

**SPCCA, INC MASTER DECLARATION
of the Sawgrass Condominium Association, LLC. &
the Sawgrass at Plum Creek Community Association, Inc.**

**Article XII
SECURITY INTERESTS**

1. Applicability. Unless and until a Condominium Unit is included within the Community, this Article shall not apply. This Article shall become applicable upon, and only upon, the inclusion into this Declaration of any Condominium Unit (a "Unit").

2. Approval by Members and Security Interest Holders of First Security Interests. Notwithstanding any provisions of this Declaration to the contrary, the Association **shall not**:

b. Unless it has obtained the consent of Owners who represent at least **sixtyseven percent (67%) of the total allocated votes** in the Association, and of Security Interest Holders of First Security Interests who represent **at least fifty-one percent (51%) of the votes of Units that are subject to such First Security Interests** (and who have submitted a written request that the Association notify them of any proposed action requiring the consent of a specified percentage of Security Interest Holders of First Security Interests), add or amend any material provisions of this Declaration, the Articles of Incorporation or Bylaws of the Association

However, Article XIII (1)(b)(5)(iii) below **specifically states and mandates a 75%** vote to remove, amend, delete any or all of this below Article XIII Section 1. Please also note, both

- the April 2010 attempt to re-write Rules & Regs by Resolution without the requisite approval of 67% and/or 51% respectively; and,
- the Sept 2010 Amendment (original recorded version missing) with its alleged total vote of 67% of all Condo and Townhome owners, which the unsigned draft of the Amendment (the only known copy) purports to have acquired, to facilitate the deletion of this below Section 1(b), 12 & 13, and without the requisite 75% vote of all owners,

appear null and void.

Additionally, in order for Security Interests to have submitted a request, they must have all been notified of the intent to amend the Declaration. It does not appear (no minutes were kept) any 1st Security Interest firm was notified and given that opportunity or if any of them had previously submitted such requests, the Association Board ignored their FIRST SECURITY interest.

Thus, these parts of the Declaration below appear still in effect, and the April 2010 Board Resolution and the Sept 2010 Declaration Amendment appear null and void, not only due to the invalid voting, but also because both attempts substantially change critical sections of the governing docs which are specifically prohibited from change:

(Below sections of the Master Declaration appear Deleted by Sept 2010 Amendment, for which the signed, sealed, and recorded original can not, as yet, be located. The original should be filed in the Non-Profit Corporate Binder of Sawgrass at Plum Creek Community Assoc., Inc. However, it is missing and a thorough search has failed to turn it up.)

Article XIII

GENERAL PROVISIONS

1. Enforcement; Rights of the Association.

(b) (5) Any provision in this Declaration notwithstanding:

(i) other than as set forth in this Section 1, the Association shall have no power whatsoever to institute, prosecute, maintain, or intervene in any Proceeding,

(ii) any institution, prosecution, or maintenance of, or intervention in, a Proceeding by the Board without first strictly complying with, and thereafter continuing to comply with, each of the provisions of this Section 1, shall be unauthorized and ultra vires (i.e., an unauthorized and unlawful act, beyond the scope of authority of the Association or of the person(s) undertaking such act) as to the Association, and shall subject any member of the Board who voted or acted in any manner to violate or avoid the provisions and/or requirements of this Section 1 to personal liability to the Association for all costs and liabilities incurred by reason of the unauthorized institution, prosecution, or maintenance of, or intervention in, the Proceeding; and

(iii) **this Section 1 may not be amended or deleted at any time without the express prior written approval of Owners representing not less than seventy-five percent (75%) of the total voting power of Association,** and any purported amendment or deletion of this Section 1, or any portion hereof, without such express prior approval shall be void.

12. Limitation on Liability. Each Owner, by acceptance of a deed to a Unit, acknowledges that this Declaration is made by a Colorado limited liability company as Declarant, and that the Association is a Colorado non-profit corporation. Neither the Association nor the Declarant shall be liable to any Person for any action or failure to act unless the action or failure to act

was not in good faith and was done or withheld with malice. Each Owner agrees to the fullest extent permitted by law that no individual manager, officer, director, committee member, shareholder, partner, employee or representative of the Association or of Declarant shall have any personal liability under or related to this Declaration, the construction of Units and Common Elements, any document executed in connection with the Declaration, or in connection with any arbitration, action, claim or the like which is in any way related to this Declaration, and the construction of the Units and Common Elements. To the extent permitted by the laws of the State of Colorado, each Owner hereby agrees that it shall not sue, assert claims or commence actions at law or in equity against any individual managers, officers, directors, committee members, shareholders, partners, employees or representatives of the Association, Declarant, their affiliates or their respective individual managers, officers, directors, shareholders, partners or employees for any matters arising out of or relating to this Declaration or the Community. The term "affiliate" shall, for purposes of this section, be construed in its broadest sense. If an Owner violates this provision, the Owner shall indemnify and hold the Association and/or Declarant, as the case may be, their affiliates and other respective managers, officers, directors, committee members, shareholders, partners, employees or representatives harmless from any loss, damage, cost or expense, including reasonable attorneys' fees and costs of court, arising out of such breach.

13. No Representations or Warranties . No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant or its agents or employees, in connection with any portion of the Community, or any Improvement, its or their physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in writing.