

Chuck Broerman  
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El Paso County, CO



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Clerk & Recorder – Please record this document in the following indexes: Property Index - Sonnet Springs at University Park;  
Grantor Index – Sonnet Springs Owners' Association, Inc.; Grantee Index – Sonnet Springs Owners' Association, Inc.

SECOND AMENDMENT TO  
DECLARATION OF SONNET SPRINGS  
A Planned Community

THIS SECOND AMENDMENT to the Declaration of Sonnet Springs - A Planned Community that was recorded on October 4, 2000 at Reception No. 200119643 of the records of El Paso County (hereinafter the "Covenants" or the "Declaration") is made as of this 6<sup>th</sup> day of November, 2018.

WITNESSETH:

WHEREAS, by said recording, Sonnet Springs Development, LLC. (the "Declarant"), made the following real property subject to the easements, restrictions, covenants, and conditions of that Declaration, as it might be amended from time to time:

All of that property platted as, SONNET SPRINGS AT UNIVERSITY PARK, in the City of Colorado Springs, El Paso County, Colorado, according to the plat thereof recorded December 22, 1999 at Reception No. 99191619, a replat of SONNET SPRINGS AT UNIVERSITY PARK, a replat of Lot 1, University Bluffs Filing No. 2.

hereinafter described as "Sonnet Springs".

WHEREAS, Section 9.5 of the Declaration provides that it may be amended from time to time upon the approval of at least sixty-seven percent (67%) of the votes in the Sonnet Springs Owners' Association, Inc., a Colorado non-profit corporation (the "Association") and with the written consent of the Association, effective upon the recordation of a certificate in the office of the records of El Paso County, setting forth that amendment in full and certifying that the amendment has been approved as set forth above;

WHEREAS, the Board of Directors of the Association (the "Board") has concluded that it is necessary to add Sections 5.8 through 5.10 to the Declaration, and to amend Sections 8.13 through 8.16 therein, to provide specific provisions governing special assessments;

WHEREAS, the Board has also concluded that it is necessary to clarify Sections 3.5 and 5.7 of the Declaration, the provisions that currently address forms of special assessment in Sonnet Springs; and

WHEREAS the signatures set forth below show that Owners representing sixty-seven percent (67%) of the votes in the Association have agreed to this Amendment.

NOW, THEREFORE, the Owners shown below, and the Board, as the duly elected representatives of those members, do hereby submit the real property described in the Declaration and all improvements thereon to the provisions of the Declaration and this

Amendment and do hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations shall be deemed to run with the land and shall be a benefit and burden to the Declarant, its successors and assigns and to any person acquiring or owning an interest in the above described real property and improvements, their grantees, successors, heirs, executors, administrators, devisees, personal representatives and assigns, and that the following Amendment shall be incorporated into the Declaration by this reference as if initially set forth therein:

**I. SECTION 3.5 OF THE DECLARATION IS HEREBY AMENDED IN ITS ENTIRETY, AS FOLLOWS:**

“Section 3.5. Allocation of Interest and Liability for Expenses. The votes in the Association and the liability for its expenses are allocated to each Unit and are set as follows:

- (a) General Allocations. Except as provided below or elsewhere in the Governing Documents, the number of votes in the Association shall be on an equal basis, one for each Unit in the Community, and the percentage of liability for Common Expenses will also be allocated on an equal basis for each Unit in the Community in accordance with Sections 5.1 through 5.5 below.
- (b) Special Assessments. Notwithstanding the above, the Board of Directors shall have the power to levy special assessments against Units pursuant to Sections 5.8 and 8.15 of this Declaration, but may also levy more specific assessments, as follows:
  - (i) Any specific expenses benefiting less than all of the Units or significantly disproportionately benefiting some Units may be specially assessed equitably among all of the Units that are benefited according to the benefit received, preferably by way of agreements with the Owners of said Units.
  - (ii) Any specific expenses occasioned by the conduct of less than all of those entitled to occupy all of the Units or by the occupant(s), licensees or invitees of any such Unit or Units may be specially assessed against such Unit or Units, in accordance with Section 5.7 of this Declaration.

For the purposes of this Section, nonuse shall constitute a benefit to less than all Units or a significant disproportionate benefit to some Units only when such nonuse results in an identifiable, calculable reduction in cost to the Association.”

**II. THE FIRST SENTENCE OF THE HEADING PARAGRAPH OF SUBSECTION 4.5 OF THE DECLARATION IS HEREBY AMENDED IN ITS ENTIRETY, AS FOLLOWS:**

“Section 4.5. Association Maintenance. The Association shall maintain and keep in good repair as a Common Expense all of the Common Elements and the common utility lines (also described as the “Common Area”), and shall only repair or replace any buildings or Improvements upon the Unit insofar as the Association receives insurance proceeds or makes a special assessment to accomplish such repair or replacement, or as described in this Section 4.5 below.”

**III. SECTIONS 5.8 THROUGH 5.10 HAVE BEEN ADDED TO THE DECLARATION, AS FOLLOWS:**

“Section 5.8. Special Assessments. In addition to the annual assessment provided for above, the Board may, at any time, and in addition to any other rights it may have, propose a special assessment against all Owners, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of an emergency situation or of any construction, reconstruction, repair or replacement or a capital improvement upon the Common Area or any Limited Common Element, including fixtures and personal property related thereto, and any improvements and fixtures upon any Unit. In order to be effective, any special assessment (except as provided in Section 3.5(b) regarding the power to impose specific special assessments and Section 8.15 regarding repair or reconstruction of casualty damage to or destruction of all or part of the Community) shall only become effective in accordance with the meeting and notice procedures set forth below.

Section 5.9. Procedure for Assessments Under Section 5.8. Any special assessment under Section 5.8 above shall require the approval, pursuant to a meeting described below, of Owners of Units to which at least fifty-one percent (51%) of the votes (based upon one (1) vote per Unit) in the Association are attached, who are voting in person or by proxy at that meeting duly called for that purpose. Written notice of any meeting called for the purpose of taking such action shall be sent to all Owners not less than ten (10) days or more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast thirty percent (30%) of all the votes (based upon one (1) vote per Unit of membership) shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5.10. Special Assessment Procedure. Assessments imposed or expenses incurred in accordance with Sections 3.5(b), 5.7 and 8.15 shall be deemed to be a special assessment against such Owner and his Unit and shall be enforceable as provided herein, except that such assessment shall not require any vote of the Members. Special assessments shall be due and payable on the date specified by the Board in written notice to each Owner, but such date shall not be less than ten (10) days after such notice is sent.”

**IV. SECTIONS 8.13 THROUGH 8.16 OF THE DECLARATION ARE HEREBY AMENDED IN THEIR ENTIRETY, AND SECTIONS 8.17 THROUGH 8.19 HAVE BEEN ADDED, AS FOLLOWS:**

“Section 8.13. Attorney-in-Fact. All of the Owners and any holder of a first lien Security Interest (“First Mortgagees”) irrevocably constitute and appoint the Association as insurance trustee under C.R.S. §38-33.3-313(5) and (9) and under this Declaration and as their true and lawful attorney in their name, place and stead, for the purpose of dealing with the Property in the event of the destruction, damage, condemnation, or liquidation of all or a part of the Community or from the termination of the Community, including without limitation the repair, replacement and improvement of any buildings, fixtures, Improvements and service equipment located on the Property (herein collectively referred to as the “Townhomes”), but excluding any furniture, furnishings, or other personal property installed by the Owners. Title to any Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed or other instrument of conveyance shall constitute appointment of the attorney-in-fact herein provided. As attorney-in-fact, the Association, by its President and Secretary or Assistant Secretary or its other duly authorized officers and agents, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of an Owner which is necessary and appropriate to exercise the power herein granted and to represent the Owners in any proceedings, negotiations, settlements or agreements. The proceeds of any insurance collected shall be payable to the Association, for the benefit of the Association, the Owners and their First Mortgagees as their interests appear, for the purpose of repair, restoration, reconstruction or replacement as provided in this Declaration. In the event that the Association is dissolved or becomes defunct, a meeting of the Owners shall be held within thirty (30) days after either such event. At such meeting a new attorney-in-fact to deal with the Community upon its destruction, damage, or condemnation shall be appointed. Said appointment must be approved by vote or agreement of Owners of Units to which at least fifty-one percent (51%) of the votes in the Association are attached, who are voting in person or by proxy at a meeting duly called for that purpose, and at least fifty-one percent (51%) of the First Mortgagees. Notwithstanding any contrary provision of this Declaration, the Association’s Articles of Incorporation and Bylaws, no Owner or any other party shall have priority over any rights of the First Mortgagee of the Unit pursuant to its Security Interest in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of any Community common property.

Section 8.14. Damage to or Destruction of Common Area. Any portion of the Community for which insurance is required under C.R.S. §38-33.3-313 which is damaged or destroyed must be repaired or replaced promptly by the Association pursuant to that statutory section.

Section 8.15. Damage to or Destruction of Townhomes.

- (a) In the event of damage to or destruction of a Townhome due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the Improvements,

shall be applied by the Association, as attorney-in-fact, to such reconstruction, and the Improvements shall be promptly repaired and reconstructed. The Association shall have full authority, right, and power as attorney-in-fact to cause the repair and restoration of the Improvements. The annual assessments set forth in Article 5 shall not be abated during the period of insurance adjustments and repair and reconstruction.

- (b) If the insurance proceeds are insufficient to repair and reconstruct any or all of the damaged or destroyed Townhomes, such damage or destruction shall be promptly repaired and reconstructed by the Association as attorney-in-fact, using the proceeds of insurance and the proceeds of a special assessment to be made only against the Owners of the damaged or destroyed Townhomes and their Units. Such special assessment shall be made by the Board of Directors without a vote of the Owners and shall be a debt of each such Owner and a lien on his Unit and may be enforced and collected as is provided in Article 5. The Association shall have full authority, right and power as attorney-in-fact to cause the repair, replacement or reconstruction of the Improvements using all of the insurance proceeds for such purposes, notwithstanding the failure of an Owner to pay the assessment.
- (c) Notwithstanding any provision to the contrary, but subject to C.R.S. §38-33.3-313(9) to the extent applicable, if fifty-one percent (51%) of the First Mortgagees (based upon one (1) vote for each first lien Security Interest held) and by vote or agreement of Owners of Units to which at least fifty-one percent (51%) of the votes (based upon Allocated Interests) in the Association are attached, who are voting in person or by proxy at a meeting duly called for that purpose, have given their prior written approval, the Association shall provide that the Owners and First Mortgagees of any or all of the destroyed or damaged Townhomes may agree that such Townhomes shall forthwith be demolished and all debris and rubble caused by such demolition removed from the Unit, and the Unit regraded and landscaped to the satisfaction of the Board. The cost of such demolition work and landscaping, together with all taxes, liens and encumbrances and any costs in repairing any party walls, shall be paid for by any and all available insurance proceeds, with any deficiency thereof to be paid by the Owner(s) of the applicable Townhome(s). Any excess insurance proceeds shall then be disbursed to such Owner and his First Mortgagee jointly and said Owner shall convey merchantable title to his Unit to the Association, free and clear of all liens, encumbrances, assessments, and taxes (except as prorated), for its fair market value as determined by an appraisal, the cost of which shall be paid by the Owner of the applicable Townhome, with the appraiser thereof to be named by the Association. Upon the Association's acquisition of the Unit, said Unit shall become part of the Common Area.

#### Section 8.16. Condemnation.

- (a) If a Unit, or any part thereof, is acquired by eminent domain, the provisions of C.R.S. §38-33.3-107 shall apply. In the event proceedings are initiated by any

government or agency thereof, seeking to take by eminent domain the Common Area, any part thereof or any interest therein, any Improvement thereon, or any interest therein, with a value (including loss of value to the balance of the Common Area and Improvements thereon), as reasonably determined by the Association is in excess of Five Thousand Dollars (\$5,000.00), the Association shall give prompt notice thereof, including a description of the part of or the interest in the Common Area or Improvement thereon sought to be so condemned, to all Owners. The Association shall have full power and authority to defend in said proceedings, but the Association shall not enter into proceedings pursuant to which the Common Area or any part thereof or any interest therein, is relinquished without giving all First Mortgagees of Units and all Owners at least fifteen (15) days' prior written notice thereof.

- (b) In the event, following such proceedings, there is such a taking in condemnation or by eminent domain of a part or all of the Common Area, the award made for such taking shall be paid to the Association as provided by C.R.S. §38-33.3-107(3) and after the approval described below, the award shall be applied toward the repair and restoration of the Common Area, the Association shall arrange for the same and shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that sixty-seven percent (67%) or more of the Owners and at least fifty-one percent (51%) of First Mortgagees do not duly and promptly approve the repair and restoration of such Common Area, the Association shall disburse the net proceeds of such award jointly to the Owners and their respective First Mortgagees at the rate of one (1) equal share per Unit, except that any award attributable to the acquisition of a Limited Common Element shall be paid solely to the Owner thereof and that Owner's First Mortgagee.

Section 8.17. Repair and Reconstruction. Unless otherwise agreed by fifty-one percent (51%) of the First Mortgagees (based on one (1) vote for each first lien Security Interest held) and by vote or agreement of Owners of Units to which at least fifty-one percent (51%) of the votes (based upon Allocated Interests) in the Association are attached, who are voting in person or by proxy at a meeting duly called for that purpose, any restoration or repair of the Community after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Declaration and with the original plans and specifications, and shall restore any Townhome or other Improvement partially condemned or damaged by an insurable hazard to substantially the same condition in which it existed prior to such condemnation or damage.

Section 8.18. Excess Insurance Proceeds. With the prior written approval of fifty-one percent (51%) of the First Mortgagees (based on one (1) vote for each first lien Security Interest held) and by vote or agreement of Owners of Units to which at least fifty-one percent (51%) of the votes (based upon Allocated Interests) in the Association are attached, who are voting in person or by proxy at a meeting duly called for that purpose, any insurance proceeds remaining after any repairs or reconstructions are completed shall be paid to each Owner and his First Mortgagee jointly at the rate of one (1) equal share per Unit. Without such approval, any excess insurance proceeds shall be placed in the

Association's reserves.

Section 8.19. Notice of Loss to First Mortgagee. Provided that a First Mortgagee has, in writing, requested the following information with respect to a Unit upon which said First Mortgagee holds the first lien Security Interest and has furnished the Association with the address to which said First Mortgagee wants the information sent, then in the event that there shall be any damage to or destruction of:

- (a) any Improvement on the Unit on which such First Mortgagee holds the first lien Security Interest which shall be in excess of Five Thousand Dollars (\$5,000.00) and/or
- (b) the Common Area which shall be in excess of Five Thousand Dollars (\$5,000.00), or in the event of the condemnation of any part of the Common Area as described in Section 8.16 of this Article in excess of Five Thousand Dollars (\$5,000.00), then timely written notice of any such damage, destruction or condemnation shall be given by the Association to such First Mortgagee.

Notwithstanding any provision to the contrary, no provision of this Declaration or of any other document relating to the Property shall be deemed to give an Owner or any other party priority over the rights of a First Mortgagee in the case of a distribution to an Owner of insurance proceeds or condemnation awards for loss to or taking of Units or Common Area or both.

**V. NO FURTHER CHANGES.**

Except as amended hereby, the Declaration shall continue in full force and effect in accordance with its original and previously amended terms and conditions.

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment to Declaration on the day and year first written above:

Lot 21, Sonnet Springs at University Park Filing No. 2  
also known as 5511 Sonnet Heights, Colorado Springs, CO 80918

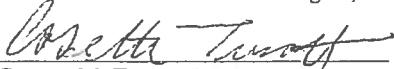
Stone Family Properties, LLC

By \_\_\_\_\_  
Manager

Lot 22, Sonnet Springs at University Park Filing No. 2  
also known as 5512 Sonnet Heights, Colorado Springs, CO 80918

Benham Living Trust  
By Mat Beham  
Trustee

Lot 20, Sonnet Springs at University Park Filing No. 2  
also known as 5523 Sonnet Heights, Colorado Springs, CO 80918

  
Cosette M. Truscott

  
Robert B. Truscott

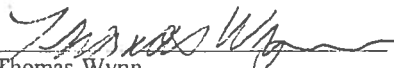
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also known as 5524 Sonnet Heights, Colorado Springs, CO 80918

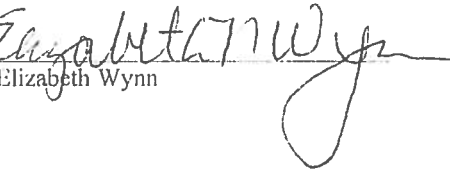
Bolduc Family Trust

By Deceased  
Raymond August Bolduc, Trustee

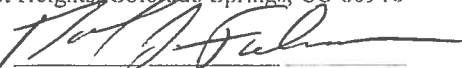
By   
Susan Ann Bolduc, Trustee

Lot 19, Sonnet Springs at University Park Filing No. 2  
also known as 5535 Sonnet Heights, Colorado Springs, CO 80918

  
Thomas Wynn

  
Elizabeth Wynn


Lot 24, Sonnet Springs at University Park Filing No. 2  
also known as 5536 Sonnet Heights, Colorado Springs, CO 80918

  
Donald J. Fuhrman

Lot 18, Sonnet Springs at University Park Filing No. 2  
also known as 5547 Sonnet Heights, Colorado Springs, CO 80918

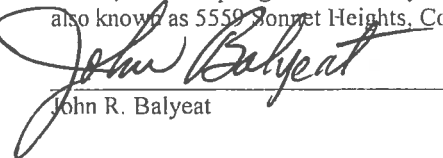
\_\_\_\_\_  
Gayle A. Myers

Lot 25, Sonnet Springs at University Park Filing No. 2  
also known as 5548 Sonnet Heights, Colorado Springs, CO 80918

  
Michael Baca

  
Estella Baca

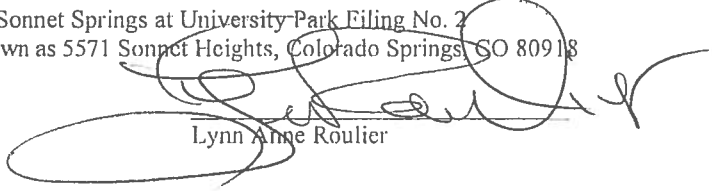
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also known as 5559 Sonnet Heights, Colorado Springs, CO 80918

  
John R. Balyeat

  
Marcia J. Balyeat



Lot 16, Sonnet Springs at University Park Filing No. 2  
also known as 5571 Sonnet Heights, Colorado Springs, CO 80918



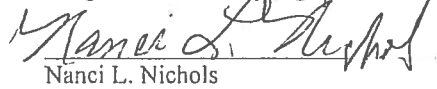
Lynn Anne Roulier

Lot 15, Sonnet Springs at University Park Filing No. 2  
also known as 5583 Sonnet Heights, Colorado Springs, CO 80918

Susan Alexandra Revocable Living Trust

By \_\_\_\_\_  
Susan Alexander

Lot 42, Sonnet Springs at University Park Filing No. 2  
also known as 5584 Sonnet Heights, Colorado Springs, CO 80918



Nanci L. Nichols

Lot 43, Sonnet Springs at University Park Filing No. 2  
also known as 5596 Sonnet Heights, Colorado Springs, CO 80918

\_\_\_\_\_  
Jaklyn Brockman

Lot 26, Sonnet Springs at University Park Filing No. 2  
also known as 5607 Sonnet Ridge Point, Colorado Springs, CO 80918

\_\_\_\_\_  
Douglas Lampshire

\_\_\_\_\_  
Leanna Lampshire

Lot 44, Sonnet Springs at University Park Filing No. 2  
also known as 5608 Sonnet Heights, Colorado Springs, CO 80918

\_\_\_\_\_  
David Groves

Lot 27, Sonnet Springs at University Park Filing No. 2  
also known as 5615 Sonnet Ridge Point, Colorado Springs, CO 80918

\_\_\_\_\_  
Joseph A. Sonchar

\_\_\_\_\_  
JoAnn C. Sonchar

Lot 45, Sonnet Springs at University Park Filing No. 2  
also known as 5620 Sonnet Heights, Colorado Springs, CO 80918

*Dave Haughton*  
Dave Haughton

Lot 28, Sonnet Springs at University Park Filing No. 2  
also known as 5623 Sonnet Heights, Colorado Springs, CO 80918

\_\_\_\_\_  
Michele R. Armstrong

\_\_\_\_\_  
Andrea L. Wood

Lot 14, Sonnet Springs at University Park Filing No. 2  
also known as 5631 Sonnet Heights, Colorado Springs, CO 80918

*Peggy Ferrato*  
Peggy Ferrato

Lot 29, Sonnet Springs at University Park Filing No. 2  
also known as 5631 Sonnet Ridge Point, Colorado Springs, CO 80918

MG 5631 LLC  
By *[Signature]*  
Manager

Lot 46, Sonnet Springs at University Park Filing No. 2  
also known as 5632 Sonnet Heights, Colorado Springs, CO 80918

*Tinka L. Piper*  
Tinka L. Piper

Lot 30, Sonnet Springs at University Park Filing No. 2  
also known as 5639 Sonnet Ridge Point, Colorado Springs, CO 80918

*Jane Carlson*  
Jane Carlson

Lot 13, Sonnet Springs at University Park Filing No. 2  
also known as 5643 Sonnet Heights, Colorado Springs, CO 80918

Olsen Family Trust  
By *Patricia Olsen*  
Trustee

Lot 47, Sonnet Springs at University Park Filing No. 2  
also known as 5644 Sonnet Heights, Colorado Springs, CO 80918

Bunck Family Living Trust

By John Bunck  
Trustee

Lot 31, Sonnet Springs at University Park Filing No. 2  
also known as 5647 Sonnet Ridge Point, Colorado Springs, CO 80918

Glenn E. Miller  
Glenn E. Miller

Carol Lynn Miller  
Carol Lynn Miller

Lot 41, Sonnet Springs at University Park Filing No. 2  
also known as 5648 Sonnet Ridge Point, Colorado Springs, CO 80918

Dwight Dumler  
Dwight Dumler

Caron Dumler  
Caron Dumler

Lot 12, Sonnet Springs at University Park Filing No. 2  
also known as 5655 Sonnet Heights, Colorado Springs, CO 80918

Lee H. Blatt  
Lee H. Blatt

Lot 32, Sonnet Springs at University Park Filing No. 2  
also known as 5655 Sonnet Ridge Point, Colorado Springs, CO 80918

Laura Marie Kadlecek  
Laura Marie Kadlecek

Lot 40, Sonnet Springs at University Park Filing No. 2  
also known as 5656 Sonnet Ridge Point, Colorado Springs, CO 80918

Janice Larson  
Janice Larson

Lot 33, Sonnet Springs at University Park Filing No. 2  
also known as 5663 Sonnet Ridge Point, Colorado Springs, CO 80918

Betty J. Hatch Living Trust

By \_\_\_\_\_  
Trustee

Lot 39, Sonnet Springs at University Park Filing No. 2  
also known as 5664 Sonnet Ridge Point, Colorado Springs, CO 80918

\_\_\_\_\_  
Catherine M. Cerrillo

Lot 11, Sonnet Springs at University Park Filing No. 2  
also known as 5667 Sonnet Heights, Colorado Springs, CO 80918

Susan J. Sexson  
Susan J. Sexson

Lot 34 Sonnet Springs at University Park Filing No. 2  
also known as 5671 Sonnet Ridge Point, Colorado Springs, CO 80918

Willard Rinnert      Evelyn Rinnert  
Willard Rinnert      Evelyn Rinnert

Lot 10, Sonnet Springs at University Park Filing No. 2  
also known as 5679 Sonnet Heights, Colorado Springs, CO 80918

Thomas P. Sutton Living Trust

By Thomas P. Sutton, trustee  
Trustee

Lot 35, Sonnet Springs at University Park Filing No. 2  
also known as 5679 Sonnet Ridge Point, Colorado Springs, CO 80918

Randall E. Graham  
Randall E. Graham

Lot 38, Sonnet Springs at University Park Filing No. 2  
also known as 5680 Sonnet Ridge Point, Colorado Springs, CO 80918

Carolyn F. Kanop  
Carolyn F. Kanop

Lot 36, Sonnet Springs at University Park Filing No. 2  
also known as 5687 Sonnet Ridge Point, Colorado Springs, CO 80918

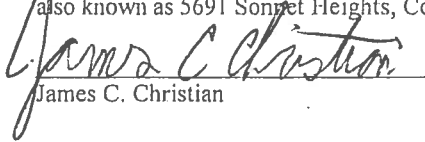
James N. Sweet & Margaret R. Trust

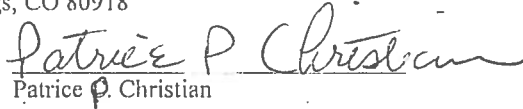
By Margaret R. Sweet  
Trustee

Lot 37, Sonnet Springs at University Park Filing No. 2  
also known as 5688 Sonnet Ridge Point, Colorado Springs, CO 80918

\_\_\_\_\_  
Garnet E. Storez

Lot 9, Sonnet Springs at University Park Filing No. 2  
also known as 5691 Sonnet Heights, Colorado Springs, CO 80918

  
James C. Christian

  
Patrice P. Christian

Lot 8, Sonnet Springs at University Park Filing No. 2  
also known as 5703 Sonnet Heights, Colorado Springs, CO 80918

Sanders Living Trust

By   
Trustee

Lot 7, Sonnet Springs at University Park Filing No. 2  
also known as 5715 Sonnet Heights, Colorado Springs, CO 80918

\_\_\_\_\_  
Inja Park

Lot 6, Sonnet Springs at University Park Filing No. 2  
also known as 5727 Sonnet Heights, Colorado Springs, CO 80918

James R. Cox & Phyllis A. Family Trust

By \_\_\_\_\_  
Trustee

Lot 5, Sonnet Springs at University Park Filing No. 2  
also known as 5739 Sonnet Heights, Colorado Springs, CO 80918

McCaleb Trust

By   
Trustee

Lot 4, Sonnet Springs at University Park Filing No. 2  
also known as 5751 Sonnet Heights, Colorado Springs, CO 80918

  
Suzanne Loewecke

Lot 3, Sonnet Springs at University Park Filing No. 2  
also known as 5763 Sonnet Heights, Colorado Springs, CO 80918

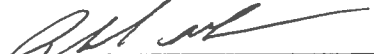
Roger Upson & Judith Family Trust

By   
Roger B. Upson, Trustee

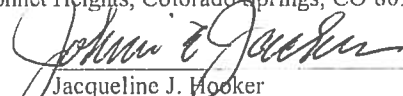
By \_\_\_\_\_  
Judith A. Upson, Trustee

Lot 2, Sonnet Springs at University Park Filing No. 2  
also known as 5775 Sonnet Heights, Colorado Springs, CO 80918

Deborah Robertson Living Trust

By   
Trustee

Lot 1, Sonnet Springs at University Park Filing No. 2  
also known as 5787 Sonnet Heights, Colorado Springs, CO 80918

  
Jacqueline J. Hooker  
ATTORNEY IN FACT

CERTIFICATION

The foregoing instrument was first presented to the membership at the Annual Meeting of the Sonnet Springs Owners' Association, Inc, held on November 6, 2018, at which time the foregoing instrument was approved, signed and acknowledged before me by the Owners listed above.

Witness my hand and official seal.

**KRISTIE KAY MCKITTERICK  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20054011703  
MY COMMISSION EXPIRES APRIL 27, 2021**

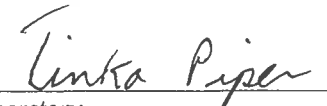
  
\_\_\_\_\_  
Notary Public  
My commission expires: 4-27-21

IN WITNESS WHEREOF, the President and Secretary of the Sonnet Springs Owners' Association, Inc., a Colorado non-profit corporation (the "Association"), have executed this Second Amendment to Declaration of Sonnet Springs on this \_\_\_ day of November, 2018, and hereby certify that all of the Units in Sonnet Springs are set forth above and that the Owners named above are the owners of the respective Units where their names appear above on the dates that their signatures were made, and that this Amendment has been approved by sixty-seven percent (67%) of the aggregate interest of the undivided Ownership of the General Common Elements of Sonnet Springs, as shown by the signatures that appear above.

SONNET SPRINGS OWNERS'  
ASSOCIATION, INC.,  
a Colorado non-profit corporation

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

ATTEST:


  
\_\_\_\_\_  
Secretary

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

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of November, 2018, by Thomas Sutton and Tinka Piper as President and Secretary, respectively, of Sonnet Springs Owners' Association, Inc., a Colorado non-profit corporation.

Witness my hand and official seal.

**KRISTIE KAY MCKITTERICK  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20054011703  
MY COMMISSION EXPIRES APRIL 27, 2021**

  
\_\_\_\_\_  
Notary Public  
My commission expires: 4-27-21