

**DECLARATION OF PROTECTIVE COVENANTS
FOR
WYOMING ESTATES**

KNOW ALL PERSONS BY THESE PRESENTS:

That, Home Run Restorations, hereinafter collectively referred to as "Declarant", is the owner of the property legally described in **Exhibit A** attached hereto and known as WYOMING ESTATES, 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.
2. **DEVELOPMENT STANDARDS.** 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. Exteriors of all structures must be of natural colors. Each structure must be more than twenty-five (25) feet from Teleo Court (defined below).
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. **TELEO COURT.** The Declarant shall construct a road within the public right-of-way extending west from the end of Teleo Court to the western boundary of the Property. After construction, the Association of Wyoming Estates shall be responsible for the maintenance of said road. According to the Public Right-of-Way License Agreement (Reception No ____) established with El Paso County, this responsibility will fall on the Association until the road west of Teleo Court is built to County standards and accepted for maintenance by El Paso County, at which time the county will assume such maintenance. Until then, the cost of such maintenance shall be the responsibility of the Association. The Association will, from time to time, assess costs of maintenance and deliver invoices (payable to the Association) to the Owners of Lots with a completed dwelling unit, for that Lot's share of the road's maintenance costs. Such invoice will be payable within thirty (30) days after its receipt. Any such invoices which are not timely paid shall accrue interest at the rate of eighteen percent (18%) per annum from the date due, and shall be secured by a lien on the

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non-paying Owner's Lot, which lien may be foreclosed on in accordance with Colorado law, and which will also secure the payment of the Associations's costs and attorneys' fees incurred in foreclosing the lien.

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 Water Commission Findings and Order 3542-BD, which has been approved as replacement plan Determination 3542-BD Denver Aquifer, receipt no 3693439, recorded reception no _____. 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 the 4 lots of the Wyoming Estates Minor Subdivision. 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 1, 2, 3, 4. 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 4 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 there 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 reserves all additional water rights found in determinations 3541-BD Arapahoe Aquifer and 3540-BD Laramie-Fox Aquifer to be appurtenant to Lot 4 only, 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 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.

6. **PRESERVATION OF VEGETATION AND LANDSCAPING.** Dwellings and other structures 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 two-third (2/3) majority vote of all Owners (one vote per Lot). Any amendments shall be recorded in the records of El Paso County, Colorado.

Owners in WYOMING ESTATES 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 attorneys 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"


Shawn Shaffer, President,
Home Run Restorations Inc

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

The foregoing instrument was acknowledged before me this 12th day of November 2021, by Shawn Shaffer, president, Home Run Restorations Inc as Declarant herein.

Witness my hand and official seal.

My commission expires: 05-25-2022

[SEAL]



Notary Public

KYLE CRAWLEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184022248
MY COMMISSION EXPIRES 05/25/2022

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTIES

The Southeast Quarter of the Northeast Quarter of Section 33, Township 13 South, Range 64 West of the 6th P.M.

Lots 1 through 4, inclusive, Wyoming Estates Filing No. 1, El Paso County, State of Colorado, also known as: 14515 Teleo Court, 14750 Teleo Court, 14755 Teleo Court, and 14635 Teleo Court