

Chuck Broerman  
05/22/2020 10:19:15 AM  
Doc \$0.00  
Rec \$23.00

El Paso County, CO



3  
Pages 220070553

Amendment to  
Declaration of Protective Covenants  
WALDEN PRESERVE FILING NO. 1  
And  
ADDITION OF WALDEN PRESERVE 2 FILING NO.4

State of Colorado  
County of El Paso

- A. WHEREAS, Custom Castles, Inc., as “Declarant,” by Declaration of Protective Covenants dated August 2<sup>nd</sup>, 2005 and recorded August 9, 2005, at reception number 205122348 in the records of the Clerk and Recorder of El Paso County, Colorado, and “Amendment to Declaration of Protective Covenants Walden Preserve Filing No. 1 and Addition of Walden Preserve Filing No. 2” dated November 16, 2012 and recorded in the records of the Clerk and Recorder of El Paso County, Colorado at reception number 212137689 and “Amendment to Declaration of Protective Covenants Walden Preserve Filing No. 1 and Addition of Walden Preserve 2 Filing No. 1” recorded at reception number 212137689 and “Amendment to Declaration of Protective Covenants Walden Preserve Filing No. 1 And Addition of Walden Preserve 2 Filing No. 2” recorded at reception number 215068490; and “Amendment to Declaration of Protective Covenants Walden Preserve Filing No. 1 and Addition of Walden Preserve 2 Filing No. 3” recorded at reception number 215068494 (collectively the “Protective Covenants” which term shall also include any amendments thereto) submitted certain property described therein to such covenants and restrictions; and
- B. WHEREAS, in Section 22 of such Protective Covenants the Declarant reserved unto itself the right to amend such Protective Covenants; and
- C. WHEREAS, the Walden Preserve 2 Filing No. 4 is adjacent to land already covered by the Protective Covenants; and
- D. WHEREAS, Custom Castles Building Company, Inc. is the owner of the land described as Walden Preserve 2 Filing No.4, El Paso County, Colorado and is also the Declarant;

ADDITION OF WALDEN PRESERVE 2 FILING NO. 4

NOW THEREFORE, in consideration of the acceptance hereof by the several purchasers and grantees (his, her, their or its heirs, executors, administrators, personal

representatives, successors and assigns, and all persons or concerns claiming by, through or under such grantees) of deeds to Lots, said Declarant hereby declares to and agrees with each and every person who shall be or shall become Owner of any of Lots 1 through 23, Walden Preserve 2 Filing No. 4, in addition to the ordinances of the County of El Paso, Colorado, that they shall be and are hereby bound by the Protective Covenants and that the property described as Walden Preserve 2 Filing No.4, El Paso County, Colorado shall be held and enjoyed subject to and with the benefit and advantage of the Protective Covenants as if fully set forth herein.

## COMMON DRIVEWAYS

E. Architectural Design and Requirements: (9) Driveways: is amended by adding at new provisions as follows:

Common Driveways. Easements are hereby granted and shall be as shown on the recorded Final Plat for the benefit of the Lots as designated on the Final Plat, for vehicular and non-vehicular ingress and egress. The Owner of a Lot may construct a paved driveway on the common access easement. The burdened Lot Owner may use the Lot, but may not construct fences, or place any other obstructions on their property which would prevent or reasonably impede vehicular or other travel across those portions of their Lot shown on the recorded Final Plat as a common access easement. The common access easements are not common elements and except as set forth herein specifically, the association shall have no interest therein.

Common driveways serving multiple Lots shall be maintained as follows.

- a) The Owners of Lots which share a Common Driveway shall make their own arrangements for snow removal, and may share in such arrangements as they may agree. Snow removal is not considered maintenance for purposes of the following paragraphs.
- b) The "Common Portion" of each driveway on the common access easement shall be the portion from the pavement of the public road to where the driveway serves only one Lot. The portion of the driveway that serves only that Lot is not part of the Common Portion. The Declarant may initially install the Common Portion of the common driveway, with or without pavement, including the associated drainage structure(s).
- c) No Lot Owner shall be responsible for maintaining the Common Portion until the start of construction of a residence on such Lot.
- d) The portion of the driveway not included in the Common Portion shall be maintained by the individual Owner of the Lot served. Except as may be otherwise stated in the Covenants, each of the Lot Owners whose Lot is served by the Common Portion shall be responsible for, and shall share equally in the cost of, maintaining the Common Portion (including any portion initially installed by the Declarant). Each of the Lot Owners served by a particular Common Portion may initiate a request for maintaining the Common Portion. If the Owners of a majority of such Lots agree, then such Initiating Lot Owner may cause such maintenance to be done and request reimbursement for the proportionate share from the other Lot Owners served by the Common Driveway, and shall include with such request for reimbursement evidence that such expense has been paid. If such reimbursement is not provided within 30 days, the Initiating Lot Owner may request the association to assess the non-reimbursing Lot a special Assessment (i.e. only

