

200400675898
Filed for Record in
LAS ANIMAS, CO
BERNARD J. GUNZALEZ
03-28-2004 At 09:14 AM.
AGREEMENTS 11.00
Doc Fees :00
OR Book 1042 Page 367 - 368

CONSENT TO COVENANTS
PICKETWIRE ESTATES HOMEOWNERS COVENANTS

The undersigned do hereby agree and consent as follows: **Instrument 200400675898 OR 1042 Book Page 367**

1. The undersigned are the record title owners of all or a part of the following described real property located in the Picketwire Estates Subdivision in Las Animas County, Colorado:

Lot(s) 5 & 6 Blk 2, Picketwire Estates, Las Animas County, Colorado, according to the recorded plats of the subdivision (the "Property").

2. The undersigned have read the "Picketwire Estates Homeowners Covenants" that have been recorded on 9-24, 2004, at Book 1042, Page 310-329, Reception # 200400675877, of the Las Animas County, Colorado records (the "Covenants"). Prior to signing this Consent, the undersigned have sought such counsel and advice as they desired, and are satisfied that they understand the Covenants, to the extent that they desire to do so.

3. The undersigned consent to all of their ownership interest in the Property being bound by and subject to, all terms and conditions contained in the Covenants.

4. This Consent To Covenants shall run with the land and bind the heirs, successors and assigns of the undersigned.

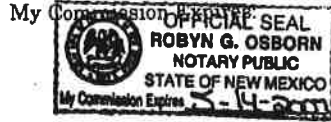
DATED this 15 day of MARCH, 2004.

Pachorek Joe PACHOREK

Acknowledgement Page To Consent To Covenants

STATE OF New Mexico }
County of Colfax } ss.

The foregoing instrument was acknowledged before me this 15th day of March, 2004, by See Attached



Robyn G. Osborn
Notary Public

STATE OF _____ }
County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by _____

My Commission Expires:

Notary Public

STATE OF _____ }
County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by _____

My Commission Expires:

Notary Public

PICKETWIRE HOMEOWNERS COVENANTS

THESE Picketwire Estates Homeowners Covenants (the "Covenants") are made effective as of September 1, 2003, by and among all of those record title owners of Lots in the Picketwire Estates who have agreed to, signed and approved a form of Consent To Covenants (the "Owners").

RECITALS

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A. The Owners own parcels in the Picketwire Estates Subdivision, located generally to the south of Colorado Highway 12, west of Trinidad, Las Animas County, Colorado. The property comprising the Picketwire Estates Subdivision is depicted on the original and revised maps of the Subdivision recorded in the Las Animas County, Colorado records at Reception #471590 and #484387. The entire subdivision is referred to herein as the "Subdivision Property").

B. The Owners who have agreed to, signed and approved a form of Consent To Covenants desires to create a common interest community on the portion of the Subdivision that they own pursuant to the Colorado Common Interest Ownership Act as set forth in Colorado Revised Statutes § 38-33.3-101 *et seq.* (the "Act"), thereby subjecting their parcel to these covenants.

ARTICLE 1 COVENANTS AND SUBMISSION

Section 1.1 *Covenants*. The Owners hereby declare that the Property shall be held, sold and conveyed subject to the following covenants, restrictions and easements, which shall run with the land and be binding on all parties and heirs, successors and assigns of parties having any right, title or interest in all or any part of the Property. Further, the Owners hereby submit their Lots and their interest in all of the Property to the provisions of the Act.

ARTICLE 2 DEFINITIONS

The following words when used in these Covenants or any Supplemental Covenants, the Articles of Incorporation or any Amendments thereto, and the Bylaws or any Amendments thereto, shall have the following meanings:

Section 2.1 "*Allocated Interests*" means the undivided interest in the Assessments and votes in the Association allocated to each Lot. The formulas for the Allocated Interests are as follows:

2.1.1 "*Percentage Share of Common Expenses*" means the ratio of the number of Lots owned by an Owner to the total number of Lots subjected to these Covenants by virtue of Owners agreeing to, signing and approving a form of Consent To Covenants that have been recorded in the Las Animas County, Colorado records.

2.1.2 "*Voting*" means one vote per Lot on all matters, no matter how many fractional or undivided interests there are in the ownership of a Lot.

Section 2.2 "*Articles*" mean the Articles of Incorporation for Picketwire Estates Homeowners, Inc., a Colorado non-profit corporation, currently on file with the Colorado Secretary of State, and any amendments that may be made to those Articles from time to time.

Section 2.3 "*Annual Assessment*" means the Assessment levied pursuant to an annual budget.

Section 2.4 "*Assessments*" means the Annual, Special and Default Assessments levied pursuant to these Covenants. Assessments are also referred to as a Common Expense Liability as defined under the Act.

Section 2.5 "*Association*" means Picketwire Estates Homeowners, Inc., a Colorado non-profit corporation, and its successors and assigns.

Section 2.6 "*Association Documents*" means these Covenants, the Articles of Incorporation, the Bylaws, the Map and any procedures, rules, regulations or policies adopted under such documents by the Association.

Section 2.7 "*Bylaws*" means the Bylaws adopted by the Association, as amended from time to time.

Section 2.8 "*Clerk and Recorder*" means the office of the Clerk and Recorder in the County of Las Animas, Colorado.

Section 2.9 "*Common Elements*" means all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners. The Common Elements, if any, are owned by the Association and consist of General Common Elements, if any, and Limited Common Elements, if any.

2.9.1 "*General Common Elements*" means all tangible physical real and personal properties located within the boundaries of the Subdivision other than the Lots owned by the Owners, including the following:

2.9.1.1 Creek and adjacent banks, including an easement for 12 feet each side of the creek as measured from the water in the creek nearest the side of the bank where the easement is located.

2.9.1.2 Roads and parking areas located within the boundaries of the Association, including bridges over the creek.

2.9.1.3 Water supply distribution lines, valves and water related accessories, including without limitation, existing lines, lines to be constructed in the future and meters.

2.9.2 "*Limited Common Elements*" means those parts of the Common Elements, if any

there are, which are either limited to or reserved in these Covenants, on a Map or by action of the Association, for the exclusive use of Owners of a Lot or are limited to and reserved for the common use of more than one but fewer than all Owners.

Section 2.10 "*Common Expenses*" means (i) all expenses expressly declared to be common expenses by these Covenants or the Bylaws of the Association; (ii) all other expenses of administering, servicing, conserving, managing, maintaining, repairing or replacing the Common Elements; (iii) insurance premiums for the insurance; and (iv) all expenses lawfully determined to be common expenses by the Executive Board.

Section 2.11 "*County*" means the County of Las Animas, Colorado.

Section 2.12 "*Covenants*" means these Covenants and the Map, and amendments and supplements to these Covenants and the Map.

Section 2.13 "*Executive Board*" means the governing body of the Association.

Section 2.14 "*First Mortgage*" means any Mortgage that is not subject to any monetary lien or encumbrance except liens for taxes or other liens that are given priority by statute.

Section 2.15 "*First Mortgagee*" means any person named as a mortgagee or beneficiary in any First Mortgage, or any successor to the interest of any such person under such First Mortgage.

Section 2.16 "*Manager*" means a person or entity engaged by the Association to perform certain duties, powers or functions of the Association, as the Executive Board may authorize from time to time.

Section 2.17 "*Map*" means the original and revised maps of the Subdivision recorded in the Las Animas County, Colorado records at Reception #471590 and #484387, depicting the subdivision of the Property subject to this Covenants and any supplements and amendments thereto.

Section 2.18 "*Member*" means every person or entity that holds membership in the Association due to their ownership of a qualifying ownership interest in a .

Section 2.19 "*Mortgage*" means any mortgage, deed of trust or other document pledging any Lot or interest therein as security for payment of a debt or obligation.

Section 2.20 "*Mortgagee*" means any person named as a mortgagee or beneficiary in any Mortgage, or any successor to the interest of any such person under such Mortgage.

Section 2.21 "*Owners*" means the owner of record, whether one or more persons or entities, of fee simple title to any Lot, and "Owners" also includes the purchaser under a contract for deed covering a Lot with a current right of possession and interest in the Lot.

Section 2.22 "*Parcel*" means each platted, numbered and recorded division of land as depicted on the Map.

Section 2.23 "*Project*" means the common interest community created by these Covenants and as shown on the Map, consisting of the Property and the Common Elements.

Section 2.24 "*Subdivision Property*" means the property comprising the entire Picketwire Estates Subdivision as depicted on the original and revised maps of the Subdivision recorded in the Las Animas County, Colorado records at Reception #471590 and #484387. The Subdivision Property includes property that is not part of and is not intended to be subject to these Covenants, as it is owned by persons who are not qualified to be members of the Association.

Section 2.25 "*Lot*" means one Parcel, together with the appurtenant interest in the Common Elements.

Each capitalized term not otherwise defined in these Covenants or in the Map shall have the same meanings specified or used in the Act.

ARTICLE 3 NAME, LOTS, RESTRICTIONS ON USE

Section 3.1 *Name*. The name of the subdivision on which the Association boundaries and the Project is located is the Picketwire Estates Subdivision. A part of the subdivision is a planned community pursuant to the Act, to the extent that the Owners of Lots in the Picketwire Estates Subdivision have agreed to, signed and approved a form of Consent To Covenants.

Section 3.2 *Association*. The Association will be, or has been incorporated as a non-profit corporation under the laws of the State of Colorado.

Section 3.3 *Number of Lots*. The number of Lots in the Association shall be determined from time to time by the number of Owners of Lots that have agreed to, signed and approved a form of Consent To Covenants.

Section 3.4 *Identification of Lots*. The identification number of each Lot is shown on the Map.

Section 3.5 *Description of Lots*. Each Lot shall consist of surveyed and platted land, and all improvements located thereon, if any.

Section 3.6 *Restrictions on Use*. Use and enjoyment of each Lot shall be subject to the following restrictions and such additional restrictions as the Executive Board may propose and are accepted by the Owners by a vote of 60% of all Owners:

3.6.1 *Resubdivision.* No Parcel shall be re-subdivided.

ARTICLE 4
MEMBERSHIP AND VOTING RIGHTS; ASSOCIATION OPERATION

Section 4.1 *The Association.* All Owners of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

Section 4.2 *Transfer of Membership.* Owners shall not transfer, pledge or alienate their membership in the Association in any way, except upon the sale or encumbrance of their Lot and then only to the purchaser or Mortgagee of their Lot. The Association shall not create a right of first refusal on any Lot and Owners may transfer ownership of their Lots free from any such right.

Section 4.3 *Membership.* The Association shall have one class of membership consisting of all Owners. Except as otherwise provided for in these Covenants, each Member shall be entitled to vote in Association matters as set forth in these Covenants and in the Bylaws. All Owners are subject to all the rights and duties assigned to Owners under the Association Documents. Upon the request of the Executive Board or the officers, it is the responsibility of the Owners to provide (a) satisfactory evidence of ownership of any Lot or Parcel to the Executive Board, and (b) satisfactory evidence of any mortgage on any Lot or Parcel to the Executive Board so that the records of the Association accurately reflect the names and addresses of the current owners and mortgagees of any Lot or Parcel. Upon transfer of title to any new Owners, the new Owners shall deliver a true and correct copy of the conveying deed, mortgage, or other document to the Executive Board within 30 days of the transfer of title.

Section 4.4 *Voting.* There shall be one vote per Lot.

(a) The Owners of each Lot shall have one (1) vote per Parcel owned. When these Covenants refer to a vote of all Owners, the required vote is determined by the number of Lots voting by the Lots' Owners, so that the votes equal the number of Lots rep

(b) If only one of several Owners of a Lot is present at a meeting of the Association, the owner present is entitled to cast all the votes allocated to the Lot. If more than one of the Owners are present, the votes allocated to the Lot may be cast only in accordance with the written agreement of a majority in interest of the Owners. There is majority agreement if any one of the Owners casts the votes allocated to the Lot without protest being made promptly to the person presiding over the meeting by another one of the Owners of the Lot.

Section 4.5 *Books and Records.* The Association shall make available for inspection, upon request, during normal business hours or under other reasonable circumstances, to Owners and to Mortgagees, current copies of the Association Documents and the books, records and financial statements of the Association prepared pursuant to the Bylaws. The Association may charge a reasonable fee for copying such materials.

Section 4.6 *Manager*. The Association may employ or contract for the services of a Manager to whom the Executive Board may delegate certain powers, functions or duties of the Association, as provided in the Bylaws of the Association. The Manager shall not have the authority to make expenditures except upon prior approval and direction by the Executive Board.

Section 4.7 *Rights of Action*. The Association on behalf of itself and any aggrieved Owners shall be granted a right of action against any and all Owners for failure to comply with the provisions of the Association Documents, or with decisions of the Executive Board made pursuant to authority granted to the Association in the Association Documents. The Owners shall have a right of action against the Association for failure to comply with the provisions of the Association Documents, or with decisions of the Executive Board made pursuant to authority granted to the Association in the Association Documents. In any action covered by this section, the Association or any Owners shall have the right but not the obligation to enforce the Association Documents by any proceeding at law or in equity, or as set forth in the Association Documents, or by mediation or binding arbitration if the parties so agree. The prevailing party in any arbitration or judicial relief shall be entitled to reimbursement from the non-prevailing party or parties, for all reasonable costs and expenses, including attorneys' fees in connection with such arbitration or judicial relief. However, the Association may seek declaratory relief for the interpretation of the terms of these Covenants and any other Association Documents, and in that event, the Association shall not be liable for payment of attorneys, regardless of the outcome of the declaratory relief action. Failure by the Association or by any Owners to enforce compliance with any provision of the Association Documents shall not be deemed a waiver of the right to enforce any provision thereafter.

Section 4.8 *Implied Rights and Obligations*. The Association may exercise any right or privilege expressly granted to the Association in the Association Documents, by the Act, and by the Colorado Nonprofit Corporation Act, as those statutes may be amended from time to time.

Section 4.9 *Notice*. Any notice to Owners of matters affecting the Association by the Executive Board, Association officers, or by other Owners shall be sufficiently given if in writing and delivered personally, by courier or private service delivery, or on the third business day after deposit in the mails for registered or certified mail, return receipt requested, at the address of record for real property tax assessment notices with respect to that Owners' Lot, or to the address shown on the Owners' transfer document if the tax assessment records are not available.

ARTICLE 5 POWERS OF THE EXECUTIVE BOARD OF THE ASSOCIATION

Except as provided in the Bylaws and the Act, the Executive Board may act in all instances on behalf of the Association, to:

- (a) Adopt and amend bylaws and rules and regulations;
- (b) Adopt and amend budgets for revenues, expenditures and reserves and collect Assessments;

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- (c) Hire and terminate managing agents and other employees, agents and independent contractors;
- (d) Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the Project;
- (e) Make contracts and incur liabilities;
- (f) Regulate the use, maintenance, repair, replacement and modification of Common Elements, if any;
- (g) Cause additional improvements to be made as a part of the Common Elements, if any;
- (h) Acquire, hold, encumber and convey in the name of the Association any right, title or interest to real or personal property, except that Common Elements, if any, may be conveyed or subjected to a security interest only if Members entitled to cast at least sixty percent (60%) of the votes agree to that action and if all Owners of Lots to which any Limited Common Element is allocated agree in order to convey that Limited Common Element or subject it to a security interest;
- (i) Grant easements, leases, licenses and concessions through or over the Common Elements, if any;
- (j) Impose and receive any payments, fees or charges for the use, rental or operation of the General Common Elements, if any;
- (k) Impose charges for late payment of Assessments, recover reasonable attorney's fees and other legal costs for collection of Assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated, and after notice and opportunity to be heard, levy reasonable fines for violations of the Association Documents;
- (l) Impose reasonable charges for the preparation and recordation of amendments to the Covenants or statements of unpaid Assessments;
- (m) Provide for the indemnification of its officers and Executive Board and maintain directors' and officers' liability insurance;
- (n) Assign its right to future income, including the right to receive Assessments;
- (o) Exercise any other powers conferred by the Covenants or Association Bylaws;

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- (p) Enter into contracts to supply, distribute and administer a water distribution system to all Lots and Parcels;
- (q) Install water meters on water supply lines to any Lots and Parcels;
- (r) Establish Rules and procedures to (a) equitably share the existing supply of water between all Lot and Parcel Owners, (b) set the water charges to be paid based on occupancy of Lots or Parcels, based on part-time or full-time use, (c) set restrictions on use of water during times of short supply, and (d) require approval of the Association prior to making improvements and additions to any Lot or Parcel, when such improvements tend to affect the quantity and use of water, including without limitation, adding appliances, bathrooms, and clothes washing facilities;
- (s) Conduct land surveys and title searches and investigation regarding Common Areas, easements, and other real property located within the boundaries of the Association, but not owned by any Owners;
- (t) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association; and
- (u) Exercise any other powers necessary and proper for the governance and operation of the Association.

ARTICLE 6
MECHANIC'S LIENS

Section 6.1 *No Liability*. If any Owners shall cause any material to be furnished to their Lot or any labor to be performed therein or thereon, no Owners of any other Lot shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished. All such work shall be at the expense of the Owners causing it to be done, and such Owners shall be solely responsible to contractors, laborers, materialmen and other persons furnishing labor or materials to their Lot.

Section 6.2 *Indemnification*. If, because of any act or omission of any Owners, any mechanic's or other lien or order for the payment of money shall be filed against the Common Elements, if any, or the Association (whether or not such lien or order is valid or enforceable as such), the Owners whose act or omission forms the basis for such lien or order shall at their own cost and expense cause the same to be canceled and discharged of record or bonded by a surety company reasonably acceptable to the Association, or to such other Owners, within twenty (20) days after the date of filing thereof, and further shall indemnify and hold all the other Owners and the Association harmless from and against any and all costs, expenses, claims, losses or damages including, without limitation, reasonable attorney's fees resulting therefrom.

Section 6.3 *Association Action*. Labor performed or materials furnished for the Common Elements, if any, if duly authorized by the Association in accordance with this Covenants or its Bylaws, shall be the basis for the filing of a lien pursuant to law against the Common Elements, if any. Any such lien shall be limited to the Common Elements, if any, and no lien may be effected against an individual Lot or Lots.

ARTICLE 7 EASEMENTS

Section 7.1 *Recorded Easements*. The Property shall be subject to all easements as shown on any Map or plat, those of record, and as otherwise as set forth in this Article.

Section 7.2 *Reservation of Easements, Exceptions and Exclusions*. The Association is hereby granted the right to establish from time to time, by Covenants or otherwise, utility, creek bank maintenance, and other easements, permits or licenses over the Common Elements, if any, for the best interest of all the Owners and the Association.

Section 7.3 *Emergency Access Easement*. A general easement is hereby granted to all police, sheriff, fire protection, ambulance and other similar emergency agencies or persons to enter upon the Property in the proper performance of their duties.

ARTICLE 8 MAINTENANCE

Section 8.1 *Maintenance by Owners*. All Owners shall maintain and keep in repair their Lot and any structures or buildings thereon, including the fixtures thereof to the extent current repair shall be necessary in order to avoid damaging other Owners.

Section 8.2 *Maintenance by Association*. The Association shall be responsible for the maintenance and repair of the Common Elements (unless necessitated by damage caused by the negligence, misuse or tortious act of Owners or Owners' Agent), including any signage located on the Common Elements and any drainage structure or facilities. Such maintenance and repair shall be the Common Expense of all Owners. This maintenance shall include, but shall not be limited to, upkeep, repair and replacement, subject to any insurance then in effect, of all landscaping, walls, fences, gates, signage, irrigation systems, sidewalks, driveways and improvements, if any (which shall include without limitation snow removal services, unless performed by another private or public organization formed for such purposes), located in the Common Elements, if any.

Section 8.3 *Association Maintenance as Common Expense*. The cost of maintenance and repair by the Association shall be allocated among the Lots on the basis of the Allocated Interests for Common Expenses in effect on the date of assessment, provided, however, that the Association reserves the right to allocate all expenses relating to fewer than all of the Lots (such as the cost of maintenance and repair attributable to Limited Common Elements) to the Owners of those affected Lots only.

ARTICLE 9 INSURANCE

Section 9.1 *General Insurance Provisions*. The Association shall acquire and pay for, out of the assessments levied under these Covenants, any insurance policies required by the Colorado Common Interest Owners Act and such other insurance as the Executive Board may, within its discretion, determine desirable for the protection of the Common Elements, if any. Such insurance shall conform to the requirements set forth in C.R.S. § 38-33.3-313(4)(a)B(d). An insurance policy issued to the Association does not obviate the need for Owners to obtain insurance for their own benefit.

Section 9.2 *Common Expenses*. Premiums for insurance that the Association acquires and other expenses connected with acquiring such insurance are Common Expenses.

Section 9.3 *Fidelity Insurance*. Fidelity insurance or fidelity bonds must be maintained by the Association to protect against dishonest acts on the part of its officers, directors, trustees, independent contractors and employees and on the part of all others including any manager hired by the Association, who handle or are responsible for handling the funds belonging to or administered by the Association. In addition, if responsibility for handling funds is delegated to a Manager, such insurance must be obtained by or for the Manager and its officers, employees and agents, as applicable. Such fidelity insurance or bond shall name the Association as insured and shall contain waivers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions.

Section 9.4 *Workers' Compensation Insurance*. The Executive Board shall obtain workers' compensation or similar insurance with respect to its employees, if applicable, in the amounts and forms as may now or hereafter be required by law.

ARTICLE 10 ASSESSMENTS

Section 10.1 *Obligation*. All Owners are obligated to pay to the Association (1) the Annual Assessments; (2) Special Assessments; and (3) Default Assessments.

Section 10.2 *Budget*. The Executive Board shall adopt a budget and submit the budget to a vote of the Owners. Within thirty (30) days after the adoption of any proposed budget for the

Association by the Executive Board, the Executive Board shall mail, by ordinary first-class mail, or otherwise deliver a summary of the budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing or other delivery of the summary. Unless at that meeting a majority of all Owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget proposed by the Executive Board. The Executive Board shall levy and assess the Annual Assessments in accordance with the annual budget.

Section 10.3 *Annual Assessments.* Annual Assessments made for Common Expenses shall be based upon the estimated cash requirements as the Executive Board shall from time to time determine to be paid by all of the Owners. Estimated Common Expenses shall include, but shall not be limited to, the cost of routine maintenance and operation of the Common Elements, if any, expenses of management and insurance premiums for insurance coverage as deemed desirable or necessary by the Association, landscaping of the Property, care of grounds within the Common Elements, if any, routine repairs, replacements and renovations within and of the Common Elements, if any, wages, common water and utility charges for the Common Elements, if any, legal and accounting fees, management fees, expenses and liabilities incurred by the Association under or by reason of this Covenants, payment of any default remaining from a previous assessment period, and the creation of a reasonable and adequate contingency or other reserve or surplus fund for insurance deductibles and general, routine maintenance, repairs and replacement of improvements within the Common Elements, if any, on a periodic basis, as needed.

In the discretion of the Executive Board, Annual Assessments may be made payable in full or may be made payable in monthly installments on a prorated basis in advance and shall be due on the first day of each month. The omission or failure of the Association to fix the Annual Assessments for any assessment period shall not be deemed a waiver, modification or release of the Owners from their obligation to pay the same. The Association shall have the right, but not the obligation, to make prorated refunds of any Annual Assessments in excess of the actual expenses incurred in any fiscal year.

Section 10.4 *Apportionment of Annual Assessments.* The Common Expenses shall be allocated among the Lots on the basis of the Allocated Interests for Common Expenses in effect on the date of assessment, provided, however, that the Association reserves the right to allocate all expenses relating to fewer than all of the Lots (such as those expenses attributable to Limited Common Elements) to the Owners of the affected Lots only.

Section 10.5 *Special Assessments.* In addition to the Annual Assessments, the Association may levy in any fiscal year one or more Special Assessments, payable over such a period as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of improvements within the Common Elements, if any, or for any other expense incurred or to be incurred as provided in this Covenants. This Section shall not be construed as an independent source of authority for the

Association to incur expense, but shall be construed to prescribe the manner of assessing expenses authorized by other sections of this Covenants. Any amounts assessed pursuant to this Section shall be assessed to Owners according to their Allocated Interests for Common Expenses, subject to the right of the Association to assess only against the Owners of affected Lots any extraordinary maintenance, repair or restoration work on fewer than all of the Lots shall be borne by the Owners of those affected Lots only, and any extraordinary insurance costs incurred as a result of the value of an Owners' Lot or the actions of particular Owners (or their agents, servants, guests, tenants or invitees) shall be borne by those Owners. Notice in writing of the amount of such Special Assessments and the time for payment of the Special Assessments shall be given promptly to the Owners, and no payment shall be due less than thirty (30) days after such notice shall have been given.

Section 10.6 *Default Assessments*. All monetary fines assessed against Owners pursuant to the Association Documents, or any expense of the Association which is the obligation of Owners or which is incurred by the Association on behalf of Owners pursuant to the Association Documents, shall be a Default Assessment and shall become a lien against such Owners' Lot which may be foreclosed or otherwise collected as provided in this Covenants. Notice of the amount and due date of such Default Assessment shall be sent to the Owners subject to such Assessment at least thirty (30) days prior to the due date.

Section 10.7 *Effect of Nonpayment; Assessment Lien*. Any Assessment installment, whether pertaining to any Annual, Special or Default Assessment, which is not paid on or before its due date shall be delinquent. If an Assessment installment becomes delinquent, the Association, in its sole discretion, may take any or all of the following actions:

- (a) Assess a late charge for each delinquency in such amount as the Association deems appropriate;
- (b) Assess an interest charge from the due date at the yearly rate of eighteen percent (18%), or such other lawful rate as the Executive Board may establish;
- (c) Suspend the voting rights of the Owners during any period of delinquency;
- (d) Suspend the rights of the Owners, and the Owners' family, guests, lessees and invitees, to use Common Element facilities during any period of delinquency;
- (e) Accelerate all remaining Assessment installments so that unpaid Assessments for the remainder of the fiscal year shall be due and payable at once;
- (f) Bring an action at law against any Owners personally obligated to pay the delinquent Assessments; and
- (g) Proceed with foreclosure as set forth in more detail below.

- (h) Terminate the delivery of water to any Lot during any period of delinquency, after giving at least 10 days prior written notice of termination.

Assessments chargeable to any Lot shall constitute a lien on such Lot. The Association may institute foreclosure proceedings against the defaulting Owners' Lot in the manner for foreclosing a mortgage on real property under the laws of the State of Colorado. In the event of any such foreclosure, the Owners shall be liable for the amount of unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, the cost and expenses for filing the notice of the claim and lien, and all reasonable attorney's fees incurred in connection with the enforcement of the lien. The Association shall have the power to bid on a Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

Section 10.8 Personal Obligation. Each Assessment against a Lot is the personal obligation of all of the persons and entities who owned the Lot at the time the Assessment became due and shall pass to and become the obligation of successors in title. No Owners may exempt themselves from liability for the Assessment by abandonment of their Lot or by waiver of the use or enjoyment of all or any part of the Common Elements, if any. Suit to recover a money judgment for unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, and all reasonable attorney's fees in connection therewith shall be maintainable without foreclosing or waiving the Assessment lien provided in this Covenants. Further, the cost and expenses of such proceedings, and all reasonable attorney's fees in connection therewith shall continue to be the personal obligation of the responsible Owners until the amount due is collected in full, and shall include all such costs, expenses, and attorneys fees even if incurred after entry of judgment.

Section 10.9 Payment by Mortgagee. Any Mortgagee holding a lien on a Lot may pay any unpaid Assessment payable with respect to such Lot, together with any and all costs and expenses incurred with respect to the lien, and upon such payment that Mortgagee shall have a lien on the Lot for the amounts paid with the same priority as the lien of the Mortgage.

Section 10.10 Statement of Status of Assessment Payment. Upon payment of a reasonable fee set from time to time by the Executive Board and upon fourteen (14) days' written request to the Association's registered agent by personal delivery or certified mail, first-class postage prepaid, return receipt, any Owners, designee of Owners, Mortgagee, prospective Mortgagee or prospective purchaser of a Lot shall be furnished with a written statement setting forth the amount of the unpaid Assessments, if any, with respect to such Lot. Unless such statement shall be issued by personal delivery or by certified mail, first class postage prepaid, return receipt requested, to the inquiring party (in which event the date of posting shall be deemed the date of delivery) within fourteen (14) days after receipt of the request, the Association shall have no right to assert a lien upon the Lot over the inquiring party's interest for unpaid Assessments which were due as of the date of the request.

Section 10.11 Maintenance Accounts; Accounting. If the Association delegates powers of the Executive Board or its officers relating to collection, deposit, transfer or disbursement of Association funds to other persons or to a manager, then such other persons or manager must (a)

maintain all funds and accounts of the Association separate from the funds and accounts of other associations managed by the other person or manager, (b) maintain all reserve and working capital accounts of the Association separate from the operational accounts of the Association, and (c) provide to the Association an annual accounting and financial statement of Association funds prepared by the manager, a public accountant or a certified public accountant.

ARTICLE 11 DAMAGE OR DESTRUCTION

Section 11.1 *The Role of the Executive Board.* Except as otherwise provided in these Covenants, in the event of damage to or destruction of all or part of any Common Elements improvement, or other property covered by insurance written in the name of the Association, the Executive Board shall arrange for and supervise the prompt repair and restoration of the damaged property (the property insured by the Association pursuant to these Covenants is sometimes referred to as the "Association-Insured Property").

Section 11.2 *Disbursement of Funds for Repair and Reconstruction.* The insurance proceeds held by the Association and the amounts received from the Special Assessments provided for above, constitute a fund for the payment of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners in proportion to the contributions the Owners have made as Special Assessments, the remainder to be divided among the Lots first to the Mortgagees and then to the Owners, as their interests appear.

ARTICLE 12 CONDEMNATION

Section 12.1 *Rights of Owners.* Whenever all or any part of the Common Elements shall be taken by any authority having power of condemnation or eminent domain or whenever all or any part of the Common Elements is conveyed in lieu of a taking under threat of condemnation by the Executive Board acting as attorney-in-fact for all Owners under instructions from any authority having the power of condemnation or eminent domain, all Owners shall be entitled to notice of the taking or conveying. The Association shall act as attorney-in-fact for all Owners in the proceedings incident to the condemnation proceeding, unless otherwise prohibited by law.

Section 12.2 *Partial Condemnation; Distribution of Award; Reconstruction.* The award made for such taking shall be payable to the Association for the benefit of the Owners and Mortgagees and, unless otherwise required under the Act, the award shall be disbursed as follows:

If the taking involves a portion of the Common Elements on which improvements have been constructed, then, unless within sixty (60) days after such taking Owners who represent at least sixty percent (60%) of the votes of all of the Owners shall otherwise agree, the Association shall restore

or replace such Common Elements so taken on the remaining land included in the Common Elements to the extent lands are available for such restoration or replacement in accordance with plans approved by the Executive Board. If such Common Elements are to be repaired or restored, the provisions of these Covenants regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any Common Elements, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be distributed equally among the Lots, first to the Mortgagees and then to the Owners, as their interests appear.

Section 12.3 *Complete Condemnation*. If all of the Property is taken, condemned, sold or otherwise disposed of in lieu of or in avoidance of condemnation, then the regime created by this Covenants shall terminate, provided that the approval is first obtained of fifty-one percent (51%) of First Mortgagees of Lots subject to First Mortgages (which percentage is measured by votes allocated to such Lots), and the portion of the condemnation award attributable to the Common Elements shall be distributed as provided in Section 11 above.

ARTICLE 13 ASSOCIATION AS ATTORNEY-IN-FACT

All Owners hereby irrevocably appoint the Association as the Owners' true and lawful attorney-in-fact for the purposes of purchasing and maintaining insurance, including the collection and appropriate disposition of the proceeds thereof, the negotiation and settlement of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to purchase and maintain insurance as well as dealing with any improvements covered by insurance written in the name of the Association upon their damage or destruction as provided in these Covenants, or a complete or partial taking as provided above. Recording in the Las Animas County records, or acceptance by a grantee of a deed or other instrument of conveyance or any other instrument conveying any portion of a Lot shall constitute appointment of the Association as the grantee's attorney-in-fact, and the Association shall have full authorization, right and power to make, execute and deliver any contract, assignment, deed, waiver or other instrument with respect to the interest of any Owner which may be necessary to exercise the powers granted to the Association as attorney-in-fact.

ARTICLE 14 MORTGAGEE'S RIGHTS

The following provisions are for the benefit of holders, insurers or guarantors of First Mortgages on Lots. To the extent permitted under Colorado law and applicable, necessary or proper, the provisions of this Article apply to these Covenants and also to the Articles, Bylaws and Rules of the Association.

Section 14.1 *Distribution of Insurance or Condemnation Proceeds*. In the event of a distribution of insurance proceeds or condemnation awards allocable among the Lots for losses to,

or taking of, all or part of the Common Elements, neither the Owners nor any other person shall take priority in receiving the distribution over the right of any Mortgagee who is a beneficiary of a First Mortgage against the Lot.

Section 14.2 *Right to Pay Taxes and Charges.* Mortgagees who hold First Mortgages against Lots may, jointly or singularly, pay taxes or other charges which are in default and which may or have become a charge against any Common Elements, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for such Common Elements, and Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

Section 14.3 *Audited Financial Statement.* Upon written request from any Mortgagee which has an interest or prospective interest in any Lot or the Project, the Association shall prepare and furnish within ninety (90) days an audited financial statement of the Association for the immediately preceding fiscal year, at the expense of such Mortgagee.

Section 14.4 *Notice of Action.* Any First Mortgagee which holds, insures or guarantees a First Mortgage, upon written request to the Association (which shall include the First Mortgagee's name and address and the Lot number), will be entitled to timely written notice of:

14.4.1 Any proposed amendment of the Association Documents effecting a change in (a) the boundaries of any Lot or the exclusive easement rights appertaining thereto, (b) the interest in the Common Elements appurtenant to the Lot or the liability of Assessments relating thereto, (c) the number of votes in the Association relating to any Lot, or (d) the purposes to which any Lot or the Common Elements are restricted or any amendment set forth in Section 17.2 below;

14.4.2 Any proposed termination of the common interest community;

14.4.3 Any condemnation loss or any casualty loss which affects a material portion of the Project or which affects any Lot on which there is a First Mortgage held, insured or guaranteed by such First Mortgagee;

14.4.4 Any delinquency in the payment of Assessments owed by Owners subject to the Mortgage where such delinquency has continued for a period of sixty (60) days;

14.4.5 Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

Section 14.5 *Action by Mortgagee.* If these Covenants or any Association Documents require the approval of Mortgagees then, if any Mortgagee fails to respond to any written proposal for such approval within thirty (30) days after such Mortgagee receives proper notice of the proposal (or such longer time as may be set forth in the notice), such Mortgagee shall be deemed to have approved such proposal provided that the notice was delivered to the Mortgagee by certified or registered mail, return receipt requested.

Section 14.6 *Liability of First Mortgagee*. Notwithstanding any other provision of this Article 16, a First Mortgagee shall not be liable for any assessment, charge, penalty or fine and the lien for any such assessment, charge, penalty or fine shall be junior to any First Mortgage on a Lot taken in good faith, for value, and perfected by recording in the office of the Clerk and Recorder for Las Animas County, Colorado, prior to the time a lien for failure to pay any such amount is recorded. Any First Mortgagee who acquires title to such Lot by foreclosure or deed in lieu of foreclosure shall acquire title to such Lot free and clear of any lien for unpaid assessments attributable to expenses of the Association arising after the date upon which the First Mortgage receives a deed to the Lot. The Association shall retain the right to collect all unpaid assessments, charges, penalties or fines from any excess bid at foreclosure or from the predecessor Owners pursuant to the terms of these Covenants regarding payment and collection.

ARTICLE 15
DURATION OF COVENANTS AND AMENDMENT

Section 15.1 *Term*. The covenants and restrictions of this Covenants shall run with and bind the land for twenty (20) years and shall be automatically extended for successive twenty (20) year periods, unless an instrument is signed revoking or terminating the subdivision pursuant to the provisions of these Covenants or the Act.

Section 15.2 *Amendment*. (a) The Executive Board may unilaterally amend this Declaration and/or the Map to correct any clerical, typographical or technical errors, and may amend these Covenants to comply with the requirements, standards or guidelines of recognized secondary mortgage markets, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association or the Federal National Mortgage Association.

(b) If approval of the First Mortgagees is required, such approval shall first be obtained from fifty-one percent (51%) of First Mortgagees of Lots subject to a First Mortgage (which percentage is measured by votes allocated to such Lots). A First Mortgagee shall be entitled to notice and the right to approve amendments, as provided above, if the amendment to the Association Documents add any material provisions which establish, provide for, govern or regulate any of the following:

- i. Voting;
- ii. Increases in Annual Assessments greater than ten percent (10%) of the Annual Assessments assessed in the previous year, Assessment liens or subordination of such liens;
- iii. Reserves for maintenance or repair and replacement of the Common Elements;
- iv. Insurance or fidelity bonds;

- v. Reallocation of interests in the Common Elements, or rights to use of the Common Elements;
- vi. Responsibility for maintenance and repair of the Project;
- vii. Expansion or contraction of the common interest community, the addition or withdrawal of property to or from the common interest community;
- viii. Boundaries of any Lot;
- ix. The interests in the Common Elements;
- x. Convertibility of Lots into Common Elements or of Common Elements into Lots;
- xi. Hazard or fidelity insurance requirements; and
- xii. Restoration or repair of the Association (after damage or partial condemnation) other than as specified herein.

(c) Amendment by Association. Amendments may be executed by the Association only by the affirmative vote or written consent, or any combination thereof, of Members representing fifty-one percent (51%) of the total votes in the Association. Notwithstanding the above, the percentage of votes necessary to amend a specific clause of these Covenants shall not be less than the prescribed percentage of affirmative votes required for action to be taken under such clause. Amendments to these Covenants shall be prepared, executed, and recorded by the President of the Association, and official certified copies may be obtained from the Secretary of the Association. Approval of such amendment may be shown by attaching a certificate of the Secretary of the Association to the recorded instrument certifying the approval of a sufficient number of Owners of the amendment.

(d) Consent of Owners. Any amendment to these Covenants made in conformity with this Declaration shall be conclusively presumed to have received the consent of all Owners and such Owners' Mortgagee, if applicable, and no contrary provision in any Mortgage or contract between Owners and a third party will affect the validity of such amendment.

(e) Statutory Amendment Procedure Available. Regardless of whether any provision of CCIOA applies to this Declaration or to any Association formed pursuant to this Declaration, this Declaration and the official plats and maps of the Property may be amended in the manner provided in C.R.S. 38-33.3-217, and the procedures set forth therein are hereby expressly reserved for use by the Association and its members.

(f) Effective Date: Change in Conditions. Any amendment shall become effective upon Recording, unless a later effective date is specified in the amendment. Any action to challenge the

validity of an amendment adopted by the Association pursuant to this Article may not be made more than one (1) year after its recording in the Las Animas County records, and after that time such amendment shall be conclusively deemed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

Section 15.3 Revocation. These Covenants shall not be revoked nor shall the regime created hereby be terminated (except as provided regarding total destruction and regarding total condemnation), without (a) the consent of all of the Owners evidenced by a written instrument duly recorded with the Clerk and Recorder and (b) the consent of sixty-seven percent (67%) of First Mortgagees of Lots subject to First Mortgages (which percentage is measured by votes allocated to such Lots).

ARTICLE 16 REQUIRED COMPLIANCE, ADOPTION OF RULES

16.1 Compliance with Association Documents. All Owners, tenants, mortgagees, and occupants of Lots and Parcels shall comply with the Association Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the occupancy of a Lot or Parcel constitutes agreement that the provisions of the Association Documents are accepted and ratified by that Owners, tenants, mortgagees, or occupants. All provisions of these Covenants, once recorded in the Las Animas County records, are covenants running with the land and shall bind any Owners, persons or entities having at any time any interest or estate in any Lot or Parcel.

16.2 Adoption of Rules. The Executive Board may adopt Rules regarding the use and occupancy of Lots and Parcels as they affect the Common Elements, the Limited Common Elements, and the activities of occupants, subject to Notice and Comment.

16.3 Right to Notice and Comment. Before the Executive Board amends the Bylaws or initially adopts or subsequently amends the Rules, whenever the Association Documents require that an action be taken after "Notice and Comment," and at any other time the Executive Board determines, the Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action either shall be given to all Owners in writing, delivered personally or by mail to all Owners at such address as appears in the records of the Association, or it shall be published in a newsletter or similar publication which is routinely circulated to all Owners. The notice shall be given not less than ten days before the proposed action is to be taken. It shall invite comment to the Executive Board orally or in writing before the scheduled time of the meeting. The right to Notice and Comment does not entitle Owners to be heard at a formally constituted meeting.

16.4 Right to Notice and Hearing. Whenever the Association Documents require that an action be taken after "Notice and Hearing," the following procedure shall be observed. The Executive Board shall give written notice of the proposed action to all Owners or occupants of Lots and Parcels whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time, and place of the hearing,

which shall be not less than ten days after the notice is given. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing, or both (as specified in the notice), subject to reasonable rules of procedure established by the Executive Board conducting the meeting to assure a prompt and orderly resolution of the issues. Any evidence shall be duly considered but is not binding in making the decision. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

ARTICLE 17 GENERAL PROVISIONS

Section 17.1 *Conflict With Act*. Any provision in these Covenants in conflict with the requirements of the Act shall not be deemed to invalidate such provision as a whole but shall be adjusted as is necessary to comply with the Act.

Section 17.2 *Enforcement*. Except as otherwise provided in these Covenants, the Executive Board, and all Owners shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Covenants. Failure by the Executive Board of the Association, or by Owners to enforce any covenant or restriction contained in these Covenants shall in no event be deemed a waiver of the right to do so thereafter.

Section 17.3 *Severability*. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

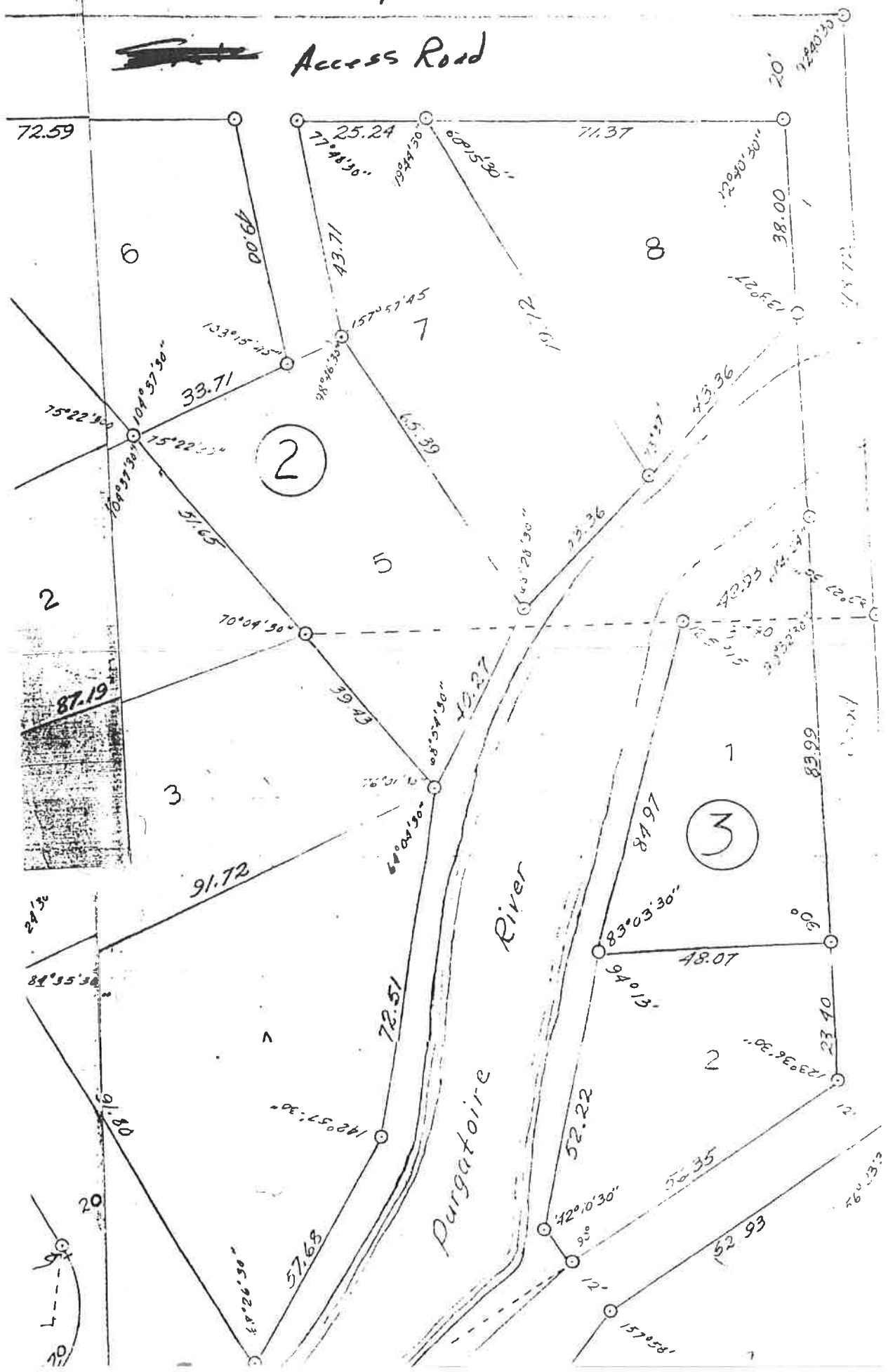
Section 17.4 *Conflicts Between Documents*. In case of conflict between these Covenants and the Articles and the Bylaws of the Association, these Covenants shall control. In case of conflict between the Articles and the Bylaws, the Articles shall control.

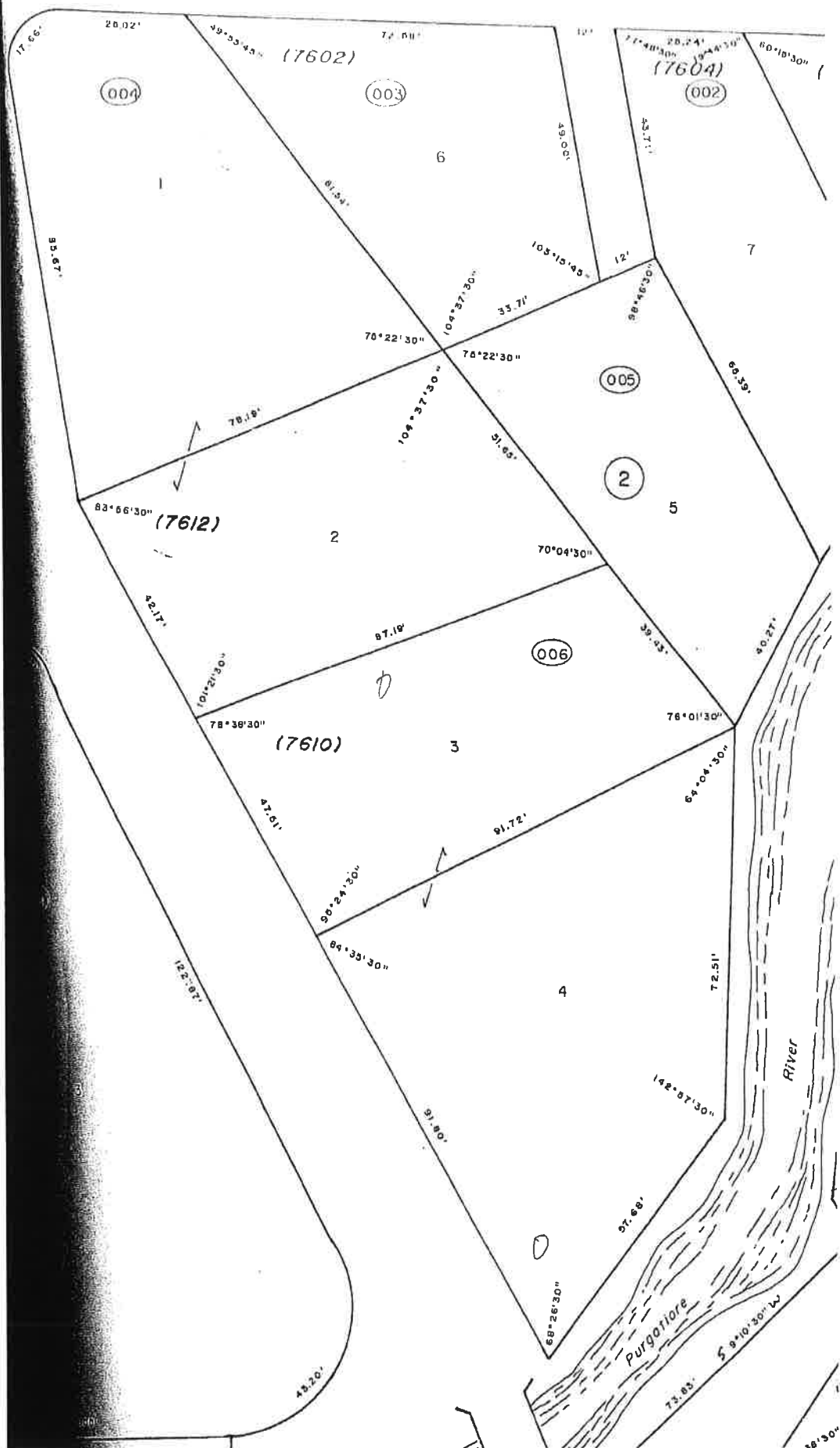
Section 17.5 *Perpetuities*. If any of the covenants, conditions, restrictions, or other provisions of these Covenants shall be unlawful, void, or voidable for violation of the rule against perpetuities then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

END OF COVENANTS

State Hwy 12

~~State~~ Access Road





COLORADO DIVISION OF WATER RESOURCES
DEPARTMENT OF NATURAL RESOURCES
1313 SHERMAN ST., RM 818, DENVER, CO 80203
phone - Info: (303) 866-3587 main: (303) 866-3581
fax: (303) 866-3589 http://www.water.state.co.us

RESIDENTIAL Note: Also use this form to apply for livestock watering

Water Well Permit Application

Review instructions on reverse side prior to completing form.
The form must be completed in black ink.

1. Applicant Information

Name of applicant

Joseph C. Pachorek Jr

Mailing address

7608 HWY 12

City

WESTON

State

CO

Zip code

81091

Telephone #

(719) 868-3647

2. Type Of Application (check applicable boxes)

- ☒ Construct new well ☐ Use existing well
☐ Replace existing well ☐ Change or increase use
☐ Change source (aquifer) ☐ Reapplication (expired permit)
☐ Other:

3. Refer To (if applicable)

Well permit #

Water Court case #

Designated Basin Determination #

Well name or #

4. Location Of Proposed Well

County

LAS ANIMAS

NW 1/4 of the

NE 1/4

Section

29

Township N or S

☐ N ☐ S

Range

☐ E ☐ W

Principal Meridian

Distance of well from section lines (section lines are typically not property lines)

65

ft. from

☒ N ☐ S

3350

ft. from

☐ E ☒ W

For replacement wells only - distance and direction from old well to new well

feet

direction

Well location address (if applicable)

7608 HWY 12, WESTON, CO 81091

Optional: GPS well location information in UTM format

Required settings for GPS units are as follows:

Format must be UTM

Zone must be 13

Units must be Meters

Datum must be NAD27 (CONUS)

Unit must be set to true north

Were points averaged? ☐ YES ☐ NO

Northing

Easting

5. Parcel On Which Well Will Be Located

A. You must check and complete one of the following:

- ☐ Subdivision: Name PICKETWIRE ESTATES
Lot 1015 Block 2 Filing/Unit _____
- ☐ County exemption (attach copy of county approval & survey):
Name/# _____ Lot # _____
- ☐ Parcel less than 35 acres, not in a subdivision, attach a deed with metes and bounds description recorded prior to June 1, 1972
- ☐ Mining claim (attach a copy of the deed or survey):
Name/# _____
- ☐ Square 40 acre parcel as described in Item 4
- ☐ Parcel of 35 or more acres (attach a metes and bounds description or survey)
- ☐ Other (attach metes & bounds description or survey and supporting documents)

B. # of acres in parcel

1.4

C. Are you the owner of this parcel?

☒ YES ☐ NO (if no - see instructions)

D. Will this be the only well on this parcel?

☒ YES ☐ NO (if no - list other wells)

E. State Parcel ID# (optional):

Office Use Only **RECEIVED**

Form GWS-44 (6/2003)

SEP 17 2004

WATER RESOURCES
STATE ENGINEER
COLO.

6. Use Of Well (check applicable boxes)

See instructions to determine use(s) for which you may qualify

- ☒ A. Ordinary household use in one single-family dwelling (no outside use)
- ☐ B. Ordinary household use in 1 to 3 single-family dwellings:
Number of dwellings: _____
☐ Home garden/lawn irrigation, not to exceed one acre:
area irrigated _____ ☐ sq. ft. ☐ acre
☐ Domestic animal watering - (non-commercial)
- ☐ C. Livestock watering (on farm/ranch/range/pasture)

7. Well Data (proposed)

Maximum pumping rate

1.5 gpm

Annual amount to be withdrawn

acre-feet

Total depth

50 feet

Aquifer

8. Water Supplier

Is this parcel within boundaries of a water service area? ☐ YES ☒ NO
If yes, provide name of supplier:

9. Type Of Sewage System

- ☒ Septic tank / absorption leach field
- ☐ Central system: District name: _____
- ☐ Vault: Location sewage to be hauled to: _____
- ☐ Other (attach copy of engineering design and report)

10. Proposed Well Driller License #(optional):

11. Signature Of Applicant(s) Or Authorized Agent

The making of false statements herein constitutes perjury in the second degree, which is punishable as a class 1 misdemeanor pursuant to C.R.S. 24-4-104 (13)(a). I have read the statements herein, know the contents thereof and state that they are true to my knowledge.

Sign here (Must be original signature)

Joseph C. Pachorek Jr

Date

9/17/04

Print name & title

Joseph C. Pachorek Jr

Office Use Only

USGS map name

DWR map no.

Surface elev.

Receipt area only

Invoice # 529863
9/17/2004 -- 15:17:49
Cashier ID: 81
\$488.88

Check Purchase- #638

WE

WR

CWCB

TOPO

MYLAR

SB5

DIV ____ WD ____ BA ____ MD ____

212865

FORM NO GWS-31 10/94	WELL CONSTRUCTION AND TEST REPORT STATE OF COLORADO, OFFICE OF THE STATE ENGINEER		For Office Use only	
1. WELL PERMIT NUMBER <u>259904</u>				
2. OWNER NAME(S) <u>Joseph C JR Pachorek</u> Mailing Address <u>7608 Hwy 12</u> City, St. Zip <u>Wester, CO. 81091</u> Phone (<u>719</u>) <u>868-3647</u>				
3. WELL LOCATION AS DRILLED: <u>NW 1/4 NE 1/4, Sec. 29 Twp. 33 S, Range 68 W</u> DISTANCES FROM SEC. LINES: <u>65</u> ft. from <u>NORTH</u> Sec. line. and <u>3350</u> ft. from <u>WEST</u> Sec. line. OR (north or south) (east or west) SUBDIVISION: <u>Picketwire Estates</u> LOT <u>26</u> BLOCK <u>2</u> FILING(UNIT) _____ STREET ADDRESS AT WELL LOCATION: _____				
4. GROUND SURFACE ELEVATION _____ ft. DRILLING METHOD: <u>Cable Tool</u> DATE COMPLETED <u>February 15 2005</u> TOTAL DEPTH <u>40</u> ft. DEPTH COMPLETED <u>40</u> ft.				
5. GEOLOGIC LOG: Depth Description of Material (Type, Size, Color, Water Location) <u>0-40 overburden LOOSE</u> <u>H. Water @ 15'</u>		6. HOLE DIAM. (in.) From (ft) To (ft) <u>10" + 0</u> <u>15</u> <u>6 casing down 15</u> <u>40</u>		
7. PLAIN CASING OD (in) Kind Wall Size From(ft) To(ft) <u>6 5/8</u> <u>steel</u> <u>188</u> <u>1</u> <u>30</u>		PERF. CASING: Screen Slot Size: <u>1/8 inch</u> <u>6 5/8</u> <u>steel</u> <u>188</u> <u>30</u> <u>40</u>		
8. FILTER PACK: Material <u>NONE</u> Size _____ Interval _____		9. PACKER PLACEMENT: Type <u>NONE</u> Depth _____		
10. GROUTING RECORD: Material Amount Density Interval Placement <u>Cement 175 lbs</u> <u>22 gals</u> <u>0-15</u> <u>poured</u>		REMARKS: <u>Variance request # 2005-017A</u>		
11. DISINFECTION: Type <u>Chlorine</u> Amt. Used <u>2 gallons</u> <u>6 ft. in hole</u>				
12. WELL TEST DATA: <input type="checkbox"/> Check box if Test Data is submitted on Form No. GWS 39 Supplemental Well Test. TESTING METHOD <u>Boiler</u> Static Level <u>8</u> ft. Date/Time measured <u>2/15/05 9:00</u> Production Rate <u>15</u> gpm. Pumping level <u>40</u> ft. Date/Time measured <u>2/15/05 9:30 - 11:30</u> Test length (hrs.) <u>2</u> Remarks _____				
13. I have read the statements made herein and know the contents thereof, and that they are true to my knowledge. [Pursuant to Section 24-4-104 (13)(a) C.R.S., the making of false statements herein constitutes perjury in the second degree and is punishable as a class 1 misdemeanor.] CONTRACTOR <u>Boddy Well Drilling</u> Phone (<u>719</u>) <u>738-3400</u> Lic. No. <u>819</u> Mailing Address <u>P.O. Box 3295 Colorado CO 81032</u> Name/Title (Please type or print) <u>Alex Boddy / Boddy Well Drilling</u> Signature <u>Alex Boddy</u> Date <u>02-28-05</u>				

OFFICE OF THE STATE ENGINEER
COLORADO DIVISION OF WATER RESOURCES
818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203
(303) 866-3581

LIC

WELL PERMIT NUMBER 259904
DIV. 2 **WD 19** **DES. BASIN** **MD**

APPLICANT

Lot: 5&6 Block: 2 Filing: Subdiv: PICKETWIRE ESTATES

JOSEPH C JR PACHOREK
7608 HWY 12
WESTON, CO 81091-

APPROVED WELL LOCATION

LAS ANIMAS COUNTY

NW 1/4 NE 1/4 Section 29
Township 33 S Range 68 W Sixth P.M.

DISTANCES FROM SECTION LINES

65 Ft. from North Section Line
3350 Ft. from West Section Line

UTM COORDINATES (NAD83)

Easting: Northing:

(719) 868-3647

PERMIT TO CONSTRUCT A WELL

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT

CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not ensure that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-92-602(3)(b)(II)(A) as the only well on a residential site of approximately 1/4 acre described as lots 5 and 6, block 2, Picketwire Estates Subdivision, Las Animas County.
- 4) The use of ground water from this well is limited to ordinary household purposes inside one single family dwelling. The ground water shall not be used for irrigation or other purposes.
- 5) The pumping rate of this well shall not exceed 15 GPM.
- 6) The return flow from the use of this well must be through an individual waste water disposal system of the non-evaporative type where the water is returned to the same stream system in which the well is located.
- 7) This well shall be constructed not more than 200 feet from the location specified on this permit.

APPROVED
KVH

State Engineer

DATE ISSUED 10-21-2004

By

EXPIRATION DATE 10-21-2006

Receipt No. 0529863

314450

STATEMENT

DATE

Feb 28 - 2005

TERMS

TO

Joseph C Jr Pacheco

ADDRESS

7608 Hwy 12

Wester, CO. 81091

IN ACCOUNT WITH

Kathy Boddy

PO Box 3295

Cokeville CO 81032

40 ft

drilling casing perforating cement grout
minimum -

2,500.00

Thank you for your business

Kathy Bodney
PDB 3245
COKE dA/C, Co
81032