

**AMENDMENT FOR FILINGS NO. 2 AND NO. 3  
TO  
AMENDED AND RESTATED DECLARATION OF  
PROTECTIVE COVENANTS FOR  
PRAIRIE VISTA MEADOWS**

This Further Amendment to Amended and Restated Declaration of Protective Covenants (the "Covenants") is executed on the date shown below.

**RECITALS**

WHEREAS, Prairie Vista Meadows, LLC, a Colorado limited liability company, as the original declarant recorded that certain Declaration of Protective Covenants recorded on August 14, 2002 in Reception No. 202134718 which was amended on February 2, 2004 in Reception No. 204019035 of the real property records of El Paso County, State of Colorado (hereinafter called "Original Declaration") which encumbered the real property described on Exhibit A thereto and incorporated herein by this reference (hereinafter called "Prairie Vista Meadows"), and

WHEREAS, the original declarant undertook a survey of the parcels of land subject to the Original Declaration as shown by the Land Survey Plat of Prairie Vista Meadows by Clark Land Surveying, Inc., Project No. 1331, dated June 6, 2002, the legal descriptions of those parcels are shown on Exhibit "A" thereto; and

WHEREAS, the original declarant's rights were assigned to Craig A. and Brent L. McConnell by Assignment dated September 3, 2003 and recorded at Reception No. 200205950. Craig and Brent McConnell have subsequently assigned their rights to Prairie Vista Investments, LLC, a Colorado limited liability company, executed October 6, 2003 (which now is and will be referred to herein as the "Declarant"); and

WHEREAS, the Declarant recorded that certain Amended and Restated Declaration of Protective Covenants for Prairie Vista Meadows on February 2, 2004 in Reception No. 204019035 of the real property records of El Paso County, State of Colorado which was amended by the Further Amendment recorded on December 1, 2004 in Reception No. 204196626 of said records (hereinafter collectively called the "Declaration"); and

WHEREAS, the Declarant has now caused the parcels and tracts of the Prairie Vista Meadows to be subdivided into lots (hereinafter called "Lots") pursuant to that certain plat recorded in Reception No. 204014035 of the real property records of El Paso County, State of Colorado (hereinafter called the "Plat"); and

WHEREAS, Section 10 of the Declaration allows the Declarant to make amendments both as Declarant and as Owner with a majority of the Lots within Prairie Vista Meadows as expanded hereby, and

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WHEREAS, the undersigned as the Declarant and owner of a majority of the Lots desires to amend the Declaration as provided herein.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Annexation. The following is hereby added as Paragraph 29 of the Declaration:

“29. **ANNEXATION OF FILINGS NO. 2 AND 3**. The Declarant does hereby annex the real property described on Exhibits A and B attached hereto and incorporated herein (“Filings No. 2 and 3”), together with all improvements thereon and rights appurtenant thereto, but subject to any and all covenants, restrictions, rights, easements and matters of record, to the Project, and the Declarant hereby declares that the Filings No. 2 and 3 and all Lots therein, except as provided in said exhibits, shall be held, sold, used, encumbered, improved, occupied, owned, resided upon, hypothecated and conveyed subject to the easements, restrictions, covenants, provisions and conditions of the Declaration, as amended hereby, and all of which shall run with the land and be binding upon all parties having any right, title or interest in the Filings No. 2 and 3 or any part thereof, their heirs, successors and assigns and which shall inure to the benefit of each owner thereof. The definitions used in the Declaration shall automatically be expanded to encompass and refer to the Project as expanded hereby; e.g., "Lots" shall mean the Lots located on real property described in Exhibit "A" to the Declaration, as well as Lots in Filings No. 2 and 3. The covenants, conditions and provisions of this Amendment shall apply only to Filings No. 2 and 3, but all other provisions of the Amended and Restated Declaration of Protective Covenants for Prairie Vista Meadows as previously amended and restated shall also apply to Filings No. 2 and No. 3. Such provisions shall include the rights reserved by the Declarant pursuant to the Further Amendment, including without limitation, the right to add additional property to the Declaration or to amend, modify or terminate the Declaration as to particular Lots or provisions.”

2. Roofs. Paragraph 8E of the Declaration is hereby amended to add the following:

“4. **ROOF PITCH AND CROSS SECTIONS**: Roof pitch shall be 6.12 or steeper. The roof shall have a minimum of five different cross sections; i.e., roof sections will step up or down between sections or roof sections will be set at different angles to each other following floor plan.”

3. **NUMBER OF BUILDINGS**. Paragraph 3 of the Declaration is amended to add the following:

“Notwithstanding any provision of this Declaration, only three buildings or structures shall be allowed on any five acre Lot. This limitation includes any

building or structure such as a shed, barn, small tuff shed, wind break, or other improvement. Typically, the three buildings would only include a single family residential house, detached garage and storage shed; all of which must be approved in advance by the Architectural Control Committee.”

4. **SIZES.** Paragraph 3 of the Declaration is hereby amended to add the following:

“Notwithstanding any provision of this Declaration, the minimum square footage on the main level of any dwelling shall be 1,650 square feet on the main level, and there shall be no less than 2,000 total square feet if the dwelling has more than one level including basement, but not including the garage. The square footage shall be determined by the Architectural Control Committee in its sole discretion based upon the living area of the dwelling house.”

5. **MAILBOXES.** Paragraph 8E of the Declaration is amended to add the following:

“Individual mail boxes shall be prohibited and instead the Association shall pay for the cost installing a community mailbox at a central location. The Association shall thereafter maintain the central mailboxes in accordance with postal regulations.”

6. **UTILITIES.** Paragraph 25 of the Declaration is amended to delete the second sentence thereof and add the following:

“Notwithstanding any provision of this Declaration, the three existing utility poles along McKissick Road (poles #26, 27 and 28 as shown on Exhibit C attached hereto and incorporated herein by this reference) may remain above ground in their present locations and conditions, but all future power or other utility lines shall be underground throughout the property after it is platted. Any underground telephone cable shall be installed in one inch plastic conduit at the expense of the Lot Owner or the Builder and shall otherwise comply with the telephone company’s requirements.”

7. **DETENTION BASIN.** The following shall be added as Paragraph 30 of the Declaration:

“30. **DETENTION BASIN.** One or more detention basins (“Detention Basin”) is included in the property. A “Private Detention Basin Maintenance Agreement and Easement” (“Detention Basin Agreement”) between and among the Declarant, the Homeowners Association, and the Board of County Commissioners of El Paso County, Colorado, is recorded at Reception No. \_\_\_\_\_ in the records of the Clerk and Recorder of El Paso County, Colorado. The provisions of the Detention Basin Agreement are incorporated

herein by this reference. The Declarant has formed the Association to include managing, operating, cleaning, maintaining, and repairing the Detention Basin, administering and enforcing the covenants, conditions, restrictions, agreements, reservations and easements contained in the Detention Basin Agreement and levying, collecting and enforcing the assessments, charges, and liens imposed herein and under the Detention Basin Agreement. At a minimum, the amount of the annual assessment under this Declaration shall be fixed at an amount adequate to clean, maintain, and repair (to include replacement as may be necessary) the Detention Basin(s). The Declarant, its successor and assigns hereby covenant to construct the Detention Basin pursuant to the Detention Basin Agreement. Should the Declarant, its successor and assigns fail to construct the Detention Basin as provided in the Detention Basin Agreement, then the Association shall construct the Detention Basin. Notwithstanding any provision of this Declaration, any provisions regarding the obligations of the Declarant (except as otherwise provided in the Detention Basin Agreement), the Association and the Lot Owners with respect to the Detention Basin and the Detention Basin Agreement shall neither terminate nor be amended except by written agreement of the Board of County Commissioners of El Paso County, Colorado.”

8. **RULES.** The following is added as Paragraph 31 of the Declaration:

“31. **RULES.** The Association’s Board of Directors may adopt rules and regulations regarding any matter related to this Declaration, as amended, including without limitation, architectural design standards, height of structures, collection of assessments and fines, and enforcement of the covenants regarding pets, parking, nuisances, trash services, and other matters.”

9. **WATER PLAN.** The following is added as Paragraph 32 of the Declaration:

“32. **WATER PLAN.**

A. The Declarant, its successors and assigns, at the time of Lot sales, shall convey to individual Lot Owners 172.5 acre-feet of the Denver Aquifer underlying each Lot to satisfy El Paso County’s 300 year water supply requirement (0.575 x 300 yrs.).

B. The Association and all future Owners of these Lots are responsible for all applicable requirements of the Determination of Water Rights, Case Nos. 722-BD, 756-BD, 804-BD and 870-BD, as well as their responsibility for metering and collecting data regarding water withdrawals from wells.

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

10. Effect of Amendment. Except as amended previously and hereby, the Declaration shall continue in full force and effect, and shall apply to Filings No. 2 and 3, except as provided herein, and any owner or other person or entity having any right, title or interest therein. The provisions of this Amendment shall apply only to Filings No. 2 and 3, not to the property described in Exhibit A of the Declaration.

IN WITNESS WHEREOF, the Declarant, PRAIRIE VISTA INVESTMENTS, LLC, a Colorado limited liability company, and the undersigned have hereunto set their hands this 6<sup>th</sup> day of June, 2006.

PRAIRIE VISTA INVESTMENTS, LLC  
a Colorado limited liability company

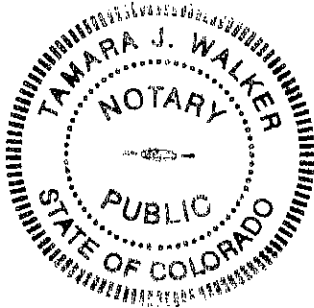
By: Craig A. McConnell  
Its: manager

State of Colorado )  
                                  ) ss.  
County of El Paso

The foregoing document was acknowledged by Craig McConnell, as Manager of Prairie Vista Investments, LLC, a Colorado limited liability company, this 6<sup>th</sup> day of June, 2006.

My Commission expires: My Commission Expires 04-19-09

Tamara J. Walker  
Notary Public



CONSENT OF OWNER OF FILING NO. 3

The undersigned is the owner of Filing No. 3 as described on Exhibit B and hereby consents and ratifies this Amendment and the Declaration described herein.

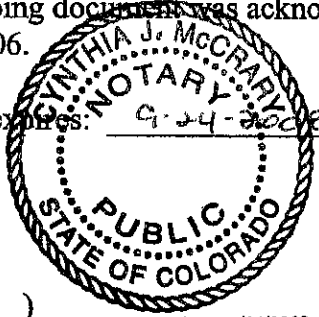
DONE this 8<sup>th</sup> day of June, 2006.

James K. Werner  
James K. Werner  
Carol Werner  
Carol Werner

State of Colorado )  
                          ) ss.  
County of El Paso )

The foregoing document was acknowledged by James K. Werner this 8<sup>th</sup> day of June, 2006.

My Commission expires: 9-24-2008

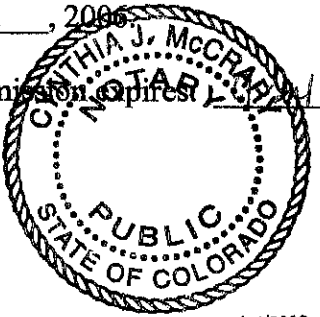


Cynthia J. McCrary  
Notary Public

State of Colorado )  
                          ) My Commission Expires 09/24/2008  
                          ) ss.  
County of El Paso )

The foregoing document was acknowledged by Carol Werner this 8 day of June, 2006.

My Commission expires: 9-24-2008



Cynthia J. McCrary  
Notary Public

## Exhibit A

### Legal Description: Portion of Prairie Vista Meadows Filing No. 2

A portion of Section 23 and the Northwest Quarter of the Southwest Quarter of Section 24, all in Township 12 South, Range 64 West, El Paso County, Colorado.

Basis of Bearings: All bearings are grid bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983. The basis of grid bearing was determined by Global Positioning Satellite methods.

Beginning at the northwest corner of said Northwest Quarter of the Southwest Quarter; thence S 89°18'03"E along the north line of said Northwest Quarter of the Southwest Quarter 1,302.11 feet to the northeast corner thereof; thence S 0°39'20"E along the east line of said Northwest Quarter of the Southwest Quarter 1,324.94 feet to the southeast corner thereof; thence N 89°24'54"W along the south line of said Northwest Quarter of the Southwest Quarter 1,301.24 feet to the southwest corner thereof; thence S 89°37'24"W along the south line of the North Half of the South Half of said Section 23 a distance of 5,262.66 feet to the east line of the West 30 feet of said South Half; thence N 0°38'49"W along said east line 142.68 feet to the southeasterly right of way line of U.S. Highway No. 24; thence N 45°55'22"E along said right of way line 1,742.76 feet to the most westerly corner of Prairie Vista Meadows Subdivision; thence S 44°04'38"E along the westerly line of Lot 19 and Lot 20 in said Subdivision 913.38 feet to the most southerly corner of said Lot 20; thence N 57°44'32"E along the southeasterly line of Lot 20 and 21 in said Subdivision 1048.25 feet to the most westerly corner of a parcel of land described in a document recorded as Reception Number 205026383; thence southeasterly along the southerly line of said parcel, along a non-tangential curve concave to the northeast, the center of said curve bears N 58°30'31"E, said curve having a central angle of 59°11'45", a radius of 330.00 feet, for an arc length of 340.94 feet; thence N 89°18'45"E continuing along said southerly line 1138.27 feet to the west line of a parcel of land described in a document recorded as Reception Number 204188581; thence S 0°41'15"E along the west line of said parcel 1.00 feet to the southwest corner thereof; thence N 89°18'45"E along the south line of said parcel 1053.68 feet to the west line of said Northwest Quarter of the Southwest Quarter; thence N 0°41'26"W along said west line 236.08 feet to the point of beginning.

Containing a calculated area of 157.649 acres, more or less.

## Exhibit B

### Legal Description: Prairie Vista Meadows Filing No. 3

That portion of Section 23, Township 12 South, Range 64 West of the 6th P.P., El Paso County, Colorado, described as follows:

Basis of Bearings: All bearings are grid bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983. The basis of grid bearing was determined by global positioning satellite methods.

Commencing at the northeast corner of said Section 23, said point being a 3 1/4 inch aluminum cap, PLS No. 22103; thence S 0°41 '15"E along the east line of said Section 23 a distance of 1343.13 feet; thence S 89°18'45"W, 1053.67 feet to the Point of Beginning of the parcel to be described; thence continue S 89°18'45"W, 168.13 feet; thence southwesterly along a tangential curve concave to the southeast, said curve having a central angle of 43°23'23", a radius of 300.00 feet for an arc length of 227.19 feet; thence S 45°55'22"W, tangent to said curve, 1335.00 feet; thence southwesterly, southerly and southeasterly along a tangential curve concave to the east, said curve having a central angle of 136°36'37", a radius of 300.00 feet for an arc length of 715.29 feet; thence N 89°18'45"E, tangent to said curve, 1138.28 feet to the intersection with a line that bears S 0°41 '15"E from the Point of Beginning; thence N 0°41'15"W, 1517.09 feet to the Point of Beginning..



3 existing power poles  
to be left  
26, 27 & 28

Exhibit C

