

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

WHEREAS, Leslie Virgene Perry, Stearman Aviation, Inc., a Colorado corporation and F. Lynn French, grantors, are the owners of Lots 1, 2, 3, 4 and 5 of Stearman Subdivision as shown on the plat as filed on the 27TH day of JANUARY, 1998, in the records of the County of Delta, State of Colorado bearing reception No. 511001, Book 19 at Page 71, 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 of lots 2, 3, 4 and 5 shall be used exclusively for private residential and home office purposes. Only one private dwelling with an attached apartment not larger than 1100 square feet designed for occupancy by single families shall be erected, placed or permitted to remain upon any single lot. In addition to the main dwelling and apartment, one hangar not to exceed 3600 square feet and one garage not to exceed 1000 square feet may also be placed upon said property. Except for home businesses, no commercial use of the property shall 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. Water taps and sewage disposal systems shall be paid for by purchasers of lots.
2. LOT SIZE. No lot may be subdivided 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 in 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 hangar consisting of a minimum of a 30 foot diameter area around each building. 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. All roofs shall have a pitch of at least 5:12 and all roofs shall have an overhang of at least two feet.

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 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 at least twelve feet in width. Stearman Lane and all driveways shall be fully cleared and maintained brush free. The owners of all lots shall be responsible for the maintenance and upkeep of Lot A which may provide access to Lots 2, 3, 4, and 5.

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. Domestic water, electric and telephone are already installed to each lot.

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 four shall be allowed with a maximum of two dogs. 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 and shall be fed feed which reduces the production of flies. All vehicles shall be licensed and maintained in an operable condition 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 lot owners, then approval will be presumed and the requirement of this covenant will be deemed to have been met except that 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 unless approval or disapproval is not granted within 120 days, then approval shall be presumed and the requirements of this covenant will be deemed to have been met.

8. TERM: These covenants and restriction 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 condition 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 restriction and covenants may only be amended with the permission 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 of 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. This subdivision is located in a wildlife area. There will be conflicts between airplanes and deer on the runway and care shall be taken when landing. Lot owners should be aware that deer inhabit the area, especially in the winter. The Division of Wildlife is not responsible for accidents nor for damage to ornamental shrubs or other landscaping.

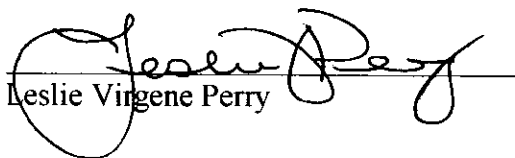
12. These covenants supersede and take the place of those covenants recorded in Book 718 at Page 852 of the records of Delta County, Colorado.

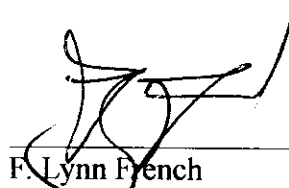
Dated at Delta County, Colorado this 27th day of DECEMBER 1997.

Stearman Aviation, Inc.

by

President


Leslie Virgene Perry

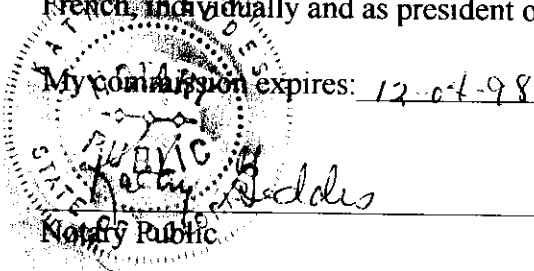

F. Lynn French

STATE OF COLORADO

COUNTY OF DELTA

The foregoing was acknowledged before me this 27th day of DECEMBER 1997 by F. Lynn French, individually and as president of Stearman Aviation, Inc.

My commission expires: 12-04-98



COUNTY OF MARICOPA

STATE OF ARIZONA

The foregoing was acknowledged before me this 30th day of DEC. 1997 by Leslie Virgene Perry.

My commission expires: JUNE 17, 2000

