

DISTRICT COURT, DOUGLAS COUNTY, COLORADO 4000 Justice Way Castle Rock, CO 80104 303-663-7200	
Plaintiffs: CHARLES H. SANFORD, III; and RENAISSANCE HOMES OF SPRING VALLEY LLC, a Colorado limited liability company v. Defendant: CRYSTAL CROSSING HOMEOWNERS ASSOCIATION, INC., a Colorado nonprofit corporation	
▲ COURT USE ONLY ▲	
Attorneys for Plaintiff: James W. Bain, #15506 Brent W. Houston, #27809 Benjamin, Bain & Cohen, LLC 5555 DTC Parkway, Ste. 340 Greenwood Village, CO 80111 Phone: 303-290-6600 Fax: 303-290-8323 E-Mail: jamesbain@bbc-legal.com E-Mail: bhouston@bbc-legal.com	Case No: Div: Ct. Rm.
DISTRICT COURT CIVIL SUMMONS	

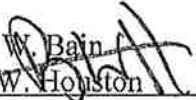
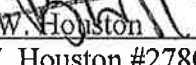
TO THE ABOVE NAMED DEFENDANT: Crystal Crossing Homeowners Association, Inc.
 c/o Registered Agent: Teleos Management Group, 191 University Blvd., #358, Denver, CO
 80206

YOU ARE HEREBY SUMMONED and required to file with the Clerk of this Court an answer or other response to the attached Complaint. If service of the Summons and Complaint was made upon you within the State of Colorado, you are required to file your answer or other response within 21 days after such service upon you. If service of the Summons and Complaint was made upon you outside of the State of Colorado, you are required to file your answer or other response within 35 days after such service upon you. Your answer or counterclaim must be accompanied with the applicable filing fee.

If you fail to file your answer or other response to the Complaint in writing within the applicable time period, the Court may enter judgment by default against you for the relief demanded in the Complaint without further notice.

Respectfully submitted this 10th day of January, 2018.

Filed Via ICCES
Original Signature on File at
Benjamin, Bain & Howard, LLC

s/James W. Bain 
s/Brent W. Houston 
Brent W. Houston #27809

ATTORNEYS FOR PLAINTIFFS

This Summons is issued pursuant to Rule 4, C.R.C.P., as amended. A copy of the Complaint must be served with this Summons. This form should not be used where service by publication is desired.

WARNING: A valid summons may be issued by a lawyer and it need not contain a court case number, the signature of a court officer, or a court seal. The plaintiff has 14 days from the date this summons was served on you to file the case with the court. You are responsible for contacting the court to find out whether the case has been filed and obtain the case number. If the plaintiff files the case within this time, then you must respond as explained in this summons. If the plaintiff files more than 14 days after the date the summons was served on you, the case may be dismissed upon motion and you may be entitled to seek attorney's fees from the plaintiff.

TO THE CLERK: If the summons is issued by the clerk of the court, the signature block for the clerk or deputy should be provided by stamp, or typewriter, in the space to the left of the attorney's name.

DISTRICT COURT Douglas Combined Courts 4000 Justice Way Suite 2009 Castle Rock CO 80109 720-437-6200	DATE FILED: January 10, 2018 CASE NUMBER: 2018CV30045 COURT USE ONLY
Plaintiff: Charles H Sanford III et al Defendant: Crystal Crossing Homeowners Association	
DELAY REDUCTION ORDER (FOR CASES FILED ON OR AFTER JULY 1, 2015)	

This Court is on a delay reduction docket.

- A. For all civil actions, the following deadlines must be met:
1. Service of Process: Returns of service on all defendants shall be filed within 63 days after the date of the filing of the complaint.
 2. Default Judgment: Application for default judgment shall be filed within 35 days after default has occurred.
 3. Trial Setting:
 - a. For actions governed by C.R.C.P. 16, the trial shall be set at the case management conference. Pursuant to C.R.C.P. 16(d)(1), the case management conference shall be held no later than 49 days after the case is at issue. The responsible attorney shall file and serve a notice to set the case management conference no later than 7 days after the case is at issue. The proposed case management order is due no later than 7 days prior to the conference.
 - i. "The responsible attorney" shall mean plaintiff's counsel, if the plaintiff is represented by counsel, or if not, the defense counsel who first enters an appearance in the case.
 - ii. A case shall be deemed at issue when all parties have been served and all pleadings permitted by C.R.C.P. 7 have been filed or defaults or dismissals have been entered against all non-appearing parties, or at such other time as the Court may direct.
 - b. For actions governed by Simplified Procedure under C.R.C.P. 16.1, the responsible attorney shall set the case for trial pursuant to C.R.C.P. 121, 1-6 no later than 42 days after the case is at issue, unless otherwise ordered by the Court.
 - i. "The responsible attorney" shall mean plaintiff's counsel, if the plaintiff is represented by counsel, or if not, the defense counsel who first enters an appearance in the case.

ii. A case shall be deemed at issue when all parties have been served and all pleadings permitted by C.R.C.P. 7 have been filed or defaults or dismissal have been entered against all non-appearing parties, or at such other time as the Court may direct.

- B. A District Court Civil Cover Sheet (JDF 601) shall be filed with all civil complaints.
- C. Plaintiff shall send a copy of this Order to all other parties who enter an appearance, and shall file a certificate of mailing within 14 days following the entry of appearance.
- D. Any attorney entering an appearance in this case who is aware of a related case is ordered to complete and file in this case a document entitled "Information Regarding Case(s)" informing the Court of the related case(s) and stating whether consolidation is appropriate.
- E. If an attorney or pro se party fails to comply with this Order, the Court may dismiss the case without prejudice.

January 11, 2018

BY THE COURT:



Presiding Judge Douglas County

DISTRICT COURT, DOUGLAS COUNTY, COLORADO 4000 Justice Way Castle Rock, CO 80104 303-663-7200	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
Plaintiffs: CHARLES H. SANFORD, III; and RENAISSANCE HOMES OF SPRING VALLEY LLC, a Colorado limited liability company v. Defendant: CRYSTAL CROSSING HOMEOWNERS ASSOCIATION, INC., a Colorado nonprofit corporation	
Attorneys for Plaintiff: James W. Bain, #15506 Brent W. Houston, #27809 Benjamin, Bain & Cohen, LLC 5555 DTC Parkway, Ste. 340 Greenwood Village, CO 80111 Phone: 303-290-6600 Fax: 303-290-8323 E-Mail: jamesbain@bbc-legal.com E-Mail: bhouston@bbc-legal.com	Case No: Div: Ct. Rm.
DISTRICT COURT CIVIL (CV) CASE COVER SHEET FOR INITIAL PLEADING OF COMPLAINT, COUNTERCLAIM, CROSS-CLAIM OR THIRD PARTY COMPLAINT	

1. This cover sheet shall be filed with each pleading containing an initial claim for relief in every district court civil (CV) case, and shall be served on all parties along with the pleading. It shall not be filed in Domestic Relations (DR), Probate (PR), Water (CW), Juvenile (JA, JR, JD, JV), or Mental Health (MH) cases. Failure to file this cover sheet is not a jurisdictional defect in the pleading but may result in a clerk's show cause order requiring its filing.
2. Check one of the following:
 - This case is governed by C.R.C.P. 16.1 because:
 - The case is not a class action, domestic relations case, juvenile case, mental health case, probate case, water law case, forcible entry and detainer, C.R.C.P. 106, C.R.C.P. 120, or other similar expedited proceeding; *AND*
 - A monetary judgment over \$100,000 is not sought by any party against any other single party. This amount includes attorney fees, penalties, and punitive damages; it excludes interest and costs, as well as the value of any equitable relief sought.

This case is not governed by C.R.C.P. 16.1 because (check ALL boxes that apply):

The case is a class action, domestic relations case, juvenile case, mental health case, probate case, water law case, forcible entry and detainer, C.R.C.P. 106, C.R.C.P. 120, or other similar expedited proceeding.

A monetary judgment over \$100,000 is sought by any party against any other single party. This amount includes attorney fees, penalties, and punitive damages; it excludes interest and costs, as well as the value of any equitable relief sought.

Another party has previously indicated in a Case Cover Sheet that the simplified procedure under C.R.C.P. 16.1 does not apply to the case.

NOTE: In any case to which C.R.C.P. 16.1 does not apply, the parties may elect to use the simplified procedure by separately filing a Stipulation to be governed by the rule within 49 days of the at-issue date. See C.R.C.P. 16.1(e). In any case to which C.R.C.P. 16.1 applies, the parties may opt out of the rule by separately filing a Notice to Elect Exclusion (JDF 602) within 35 days of the at-issue date. See C.R.C.P. 16.1(d).

A Stipulation or Notice with respect to C.R.C.P. 16.1 has been separately filed with the Court, indicating:

C.R.C.P. 16.1 applies to this case.

C.R.C.P. 16.1 does not apply to this case.

3. This party makes a **Jury Demand** at this time and pays the requisite fee. See C.R.C.P. 38. (Checking this box is optional.)

Respectfully submitted this 10th day of January, 2018.

*Filed Via ICCES
Original Signature on File at
Benjamin, Bain & Howard, LLC*

s/James W. Bain
s/Brent W. Houston
Brent W. Houston #27809

ATTORNEYS FOR PLAINTIFFS

DISTRICT COURT, DOUGLAS COUNTY, COLORADO 4000 Justice Way Castle Rock, CO 80104 303-663-7200	
Plaintiffs: CHARLES H. SANFORD, III; and RENAISSANCE HOMES OF SPRING VALLEY LLC, a Colorado limited liability company v. Defendant: CRYSTAL CROSSING HOMEOWNERS ASSOCIATION, INC., a Colorado nonprofit corporation	
Attorneys for Plaintiff: James W. Bain, #15506 Brent W. Houston, #27809 Benjamin, Bain & Cohen, LLC 5555 DTC Parkway, Ste. 340 Greenwood Village, CO 80111 Phone: 303-290-6600 Fax: 303-290-8323 E-Mail: jamesbain@bbc-legal.com E-Mail: bhouston@bbc-legal.com	<p style="text-align: center;">▲ COURT USE ONLY ▲</p> Case No: Div: Ct. Rm.
VERIFIED COMPLAINT	

Plaintiffs CHARLES H. SANFORD, III (“Sanford”), and RENAISSANCE HOMES OF SPRING VALLEY, LLC, a Colorado limited liability company (“Renaissance”), by their attorneys Benjamin, Bain & Cohen, LLC, for their Complaint against Defendant, state as follows:

GENERAL ALLEGATIONS

1. Sanford is an individual residing at 2707 E. Willamette Lane, Greenwood Village, CO 80121.

2. Renaissance is a Colorado limited liability company having its principal place of business at 1500 W. Briarwood Avenue, Littleton, CO 80120.

3. Defendant is a Colorado nonprofit corporation with its principal place of business at 191 University Blvd., #358, Denver, CO 80206.

4. Sanford is the owner of the following described real property located in Douglas County, Colorado (“Sanford Lot”):

Lot 50, Heckendorf Ranch Filing No. 1,
County of Douglas, State of Colorado

also known by street address as 216 Castlemaine Place, Castle Rock, CO.

5. Renaissance is the owner of the following described real property located in Douglas County, Colorado (“Renaissance Lot”):

Lot 42, Heckendorf Ranch Filing No. 1,
County of Douglas, State of Colorado

also known by street address as 359 Castlemaine Court, Castle Rock, CO.

6. Defendant is an owner’s association incorporated for the purpose of governing the planned community known as “Crystal Crossing” (“Community”).

7. The Community was created by the Declaration of Covenants, Conditions, and Restrictions of the Planned Community of Crystal Crossing, dated as of September 28, 2005, and recorded in the real property records of Douglas County, Colorado, on September 29, 2005, at reception number 2005093075 (“Declaration”), a copy of which is attached hereto as Exhibit A.

8. Beazer Homes Holdings Corp., a Delaware corporation (“Beazer”), executed the Declaration as “Declarant.”

9. Recital A of the Declaration identifies the “Real Property” owned by the Declarant. The Sanford Lot and the Renaissance Lot (each a “Lot” and collectively the “Lots”) are not part of the Real Property.

10. Recital B of the Declaration identifies certain “Annexable Property” owned by Castle Star Investment Company, LLC, a Colorado limited liability company (“Castle Star”). The Lots are part of the Annexable Property.

11. Castle Star is not named as a “Declarant” in the Declaration and did not execute the Declaration.

12. Section 1.2 of the Declaration provides that “Declarant may make any portion or all of the Annexable Property subject to this Declaration and part of the Community ... upon Declarant’s purchase of such portion of the Annexable Property from Castle Star.” [Emphasis added] Castle Star agreed with Beazer to this provision in the Partial Assignment (defined in paragraph 16 below).

13. Section 1.2 of the Declaration further provides that “Castle Star may make any portion of the Annexable Property to which Castle Star retains ownership ... subject to this Declaration and a part of the Community.” [Emphasis added] In the Partial Assignment, Declarant assigned to Castle Star, and Castle Star assumed, the “right to annex any of the Annexable Property into the Community to which Castle Star has retained ownership, for as long as Castle Star remains the owner of such property as contemplated by the terms of Section 1.2, Section 2.11 and Article XIV hereof.” [Emphasis added]

14. Section 1.3 of the Declaration states, “Declarant declares that the Real Estate and the Annexable Property (upon annexation into the Community) shall be held, sold, and conveyed subject to ... this Declaration ...” [Emphasis added]

15. Section 1.5 of the Declaration provides that the Declaration constitutes a “covenant running with and binding upon the Real Estate.” The Declaration does not provide that the Declaration is binding upon the Annexable Property, except after “annexation into the Community” as provided in Section 1.3.

16. Concurrently with Beazer’s execution of the Declaration, Beazer and Castle Star signed a Partial Assignment of Declarant’s Rights and Acknowledgement and Agreement of Castle Star Investment Co., LLC (“Partial Assignment”), which is attached to the Declaration after the signature page, but was not separately recorded.

17. Under the Partial Assignment, Castle Star consented to Declarant annexing the Lots into the Community on Declarant’s purchase of the Lots, and Beazer assigned to Castle Star, and Castle Star assumed, the right to annex the Lots into the Community “for as long as Castle Star remains the owner” of the Lots.

18. On or about March 28, 2006, Castle Star conveyed the Lots to Renaissance Development Company under a Special Warranty Deed dated March 28, 2006, recorded in the real property records of Douglas County, Colorado, on March 28, 2006, at reception no. 2006025289, a copy of which is attached hereto as Exhibit B. Neither Beazer nor Castle Star acquired the Lots thereafter as evidenced by the deeds in the chains of title of the Lots, copies of which are attached hereto as Exhibit C and Exhibit D (“Deeds”).

19. On July 28, 2008, Beazer recorded a Transfer and Assignment of Declarant Rights dated July 14, 2008, in the real property records of Douglas County, Colorado, at reception number 200805321 (“Assignment of Declarant Rights”), a copy of which is attached hereto as Exhibit E. Pursuant to the Assignment of Declarant Rights, Beazer purported to assign its rights as Declarant under the Declaration to Castle Star. Neither Beazer nor Castle Star owned the Lots at that time as shown by the Deeds.

20. On November 25, 2009, Castle Star recorded a Notice of Annexation of Additional Land to Declaration of Covenants, Conditions and Restrictions of the Planned

Community of Crystal Crossing (Supplemental Annexation) dated November 17, 2009, in the real property records of Douglas County, Colorado, at reception number 2009089524 (“Notice of Annexation”), a copy of which is attached hereto as Exhibit F. The Notice of Annexation purported to make the Lots, and certain other portions of the Annexable Property described in the Declaration, subject to the Declaration. The Deeds confirm Castle Star did not own the Lots at this time.

21. On December 9, 2011, Defendant’s Design Review Committee recorded Design Guidelines and Rules and Regulations of Crystal Crossing Homeowners Association Amended and Approved December 5, 2011 in the real property records of Douglas County, Colorado, at reception number 2011077848 (“Design Guidelines”), a copy of which is attached hereto as Exhibit G. The Design Guidelines purport to apply to the Lots and cite the Notice of Annexation as authority.

22. On May 22, 2017, Defendant’s Design Review Committee recorded Design Guidelines and Rules and Regulations of Crystal Crossing Homeowners Association Heckendorf Ranch Subdivision Filing 1 Amendment Number 1 Dated April 17, 2017, in the real property records of Douglas County, Colorado, at reception number 2017033290 (“Amendment to Design Guidelines”), a copy of which is attached hereto as Exhibit H. The Amendment to Design Guidelines purport to amend the Design Guidelines and apply to the Lots.

**FIRST CLAIM FOR RELIEF
(DECLATORY JUDGMENT)**

23. The pleadings set forth in paragraphs 1 through 22 above are restated in this First Claim for Relief as if fully stated herein.

24. Plaintiffs are entitled to a declaratory judgment that the Lots are not subject to the Declaration, the Design Guidelines, the Amendment to the Design Guidelines, or any other governing document of Defendant and the Lots are not part of the Community because the Lots were not properly made subject to the Declaration.

25. The Lots were not made subject to the Declaration when it was recorded in 2005 because the Lots were not part of the “Real Property” subjected to the Declaration by its terms.

26. The Lots were not made subject to the Declaration by the Assignment of Declarant Rights when it was recorded in 2008. The Assignment of Declarant Rights did not contain provisions purporting to subject the Lots to the Declaration, and even if it did contain such provisions, they would be ineffective because neither Beazer nor Castle Star owned the Lots when the Assignment of Declarant Rights was recorded.

27. The Lots were not made subject to the Declaration by the Notice of Annexation when it was recorded in 2009. The Notice of Annexation does contain provisions purporting to subject the Lots to the Declaration. However, at that time, Castle Star did not own the Lots.

Castle Star had no authority under the Partial Assignment to annex the Lots because the Partial Assignment limited Castle Star's annexation right to Annexable Property "to which Castle Star retained ownership." Further, Castle Star did not acquire the authority to annex Annexable Property it did not own by executing the Assignment of Declarant Rights. Because the Lots were never made subject to the Declaration by their owners, none of the covenants in the Declaration apply to the Lots, including any covenants purporting to permit the Declarant to annex the Lots without consent of their owners.

28. Additionally, the Lots could not be made subject to the Declaration by the Notice of Annexation because it is invalid as a matter of law because it did not contain a reallocation of allocated interests among all units within the Community. C.R.S. § 38-33.3-210(1); *Ryan Ranch Community Assoc 'n, Inc. v. Kelley*, 380 P.3d 137, 145-146 (Colo. 2016).

WHEREFORE, Plaintiffs pray for: (1) a decree the Lots are not subject to the Declaration, the Design Guidelines, the Amendment to the Design Guidelines, or any other governing document of Defendant; (2) the Lots are not part of the Community; and (3) for such other relief as the Court may deem proper.

Respectfully submitted this 10th day of January, 2018.

Filed Via JusticeLink
Original Signature on File at
Benjamin, Bain & Howard, LLC

s/James W. Bain
s/Brent W. Houston
Brent W. Houston #27809

ATTORNEYS FOR PLAINTIFFS

Plaintiffs' Addresses:

Charles H. Sanford, III
2707 E. Willamette Lane
Greenwood Village, CO 80121

Renaissance Homes of Spring Valley, LLC
1500 W. Briarwood Avenue
Littleton, CO 80120

STATE OF COLORADO)
) §
Arapahoe COUNTY)

VERIFICATION

I, CHARLES H. SANFORD, III, being of lawful age and being first duly sworn upon oath, affirm that I have read the foregoing Verified Complaint and swear that the information contained therein is true to the best of my knowledge, information and belief.

Dated: 12/8/17

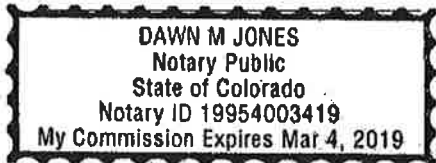
Charles H. Sanford III
CHARLES H. SANFORD, III

The foregoing instrument was subscribed and affirmed before me in the County of Arapahoe, State of Colorado, this 8th day of December, 2017, by Charles H. Sanford, III.

WITNESS my hand and official seal.

My commission expires:

Dawn M Jones
Notary Public



STATE OF COLORADO)
) §
Arapahoe COUNTY)

VERIFICATION

I, JOHN CROWELL, as Manager of Renaissance Homes of Spring Valley, LLC, being of lawful age and being first duly sworn upon oath, affirm that I have read the foregoing Verified Complaint and swear that the information contained therein is true to the best of my knowledge, information and belief..

Dated: 12/15/17



JOHN CROWELL

The foregoing instrument was subscribed and affirmed before me in the County of Arapahoe, State of Colorado, this 15th day of December, 2017, by John Crowell, as Manager of Renaissance Homes of Spring Valley, LLC.

WITNESS my hand and official seal.

My commission expires:

10/18/20



Notary Public

Notary Public

**COURTNEY LEE PRAY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164039844
MY COMMISSION EXPIRES 10/18/20**

DISTRICT COURT, DOUGLAS COUNTY, COLORADO	
4000 Justice Way, Suite 2009 PO Box 1690 Castle Rock, Colorado 80109	
CHARLES H. SANFORD, III; and RENAISSANCE HOMES OF SPRING VALLEY LLC, a Colorado limited liability company,	
Plaintiffs,	
v.	
CRYSTAL CROSSING HOMEOWNERS ASSOCIATION, INC., a Colorado nonprofit corporation	
Defendant.	
<i>Attorneys for Defendant</i> J. Andrew Nathan, Reg. No. 3295 Nicholas C. Poppe, Reg. No. 47507 NATHAN DUMM & MAYER P.C. 7900 E. Union Avenue, Suite 600 Denver, CO 80237-2776 Phone Number: (303) 691-3737 Email: ANathan@ndm-law.com NPoppe@ndm-law.com	
ENTRIES OF APPEARANCE	
▲ COURT USE ONLY ▲	
Case Number: 2018CV30045 Div.: Ctrm:	

The law firm of NATHAN DUMM & MAYER P.C., and attorneys J. Andrew Nathan and Nicholas C. Poppe, hereby enter their appearance on behalf of Defendant, Crystal Crossings Homeowners Associations, Inc., a Colorado non-profit corporation, in the above captioned civil action.

Respectfully submitted,

NATHAN DUMM & MAYER P.C.

s/ Nicholas C. Poppe

J. Andrew Nathan, #3295

Nicholas C. Poppe, #47507

Attorneys for Defendant

CERTIFICATE OF SERVICE

I hereby certify that on this 7th day of February, 2018, a true and correct copy of the foregoing **ENTRIES OF APPEARANCE** was served via the State of Colorado's ICCES e-filing system upon each of the following:

James W. Bain, #15506
Brent W. Houston, #27809
Benjamin, Bain & Cohen, LLC
5555 DTC Parkway, Ste. 340
Greenwood Village, CO 80111
Phone: 303-290-6600
Fax: 303-290-8323
jamesbain@bbc-legal.com
bhouston@bbc-legal.com

s/Kaitlyn Barr _____

Kaitlyn Barr

NATHAN DUMM & MAYER P.C.

DISTRICT COURT, DOUGLAS COUNTY, COLORADO 4000 Justice Way, Suite 2009 PO Box 1690 Castle Rock, Colorado 80109	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>	
CHARLES H. SANFORD, III; and RENAISSANCE HOMES OF SPRING VALLEY LLC, a Colorado limited liability company, Plaintiffs, v. CRYSTAL CROSSING HOMEOWNERS ASSOCIATION, INC., a Colorado nonprofit corporation Defendant.		Case Number: 2018CV30045 Div.: Ctrm:
<i>Attorneys for Defendant</i> J. Andrew Nathan, Reg. No. 3295 Nicholas C. Poppe, Reg. No. 47507 NATHAN DUMM & MAYER P.C. 7900 E. Union Avenue, Suite 600 Denver, CO 80237-2776 Phone Number: (303) 691-3737 Email: ANathan@ndm-law.com NPoppe@ndm-law.com		<p style="text-align: center;">MOTION FOR EXTENSION OF TIME TO SUBMIT RESPONSIVE PLEADING</p>

Crystal Crossing Homeowners Association (“HOA”), by and through its attorneys at Nathan Dumm & Mayer P.C., hereby submits its Motion for Extension of Time to Submit a Responsive Pleading with supporting authority as follows:

CONFERRAL PURSUANT TO COLO. CIV. R. P. 121

The undersigned conferred by telephone with counsel for the Plaintiffs on February 7, 2018. Opposing counsel, while willing to agree to a ten day extension, objects to a twenty-one day extension of time to file a responsive pleading.

MOTION

1. The HOA was served with Plaintiffs' Complaint on January 20, 2018. The HOA's responsive pleading is due on February 12, 2018.

2. Undersigned counsel was formally retained by the HOA on February 6, 2018.

3. This case involves a number of lengthy and complex homeowner's association documents and declarations, along with substantial design review guidelines. Given the undersigned's recent retention, they will not have sufficient time to review all of the relevant documents and prepare a responsive pleading by February 12.

4. Also, a representative of one of the Plaintiffs filed a regulatory complaint against the HOA alleging disability discrimination. While the Colorado Civil Right Division has already issued a determination of no probable cause, the Plaintiff's representative filed an appeal with the CCRD. A response brief from the HOA in that matter is due on February 14, 2018. Thus, the undersigned efforts must further be divided between preparing a responsive pleading in this case and an appeal brief in the regulatory matter.

5. A ten day extension is insufficient time to prepare a responsive pleading given the CCRD matter, the volume of the records necessary for review in this action, the investigation and legal research necessary, and then the drafting of a responsive pleading.

6. A twenty-one day extension will not unreasonably delay the disposition of this matter and will not prejudice any party. Furthermore, the extension is necessary for the undersigned to fulfill its professional obligations in ascertaining the facts of this matter.

7. Undersigned counsel certifies that they have served a copy of this motion on their clients.

WHEREFORE, the HOA respectfully requests the Court grant it a twenty-one day extension, up to and including March 5, 2018, in which to file a responsive pleading.

Respectfully submitted,

NATHAN DUMM & MAYER P.C.

s/Nick Poppe

J. Andrew Nathan, #3295

Nicholas C. Poppe, #47507

Attorneys for Defendant

CERTIFICATE OF SERVICE

I hereby certify that on this 8th day of February, 2018, a true and correct copy of the foregoing **MOTION FOR EXTENSION OF TIME** was served via the State of Colorado's ICCES e-filing system upon each of the following:

James W. Bain, #15506
Brent W. Houston, #27809
Benjamin, Bain & Cohen, LLC
5555 DTC Parkway, Ste. 340
Greenwood Village, CO 80111
Phone: 303-290-6600
Fax: 303-290-8323
jamesbain@bbc-legal.com
bhouston@bbc-legal.com

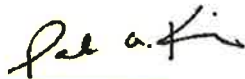
s/Nick Poppe

Nicholas Poppe

DISTRICT COURT, DOUGLAS COUNTY, COLORADO	
Court Address: 4000 Justice Way, Castle Rock, CO, 80109-7546	
Plaintiff(s) CHARLES H SANFORD, III et al.	DATE FILED: March 7, 2018 11:54 AM CASE NUMBER: 2018CV30045
v.	
Defendant(s) CRYSTAL CROSSING HOMEOWNERS ASSOCIATION	
△ COURT USE ONLY △	
Case Number: 2018CV30045	
Division: 1	Courtroom:
Order: Order Entering Declarations and Dismissal of Case with Prejudice	

The motion/proposed order attached hereto: GRANTED.

Issue Date: 3/7/2018



PAUL A KING
District Court Judge

DISTRICT COURT, DOUGLAS COUNTY, COLORADO 4000 Justice Way, Suite 2009 PO Box 1690 Castle Rock, Colorado 80109	<div style="text-align: center;"> <p>▲ COURT USE ONLY ▲</p> <p>Case Number: 2018CV30045 Div.: 1 Ctrm:</p> </div>
CHARLES H. SANFORD, III; and RENAISSANCE HOMES OF SPRING VALLEY LLC, a Colorado limited liability company, Plaintiffs, v. CRYSTAL CROSSING HOMEOWNERS ASSOCIATION, INC., a Colorado nonprofit corporation Defendant.	
<i>By the Court</i>	
ORDER ENTERING DECLARATIONS AND DISMISSAL OF CASE WITH PREJUDICE	

THIS MATTER, having come before the Court on the parties' Joint Stipulation for Entry of Declarations and Dismissal with Prejudice, and the Court being fully advised in the premises, hereby enters the following declarations as an Order of the Court:

1. Lot 50, Heckendorf Ranch Filing No. 1, County of Douglas, State of Colorado ("Lot 50"), and Lot 42, Heckendorf Ranch Filing No. 1, County of Douglas, State of Colorado ("Lot 42"), are not subject to any of the following: (i) the Declaration of Covenants, Conditions, and Restrictions of the Planned Community of Crystal Crossing, dated as of September 28, 2005,

and recorded in the real property records of Douglas County, Colorado, on September 29, 2005, at reception number 2005093075 (“Declaration”); (ii) , the Design Guidelines and Rules and Regulations of Crystal Crossing Homeowners Association Amended and Approved December 5, 2011, and recorded in the real property records of Douglas County, Colorado, on December 9, 2011, at reception number 2011077848; (iii) the Design Guidelines and Rules and Regulations of Crystal Crossing Homeowners Association Heckendorf Ranch Subdivision Filing 1 Amendment Number 1 Dated April 17, 2017, and recorded in the real property records of Douglas County, Colorado, on May 22, 2017, at reception number 2017033290 , or (iv) any other governing document of Crystal Crossing Homeowners Association, Inc. (“HOA”);

2. Lot 50 and Lot 42 are not part of the common interest community known as “Crystal Crossing” that was created by the Declaration; and

3. All assessments made by the HOA against Lot 50 and Lot 42, not already paid, and all assessment liens accruing therefrom are void.

The Court hereby DISMISSES this matter and all related claims, WITH PREJUDICE, each party to bear their own attorney’s fees and costs.

DONE this ____ day of _____, 2018.

District Court Judge