

Steve Schleiker
04/22/2026 10:11:31 AM
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El Paso County, CO



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DECLARATION OF COVENANTS REGARDING WATER
FOR
LOTS 1, 2 & 3
DOUBLE SPUR RANCH SUBDIVISION

RECITALS

A. Joan M. Hathcock Revocable Trust (hereinafter called "Declarant") is the sole owner of the real property described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter called the "Subdivision" which term shall include any real property known as Double Spur Ranch Subdivision and also any real estate subsequently added to and submitted to this Declaration by Declarant).

B. In the event Joan M. Hathcock Revocable Trust or any subsequent Declarant transfers substantially all of its vacant lots in the subdivision to another person and specifically transfers its rights under this Declaration, such transferee shall become the Declarant hereunder and Joan M. Hathcock Revocable Trust, or such transferring Declarant shall no longer be the Declarant.

C. Declarant desires to place protective covenants upon the Subdivision to protect and manage the Subdivision's water rights in accordance with law and to protect the Subdivision's desirability, attractiveness and value.

D. The Declarant hereby declares that all of the Subdivision, as hereinafter 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 Subdivision and complying with the applicable law regarding water rights and all of which shall run with the land and be binding on and run to the benefit of all parties having any right, title or interest in the Subdivision or any part thereof, their heirs, successors and assigns.

E. The Declarant is causing the Subdivision to be platted as “Double Spur Ranch Subdivision” into a total of three (3) single-family Lots (the “Lots”) situate in the County of El Paso and State of Colorado. Any reference herein to “Lots” or “Tracts” shall include any lots or tracts included in any such additions to these Covenants.

F. The Colorado Ground Water Commission has made a determination referred to as Colorado Ground Water Commission Determination of Water Right No. 246-BD and Replacement Plan No. 246-RP (hereinafter collectively called the “Determination”) which is available in the public records of the Colorado Ground Water Commission and the records of the El Paso County Clerk and Recorder at Reception No. 202027563 (for 246-BD) and Reception No. 222104607 (for 246-RP). The Determination specifically provides that water withdrawn from the Dawson aquifer shall not exceed 0.5 annual acre-feet per well for up to three (3) wells, based on a total combined annual withdrawal of 1.50 acre-feet. Depletions during pumping shall be replaced by individual on-lot non-evaporative septic systems.

COVENANTS TO PRESERVE, PROTECT AND MAINTAIN THE WATER RIGHTS OF AND FOR THE SUBDIVISION

Section 1. Water Rights Reservation

By this Declaration, Declarant reserves 450 acre-feet of not-nontributary Dawson aquifer water pursuant to Determination of Water Right No. 246-BD and Replacement Plan No. 246-RP to satisfy El Paso County's 300-year water supply requirement for the three (3) Lots of the Double Spur Ranch Minor Subdivision as set forth in the Determination for the Subdivision. Furthermore, 150 acre-feet (0.5 acre-feet/year) of Dawson aquifer water is allocated to each Lot. Said reservations shall not be separated from transfer of title to the property and shall be used exclusively for primary water supply.

Section 2. Water Rights Costs

Owners of Lots (hereinafter referred to as “Lot Owners” which term shall include their successors and assigns) shall be responsible for the costs of operating the Determination, which include pumping of the Dawson wells in a manner to replace depletions during pumping.

Section 3. Non-Evaporative Septic Systems

Each lot owner shall be required to use a non-evaporative septic system to ensure that return flows from such systems are made to the stream system to replace actual depletions during pumping. At least one well must be serving an occupied single-family dwelling that is generating return flows via a non-evaporative septic system before any livestock watering, irrigation, commercial, replacement, dust suppression or fighting uses are allowed to be served by any of the wells. 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.

Section 4. Future Lot Conveyances

The water rights referenced herein shall be explicitly conveyed; however, if a successor Lot Owner fails to so explicitly convey the water rights, such water rights shall be intended to be conveyed pursuant to the appurtenance clause in any deed conveying said lot, whether or not Determination of Water Right No. 246-BD and Replacement Plan No. 246-RP and the water rights therein are specifically referenced in such deed. Such conveyance shall be by bargain and sale deed or special warranty deed, but there shall be no warranty as to the quantity or quality of water conveyed, only as to the title.

Section 5. Responsibility for Metering, Data Collection and Monitoring

Each Lot Owner shall have responsibility for any metering and data collecting that may be required regarding water withdrawals from existing and future wells in the Dawson aquifer.

Section 6. Responsibility for Well Permits

Each Lot Owner shall be responsible to obtain the appropriate well permit pursuant to the requirements of Determination of Water Right No. 246-BD and Replacement Plan No. 246-RP and C.R.S. § 37-90-137(4) and (10).

Section 7. Amendments to Declaration

Notwithstanding any provisions herein to the contrary, no changes, amendments, alterations, or deletions to the covenants in this Declaration may be made which would alter, impair, or in any manner compromise the water supply for the Double Spur Ranch Minor Subdivision pursuant to Determination of Water Right No. 246-BD and Replacement Plan No. 246-RP. 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, after review by the County Attorney's Office. Any amendments must be pursuant to the Colorado Ground Water Commission 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 determination.

Section 8. Effectiveness/Termination of Declaration

The covenants in this Declaration shall be effective upon recording of the Final Plat of Double Spur Ranch Subdivision in the real estate records of El Paso County, Colorado. The covenants in this Declaration shall not terminate unless the requirements of Determination of Water Right No. 246-BD and Replacement Plan No. 246-RP are also terminated by 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.

IN WITNESS WHEREOF, Declarant has executed these Covenants this 10th day of

APRIL 2026.

DECLARANT:

Joan M. Hathcock Revocable Trust

By: Joan M. Hathcock, Trustee
Joan M. Hathcock, Trustee

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

The foregoing instrument was acknowledged before me this 18th day of MARCH 2026 by Joan M. Hathcock, as Trustee of the Joan M. Hathcock Revocable Trust.

Witness my hand and official seal.

My commission expires 07-10-2026.

David V. Hostetler
Notary Public

(Seal) **DAVID VINCENT HOSTETLER**
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19904009649
MY COMMISSION EXPIRES JULY 10, 2026