Amendment to Declaration Covenants, Conditions and Restrictions of Prairie Village South (the "Amendment") as of May 2, 2014.

RECITALS

- A. That certain Declaration of Covenants, Conditions and Restrictions of Prairie Village South was recorded on April 25, 2014 in the real property records of Boulder County, Colorado, at Reception No. 03377023.
- B. As of the date hereof, Declarant is the owner of all property within the Community (as defined in the Declaration).
- C. Declarant desires to amend the Declaration as more particularly set forth below.

DECLARATION

NOW, THEREFORE, Declarant hereby declares as follows:

1. **Exhibit A** to the Declaration is hereby deleted and replaced in its entirety with the **Exhibit A** attached to this Amendment and incorporated herein.
2. The last sentence of Section 4.3 of the Declaration is amended and restated in its entirety to read as follows: "However, the rate of the Assessments against the Initially Unoccupied Lots may be less than that against the other Lots, as provided in the next Section."
3. Section 4.4.1. of the Declaration is amended and restated in its entirety to read as follows: "Annual and special Assessments shall be sufficient to meet the expected needs of the Association and shall be apportioned among the Lots in accordance with their Allocated Interests. Notwithstanding the foregoing, however, the amount of the annual and special Assessments against the Initially Unoccupied Lots shall be set at a lower rate than the rate of

annual Assessments and special Assessments against other Lots to the extent the Initially Unoccupied Lots receive and benefit from fewer services funded by such Assessments than the other Lots.”

4. Notwithstanding anything in the Declaration to the contrary, no property (other than the property described on **Exhibit A** to this Amendment) may be included within the Community except pursuant to and in accordance with the requirements and procedures in Section 13.4 of the Declaration.

5. Unless expressly defined otherwise herein, all capitalized terms used herein have the same meanings set forth in the Declaration. In the event of any conflict between this Amendment and the Declaration, the terms of this Amendment shall control. Except as specifically modified herein, the terms of the Declaration shall remain unchanged.

(Signature page follows.)

IN WITNESS WHEREOF, Declarant has executed this Amendment effective as of the date set forth above.

Melody Homes, Inc., a Delaware corporation

By: _____
Name: Jonathan Wayne
Title: VP Land Acquisition

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 2nd day of May, 2014, by
Jonathan Wayne as Vice President of Land Acquisition of Melody Homes, Inc., a
Delaware corporation.

WITNESS my hand and official seal.

Timothy S Buschar
Notary Public

My Commission Expires: 11/19/2015

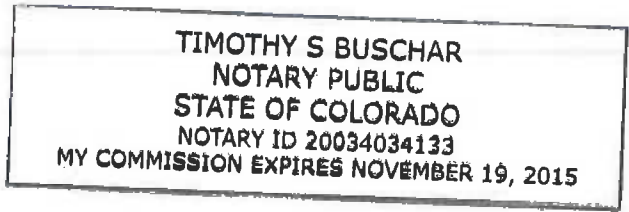


EXHIBIT A

**TO FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF PRAIRIE VILLAGE SOUTH**

Lots 1 through 9, Block 1;
Lots 1 through 8, Block 2; and
Outlot C;
Prairie Village, Filing No. Four,
City of Longmont, Boulder County, Colorado

Note to Boulder County Clerk and Recorder: Please index in the Grantee's index under Prairie Village South and Prairie Village South Homeowners Association, Inc. and in the Grantor's index under Melody Homes, Inc.

When recorded, return to:
Carolyn J. Mitchell, Esq.
Melody Homes, Inc.
9555 S. Kingston Court, Suite 200
Englewood, CO 80112-5943

**SECOND AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF PRAIRIE VILLAGE SOUTH**

Melody Homes, Inc., a Delaware corporation ("Declarant"), executes this Second Amendment to Declaration Covenants, Conditions and Restrictions of Prairie Village South (the "Amendment") as of December 29, 2014.

RECITALS

A. That certain Declaration of Covenants, Conditions and Restrictions of Prairie Village South was recorded on April 25, 2014 in the real property records of Boulder County, Colorado, at Reception No. 03377023, and as amended by the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Prairie Village South recorded on May 5, 2014 in the real property records of Boulder County, Colorado at Reception No. 03378239.

B. As of the date hereof, Declarant is the owner of all property within the Community (as defined in the Declaration).

C. Declarant desires to amend the Declaration as more particularly set forth below.

DECLARATION

NOW, THEREFORE, Declarant hereby declares as follows:

1. Exhibit A to the Declaration, as amended by the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Prairie Village South is hereby deleted and replaced in its entirety with the Exhibit A attached to this Second Amendment and incorporated herein.

2. Exhibit B to the Declaration is hereby deleted and replaced in its entirety with the Exhibit B attached to this Second Amendment and incorporated herein.

3. Exhibit C to the Declaration is hereby deleted and replaced in its entirety with the Exhibit C attached to this Second Amendment and incorporated herein.

4. Section 1.19. of the Declaration is amended and restated in its entirety to read as follows: ““Lots that May Be Included” means Two Hundred Seventy-Three (273) Lots, which shall be the maximum number of Lots that may be subject to this Declaration, including the Lots described on **Exhibit A** and those Lots which may be added if all of the Annexable Area is annexed to this Declaration. However, the aforesaid number of Lots that May Be Included is not a representation or guarantee as to the actual number of Lots that will ultimately be included in or constructed as part of the Community.”

5. Notwithstanding anything in the Declaration, the First Amendment to Declaration of Covenants, Conditions and Restriction of Prairie Village South to the contrary, no property (other than the property described on **Exhibit A and Exhibit B** to this Amendment) may be included within the Community except pursuant to and in accordance with the requirements and procedures in Section 13.4 of the Declaration.

6. Unless expressly defined otherwise herein, all capitalized terms used herein have the same meanings set forth in the Declaration. In the event of any conflict between this Amendment and the Declaration, the terms of this Amendment shall control. Except as specifically modified herein, the terms of the Declaration shall remain unchanged.

(Signature page follows.)

IN WITNESS WHEREOF, Declarant has executed this Amendment effective as of the date set forth above.

Melody Homes, Inc., a Delaware corporation

By: _____
Name: Jonathan Wayne
Title: VP Land Acquisition

STATE OF Colorado)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 29 day of December, 2014, by Jonathan Wayne as VP Land Acquisition of Melody Homes, Inc., a Delaware corporation.

WITNESS my hand and official seal.

Lori Marie Krosky
Notary Public

My Commission Expires: Feb 24, 2018

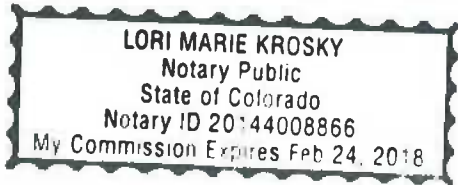


EXHIBIT A

**TO SECOND AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF PRAIRIE VILLAGE SOUTH**

(Lots)

Lots 1 through 9, Block 1; and
Lots 1 through 8, Block 2;

Prairie Village, Filing No. Four,
City of Longmont, Boulder County, Colorado

EXHIBIT B

**TO SECOND AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF PRAIRIE VILLAGE SOUTH**

(Common Elements)

Outlot C

Prairie Village, Filing No. Four,
City of Longmont, Boulder County, Colorado

EXHIBIT C

**TO SECOND AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF PRAIRIE VILLAGE SOUTH**

(Annexable Area)

The property shown on the final plat of Prairie Village Filing No. 4, Prairie Village Filing No. 5, Prairie Village Filing No. 6, recorded in the records of the office of the Clerk and Recorder of Boulder County, Colorado, as amended and supplemented from time to time, and a tract of land located in the NW1/4 of Section 26, T3N, R69W of the 6th P.M., County of Boulder, State of Colorado, being more particularly described as follows:

COMMENCING at the W1/4 Corner of said Section 26, from which the C1/4 Corner of said Section 26 bears N89°25'54"E, 2623.76 feet (Basis of Bearing), thence N56°46'39"E, 2224.79 feet to a non-tangent point of curve being the most Southwesterly Corner of Winding Drive as platted by Prairie Village, Filing No. Six according to the plat recorded November 15, 2013 at Reception No. 3352838 of the Boulder County Records and the POINT OF BEGINNING;

Thence Easterly along the Southerly Right-of-Way Line of said Winding Drive as platted by Prairie Village, Filing No. Six the following three (3) courses:

- 1) 55.30 feet along the arc of said curve, concave to the North, said arc having a radius of 203.50 feet, a central angle of 15°34'07", and being subtended by a chord which bears S82°46'37"E, 55.13 feet to a point of tangency;
- 2) N89°26'19"E, 276.34 feet to a point of curve to the right;
- 3) 65.53 feet along the arc of said curve, said arc having a radius of 146.50 feet, a central angle of 25°37'37", and being subtended by a chord which bears S77°44'52"E, 64.98 feet to a point on the same curve on said Southerly Right-of-Way Line of Winding Drive as platted by Prairie Village, Filing No. Five according to the plat recorded November 15, 2013 at Reception No. 3352837 of the Boulder County Records;

Thence 29.68 feet continuing along the arc of said curve, along said Southerly Right-of-Way Line of Winding Drive as platted by Prairie Village, Filing No. Five, said arc having a radius of 146.50 feet, a central angle of 11°36'29", and being subtended by a chord which bears S59°07'49"E, 29.63 feet to a non-tangent point on the Northwesterly Right-of-Way Line of Alpine Street as platted by said Prairie Village, Filing No. Five;

Thence Southwesterly along said Northwesterly Right-of-Way Line of Alpine Street as platted by Prairie Village, Filing No. Five the following two (2) courses:

- 1) S44°23'50"W, 867.46 feet to a point of curve to the left;

- 2) 239.84 feet along the arc of said curve, said arc having a radius of 630.00 feet, a central angle of $21^{\circ}48'46''$, and being subtended by a chord which bears $S33^{\circ}29'27''W$, 238.40 feet to a non-tangent point on the Northerly Right-of-Way Line of said Winding Drive as platted by said Prairie Village, Filing No. Five;

Thence 107.91 feet along the arc of said curve, concave to the South, said arc having a radius of 203.50 feet, a central angle of $30^{\circ}23'00''$, and being subtended by a chord which bears $N84^{\circ}59'27''W$, 106.65 feet to a non-tangent point on the Easterly Right-of-Way Line of Tularosa Lane as platted by said Prairie Village, Filing No. Five;

Thence Northerly along said Easterly Right-of-Way Line of Tularosa Lane as platted by said Prairie Village, Filing No. Five the following four (4) courses:

- 1) $N18^{\circ}14'00''W$, 13.10 feet to a point of curve to the right;
- 2) 45.17 feet along the arc of said curve, said arc having a radius of 146.50 feet, a central angle of $17^{\circ}39'54''$, and being subtended by a chord which bears $N09^{\circ}24'03''W$, 44.99 feet to a point of tangency;
- 3) $N00^{\circ}34'06''W$, 283.33 feet to a point of curve to the left;
- 4) 48.78 feet along the arc of said curve, said arc having a radius of 203.50 feet, a central angle of $13^{\circ}44'07''$, and being subtended by a chord which bears $N07^{\circ}26'10''W$, 48.67 feet to a point on the same curve on said Easterly Right-of-Way Line of Tularosa Lane as platted by Prairie Village, Filing No. Two according to the plat recorded December 17, 2003 at Reception No. 2539785 of the Boulder County Records;

Thence 11.49 feet continuing along the arc of said curve, along said Easterly Right-of-Way Line of Tularosa Lane as platted by Prairie Village, Filing No. Two, said arc having a radius of 203.50 feet, a central angle of $3^{\circ}14'09''$, and being subtended by a chord which bears $N15^{\circ}55'17''W$, 11.49 feet to a non-tangent point of curve on the Southeasterly Right-of-Way Line of Canadian Crossing Drive as platted by said Prairie Village, Filing No. Two;

Thence Northeasterly along said Southeasterly Right-of-Way Line of Canadian Crossing Drive as platted by said Prairie Village, Filing No. Two the following three (3) courses:

- 1) 64.80 feet along the arc of said curve, concave to the Northwest, said arc having a radius of 203.50 feet, a central angle of $18^{\circ}14'37''$, and being subtended by a chord which bears $N53^{\circ}31'09''E$, 64.52 feet to a point of tangency;
- 2) $N44^{\circ}23'50''E$, 497.04 feet to a point of curve to the left;
- 3) 65.15 feet along the arc of said curve, said arc having a radius of 203.50 feet, a central angle of $18^{\circ}20'34''$, and being subtended by a chord which bears $N35^{\circ}13'33''E$, 64.87 feet to a non-tangent point of curve on the said Southerly Right-of-Way Line of said Winding Drive

as platted by said Prairie Village, Filing No. Two and being the same curve as that described at the point of beginning;

Thence 11.91 feet along the arc of said curve, concave to the North, said arc having a radius of 203.50 feet, a central angle of $3^{\circ}21'14''$, and being subtended by a chord which bears $S73^{\circ}18'56''E$, 11.91 feet to the POINT OF BEGINNING.

Area = 305,484 square feet (7.013 acres), more or less.