

AFTER RECORDING, RETURN TO:

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**AMENDMENT ANNEXING PROPERTY
INTO
DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
SANCTUARY POINTE
(Sanctuary Pointe Filing No. 3)**

This AMENDMENT ANNEXING PROPERTY INTO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SANCTUARY POINTE (SANCTUARY POINTE FILING NO. 3) (the "Annexation Amendment"), is made effective as of August 30th, 2017, by **Elite Properties of America, Inc.**, a Colorado corporation ("Declarant").

WHEREAS, Declarant recorded a Declaration of Covenants, Conditions, Restrictions and Easements for Sanctuary Pointe on October 7, 2015, at Reception No. 215109222 of the real property records of El Paso County, Colorado, as amended (collectively, the "Declaration").

WHEREAS, Section 10.4 of the Declaration permits the Declarant to annex into the Declaration all or portions of the additional property described in Section 1.4 of the Declaration as the "Expansion Property" without the consent of the individual homeowner;

WHEREAS, all of the real property contained within the plat of Sanctuary Pointe Filing No. 3, which was recorded on May 26, 2017 at Reception No. 217713973 of the real property records of El Paso County, Colorado ("Filing No. 3") is located within the Expansion Property described in the Declaration;

WHEREAS, the Declarant desires to submit Lots 1 through 84, inclusive, and Tracts A, B, C, D, E, F, G, H, I and J, all in Filing No. 3 (the "Annexed Property") to the Declaration, as provided in Section 10.4 of the Declaration.

NOW THEREFORE, the Declarant does hereby publish and declare that the following terms, conditions, covenants, easements, restrictions, uses, limitations and obligations shall be deemed to run with the land encompassing the Annexed Property and shall be a burden and benefit to the undersigned, its successors and assigns and to any person acquiring, using, encumbering, having, or owning an interest in the Property (as defined in the Declaration) or the

Annexed Property, or both, and their grantees, successors, heirs, executors, administrators, devisees or assigns:

1. Annexation and Amendments.

A. The Declarant does hereby annex the Annexed Property, together with all improvements thereon and rights appurtenant thereto, but subject to any and all covenants, restrictions, rights, easements and matters of record, to the Property, and the Declarant hereby declares that the Annexed Property shall be held, sold, used, encumbered, improved, occupied, owned, resided upon, hypothecated and conveyed subject to the easements, restrictions, covenants, provisions and conditions of the Declaration, including without limitation any amendments and supplements thereto, and any documents of instruments described therein, all of which shall run with the land and be binding upon all parties having any right, title or interest in the Property or the Annexed Property or any part thereof, their heirs, successors and assigns and which shall inure to the benefit of each owner thereof.

B. The Declaration, as it applies to the Annexed Property, is hereby amended to add the following Sections to the Declaration:

Section 3.12A District Maintenance; Tract Ownership. In addition to the District maintenance items provided for in Section 3.12 of the Declaration, the Triview Metropolitan District ("Triview") shall own and maintain Tracts A, B, C, D, E, F, G, H, I and J, all in Filing No. 3. Tracts A, B, C, D, E, I and J will be for open space, pocket parks, drainage, public utilities, landscaping, trails, mailboxes and signage. Tract F will be for access and public utilities. Tract G will be for trails, landscape, buffer and signage. Tract H, will be for landscape, signage, trails and public utilities, to be conveyed by separate document.

Section 4.2A Public Improvement Easements. In addition to the easements set forth in Section 4.2 of the Declaration, the following Lots within Filing No. 3 are each adjacent to two street right of ways and are each platted with a 25'/25' public improvements easement as depicted on the Plat (the "Corner Easements"): Lots 1, 6, 19, 28, 49, 60, 69, 70, 78, 79 and 83. In addition, the following Lots within Filing No. 3 are each adjacent to two street right of ways and are each platted with a 25'/30' public improvements easement as depicted on the Plat (the "Additional Corner Easements"): Lots 22, 26, 71 and 75. Each Owner of an above-listed Lot is solely responsible for the maintenance thereof. No Improvements, including without limitation, fences, hedges, trees, shrubbery or landscaping, may be constructed within any Corner Easements or Additional Corner Easements, other than approved landscaping which shall at no time obstruct visibility at the intersection.

C. Each Owner hereby acknowledges that, among all other provisions contained within the Declaration, the Annexed Property is expressly subject to the following provisions:

Section 3.10 Avigation Notice. The location of the Community Area within the vicinity of the Air Force Academy requires the following notice:

“Notice: This Property may be impacted by noise and other similar sensory effects of flight by an aircraft used in the United States Air Force Academy’s Airmanship Program. This notice shall remain effective until the Air Force Academy shall cease to be used for flight training purposes. This Notice shall run with the land.”

Section 4.11 Garage and Driveway. The Improvements on each Lot shall include, as a minimum, a two-car, attached, fully enclosed garage or such equivalent garage arrangements as may be approved by the Declarant. All driveways shall be improved with concrete unless otherwise approved by the Declarant. **No Lot shall contain more than one (1) driveway which directly accesses the garage from a public right of way or flag lot or flag lot stem.** No driveway shall be added, extended, expanded or altered without the written approval of the Declarant, as provided in this Declaration.

Section 4.12 Access Restriction. All persons or entities having any interest in any of the Lots are required to and shall each arrange and maintain any drives, dwellings, or other Improvements so that ingress and egress to and from their respective Lots is exclusively from a publicly dedicated street and **not** through other private property or adjoining public lands, other than platted flag easements. There shall be no direct vehicular access from any Lot or Tract to or from Sanctuary Rim Drive or Baptist Road.

Section 16.2 Inclusion in Districts. Each Lot within the Annexed Property is included in the District and the Triview Metropolitan District No. 4 as referenced in Court Order for Inclusion recorded under Reception No. 208060749 of the real property records of El Paso County, Colorado. The Lots within the Annexed Property will be subject to any tax, assessment, fee, charge or increase in mill levy resulting from inclusion of the Annexed Property in these districts.

2. Relation of this Annexation Amendment to the Declaration.

A. The provisions contained in this Annexation Amendment shall be an amendment, addition and supplement to the provisions contained in the Declaration. All provisions of the Declaration shall be applicable to the Annexed Property and the common elements or areas and lots located or to be located therein. The definitions used in the Declaration shall automatically be expanded to encompass and refer to the Property as expanded hereby; e.g., “Property” shall mean the real property described in the Declaration (as previously expanded) plus the additional real property contained within the recorded plat of Sanctuary Pointe Filing No. 3; reference to the Declaration shall mean the Declaration as amended and supplemented hereby, and as previously or subsequently amended and supplemented.

B. Pursuant to the Declaration, the Declarant has reserved and hereby reaffirms its right to add additional property to the Declaration, and the Declarant's annexation right under the Declaration may be exercised at different times and as to different properties, and so no assurances are or have been made regarding the boundaries of any portion of real property which may be annexed nor the order in which said portion may be annexed. If the Declarant exercises any right to annex additional real property into the Declaration, the Declarant is not required to exercise any other development rights as to any additional property.

3. Acceptance of Provisions of All Documents. Each Owner of a Lot within the Annexed Property covenants and agrees, by acceptance of any right, title or interest such Lot, to be bound by the terms and provisions of the Declaration, the recorded plat, this Annexation Amendment, the Articles of Incorporation and Bylaws of the Association.

4. General.

A. If any of the provision of this Annexation Amendment or any paragraph, sentence, clause, phrase or work or application thereof in any circumstances shall be invalidated, such invalidity shall not affect the validity of the remainder of this Annexation Amendment or the annexation hereunder or the Declaration, and such invalidity shall not affect the validity of any other provision, paragraph, sentence, clause, phrase or work.

B. Whenever used herein, unless the context shall provide otherwise, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders.

C. The covenants, terms and provisions of this Annexation Amendment and of the Declaration shall be binding upon and shall inure to the benefit of the Declarant, the Association, and each Owner of a Lot, and the heirs, personal representatives, successors and assigns of each of them. Except as amended hereby, the Declaration shall continue in full force and effect in accordance with its unamended provisions.

[SIGNATURE PAGE FOLLOWS]

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

This document was acknowledged before me on August 30, 2017, by Douglas Stimpfe as CEO of Baptist Road Investments, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 12-02-2017.

(SEAL)
CHRISTINE L WISE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 19974021715
MY COMMISSION EXPIRES DECEMBER 02, 2017

Christine R. Wise
Notary Public