

SF2322

**FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS
WYOMING ESTATES AND
WYOMING ESTATES FILING NO 2**

Home Run Restorations, Inc. is the Declarant (“Declarant”) of that Declaration of Protective Covenants for Wyoming Estates, situated in the County of El Paso and State of Colorado recorded in the Records of El Paso County, Colorado on December 14, 2021 at Reception No. 221227451 (“Declaration”). The Property as described in the Declaration has been replatted pursuant to Wyoming Estates Filing No. 2 creating two additional lots (lots 2, 3 and 4 with a minor change to Lot 1 in Wyoming Estates Filing No 2) for a total of six lots identified as Lots 2 and 3, Wyoming Estates and Lots 1, 2, 3 and 4, Wyoming Estates Filing No. 2 (“Property”). Each individually platted lot shall be referred to as a “Lot”. The title owners of each Lot shall be referred to together as the “Lot Owner”. Each Lot shall have one vote. The legal descriptions and title owners of the Property are set out in Exhibit A, which is attached hereto and incorporated herein.

El Paso County does not require an amendment to and the replacement plan Determination 3542-BD Denver Aquifer, receipt no 369349 and 3541-BD Arapahoe Aquifer and 3540-BD Laramie-Fox Aquifer, as approved by the Colorado Gound Water Commission which remain unchanged. The allocation of water rights are set out in paragraph 5 below.

This is the first amendment to the Declaration and as replatted by Wyoming Estates Filing No 2.

This First Amendment is approved by the Declarant and two-thirds of the Owners as provided in paragraph 9 of the Declaration. The Property is subject to the covenants of the Declaration by this First Amendment. The Declaration is amended in the following particulars:

Paragraph 5. Water. shall be deleted in its entirety and the following inserted:

5. 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. Ground Water Commission Findings and Order 3542-BD, have been approved as replacement plan Determination 3542-BD Denver Aquifer, receipt no 3693439. By these Covenants 136.5 acre-feet per lot of nontributary Denver aquifer water pursuant to the Replacement Plan No. 3452-BD are reserved, to satisfy El Paso County's 300-year water supply requirement for 4 of the lots (lots 2 and 3 of Wyoming Estates and Lots 1 and 3 of Wyoming Estates Filing No 2). The intended purpose of the replacement plan is the designation of water rights (and therefore water supply via wells for new residential dwellings) in the Denver Aquifer to Lots 2 and 3 of Wyoming Estates and Lots 1 and 3 of Wyoming Estates Filing No. 2. This water and any water rights, current totals equating to .455f AF/YR for 300 years for each individual lot (total of 1.82 AF/YR for 300 years for 6 lots). Of the 0.45 AF/YR, a total of 0.25 AF/YR will be used for in home purposes. The remaining 0.205 AF/Yr will be used for domestic animals and irrigation of lawn and gardens. It is accepted that 10 percent of the water used in the home is consumed, and the

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remaining water treated through a non-evaporative septic system will replenish the stream system as return flow.

Declarant reserves all additional water rights found in determinations 3541-BD Arapahoe Aquifer and 3540-BD Laramie-Fox Aquifer to be appurtenant to Lots 2 and 4 of Wyoming Estates Filing No 2, and shall be conveyed in any deed transferring ownership of the property, unless they are explicitly excepted from such conveyance.

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 from such systems are made to the stream system, and shall reserve said return flows to replace depletions during pumping. Each Lot served by a Denver 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 3542-BD, and/or 3541-BD Arapahoe Aquifer and 3540-BD Laramie-Fox Aquifer, 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 Denver 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 Wyoming Estates Minor Subdivision pursuant to Determination and Replacement Plan 3542-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 3542-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.

Paragraph 8.6 is deleted in its entirety.

In the event of a conflict between this First Amendment and the Declaration, the provisions of this First Amendment shall prevail. All provisions of the Declaration not specifically amended shall remain in full force and effect and the Property shall be subject to the Declaration as amended by this First Amendment.

IN WITNESS WHEREOF, Declarant and owners have executed this First Amendment to the Declaration to be effective as of the last day this First Amendment is executed.

DECLARANT:
Home Run Restorations Inc


Shawn Shaffer, President,

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

The foregoing instrument was acknowledged before me this 7 day of Sept 2024, by Shawn Shaffer, president, Home Run Restorations Inc as Declarant herein.

Witness my hand and official seal.
My commission expires: 12/22/2024

[SEAL]



Notary Public



Lot 1, Wyoming Estates Filing No. 2, El Paso
County, State of Colorado. __

[Signature]
Jeremy Hinrichs

[Signature]
Jessica Hinrichs

[Signature]
Patricia Hinrichs

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

The foregoing instrument was acknowledged before me this 7 day of September 2024, by Jeremy Hinrichs, Jessica Hinrichs and Patricia Hinrichs.

Witness my hand and official seal.
My commission expires: 12/22/2024

[SEAL]



[Signature]
Notary Public

Lots 2, 3 and 4 Wyoming Estates Filing No. 2, El Paso County, State of Colorado.

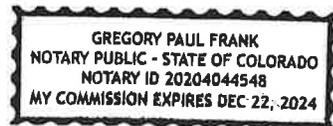
Home Run Restorations Inc
[Signature]
Shawn Shaffer, President,

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

The foregoing instrument was acknowledged before me this 7 day of September 2024, by Shawn Shaffer, president, Home Run Restorations Inc as owner of Lots 2, 3 and 4 Wyoming Estates Filing No. 2, El Paso County, State of Colorado.

Witness my hand and official seal.
My commission expires: 12/22/2024

[SEAL]



[Signature]
Notary Public

OWNERS:

Lot 2, Wyoming Estates Filing, El Paso County,
State of Colorado.

James Paterson
James Paterson

Richard Kackley
Richard Kackley

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

The foregoing instrument was acknowledged before me this 7th day of September 2024, by James Paterson and Richard Kackley.

Witness my hand and official seal.
My commission expires: 12/22/2024

[SEAL]



[Signature]
Notary Public

Lot 3, Wyoming Estates Filing, El Paso County,
State of Colorado

Nadean Aragon
Nadean Aragon

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

The foregoing instrument was acknowledged before me this 7th day of September 2024, by Nadean Aragon.

Witness my hand and official seal.
My commission expires: 12/22/2024

[SEAL]



[Signature]
Notary Public