

**FOURTH AMENDMENT TO SUBDIVISION AGREEMENT  
Trails at Crowfoot Filing No. 11**

THIS FOURTH AMENDMENT is made and entered into this 1st day of November, 2022, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), and Melody Homes, Inc., a Delaware corporation (the "Developer").

RECITALS

A. The Town and the Developer entered into that Subdivision Agreement Trails at Crowfoot Filing No. 11, on April 22, 2021, which was recorded in the Douglas County Clerk and Recorder's Office on April 23, 2021, at Reception No. 2021053144, as amended by that First Amendment to Subdivision Agreement Trails at Crowfoot Filing No. 11 on June 25, 2021, and recorded in the Douglas County Clerk and Recorder's Office on June 28, 2021, at Reception No. 2021078761; by that Second Amendment to Subdivision Agreement Trails at Crowfoot Filing No. 11 on December 1, 2021, and recorded in the Douglas County Clerk and Recorder's Office on December 1, 2021, at Reception No. 2021133132; and by that Third Amendment to Subdivision Agreement Trails at Crowfoot Filing No. 11 on September 29, 2022, which was recorded in the Douglas County Clerk and Recorder's Office on September 29, 2022, at Reception No. 2022064329 (the "Agreement").

B. The Town and the Developer desire to enter into this Fourth Amendment to the Agreement (the "Fourth Amendment") in order to amend Paragraph 4.g. to update the location of the model home lot and block on the Property.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the Fourth Amendment as follows:

1. Paragraph 4.g Specific Conditions, is amended to delete the stricken language and add the underlined language as follows:

g. The Town and the Developer agree that one building permit may be issued for a model home on Lot 2, Block ± 4 of the Property (the "Model Lot"), prior to probationary acceptance of the Public Improvements, subject to compliance with the applicable building and fire code and Parker Water and Sanitation District requirements; provided, however, that The Town shall not issue a certificate of occupancy for the Model Lot and the Model Lots may not be sold to a third party prior to probationary acceptance of the Public Improvements by the Town of Parker.

2. The recitals to this Fourth Amendment are incorporated herein by this reference.

3. The Town and the Developer acknowledge and agree that the Agreement as modified herein remains in full force and effect and is ratified by the Town and the Developer. In the event of any conflict between the Agreement and this Fourth Amendment, the terms and conditions of this Amendment shall control.

WHEREFORE, the parties hereto have executed this Fourth Amendment on the day and year first above written.

**TOWN OF PARKER, COLORADO**

By: [Signature]  
John Fussa, Community Development Director

By: [Signature]  
Tom Williams, Director Engineering/ Public Works

ATTEST:

[Signature]  
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

[Signature]  
Town Attorney's Office

**DEVELOPER: MELODY HOMES, INC., a Delaware corporation**

By: [Signature]  
William Carlisle, Vice President

STATE OF COLORADO )  
COUNTY OF Douglas ss.

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of October, 2022, by William Carlisle as Vice President of Melody Homes, Inc.

My commission expires: 9/8/2026

SEAL [Signature]  
Notary Public

