

**DECLARATION OF PROTECTIVE COVENANTS
FOR
MOSE MINOR SUBDIVISION**

KNOW ALL PERSONS BY THESE PRESENTS:

That, Gilbert Mose Jr. and Jeanette Mose, hereinafter collectively referred to as “Declarant”, is the owner of the property legally described in **Exhibit A** attached hereto and known as MOSE MINOR SUBDIVISION, situated in the County of El Paso and State of Colorado (the “Property”) (each individually platted Lot shall be referred to as a “Lot”).

Declarant hereby subjects the property to the covenants set forth in this Declaration as follows:

- 1. INTENT AND USE.** It is the intent of this Declaration to protect the value and attractiveness of the Property in keeping with the right of Owners to enjoy their Lots free of nuisances, undue noise, and danger, and is intended for residential use. Nuisances shall include but are not limited to vehicles stored for fee, broken down vehicles, trash, and refuse. Fencing shall be installed around the Property to keep domestic animals, horses, goats, and fowl contained on the Property.
- 2. DEVELOPMENT STANDARDS.** Each Lot shall not be further subdivided. Only one (1) residential dwelling may be constructed on each Lot, with a minimum floor area of one thousand five hundred (1,500) square feet not including garages. Up to two additional non-residential structures may be constructed on each Lot, with a maximum floor area of one thousand two hundred (1,200) square feet. All structures shall be stick built and shall not be modular units or trailers. Exteriors of all structures must be of natural colors. Each structure must be more than twenty-five (25) feet from Halleluiah Trail. Each structure shall be constructed so as to not block the view of residents to the East.
- 3. COMPLETION OF CONSTRUCTION.** Construction of a dwelling and any other structure must be completed within twelve (12) months after issuance of a building permit for the same. No building material of any kind may be stored upon any Lot except in connection with construction of the dwelling unit. Construction shall be promptly commenced and diligently pursued as soon as any building materials are placed on any Lot.
- 4. WATER.** Declarant has provided for the source of water to derive from individual on-Lot wells, as provided in the determination and replacement plan identified as Colorado Ground Water Commission Findings and Order 573-BD, which has been approved as replacement plan Determination 573-BD Dawson Aquifer, recorded Reception No. 219144395 in the records of the El Paso County Clerk and Recorder. By these Covenants 0.92 acre-feet per year of non-tributary Dawson aquifer water pursuant to the Replacement Plan No. 573-BD are reserved, to Satisfy El Paso County’s 300-year water supply requirement for the 2 Lots of the

Mose Minor Subdivision. The intended purpose for the replacement plan is the designation of water rights (and therefore water supply via wells for new residential dwellings) in the Dawson Aquifer to Lots 1 and 2. This water and any water rights, current totals equating to .46 AF/YR for 300 years for each individual Lot (total of 0.92 AF/YR for 300 years for 2 Lots.) Each well may withdraw 0.46 acre-feet per year of ground water to be used for in-house use, the irrigation of one thousand six hundred (1,600) square feet of lawn and gardens, and the watering of up to four large domestic animals. It is accepted that 10 percent of the water used in the home is consumed, and the remaining water treated through a non-evaporative septic system will replenish the stream system as return flow. These water rights, and any additional water rights decreed herein, may be considered appurtenant to each Lot individually, and shall be conveyed in any deed transferring ownership of the property, unless they are explicitly excepted from such conveyance.

Declarant and each Lot Owner shall use a non-evaporative septic system to ensure that return flows are made to the stream system, and shall reserve said return flows to replace depletions during pumping. Each Lot served by a Dawson well shall have an occupied single-family dwelling that is generating return flows from a non-evaporative septic system and leach field, permitted from El Paso County Health Department. Return flows shall only be used for replacement purposes, the return flows of which are hereby dedicated to the plan for augmentation decreed herein, and shall not be separated from the transfer of title to the land, and shall not be separately conveyed, sold, traded, bartered, assigned, leased, or encumbered, in whole or in part, or otherwise used for any other purpose.

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 the plan for replacement in Determination and Replacement Plan 573-BD 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 warranty as to the quantity or quality of water conveyed, only as to the title.

The Lot Owners are advised that they are responsible for all costs of operating the Replacement Plan, including but not limited to, all monitoring, accounting, metering, and data collecting that may be required regarding water withdrawals from wells in the Dawson Aquifer.

Notwithstanding any provisions herein to the contrary, no changes, amendments, alterations, or deletions to these Covenants may be made which would alter, impair, or in any manner compromise the water supply for the Mose Minor Subdivision pursuant to Determination and Replacement Plan 573-BD. 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 a Determination from 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 adjudication.

These Covenants shall not terminate unless the requirements of Determination and Replacement Plan 573-BD 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.

These water rights conveyed, and the return flows therefrom, are intended to provide a 300-year supply, and replacement during pumping, for each of the two (2) Lots of the Mose Minor Subdivision. 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. Such conveyance shall be by special warranty deed, but there shall be no warranty as to the quantity or quality of water conveyed, only as to the title.

Water in the Denver Basin aquifers is allocated based on a 100-year aquifer life; however, for El Paso County planning purposes, water in the Denver Basin aquifers is evaluated based on a 300-year aquifer life. Applicants and all future owners in the subdivision should be aware the economic life of a water supply based on wells in a given Denver Basin aquifer may be less than either the 100 years or 300 years used for allocation indicated due to anticipated water level declines. Furthermore, the water supply plan should not rely solely upon non-renewable aquifers. Alternative renewable water resources should be acquired and incorporated in a permanent water supply plan that provides future generations with a water supply.

6. PRESERVATION OF VEGETATION AND LANDSCAPING. Dwellings, other structures, agricultural plots, and gardens shall be located on Lots so as to minimize damage to existing natural growth.

7. RESTORATION. If any structure on a Lot is destroyed in whole or in part, it must be rebuilt and/or all debris must be removed and the Lot restored to a safe and attractive condition. Such restoration must be commenced within thirty (30) days after the damage or destruction occurs and thereafter diligently pursued to completion within a reasonable time, not to exceed ten (10) months after the date the damage occurred.

8. RIGHTS OF DECLARANT. Declarant, their heirs, successors, or assigns, expressly reserves the right to amend or revoke any provision of this Declaration then in

existence. But no such amendment or revocation shall apply to Lots that are sold prior thereto without the written consent of a majority of the then Owners of any such Lots.

9. TERM OF COVENANTS. These covenants and restrictions are to run with the land and shall remain in full force and effect for five (5) years from the date this Declaration is recorded, after which time the covenants shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated at any time by a one-half (1/2) majority vote of all Owners (one vote per Lot.) Any amendments shall be recorded in the records of El Paso County, Colorado.

Owners in Mose Minor Subdivision expressly agree to abide by injunctions without necessity of bond in order to simplify judicial proceedings to remedy covenant violations. In addition, if a judicial action is necessary to enforce a covenant and a violation is established, the violator(s) shall pay and agree to pay all costs of the enforcement proceeding including reasonable attorney fees. The failure to enforce any right, reservation, restriction, or condition contained herein, however long continued shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction herein contained shall not in any way affect any of the other restrictions and they shall remain in full force and effect.

10. PERSONS ENTITLED TO ENFORCE DECLARATION. The Declarant or any Lot Owner (acting on such Owner's own behalf), shall have the right but not the obligation to enforce any or all of the provisions, covenants, conditions, and restrictions contained in this Declaration. The right of enforcement shall include the right to bring an action for damages, as well as an action to enjoin any violation of any provision of this Declaration, and all other rights and remedies provided in this Declaration or available at law or in equity. In any action or proceeding to enforce any provision of this Declaration, the party who prevails shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorney fees, costs, and expert witness fees.

11. VIOLATIONS OF LAW. Any violation of any federal, state, or county law, ordinance, rule, or regulation, pertaining to the ownership, occupation, or use of any property within the Property is hereby declared to be a violation of this Declaration and shall be subject to any and all of the enforcement procedures set forth in this Declaration.

12. LIMITATION ON LIABILITY. The Declarant and any agent or employee of the Declarant shall not be liable to any person for any action or for any failure to act if the action or failure to act was in good faith and without malice.

13. REPRESENTATIONS AND WARRANTIES. No representations, guaranties, or warranties of any kind, express or implied, shall be deemed to have been given or made by

Declarant, in connection with any portion of the Property, or any home or structure, its physical condition, availability of water, structural integrity, freedom from defects, zoning, compliance with applicable laws, fitness for intended use, or view, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless specifically set forth in writing.

14. GOVERNING LAW. This Declaration shall be interpreted and governed in accordance with the laws of the State of Colorado. Exclusive venue for any legal proceeding shall be in El Paso County, Colorado.

15. SEVERABILITY. Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.

16. RESOLUTION OF QUESTIONS OF CONSTRUCTION. If any doubt or question arises concerning the true intent or meaning of any of the provisions, covenants, conditions, and restrictions contained in this Declaration the Declarant, for as long as they or an affiliated entity own real property within the Property (the "Interpretive Authority"), shall determine the proper construction of the provisions in question and shall set forth the meaning, effect, and application of the provision in a written document acknowledged by the Interpretive Authority and recorded in the records of El Paso County, Colorado. This determination will thereafter be binding on all parties so long as it is not arbitrary or capricious.

IN WITNESS WHEREOF, Declarant has executed this Declaration to be effective as of the day and year first written above.

“Declarant”

Jeanette Mose

Gilbert Mose, Jr. or Jeanette Mose

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

The foregoing instrument was acknowledged before me this 3 day of June 2022, by Gilbert Mose, Jr. or Jeanette Mose as Declarant herein.

Witness my hand and official seal.

My commission expires: April 25, 2026

[SEAL]

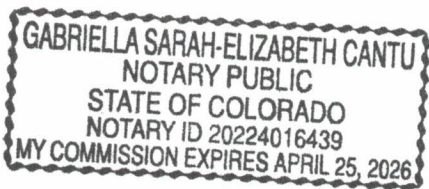
Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTIES

A tract of land located in Section 8, Township 12 South, Range 64 West of the 6th Principal Meridian, County of El Paso, State of Colorado, more particularly described as follows:

Commencing at the Southeast corner of Lot 60 of the Trails Filing No. 1 as platted in Plat Book Y-3 at page 13 of the records of said El Paso County; thence North 89 degrees 30 minutes 00 seconds West a distance of 158.00 feet; thence South 00 degrees 30 minutes 00 seconds West a distance of 60.00 feet to a point on the Southerly right of way line of Halleluiah Trail; thence South 89 degrees 30 minutes 00 seconds East Along the Southerly right of way line of Halleluiah Trail, a distance of 1089.99 feet to the true point of beginning of this description; thence South 89 degrees 30 minutes 00 seconds East continuing along the Southerly right of way line of Halleluiah Trail, a distance of 529.96 feet; thence South 00 degrees 30 minutes 00 seconds West a distance of 595.00 feet; thence North 70 degrees 21 minutes 10 seconds West a distance of 561.00 feet; thence North 00 degrees 30 minutes 00 seconds East a distance of 411.00 feet to the true point of beginning of this description.

(Bearings are based on the Southwesterly line of Lots 4, 5, and 6, a replat of Lots 42 through 48 inclusive in Latigo Country Estates Filing No. II, as platted in Plat Book G-3 at page 1 of the records of El Paso County, Colorado, which is assumed to bear north 21 degrees 08 minutes 47 seconds West from an angle point on the West side of said Lot 6 (#5 rebar, no cap) to the Westerly Northwest corner of said Lot 4 (#5 rebar, no cap))

Lots 1 and 2, inclusive, Mose Minor Subdivision Filing No. 1, El Paso County, State of Colorado, also known as: 13558 Halleluiah Trail and 13554 Halleluiah Trail.