



DECLARATION OF PROTECTIVE COVENANTS EAGLES LANDING RANCH FILING NO. 3

This Declaration of Protective Covenants is made as of the 26th day of March 2024, by Eagles Landing Ranch Landowners' Association (hereinafter called the "Declarant"). Declarant is a Colorado non-profit corporation, its members being the Owners of certain real property situated in Las Animas County, Colorado, particularly described in the previous filing of these Covenants, recorded in the office of the County Clerk and Recorder of the County of Las Animas, Colorado, relating to a land subdivision in the county of Las Animas, Colorado (hereinafter referred to as the "Development"), as follows:

Filing No. 1 on 9/26/1996, in Book 934, Page 1009, Rec #620662

Filing No. 2 on 8/11/1997, in Book 947, Page 274, Rec #626226

Declarant does hereby declare that the above-described Eagles Landing Ranch shall be subject to the following easements, Covenants, 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. "Landowners' Association" shall mean and refer to the Eagles Landing Ranch Landowners' Association, Inc., a Colorado non-profit corporation, which was formed in 1996 for the purpose of enforcing and carrying out the purposes of these Covenants, conditions and protective restrictions.
- E. "Membership" shall mean 1/51st interest in and responsibility for the common expenses of the Landowners' Association, Lots 1-23 (Filing No. 1) and Lots 25-52 (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.
- F. "Board of Directors" shall mean the governing body of the Landowners' Association, consisting of members elected by the membership.
- G. "Director" shall mean any current members of the Board of Directors.
- H. "Super Majority" shall mean an affirmative vote totaling at least 67% of the entire membership.
- I. "Majority of Members" shall mean an affirmative vote totaling more than 50% of the entire membership.

- J. "Simple Majority" shall mean an affirmative vote totaling more than 50% of the memberships attending a meeting, so long as that meeting was announced in advance per requirements, and quorum is met.
- K. "Fiscal Year" shall mean the one-year period from year to year, specifically July 1 to the following June 30, around which the finances and business of the Landowners' Association is conducted.

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 terminates on the Lot Owner's property. However, a Lot Owner may place, at its expense, a cattle guard on the common easement, if the cattle guard is constructed to county 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 Landowners' Association, except as specified in the ByLaws.

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 their land must bear the expense of fencing, unless they can get their 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 their 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. The

restriction shall not preclude the Declarant from placing "For Sale" signs near roadways, for the purpose of selling remaining Lots.

- E. Refuse and Junk Prohibited – No Lot Owner will dump refuse or junk 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, and all resulting parcels 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 built 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 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 the Lot Owner for 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 from the Lot, without first obtaining permission from the Landowners' Association.
- K. Maintenance of Lots – Notwithstanding any other provision of these Covenants, each Lot Owner shall, to the best of their ability, always maintain the Lot in good repair and appearance.
- L. Commercial Use – No lot shall be used for any commercial purposes.

Section 4 Enforcement and Miscellaneous Provisions

A. Declaration Attached to the Land

1. 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.
2. These Protective Covenants may only be amended by a Super Majority vote of the membership. Such an amendment shall be effective when duly recorded in Las Animas County, Colorado. An Officer of the Landowners' Association may prepare, certify, and record amendments to the Declaration. 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 Landowners' Association shall have the following powers:

1. All 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 the powers necessary or desirable to perform the obligations and duties and exercise the rights of the Landowners' 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 Landowners' Association, or of exercising its powers or of performing at functions, including the right to enforce such assessments through the use of liens on delinquent Lot Owner's Lots. These assessments may include:

(1) Annual assessments, billed with the Fiscal Year followed by the Landowners' Association. Annual assessments shall not be raised more than 10% in any given five-year period.

(2) Special assessments may be billed for specific uses which cannot be met with the regular Annual budget. Special assessments may only be assessed if it passes a Super Majority vote of the membership.

b. To manage, control, maintain, repair, improve, and enlarge Common Easements.

c. To enforce covenants, restrictions, or conditions affecting the Development, to the extent the Landowners' Association may be authorized under these Covenants and to make and enforce rules and regulations for the use of Common Easements.

d. To manage and enforce By-Laws as may be necessary or desirable for the proper management of the affairs of the Landowners' Association. Such By-Laws may be amended by a Majority of Members; provided, however, that such By-Laws may not be inconsistent with or contrary to any provisions of these Covenants.

e. To engage in activities, which will actively foster, promote, and advance the common ownership interest of the Lot Owners within the Development.

f. 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 Landowners' Association.

g. To oversee any Loans obtained for any purpose of the Landowners' Association. Any loans to the Landowners' Association may be obtained only if it passes a Super Majority vote of the membership.

h. 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 Landowners' Association, with or in association with any person, firm, association, corporation or other entity or agency, public or private.

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 are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provisions in the section.

4. The provisions of the Covenants, or any lawful amendments, may be enforced by Eagles Landing Landowners' Association, Inc., or any Lot Owner, by either an action for damages arising out of a 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 attorney's fees.

C. Notice – Notices of all annual and special meetings shall be given by the President or Secretary of the Association, by regular mail, addressed to the registered address of the Members, at least thirty (30) 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 the 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. 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 in remain in full force and effect.

