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Bernard J. Gonzales - Las Animas County Recorder

DECLARATION OF  
PROTECTIVE COVENANTS  
EAGLES LANDING RANCH  
FILING NO. 2

This Declaration of Protective Covenants is made as of the 30<sup>th</sup> day of July, 1996 by Bluegreen Corporation of the Rockies, a Delaware Corporation (hereinafter called the "Declarant"). Declarant is the Owner of certain real property situated in Las Animas County, Colorado particularly described in Exhibit A hereto, named and identified as Eagles Landing Ranch.

Declarant does hereby declare that the above-described Eagles Landing Ranch shall be subject to the following easements, conditions and protective restrictions, that will bind the grantees, heirs, successors, and assigns of the Owners and future Owners:

**Section 1 Definitions**

- A. Lot shall mean those individual Lots resulting from any division or divisions of the above-described real property filed, or to be filed, in the office of the county clerk and recorder.
- B. Lot Owner shall mean the Owner of record, including successors and assigns, of any Lot located on the above-described Eagles Landing Ranch.
- C. Common Easements shall mean the roads leading into and within Eagles Landing Ranch.
- D. Development shall mean and refer to that certain real property described above, made subject by Declarant to these Covenants, conditions, and protective restrictions.
- E. Landowner's Association shall mean and refer to the Eagles Landing Ranch Landowner's Association, Inc., a Colorado non-profit corporation, which is being formed for the purpose of enforcing and carrying out the purposes of these Covenants, conditions, and protective restrictions.
- F. Membership shall mean a 1/52<sup>nd</sup> interest in and responsibility for the common expenses of the Landowners Association for Lots 1-52, filing No. 1 and Filing No. 2. The Association shall be a Membership Corporation without certificates or shares of stock. There shall be one class of membership and there shall be one membership in the corporation for each such lot within the development.

**Section 2 Common Easements**

- A. Access Roads - Declarant is reserving and granting and conveying a 60 foot wide easement for general ingress and egress to each Lot and a general easement for public utilities across the real property to each Lot. Public utilities will follow access roads, where practical. The easement shall be 30 feet on each side of the centerline of the road system to be constructed by Declarant on the real property. Declarant reserves the right to attach to this document exhibits that show the approximate location of the access roads, as they are built.
- B. Obstruction of Common Easements - No gates or obstructions will be placed upon or block any access roads, unless the access road terminates on the Lot Owner's property. However, a Lot Owner may place, at it's expense, a cattle guard on the common easement, if the cattle guard is constructed to county road specifications and has a gate on one side of the cattle guard, for use by vehicles, livestock, horses, or persons otherwise using the road.
- C. Maintenance of Common Easements - All Common Easements shall be maintained by the Landowner Association.

**Section 3 General Provisions**

- A. Fences - Declarant and the Lot Owners are not required to participate in the construction of partition fences between Lots. Any Lot Owner who wishes to fence his land must bear the expense of fencing, unless he can get his neighbor to voluntarily cooperate in the fence between such Lots. The expense of maintaining such fences is the sole responsibility of the Lot Owners constructing them, or their heirs, successors, or assigns.
- B. Livestock - Any animals kept by a Lot Owner must be contained by an adequate fence, within the boundaries of the Lot. No Lot Owner will be permitted to operate a hog farm or feedlot on any Lot.

C. **Water and Sewer** - A Lot Owner assumes the responsibility of supplying and developing water and sewage facilities for his own Lot. Wells, water systems, and septic systems must be drilled, installed, and maintained at all times, in accordance with the applicable rules and regulations of public agencies having jurisdiction.

D. **Signs** - No signs or advertisements shall be placed on the property, except for a sign designating the Lot Owner or occupant's name, Lot number or address. This restriction shall not preclude the Declarant from placing "For Sale" signs near roadways, for the sole purpose of selling remaining Lots.

E. **Refuse and Junk Prohibited** - No Lot Owner will dump refuse or garbage on any Lot, nor will any Owner build, maintain, operate or construct, or in any way cause to be placed on their property, any structure or condition that will cause the accumulation or existence of animal waste, junk, abandoned cars, or any condition causing an obnoxious odor.

F. **Restriction Against Subdivision** - No Lot may be further subdivided, except by Declarant, to the extent that each parcel of land from such a subdivision shall consist of 35 or more acres.

G. **Number of Dwellings per Lot** - No more than one residence and accompanying outbuildings may be permitted per Lot. Each residence may also have a guest house. No building may be build within 30 feet of any Lot boundary.

H. **Temporary Residence** - A pick-up camper, camp trailer, motor home, or tent may occupy a parcel for recreational purposes only and shall not become a permanent dwelling. No mobile homes or double-wide mobile homes shall be allowed to be placed on the property. This restriction shall not preclude the construction of quality component or modular housing, on a permanent, concrete foundation.

I. **Completion of Construction** - Construction of any building on a Lot must be completed within 12 months from the start of construction and must be in accordance with applicable rules and regulations of public agencies having jurisdiction.

J. **Timber** - Timber growing on a Lot may be used by a Lot Owner for the Lot Owner's personal firewood fencing, or for the construction of buildings located on the Lot. No Lot Owner shall sell timber for any commercial purpose or for sale or use off the Lot, without first obtaining the written permission of the Landowner's Association.

K. **Maintenance of Lots** - Notwithstanding any other provision of these Covenants, each Lot Owner shall the best of his ability, maintain the Lot in good repair and appearance, at all times.

L. **Commercial Use** - No Lot shall be used for commercial purposes.

#### Section 4 Enforcement and Miscellaneous Provisions

A. **Declaration Attaches to the Land** - These Protective Covenants shall run with the land and shall be binding upon the present Lot Owners and all subsequent Lot Owners of any Lot within or on a portion of Eagles Landing Ranch. These Protective Covenants may be amended by the Declarant in its sole discretion to include additional property as it is developed or to withdraw any Lot or property subject to these Covenants prior to sale of such Lot or property to a third party. These Protective Covenants may also be amended by an instrument executed by the persons owning in the aggregate 80% of the acreage, subject to these original Covenants. Such amendment shall be effective when duly recorded Las Animas County, Colorado. The President, Treasurer, or Secretary of the Landowners Association may prepare, certify and record amendments to the Declaration. No amendment of these Covenants may change or increase the obligation of the Declarant, without its express written consent. No amendment of these Covenants may diminish a Lot Owner's right of ingress or egress, as set forth herein.

B. **Powers and Enforcement** - In furtherance of its purposes but not otherwise, the Landowner's Association shall have the following powers:

1. All of the powers conferred upon non-profit corporations by the common law and the statutes of the State of Colorado, in effect from time to time.
2. All of the powers necessary or desirable to perform the obligations and duties and exercise the rights of the Landowner's Association under the Covenants, including, without limitation, the following:
  - a. To make and collect assessments against Lot Owners, for the purpose of defraying the costs, expenses, and any losses of the Landowner's Association, or of exercising powers or of performing its functions, including the right to enforce such assessments through the use of liens on delinquent Lot Owner's Lots. Annual assessments shall not exceed \$300.00 per year for each lot.
  - b. To manage, control, maintain, repair, improve, and enlarge Common Easements.

- c. To enforce covenants, restrictions, or conditions effecting the Development, to the extent the Landowner's Association may be authorized under these Covenants and to make and enforce rules and regulations, for the use as Common Easements.
- d. To engage in activities, which will actively foster, promote, and advance the common ownership interest of the Lot Owners within the Development.
- e. To buy or otherwise acquire, sell, or dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate, and otherwise deal with and in, real, personal and mixed property of all kinds, and any right or interest therein, for any purpose of the Landowner's Association.
- f. To borrow money for any purpose of the Landowner's Association, limited in amount or in other respects, as may be provided in the By-Laws of the Landowner's Association.
- g. To enter into, make, perform, or enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Landowner's Association, with or in association with any person, Firm, association, corporation, or other entity or agency, public or private.
- h. To adopt, alter, and amend or repeal such By-Laws as may be necessary or desirable for the proper management of the affairs of the Landowner's Association; provided, however, that such By-Laws may not be inconsistent with, or contrary to any provisions of these Covenants.
- 3. The foregoing enumeration of powers shall not limit, or restrict in any manner, the exercise of other and further rights and powers, which may now and hereafter be allowed or permitted by law. The powers specified in each of the paragraphs of this section (Section B) are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provisions of this section (Section B).
- 4. The provisions of the Covenants, or any lawful amendments, may be enforced by Eagles Landir Landowner's Association, Inc., or any Lot Owner, by either an action for damages arising out of violation, or by an action to abate a nuisance, or an action to restrain a threatened or prospective violation or restrain a continuing violation or any other matter permitted by law or equity. In any action, of any kind, for the enforcement of these Protective Covenants, if the relief prayed for is granted, in whole or in part, the applicant for relief shall be entitled to receive necessary court costs for the action, including reasonable attorneys' fees.
- C. Notice - Notices of all annual and special meetings shall be given by the President or the Secretary of the Association, by regular mail, addressed to the registered address of the Members, at least five (5) days prior to the date set for such meeting. Any such notice shall state the date, time and place of the meeting and if the meeting is a special meeting the purposes thereof. Waiver of notice, either in person or by proxy, and signed either before, at, or after any meeting, shall be a valid substitute for service. The certificate of the President or Secretary that notice was duly given, shall be prima facie evidence thereof.
- D. Declarant Control - Bluegreen Corporation of the Rockies control over the Landowners Association shall terminate no later than 60 days after conveyance of 75% of the lots, or 2 years after the last conveyance.
- E. Severability - Should any provision of these Covenants be void, invalid, or unenforceable in law or equity, by judgment or court order, the remaining provisions hereof shall be and remain in full force and effect.
- F. Perpetuities Rule - In the event the provisions hereunder are declared void by a court of competent jurisdiction, by reason of the period of time herein stated, for which the same shall be effective, then, in that event, the terms shall be reduced to a maximum period of time, which shall not violate the rule against perpetuities, as set forth in the laws of the State of Colorado.
- G. Mortgagee Protection - A breach of any of the Covenants, conditions, or restrictions contained herein shall not render invalid the lien, charge, or encumbrance of any mortgage lien or security interest made in good faith, and for value, which may then exist upon any Lot.

IN WITNESS WHEREOF, Bluegreen Corporation of the Rockies has signed this Declaration of Covenants on the date set forth in the acknowledgment.

BLUEGREEN CORPORATION  
a Delaware Corporation

By: *Jeffrey A. Switzer*  
Jeffrey A. Switzer, Vice President, 1994



STATE OF COLORADO )  
                                  ) SS:

COUNTY OF Pueblo )  
Subscribed and sworn before me by Jeffrey A. Switzer on the 8<sup>th</sup> day of August, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: 10/28/2001

*Beth Leen Benedict*  
Notary Public



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