

DECLARATION OF PROTECTIVE COVENANTS

WHEREAS, Mark Welsh and Nancy R. Horn as joint tenants and; Cynthia Jean Simmers, currently own the land (herein, the Property), more fully described at the recorded Plat of the Blue Luna Ranch (Book 22 and Page 83 of the Delta County real estate records) which is incorporated herein by reference and;

WHEREAS, the owners intend to divide the Property into two separate parcels with individual ownership as shown on the Blue Luna Ranch Plat and;

WHEREAS, the owners desire to restrict the uses of the Property, in a manner that best provides for attractive, beneficial, and desirable uses and;

WHEREAS, the same will be for the mutual benefit and protection of all the owners of said Property and;

NOW THEREFORE, Mark Welsh and Nancy R. Horn as joint tenants and; Cynthia Jean Simmers, for themselves, their heirs, executors, administrators, successors and assigns do hereby covenant, declare, subject and bind such property to the following protective conditions:

1.) The Property may be further divided into parcels of 35 acres or more. Any further division may occur through the Delta County subdivision process with the written approval of all the then current owners of any and all parcels of land within the Property known as the Blue Luna Ranch or through partition which is not restricted or prohibited for any parcel or parcels of land within the Property known as the Blue Luna Ranch.

2.) Any installation of power utilities in areas designated as irrigated land and the "Lane", the same as identified and shown on the recorded Plat of the Blue Luna Ranch, shall be by underground service except where needed to cross south of County road P50 Lane into Parcel "B" and to cross directly past and due east of the irrigation ditch commonly known as the "Main Ditch" located approximately 600 feet east of County Road 2900 near the southern boundary of Parcel "A". The power service in the southern utility easement corridor located on Parcel "A" from 2900 Road to directly past the "Main Ditch" can be installed by either aboveground or underground methods as permitted on the Plat. The owner of Parcel "B" will be responsible for restoring the surface of the underground utility trenches in the irrigated portion of the southern utility easement corridor with a level and seeded surface where the restoration vegetation seed matches the existing plant community of the irrigated land and without surface rocks after the utility trenches are back-filled. The installation of the underground utilities in the irrigated portion of the southern utility easement corridor will be completed in a timely fashion so as not to unduly interfere or interrupt with farming operations (irrigation and harvesting) in the same irrigated field. Any fencing that is temporarily cut or removed during installation of utility service will be reconnected and replaced to its previous condition in a timely fashion.

3.) No mobile home (as defined in CRS 38-12-201.5 (2)) and or manufactured home (as defined in CRS 38-29-102 (6)) shall be allowed or placed on the Property, except for use as a temporary residence, for a period not to exceed eighteen (18) months, while a permanent residence is being constructed.

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4.) Permissible (and or existing) land uses are residential with utility service and driveways, agricultural, agricultural/residential, farming, ranching, grazing, raising livestock, home/cottage industry and office, business owned and operated by the owner of any parcel or parcels of land within the Property, wildlife, hunting, open space and any other use not expressly prohibited. Prohibited uses not allowed to be developed on the Property are: apartment complexes, aircraft runways, airport, and retail commercial businesses.

5.) All outdoor lighting, whether newly installed or previously existing shall be hooded or shielded so that the light is directed downward so as not to create undue glare onto or unduly dilute the night sky for any adjoining parcels of land within the Property.

6.) Any septic system to be installed on the Property shall comply with all applicable Delta County laws, rules, regulations and shall be certified as so conforming.

7.) The agricultural land, will be preserved by not allowing the construction of buildings on the existing irrigated acreage as the same is delineated and identified on the recorded Plat of Blue Luna Ranch and under irrigation and the "Lane" as the same is delineated and identified on said Plat.

8.) These covenants and restrictions shall run with the land, and shall be of perpetual duration.

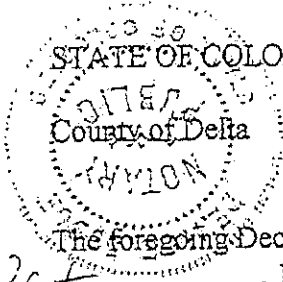
9.) Any person having right, title or interest in the Property described at Exhibit I. shall have the right to prevent or enjoin any violation or attempted violation of these covenants and restrictions by injunction or other lawful procedure and to recover any damage resulting from such violation.

IN WITNESS WHEREOF, Mark Welsh, Nancy R. Horn and Cynthia Jean Simmers have hereto set their hands this 3rd day of Oct, 1999.

Mark Welsh
Mark Welsh

Cynthia Jean Simmers
Cynthia Jean Simmers

Nancy R. Horn
Nancy R. Horn



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) ss.

The foregoing Declaration of Protective Covenants was acknowledged before me this 3rd day of Oct, 1999 by Mark Welsh, Nancy R. Horn and Cynthia Jean Simmers.

My commission expires: 2/22/2001

[Signature]
Notary Public

