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El Paso County, CO



218138406

Amendment to  
Declaration of Conditions Covenants, Restrictions and Easements for  
JACKSON RANCH  
And Addition of Jackson Ranch Filing No. 4

State of Colorado  
County of El Paso

Recitals

- A. Four Gates Land Development LLC, a Colorado limited liability Company as "Declarant," by Declaration of Conditions, Covenants, Restrictions and Easements for Jackson Ranch, dated February 2, 2015 and recorded February 4, 2015 at reception 215010695 in the real estate records of the Clerk and Recorder of El Paso County, Colorado (the "Protective Covenants" which term shall also include any amendments thereto) submitted certain property described therein to such covenants and restrictions.
- B. In Section 8.14 of the Protective Covenants Declarant reserved the right to amend the Protective Covenants by addition of other land to such Protective Covenants.
- C. Section 8.14 h) specifically states that Declarant reserves the right to add property described as Tract A and Tract B by recording a supplement or supplements to such Protective Covenants with the Clerk and Recorder of El Paso county, Colorado containing a legal description of the real property thereby annexed and any additional provisions deemed appropriate by Declarant.

NOW THEREFORE, in consideration of the acceptance hereof by the several purchasers, grantees (his, her, their or its heirs, executors, administrators, personal representatives, successors and assigns, and all persons or concerns claiming by, through or under such grantees) of deeds to Lots, the Declarant hereby declares to and agrees with each and every person who shall be or shall become Owner of any of said Lots, in addition to the ordinances of the County of El Paso, Colorado, that they shall be and are hereby bound by the Protective Covenants and that the property described as Jackson Ranch Filing No.4, El Paso County, Colorado shall be held and enjoyed subject to and with the benefit and advantage of the Protective Covenants as if fully set forth herein, and the Declarant hereby annexes the property described as Jackson Ranch Filing No. 4, El Paso County, Colorado to the land subject to the Protective Covenants.

IN WITNESS WHEREOF, the Declarant has subscribed hereto.

Dated this 27<sup>th</sup> day of November, 2018.

Declarant:  
Four Gates Land Development LLC,  
A Colorado limited liability company,

By: Marlene Brown, Manager  
Marlene Brown, Manager

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

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of ~~November~~<sup>November</sup>, 2018, by Marlene Brown, as Manager of Four Gates Land Development LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My Commission Expires: 7/20/2019



DAVID R GORMAN NOTARY PUBLIC STATE OF COLORADO NOTARY ID # 20074028051 MY COMMISSION EXPIRES JULY 20, 2019
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(Sample)

SPECIAL WARRANTY DEED

THIS DEED, made this      day of \_\_\_\_\_, 20\_\_ , between Jackson Ranch LLC, a Colorado limited liability company, whose address is 17435 Roller Coaster Rd., Monument, CO 80132-8312, Grantor, and \_\_\_\_\_, Grantee;

WITNESSETH, That the Grantor, for and in consideration of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the Grantees, and their successors and assigns forever, the following water and water rights, located in the County of El Paso, State of Colorado:

0.75 acre-feet per year of Dawson aquifer groundwater, as decreed in Consolidated Case Nos. 13CW3100 WD#1 (District Court, Water Division 1) and 13CW3042 (District Court, Water Division 2), associated with Lot \_\_\_\_\_, Jackson Ranch Filing 4, and the right to obtain a well permit for a well to withdraw said Dawson aquifer groundwater for in-house use (0.4 acre-feet per year) and irrigation of 5000 square-feet of home lawn and garden (0.3 acre-feet) and use in a water feature (0.05 acre-feet), pursuant to the terms and conditions of the augmentation plan as decreed in the referenced case. Grantor hereby reserves all remaining groundwater underlying said Lot.

**TOGETHER WITH** all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

**TO HAVE AND TO HOLD** the said premises above bargained and described with the appurtenances, unto the Grantees, and their successors and assigns forever. The Grantor, for itself and its successors and assigns, does covenant and agree that it shall **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the Grantees, and their successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor. Grantor provides no warranty as to the quantity or quality of the water conveyed herein.

The water and water rights conveyed herein are intended to provide a 300 year water supply for the referenced Lot. Therefore, the water and water rights shall run with the land, must be transferred to all successors and assigns of Grantee, may not be separated from transfer of title to the land, and may not be separately conveyed, bartered, liened or encumbered.

**IN WITNESS WHEREOF**, the Grantor has executed this deed on the date set forth above.  
Jackson Ranch LLC,  
A Colorado limited liability company

By \_\_\_\_\_  
, Its Manager

STATE OF COLORADO )  
 )  
COUNTY OF EL PASO )

The foregoing instrument was acknowledged before me this day of

\_\_\_\_\_ 20\_\_, by \_\_\_\_\_ as Manager of Jackson Ranch  
LLC, a Colorado limited liability company.

(Seal)        Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public