

DECLARATION OF PROTECTIVE COVENANTS RESTRICTING USE OF LAND IN
STEARMAN SUBDIVISION, DELTA COUNTY, COLORADO

WHEREAS, Leslie Virgene Perry is the owner of Lot 3, Stearman Aviation, Inc. and F. Lynn French, grantors, are the owners of Lots 1,2,4 and 5 of Stearman Subdivision as shown on the plat as filed on the ____ day of _____, 1997, in the records of the County of Delta, State of Colorado bearing reception No. _____, Book _____ at Page _____, and

WHEREAS the grantors are desirous of restricting the uses of all of Lots 2,3,4 and 5 of Stearman Subdivision in the manner that best provides for an attractive, beneficial and desirable use and to provide each lot owner with full benefit of this property and

WHEREAS, the same will be for the mutual benefit and protection of all owners of said property.

NOW THEREFORE Leslie V. Perry, Stearman Aviation, Inc. and F. Lynn French for themselves, their successors and assigns do hereby covenant, declare, subject and bind all of Lots 2,3,4 and 5, of Stearman Subdivision, Delta County, Colorado to the following conditions herein contained:

1. LAND USE. All lots shall be used exclusively for private single family residual purposes. Only one private dwelling designed for occupancy by single families shall be erected, placed or permitted to remain upon any single lot. In addition to the main dwelling, one hangar not to exceed 3600 square feet, one garage not to exceed 1000 square feet and one apartment not exceeding 1200 square feet may also be placed upon said property. Except for home businesses, no commercial use of the property will be allowed. No fuel storage except propane in approved tanks shall be allowed on any lot. All lot owners are advised that Delta County requires application for all on site sewage disposal systems and that engineered systems may be required on some lots. All water taps and sewage disposal systems shall be paid for by purchasers of lots.

2. LOT SIZE. No lot may be resubdivided or divided in any way without approval of Delta County.

3. CONSTRUCTION. Construction of all buildings shall be in conformity with the Uniform Building Code or comply with HUD requirements. The exterior construction of any building shall be completed within twelve months after the date construction commences. Where practical and appropriate, native materials such as wood, rock and other native materials shall be used in all exterior construction. No uncolored galvanized steel shall be used in any exterior construction. No mobile home, trailer home, modular home, manufactured home (as defined in 42 U.S.C. section 5402), shack or any other type of temporary or movable building

shall be allowed on any lot at any time for any reason whatsoever except as hereafter provided in Paragraph #7. One recreational vehicle such as a travel trailer/camper/coach shall be allowed provided it is not inhabited; said recreational vehicle may be used as a temporary residence during the period of construction of the residence for a period not to exceed 24 months. No structure or other obstruction may exceed 25 feet in height. All lot owners shall create a "defensible space" around each home, garage, and drives consisting of a minimum of a 30 foot diameter area around a home. Each lot owner is referred to Colorado State University Cooperative Extension brochure No. 6.302 for instructions on compliance with the requirement to create a "defensible space." Outdoor lighting shall be shielded so that light is directed downward so as not to glare onto neighboring property or dilute the night sky.

4. ROAD. Stearman Lane will not be maintained by Delta County and the Delta County RE1J school district will only pick up children at the intersection of Stearman Lane and SH 92. The maintenance of Stearman Lane is the responsibility of the users thereof. Each lot owner may be assessed the sum of up to \$400.00 per year by 99V, Inc., a Colorado non profit corporation, or its assigns, for the maintenance of Stearman Lane, Tract A and the Crawford Airport runway. Said assessment will be due on or before July 1 of each year and any unpaid amount will become a lien on the lot on July 2 of each year and may be foreclosed upon according to law. All driveways shall be constructed with a minimum curve radius of all curves of thirty feet. Parking shall not be allowed on Stearman Lane. All driveways shall be at least twelve feet in width. Stearman Lane and all driveways shall be fully cleared and maintained brush free.

5. UTILITIES. All utilities including, but not limited to, electric, telephone and water shall be installed underground in accordance with the rules and regulations of the respective utility company.

6. 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 dogs and cats may be kept on the premises and no more than a combined total of three shall be allowed with a maximum of one dog. All dogs must be confined to the individual lot unless on a leash. In addition not more than two horses may be kept on the property. All vehicles shall be licensed unless located within a garage.

7. ARCHITECTURAL CONTROL COMMITTEE. The owners of each of the lots 1, 2, 3, 4, and 5 shall constitute the architectural control committee. Each lot shall be entitled to one vote. A majority vote of the members shall be binding. No residence, building, hangar, fence or other structure shall be erected, placed or altered on lots 2, 3, 4 and 5 until the building plans, specifications

including exterior materials and color and improvement plan showing the location of such improvements have been approved in writing by the committee. Should the committee fail to approve or disapprove said plans within 30 days after submission of said plans in writing to each of the other lot owners, then approval will be presumed and requirement of this covenant anent will be deemed to have been met.

8. TERM. These covenants and restrictions shall run with the land and shall be of perpetual duration; provided that any time after five years from the date hereof 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 2/3 of the lot owners of this subdivision and duly recorded in the office of the clerk and recorder for Delta County, Colorado; prior to the expiration of five years the terms and conditions of these restrictions and covenants may only be amended with the permission of the Delta County Commissioners after due notice and public hearing. For voting purposes each lot shall be entitled to one vote. The provisions related to the storage of fuel in paragraph 1 and number of dogs in paragraph 6 may not be amended except with a unanimous vote of all lot owners and the approval of the Delta County Commissioners.

9. ENFORCEMENT. Any person having any right, title or interest in any lot within this subdivision or any enlargement hereof shall have the right to prevent or enjoin any violation or attempted violation of these covenants and restriction by appropriate action in either the District or County Court for the County of Delta, State of Colorado.

10. 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.

11. WILDLIFE PROTECTION. The property is located in an area where wildlife are present. Each lot owner recognizes that said owner may not institute a lawsuit in regard to any damage caused by said wildlife.

12. These covenants supercede and take the place of those covenants recorded in Book 718 at Page 852 of the records of Delta County, Colorado.

Dated at Delta County, Colorado this _____ day of _____, 1997.

Stearman Aviation, Inc.

by _____
President

F. Lynn French