



COUNTY COURT, COUNTY OF ARAPAHOE, STATE OF COLORADO 1790 W. Littleton Blvd. Littleton, CO 80120	<div style="text-align: center;">  COURT USE ONLY  </div> <hr/> Case No.: Division:
Plaintiff: THE SOUTHPARK OWNERS ASSOCIATION, INC. a Colorado non-profit corporation, v. Defendants: TRIPLE J ARMORY, INC., a Colorado corporation; PARKLANE BUSINESS PARK, an unincorporated association, RHR INVESTMENT, LLC, a Colorado limited liability corporation and SOUTHPARK LANE, LLC, a Colorado limited liability corporation.	
Attorney for Plaintiff: MAX MINNIG, JR. & ASSOCIATES, LLC Max A. Minnig, Jr., Atty. Reg. #16970 3617 Eaton Street Denver, Colorado 80212 303-825-2088 maxminnig@aol.com	
VERIFIED COMPLAINT FOR INJUNCTIVE RELIEF FOR BREACH OF RESTRICTIVE COVENANTS	

Plaintiff, The SouthPark Owners Association, Inc. a Colorado nonprofit corporation (“Association”), acting on behalf of the Association’s Board of Directors, through its attorneys, Max Minnig, Jr. & Associates, LLC, for its Verified Complaint for Injunctive Relief for Breach of Restrictive Covenants, pursuant to C.R.C.P. Rule 365(c), complains as follows:

1. The SouthPark Owners Association (the “Association”) is a Colorado non-profit corporation in good standing charged with certain duties of management, maintenance and care of the Association’s property and charged with the duty of performing the obligations as set forth in that certain Second Amended and Restated Declaration of Covenants of The SouthPark

Association, recorded in the office of the Clerk and Recorder of Arapahoe County on July 13, 1992 at Reception Number 9200073858 (“Declarations”), a copy of which is attached hereto as **Exhibit 1** and incorporated herein by this reference, as well as the Rules and Regulations of the Association, available on the Association’s website, a copy of which is attached hereto as **Exhibit 2**, and is generally included in the reference to the Declarations, as well as all of the Association’s recorded governing documents and documents identified on the Association’s website, throughout this Complaint.

2. The Defendant Triple J Armory, Inc. (“Triple J”) is a Colorado corporation in good standing and is the developer/operator/owner of the proposed gun store and shooting range located at 8152 SouthPark Lane, Littleton, CO 80120, in the County of Arapahoe, State of Colorado, which change of use and improvement construction is the basis of this action.

3. The Defendant Parklane Business Park, (“Parklane”) through its Grant of Reciprocal Easement and Declaration of Covenants (the “Reciprocal Agreement”), recorded in the Arapahoe County Clerk & Recorder’s Office on January 3, 2003, reception #B3001613, a copy of which is attached hereto as **Exhibit 3**, is an unincorporated association consisting of the two properties located at 8122 SouthPark Lane, Littleton, CO 80120 (“Parcel 1”) and 8152 SouthPark Lane, Littleton, CO 80120 (“Parcel 2”). By its terms, the Reciprocal Agreement requires that the two properties are to be treated as one by the Association, reinforce the applicability of the Declarations as to the properties, and requires compliance with the terms of the Reciprocal Agreement and the Declarations.

4. The Defendant RHR Investment, LLC (“RHR Investment”) is a limited liability corporation in good standing and is the owner of record of property and improvements located at 8122 SouthPark Lane, Littleton, CO 80120, located in the County of Arapahoe, State of Colorado (“Parcel 1”).

5. The Defendant SouthPark Lane, LLC (“SouthPark Lane”) is a limited liability corporation in good standing and is the owner of record of property and improvements located at 8152 SouthPark Lane, Littleton, CO 80120, located in the County of Arapahoe, State of Colorado (“Parcel 2”). Parcel 2 is the property on which Triple J is developing a gun store and range.

6. Jurisdiction is proper in the County Court because this is an action to enforce restrictive covenants and because venue is proper as set forth below, pursuant to C.R.S. §§13-6-103 and 13-6-105.

7. Venue is proper in the County of Arapahoe because this action concerning ownership and use of real property located in the County of Arapahoe, State of Colorado, pursuant to C.R.C.P. Rule 398(a).

8. The Association’s community is a covenant controlled community. All Properties herein are subject to the terms and provisions of the Declarations.

9. The Architectural Control Committee (“ACC”) established by the Declarations has a right and duty to review and approve all plans and specifications and other required elements of any structure or improvement or change of use whatsoever made on property subject to the Declarations, following policies and procedures approved by the Board of Directors for the Association. Such approval is then subject to final approval by the Board of Directors of the Association.

First Claim for Relief
**(Failure of Submission and Approval of a Change of Use
and Construction of Improvements by
Defendants Triple J and SouthPark Lane)**

10. Neither Defendant Triple J as the developer or Defendant SouthPark Lane, both individually and collectively have failed to submit the specifications and plans for review for a change of use or construction of improvements by the ACC or the Board of Directors of the Association, such review including but not limited to the health and welfare of all members of the Association, parking, noise, noxious fumes, compatibility with the neighborhood and other elements as defined by the Declarations or as developed by Plaintiff within its discretion

12. The Association has sent a Cease and Desist Letter dated August 2, 2018 to each of the Defendants. Construction has continued.

13. The Association is entitled to enforce its covenants and require proper submission and approval before any such change of use and improvement construction. The necessity of

such submittal and approval has been regularly communicated to Defendants Triple J and Defendant SouthPark Lane by both the Association and the City of Littleton.

14. The Association is entitled to a restraining order or injunction from this Court requiring the submission and approval of the Association as to the change of use and construction of improvements before any further construction or operation of a retail gun store or gun range.

15. The Association is entitled to a restraining order or injunction from this Court to enter the property at issue to monitor such cessation of construction and operation and seek all expenses associated with such monitoring.

16. The Association has no plain speedy or adequate remedy at law and will suffer real, immediate and irreparable harm if such an order is not issued.

17. Entry of such an order will not disturb the public interest.

Second Claim for Relief
(Failure to Receive Approval of Sub-association for Change of Use and Construction of Improvements – All Defendants)

18. The Reciprocal Agreement requires that the Association treats both property owners as one, and creates recorded contractual rights between the property owners. Moreover the

Reciprocal Agreement reasserts the requirements of the Declarations, particularly as to approval of the change of use and improvement construction by the Association.

19. Approval by any sub-association, which is either the Defendant Parklane Business Park or the nature of the recorded contractual relationship between the property owners is received by the Defendants. All of the Defendants have a real property interest in the subject of this litigation.

20. Proceeding with the Change of Use and Improvement Construction without the approval of the Parklane Business Park is a violation of the Declarations, the Reciprocal Agreement, and/or the policies and procedures of the Association as to the approval process.

21. The Association is entitled to a restraining order or injunction from this Court requiring the approval of either the Parklane Business Park or both of the property owners as to the change of use and construction of improvements before any further construction or operation of a retail gun store or gun range.

22. The Association is entitled to a restraining order or injunction from this Court to enter the property at issue to monitor such cessation of construction and operation and seek all expenses associated with such monitoring.

23. The Association has no plain speedy or adequate remedy at law and will suffer real, immediate and irreparable harm if such an order is not issued.

24. Entry of such an order will not disturb the public interest.

Third Claim for Relief
(Reimbursement for Reasonable Attorney Fees and Costs Incurred)

25. The Association is entitled to reimbursement for collection costs and reasonable attorney fees and costs incurred by the Association to enforce the Declarations in this action.

26. Article 6, Section 3 of the Declaration states “In any legal or equitable proceeding for the enforcement hereof or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay the reasonable attorneys’ fees of the prevailing party or parties in an amount fixed by the Court in such proceedings”.

27. The Association has incurred costs and reasonable attorney fees to enforce the Declaration based on the Defendant(s)’ violation(s) and request judgment therefore.

WHEREFORE, Plaintiff SouthPark Owners Association prays for judgment as requested herein.

Dated: August 13, 2018

/S/ Max A. Minnig, Jr.
Max A. Minnig, Jr., Atty. Reg. #16970
MAX MINNIG, JR. & ASSOCIATES, LLC

Address of Plaintiff:
The South Park Owners Association

c/o Max Minnig, Esq.
3617 Eaton Street
Denver, CO 80212
Telephone Number: (303) 825-2088

VERIFICATION

STATE OF COLORADO)
) SS.
COUNTY OF ARAPAHOE)

The undersigned, as authorized agent for Plaintiff The SouthPark Owners Association, being sworn, says that the facts set forth in the foregoing **VERIFIED COMPLAINT FOR INJUNCTIVE RELIEF FOR BREACH OF RESTRICTIVE CONVENANTS** are true to the best of his knowledge, information and belief.

Channing Odell, Manager

Subscribed and sworn to before me this ____ day of August, 2018, by _____,
as authorized agent for Plaintiff The South Park Owners Association.

My commission expires: _____.

Notary Public

(SEAL)

CERTIFICATE OF SERVICE

I hereby certify that on this _____ day of August, 2018, a true and correct copy of the foregoing **VERIFIED COMPLAINT FOR INJUNCTIVE RELIEF FOR BREACH OF RESTRICTIVE COVENANTS** was served on all necessary parties by delivering a correct copy of the same via ICCES and/or in the manner indicated below, address to the following:

/S/ Max A. Minnig, Jr. _____
Max A. Minnig, Jr