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P. Marian A. Smith  
*Jane Poloni*

DECLARATION OF PROTECTIVE COVENANTS

ANTELOPE HILLS

Antelope Hills Development, Inc., a Colorado corporation, the owner of Antelope Hills, Gunnison County, Colorado, hereby makes and declares the following covenants, limitations, conditions, restrictions and uses upon said real property under the terms and conditions hereafter set forth.

1. PURPOSES. This Declaration of Protective Covenants is made for the purpose of creating and keeping Antelope Hills desirable, attractive, beneficial and suitable in architectural design, materials and appearance; to guard against unnecessary interference, fire and loss of the natural beauty of the real property; and to provide for the mutual benefit and protection of the owners of real property within the subdivision.

2. PROPERTY EFFECTED. These Protective Covenants shall apply to and be binding upon the following described real property situate in Gunnison County, Colorado:

Township Fifty (50) North, Range One (1) West, N.M.P.M.

Section 21:

E $\frac{1}{2}$ NE $\frac{1}{4}$   
 SE $\frac{1}{4}$

Section 22:

W $\frac{1}{2}$ NW $\frac{1}{4}$   
 SW $\frac{1}{4}$

Together with the subdivision plats pertaining thereto hereafter filed.

3. DEFINITIONS. For the purpose of the Declaration of Protective Covenants, certain words or phrases shall be defined as follows:

A. Declarant. Antelope Hills Development, Inc., a Colorado corporation, or such other person, corporation or entity designated by a recorded document as the successor Declarant.

B. Subdivision. Any subdivision created and platted within Antelope Hills, and including all the real property set forth in paragraph 2 above.

C. Lot. The individual numbered lots as set forth on any plat of a subdivision, or other units, tracts or portions of land or air space within the subdivision for which individual ownership is created.

D. Person. A person, corporation, partnership, association, fiduciary, or any other entity holding title to any lot.

E. Building. A structure having a roof supported by columns or walls to provide shelter, support, or enclosure for protection of persons or property.

F. Dwelling. A detached building designed for and used as a dwelling by one (1) family as an independent housekeeping unit.

G. Open Space. The real property, interest and ownership therein, which has not been subdivided into lots or tracts for individual ownership as set forth on any recorded subdivision plat of Antelope Hills, or which has not been separately designated as a mobile home park area, single family residential area, business utility and recreation area or agricultural area.

H. Accessory Building. A detached subordinate building, the use of which is incidental to that of the main building on the same lot.

I. Association. Antelope Hills Association, a Colorado nonprofit corporation, or any other association formed and designated by the Declarant as the association to administer, enforce, control and maintain all of the provisions of this Declaration of Protective Covenants.

J. Mobile Home. A dwelling designed to be transported on its own chassis after fabrication, which exceeds eight (8) feet in body width and thirty-two (32) feet in body length, and which is suitable for year-round human habitation when required, and plumbing, heating and electrical facilities are connected. A mobile home which complies with all other requirements of this Declaration of Protective Covenants shall be considered a "dwelling" under the terms of these Covenants.

K. Modular Home. A dwelling designed to be transported after fabrication and located as a permanent addition to and becoming a part of the real property upon which it is situated. Such a dwelling must meet the minimum construction requirements of the Uniform Building Code and be placed upon a permanent foundation.

A modular home which complies with all other requirements of this Declaration of Protective Covenants shall be considered a "dwelling" under the terms of these Covenants.

4. LOT USE. All lots within Antelope Hills, a planned unit development, shall be classified and divided into the following uses under the terms and conditions hereafter set forth:

A. Single Family Residential Lot: To be used exclusively for a single family dwelling with not to exceed one accessory building. No such lot may be divided or re-subdivided into a smaller lot or portion of a lot; provided, however, that adjoining lot owners may sell or purchase adjoining property to accomplish a relocation of a boundary line between the adjoining lots so long as such conveyance shall not decrease the size of any single lot to less than 1.5 acres.

B. Mobile Home Lot: To be used exclusively for a mobile home. No such lot may be divided or re-subdivided into a smaller lot or portion of a lot.

C. Business, Utility and Recreation Lots: To be used exclusively for business, utility and recreation purposes as permitted under the zoning classification granted to said lots.

5. ARCHITECTURAL CONTROL.

A. No building, structure, fence or other improvement shall be constructed, erected or maintained within the subdivision, nor shall any addition, alteration or structural change be made to an existing building or structure except in conformity with the following terms and conditions.

B. Prior to such construction or erection, the plans of the proposed building or other improvement shall be submitted to the Architectural Control Committee for approval. The request for approval by the architectural control committee shall have attached to such request the following documents:

1. A plot plan showing the location of any building or improvement.

2. The plans and specifications for any building or dwelling shall be in sufficient detail to fully and completely show all building detail, floor plans, type of construction and engineering and structural design.

3. Samples of the principle exterior materials and color schemes to be used.

C. The Arthitectural Control Committee shall consider the suitability of the proposed building, the harmony thereof with the environment, the effect of such building on the utilization and view of the lot upon which the same will be built and the surrounding land and the placement of the building with respect to topography, ground elevations and existing natural and terrain features.

D. The Architectural Control Committee shall within thirty (30) days of receipt of a request for approval, with all accompanying data, hold a hearing which shall be open to the public thereon and shall, in writing, approve or disapprove the construction of the proposed building or structure or any additions or alterations to an existing building or structure. In the event that the Architectural Control Committee fails to take action within thirty (30) days of the hearing, the application shall be deemed to have been approved.

E. The Architectural Control Committee shall consist of three (3) members, together with two (2) alternate members who shall take the place of any regular member who is unable to attend any hearing.

F. Three members of the Architectural Control Committee shall constitute a quorum and all action taken by the committee shall be by a majority vote of the members present.

G. The decision of the Architectural Control Committee shall be final, subject only to the right of the judicial review as provided by the laws of the State of Colorado by any aggrieved person owning a lot within the subdivision; provided, however that the Architectural Control Committee shall indicate to the applicant in the event of disapproval or rejection, the reasons why the application was rejected and afford the applicant an opportunity to resubmit, with revisions and corrections that will bring the submission into conformity with this Declaration of Protective Covenants.

H. The Architectural Control Committee shall make such rules and regulations and adopt such bylaws and procedures as are appropriate to govern its proceedings and written minutes of all meetings shall be maintained by the committee.

I. The Architectural Control Committee may charge any applicant a reasonable fee to cover any actual expense incurred by the Architectural Control Committee in reviewing any application submitted to it.

J. Each member of the Architectural Control Committee, and the alternates, shall serve a term of three years and may serve successive terms. The initial members and alternates of the Architectural Control Committee shall be appointed by the Declarant. The Declarant shall continue to appoint the members of the Architectural Control Committee until such time as the association is formed, at which time the association shall thereafter appoint the members.

K. The failure to attend three (3) successive meetings of the Architectural Control Committee shall automatically terminate such member's term on the committee. No member of the committee shall be entitled to compensation for his services.

6. BUILDING LOCATION AND CONSTRUCTION.

A. The construction of any building shall be in accordance with the uniform building code then in effect. The quality of workmanship and materials in any building shall be equal to or exceed comparable buildings of the same type in the same general area.

B. No building or dwelling on any single family residential lot shall be located on any lot nearer than twenty-five (25) feet to the street lot line or nearer to any side lot line or rear lot line as set forth in the zoning regulations of Gunnison County, Colorado, then in effect.

C. Service or utility areas or yards and garbage cans and trash storage areas should be screened from view on all sides.

D. Such further standard, rules and regulations as may be adopted by the Architectural Control Committee for the construction and erection of buildings and structures to insure that all building and construction is in conformity with the goals and concepts of Antelope Hills.

E. Any mobile home shall have skirting of fiberglass, aluminum or other substance approved by the Architectural Control Committee.

F. All modular homes shall be placed upon a permanent foundation of poured concrete or other suitable building material as approved by the Architectural Control Committee.

G. All dwellings shall have a minimum floor area for living purposes of seven hundred and twenty (720) square feet or more. Floor area shall mean the area enclosed within the interior faces of the walls of the dwelling and excluding porches, garages, basements, attics, patios and accessory buildings.

H. The Architectural Control Committee, upon application, hearing and written approval, may grant a variance of the height restrictions above set forth upon a determination that such restriction would work an undue hardship upon the owner of a lot and that such variance would not impair, hinder or detract from the sightline of any adjoining property.

7. TEMPORARY BUILDINGS. No temporary buildings of any nature shall be allowed within the subdivision. During construction of any building or structure within the subdivision, the contractor thereof may maintain temporary buildings for office and storage purposes during the period of construction only.

8. ANIMALS.

A. No animals of any nature shall be permitted or maintained on any subdivision lot, subject to the provision that the owner may keep and maintain not to exceed two domesticated household pets for the personal use and enjoyment of the residents of that dwelling.

B. No dog shall be allowed to run at large, any dog shall either be kept within an enclosed or fenced area or controlled by leash.

C. Any dog chasing, running after, tormenting or assaulting any game animal or other livestock shall not be permitted within Antelope Hills or any adjoining property and such dog may be immediately removed from Antelope Hills. Further, any such dog may be captured or destroyed by any person observing such dog violating the provisions of this paragraph or by any law officer or officer charged with upholding the game laws of the State of Colorado.

D. The owner of any domesticated household pet shall at all times be personally responsible for any actions of such pet, any damage caused by such pet and if any domestic animal is noisy, unruly or creates a disturbance within Antelope Hills it shall promptly be removed by the owner thereof.

E. On any residential lot containing more than two (2) acres, the owner thereof may keep and maintain not to exceed two (2) horses for his personal use and enjoyment and either two (2) lambs or two (2) calves if the same are owned by a person who is a member of a 4-H Club or FFA Club and keeping such animals for a 4-H or FFA project. If such animals are kept and maintained on such lots, such lots shall at all times be kept and maintained in a neat and sanitary condition and in full compliance with all applicable health rules and regulations.

The restrictions herein set forth shall not apply to any area that is designated as an agricultural area.

Horses for the personal use and enjoyment of the residents of Antelope Hills may be kept and maintained in any open space or equestrian center under such rules and regulations as may be established by the developer or the association upon its formation.

9. NUISANCES. No obnoxious or offensive activity shall be maintained or allowed within Antelope Hills, nor shall any oil or any mineral development, exploration, drilling or activity of any nature or description be allowed within Antelope Hills. No trash, debris or refuse of any nature shall be deposited, kept or maintained within Antelope Hills, nor shall the same be burned out of doors within Antelope Hills except in an incinerator or container approved by the developer or the association upon its formation. Provided, however, that the developer or the association upon its formation, may maintain a centralized collection area or areas for the deposit and collection of garbage, trash, refuse or other waste under appropriate rules and regulations of the association.

10. SIGNS.

A. Residential Lots. No signs or advertising structures or devices of any nature shall be erected, constructed or maintained on any such lot; provided, however, that the Architectural Control Committee may approve and allow an individual identification sign for the owner of a residence on such lot.

B. All Other Lots. On all other lots within Antelope Hills, no signs or advertising structures or devices of any nature shall be erected, constructed or maintained except identification signs, identifying the name of the building or structure and the use, business or activities conducted on such lot. Any such sign shall be in keeping with and harmonious with the building or structure upon which it is located, of no greater size than is required to identify such building or use and any such sign shall be erected only upon the prior written approval of the Architectural Control Committee.

11. EASEMENTS.

A. All easements as set forth on any subdivision plat are reserved to the Declarant or its assigns for the installation and maintenance of any and all utilities. No building, structure, fence, barriers trees or obstructions of any nature shall be placed or permitted on said easements which may damage or interfere with the installation, maintenance and repair of any utilities constructed or placed thereon.

B. All pedestrian easements or rights of way set forth on any subdivision plat shall be owned in common by the owners of all lots within Antelope Hills to be used as a common private right of way for hiking, pedestrian, skiing, horseback riding use and subject to the specific exception that no motorized vehicle or self propelled vehicle of any nature or description shall be allowed thereon.

12. FENCES. No fences, walls or barriers shall be constructed, erected or maintained on any subdivision lot without the prior approval of the Architectural Control Committee.

13. WATER AND SANITATION. All buildings and dwellings erected, constructed or placed on any subdivision lot shall be connected to and served by the community water and sewer facilities provided by the developer. The connection and use of such facilities shall be in accordance with the rules and regulations pertaining thereto established by the developer.

14. REPAIRS. All buildings and structures shall at all times be kept in good and proper repair and in an attractive appearance by the owner thereof. In the event that any owner fails, neglects or refuses to comply with the provisions of

this paragraph, the association is empowered to enforce this paragraph and to enter upon the property to do such repairs as may be necessary and to enforce the collection of any sums paid for repairs in the manner of enforcing the collection of assessments as set forth in paragraph 16 herein.

15. CONTINUITY OF CONSTRUCTION. All buildings and structures commenced within the subdivision shall be completed with due diligence and shall be totally completed within one (1) year after the date of commencement of construction, unless an extension of time is granted by the Architectural Control Committee for good and sufficient cause. Cultivated lawns shall be kept to a minimum and shall not be larger and shall be confined to the area immediately surrounding any building or dwelling.

16. ANTELOPE HILLS ASSOCIATION.

A. The developer reserves the right to form a Colorado non-profit corporation to be known as Antelope Hills Association to administer and manager any subdivision within Antelope Hills and this Declaration of Protective Covenants.

B. Upon the formation of such corporation, the administration and management of any subdivision and of this Declaration of Protective Covenants shall be governed by the Articles of Incorporation and Bylaws of Antelope Hills Association, a Colorado non-profit corporation, its successor or designee.

C. The owner of any lot upon becoming such owner, shall be entitled to and shall be required to be a member of Antelope Hills Association and shall remain a member of the period of his ownership.

D. There shall be one (1) membership in Antelope Hills Association for each lot. That membership shall be appurtenant to such lot automatically by a conveyance of that lot to the new owner.

E. The Antelope Hills Association in the furtherance of this Declaration of Protective Covenants and in addition to any other rights, duties and obligations imposed by law, is granted the following rights, duties and obligations for the benefit of the owners within any subdivision of Antelope Hills:

1. To accept title to, own, control and maintain any open space within the subdivision conveyed by the developer for the use, benefit and enjoyment of the owners of subdivision lots.

2. To impose, charge and collect reasonable assessments upon each lot for the construction, maintenance, repair and operation of all facilities, utilities, easements, roads, buildings, structures and open space owned or operated by the association.

3. To impose, charge and collect membership fees and dues as against each member for the purpose of maintaining and operating all facilities provided for the use and enjoyment of the members of the association, their family and guests.

4. To hire and employ a manager to carry out the purposes of the association.

5. To enter upon any lot for the purpose of maintaining and repairing any building or structure located thereon under the terms and conditions of this Declaration of Protective Covenants.

6. To commence and maintain any causes of actions, to enforce the terms and conditions of this Declaration of Protective Covenants, its Articles of Incorporation, Bylaws and rules and regulations.

7. To grant and convey easements and rights of way for utilities over and across any of the lands owned by the association under such terms and conditions as it may determine to be just and proper.

8. To adopt reasonable rules and regulations for the use and enjoyment of the open space, all recreational facilities and amenities, the use of all roads, the collection and disposal or refuse.

F. The Declarant for each lot owned by it and each owner of a lot, by the acceptance of a deed therefore, shall be deemed to covenant and agree and shall be obligated to pay to the association all assessments made by the association for the purposes provided in this Declaration.

G. The assessments and expenses of the association shall be apportioned, levied and assessed against the owners and members of the association in the manner specified by the board of directors of the association.

H. The annual assessments as above set forth shall be based upon the advanced estimate of the cash requirements of the association to provide for the payment of all expenses growing out of or connected with the maintenance and operation of the services and duties provided by the association, which sums may include, among other things, expenses of management, taxes, landscaping and care of grounds, common lighting and hearing, repairs and renovations, legal and accounting fees, management fees, insurance, expenses and liabilities incurred by the association by this Declaration of Protective Covenants or its Articles of Incorporation and its Bylaws, the creation of a reasonable contingency or other reserve or surplus fund, and any other expenses and liabilities which may be incurred by the association for the benefit of the owners.

I. The easements of the association shall be computed and determined on a fiscal year basis.

J. Assessments shall be payable monthly, in advance, on or before the 10th day of each month, by the owners.

K. The association shall give written notice to all owners of the annual assessments and shall further prepare and deliver to each owner itemized monthly statements as to the monthly assessment.

L. The association may provide that any assessment shall bear interest at the rate of one percent (1%) per month if not paid on the due date thereof.

M. All sums assessed to any owner and not paid within thirty (30) days from the date of the assessment, together with interest thereon as herein provided, shall constitute a lien on such lot in favor of the association. Such lien shall be superior to all other liens and encumbrances on such lot except only:

1. Tax and assessment liens on the lot by any governmental entity.

2. All sums unpaid on any mortgage or indebtedness of record.

N. To evidence such lien, the association, by its board of directors or manager may prepare a written notice of lien setting forth the amount of the assessment, the amount remaining unpaid, the name of the owner of the lot and the description thereof. Such notice shall be signed by the association and shall be recorded in the records of Gunnison County, Colorado. Such liens

shall attach from the date of the failure of the payment of the assessment. Such lien may be enforced by foreclosure of a mortgage. In such foreclosure, the owner shall be required to pay the costs and expenses for such proceedings, the cost and expenses for filing the notice of claim of lien and all reasonable attorneys' fees. The owner shall also be required to pay to the association the monthly assessments for the lot during the period of foreclosure, and the association shall be entitled to collect the same. The association shall have the power to bid in the lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

O. The amount of the assessments against each lot shall be the personal and individual debt of the owner thereof at the time the assessment is made. Suit to recover a money judgment for such unpaid debts shall be maintainable by the association without foreclosing or waiving the lien securing the same. No owner may exempt himself from the liability for his contribution toward said assessments by waiver of the use or enjoyment of his rights created by this Declaration of Protective Covenants or by virtue of his being a member of the association.

P. The developer specifically reserves unto itself, its successors and assigns, the right to elect and/or appoint a majority of the members of the board of directors of the association until seventy-five percent (75%) of the total subdivided lots authorized by the planned unit development of Antelope Hills have been duly platted and sold and conveyed by the Declarant to individual purchasers thereof. The Articles of Incorporation and Bylaws of the association shall contain appropriate provisions to this effect.

17. EFFECT AND DURATION OF COVENANTS. The conditions, restrictions, stipulations, agreements and covenants herein contained shall be for the benefit of and binding upon each lot in the subdivision and each owner thereof, his successors and assigns, and shall continue in full force and effect for twenty (20) years after the date of recording of this instrument in Gunnison County, Colorado, at which time they shall be automatically extended for five (5) successive terms of ten (10) years each, unless amended in the manner hereafter provided.

18. AMENDMENT. The conditions, restrictions, stipulations, agreements and covenants herein contained shall not be waived, abandoned, terminated or amended except by an instrument setting forth the written consent of the owners of seventy-

five percent (75%) of the lots within the subdivision, which instrument shall be duly executed, acknowledged and recorded in Gunnison County, Colorado.

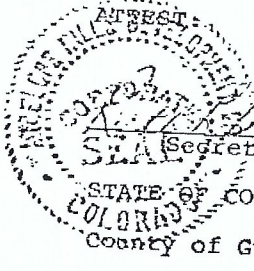
Provided further that until such time as more than seventy-five percent (75%) of the duly platted lots within the subdivision have been conveyed by a duly recorded instrument of conveyance by the Declarant to third person purchasers, any instrument waiving, abandoning, terminating or amending this Declaration of Protective Covenants shall be approved and consented to by the Board of County Commissioners of Gunnison County, Colorado.

19. ENFORCEMENT. If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for any owner of a lot in the subdivision or the association, or Gunnison County, Colorado, to institute proceedings at law or in equity to enforce the provisions of this instrument, and to recover damages, actual and punitive, together with reasonable attorneys' fees for such violation.

20. SEVERABILITY. The invalidation of any one or more of the sections of this instrument by any court shall in no way effect the other sections of the instrument, which shall remain in full force and effect.

EXECUTED this 4th day of January, 1978.

ANTELOPE HILLS DEVELOPMENT, INC.  
a Colorado corporation

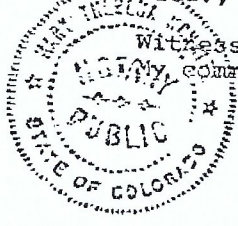


Ruth L. McDonough  
Secretary

By Donald Sammons  
President

STATE OF COLORADO )  
County of Gunnison ) ss

The above and foregoing Declaration of Protective Covenants of Antelope Hills was acknowledged before me this 4th day of January, 1978, by Donald Sammons as president and Ruth L. McDonough as secretary of Antelope Hills Development, Inc., a Colorado corporation.



Witness my hand and official seal.  
My commission expires: June 20, 1981

Paul Thomas Schmitz  
Notary Public