

After recording return to:
Ryland Title
6161 S. Syracuse Way, Suite 200
Greenwood Village, CO 80111

**SUPPLEMENTAL DECLARATION
FOR PIONEER HILLS ANNEXATION
(Pioneer Hills Ryland Townhomes Neighborhood/Neighborhood III)**

The Ryland Group, Inc., a Maryland corporation ("Ryland" or the "Declarant") executes this Supplemental Declaration of Pioneer Hills (Pioneer Hills Ryland Townhomes Neighborhood) (the "Supplemental Declaration"), this 16th day of April, 2015.

RECITALS

A. Pioneer Hills, LLC executed and caused to be recorded that certain Community Declaration of Pioneer Hills on October 11, 2006, under Reception No. B6145436 of the records of the Office of the Clerk and Recorder of Arapahoe County, Colorado (the "Records"), as amended by that certain Supplemental Declaration for Pioneer Hills dated January 23, 2013, recorded on January 24, 2013, under Reception No. D3009999 of the Records (together, the "Declaration").

B. Article XIII of the Declaration reserves to the Declarant the right to annex land to the Community by recordation of one or more supplements to the Declaration.

C. PH Investment Group, LLC, as successor Declarant to Pioneer Hills, LLC, executed and caused to be recorded that certain Partial Assignment of Declarant Rights on December 17, 2013, under Reception No. D3139182 of the Records, granting Ryland the right as Declarant to annex all or any number of Lots owned by Ryland to the Community under the Declaration.

D. The purpose of this Supplemental Declaration is to annex certain land described below into the Community and to make such land subject to the Declaration.

DECLARATION

NOW, THEREFORE, Ryland, as Declarant as provided above, declares that the property described herein is and shall be held, transferred, sold, conveyed and occupied subject to all of the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration and shall be binding on all persons having or acquiring any right, title or interest in the property described herein, their heirs, successors, and assigns, and shall inure to the benefit of, be binding upon, and be enforceable by Ryland, its successors in interest, each Owner and his successors in interest, and the Pioneer Hills Owners Association, and its successors in interest.

All captioned terms used herein have the same meaning as set forth in the Declaration.

1. Legal Description of the Property Being Annexed. The property being annexed to the Declaration and the Community by this Supplemental Declaration consists of Privately Owned Sites that are Townhome Lots under the Declaration and Limited Common Elements, as described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). Ryland is the owner of the Property.

2. Annexation. The Property described in Exhibit A hereof is being annexed to the Declaration and the Common Interest Community pursuant to the provisions of Article XIII of the Declaration.

3. Designation of Neighborhood. The Property shall be within a Neighborhood of Townhome Lots (which shall be Townhome Lots under the Declaration), to be known as the Pioneer Hills Ryland Townhomes Neighborhood or Neighborhood III.

4. Limited Common Elements. The Neighborhood Limited Common Elements for Neighborhood III shall include any private driveways or alleys, retaining walls and perimeter fences and irrigation systems thereon.

5. Neighborhood Assessments. The Neighborhood Assessments for Neighborhood III will include the Neighborhood Limited Common Elements, Neighborhood Exteriors, Neighborhood Roofs, Neighborhood Roads and Neighborhood Landscaping to be Maintained and Repaired by the Association, including the non-structural portion of the Neighborhood Roofs and Neighborhood Exteriors of the Dwellings constructed on the Lots in Neighborhood III, and landscaping on the front and back yard of the Lots in Neighborhood III. The costs, expenses, fees and other amounts to be expended for the maintenance and repair provided for in this subsection shall be Neighborhood Expenses for Neighborhood III. Other than the Association duties set out in this Section and the Declaration, each Owner of a Lot within Neighborhood III shall be responsible for any maintenance and repair of such Owner's Lot not the responsibility of the Association, including without limitation, courtyards and patios, balconies, doorsteps, stoops, porches and fixtures designed to serve a single Townhome, water and sewer service laterals; antennas/dishes, solar panels, and other Improvements on the Lot, as provided in Section 10.2 of the Declaration.

6. Additional Covenants, Conditions, Restrictions, and Easements.

Section 6.1 Fences.

No fences shall be permitted without the prior, written approval of the Design Review Committee, except such fences as may be constructed, installed or located by the Declarant or a Builder in the development of, or construction of Improvements in, the Community.

Section 6.2 Front and Back Yard Restrictions.

Owners of Lots within the Property shall not install any Improvements, plantings, wind chimes, bird baths, bird feeders, electric fences or other obstructions in the front or

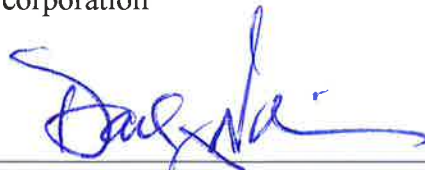
back yard of, or adjacent tracts to, the Lots, and the Association will not be responsible for any damage to any such obstructions or Improvements located in the front or back yards of, or adjacent tracts to, the Lots as a result of the Association's maintenance and repair activities. Any Owner in violation of this restriction will be responsible for all costs incurred by the Association as a result of such violation, including without limitation, the cost of removal of such obstructions or Improvements and damage to mowers or other equipment.

7. Effect of Annexation. · The Property, the Privately Owned Sites and any Limited Common Elements therein, shall be deemed to be included within the Community and subject to all of the terms, provisions, covenants, conditions, reservations, charges, and liens set forth in the Declaration, including all Assessment obligations set forth in the Declaration. The Property described in Exhibit A and the Privately Owned Sites and any Limited Common Elements located therein are also expressly subject to all of the provisions of the Articles of Incorporation and the Bylaws of the Pioneer Hills Owners Association, as more particularly described in the Declaration, the Articles of Incorporation, and the Bylaws.

IN WITNESS WHEREOF, Ryland, as Declarant as provided above, has executed this Supplemental Declaration the date and year first above written.

DECLARANT:

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 16th day of April, 2015, by Daniel J. Nickless, as Operational Vice President of 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**

**EXHIBIT A
TO
SUPPLEMENTAL DECLARATION
FOR PIONEER HILLS ANNEXATION
(Pioneer Hills Ryland Townhomes Neighborhood/Neighborhood III)**

Privately Owned Sites:

Lots 2-35, inclusive, and Lots 82-91, inclusive, Block 1;

Lots 28-36, inclusive, Lots 83-99, including; and Lots 106-144, inclusive, Block 2, Filing No. 5, Pioneer Hills Subdivision, County of Arapahoe, State of Colorado per plat recorded December 15, 2005, at Reception No. B5188090 in the records of the Clerk and Recorder of Arapahoe County, Colorado.

Lots 1-6, inclusive, Block 2, Filing No. 10, Pioneer Hills Subdivision, County of Arapahoe, State of Colorado per plat recorded March 20, 2015, at Reception No. D5027311 in the records of the Clerk and Recorder of Arapahoe County, Colorado.

Limited Common Elements: Neighborhood Roads (alleys) (as depicted on the Plat).