

November 18, 2006. This is a copy of the revised covenants for Crawford Airpark PUD with the changes approved at the annual meeting held on November 6, 2005 and November 18, 2006. The additions are bold-faced and italicized.

**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:

We the undersigned members of the Crawford Airpark P.U.D. Homeowners' Association, Inc., the plat of which is on file in the office of the Delta County Clerk and Recorder in book 9 at Page 64, Reception No. 430745, hereby declare and impose the following restrictive covenants on each and every lot within the Crawford P.U.D. subdivision. This document amends the original restrictive covenants dated August 17, 1987 on file at the Delta County Clerk and Recorder in Book 0574 Page 130, Reception No. 430746 and also amends Reception No. 490934, Book 0749 at Page 879.

The undersigned are 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 believe that said restrictions will be for the mutual benefit and protection of all owners of said property.

The undersigned for themselves and their successors and assigns do 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 re-subdivided 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 with 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. A temporary building is permissible during ACTIVE construction. ***Hangars may be used as a residence for up to twenty-four months while a permanent attached or detached residence is being built.***

4. Temporary Buildings. No mobile home, modular home, trailer home, shack or any other type of temporary building shall be allowed on any lot at any time except as allowed in #3 above. 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 owners of Crawford Airport easements (as members of 99V, Inc.). Each Crawford Airpark PUD lot owner may be assessed the sum of up to \$400.00/year by 99V, Inc. 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 commercial operations. The \$400.00/year assessment may be adjusted according to 1986 U.S. dollars as determined by the U.S. Consumer Price Index and shall be paid to 99V, Inc. Crawford Airpark Homeowner's Association, Inc. 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. *No high intensity outside lighting will be allowed.*

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 cooperate with the other members of 99V, Inc. and the owner of Crawford Airport in the maintenance of all roads, open space, tie down area and taxi-ways in and related to the PUD. In the event that 99V, Inc. fails to maintain the roads, Delta County shall have the option of doing the necessary maintenance and billing 99V, Inc. therefore. Each lot owner shall be responsible for paying all maintenance and 99V, Inc. 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 99V, Inc. 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 75% 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.

12. Protection of aquatic life. Any lot owner that maintains ponds or other improvements containing fish, plants or other sensitive organisms fed by the PUD irrigation water shall have a means of bypassing or diverting possibly contaminated irrigation water during upstream chemical applications.

Any lot owners using chemicals that may contaminate irrigation water downstream shall provide sufficient notice of such chemical application to lot owners of waters containing aquatic life before and during any application that may contaminate the irrigation flow involved; this will allow affected owners to divert flow during the endangered period.







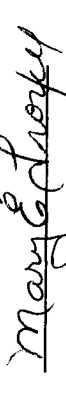


Dated at Crawford, Delta County, Colorado this 17th day of August, 1987.

French Cattle Company

By F. Lynn French (President), F. Wes French (Secretary)

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.

**CAHOA
Contact List
8/14/2006**

<u>Last-Name</u>	<u>Full-Name</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Lot/Easement</u>	<u>Signature</u>
<u>BLOCK ONE</u> Cheatham	Tracy & Cathy Cheatham	3447 Stearman Lane	Crawford	CO	81415	Lot 7, Blk 1	
Costa	Larry & Betty Costa	3431 Stearman Lane	Crawford	CO	81415	Lot 5, Blk 1	
Duncan	Rob Duncan & Andy Singewald	3427 Stearman Lane	Crawford	CO	81415	Lot 4, Blk 1	
Hermann	Mary Hermann	3473 Stearman Lane	Crawford	CO	81415	Lot 11, Blk 1	
Hipp/Brin	Karl Hipp & Judy Brin	131 Beaver Lane	Redstone	CO	81623	Lot 8, Blk 1	
Taylor	Kent & Gaye Taylor	3403 Stearman Lane	Crawford	CO	81415	Lot 1, Blk 1	
Thompson	Bob & Georgia Thompson	3423 Stearman Lane	Crawford	CO	81415	Lot 2, Blk 1	
Troxell	Alan & Mary Troxell	3439 Stearman Lane	Crawford	CO	81415	Lot 3, Blk 1	
<u>BLOCK TWO</u> Croft	Bob Croft	3472 Stearman Lane	Crawford	CO	81415	Lot 5 & 6, Blk 2	
Knapp	Jim Knapp	7114 E Earll	Scottsdale	AZ	85251	Lot 3, Blk 2	
Mikus	Tony Mikus	344 Kings Row Ave.	Carbondale	CO	81623	Lot 1 & 2, Blk 2	
Smith	Rod & Nancy Smith	3450 Stearman Lane	Crawford	CO	81415	Lot 4, Blk 2	