

Custom Management  
2950 S. Jamaica Ct. #101  
Aurora, CO 80014

Arapahoe County Clerk & Recorder, Nancy A. Doty

Reception #: B7134834

Receipt #: 5363587

Recording Fee: \$211.00

Pages Recorded: 42

Date Recorded: 10/19/2007 9:35:15 AM

NOV 01 2007



**SECOND AMENDMENT TO THE SECOND AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
SOUTHPARK**

THIS SECOND AMENDMENT TO THE SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS OF SOUTHPARK ("Second Amendment to the Second Amended and Restated Declaration") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007 by the SouthPark Owner's Association, Inc., a Colorado nonprofit corporation (the "SPOA").

**RECITALS**

WHEREAS, SouthPark, a joint venture (the "Original Declarant"), as predecessor-in-interest to the SPOA, executed that certain Declaration of Covenants, Conditions and Restrictions of SouthPark dated August 19, 1981 and recorded on October 14, 1981 in Book 3509 at Page 499 of the records of the Clerk and Recorder of Arapahoe County, Colorado, and on April 5, 1983 in Book 470 at Page 514 of the records of the Clerk and Recorder of Douglas County, Colorado (the "Initial Declaration"); and

WHEREAS, the Initial Declaration was amended and restated pursuant to that Amended and Restated Declaration of Covenants, Conditions and Restrictions of SouthPark dated November 12, 1984 and recorded November 15, 1984 in Book 4308 at Page 91 of the records of the Clerk and Recorder of Arapahoe County, Colorado and on November 19, 1984 in Book 548 at Page 918 of the records of the Clerk and Recorder of Douglas County, Colorado (the "Amended and Restated Declaration"); and

WHEREAS, the Initial Declaration and the Amended and Restated Declaration were amended pursuant to the First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions of SouthPark dated September 17, 1990 and recorded on September 28, 1990 in Book 6016 at Page 650 of the records of the Clerk and Recorder of Arapahoe County, Colorado and in Book 962 at Page 875 of the records of the Clerk and Recorder of Douglas County, Colorado (the "First Amendment to Amended and Restated Declaration"); and

WHEREAS, the Initial Declaration, Amended and Restated Declaration and First Amendment to Amended and Restated Declaration were again amended and restated pursuant to that Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of SouthPark dated June 26, 1992 and recorded on July 13, 1992 in Book 6358 at Page 604 of the records of the Clerk and Recorder of Arapahoe County, Colorado and on July 13, 1992 in Book 1069 at Page 1002 of the records of the Clerk and Recorder of Douglas County, Colorado (the "Second Amended and Restated Declaration"); and

WHEREAS, the Second Amended and Restated Declaration was extended to the SouthPark property known as Hilltop pursuant to that certain Extension of Declaration dated February 25, 1999 and recorded on March 1, 1999 at Reception No. A9034411 of

RECEIVED IN THIS COUNTY

OFFICIAL RECORDS  
DOUGLAS COUNTY CO  
JACK ARROWSMITH  
CLERK & RECORDER  
RECORDING FEE:

\$206.00  
41 PGS

# 2007082126  
10/22/2007 08:04 AM

NOV 01 2007

**SECOND AMENDMENT TO THE SECOND AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
SOUTHPARK**



2007082126 41 PGS

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**RECITALS**

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WHEREAS, the Initial Declaration was amended and restated pursuant to that Amended and Restated Declaration of Covenants, Conditions and Restrictions of SouthPark dated November 12, 1984 and recorded November 15, 1984 in Book 4308 at Page 91 of the records of the Clerk and Recorder of Arapahoe County, Colorado and on November 19, 1984 in Book 548 at Page 918 of the records of the Clerk and Recorder of Douglas County, Colorado (the "Amended and Restated Declaration"); and

WHEREAS, the Initial Declaration and the Amended and Restated Declaration were amended pursuant to the First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions of SouthPark dated September 17, 1990 and recorded on September 28, 1990 in Book 6016 at Page 650 of the records of the Clerk and Recorder of Arapahoe County, Colorado and in Book 962 at Page 875 of the records of the Clerk and Recorder of Douglas County, Colorado (the "First Amendment to Amended and Restated Declaration"); and

WHEREAS, the Initial Declaration, Amended and Restated Declaration and First Amendment to Amended and Restated Declaration were again amended and restated pursuant to that Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of SouthPark dated June 26, 1992 and recorded on July 13, 1992 in Book 6358 at Page 604 of the records of the Clerk and Recorder of Arapahoe County, Colorado and on July 13, 1992 in Book 1069 at Page 1002 of the records of the Clerk and Recorder of Douglas County, Colorado (the "Second Amended and Restated Declaration"); and

WHEREAS, the Second Amended and Restated Declaration was extended to the SouthPark property known as Hilltop pursuant to that certain Extension of Declaration dated February 25, 1999 and recorded on March 1, 1999 at Reception No. A9034411 of

the records of the Clerk and Recorder of Arapahoe County, Colorado (the "Hilltop Extension"); and

WHEREAS, the Second Amended and Restated Declaration was extended to the SouthPark property known as the Ridge pursuant to that certain Extension of Declaration dated December 16, 1999 and recorded on December 21, 1999 at Reception No. A9198438 of the records of the Clerk and Recorder of Arapahoe County, Colorado (the "Ridge Extension") in accordance with the provisions of said Ridge Extension; and

WHEREAS, Initial Declaration, Amended and Restated Declaration, First Amendment to Amended and Restated Declaration, Second Amended and Restated Declaration, Hilltop Extension and Ridge Extension were amended pursuant to the First Amendment to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of SouthPark dated August 22, 2005 and recorded on July 14, 2006 at Reception No. B6102458 of the records of the Clerk and Recorder of Arapahoe County, Colorado and on August 9, 2006 at Reception No. 2006068061 of the records of the Clerk and Recorder of Douglas County, Colorado (the "First Amendment to Second Amended and Restated Declaration"); and

WHEREAS, the Initial Declaration, Amended and Restated Declaration, First Amendment to Amended and Restated Declaration, Second Amended and Restated Declaration, Hilltop Extension, Ridge Extension and First Amendment to Second Amended and Restated Declaration are collectively referred to as the "Declaration"; and

WHEREAS, Article 7.2 of the Second Amended and Restated Declaration provides that the Declaration may be modified or amended with the written consent of the Owners of fifty-one percent (51%) of the Property, on an acreage basis (other than the Common Area) subject to the Declaration; and

WHEREAS, the undersigned Owners, being Owners of more than fifty-one percent (51%) of the Property, on an acreage basis (other than the Common Area) subject to the Declaration, desire to modify and amend the Declaration in the manner hereinafter set forth.

#### AMENDMENT

NOW, THEREFORE, in consideration of the foregoing, the undersigned Owners of the SPOA hereby modify and amend the Declaration as follows:

1. Article 2.2, Permitted Uses. As of the date this Second Amendment is recorded, the following Section U shall be added to the Permitted Uses in the Declaration:

- U. Churches, including a building, together with its parsonage and accessory buildings and uses, where persons regularly assemble for religious worship, meetings and other

religious activities, maintained and controlled by a religious body organized for the purposes of worship, and associated facilities within the same Building Site for child care, gymnasiums, reception and banquet halls, provided however, that any such church use Owner shall pay to the SPOA in full when due all assessments and all other monetary obligations as set forth in the Declaration, regardless of any non-profit and/or tax-exempt status such church use Owner may possess at present or in future; that any such church use Owner shall pay in full when due to the appropriate party its proportionate share of any assessments, rates, tolls, charges, fees, levies, funds, moneys and taxes payable to the SouthPark Metropolitan District or the Highline Business Improvement District the same as any taxable property in said districts, and when due to the appropriate party its proportionate share of any assessments, rates, tolls, charges, fees, levies, funds, moneys and taxes payable to any future or successor special or metropolitan district, the boundaries of which include the Building Site of such church use Owner, the same as any taxable property in said future or successor district, all regardless of any non-profit and/or tax-exempt status such church use Owner may possess at present or in future; that any such church use Owner shall provide to the SPOA upon at least an annual basis and as may be additionally required by the SPOA a written valuation of the Owner's property based upon the criteria used by the Arapahoe County, Colorado Assessor or Douglas County, Colorado Assessor, as applicable, such valuation to be provided by either the Arapahoe County, Colorado Assessor or Douglas County, Colorado Assessor, as applicable, or a real estate appraiser reasonably satisfactory to the SPOA, and; that all of these conditions of any such church use shall be recorded by a deed restriction or other instrument recorded in the records of the Clerk and Recorder of Arapahoe County, Colorado or the Clerk and Recorder of Douglas County, Colorado, as applicable.

2. Article 3.4, Off-Street Parking. As of the date this Second Amendment is recorded, Article 3.4, Off-Street Parking shall be amended to include the addition of the following language:

Notwithstanding anything herein to the contrary, surface parking shall specifically be permitted on one side only of SouthPark Circle in a manner regulated by the City of Littleton. The City of Littleton Traffic Engineer shall

determine which side of SouthPark Circle surface parking shall be permitted on and what restrictions shall be made upon such surface parking, including but not limited to driveway access and visibility. The City of Littleton shall appropriately sign the surface parking it determines is permitted on one side only of SouthPark Circle. No other parking shall be permitted on any street or road, public or private, or at any place other than the paved parking areas provided for herein.

3. Except as expressly modified and amended herein, the Declaration shall remain unmodified and in the same full force and effect. In the event of any conflict between the terms of the Declaration and this Second Amendment to the Second Amended and Restated Declaration, this Second Amendment to the Second Amended and Restated Declaration shall control. This Second Amendment to the Second Amended and Restated Declaration may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall be construed together as one and the same instrument.

IN WITNESS WHEREOF, the undersigned, as the individual Owners of more than fifty-one percent (51%) of the Property, on an acreage basis (other than the Common Area) subject to the Declaration, have executed this Second Amendment to the Second Amended and Restated Declaration the day and year first written above.

OWNER:

Autotrek Properties, LLC.  
name of individual or entity

By: [Signature]

Its: Managing Member  
title

determine which side of SouthPark Circle surface parking shall be permitted on and what restrictions shall be made upon such surface parking, including but not limited to driveway access and visibility. The City of Littleton shall appropriately sign the surface parking it determines is permitted on one side only of SouthPark Circle. No other parking shall be permitted on any street or road, public or private, or at any place other than the paved parking areas provided for herein.

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OWNER:

NONO'S CADI  
DAIAN BREWSTER  
name of individual or entity

By: DAIAN BREWSTER

Its: OWNER  
title

I Approve of ON street parking  
I Approve of the CLUNCH!

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OWNER:

Nahale Properties, LLC  
name of individual or entity

By: Alan Nahale

Its: Member  
title

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OWNER:

Big Tree Bioco LLC  
name of individual or entity

By: [Signature]

Its: Member  
title



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OWNER:

First Industrial Realty Trust, Inc.  
name of individual or entity

By: Dana Schmidt

Its: Sr. Development Manager  
title

Property

Parcel 2077-32-3-03-D11  
8020 SouthPark Circle

Contact

FRV Co LLC  
c/o First Industrial Realty Trust  
5350 S Roslyn St. #240  
Englewood CO

4

80111-2123

determine which side of SouthPark Circle surface parking shall be permitted on and what restrictions shall be made upon such surface parking, including but not limited to driveway access and visibility. The City of Littleton shall appropriately sign the surface parking it determines is permitted on one side only of SouthPark Circle. No other parking shall be permitted on any street or road, public or private, or at any place other than the paved parking areas provided for herein.

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OWNER:

Fair Hwtop #3, LLC  
Fair Hwtop #3, LLC  
name of individual or entity

By: [Signature]

Its: Managing Member  
title

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OWNER:

Hunttop 3, LLC  
name of individual or entity  
By: [Signature]  
Its: Managing Partner  
title

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OWNER:

FAR Autop L 2, LLC &  
Stamen Autop L 2, LLC  
name of individual or entity

By: [Signature]

Its: managing member  
title

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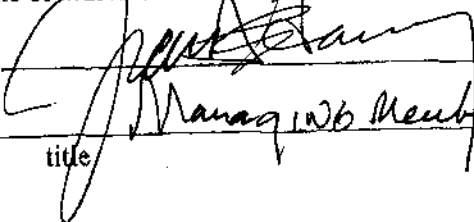
OWNER:

Fair Handed 3, LLC  
~~Strong Handed 3, LLC~~  
name of individual or entity

By:

Its:

title

  
Managing Member

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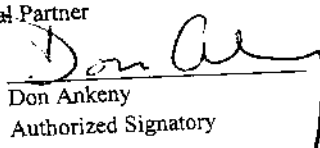
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OWNER:

WESTCORE HILLTOP, L.P.,  
a Delaware limited partnership

By: WESTCORE DENVER GP, LLC,  
a Delaware limited liability company,  
its General Partner

By:

  
Don Ankeny  
Authorized Signatory

determine which side of SouthPark Circle surface parking shall be permitted on and what restrictions shall be made upon such surface parking, including but not limited to driveway access and visibility. The City of Littleton shall appropriately sign the surface parking it determines is permitted on one side only of SouthPark Circle. No other parking shall be permitted on any street or road, public or private, or at any place other than the paved parking areas provided for herein.

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OWNER:

CQCR, L.L.C.  
name of individual or entity  
By: [Signature]  
Its: Manager  
title

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OWNER:

Arapahoe Digestive Disease Center  
name of individual or entity

By: Lance Goodenough

Its: [Signature] CEO  
title



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OWNER:

Ridge at Southpark Investors, LLC  
name of individual or entity

By: Jin Pynn

Its: Manager  
title

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OWNER:

SouthPark II, LLC  
name of individual or entity

By: Steven W. Rosmusson

Its: Member  
title

SEP 13 2007

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OWNER:

A.C. Real Estate LLC  
"South Denver Heart Center"

name of individual or entity

By: Brian Smith

Its: Manager  
title

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OWNER:

SouthPark Health Ctr LLC  
name of individual or entity

By: Eunice P Lee, DMD

Its: President  
title

8-28-07

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OWNER:

McDonald Advertising Group  
name of individual or entity

By: [Signature]

Its: President  
title

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OWNER:  
PUBLIC STORAGE, A MARYLAND REAL ESTATE INVESTMENT TRUST,  
SUCCESSOR BY MERGER TO PUBLIC STORAGE PROPERTIES X,  
INC., A CALIFORNIA CORPORATION

name of individual or entity

By: 

DAVID F. DORR

Its: PRESIDENT, REAL ESTATE DIVISION  
title

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OWNER:

Highline Crossing Collaborative  
name of individual or entity

By: Rebecca A. [Signature]

Its: Board of Directors  
title

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OWNER:

Crystal Rose  
name of individual or entity

By: Brian Byerly

Its: Vice President  
title



AUG 31 2007

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OWNER:

STEPHEN MATTINGLY

SOUTHPARK OFFICE, LLC

name of individual or entity

By: Stephen Mattingly

Its: President

title

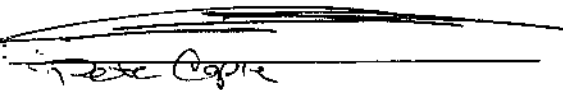
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OWNER:

840 Southpark Ln.  
name of individual or entity

By:   
\_\_\_\_\_

Its: Pres  
title

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OWNER:

SOUTH PARK LANE, LLC  
name of individual or entity

By: [Signature] 9-22-07

Its: AGENT  
title

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OWNER:

R.G. PROPERTIES LLC

name of individual or entity

By: 

Its: MEMBER

title

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OWNER:

Peck Beauty Supply Inc.  
 name of individual or entity

By: [Signature]

Its: President  
 title

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OWNER:

Cookson Real Estate LLC

name of individual or entity

By: Becky Cookson

Its: Vice President

title

D

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OWNER:  
Littleton Academy Bldg Foundation  
Charles Carter  
name of individual or entity  
By: Charles Carter  
Its: President  
title


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OWNER:

Knox Court, LLC  
name of individual or entity

By:   
Stephen F. Albert

Its: Manager  
title



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OWNER:

Littleton Property Investors, LLC

By: Arapahoe LTC, Inc. corporate manager

name of individual or entity

By: Forrest L. Preston

Its: President

title

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OWNER:

MRFR II, LLP  
name of individual or entity

By: [Signature]

Its: General Partner  
title

SEP 24 2007

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OWNER:

SOUTH BROADWAY REAL ESTATE CO.  
name of individual or entity

By: [Signature]

Its: V.P.  
title

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OWNER:

FirstBank of Littleton  
name of individual or entity  
By: John H. Haynes  
Its: President  
title

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OWNER:

Swanbrat Properties, LLC  
name of individual or entity

By: [Signature]

Its: Member  
title

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OWNER: McMorgan/MS International Real Estate Fund F  
a Delaware LLC  
By: McMorgan Company LLC, a Delaware  
name of individual or entity  
Its: [Signature]  
By: [Signature]  
Its: V.P.  
title

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OWNER:

Merritt Investments, LLC  
name of individual or entity

By: TJK Lyth

Its: Senior Managing General Partner  
title

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OWNER:  
TEACHERS INSURANCE AND ANNUITY ASSOCIATION  
OF AMERICA, FOR THE BENEFIT OF ITS REAL ESTATE  
ACCOUNT

\_\_\_\_\_  
name of individual or entity

By: *[Signature]*  
ILEANA HENDEZ

Its: DIRECTOR  
title



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OWNER:

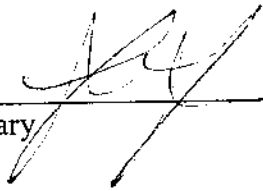
Asta LLC  
name of individual or entity

By: [Signature]

Its: Manager  
title

APPROVED:

SOUTHPARK OWNER'S ASSOCIATION, INC.

By:   
Secretary