

**SIXTH AMENDMENT TO THE DECLARATION FOR THE HIGHWAY 24
EASTGATE BUSINESS PARK CONDOMINIUM ASSOCIATION**

This Sixth Amendment to the Declaration for the Highway 24 Eastgate Business Park Condominium Association (“Sixth Amendment”) is made this 16th day of April, 2021, by LACA-LOJA, LLC, a Colorado limited liability company (“Declarant” and “Owner”) and is agreed to by the HIGHWAY 24 EASTGATE BUSINESS PARK CONDOMINIUM ASSOCIATION, INC., a Colorado nonprofit corporation, (“Association”).

Recitals

WHEREAS, the undersigned Declarant is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for the Highway 24 Eastgate Business Park Association recorded October 21, 2009, in the El Paso County, Colorado, real property records at reception number 209122752, (“Declaration”). For the purposes of this Amendment, the term Declaration shall include all amendments and supplements thereto.

WHEREAS, portions of an additional Building (number 2) previously identified as part of a Future Phases VII and VIII and of the project, have been completed and the Owner desires to confirm the Buildings’ and Units’ inclusion in the Association, confirm that the Buildings’ and Units’ are subject to the terms and conditions of the Declaration and the Map, document the size of the now finished areas of the Buildings and Units, and amend the schedule of Allocated Interests appurtenant to each such new Unit and all prior Units due to the completion of these the Buildings and Units.

WHEREAS, pursuant to the Declaration, the Declarant and the Association have agreed to amend the Declaration and the Map as described in more detail below.

NOW THEREFORE, in accordance with the foregoing, and the requirements of the Declaration, the authority granted them in the Declaration, Declarant and the Association hereby declare and state as follows:

1. The foregoing recitals are material and are incorporated herein by this reference.
2. Units A - E, Building 2 are identified as Phase VII in Section 3.1.2 of the Declarations and Units F - I, Building 2 are identified as Phase VIII.

Creation of Limited Common Elements

3. Section 3.1.2 of the Declaration (captioned as “Phased Construction” reserved to the Declarant the right and power to “change the size, design, and mix of the Units in order to meet requirements of the market or for other reasonable reasons” and to “create General or Limited Common Elements within a portion of any Phase and to designate Common Elements therein which may subsequently be assigned as Limited

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Common Elements for the purpose of making parking spaces and such other traditional types of Limited Common Elements as the Declarant may see fit.”

4. The Declaration’s definition of a “Condominium Building” states in part that “Limited Common Elements, if any, that are appurtenant to one or more Office Warehouse Units in a Condominium shall be described on the applicable Map or in this Declaration.” The definition of “Limited Common Elements” is in part “Those portions of the Common Elements designated in this Declaration (including, but not limited to, designation on any Maps recorded herewith) for the exclusive use of one or more Units but fewer than all of the Units.” And the definition for “Noncontiguous Portions” states “Certain Office Warehouse Units may include certain spaces . . . which are located outside the Unit. Such . . . spaces . . . are a part of the Office Warehouse Unit, notwithstanding their location outside of the Unit or their non-contiguity with the principal portions” of the Unit.

5. Therefore, as allowed per the defined terms in the foregoing paragraph, the Declarant has agreed to sell Building 2, Units A and B, to the purchaser of Building 2, Unit G, as Noncontiguous Portions and Limited Common Elements appurtenant to Building 2, Unit G, for initial use as outside parking spaces for the business operations to be conducted by the purchaser of Building 2, Unit C. This agreement and modification is necessary to meet current market requirements and is a reasonable modification that will enhance the viability of the Project and enhance its value for all Owners.

6. Section 14.1 of the Declaration, (captioned 14.1 “Special Declarant Rights” reserved to the Declarant, for ten years from the date the Declaration was recorded, Special Declarant Rights to

- “create within the existing Project or the Expansion Property additional Units and Common Elements” (14.1.1);
- “withdraw Units . . . from the Property in accordance with the terms of the Act (14.1.2);
- “exercise each right defined in the Act as a ‘special declarant right’ or ‘development right.’” (14.1.4)
- “to amend the . . . Map in connection with the exercise of any Development Right.” (14.1.12)
- “designate the Parking Share to be allocated to a Unit” (14.1.14), and to,
- “amend and supplement Exhibit B to the Declaration” (14.1.13).

7. In Section 15.2 of the Declaration (captioned “General Recitation of Development and Withdrawal Rights”) the Declarant expressly reserved the right to create “additional Common Elements”, to “convert Units into Common Elements”, and to “to make any designations of the Parking Share of a Unit and to reallocate Parking Shares among Units” on all or any portion of the Property.

8. Further, C.R.S. § 38-33.3-103 (captioned “Definitions”) in section (14) states: “Development rights” means any right or combination of rights reserved by a declarant in the declaration to:

- (b) Create units, common elements, or limited common elements within a common interest community;
- (c) Subdivide units or convert units into common elements;

And statutorily “Special declarant rights” means rights reserved for the benefit of a declarant to . . . to exercise any development right.” C.R.S. § 38-33.3-103(29) states the following definition for

9. In accordance with the foregoing statutory authority and the authority granted to Declarant in the Declaration, the Declarant hereby expressly creates additional Limited Common Elements by converting that portion of the Property platted and legally described as Building 2, Units A and B, in future Phase VII of the Declaration, into Noncontiguous Limited Common Elements appurtenant to Building 2, Unit G. The portion of the Map relating to Building 2, Units A and B, is amended and replaced in its entirety with the Fourth Amended Map attached as Exhibit 2 to this Sixth Amendment, and recorded herewith.

Creation of General Common Elements on HOA Owned Property

10. As noted above, Section 3.1.2 of the Declaration (captioned as “Phased Construction”) reserved to the Declarant the right and power to “change the size, design, and mix of the Units in order to meet requirements of the market or for other reasonable reasons” and to “create General or Limited Common Elements within a portion of any Phase.”

11. Section 14.1 of the Declaration, (captioned 14.1 “Special Declarant Rights”) reserved to the Declarant, for ten years from the date the Declaration was recorded, Special Declarant Rights to

- “create within the existing Project or the Expansion Property additional Units and Common Elements” (14.1.1);
- “withdraw Units . . . from the Property in accordance with the terms of the Act (14.1.2);
- “exercise each right defined in the Act as a ‘special declarant right’ or ‘development right.’” (14.1.4)
- “to amend the . . . Map in connection with the exercise of any Development Right.” (14.1.12)
- “designate the Parking Share to be allocated to a Unit” (14.1.14), and to,
- “amend and supplement Exhibit B to the Declaration” (14.1.13).

12. In Section 15.2 of the Declaration (captioned “General Recitation of Development and Withdrawal Rights”) the Declarant expressly reserved the right to create “additional Common Elements”, to “convert Units into Common Elements”, and to “to make any designations of the Parking Share of a Unit and to reallocate Parking Shares among Units” on all or any portion of the Property.

13. Further, C.R.S. § 38-33.3-103 (captioned “Definitions”) in section (14) states: “Development rights” means any right or combination of rights reserved by a declarant in the declaration to:

(b) Create units, common elements, or limited common elements within a common interest community;

(c) Subdivide units or convert units into common elements;

14. And statutorily “Special declarant rights” means rights reserved for the benefit of a declarant to . . . to exercise any development right.” C.R.S. § 38-33.3-103(29) states the following definition for

15. Therefore, in accordance with the foregoing statutory authority and the authority granted to Declarant in the Declaration, the Declarant hereby expressly creates additional General Common Elements by converting that portion of the Property platted and legally described as Building 2, Unit I, in future Phase VIII of the Declaration, into General Common Elements. The portion of the Map relating to Building 2, Unit I, is amended and replaced in its entirety with the Fourth Amended Map attached as Exhibit 2 to this Sixth Amendment, and recorded herewith. The Fourth Amended Map solely sets forth the legal description for Building 2 Units A - G.

16. Exhibit D to the Declaration, attached hereto as Exhibit 3 to this Third Amendment, thus far omitted from recording in the El Paso County real property records, is being recorded herewith.

17. Section 7.1 of the Declaration (captioned “Initial Allocated Interests”), states that The “Allocated Interests initially . . . assigned to particular Office Warehouse Units and Condominium Buildings will change due to changes in the Condominium Building and Unit sizes once the Buildings are actually constructed in the future and as built measurements are taken”. . . . As each Building is constructed, Exhibit B will be updated as an administrative change permitted by these Covenants and the updated Exhibit sent to owners.”

18. Section 22.5 of the Declaration (captioned “Permitted Amendment”), states that the Declarant may make administrative amendments to amend the Declaration or the Map “as needed to adjust Allocated Interests on Exhibit B to conform to the actual ‘as built’ future Building and Unit sizes” and such amendments need be signed and acknowledged only by the Declarant and need not be approved by the Association, Unit Owners or lienors, or mortgagees of Units or of the Project.

19. The Fourth Amended Map to which this Sixth Amendment applies, and which is being recorded herewith, sets forth the legal description for Building 2, Units A - I. That legal description is incorporated herein by this reference. The Fourth Amended Map reflects the fact that Building 2, Units A-I have now been constructed and include 9,847 square feet of floor space, more or less, rather than what was depicted on the Map and any prior Amended Maps. Therefore, the Allocated Interests shown on Page 63 of the Declaration (captioned “EXHIBIT B – Continued (Each Unit’s Relative Unit Share

and Overall Condominium Share)” are amended to read as shown on the Revised Exhibit B, attached hereto as Exhibit 1.

20. All Allocated Interests shown on Pages 63 and 64 of the Declarations (captioned “EXHIBIT B – Continued (Each Unit’s Relative Unit Share and Overall Condominium Share))” for all of the Units in the Property are hereby revised as shown on Exhibit 1 to this Sixth Amendment, which is being recorded herewith.

21. The portion of the Map relating to Building 2, Units A-I, and all prior Amended Maps, are further amended and replaced in their entirety with the Fourth Amended Map attached as Exhibit 2 to this Sixth Amendment, which Fourth Amended Map is being recorded herewith. The Fourth Amended Map solely sets forth the legal description for Building 2, Units A-I.

22. The terms and provisions of this Sixth Amendment are hereby incorporated into the Declaration. Except as provided in this Sixth Amendment and the Fourth Amended Map recorded herewith, all of the terms and conditions of the Declaration, all prior Amendments that are not expressly modified by this Sixth Amendment and its Exhibits, any previous Amended Maps, and the Map, remain in full force and effect. To the extent of any inconsistencies between the terms of this Sixth Amendment and the terms of the Declaration and all prior Amendments, the terms of this Sixth Amendment shall prevail and control. However, in the event of any inconsistencies between this Sixth Amendment and the Declaration and all prior amendments to the Declaration, whenever possible, the terms of this Sixth Amendment are to be interpreted so as to be congruent with and in harmony with the Declaration and all prior amendments to the Declaration so as to carry out the overall intent of the Declaration. To the extent of any inconsistencies between the Fourth Amended Map recorded herewith, the Map, and any prior Amended Maps, the Fourth Amended Map recorded herewith shall prevail and control over the Map and any prior Amended Maps.

23. This Sixth Amendment shall be binding upon and inure to the benefit of the Declarant, the Association, all Owners, and each of their respective heirs, successors and assigns, as well as any other persons now or hereafter having any interest in any of the property described herein. The terms and provisions of this Sixth Amendment shall be construed as covenants running with the land, and every person who now or hereafter owns or acquires any right, title, estate or interest in or to the Units is and shall be conclusively deemed to have consented and to have agreed to the terms and provisions contained in this Sixth Amendment whether or not any reference to the Sixth Amendment is contained in the instrument by which such person acquires an interest in a Unit.

24. All capitalized terms used in this Sixth Amendment that are not otherwise defined herein, but are defined in the Declaration, shall have the meanings ascribed to them in the Declaration. This Sixth Amendment shall be recorded in the real property records of El Paso County, Colorado.

EXHIBIT 1 TO SIXTH AMENDMENT TO THE DECLARATION FOR THE
HIGHWAY 24 EASTGATE BUSINESS PARK CONDOMINIUM ASSOCIATION

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REVISED EXHIBIT B – AS OF April 16 2021

Each Building's Allocated Interest and Each IBU's Allocated Interest in the Association
and Percentage Undivided Interest in Association:

	<u>Building Rentable Area:</u>	<u>Aggregate Building Rentable Area:</u>	<u>Relative Building Share and Building Allocated Interest:</u>			
Building 1	7,193	66,674	10.788%			
Building 2	9,847	66,674	14.768%			
Building 3	16,408	66,674	24.609%			
Building 4	20,318	66,674	30.474%			
Building 5	12,908	66,674	19.360%			
					<u>Aggregate Rentable Area of All Units in All Buildings:</u>	<u>Unit Allocated Interest and Overall Condo Share:</u>
Building 1	<u>Unit's Rentable Area:</u>	<u>Building Rentable Area:</u>	<u>Relative Unit Share:</u>	<u>Unit's Rentable Area:</u>		
Unit A	1,200	7,193	16.683%	1,200	66,674	1.800%
Unit B	1,199	7,193	16.669%	1,199	66,674	1.798%
Unit C	1,160	7,193	16.127%	1,160	66,674	1.740%
Unit D	3,634	7,193	50.521%	3,634	66,674	5.450%
Building 2						
Unit A	LCE	9,847	0.00%	0	66,674	0.00%
Unit B	LCE	9,847	0.00%	0	66,674	0.00%
Unit C	6,577	9,847	66.792%	6,577	66,674	9.864%
Unit D	0.00	9,847	0.00%	0	66,674	0.00%
Unit E	0.00	9,847	0.00%	0	66,674	0.00%
Unit F	0.00	9,847	0.00%	0	66,674	0.00%
Unit G	3,270	9,847	33.208%	3,270	66,674	4.904%
Unit H	0.00	9,847	0.00%	0	66,674	0.00%
Unit I	GCE	9,847	0.00%	0	66,674	0.00%
Building 3						
Unit A	16,408	16,408	100.00%	16,408	66,674	24.609%

Exhibit 1 – Page 2 of 2

REVISED EXHIBIT B – AS OF ~~April~~ ^{May} 16, 2021
 (Each Unit's Relative Unit Share and Overall Condominium Share)

	Unit Rentable Area:	Building Rentable Area:	Relative Unit Share:	Unit's Rentable Area:	Aggregate Rentable Area of All Units in All Buildings:	Unit Allocated Interest and Overall Condo Share:
Building 4						
Unit A	1,570	20,318	7.727%	1,570	66,674	2.355%
Unit B	1,570	20,318	7.727%	1,570	66,674	2.355%
Unit C	1,546	20,318	7.609%	1,546	66,674	2.319%
Unit D	1,570	20,318	7.727%	1,570	66,674	2.355%
Unit E	1,570	20,318	7.727%	1,570	66,674	2.355%
Unit F	1,570	20,318	7.727%	1,570	66,674	2.355%
Unit G	1,580	20,318	7.776%	1,580	66,674	2.370%
Unit H	1,561	20,318	7.683%	1,561	66,674	2.341%
Unit I	1,561	20,318	7.683%	1,561	66,674	2.341%
Unit J	1,561	20,318	7.683%	1,561	66,674	2.341%
Unit K	1,561	20,318	7.683%	1,561	66,674	2.341%
Unit L	1,561	20,318	7.683%	1,561	66,674	2.341%
Unit M	1,537	20,318	7.565%	1,537	66,674	2.305%
Building 5						
Unit A	1,480	12,908	11.466%	1,480	66,674	2.220%
Unit B	1,828	12,908	14.162%	1,828	66,674	2.742%
Unit C	2,113	12,908	16.370%	2,113	66,674	3.169%
Unit D	2,398	12,908	18.578%	2,398	66,674	3.597%
Unit E	1,710	12,908	13.248%	1,710	66,674	2.565%
Unit F	1,685	12,908	13.053%	1,685	66,674	2.527%
Unit G	1,694	12,908	13.123%	1,694	66,674	2.541%

**EXHIBIT 2 TO SIXTH AMENDMENT TO THE DECLARATION FOR THE HIGHWAY 24
EASTGATE BUSINESS PARK CONDOMINIUM ASSOCIATION**

(REVISED MAP FROM WATTS)

EXHIBIT 3 TO SIXTH AMENDMENT TO THE DECLARATION FOR THE HIGHWAY 24
EASTGATE BUSINESS PARK CONDOMINIUM ASSOCIATION

EXHIBIT D
(Expansion Property)

Not Applicable at the time of the initial recording of this Declaration. There is no
Expansion Property