

AFTER RECORDING, RETURN TO:  
Holland & Hart LLP  
555 17th Street, Suite 3200  
Denver, CO 80202  
Attn: Rebecca W. Dow, Esq.

## SUPPLEMENTAL DECLARATION

### FOR PIONEER HILLS

CALATLANTIC GROUP, INC., a Delaware corporation, successor-by-merger to THE RYLAND GROUP, INC., a Maryland corporation ("CalAtlantic"), and PIONEER HILLS OWNERS ASSOCIATION, a Colorado non-profit corporation (the "Association") execute this Supplemental Declaration for Pioneer Hills (the "Supplemental Declaration"), to be effective this 24<sup>th</sup> day of February, 2016.

### RECITALS

A. Pioneer Hills, LLC ("Original Declarant") executed and caused to be recorded that certain Community Declaration for Pioneer Hills on October 11, 2006, at Reception No. B6145436 of the records of the Office of the Clerk and Recorder of Arapahoe County, Colorado (the "Records"), as subsequently amended and supplemented (the "Declaration").

B. PH Investments Group, LLC, a Colorado limited liability company, as successor-in-interest to the Original Declarant, pursuant to that certain Assignment of Declarant Rights recorded on August 8, 2014, at Reception No. D4072253 in the Records, assigned any and all Declarant Rights, including Development Rights and Special Declarant Rights, to CalAtlantic and thereby designated CalAtlantic as Declarant under the Declaration (hereafter CalAtlantic shall be referred to as the "Declarant").

C. The Association is organized as the master homeowners' association pursuant to and under the terms of the Declaration.

D. Defined terms used in this Supplemental Declaration shall have the same meaning as set forth in the Declaration.

E. Declarant has initiated a request for amendment of the Declaration to specify and clarify the alternative dispute resolution provisions in the Declaration, as set forth in this Supplemental Declaration.

F. More than two-thirds of the Owners of Privately Owned Sites in the Community have approved this amendment of the Declaration to amend the Declaration as set forth below.

G. Declarant and the Association desire to amend the Declaration to implement these amendments.

## DECLARATION

NOW, THEREFORE, Declarant and the Association, with the requisite approval of the Owners, declare as follows:

1. AMENDMENTS TO ARTICLE XV.

Section 15.1 of the Declaration is hereby amended by deleting, and restating in their entirety, the following Sections 15.1(b) and (c):

(b) Any claim, controversy or dispute over or related to the design, construction or physical condition of the Common Elements, or Improvements related thereto, (including without limitation a Dwelling or Townhome) and made against the Declarant, its officers, directors, partners, employees and agents; any builder, contractor, subcontractor, materialman, consultant or construction professional, their officers, directors, partners, members, employees or agents, who construct buildings, residences, or other Improvements; or the Association, shall be deemed a "Construction Dispute" and shall be resolved by binding arbitration in accordance with the Federal Arbitration Act or similar state statute, and not by a court of law. Any such arbitration proceeding may be required by an aggrieved Person upon written notice delivered to the Association, the Declarant or other Person(s), as the case may be, before the date when commencement of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitations. No such demand for arbitration shall be made after the date when such proceedings would be barred by the applicable statute of limitations. An arbitrator (such as the Judicial Arbitrator Group or similar arbitration organization) mutually agreed upon by the parties shall administer all aspects of arbitrations conducted hereunder pursuant to the American Arbitration Association (AAA) Construction Industry Arbitration Rules. Arbitration hereunder shall be resolved before a single arbitrator for such disputes. The arbitrator shall possess the requisite experience and expertise in respect to matters to which the controversy relates to enable him or her to perform his or her arbitral duties competently. Each party shall bear its own costs and expenses, including its attorneys' fees, costs of experts and consultants. The cost of the arbitrator and of any hearing transcript or administrative fees of arbitration shall be divided equally between the parties. Any and all discovery in conjunction with such arbitration shall be limited to information directly

relevant to the controversy or claim in arbitration and shall be in accordance with the AAA Construction Industry Arbitration Rules.

(c) No party shall be entitled to receive any award of damages in connection with the arbitration of a dispute other than such party's actual damages, excluding special, consequential, punitive or exemplary damages, and Declarant, the Association, any Owner and any builder, contractor, subcontractor, materialman, consultant or construction professional shall be deemed to have waived their right to receive any damages in a dispute, other than actual damages, including without limitation, the right to receive special, consequential, punitive or exemplary damages. BY TAKING TITLE TO A PRIVATELY OWNED SITE, EACH OWNER ACKNOWLEDGES AND AGREES THAT SUCH OWNER HAS WAIVED AND SHALL BE DEEMED TO HAVE WAIVED THE RIGHT TO ANY AWARD OF DAMAGES IN CONNECTION WITH THE ARBITRATION OF A CONSTRUCTION DISPUTE OTHER THAN SUCH OWNER'S ACTUAL DAMAGES, EXCLUDING SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES. Judgment upon the arbitrator's determination shall be entered and enforced by the district court for the County in which the Community is located. In the event that any judicial proceeding is allowed or had herein, in order to expedite final resolution of the dispute, each party to the dispute waives any right to a jury trial for claims and counterclaims relating to the dispute.

2. **INCORPORATION OF RECITALS.** The Recitals set out above shall be deemed to be a substantive part of this Supplemental Declaration.

[Signature pages on following pages.]

IN WITNESS WHEREOF, the Declarant and the Association have executed this Supplemental Declaration the date and year first above written.

**DECLARANT:**

CALATLANTIC GROUP, INC.,  
a Delaware corporation,  
successor-by-merger to  
THE RYLAND GROUP, INC.,  
a Maryland corporation

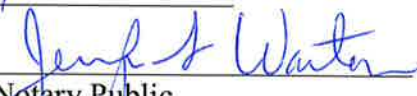
By:   
Daniel J. Nickless, Operational Vice President

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> of February, 2016, by Daniel J. Nickless as Operational Vice President of CalAtlantic Group, Inc., a Delaware corporation, successor-by-merger to The Ryland Group, Inc., a Maryland corporation.

Witness my hand and official seal,

My commission expires: July 10, 2018

  
Notary Public

JENNIFER S. WAITON  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20144027146  
COMMISSION EXPIRES JUL. 10, 2018

**ASSOCIATION:**

PIONEER HILLS OWNERS ASSOCIATION, a  
Colorado non-profit corporation

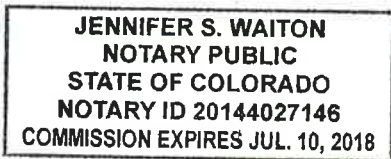
By: *Mike Newman*  
Title: President

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> of February, 2016, by Michael Newman as President of Pioneer Hills Owners Association, a Colorado corporation.

Witness my hand and official seal,

My commission expires: July 10, 2018



*Jennifer S. Waiton*  
Notary Public

The undersigned Secretary of Pioneer Hills Owners Association hereby certifies that (i) the Owners of at least sixty-seven percent (67%) of the Townhome Lots and at least sixty-seven percent (67%) of the Single Family Lots have approved and consented to the foregoing Declaration.

*Jennifer S. Waiton*  
Secretary