

Clerk & Recorder El Paso Cty, CO 202145113  
08/29/2002 02:26  
Doc \$0.00 Page  
Rec \$20.00 1 of 4 

**DECLARATION OF  
PROTECTIVE COVENANTS  
AFFECTING THE REAL PROPERTY  
KNOWN AS  
HIGHLAND PARK  
FILING TWO**

**DECLARATION OF PROTECTIVE COVENANTS**  
**HIGHLAND PARK FILING 2**

**KNOW ALL MEN BY THESE PRESENTS:**

That whereas Little London, LLC, hereinafter called Declarant, is the owner of Lots fifty-three (53) through one hundred nineteen (119) inclusive, Highland Park Subdivision, Filing No. 2, situate in the County of El Paso and State of Colorado.

NOW THEREFORE, in consideration of the acceptance hereof by the several purchasers and 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 in said subdivision, said Declarant hereby declares to and agrees with each and every person who shall be or shall become the owner of any of said lots that, in addition to the ordinances of the County of El Paso, Colorado, they shall be and are hereby bound by the covenants set forth in these presents and that the property described in these restrictions shall be held and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions and agreements, to wit:

**EXTENSION OF EXISTING COVENANTS:** The covenants of Highland Park Filing 1, recorded June 13, 2000 at Reception No. 200068418 of the records of El Paso County, Colorado, are hereby extended to all lots in Highland Park Filing 2, except as modified hereinafter. The numbered paragraphs below correspond to the affected paragraphs in the Filing 1 covenants.

2. **BUILDING TYPE AND USE:** The following is added to Para. 2:

Lots 102, 103, 105, 106, 115, 116, 118 and 119 are restricted to single story homes to help protect the views of the property owners adjoining to the East. They may include a basement, but normally shall not be excessively bermed, creating a raised-ranch effect.

4. **BUILDING LOCATION:** The following is added to Para. 4.A. (Setbacks):

Those lots located along Cottonwood Creek are subject also to the "prudent line" setback, as shown on the plat.

6. **CONSTRUCTION:** Paragraph 6.C. (Builder compliance fee) is deleted.

8. **ARCHITECTURAL CONTROL:**

Paragraph 8.C.(3)(d) (Fees) is amended to read as follows:

(d) **Fees:** Application shall be submitted with architectural review fee [\$200.00 per 8.B.(4)].

The following is added to Paragraph 8.C.(4) (Repeating Home Plans):

The same home plan may not be repeated on an adjoining (in any direction) lot, even if the adjoining lots are separated by a street. The only exception to this shall be that lots separated by Tracts B and C (East and West of Cottonwood Creek) may allow repeating plans.

11. **EASEMENTS:**

Paragraph 11.B. (Gas Line Easement) is amended to read as follows:

B. **Gas Line Easement:** The Colorado Springs Utilities (CSU) maintains a natural gas line which crosses Lots 59, 85, 88, 87, 86, 109, 108, 105, 103 and 102; this subsection affects only those lots. No change may be made to this easement, or to any covenants relating to this easement, without the prior written approval

Protective Covenants of Highland Park, Filing 2, El Paso County, CO.

Clerk & Recorder El Paso Cty, CO  
08/29/2002 02:26  
Doc \$0.00 Page  
Rec \$20.00 2 of 4  
202145113

of CSU. CSU shall be provided with a copy of any approved and recorded covenants, and any future amendments thereto.

Paragraph 11.C. (Common Use) is amended to read as follows:

C. Common use: An easement is reserved on, under and over a fifty foot triangle at the southeast corner of Lot 101, and the southwest corner of Lot 102 for erection, maintenance and use of subdivision entrance signage by the Declarant and the Highland Park Neighborhood Association, Inc. (HPA). Should such signage result in additional taxes being levied on said lot(s), such additional taxes shall become the responsibility of the HPA, and not the owner of said lot(s). Declarant reserves the right, for itself or the HPA, to at any time construct and maintain a fence along the exterior perimeter of any part of the subdivision, and along those lot lines of Lots 101 and 102 fronting Loch Winnoch Lane.

Paragraph 11.D. (Wells) is amended to read as follows:

D. Wells/Water: A non-exclusive easement in Tracts B and C is hereby reserved by Declarant, its successors and assigns, in a location(s) of Declarant's choice, for the maintenance of any water rights of the Declarant, its heirs successors and assigns, including, if applicable, construction, dredging, and maintenance of the dam and lake, and for construction, operation and maintenance of a well or wells and related equipment and structures to withdraw water owned by Grantor, its successors and assigns, and/or owned by the Highland Park Neighborhood Association, Inc., together with the rights of ingress to and egress from said dam, lake and well(s), and for the construction, operation and maintenance of pipelines and other facilities and structures necessary for the production and transportation of water, including the fire line from the lake to the fire hydrant on Lot 54. The location and extent of said easement shall be determined by Grantor, its successors or assigns, in its/their sole discretion.

Paragraph 11.E. (Trails) is amended to read as follows:

E. Trails: Easements for trails for the exclusive use of owners in all filings, present and future, of Highland Park are reserved as shown or stated on the recorded plat. Owners are required to cut the grass along the trail on their lot, and the Highland Park Neighborhood Association, Inc. shall be obligated to maintain the trail.

A twenty-five (25) foot wide non-exclusive public non-motorized trail easement will be granted at no charge by the Declarant or the Highland Park Neighborhood Association, Inc. to El Paso County through Tracts B and C as a corridor for the County's Cottonwood Creek Regional Trail at the time the County determines that the need for the trail exists. The exact location of the easement shall be determined by the County and the Declarant or the Highland Park Neighborhood Association, Inc., whichever owns the Tracts at that time.

The following Paragraphs 11.F. and G. are added:

F. Tract D: Tract D is temporarily reserved for potential future right of way for Research Parkway. Should the County determine that it will not be needed for said right of way, Tract D shall be replatted and sold as an additional residential lot, subject to these covenants. Owners agree to such use, and shall not object thereto in any public meeting or communication.

G. Tracts B and C may be used for any lawful purpose by Declarant, its heirs, successors or assigns, and any rules imposed by the Highland Park Neighborhood Association, Inc. (HPA) on use of Tracts B and C shall not bind the Declarant

Clerk & Recorder El Paso Cty, CO 202145113  
08/29/2002 02:26 Page  
Doc \$0.00 3 of 4  
Rec \$20.00

without the prior written consent of the Declarant, its heirs, successors or assigns. This covenant provision may not be changed, except by the Declarant, and shall survive any transfer of title from Declarant to the HPA or other Grantee.

23. WATER AUGMENTATION PLAN: Paragraph 23.H. (Water to lot buyers) is amended to read as follows:

H. Water to lot buyers: Declarant, its successors and assigns, at the time of lot sales, shall convey to individual lot owners sufficient water rights in the Dawson and Denver Aquifers underlying each lot as may be applicable to satisfy El Paso County's 300 year water supply requirement. Those amounts should be approximately 168 acre feet (0.56 acre feet/year x 300 years) to satisfy the requirement for each lot in the subdivision. Lots 53, 54, 55, 56, 57, 58 and 59 shall utilize Dawson aquifer wells, and those lots in Filing 2 lying East of Cottonwood Creek shall utilize Denver aquifer wells. The Declarant has previously conveyed water rights in the Arapahoe and Laramie/Fox Hills aquifers to the Highland Park Neighborhood Association, Inc. by deed recorded at Reception No. 200068420 of the records of El Paso County, CO.

25. TERM OF COVENANTS: Paragraph 25 (Term of Covenants) shall remain unchanged. However, the Declarant's intent is that the covenants for all filings of Highland Park expire and renew at the same time. Therefore, the initial term of these Filing 2 covenants shall be the initial term of the Highland Park, Filing 1 covenants.

**IN WITNESS WHEREOF**, the undersigned has caused his name to be hereunto subscribed this 20<sup>th</sup> day of August, A.D. 2002.

Little London, L.L.C., a Colorado Limited Liability Company

*Kenneth H. Barber*

By, Kenneth H. Barber - Manager

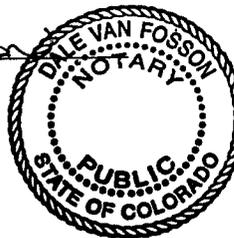
STATE OF COLORADO

COUNTY OF EL PASO

ss: The foregoing document was acknowledged before me this 20<sup>th</sup> day of August, 2002 by Kenneth H. Barber, as manager of Little London, LLC.

My commission expires 8/9/2004

*Dale Van Fossom*  
Notary Public



Recorded in El Paso County, Colorado  
Reception Number 202145113  
Date: 8/29/02

Clerk & Recorder El Paso Cty, CO 202145113  
08/29/2002 02:26  
Doc \$0.00 Page  
Rec \$20.00 4 of 4