

VR-12-002
✓ HOA minutes
Recorded



16605 Dancing Wolf Way, Colorado Springs, CO 80908

*719-337-8124 or 719-440-5390 * dancingwolfestates.com *

Minutes of Annual HOA Meeting

Date 18 Jan 2022

The following minutes were recorded for the yearly HOA meeting for Dancing Wolf Estates, a forty acre PUD subdivision located on the Northeast Corner of Hodgen and HWY 83 following a Vacation/Replat and PUD amendment by the El Paso Board of County Commissioners in December 2021 :

First:

Covenants were amended as follows

13: ANTENNAS NUISANCES RUBBISH & VEHICLES: Shall be amended to include long term or short term rentals of homes are allowed as long as rentals abide by the covenants. Additionally allowed are predominately garage-contained storage and repair of vehicles and machines.

Second

Clarification on Water Usage, amounts and augmentation were recorded with amended covenants and clarification on Septic Systems were recorded with amended covenants

Signed	<u>John Braligher</u>	Parcel Number	<u>Lots 6 & 7</u>
Signed	<u>[Signature]</u>	Parcel Number	<u>Lots 6 & 7</u>
Signed	<u>David McElhoes</u>	Parcel Number	<u>Lots 1,2 DWE & Lot 2 DWE III</u>
Signed	<u>Alyce McElhoes</u>	Parcel Number	<u>Lots 1,2 DWE & Lot 2 DWE III</u>
Signed	<u>Joshua Fuson</u>	Parcel Number	<u>Lot 1 DWE III</u>
Signed	<u>Ruth Fuson</u>	Parcel Number	<u>Lot 1 DWE III</u>
Signed	<u>Bobby Tello</u>	Parcel Number	<u>Lot 3 DWE</u>

AMENDED COVENANTS ORIGINAL RECEPTION # 097003106
Declaration of Amended Protective Covenants, Conditions, Restrictions
Easements and Charges
Dancing Wolf Estates
State of Colorado, County of El Paso

The following are amendment to the original covenants which were recorded in El Paso County under reception # 097003106, 099037282 and 215133374.

Original Covenant Items Shall be Amended As Follows:

13: ANTENNAS NUISANCES RUBBISH & VEHICLES: Shall be amended to include long term or short term rentals of homes are allowed as long as rentals abide by the covenants. Additionally allowed are predominately garage-contained storage and repair of vehicles and machines.

15: WATER SUPPLY & WATER AUGMENTATION PLAN: Shall be amended as follows: The source of water supply for each lot shall be an individual well located on each lot. Each lot owner shall be responsible for either obtaining the respective well permit previously obtained by the Declarant from the State Engineer, or obtaining a well permit directly from the State Engineer. Each lot's source of ground water is from individual well by well permit granted to the lot owner for the lower Dawson aquifer. A totalizing flow meter is required on each well, identifying the well permit for it. It is the lot owner's and their successor's responsibility to maintain the well and well meter in good condition, and it is the Association's responsibility to collect and record monthly usage for all wells. An annual report on usage is to be provided to Water Division I and State Engineer. The DWEHOA is responsible for keeping such records and complying with the reporting requirements for the court decrees from Water Division 1, Case No. 94CW198, 99CW065, and 2018CW3006. Court Case No. 94CW198 stipulates, among its requirements, that the total withdrawals for Dancing Wolf Estates is not to exceed 1200 AC-FT over 100 years, starting May 6, 1996 (the date the decree was recorded and filed). At the time the original covenants were recorded, water rights of an annual amount of 0.20 AC-FT in the Arapahoe aquifer and 11.8 AC-FT in the Laramie-Fox Hills aquifer have been deeded by Declarant and duly recorded (reception number 097003107 and 099037281) to the benefit of the Association to meet any post-pumping demand over an additional 200 years. Such water rights may be used to augment deficiencies, if any.

More specifically, the following applies for water supply and water augmentations plans in Dancing Wolf Estates (DWE):

Residential Water Use: Each residential lot within Dancing Wolf Estates shall have individual wells that are annually limited to 0.57AC-FT. This is approximately 508 gallons per day and allows for stock watering of up to 4 horses (0.07 AC-FT/year) ----excepted are the lots under 5 acres which have limited stock watering per covenants recording under reception number 099037282, irrigation limitations of 3,500 square feet, and all domestic uses.

Commercial Water Use: The commercial lot within Dancing Wolf Estates IV (DWE IV) shall be allotted 150 acre-feet (0.50 AF/year) of the Dawson aquifer and 690 acre-feet (2.3 AC-FT/year) of the Denver aquifer.

300 Year Water Reserve for El Paso County: These covenants shall also reserve for Dancing Wolf Estates IV 684 acre-feet of not nontributary Dawson aquifer water pursuant to Court Case No 94CW198, 492 acre-feet of Dawson aquifer water pursuant to Court Case No. 18CW3006, and 690 acre-feet of not nontributary Denver aquifer water to satisfy El Paso County's 300-year water supply requirements for the 7 lots of the Dancing Wolf Estates IV vacation and replat. These Covenants further identify that 171 acre-feet (0.57 AF/year) of Dawson aquifer water is allocated to each residential lot, that 150 acre-feet (0.5 AF/year) of Dawson aquifer water is allocated to the commercial lot and that 690 acre-feet (2.3 AF/year) of Denver aquifer is allocated to the commercial lot, equating to 6.22 acre-feet annually for the subdivision for a period of 300 years, for a total of 1,866 Acre-feet for the 7 lot subdivision of DWE IV. This water shall not be separated from transfer of title to the Property and shall be used exclusively for primary and replacement supply. Furthermore, applicant and its successor and assigns further reserve and record with these covenants an additional 692 acre-feet of water in the Arapahoe aquifer from Case No 99CW065 for the commercial lot and an additional 888 acre-feet of water in the Arapahoe aquifer from Case No. 2018CW3006 for the commercial and residential lots in DWE IV for the benefit of the Associations to meet any post-pumping demand over an additional 200 years. Pursuant to the augmentation plans, this water shall not be separated from transfer of title to the Property and shall be used exclusively for augmentation supply. Applicant shall convey by recorded warranty deed these reserved Arapahoe and Laramie-Fox Hills aquifer water rights to the DWEHOA for the benefit of the Association to meet any post-pumping demand over an additional 200 years. Such water rights may be used to augment deficiencies, if any.

Requirements for the sale of any residential lots in Dancing Wolf Estates IV shall convey water rights via a recorded special warranty deed that specifies the obligations of the purchaser and assigns of any lot associated with water decrees Court Case No. 94CW198, 99CW065, and 2018CW3006. See attached Exhibit A.

Requirements for the sale of the commercial lot in Dancing Wolf Estates IV shall convey water rights via a recorded special warranty deed that specifies the obligations of the purchaser and assigns of any lot associated with water decrees Court Case No. 94CW198, 99CW065, and 2018CW3006. See attached Exhibit B.

Furthermore, it is the Association's and the lot owner's responsibility to abide by the stipulations of the court decrees. Administration and maintenance, including initial and on-going costs which includes pumping of the Dawson or Denver wells in a manner to replace depletions during pumping and the cost of drilling Laramie-Fox Hills or Arapahoe aquifer wells in the future to replace post-pumping depletions, for such augmentation is the Association's responsibility, which is owned by all the property owners their successors and assigns in Dancing Wolf Estates, all filings. Further, successors and assigns shall be responsible for any metering and data collecting that may be required regarding water withdrawals from existing or future wells in the Dawson, Denver aquifers and any that may be constructed in the Laramie-Fox Hills and Arapahoe aquifers. The Association has authority to enforce compliance. Failure of either lot owners or the Association or Declarant to comply with the terms of the decrees in Water Division 1, Case No. 94CW198, 99CW065, and 18CW3006, may result in an order of the Division Engineer to curtail pumping of the lot owners'

wells. In the event that post-pumping augmentation is no longer required as specified by the decree, the Associations shall convey by special warranty deed such rights back to the Declarant.

15A. Shall be Added: Added as follows: All water rights referenced herein shall be explicitly conveyed; however, if a successor lot owner fails to explicitly convey the water rights, such water rights shall be deemed intended to be conveyed pursuant to the appurtenance clause in any deed conveying said lot, whether or not the plan for augmentation in Colorado Water Division 1 Court Cases Nos. 94CW198, 99CW065, and 2018CW3006 and the water rights therein are specifically referenced in such deed. The water rights so conveyed shall be appurtenant to the lot with which they are conveyed, shall not be separated from the transfer of title to the land, and shall not be separately conveyed, sold, traded, bartered, assigned or encumbered in whole or in part for any other purpose. Such conveyance shall be by special warranty deed, but there shall be no warrant as to the quantity or quality of water conveyed, only as to the title.

Colorado Water Division 1 Court Case Nos. 94CW198, 99CW065, and 2018CW3006 allocations, acre-feet amounts and withdrawal numbers will supersede any numbers in these covenants, should there be any discrepancies between the two documents.

15B. Septic Systems: Added as follows: Each lot in Dancing Wolf Estates, all filings, is required to use a non-evaporative septic systems to ensure that return flows from such systems are made to the stream system to replace actual depletions during pumping, and shall reserve said return flows to replace depletions during pumping. Return flows shall not be separately sold, traded or assigned, or used for any other purpose. Each residential lot served by a Dawson aquifer well shall have an occupied single-family dwelling that is generating return flows from a non-evaporative septic system before any irrigation or animal watering is allowed from the well. Return flows shall only be used for replacement purposes, shall not be separated from the transfer of title to the land, and shall not be separately conveyed, sold, traded, bartered, assigned or encumbered in whole or in part for any other purpose.

17A: Additions to TERMS OF COVENANTS: The following shall be added to the terms of the covenants and shall apply to all filings of Dancing Wolf Estates:

Notwithstanding any provisions herein to the contrary, no changes, amendments, alterations or deletions to the Covenants may be made which would alter, impair, or in any manner compromise the water supply for the Dancing Wolf Estates IV vacation and replant and pursuant to the plans for augmentation in Colorado Water Division 1 Court Cases Nos. 94CW198, 99CW065 and 18CW3006. Further written approval of any such proposed amendments must first be obtained from the El Paso County Planning and Community Development Department, and as may be appropriate, by the Board of County Commissioners of El Paso County, after review by the County Attorney's Office. Any amendments must be pursuant to a Decree for the Water Court approving such amendment, with prior notice to the El Paso County Planning and Community Development Department for an opportunity for the County to participate in any such adjudication.

These covenants shall not terminate unless the requirements of the plans for augmentations in Colorado Water Division 1 Court Case Nos. 94CW198, 99CW065 and 18CW3006 are also terminated by order of the Water Court, and a change of water supply is approved in advance of termination by the Board of County Commissioners of El Paso County.

Exhibit A

**SPECIAL WARRANTY DEED
For property ownership transfer in Dancing Wolf Estates IV**

_____, (Grantor(s)), whose street address is _____, City or Town of _____
_____, County Of El Paso and State of Colorado, for the consideration of ten dollars, (\$), in hand paid, hereby sell(s) and
convey(s) to (Grantee(s)) as _____ joint tenants, __ tenants in common, _____, whose
street address is _____, City or Town of _____ County of _____ and _____ State
_____ of _____

_____, the following real property in the County of El Paso and State of Colorado, to wit:

known as: _____ Colorado Springs, Colorado 80908_

Street Address

Legal Address is: _____

AND the following applicable water rights that run with the land and cannot be separated from the land

This instrument is conveying the entire amount of water of 171 acre-feet (0.57 AF/year) of water in the Dawson
aquifer pursuant to following water decree(s)_____.

These water rights conveyed, and the return flows there from, are intended to provide a 300-year supply, and
replacement during pumping, for each of the 7 lots of the Dancing Wolf Estates IV vacation and replat. The water
rights so conveyed and the return flows therefrom shall be appurtenant to each of the respective lots with which they
are conveyed, shall not be separated from the transfer of title to the land, and shall not be separately conveyed, sold,
traded, bartered, assigned or encumbered in whole or in part for any other purpose.

There shall be no warranty as to the quantity or quality of water conveyed, only as to the title.

Signed this _____ day of _____, 20 _____.

GRANTOR(S):

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

The foregoing instrument was acknowledged before me this _____ day of _____, 20 __, by _____

Witness my hand and official seal. My
commission expires:

SPECIAL WARRANTY DEED
For property ownership transfer in Dancing Wolf Estates IV, Lot 1

**Witness my hand and official seal. My
commission expires:**