

PROTECTIVE COVENANTS ON THE FOLLOWING DESCRIBED PROPERTY SITUATE IN THE COUNTY OF DELTA AND STATE OF COLORADO:

Hanson Homestead Estates Subdivision #SUB18-009

(Hereafter described as "the Property.")

KNOW ALL MEN BY THESE PRESENTS, that **Randy A. Wilmore and Beverly L. Wilmore**, the owners of the Property, for the use and benefit of themselves and all persons claiming or to claim any part of the Property, hereby declare, restrict and covenant that the use, enjoyment and ownership of the Property shall be and the same is hereby restricted, limited, conditioned and protected by the imposition of the following restrictions and limitations, to wit:

1. LAND USE AND BUILDING TYPE

No part of the Property shall be occupied or used by any owner thereof for other than residential and agricultural purposes. No structures shall be erected, placed, altered or permitted to remain on any part of the Property other than site built detached single-family dwellings, and a private garage for each such dwelling for the use of the owner or owners of such dwelling, plus associated out buildings.

No business or profession of any nature shall be conducted on any lot or in any residence constructed thereon, except a home office with no employees and which does not require access by the general public. No signs advertising any business are allowed.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

2. DWELLING QUALITY AND SIZE

No residence permitted in paragraph one (1) above, shall be erected, altered or permitted to remain on any of the Property unless the ground floor area thereof exclusive of open porches and garages, shall be more than 1500 square feet, except that one additional Mother-in-law, single family dwelling residence, of not more than 1000 square feet is allowed on Lot 2 and 3. The existing house on Lot 1, which is less than 1000 sq ft, may remain and one additional residence of more than 1100 square feet is allowed. No cinderblock or straw bales may be used in construction of any structure. All residences must be site built. No modular homes or factory built homes are allowed. All exterior lights must be hooded so as to not cause light pollution to any neighbor.

3. BUILDING LOCATION

No structure shall be located outside of the building envelopes shown on the plat of the Subdivision. The leach field must be located within the building envelope.

4. LOT SUBDIVISION

No lot or lots shall be subdivided for 20 years, from the date of recording of these Covenants, except for the purpose of combining portions with an adjoining lot, provided that no additional building site is created hereby.

5. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, stored building materials or other waste shall not be kept at any time on any part of the Property unless screened by aesthetically appropriate fences or landscaping, or unless kept within the principal dwelling or garage.

6. NUISANCES

No noxious or offensive activity shall be carried on upon any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Specifically, but not by way of limitation, no owner of any property shall permit weeds to grow and remain uncut so that the same appear unsightly to the surrounding area. Dogs and other animals shall be kept under control and not allowed to disrupt any other persons in the neighborhood.

7. TEMPORARY STRUCTURES

Notwithstanding anything to the contrary contained in these covenants, temporary structures for purposes of construction of improvements on any part of the Property shall be permitted, provided however, no structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding shall be used on any part of the Property at any time as a residence, either temporary or permanent. Substantial completion of the construction of any improvements shall be completed within one year after date of commencement of the construction thereof. During the construction of the primary residence, a mobile home or house trailer may be utilized on that Lot.

8. MOBILE HOME, TRUCKS, UNLICENSED OR JUNK AUTOMOBILES, ETC.

No mobile homes (except campers or camper trailers used for personal recreational use), trucks (except for pick-up trucks), or unlicensed or junk automobiles shall be located on any part of the Property for any period of time in excess of 24 hours in the aggregate during any one calendar week unless enclosed with a garage or carport, provided however that this covenant shall not be deemed to apply to construction trucks for reasonable times during periods of construction of improvements on any part of the Property.

9. LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the Property for any commercial purposes. Not more than three horses or other large animals may be kept on any Lot.

10. ROAD MAINTENANCE The owners of Lots 1 and 2 shall share an access driveway from Hanson Mesa Road. The driveway shall be located as shown on the recorded plat. No parking of vehicles will be allowed within the entire shared driveway area. All costs of maintenance of the shared drive, as shown on recorded plat, shall be shared equally by the owners of Lots 1 and 2.

11. EASEMENT RESERVED

Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. All utilities shall be underground.

12. IRRIGATION WATER

Lots 2 and 3 have been assigned 2.75 shares of the North Fork Farmers Ditch and the North Fork Farmers Extension Ditch. The shares shall be held in the name Hanson Homestead Estates HOA, which will be an unincorporated Homeowners Association. This water is delivered in a pipe to the northwest corner of Lot 2. From there, the water can be used on Lot 2 or conveyed by pipe to Lot 3. These Lots will share equally in the water provided by those shares, and will pay equally all assessments made by those companies. Unless otherwise agreed, the water will be delivered in rotation, three days to Lot 2 and three days to Lot 3. Hanson Homestead Estates HOA will receive bill and share it with Lot 2 and 3.

Lot 1 has been assigned all interest in the Stucker Wastewater Pipeline and Ditch, decreed in case 91CW33 for 0.4 c.f.s. for the irrigation of 16 acres. The water from this source enters the Property at the northwest corner of Lot 2, then is piped to Lot 1. All return flow (wastewater) from the irrigation of Lot 1 shall be returned to Lot 3 for use there. To the extent that Lot 1 does not use all the available water, it may be diverted by Lots 2 and 3 to be used by Lots 2 and 3 equally. Easements for this use are as shown on the Plat.

13. DOMESTIC WATER

A domestic water well (Wilmore Well) is located on Lot 3, under Well Permit No. 82426-F Each lot owner must supply their own cistern of no less than 1500 gallons for use of well taps. A float valve (Jobe Topaz 3/4" valve part number TPV20DLT) will be provided and must be used for Lot 1, Lot 2 and Lot 3 for use of well tap. Should a float valve need to be replaced in the future, it will be required to be of equal or better quality as to not harm the domestic water well system.

The use of this water is protected from call by the Plan for Augmentation decreed in case 2018CW12. This Plan for Augmentation requires an annual contract payment to the Bureau of Reclamation for contract No. 18-WC-40-700 and an annual report of water usage to the Division Engineer. The well will serve all three lots. Easements for installation, maintenance, and operation of the necessary pipelines are shown on the plat. This well water right is conditional; the Hanson Homestead Estates HOA should file an Application to make the well water right Absolute or for Due Diligence on or before June 2024.

Lot 1 has been assigned one Hanson Mesa Domestic Water Company tap (installed at this time to the existing residence) and a 1/5 interest (one tap) in the Well and Augmentation Plan.

Lot 2 has been assigned a 2/5 (two taps) interest in the Well and Augmentation Plan.

Lot 3 has been and a 2/5 interest (2 taps) in the Well and Augmentation Plan.

Each lot owner shall pay their proportionate share of the cost of maintaining the Well and the Plan for Augmentation (20% Lot 1, 40% Lot 2, 40% Lot 3) whether they are using water from the Well or not. The Well has its own electric meter. The electricity costs for the well will be paid proportionally by the users of the well at that time. (i.e. if there are two houses using water from the well, those owners each pay one-half.) The owner of Lot 1 will receive the electric bill and share it with the users for payment.

14. ACCEPTANCE

Each grantee of the Property or any part thereof included within these restrictive covenants, by acceptance of a deed conveying any of the lots shall accept title thereto upon and subject to each and all of the restrictions, conditions, covenants, and agreements herein contained, and by such acceptance shall for himself, his heirs, personal

representatives, successors and assigns, covenants, agree and consent to and with the grantees and subsequent owner of each of said other lots to keep, observe, comply with, and perform said restrictions, covenants, conditions and agreements and each thereof. Said restrictions, covenants and agreements are intended and imposed for the direct and mutual and reciprocal benefit of each and all of said lots and subsequent owners thereof, and to create mutual and equitable servitude upon each of said lots in favor of each other lot, and reciprocal rights and obligations and privity of contract and estate between the grantees of said lots, their respective heirs, successors and assigns.

15. ENFORCEMENT

The provisions herein contained are for the benefit of each of the three lots, and are and shall operate as covenants running with the land and shall inure to the benefit of and be binding upon the owners and the purchasers and subsequent owners of each of said lots. A violation of any part of said provisions, conditions, restrictions or covenants shall warrant the owners or other lot owners to apply to any court of law or equity having jurisdiction thereof for an injunction or for damages or other proper relief, and if such relief be granted the court may in its discretion award to the Plaintiff his court costs and reasonable attorney's fees. No delay or omission on the part of the undersigned or his successors or assigns in interest, or the owner or owners of any other lot or lots in said property in exercising any right, power of the provisions, conditions, restrictions and covenants herein contained, shall be construed as a waiver thereof or an acquiescence therein; and no right of action shall accrue nor shall any action be brought or maintained by, for, or on account of his failure or neglect to exercise any right, power, or remedy herein provided for in the event of any such breach, or for imposing herein provisions, conditions, restrictions, or covenants which may be unenforceable.

16. SEVERABILITY

In the event that any one or more of the provisions, conditions, restrictions, and covenants herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining provisions, conditions and restrictions and covenants herein set forth shall continue unimpaired and in full force and effect.

17. WAIVER

Any variance or adjustments of these conditions and restrictions granted by the other lot owners, or any acquiescence or failure to enforce any violation of the conditions and restrictions herein shall not be deemed to be a waiver of any of the conditions and restrictions in any other instance.

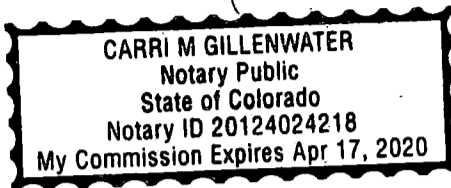
18. TERM

The restrictions and limitations herein set forth are to be construed as covenants running with the land and shall be binding on all parties and all persons claiming any part of the Property perpetually, unless an instrument signed by the all of the owners of the Property has been recorded in the Office of the Delta County Clerk and Recorder, agreeing to change these covenants in whole or in part.

Randy A. Wilmore
Randy A. Wilmore

Beverly L. Wilmore
Beverly L. Wilmore

STATE OF COLORADO)
) ss.
County of Delta)



The foregoing instrument was acknowledged before me this 24th day of October, 2018, by Randy A. Wilmore and Beverly L. Wilmore.

Witness my hand and official seal.
My commission expires: April 17, 2020

Carri Gillenwater
Notary Public