

RECORDED August 17, 1987 1:00PM Reception Number 430-16
Josephine M. Gore, Delta County Clerk & Recorder
State of Colorado

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DECLARATION OF PROTECTIVE COVENANTS RESTRICTING USE OF
LAND OF CRAWFORD AIRPARK P.U.D.

French Cattle Company, a Colorado corporation, Grantor, has filed a plat of Crawford Airpark P.U.D. in the office of the Delta County Clerk and Recorder on the 17th day of August, 1987 and bearing Reception No. 430745, Book 9 at Page 64.

The Grantor is now desirous of restricting the uses of Crawford Airpark PUD in the manner that best provides for an attractive and desirable single-family residential airpark PUD and believes that said restrictions will be for the mutual benefit and protection of all owners of said property.

French Cattle Company for itself, its successors and assigns does hereby covenant, declare, subject and bind Crawford Airpark PUD to the following conditions:

1. Land Use. All lots shall be used exclusively for private single-family residential purposes.
2. Lot size. No lot may be resubdivided or divided in any way and no dwelling may be erected except upon a full lot. Hangars may be erected so as to straddle property lines provided that both property owners affected file with the Delta County Clerk and Recorder a statement setting forth that intent.
3. Construction. Construction of all private dwellings, hangars, garages and other appurtenant buildings shall be in conformity with the Uniform Building Code and shall meet minimum FHA requirements if applicable. The construction of any building shall be completed within eighteen months after the date construction is commenced. Where practical and appropriate, native materials such as wood and rock shall be used in all exterior construction. Hangars may be constructed of colored steel but no galvanized steel shall be used in any exterior construction.
4. Temporary Buildings. No mobile home, trailer home, shack or any other type of temporary building shall be allowed on any lot at any time for any reason whatsoever. Travel trailers shall not be prohibited provided they are not inhabited.
5. Road, Taxi-way and Open Space. Stearman Lane within the boundaries of Crawford Airpark PUD is designed and intended for use as both an access road and taxi-way. Stearman Lane will not be maintained by Delta County. The maintenance of Stearman Lane and the taxi-ways giving access to Crawford Airport are the sole responsibility of all lot owners. Each lot owner may be assessed the sum of up to \$400.00/year for the maintenance of Crawford Airport. Said assessment will be in lieu of any landing fee or other use fee for Crawford Airport; provided that additional fees may be assessed for the use of hangars or other services or for any

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commercial operations. The \$400.00/year assessment will be adjusted according to 1986 U.S. dollars as determined by the U.S. Consumer Price Index and shall be paid to the Crawford Airpark Homeowner's Association, Inc. Crawford Airpark Homeowner's Association, Inc. shall pay said assessments to the owner of Crawford Airport and shall cooperate with the owner of Crawford Airport in the maintenance of the airport. All roads shall be maintained in accordance with Delta County standards and are not eligible to become Delta County roads unless the roads are paved by the lot owners at their expense according to Delta County standards.

6. Utilities. All utilities including, but not limited to, electric, telephone and water shall be installed underground.

7. Nuisance. All trash shall be removed from all lots at least once a week and no lot owner shall utilize his lot so as to constitute a nuisance to adjoining lot owners. Only domestic animals such as dogs and cats may be kept on the premises and not more than three of each shall be allowed.

8. Homeowner's Association. The Grantor shall cause to be incorporated the Crawford Airpark Homeowner's Association, Inc., a Colorado non-profit corporation. Each lot owner will have one vote per lot. Said Association shall be responsible for and shall have the duty to maintain all roads, open space, tie down area and taxi-ways in and related to the PUD. In the event that the Association fails to maintain the roads, Delta County shall have the option of doing the necessary maintenance and billing the Association therefor. Each lot owner shall be responsible for paying all maintenance and airport assessments within thirty days of the date of said assessment and any unpaid assessment shall constitute a lien upon the lot for which it is due and may be foreclosed upon by the Association according to law.

9. Term. These covenants and restrictions shall run with the land and shall be of perpetual duration; provided that the terms and conditions of these restrictions and covenants may be amended and modified or altered by a written instrument signed and executed by at least 14 of the then lot owners of the PUD and duly recorded in the office of the Clerk and Recorder of Delta County, Colorado.

10. Enforcement. Any person having any right, title or interest in any lot within said PUD shall have the right to prevent or enjoin any violation or attempted violation of these covenants and restrictions by injunction or other lawful procedure and to recover any damage resulting from such violation. The proper venue for any action under this paragraph or paragraph 8 or paragraph 5 shall be the Delta County District Court, State of Colorado.

11. Validity. If any part or parts of these covenants or restrictions are for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of these covenants and restrictions.

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Dated at Crawford, Delta County, Colorado this 17th day of August, 1987.

FRENCH CATTLE COMPANY

by [Signature]
President

[Signature] (SEAL)
Attest-secretary

STATE OF COLORADO
COUNTY OF DELTA

The foregoing was acknowledged before me this 17th day of August, 1987 by F. Lynn French, president and by F. Wes French as secretary of French Cattle Company, a Colorado corporation.

My commission expires 12/9/90

Kathy Siddle

Notary Public
3854 Lamborn Drive
Crawford, CO 81415
Address

