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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE VILLAGE AT EAGLE LANDING

THIS DECLARATION, made on the date hereinafter set forth by THE B.E.S., INC., a Colorado Corporation, hereinafter referred to as Declarant.

WITNESSETH:

WHEREAS, Declarant is owner of certain property in the County of Montrose, State of Colorado, which is more particularly described as:

A tract of land situated in U.S. Government Lots 1 and 8, Section 4, Township 48 North Range 9 West, N.M.P.M., also being a part of Vista San Juan Addition No. 6 to the City of Montrose, Colorado and being more particularly described as follows: Beginning at the southeast corner of the Vineyard at Vista San Juan Filing No. 6, said point being on the east line of said U.S. Government Lot 1 from whence the northeast corner of said U.S. Government Lot 1 bears N00 17'53"W, 646.90 ft.; thence S00 17'53"E, along the east line of said U.S. Government Lots 1 and 8, a distance of 565.46 ft. to the northeast corner of Lot 2, Vista San Juan Filing No. 8; thence the following courses along the boundary of said Lot 2: N84 15'21"W, 213.68 ft.; S74 45'32"W, 151.71 ft.; S62 14'08"W, 188.22 ft.; South, 346.86 ft.; S86 09'41"E, 529.26 ft. to a point on the east line of said U.S. Government Lot 8 being a point on the boundary of Lot 1, Vista San Juan Village Filing No. 8 S00 17'53"E, 248.81 ft. to the southeast corner of said Lot 1, No. 8; thence S00 17'53"E, 284.81 ft. to the southeast corner of Lot 1, Vista San Juan Village Filing No. 8; thence N89 43'54"W, 767.46 ft. to the southwest corner of said Lot 1, Vista San Juan Village Filing No. 8; thence South, 31.19 ft. to a point on the south line of said U.S. Government Lot 8; thence N89 43'27"W along said south line, 50.05 ft.; thence North, 685.75 ft. to the southeast corner of Lot 12, Block 5, Vista San Juan Filing No. 5; thence North, 332.61 ft. to the northeast corner of Lot 13, Block 6, said Vista San Juan Village Filing No. 5 being a point on the south line of Vista San Juan Village Filing No. 4; thence N84 00'00"E, 50.28 ft. to the southeast corner of said Vista San Juan Village Filing No. 4 being a point on the boundary of said The Vineyards At Vista San Juan Village Filing No. 6; thence the following courses along the boundary of said The Vineyards At Vista San Juan Village Filing No. 6: South, 56.02 ft.; 31.42 ft. along the arc of a curve to the right having a radius of 20.00 ft., a central angle of 90 00'00", and a long chord which bears N45 00'00"E, 28.28 ft.; East, 83.40 ft.; 157.08 ft. along the arc of a curve to the left having a radius of 100.00 ft., a central angle of 90 00'00", and a long chord which bears N45 00'00"E, 141.42 ft.; North, 233.90 ft.; East, 191.00 ft.; S65 33'22"E, 60.42 ft.; East, 202.52 ft.; N53 29'57"E, 116.87 ft.; N89 42'07"E, 14.68 ft. to the point of beginning, containing 16.724 acres

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NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

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ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the VILLAGE AT EAGLES LANDING HOME OWNERS ASSOCIATION, its successors and assigns. Any successor Association may be an entity permitted by the laws of the State of Colorado, including, but not limited to, a corporation, cooperative association, general partnership, or unincorporated association.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any unit which is part of the Property, including contract buyers, but excluding those having an interest in all or any part of the Property as security for the performance of an obligation.

Section 4. "Greenbelt Areas" shall mean all of the Property included within any subdivision plat except the Units as hereinafter defined.

Section 5. "Unit" shall mean a building site including the land on which the building is located, together with the improvements thereon and all rights and easements appurtenant thereto, constituting an individual residence, title to which has been or hereafter may be conveyed in fee simple by reference to the numerically designated or alphabetically lettered plots of land within the Property as shown and described on all subdivision plats of said property or portions thereof as they are filed of record.

Section 6. "Member" shall mean every person or entity who holds membership in the Association.

Section 7. "Declarant" shall mean B.E.S., INC., its successors and assigns if such successors or assigns acquire all unsold Units and undeveloped land of the Declarant for the purpose of development.

Section 8. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions.

Section 9. "Encumbrancer" shall mean the beneficiary of a first Deed of Trust of Real Estate Mortgage.

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ARTICLE II

ASSOCIATION

Section 1. - Membership. Every Owner, as defined in Article 1, Section 3 shall be deemed to have a membership in the Association. No Owner, whether one or more Persons, shall have more than one (1) membership per Unit owned. In the event the Owner of a Unit is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the Bylaws. The membership rights of a Unit owned by a corporation, partnership or trust shall be exercised by the individual designated by the Owner in a written instrument provide to the Secretary of the Association, subject to the provisions of this Declaration and the Bylaws.

Section 2. - Voting The association shall have two (2) classes of membership, Class A and Class B, as follows:

Class A. Class A Members shall be all Owners with the exception of the Declarant, and shall be entitled to one (1) vote for each Unit owned. When more than one (1) Person holds an interest in any Unit, all such Persons shall be Members. The vote for such Unit shall be exercised as those Persons determine among themselves and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended if more than one (1) Person seeks to exercise it.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to four (4) votes per unit owned and, in addition, shall be entitled to appoint a majority of the members of the Board of Directors during the Class B control Period, as specified in Section (3)(b) of Article II. The Class B membership shall terminate and become converted to Class A membership upon the earlier of:

(a) upon the completion of fifty (50) Units; or
(b) when, in its discretion, the Declarant so determines

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Section 3. - Number of Directors, Election and Term of Office. The number of directors, their election and term of office shall be as follows:

(a) The number of Directors constituting the initial Board of Directors shall be three.

(b) Declarant shall appoint the initial Board of Directors. The Class B member shall be entitled to elect all three members of the Board of Directors until the completion of thirty five Units at which time the Class A Members shall be entitled to elect one director and the Class B Member shall be entitled to elect two directors. Upon the termination of Class B Membership, the Class A Members shall be entitled to elect all of the Directors.

(c) All Directors shall be elected at the annual meeting of the Association for a term of one year and shall hold office until a successor shall have been elected and qualified. All Directors elected by Class A Members shall be members of the Association.

(d) Directors elected by the Class A Members may be removed only by the Class A Members, and Directors elected by the Class B Member may be removed only by the Class B Member.

Section 4. - Assumption of Obligations of Declarant. The Association shall assume all obligations of Declarant which are for the general benefit of the Association or the property.

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ARTICLE III

PROPERTY RIGHTS IN THE GREENBELT AREA

Section 1. - Owner's Easements of Enjoyment. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Greenbelt Areas and such easement shall be appurtenant to and shall pass with the title to every Unit subject to the following provisions:

(a) The right of the Association to limit the number of guests of Owners that may be admitted to the Greenbelt Areas;

(b) The right of the Association, in accordance with the Articles and By-Laws, to borrow money for the purpose of improving the Greenbelt Areas and facilities and in aid thereof to mortgage or grant other security interests in the Greenbelt Areas; provided, however, that the rights of any mortgage shall be subject to the rights of the Members of the Association while the mortgage is current and not in default, provided further that the Greenbelt Areas shall not be mortgaged without the written consent of two-thirds (2/3) of all Encumbrancer.

(c) The right of the Association to suspend the voting rights and the right to use the Association facilities by a Member for any period during which an assessment against his Unit remains unpaid, and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations. This provision shall not apply to the voting rights assigned to any Encumbrancer;

(d) The right of the Association to dedicate or transfer all or any part of the Greenbelt Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members and by persons holding mortgages on any portion of the subject property. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of all Units agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than thirty (30) days in advance. Declarant shall have the right at any time to use so much Greenbelt Areas as it may reasonably deem necessary or advisable for the purpose of aiding in the construction and development of the Units, provided, however, that Declarant shall repair and pay for any damage to improvements which have been installed upon the Greenbelt Areas and resulting from his construction and development.

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Section 2. - Delegation of Use. Any member may delegate in accordance with the By-Laws, his right of enjoyment to the Greenbelt Areas and facilities to the members of his family, his tenants, guests or contract purchasers who reside on any Unit owned by him.

Section 3. - Title to the GREENBELT Areas. The Declarant hereby covenants for itself, its successors and assigns, to convey title to the Greenbelt Areas to the Association simultaneously with the filing of all subdivision plats specifying such greenbelt areas.

Section 4. - Development of Greenbelt Areas. Declarant shall be responsible for the development of the Greenbelt Areas. The Greenbelt Areas on lots 21, 48 and those adjacent to lot 66 have been specifically designed to serve as detention areas for temporary collection of street runoff during storm events. These areas may include one or all of the following; (1) grass landscaping, (2) xeric landscaping, (3) berm areas, (4) trees and shrubs. Upon completion of these designated improvements the Association shall assume all responsibility for maintenance thereof. No changes shall be made to the design and grade of these Greenbelt Areas as engineered.

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ARTICLE IV

EASEMENTS

Section 1. - Encroachments. Each Unit and the Greenbelt Areas shall be subject to an easement for encroachments of buildings onto adjoining Units or the Greenbelt Areas or encroachment of the Greenbelt Areas onto any Unit, overhangs, and for stairs for egress and ingress to any Unit, as designed or constructed by the Declarant. A valid easement shall exist for said encroachments, overhangs and stairways, and for their maintenance, repair and replacement. If any structure is partially or totally destroyed, and then rebuilt, the Owners of Units agree that minor encroachments of parts of construction onto adjacent Units or the Greenbelt Areas due to construction shall be permitted and that a valid easement for such overhangs and encroachments and the maintenance thereof shall exist.

Section 2. - Utilities. There is hereby created a blanket easement upon, across, over and under the Units and Greenbelt Areas for installation, replacing, repairing and maintaining all utilities, including but not limited to, water, sewers, gas, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the utility companies to erect and maintain the necessary equipment on said property and to affix and maintain water and sewer pipes, electrical and telephone wires, circuits, conduits and meters on, in, above, across, through and under the roofs, walls and floors of structures on the Units.

Section 3. - Easement for Maintenance. Each Unit and the Greenbelt Areas shall be subject to an easement for the Association (including its agents, employees and contractors) for providing maintenance described in Article VI.

Section 4. - Ingress and Egress. The Owner of each Unit shall have a valid easement for ingress and egress over and across the Greenbelt Areas for pedestrian use from public streets to the individual Units.

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ARTICLE V

PARTY WALLS

Section 1. - Party Wall Easements. Mutual reciprocal easements are hereby established, declared and granted for all party walls between improvements constructed or to be constructed on Units, which reciprocal easements shall be for mutual support and shall be governed by this Declaration. Every deed, whether or not expressly so stating, shall be deemed to convey and to be subject to such reciprocal easements.

Section 2. - General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the property and placed on the dividing line between the Units shall constitute a party wall, and , to the extent not inconsistent with the provisions of the Article, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 3. - Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 4. - Destruction by Fire or other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 5. - Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against the elements.

Section 6. - Right to Contribution Runs with the Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

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ARTICLE VI

INSURANCE

Section 1. The Association shall, on behalf of the Owners:

(a) Keep all improvements on the Greenbelt Areas insured against loss or damage by fire, with extended coverage (including insurance against loss or damage by vandalism or malicious mischief) in approximately the amount of the maximum replacement value thereof:

(b) Provide and keep in force, for the protection of the Association, its officers and directors, and all the Owners and Encumbrancer, general public liability and property damage insurance against claims for bodily injury or death or property damage occurring upon or in the Greenbelt Areas, in limits of not less than $250,000 in respect for bodily injury or death of any one person and not less than $500,000 for bodily injury or death to any number of persons arising out of an accident or disaster, and if higher limits shall at any time be customary to protect against possible tort liability, such higher limits shall be carried; and

(c) Carry insurance in such amounts as the Association may consider necessary or advisable against such other insurable hazards as may from time to time be commonly insured against in the case of a similar property in similar locations elsewhere.

Section 2. Each Owner shall be responsible for all insurance covering loss or damage to personal property and contents in his Unit and liability for injury, death or damage occurring inside his Unit.

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ARTICLE VII

COVENANTS FOR ASSESSMENTS

Section 1. - Creation of the Lien and Personal Obligation of Assessments. The declarant, for each Unit owned within the Property, hereby covenants, and each Owner of any Unit by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or conveyance, is deemed to covenant and agree to pay, to the Association, or to any properly designated agent on behalf of the Association, commencing at such time as this Declaration is recorded, the following:

(1) Annual assessments or charges, (2) Special assessments for capital improvements, such assessments to be established and collected from time to time as hereinafter provided, and (3) Special assessments for damage as provided in Article VII, Section 5. The annual and special assessments for capital improvements, together with such interest, costs of collection, and reasonable attorneys fees provided herein, shall be a charge on the unit and shall be a continuing lien upon the Unit against which each such assessment is made. Each such assessment, together with such interest, costs of collection, and reasonable attorney's, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due.

Section 2. - Purpose of Assessments. The annual assessments levied by the Association through its Board of Directors shall be used exclusively for purpose of promoting the health, safety and welfare of the residents of the Property, and in this particular, for the services and facilities devoted to this purpose and related to the use and enjoyment of the Greenbelt Areas. Without limiting the generality of the foregoing, the Association may levy assessments for the purpose of providing funds with which the Association may pay costs and expenses incurred by it in acquiring, performing or undertaking:

(a) Insurance policies required or permitted hereunder:

(b) Utility services such as sewer, gas, or electricity provided in connection with the Greenbelt Areas.

(c) Repairing, reconstructing and replacing common walking paths, common utility services, and any other such maintenance or improvement obligations which may be deemed necessary for the common benefit of the Owners.

(d) Providing such reserves as may be deemed necessary in order to accomplish the objects and purposes of the Association;

(e) Paying real or personal property taxes levied upon the Greenbelt Areas and any improvements thereon.

(f) Maintenance and improvement of the landscaping located in the Greenbelt Areas.

(g) The maintenance and operation of the irrigation water system.

Section 3. - Basis and Payment of the Annual Assessments.

(a) The annual assessments with respect to each Unit shall be determined by the Declarant, prior to the conveyance of the first Unit and shall be payable in one annual installment payable on or before the 25th day of January of each year.

(b) Until January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment shall be one hundred ($100.00) dollars.

(c) From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(d) From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment may be increased above twenty percent (20%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(e) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

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Section 4. - Special Assessment for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or part, the cost of any construction of any capital improvement upon the Greenbelt Area, including the necessary fixtures and personal property related thereto, providing that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting.
Any such special assessment shall be payable in equal monthly installments together with the regular assessment installment over such period of time as the Association may determine.

Section 5. - Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. - Special Liens for Damage. If the Association is entitled, pursuant to these Declarations, to receive contributions or money damages from any Owner such sums shall be a lien against such Owner's Unit in the same manner as the foregoing assessments.

Section 7. - Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Units and may be collected on a monthly basis.

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Section 8. - Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to each Unit on the first day of the month following the conveyance of title to such Unit. The first annual assessments shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessments against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid.

Section 9. - Effect of Nonpayment of Assessments - Remedies of the Association. Any assessment installment which is not paid when due shall be delinquent. If the assessment installment is not paid within thirty (30) days after the date due, the installment may at the discretion of the Association, bear interest from the date of the delinquency at the rate of twenty-one percent (21%) per annum, and the Association may accelerate and declare immediately due all of the Owner's unpaid installments of the annual assessment for that fiscal year. The Association may sue the Owner personally obligated to pay the sum, or foreclose the lien against his Unit.

Interest, costs of collection, and reasonable attorney's fees of any such action may be added to the amount of such assessment installment. The lien of the Association may be foreclosed in the same manner as a statutory mortgage foreclosure under the statutes of the State of Colorado. No Owner may avoid liability for the assessment provided for herein by non-use of the Greenbelt Areas or abandonment of his Unit.

Section 10. - Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first deed of trust or first mortgage covering the Unit. Sale or transfer of any Unit shall not affect the assessment lien.

Section 11. - Exempt Property. All Property dedicated to and accepted by a local public authority and the Greenbelt Areas shall be exempt from the assessments created herein.

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ARTICLE VIII

USE RESTRICTIONS

Section 1. The use of the Greenbelt Areas, Units, and structures thereon shall be subject to the restriction set forth in Article III, Section 1, and to those restrictions hereinafter set forth.

Section 2. The use of the Greenbelt Areas shall be subject to such uniformly applied rules and regulation as may be adopted from time to time by the Board of Directors of the Association or the Association Members.

Section 3. No use shall be made of the Greenbelt Areas which will in any manner violate statutes, rules, regulations, orders or decrees of any governmental authority having jurisdiction over the Greenbelt Areas.

Section 4. Except as otherwise permitted herein, no Owner shall place any structure upon any Greenbelt Areas, nor shall any Owner do any act which would temporarily or permanently deny free access to any part of the Greenbelt Areas to all Owners.

Section 5. The Property is hereby restricted to residential dwellings for residential use and uses related to the convenience and enjoyment of such residential use. No business activities of any kind whatever shall be conducted on any portion of the Property, except the business activities, signs and billboards, or the construction and maintenance of buildings, if any, of the Declarant, its agents and assigns during the period of construction and sale of the Units, and of the Association, its successors and assigns, in furtherance of its powers and purposes as hereinafter set forth.

All structures erected upon the Property shall be of new construction. Except for trailers and buildings used by Declarant in connection with construction and sales activities, no structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of the premises at any time as a residence either temporarily or permanently.

No outbuildings of any type shall be allowed on the Property.

Section 6. No animals of any kind shall be raised, bred or kept on any Unit or the Greenbelt Areas, except that each Owner may have a total of two of the following; dogs, cats, or other customary household pets, provided that they are not kept, bred or maintained for any commercial purpose and so long as they remain in direct control of the Owner.

Owners shall be responsible for cleaning up after their pets in the Greenbelt Areas.

Section 7. No advertising sign (except one containing less than five (5) square feet of surface area on any one (1) side and containing the words "For Rent" or "For Sale") billboards, clotheslines or unsightly objects or nuisances shall be erected, placed or permitted to remain on the Property, nor shall the Property be used in any way or for any purpose which may endanger the health of or unreasonably disturb the Owner of any Unit or any resident thereof.

Section 8. All rubbish, trash and garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. No motor homes, recreational vehicles, boats, motorcycles, trailers, abandoned cars or similar items shall be stored on the Property, except within the enclosed garage of any Unit.

Section 9. No fences, hedges or walls shall be erected or maintained upon the Property except white PVC picket style fence, not to exceed 4 feet in height, may be installed from the rear of the house to the rear property line. Said fencing must be approved in writing by the Architectural Control Committee/ Highlife Homes of Montrose, LLC, prior to installation. No fences, hedges, or walls shall be erected or maintained upon Lots 12 through 20, 23, 24, 27, 28, 29, 30, and 36 through 43, except around the immediate concrete patio areas. — amended/deleted 9/2/16

The Owners of Units are hereby prohibited and restricted from using any land or air space outside the Unit lines, except as may be allowed by the Association's Board of Directors or as provided in this Declaration.

Section 10. No television or radio antenna, receiver, or transmitter, shall be installed or maintained on the outside or exterior surfaces of any unit or in the Greenbelt Areas. Satellite dishes with diameters of 3' or less shall be permitted, one per Unit.

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ARTICLE IX

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and the Article will be deemed to have been fully complied with.

ARTICLE X

CONDEMNATION

Section 1. If the entire Greenbelt Areas shall be taken for any public or quasi-public use, under any statute, by right of eminent domain, or by purchase in lieu thereof, the Association, (as attorney in fact for the Owners) shall collect the award made in such taking and shall divide said award equally among the Owners. The proceeds paid to any Owner shall be paid to the Owner and any Encumbrancer with a recorded lien upon the Unit of the Owner.

Section 2. If such taking shall be partial only, the Association (as attorney in fact for the Owners) shall collect the award and shall promptly cause the part of the Greenbelt Area not so taken to be restored as nearly as possible to its condition prior to the taking, applying the award to that purpose. Any part of the award not required for such restoration shall be divided equally among the Owners. The proceeds paid to any Owner shall be paid to the Owner and any Encumbrancer with a recorded lien upon the Unit of the Owner.

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ARTICLE XI

GENERAL PROVISIONS

Section 1. - Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or equity, all restrictions, condition, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any rights hereunder shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. - Membership Succession. Any person, corporation or other entity which shall succeed to the title of any owner through foreclosure of a deed of trust or other type of security instrument or through other legal proceedings, shall upon issuance of a proper deed of any Unit, become thereupon a Member of the Association as Owner and shall succeed to the rights, duties and liabilities of the previous Owner as herein provided. Conveyance by such person, firm, corporation or other entity shall pass membership in the Association to the buyer as herein provided.

Section 3. - Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of the (ten) years.

The covenants and restrictions of this Declaration may be amended by an instrument signed by not less than seventy percent (70%) of the Encumbrancer and seventy percent (70%) of the Unit Owners. Any amendment must be properly recorded. No part of this Declaration may be amended in such a manner that it will adversely affect the existing rights of any Owner or Encumbrancer with particular respect, but not limited to party walls, unpaid assessments or the lien of any mortgage.

Section 4. - Declarant's Easements. Anything to the contrary herein notwithstanding, Declarant hereby reserves an easement and right of way over all Greenbelt Areas and all Units not conveyed for its use for the purpose of constructing improvements, utilities, and other matters including the right to erect temporary buildings to store any and all materials. Declarant further reserves the right to use any completed structure for the purpose of a sales office or model home for demonstration purposes. This easement shall cease when Declarant has conveyed the last Unit platted in the Property.

Section 5. - Severability. The invalidity of any provisions of this Declaration shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event , all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provisions had never been included herein.

Section 6. - Headings. The Article and Section headings herein are for convenient reference only and in no way define, limit or describe the scope of this Declaration or the intent of any provision herein.

641164 07/01/1998 01:51P B973 P576 DECCOV
0 20 of 20 R 101.00 D 0.00 N 0.00 CLK&REC MONTROSE

IN WITNESS WHEREOF, the parties hereto have signed the foregoing Declaration the day and year first above written.

THE B.E.S., INC.
a Colorado Corporation,

By: _____
President

ATTEST:
_____
Secretary

State of Colorado)
} ss.
COUNTY OF MONTROSE)

The foregoing instrument was acknowledged before me this 29th day of June, 1998, by Steven D. Annis, as President, and EW Johnson, as Secretary of B.E.S., INC., a Colorado Corporation.

Witness my hand and official seal.

My Commission Expires: 11-6-99.

_____
Notary Public

542867 08/14/1998 02:03P B877 P396 AMCOV
1 of 1 R 6.00 D 0.00 N 0.00 CLK&REC MONTROSE CO

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE VILLAGE AT EAGLE LANDING

Section 11. Each Owner of any Unit shall seed, sod or landscape the Lot within 12 months of date of closing(transfer of deed) on the Property. Landscaping may include any of the following or combination thereof: grass, decorative rock, bark chips, trees, shrubbery etc. No portion of any lot shall be kept as exposed dirt. During the 12 month grace period, each Owner of any Unit shall keep lot free of weeds, trash and unsightly debris until the landscaping is completed.

If said Owner of any Unit has not completed landscaping within the 12 month period following date of closing(transfer of deed), the Declarant shall contract to have the landscaping completed at the Owners expense.

IN WITNESS WHEREOF, the parties hereto have signed the foregoing Amendment the day and year first above written.

B.E.S., INC.
a Colorado Corporation

By: _____
President

ATTEST
_____
Vice President

State of Colorado)
) ss.
COUNTY OF MONTROSE)

The foregoing instrument was acknowledged before me this 14th day of July, 1998, by Steve Ahrens, as President and Brian C. Nichols, as Secretary of B.E.S., INC., a Colorado Corporation.

Witness my hand and official seal.
My commission Expires: 5/5/2000

_____
Notary Public

State of Colorado)
)SS.
COUNTY OF MONTROSE)

The foregoing instrument was acknowledged before me this 2nd day of June, 1999,

by RICHARD C. WESTERMAN,

DOROTHY I. WESTERMAN

and _____.

Signed Richard C Westerman

Signed Dorothy I Westerman

Signed _____

NOTARY PUBLIC STATE OF COLORADO

Witness my hand and official seal
My commission expires: January 2, 2001

Katherine R Wade
Notary Public

656409 09/29/1999 01:36P B1012 P890 DECCOV
8 of 8 R 40.00 D 0.00 N 0.00 CLK&REC MONTROSE CO

656409 09/29/1999 01:36P B1012 P883 DECCOV
1 of 8 R 40.00 D 0.00 N 0.00 CLK&REC MONTROSE CO

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE VILLAGE AT EAGLE LANDING

ARTICLE VIII
USE RESTRICTIONS

Section 8. All rubbish, trash, and garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. No abandoned cars or similar items shall be stored on the property, except within the enclosed garage. Motor homes, travel trailers, and boats shall be stored within the enclosed garage, or if sufficient room exists on the lot, they may be stored on a concrete pad adjacent to the garage side of the home. The recreational vehicle will be limited to 28 feet in length. All other recreational-type vehicles shall be stored in the enclosed garage.

IN WITNESS WHEREOF, the parties hereto have signed the foregoing Amendment the day and year first above written.

B.E.S., Inc.
a Colorado Corporation

By: _____
President

ATTEST

_____
Secretary

State of Colorado)
)ss.
COUNTY OF MONTROSE)

The foregoing instrument was acknowledged before me this 21st day of May, 1999, by Steve Annis, as President and Brian C. Nichols as Secretary of B.E.S., INC., a Colorado Corporation.

Witness my hand and official seal.
My commission expires: _____

_____
Notary Public

DIANE GORRONO
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 5/5/2003

556409 09/29/1999 01:36P B1012 P884 DECCOV
2 of 8 R 40.00 D 0.00 N 0.00 CLK&REC MONTROSE CO

State of Colorado)
)SS.
COUNTY OF MONTROSE)

The foregoing instrument was acknowledged before me this 10th day of June, 1999,
by Robert N Foulk,
Nancy L Foulk
and _____.

Signed Robt N Foulk
Signed Nancy L Foulk
Signed _____

Witness my hand and official seal
My commission expires: January 2, 2001

NOTARY PUBLIC STATE OF COLORADO

Katherine R Wade
Notary Public

856409 09/29/1999 01:38P B1012 P885 DECCOV
3 of 8 R 40.00 D 0.00 N 0.00 CLK&REC MONTROSE CO

State of Colorado)
)SS.
COUNTY OF MONTROSE)

The foregoing instrument was acknowledged before me this 3rd day of June, 1999,

by Stacy Burk,

and Joanna Burk.

Signed Stacy Burk

Signed Joanna Burk

Signed _____

NOTARY PUBLIC

Witness my hand and official seal
My commission expires: January 2, 2001

Katherine R Wood
Notary Public

556409 09/29/1999 01:38P B1012 P886 DECCOV
4 of 8 R 40.00 D 0.00 N 0.00 CLK&REC MONTROSE CO

State of Colorado)
)SS.
COUNTY OF MONTROSE)

The foregoing instrument was acknowledged before me this 30 day of JUNE, 1999,

by Isabel A. Gordon,

and _____.

Signed Isabel A. Gordon

Signed _____

DIANE GORRONO
NOTARY PUBLIC
STATE OF COLORADO

Witness my hand and official seal
My commission expires: _____

Diane Gorrono
Notary Public

YES NO

X

656409 09/29/1999 01:36P B1012 P887 DECCOV
5 of 8 R 40.00 D 0.00 N 0.00 CLK&REC MONTROSE CO

State of Colorado)
)SS.
COUNTY OF MONTROSE)

The foregoing instrument was acknowledged before me this 1st day of

June, 1999,

by Hobart E. Brooks and

Ht Virginia N. Brooks

and _____.

Signed Hobart E. Brooks

Signed Virginia N. Brooks

Signed _____

Witness my hand and official seal
My commission expires: January 2, 2001

NOTARY PUBLIC STATE OF COLORADO

Katherine R Wade
Notary Public

State of Colorado)
)SS.
COUNTY OF MONTROSE)

656409 09/29/1999 01:36P B1012 P888 DECCOV
5 of 8 R 40.00 D 0.00 N 0.00 CLK&REC MONTROSE CO

The foregoing instrument was acknowledged before me this 1 day of

JUNE, 1999,

by Brian Kille,

Karia Lee Kille

and _____.

Signed Karia Lee Kille

Signed _____

Signed _____

Witness my hand and official seal
My commission expires: January 2, 2001

Katherine R Wade
Notary Public

NOTARY PUBLIC STATE OF COLORADO

State of Colorado)
)SS.
COUNTY OF MONTROSE)

RV Parking X Yes ___ No IER
X Yes ___ No MLCB.

The foregoing instrument was acknowledged before me this 1ST day of Sept., 1999,
by Irvin F. Bindel), of 1856 Sneffels Street
and Madalyn Elaine Bindel)

Signed Irvin F. Bindel

Signed Madalyn Elaine Bindel

NOTARY PUBLIC

Witness my hand and official seal
My commission expires: Jan. 2, 2001

Katherine R Wade
Notary Public

656409 09/29/1999 01:38P B1012 P889 DECCOV
7 of 8 R 40.00 D 0.00 N 0.00 CLK&REC MONTROSE CO

686831
Page: 1 of 4
04/19/2002 03:06P
C KRUSE, CLK&REC MONTROSE, CO AMCOV R 20.00 D 0.00

THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE VILLAGE AT EAGLE LANDING

These amendments are to correct technical and clerical errors and provide agreement of the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE VILLAGE AT EAGLE LANDING and the Colorado Common Interest Ownership ACT (CIOA) of the Colorado Real Estate Commission, Chapter 4. Subdivision Laws

ARTICLE III
PROPERTY RIGHTS IN THE GREENBELT AREA

Section 1 Owner's Easements of Enjoyment

(b) The right of the Association, in accordance with the Articles and By-Laws, to borrow money for the purpose of improving the Greenbelt Areas and facilities and in aid thereof to mortgage or grant other security interests in the Greenbelt Areas; provided, however, that the rights of any mortgage shall be subject to the rights of the Members of the Association while the mortgage is current and not in default.

(c) The right of the Association to suspend the voting rights and the right to use the Association facilities by a Member for any period during which an assessment against his Unit remains unpaid, and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations.

(d) The right of the Association to dedicate or transfer all or any part of the Greenbelt Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members and by persons holding mortgages on any portion of the subject property. Portions of the common elements may be conveyed or subjected to a security interest by the association if persons entitled to cast at least sixty-seven percent of the votes in the association agree to that action.
Declarant shall have the right at any time to use so much Greenbelt Areas as it may reasonably deem necessary or advisable for the purpose of aiding in the construction and development of the Units, provided, however, that Declarant shall repair and pay for any damage to improvements which have been installed upon the Greenbelt Areas and resulting from his construction and development.

ARTICLE VII
COVENANTS FOR ASSESSMENTS

Section 3. – Basis and payment of the Annual Assessments.

(d) Within thirty days after adoption of any proposed budget for the common interest community, the executive board shall mail, by ordinary first-class mail, or otherwise deliver a summary of the budget to all the unit owners and shall set a date for a meeting of the unit owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing or other delivery of the summary. Unless at that meeting a majority of all unit owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the unit owners must be continued until such time as the unit owners ratify a subsequent budget proposed by the executive board.

Section 4 Special Assessment for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or part, the cost of any construction of any capital improvement upon the Greenbelt Area, including the necessary fixtures and personal property related thereto, providing that any such assessment shall have the assent of sixty-seven percent of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than ten (10) nor more then fifty (50) days in advance of the meeting, setting forth the purpose of the meeting,

Any such special assessment shall be payable in equal monthly installments together with the regular assessment installment over such period of time as the Association may determine.

Section 5 Notice and Quorum for any Action Authorized Under Sections 3 and 4

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than ten (10) nor more then fifty (50) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast twenty percent of all the votes shall constitute a quorum, If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting,

ARTICLE VIII
USE RESTRICTIONS

Section 8 All rubbish, trash, and garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. No abandoned cars or similar items shall be stored on the property, except within the enclosed garage. Motor homes, travel trailers, and boats shall be stored within the enclosed garage, or if sufficient room exists on the lot, they may be stored on a

concrete pad adjacent to the garage side of the home. The recreational vehicle will be limited to 32 feet in length. All other recreational-type vehicles shall be stored in the enclosed garage.

Section 10 No television or radio antenna, receiver, or transmitter, shall be installed or maintained on the outside or exterior surfaces of any unit without prior approval of the Association Architectural Control Committee. The Greenbelt Areas (Common areas) shall not have antenna of any type installed.

Section 11 Each Owner of any Unit shall seed, sod, or landscape the Lot within 12 months of date of closing (transfer of deed) on the Property. Landscaping may include any of the following or combination thereof: grass, decorative rock, bark chips, trees, shrubbery etc. No portion of any lot shell be kept as exposed dirt. Each Owner of any Unit shall keep lot free of weeds, trash and unsightly debris until the landscaping is completed.

ARTICLE XI

GENERAL PROVISIONS

Section 3 Amendment The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of the (ten) years.

The covenants and restrictions of this Declaration may be amended only by vote or agreement of unit owners of units to which more than fifty (50) percent of the votes in the association are allocated. Any amendment must be properly recorded. No part of this Declaration may be amended in such a manner that it will adversely affect the existing rights of any Owner with particular respect, but not limited to party walls, unpaid assessments or the lien of any mortgage.

IN WITNESS WHEREOF, the parties hereto have signed the foregoing Amendment the day and year first above written.

B.E.S., Inc.
a Colorado Corporation
By: _____
President

ATTEST
_____
~~Secretary~~
Vice President

State of Colorado)
)ss.
COUNTY OF MONTROSE)

The forgoing instrument was acknowledged before me this 16 day of ~~March~~ April, 2002, By Steve Annis, as President and Brian C. Nichols as Secretary of B.E.S., Inc., a Colorado Corporation.

Witness my hand and official seal.
My commission expires: 1-16-04

_____
Notary Public

MERLINDA BARRIENTES NOTARY PUBLIC STATE OF COLORADO

692866
Page: 1 of 1
09/23/2002 03:49P
R 8.00 D 0.00
C KRUSE, CLK&REC MONTROSE, CO AMCOV

FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE VILLAGE AT EAGLE LANDING

ARTICLE VIII
USE RESTRICTIONS

1. Revised Section 8 as follows:

Section 8 All rubbish, trash and garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. No abandoned cars or similar items shall be stored on the property, except within the enclosed garage. Motor homes, travel trailers, and boats, shall be stored within the enclosed garage, or if sufficient room exists on the lot, they may be stored on a concrete pad adjacent to the garage side of the home. Town homes may have the concrete pad installed on the side opposite the garage. The recreational vehicle will be limited to 32 feet in length. All other recreational-type vehicles shall be stored in the enclosed garage. (See CIOA 38-33.3-205 (4).

2. Revised Section 9 as follows:

Section 9 No fences, hedges or walls shall be erected or maintained upon the Property except white PVC picket style fence, not to exceed 4 feet in height, may be installed from the rear of the house to the rear property line. Said fencing must be approved in writing by the Architectural Control Committee prior to installation.

IN WITNESS WHEREOF, the parties hereto have signed the foregoing Amendment this 23 day of September 2002.

VEL,HOA, L.L.C.
a Colorado Company
By: _____
President

ATTEST
_____
President

SARAH HENDERSON NOTARY PUBLIC STATE OF COLORADO

State of Colorado)
)ss.
COUNTY OF MONTROSE)

The forgoing instrument was acknowledged before me this 23rd day of September 2002, by Conrad Coulombe, as President and Jim Dawson as Vice President of VEL HOA, L.L.C. a Colorado Company.

Witness my hand and official seal.
My commission expires: 2-9-2006

_____
Notary Public

FIFIH AMENDMENT TO THE
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE VILLAGE AT EAGLE LANDING

ARTICLE VIII
USE RESTRICTIONS

1. Revised all of Section 11 as follows:

Section 11 Property owners shall maintain their property free from weeds. Lawns will be kept mowed and repaired and stone areas will be kept mended. Debris outside the normal usage of a yard shall not be allowed to accumulate for extended periods of time. Dead trees, broken tree limbs, and leaves shall be removed from the property. Leavings from household animals shall not accumulate upon an owner's property according to city restrictions already in effect. Work being done on normal household items shall be temporarily allowed on the property while in use but must be put away in an enclosed garage when not in use.

IN WITNESS WHEREOF, the parties hereto have signed the foregoing Amendment this 7 day of August 2006

VEL,HOA, L.L.C.
a Colorado Company

By: K.C. Gonser
President

ATTEST

George R. Hersch
Vice President

State of Colorado)
)ss.
COUNTY OF MONTROSE)

The forgoing instrument was acknowledged before me this 7th day of August 2006, by K. C. Gonser, as President and George Hirsch as Vice President of VEL HOA, L.L.C. a Colorado Company.

Witness my hand and official seal.
My commission expires: 07/17/2007

Donna K. Hayes
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES 07/17/07

Donna K Hayes
Notary Public

C KRUSE, CLK&REC MONTROSE, CO AMCOV R 6.00

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Page: 1 of 1
08/07/2006 10:17A
D 0.00

RECEPTION#: 878312,Date: 9/2/2016 9:13 AM,
Pages: 1 of 1 , DECCOV RECORDING $11.00
Montrose County, CO. Tressa Guynes, Clerk and Recorder

AMENDMENT TO THE

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

OF THE VILLAGE OF EAGLE LANDING

Article VIII, Section 9, Use Restrictions, shall be amended by removing the third (3rd) sentence which states, " No fences, hedges, or walls shall be erected or maintained upon Lots 12 through 20, 23, 24, 27, 28, 29, 30, and 36 through 43, except around the immediate patio areas. "

Village At Eagle Landing

Homeowners Association, LLC

By:

President

ATTEST

Secretary

State of Colorado)

COUNTY OF MONTROSE)

The foregoing instrument was acknowledged before me this 2nd day of Sept, 2016,

by _____, as President and _____ as Secretary of Village At Eagle Landing, HOA, LLC.

Witness my hand and official seal.

My commission Expires _____

COUNTY CLERK SEAL MONTROSE COUNTY, COLORADO

Notary Public

Deputy Clerk
Montrose County

SEVENTH AMENDMENT TO THE
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE VILLAGE AT EAGLE LANDING

ARTICLE VIII
USE RESTRICTIONS

1. Add Section 12 as follows:

Section 12. Solar panels are allowed, rooftop and net metered installations only. Panels shall be as close to flat on the roof as is reasonably possible. Installation must be done in compliance with all applicable codes and pass all required inspections by the state and DMEA. Review and approval in writing by the Association Architectural Control Committee shall be obtained prior to installation.

IN WITNESS WHEREOF, the parties hereto have signed the foregoing Amendment this 30 day of November 2018.

Village at Eagle Landing Homeowners Association, LLC

ATTEST

By: _____ President

_____ Vice President

State of Colorado)
)ss.
COUNTY OF MONTROSE)

CHRISTENA B DAVIS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20154031581
MY COMMISSION EXPIRES AUG. 11, 2019

The forgoing instrument was acknowledged before me this 30 day of November, 2018, by John N Broadbooks, as President and Jan Chastain as Vice President of Village at Eagle Landing Homeowners Association, LLC.

Witness my hand and official seal.
My commission expires: Aug 11, 2019

_____ Notary Public

RECEPTION#: 903347,Date: 11/30/2018 9:06 AM,
Pages: 1 of 1 , DECCOV RECORDING $13.00
Montrose County, CO. Tressa Guynes, Clerk and Recorder