Covenants

Covenants as to the location of buildings, roads, etc.

The property comprising the above mentioned subdivision is more specified. The restriction or limitation of said property, to provide access for the accommodation of said properties, to secure the use and enjoyment of building lots and streets and for the purpose of improving the property so as to provide such improvements and additions as will improve the building lots and streets as well as the general improvements for the community, are hereby declared to be in the condition, covenants, restrictions, regulations, and all real and personal property of the above real estate, to be specific and exact, and set forth the property so as to prevent the taking or sale of any part thereof without the consent of the owner, and shall apply to and upon the said property under the conditions of the present.

General Purposes of Covenants

Whatever is said of the above property, the same is declared to be in the condition, covenants, restrictions, and regulations, to the extent that the same will be held, leased, sold, and conveyed, to secure the use and enjoyment of building lots and streets as well as the general improvements for the community, are hereby declared to be in the condition, covenants, restrictions, regulations, and all real and personal property of the above real estate, to be specific and exact, and set forth the property so as to prevent the taking or sale of any part thereof without the consent of the owner, and shall apply to and upon the said property under the conditions of the present.
...
water rights, subject to the provisions of Article 4 of this Act, shall be determined as follows: In case of multiple holders of a water right, the following rules shall govern the allocation of the water right:

1. Prior rights: The senior water right shall have priority over any junior water right.
2. Proportionate rights: Water rights shall be proportionate to the amount of water required for beneficial use.
3. Seniority: The senior water right shall take precedence over any junior water right.
4. Reasonable use: Water rights shall be used for purposes that are reasonable and do not cause undue harm to other water rights.

The above rules shall be enforced by the appropriate state or federal agency, as determined by the laws of the state or federal jurisdiction.

In case of disputes, the water rights holder shall provide documentation to support their claim, and the dispute shall be resolved by the appropriate authority in accordance with the laws of the state or federal jurisdiction.

Any other provisions of law to the contrary notwithstanding, the provisions of this section shall be interpreted in a manner that furthers the public interest and the public convenience.

The Secretary of the Interior, or the Secretary of Agriculture, shall have the authority to enforce this Act and to issue rules and regulations to carry out its provisions.

This Act shall take effect on the date of approval by the Governor of the State of Colorado, or the Secretary of the Interior, or the Secretary of Agriculture, as the case may be.
IN WITNESS WHEREOF, the undersigned companies have executed this instrument in day of September, 1998.

The company, Colorado, the 1st day of September, 1998.

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