



**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND
RESTRICTIONS
For the Cordero Minor Subdivision**

Angel E Cordero (Declarant) is the sole owner of real property more particularly described a tract of land being a portion of SE1/4 of the NE1/4 of Section 1, Township 14 South, Range 63 West of the 6th Principal Meridian, in El Paso County, known by street address as 2020 N Ellicott Hwy, Calhan CO 80808, and depicted on the Exhibit A draft Plat, attached hereto and incorporated by this reference generally known as the Cordero Minor Subdivision ("Cordero Minor Subdivision"). The Declarant desires to place limited protective covenants, conditions, restrictions, and reservations, upon the Cordero Minor Subdivision to ensure compliance with all applicable groundwater determinations concerning water and water rights to be utilized within the Cordero Minor Subdivision.

The Declarant hereby declares that all of the Cordero Minor Subdivision as herein described, with all appurtenances, facilities and improvements thereon, shall be held, sold, used, improved, occupied, owned, resided upon, hypothecated, encumbered, liened, and conveyed subject to the following reservations, uses, limitations, obligations, restrictions, covenants, provisions and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Cordero Minor Subdivision, and for assurance of legal water usage, and all of which shall run with the land and be binding on and inure to benefit of all parties having any right, title or interest in the Cordero Minor Subdivision or any part thereof, their heirs, successors and assigns.

Certain documents are recorded in the real estate records of the Clerk and Recorder of El Paso County, Colorado at the reception number noted below, and referred to in this Declaration of Covenants as pertaining to the Cordero Minor Subdivision. This includes the Colorado Ground Water Commission Determination and Replacement Plan No. 3344-BD, attached hereto as Exhibit B, and recorded at Reception No. 221156998 (referred to herein as the "Replacement Plan").

NOW, THEREFORE, the following Declaration of Covenants are made:

1. Water Decree and Replacement Plan.

A. Summary. The Cordero Minor Subdivision shall be subject to the obligations and requirements set forth in the Replacement Plan, attached as Exhibit B. The Replacement Plan concerns the water rights and water supply for the Cordero Minor Subdivision and creates obligations upon the Lot Owners, which run with the land. The water supply for the Cordero Minor Subdivision shall be by individual wells constructed to the Arapahoe aquifer, as operated under the Replacement Plan. The Replacement Plan contemplates that each Lot Owner will be responsible for obtaining a permit from the Colorado Division of Water Resources and drilling an individual well to the Arapahoe aquifer for water service to their residence and lot, and the use of such well shall be consistent with the terms of the Replacement Plan, including wastewater treatment through non-evaporative individual septic disposal systems (ISDS). Lot Owners will be the owners of the water located within the Upper Black Squirrel Creek Designated Ground Water Basin underlying their respective lots, and also own a pro-rata portion of the Replacement Plan. The Lot Owners will be jointly responsible for reporting and

administration based on pumping records, and eventually for replacement of depletions during pumping.

B. Water Rights Ownership.

- i. Declarant will transfer and assign to each Lot Owner their pro-rata portion of all right, title and interest in the Replacement Plan and water rights associated therewith. Those water rights assigned include ground water in the Arapahoe aquifer (at least 635 acre-feet total, or 317.5 acre-feet per lot) of the Upper Black Squirrel Creek Designated Ground Water Basin, as adjudicated in the Determination and Replacement Plan.**
- ii. The Declarant will further assign to each Lot Owner all obligations and responsibilities for compliance with the Replacement Plan, including monitoring, accounting and reporting obligations. By this assignment to the Lot Owners, the Declarant is relieved of any and all responsibilities and obligations for the administration, enforcement and operation of the Replacement Plan. Such conveyance shall be subject to the obligations and responsibilities of the Replacement Plan and said water rights may not be separately assigned, transferred or encumbered by the Lot Owners. Notwithstanding an assignment by the Declarant to the Lot Owners, as long as the Declarant is also a Lot Owner, the Declarant shall continue to bear all obligations and responsibilities for compliance with the Replacement Plan. The Lot Owners shall maintain such obligations and responsibilities in perpetuity, unless relieved of such Replacement responsibilities by Determination of the Colorado Ground Water Commission, or properly entered administrative relief.**
- iii. Each Lot Owner's water rights in the Arapahoe aquifer underlying their respective Lot shall remain subject to the Replacement Plan, and shall transfer automatically upon the transfer of title to each Lot as an appurtenance, including the transfer by the Declarant to the initial owner of each Lot, whether or not separately deeded. The ground water rights in the Arapahoe aquifer subject to the Replacement Plan cannot and shall not be severable from each respective Lot, and each Lot owner covenants that it cannot sell or transfer such ground water rights to any party separate from the conveyance of the Lot.**
- iv. The Arapahoe aquifer water rights conveyed to each Lot Owner, as described in this Paragraph 1.B., and return flows therefrom, shall not be sold, leased or otherwise used for any purpose inconsistent with the Determination and Replacement Plan Nos. 3344-BD and these Covenants, and shall not be separated from the transfer of title to the land, and shall not be separately conveyed, bartered, or encumbered.**

C. Water Administration.

- i. Each Lot owner shall limit the pumping of each individual Arapahoe aquifer well per Lot to a maximum of 0.50 acre feet annually (150 acre-feet total for 300 years per Lot), for a combined total of 1.0 acre-feet annually for the Subdivision, consistent with the Replacement Plan. Each Lot Owner shall further ensure that the allocations of use of water resulting from such pumping as provided in the Replacement Plan is maintained, as between domestic, landscape irrigation, domestic animals, and replacement uses. Each Lot Owner shall use non-evaporative septic systems, leach fields, and above ground spray irrigation systems (not drip systems) to ensure that return flow rates are not lower than 15% of water used for irrigation in order to ensure that return flows from such systems are made to replace depletions during pumping, and said return flows shall not be sold, traded or used for any other purpose. More specifically, the Arapahoe well on each lot shall be serving 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. A total of 0.585 acre-feet per year (0.293 acre-feet per lot per year) of replacement water shall be provided by the Lot Owners to the alluvial aquifer of the Upper Black Squirrel Creek Designated Ground Water Basin pursuant to the Replacement Plan. The Lot Owners, as the owners of all obligations and responsibilities under the Replacement Plan, shall administer and enforce the Replacement Plan as applies to each Lot Owner's respective Lot and pumping from individual Arapahoe aquifer wells. Such administration shall include, without limitation, accountings to the Colorado Ground Water Commission and the Upper Black Squirrel Creek Ground Water Management District under the Replacement Plan and taking all necessary and required actions under the Replacement Plan to protect and preserve the ground water rights for all Lot Owners. Each Lot Owner has the right to specifically enforce, by injunction if necessary, the Replacement Plan against any other Lot Owner for failing to comply with the Lot Owner's respective obligations under the Replacement Plan, including the enforcement of the terms and conditions of well permits issued pursuant to the Replacement Plan, and the reasonable legal costs and fees for such enforcement shall be borne by the party against whom such action is necessary. The use of Arapahoe ground water rights owned by each Lot Owner is restricted and regulated by the terms and conditions of the Replacement Plan and these Declarations, including, without limitation, that each Lot Owner is subject to the maximum annual well pumping of 0.50 acre feet, for a combined total of 1.0 acre feet annually for the Subdivision. Failure of a Lot Owner to comply with the terms of the Replacement Plan may result in an order from the Colorado Ground Water Commission and/or the Upper Black Squirrel Creek Ground Water Management District to curtail use of ground water rights.
- ii. Each Lot Owner shall promptly and fully account to the Colorado Ground Water Commission and the Upper Black Squirrel Creek

Ground Water Management District for total pumping from the individual well to the Arapahoe Aquifer on each Lot, and for annual return flows, as required under the Replacement Plan. The frequency of such accounting shall be annually, unless otherwise reasonably requested by the Colorado Ground Water Commission and/or the Upper Black Squirrel Creek Ground Water Management District.

D. Well Permits.

- i. **Declarant is responsible for plugging and abandoning the existing well under Well Permit No. 304886. Each Lot Owner shall be responsible for obtaining a well permit for the individual well to the Arapahoe aquifer for provision of a water supply to their respective Lot. All such Arapahoe aquifer wells shall be constructed and operated in compliance with the Replacement Plan, the well permit obtained from the Colorado Division of Water Resources, and the applicable rules and regulations of the Colorado Division of Water Resources, Colorado Ground Water Commission, and the Upper Black Squirrel Creek Ground Water Management District. The costs of the construction, operation, maintenance and repair of such individual well, and delivery of water therefrom to the residence located on such Lot, and annual replacement of depletions to the alluvial aquifer from return flows, shall be at each Lot Owner's respective expense. Each Lot Owner shall comply with any and all requirements of the Colorado Division of Water Resources, Colorado Ground Water Commission, and the Upper Black Squirrel Creek Ground Water Management District to log their well, and shall install and maintain in good working order an accurate totalizing flow meter on the well in order to provide the diversion information necessary for the accounting and administration of the Replacement Plan. It is acknowledged that well permits and individual well, may be in place on some of the Lots at the time of sale, and by these Declarations no warranty as to the suitability or utility of such permits or structures is made nor shall be implied.**
- ii. **No party guarantees to the Lot Owners the physical availability or the adequacy of water quality from any well to be drilled under the Replacement Plan. The water located in the Upper Black Squirrel Creek Designated Ground Water Basin which is the subject of the Replacement Plan is considered a nonrenewable water resource, and due to anticipated water level declines, the useful or economic life of the aquifer's water supply may be less than the 100 years allocated by state statutes or the 300 years of El Paso County water supply requirements, despite current groundwater modelling to the contrary.**

2. Compliance. The Lot Owners shall perform and comply with all terms, conditions, and obligations of the Replacement Plan, and shall further comply with the terms and conditions of any well permits issued by the Colorado Division of Water Resources pursuant to the Replacement Plan, as well as all applicable statutory and regulatory authority.

3. Amendments. No changes, amendments, alterations, or deletions to these Declarations may be made which would alter, impair, or in any manner compromise the Replacement Plan, or the water rights of the Lot owners without the written approval of said parties, the El Paso County Board of County Commissioners, and the Colorado Ground Water Commission.

4. Termination of Covenants. These Covenants shall not terminate unless the requirements of the Determination and Replacement Plan Nos. 3344-BD are also terminated by order of the Colorado Ground Water Commission and a change of water supply is approved in advance of termination by the Board of County Commissioners of El Paso County.

5. El Paso County Requirements. El Paso County may enforce the provisions regarding the Replacement Plan as set forth in these Declarations should the Lot owners fail to adequately do so.

IN WITNESS WHEREOF, the Declarant have caused these Declarations to be Executed this 5 day of Aug, 2021.

(remainder of page intentionally blank, signatures follow)

By: [Signature]
Angel E. Cordero, Owner, Declarant

STATE OF COLORADO)
)
COUNTY OF EL PASO)

Subscribed and sworn to before me this 5 day of August, 2021, by Angel E. Cordero
Declarant of the Cordero Minor Subdivision.

My commission expires: 9-16-2022

Witness my hand and seal.

TERRY LOWDERMAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19904011569
MY COMMISSION EXPIRES SEPTEMBER 16, 2022

[Signature]
Notary Public